

Setting up of C&D Waste Processing Plant: Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) Waste at Tehkhand, Okhla for Central and South Zone of MCD.

REQUEST FOR PROPOSAL

The Municipal Corporation of Delhi (MCD) intends to enter into a contract with an identified Service Provider to implement the project of “Collection, Transportation, Processing and Disposal of Construction and Demolition (C&D) Waste at Tehkhand, Okhla for Central and South Zone of MCD” (“**Project**”). The Project would also involve Turnkey Solution for Design, Construction, Operation and Maintenance of C&D Waste Recycling Facility of minimum 1000 Tonne Per Day (TPD) at 7 acre land provided by MCD at SLF Okhla for South Zone and Central Zone, which should be extended to 2000 TPD within 2 years of implementation of project. The recycling plant of C&D Waste shall be (i) Compact (ii) Fully Computerized (iii) Having Integrated Unit with log washer for washing of Coarse Aggregate & Fine Aggregate. The end products should comply with relevant IS/BS Code. The concessionaire should take the approval of Department before placing the order for installation of proposed plant. The Concession Period will be of 25 Years. MCD is inviting Proposals from the interested Parties as per the terms and conditions of the Request for Proposal (RFP).

The RFP Document can be downloaded online from <https://etenders.gov.in/eprocure/app> and interested participants can register themselves on the said portal. Online Tender Cost and Earnest Money shall be deposited by the participant. The Tender Cost for the work amounting to 5000/- (Indian Rupees Five Thousand only) and Earnest Money amounting to Rs.35.00 Lakh (Indian Rupees Thirty Five Lakh Only) shall be deposited.

The Service Provider would be selected through a [National/International] Competitive bidding process as per RFP Document. A “**Single-Stage**” process will be followed for determining the Preferred Applicant i.e. there is no any separate pre-qualification stage for short listing of Applicants. Selection of successful Applicant will be through evaluation of the Proposals submitted by the prospective Applicants. The proposal should be submitted in the following two parts/under two bid system:

PART I: TECHNICAL BID –

PROPOSAL CONTAINING CERTIFICATES/DOCUMENTS RELATING TO ELIGIBILITY REQUIREMENTS, TENDER DOCUMENT FEE & EARNEST MONEY.

PART II: FINANCIAL BID –

RATE FOR TRANSPORTATION FEE.

All queries regarding the Project may be submitted in writing to:

Address: OFFICE OF THE EXECUTIVE ENGINEER (PR.-I), WEST ZONE, UNDER DABRI FLYOVER, PANKHA ROAD, JANAKPURI, NEW DELHI

Email: eeproject1wz@gmail.com

DISCLAIMER

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to respondents (Applicants) to the RFP, whether verbally or in documentary or in any other form, by or on behalf of the Municipal Corporation of Delhi (MCD) or any of its authorised employees and advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the MCD to the prospective Applicant(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their response to this RFP (the “**Application**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by MCD in relation to the Proposal for “Collection, Transportation, Processing and Disposal of Construction and Demolition (C&D) Waste” generated within the jurisdiction of Municipal Corporation of Delhi (MCD) at Tehkhand, Okhla for Central and South Zone, on B.O.T. Basis (“**the Project**”). The project would also involve Design, Construction, Operation and Maintenance of C&D Waste Recycling Facility at land provided by MCD. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for MCD, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MCD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MCD, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise. This shall include the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP of Applicants for participation in the Application Process.

MCD also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

MCD may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP after informing the bidders through official procedure.

The issuance of this RFP does not imply that MCD is bound to select or to appoint the selected Applicant, as the case may be, for the Project and MCD reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

Applicant(s) shall bear all costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MCD or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and MCD shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the RFP process. Applicants are requested to carefully review the contents of this RFP and submit their proposal(s), accordingly.

DEFINITIONS

"**Authority**" means Municipal Corporation Delhi (MCD).

"**City**" means the City of Delhi.

"**Collection**" means lifting and removal of Construction & Demolition Wastes (C & D Waste) from residential and non-residential premises, roads/streets/lanes/byelanes or any collection point that may be prescribed by the Authority.

"**Concessionaire**" shall mean the Selected Bidder/SPV (In case of Consortium) which enters into the Concession Agreement with Authority pursuant to issuance the LOA.

"**Concession Agreement**" shall mean the agreement entered between the Authority and the Concessionaire pursuant to this RFP.

"**Consortium**" means two or more parties coming together for submission of Bid in response to "this RFP" pursuant to Memorandum of Understanding signed between them.

"**Damages**" means the damages payable by either Party to the other of them, as set forth in the Concession Agreement.

"**Disposal**" means final disposal of C&D waste rejects at the designated site or any other Site directed by MCD in terms of the Concession Agreement.

"**Document**" or "**Documentation**" means documentation in printed or written form or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes or expressed in any other written, electronic, audio or visual for min relation to this Project.

"**Fee**" or "**Tipping Fee**" or "**Transportation fee**" means the amount payable by the Authority to the Concessionaire per metric tonne of C&D Waste for providing services in terms of RFP.

"**Financial Bid**" shall mean a document quoting the Fee per metric tonne of C&D Waste by the Bidders in response to the RFP including clarifications and/or amendments, if any.

"**Letter of Award**" or "**LOA**" means the letter issued by the Authority to the Selected Bidder/Consortium whose bid has been accepted by the Authority pursuant to this RFP for undertaking and executing the Project in conformity with the terms and conditions as set forth in this RFP Concession Agreement.

"**Liquidated Damage**" shall mean any loss/losses caused or sustained by MCD due to non-performance of any act as per the Scope of Work of this RFP or performance or carrying out of any act expressly or impliedly prohibited by the MCD as per the terms and conditions of this RFP or otherwise in good faith by the Concessionaire. Such losses shall be recoverable from the Concessionaire to the extent of the default of the Concessionaire.

"**Municipal Authority**" means Municipal Corporation of Delhi or any other local body constituted under the State Laws or relevant Statutes.

"**Municipal Solid Waste**" shall include "**Garbage**", "**Waste**" and vice versa.

"**Operation & Maintenance**" means the Operation and Maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this RFP and the Concession Agreement;

"Operation & Maintenance Period" means the period commencing from the date of signing of the Concession Agreement and ending on the last day of the Concession Period or Termination of the Concession Agreement, whichever is earlier;

"Operator of a Facility" means the Concessionaire or his authorised representative duly approved by the Authority, who owns or operates a facility or undertakes the operations of Collection, Segregation, Transportation, Processing and disposal of C&D Waste.

"Parties" means the parties to the Concession Agreement collectively and **"Party"** shall mean any of the parties to the Concession Agreement individually;

"Performance Security" means the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with this RFP document.

"Processing" means the process by which C&D Waste is mechanically segregated, crushed and is transformed into new usable, environmentally safe products;

"Project" means all the activities envisaged to be carried out under this RFP;

"Request for Proposal" or "RFP" means invitation of bids setting for the technical and commercial terms and conditions, of the bid & includes this document, the Concession Agreement and all the Annexures attached to the RFP; and Addendums issued by MCD.

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project and any modifications thereof, or additions thereto expressly approved by, the Authority.

"SPV" means a Special Purpose Vehicle company, may be incorporated by Selected Bidder (in case of Consortium) under the provisions of the Companies Act, 1956, pursuant to issuance of the LOA, with the sole purpose to execute the Project in terms of Concession Agreement.

"Storage" means the temporary containment of Construction & Demolition Wastes in covered containers in a manner so as to prevent littering.

"Selected Bidder" shall mean the Bidder/Consortium to whom the LOA has been issued.

"Taxes" means any Indian Taxes including Service Tax, Excise Duties, Customs Duties, GST, Sales Tax, Local Taxes, Cess and any Impost or Surcharge of like nature (whether Central, State or Local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government, or Municipal Authority but excluding any interest, penalties and other sums in relation there to imposed on any account what so ever. For the avoidance of doubt, Taxes shall not include Taxes on Corporate Income.

"Termination" means termination of this Concession Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of the Concession Agreement but shall not, unless the context otherwise requires, include the expiry of the Concession Agreement due to efflux of time in the normal course;

"Transportation" means conveyance of C&D Waste from place to place through especially designed/mandated transport system so as to prevent littering, unsightly conditions and traffic jams.

INTERPRETATION

In the interpretation of this RFP, unless the context otherwise requires: -

- i.** The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa.
- ii.** A reference to any gender includes the other gender.
- iii.** A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof.
- iv.** The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed.
- v.** Any reference to a person shall include such person's successors and assignees.
- vi.** A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form.
- vii.** Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP.
- viii.** The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article.
- ix.** In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.
- x.** Where there is a discrepancy between amount in figures and in words, the latter shall prevail.

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MUNICIPAL CORPORATION OF DELHI
NOTICE INVITING REQUEST FOR PROPOSAL (RFP)/Tenders

NIT No.D/EE _____/TC/23-24/_____

Dated: _____

Last Date of Download/Purchase Tender Document	_____ up to 03:00P.M.
Last Date of Submission of queries (Queries for Both works to be submitted to the respective divisions)	_____ upto02:00PM
Pre-bid Meeting	_____ at 3:00 PM in the office of Chief Engineer, South Zone, 19 th Floor, E-Block, Dr. S.P.M. Civic Centre
Response to queries	Within 7 working days of the pre-bid meeting
Closing of Bid/Submission of Tender	_____ upto03:00P.M.
Opening of Technical Bid	_____ 03:30P.M
Opening of Financial Bid	Informed later on

Request for proposal under two bids system on manual or e-tendering
www.etenders.gov.in/eprocure/app on Public Private Partnership (PPP) Basis

REQUEST FOR PROPOSAL (RFP)

MCD hereby invites request for the proposal on Two Bid System from private entities/operators/concessioners/a group of entities (Consortium)/Joint venture meeting the eligibility criteria in sealed cover for the following work. Request for the proposal (RFP) can be submitted either manually or through e-tendering website www.etenders.gov.in:

Name of work		Setting up of C&D Waste Processing Plant: Collection, Transportation, Processing and disposal of Construction and Demolition (C&D) Waste at Tehkhand, Okhla from Central and South Zone of MCD.
S.No	Detail	Description
1	Cost of tender	Rs.5000/- (Non-refundable) in the form of Demand Draft/ Pay order in favor of "Commissioner, Municipal Corporation of Delhi" payable at New Delhi. In case of online bids submission, tender cost will be deposited on E-portal/website.
2	Earnest Money (EMD)/ Bid Security	Rs.35 Lakh (SOP No. 5/1: Mode of deposit of earnest money of SOP for CPWD Works manual 2019 will be applicable). Demand draft/ Bank guarantee etc. must be in favor of "Commissioner, Municipal Corporation of Delhi".
3	Concession period	25 years
4	Time of construction	12 months

5	License fee for the land	07 Acre land will be provided on a nominal license fee of Rs.1.00 per square meter per annum.
6	Capacity of C & D waste plant	Minimum capacity of 1000 TPD which should be extended to 2000 TPD within 2 years of implementation of the project.
7	Head of Account	_____
8	Validity of bid	180 days from the date of opening of financial bids or the date of last negotiation meeting, whichever is later
9	Bid Documents can be had from :	Office of EE(Project-I)WZ/ Account/ tender branch of Div. (Project-I)WZ, or can be downloaded from the website : http://mcdonline.nic.in or www.etenders.gov.in
10	Bid Submission (Manually)	Office of Superintending Engineer (Project) West zone
11	Bid Submission (online)	www.etenders.gov.in
12	Pre-bid meeting	Office of Chief Engineer, South Zone
13	Performance Guarantee	Rs. 125.00 Lack within 07 days of the issue of Letter of Acceptance (LOA) as per detailed description in the RFP.

Note 1: The bidder/ agency shall quote the rates considering GST @18%. However, during execution of work it is noticed that GST paid/ to be paid by the agency as per prevalent rule/ laws for the GST is higher/ lesser than 18%, reimbursement to the agency shall be made on the production of the payment receipt/ vouchers along with GST return filed by the agency / bidder. In case of the lesser GST, recovery will be made of tune of the difference amount.

The RFP document is non-transferable. The prospective bidder can purchase the RFP document after paying requisite tender cost from the office of the Executive Engineer or can download the RFP document from MCD website.

1. QUALIFICATION CRITERIA:

Eligible Applicants:

Eligibility Criteria

In order to be considered for the Technical Proposal to be evaluated, the Applicant must meet the following technical and financial capacity requirements as stated below:

Technical Capacity

Agency must have Experience in –

- a) Design and Construction of C&D Waste Plant or MSW processing plant or Stone crushing Plant with facility of Sand Washer during last 7 years to meet one of the following criteria of projects as given below :-
 - i) One project of 800 TPD
 - ii) Two projects of 600 TPD
 - iii) Three projects of 400 TPD
- b) O&M of C&D Waste Plant or MSW processing plant or Stone crushing Plant with facility of Sand Washer for minimum 3 years during last 7 years to meet one of the following criteria of projects as given below :-
 - i) One project of 800 TPD
 - ii) Two projects of 600 TPD
 - iii) Three projects of 400 TPD.

The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity as per format given as **Annexure 10**

Financial Capacity

- (a) The Applicant or the collective members of the Consortium must have an average annual financial turnover on similar works of at least Rs. 7.50 Crore during the immediate last three preceding consecutive financial years from the current financial year. The value of annual turnover figures shall be brought to current value by enhancing the actual turnover figure at simple rate of 7% per annum. This should be duly audited by Chartered Accountant. Year in which no turnover is shown shall also be considered for working out the average.
- (b) The Applicant must provide Banker's certificate amounting to Rs. 10.00 Crore duly certified by scheduled bank or Net worth Certificate of 2.50 Cr issued by Certified Chartered Accountant.
- (c) The applicant is required to provide statement duly certified by the Chartered Accountant of not having incurred any financial loss in more than two years during the immediate last five consecutive financial years.

2. **NB:-To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-**

- a. I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contract or on back-to-back basis. Further that, if such a violation comes

to the notice of Department, then I/we shall be debarred for bidding in MCD in future. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of /Performance Guarantee.

(Scanned copy to be uploaded at the time of submission of bid)

- b. Copies of certificate of work experience and other documents such as Certificate of Financial Turnover from CA, Net Worth Certificate, Affidavit, Certificates of Incorporation issued by the respective registrar of firms/companies, Copies of the Audited Balance Sheets for the completed five financial years etc as specified in NIT shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in press notice shall have to be submitted by the bidder along with EMD at the time submission of bid.
- c. **Online bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD has shown on e-tender portal or deposited with the division of MCD in case of manual bid.**
- d. The bidder who are not registered in MCD/MCD, is required to get registered themselves for e-tendering.
- e. All bid documents should be signed by the authorized signatory of the bidder.

Net worth certificate should be in following form-

“It is certified that as per the audited balance sheet and profit & loss account for financial year

_____ the Net Worth of M/s _____(Name & Registered 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 company has not eroded by more than 30% in the last three years ending on (the relevant date).

Note: The period under consideration for Financial Standing shall be year ending on 31-03-2020 due to Covid pandemic and years ending 31-03-2022 & 31-03-2023

Signature of the Chartered Accountant
.....
Name of the Chartered Accountant
.....
Membership No. of ICAI

Date and seal

3. Conflict of Interest:

Tenderers shall be eligible only if they not have a conflict of interest. All Tenderers found to have a conflict of interest in this tender process shall be disqualified. Tenderers shall be considered to have a conflict of interest, if:

- One firm applies for tender both as an individual firm and in a Group.
- Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
- Submit more than one application in this tender process.
- If the Tenderer has participated as a Consultant(s) engaged by MCD in the preparation of the design or technical specifications of the works that are the subject of this tender.
- The applicant has either participated or lent or temporarily seconded their personnel to a separate Bidder or group involved in the preparation of the design or technical specifications of the said separate bid document(s)/credential(s).
- Any bidder(s) which has been blacklisted or de-registered by any government agency(s) or public sector undertaking during the last 7 years ending previous day of last date of submission of tenders.
- The consultant of the department and consultant of contractor/agency/bidder is same.
- A constituent of such Applicant is also a constituent of another Applicant; or
- Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
- Such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
- Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or such Applicant has participated as a consultant to MCD in the preparation of any documents, design or technical specifications of the Project.

4. The tender documents consist of:-

	Notice Inviting Request for Proposal
Section I	Introductions
Section II	Summary of scope of work
Section III	General conditions
Section IV	Content and submission of proposal.
Section V	Eligibility of applicants
Section VI	Evaluation of Bids
Section VII	MCD's right to accept and reject the proposal
Section VIII	Fraud and corrupt practices
Section IX	Termination
Section X	Force Majeure
Section XI	Dispute settlement
Section XII	Surrender of project
Annexure	1 TO 17
Appendix	1 TO 6

The tender/RFP document may be obtained by any interested eligible bidder on the submission of written application and upon the payment of a non-refundable fee of Rs.5000/- (Rupees Five Thousand only) in the shape of demand draft in favour of Commissioner, MCD. The tender/ RFP documents may also be downloaded from MCD website <http://mcdonline.nic.in> or www.etenders.gov.in tendering portal and the same be used for tender purpose by paying a tender fee of Rs. 5000/- (Rupees Five Thousand only) in the shape of demand draft in favour of Commissioner, MCD. For online tenders bidders can deposit tender cost online through net banking.

5. Submission of Tender: The proposal shall contain the following:-

1. *Technical Bid*
2. *Financial Bid*

For manual tenders:-

Envelope I shall contain **Technical Bid** Documents (One Original + Two Copies) in one sealed envelope. The envelope shall be marked "Technical Bid only". **The tenders not accompanied by Earnest Money in prescribed form shall be summarily rejected.**

Envelope II shall contain **only Financial Bid** and must be in duly sealed cover.

Tenderer must submit a Tender Document duly filled with prescribed documents in other sealed cover containing envelope I & II in the office of Superintending Engineer (Project) West Zone, 3rd Floor, Dr. Sahib Sahib Singh Verma Nigam Bhawan, Shivaji Place, Rajouri Garden, New Delhi 110025 on the date and time given in press notice of NIT and technical bid will be opened on the same day at given time.

One original with two photocopies set of bid document are to be submitted. Financial bid must not have any cutting, overwriting, addition, alteration and must be either laminated or covered /affixed with transparent tape properly.

FOR online tendering: -

Technical bid is to be submitted in pdf format and financial bid is to be submitted separately on www.etenders.gov.in Tenders will be rejected in case technical bid and financial bid submitted combined because bids are to be opened in stages.

- (i) Entire bid document related to Eligibility Criteria, Technical bid and financial bid are uploaded.
- (ii) Stage-I: documents uploaded by the applicants / bidder related with Eligibility Criteria are opened first and after evaluation of bids the name of eligible applicants / bidder are approved by competent authority.
- (iii) Stage-II: Time and date of opening of financial bids would be intimated to qualified contractors.

- (iv) At the time of submission of bid, contractor uploads affidavit/ certificate from CA mentioning turnover of last 3 financial years or for the period as specified in the bid document alongwith other documents mentioned in the NIT. Further details if required are asked from applicant / bidder later on after opening of technical bid.
 - (v) Scanned copy of original Works Experience Certificate for eligibility would be submitted in technical bid.
 - (vi) Hard copies of documents/Technical Bid except financial bid would be submitted by the qualified bidders before opening of financial bid.
 - (vii) For Manual tendering the Technical and Financial Proposals shall be submitted in two separate covers clearly marked "Technical Bid" and "Financial Bid" along with non- refundable tender document fee of Rs.5000/- (Rupees Five Thousand only) in the shape of demand draft in favour of Commissioner, MCD. Tender document fee will be deposited even in case the tenderer has downloaded the tender from the website.
- 6.** Part-I (Technical Bid) will be opened on the date and time given in press notice of NIT in the presence of Bidder's representatives who choose to attend at 03:30 P.M. in the Office of Superintending Engineer(Project)West Zone at 3rd Floor Dr. Sahib Singh Verma Nigam Bhawan, Shivaji Place, Rajouri Garden, New Delhi-110025.
- 7.** Bids not accompanied with Earnest Money and Tender Cost will be considered as non-responsive and summarily rejected.
- 8.** Technical Bid and Tender Document including Financial/Price Bid shall be submitted simultaneously on due date and time. Only Technical Bid shall be opened on that date of all the tenderers who had deposited tender cost and earnest money. The Financial Bid/ Price Bid shall be kept sealed in safe custody. The Financial Bid/Price Bid of only those successful tenderers, who will qualify in the technical bid on the basis of their technical proposal and along with other details given in the technical bid. The sealed Financial/Price bid of unsuccessful bidder in technical bid shall be duly returned unopened.
- 9.** Financial Bid of those Bidders not substantially responsive/unsuccessful bidders shall be returned to the Bidders unopened. All the proposals will be assessed in accordance with good professional practice. The weightages and associated specific technical evaluation criteria is given as under:-

**10. CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR
PRE-ELIGIBILITY**

a)	Attributes	Evaluation			
	Financial strength (20 Marks)				
	(i) Average annual turnover:16Marks (ii) Solvency Certificate:4Marks	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii)-on pro-data basis			
b)	<p>Experience in similar class of works:(20Marks)</p> <p>a) Design and Construction of C&D Waste Plant or MSW processing plant or Stone crushing Plant with facility of Sand Washer during last 7 years to meet one of the following criteria of projects as given below :-</p> <p>i) One project of 800 TPD ii) Two projects of 600 TPD iii) Three projects of 400 TPD (10 marks)</p> <p>b) O&M of C&D Waste Plant or MSW processing plant or Stone crushing Plant with facility of Sand Washer for minimum 3 years during last 7 years to meet one of the following criteria of projects as given below :-</p> <p>(i) One project of 800 TPD (ii) Two projects of 600 TPD (iii) Three projects of 400 TPD (10 marks)</p>	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii)-on pro-data basis			
c)	Performance on works (TOR): 20 Marks				
	Parameter	Score			Maximum Marks
	If TOR=	1.00 2.00 3.00 >3.50			20
	(i) Without levy of compensation	20 15 10 10			
	(ii) With levy of compensation	20 5 0 -5			
(iii) Levy of compensation not decided	20 10 0 0				
<p>TOR= AT/ST, where AT=Actual Time; ST= Stipulated Time in the Agreement plus (+) justified period of Extension of Time</p> <p>Note: -1. Marks for value in between the stages indicated above is to be determined by straight line Time period for design and construction of the project will be criteria.</p>					

(d)	Performance of works (Quality)	(20 Marks)
	(i) Outstanding	20
	(ii) Very Good	15
	(iii) Good	10
	(iv) Poor	0
Quality of design and construction of the project will be criteria.		
(e)	<p>Appreciation and understanding the project and Proposed Methodology and Technology - including design, construction and management of C & D waste processing facility, technology adopted, protection of health and environment, schedule of implementation of the project, plan of marketing products, details of key manpower recourses, mechanism of supervision and control, monitoring the delivery of services, resolution of the public complaints, details of machinery such as tipper trucks / vehicles to be deployed and bins for collection and transportation, details of the equipment of machinery for processing facility.</p> <p>Details regarding mobilization and arrangement of the fund for design and construction of facility, procurement of the tipping trucks / vehicles as well as operation and maintenance. (Evaluation of marks will be done on the basis of the technology adopted, compact and environment friendly design, deployment of the man and machinery, time - line for the setting up facility, cash flow for the project.) (20 marks)</p>	

NOTE: The evaluation will be done by technical committee constituted under the Chairmanship of Chief Engineer.

NB- To become eligible for short listing, the bidders must secure at least 50% marks in each and 60% marks in aggregate.

- The successful Bidder will be chosen from the group of qualifying Bidders (“eligible Bidders for financial bid”) achieving benchmark score after technical bid evaluation as per the criteria set out by the evaluation committee
 - If any information furnished by the applicant is found incorrect at a later stage, he shall be liable to be debarred from tendering/ taking up of work in MCD. The department reserves the right to verify the particulars furnished by the applicant independently. **Conditional Tenders are liable to be rejected.**
 - All information contained in this package should be treated as confidential and Bidders are required to limit dissemination on a need-to-know basis.
11. The bidder may obtain further information/ clarification, if any, in respect of these tender documents from the office Executive Engineer (Project-I) West Zone, under Dabri Flyover (Span No. 1 to 2), Pankha Road, Janakpuri, New Delhi-110058.
 12. All bidders are hereby cautioned that tenders containing any material deviation or reservations or conditional tenders shall be considered as non-responsive and is liable to be rejected.
 13. The bidder must quote final rates for the items considering all discounts etc. In case bidder submit any offer for discount in envelop for the financial bid or in separate envelop, his bid will be rejected out rightly.
 14. Late tenders (received after due date and time of tender submission) shall not be accepted under any circumstances.

15. If any of the above days happen to be holiday, then the tenders will be sold/ received and opened on the next working day at the same time.
16. MCD reserves the right to accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause of action or claim against the MCD for rejection of his proposal.
17. Those bidders not registered on the MCD e - tendering system are required to get registered on EDIS/prevalent website after allotment of work by applying in accordance with the instructions given in this regard at <http://www.mcdedis.gov.in>
18. The contractors submitting manual tenders will affix transparent tape on quoted rates and amounts. The rates and amounts will be quoted both in words and in figure. No cutting, No overwriting, no marking on the quoted rates and amount will be admissible. Non-compliance of above will result in the bid being summarily rejected.
19. Validity of rates will be 180 days from the date of opening of financial bid & in case of negotiation from the date of negotiation, whichever is later.
20. In case department fails to provide site of work due to any reason whatsoever, contractor/ agency / concessionaire will not be entitled for any claim/damages in this regard. Contractor / agency / concessionaire is supposed to arrange / mobilize man and machinery only after taking over the site.

In case the work has to be abandoned/foreclosed/reduced in scope due to whatsoever reason(s), the contractor/agency will not be entitled for any claim/damages except actual verified inputs / expenditure which could not be realized up to that time. In this connection decision of Dispute Re-dressal Committee (DRC) will be final. However after operation of the facility for 10 years, no claim / damages / actual inputs / expenditure will be payable.

21. The layout plan of site showing the location of various infrastructure components such as various machinery, internal roads and paths, storage places, office, labs, research and development centre etc, designs and drawings will be got approved from MCD.

22. Permits & Clearances

All required Permits and Clearances shall be obtained as per Applicable Law which includes but not limited to The Environment Protection Act 1986, The Air (Prevention and Control) Pollution Act 1981 and Water (Prevention and Control) Pollution Act 1974 as amended from time to time. The projects relating to C&D Waste requires a number of clearances including but not limited to the following:

- CPCB/DPCC, Ministry of ministry of environment and forest etc.

The Concessionaire shall be solely responsible for taking various statutory and non-statutory clearances for the Project from all concerned authorities. MCD shall reasonably assist the Concessionaire in procuring the clearances required for the Project.

23. If any tree cutting is required, permission for the same will be taken by the concessionaire. Concessionaire will not be entitled for any claim/damages in this regard. The MCD will reasonably assist the concessionaire in this regard.

24. If any shifting of services underground or overhead or on the surface is/are required during the execution of work, MCD will get permissions from the concerned department. The concessionaire will extend necessary assistance as well as take necessary steps for shifting of these at the earliest. The charges for shifting will be borne by the MCD. The concessionaire will not be entitled for any claim/damages in this regard.
25. The concessionaire should have sufficient number of Technical and Administrative employees for carrying out all related activities, jobs, and operations etc. for proper execution of the contract. The bidder shall have to submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work.
26. **Settlement of Disputes through Dispute Re-dressal Committee: -**

There is no arbitration clause in RFP. For settlement of the disputes, Dispute Re-dressal Committee (DRC) will be constituted under chairmanship of Addl. Commissioner (Engg.) with other members as per provisions of prevailing CPWD Works Manual.

Except where otherwise provided in the contract, all questions and disputes relating to the meaning/interpretation of provisions of RFP documents or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract/agreement, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- i.i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any record or decision given in writing by the Engineer- in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chief Engineer who shall refer the disputes to a Disputes Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The DRC shall give the opposing party two weeks for a written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE. Provided that no party shall be represented before the DRC by an advocate/ legal counsel etc.
- ii.
- iii.ii) If the Dispute Redressal Committee (DRC) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Dispute Redressal Committee or expiry of the time limit above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee present his case to the court of law within jurisdiction of Delhi.

27. **Summary of Scope of work:**

Scope of the work includes broadly (but not limited to) prompt collection of the C & D waste from entire concession area, provision of proper screen/view cutters at designated collection/dumping sites, transportation of C & D waste to the processing facility at Tehkhand Okhla, procurement of adequate number of vehicles fitted with GPS system for C & D waste transportation, site survey to assess hydrological data and flooding potential of the sites, soil investigation for design and drawing of the processing facility etc., compliance of all statutory laws/provisions, digital weigh bridge with CCTV, infrastructures such as office building, toilet, conference room, internal roads, fencing wall/internal boundaries, boundary wall and fencing of the site, electricity, R&D centre, adequate drainage system for the premises, office accommodation/control room, all machinery and equipment for processing of C & D waste

compiling “Wet process technology or its equivalent latest technology”, Dust control measures, operation and maintenance of C & D waste processing facility and infrastructure, storage of C & D waste residues and recycled products, awareness program etc.

28. This document is meant to assist any interested parties to understand the scope, requirements and conditions of the subject work and is meant entirely to assist them for the tendering process; any parties that may not directly or indirectly be concerned with the tender process must not be supplied with this document for any other purpose. This document may not be reproduced or communicated, in whole or in part, and its contents may not be distributed in written or oral or electronic or any other form without written permission from the issuing authority.
29. The contractor will upload documents in the form of jpg format and PDF format.
30. If any, cell for the quotation of rate is left blank, rate of such items shall be treated as Zero. However, if a tenderer quotes nil rates against each item in item rate part of tender, or does not quote any percentage above / below on the total amount for percentage rate part of the tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
31. The rates and prices tendered in the PRICE-BID shall, except in so far as it is otherwise provided under the Contract, include all equipment, construction plant, labour, barricading of site etc., supervision, materials, erection, maintenance, testing of input material delivered, profit, taxes and duties together with all general risks, liabilities and obligations set out and implied in the Contract.
32. In case bid is submitted online, hardcopy of the uploaded RFP document along with technical proposal (without financial proposal) will required to submitted before the opening of the financial bid in response to communication from Executive Engineer MCD.
33. The site for the project is a SLF site hence consists of filled up materials, soils etc. The prospective bidder is advised to make site inspection before submission of the proposal.
34. Guidelines on Environmental Management of C & D Wastes for Noise Management, Dust Management, other issues, C & D waste management rules etc should be complied by the concessionaire while collecting and transporting the C & D waste, setting up the facility as well during operation and maintenance of the facility etc.
35. Integrity pact will be part of agreement.
36. The concessionaire will provide all equipments, gadgets, programs, safe guards and all necessary arrangements etc. for collection and transportation as well as processing of the C & D waste as per direction of MCD for transparency as well verification of quantities and qualities.
37. The processing facility must be installed in time frame work provided in RFP document.
38. Applicant/concessionaire must note that MCD will not pay any C & D waste processing fees/charges for the C & D waste collected and transported to the plant from local dumping sites within the jurisdiction of the MCD, dumped directly to the plant by the various departments or divisions of MCD. However concessionaire/applicant is authorized to levy, collect and retain processing fee/charge upto the rate of **Rs. 300/MT** as processing fee from other Government Departments and private parties. The Concessionaire shall

- increase/decrease processing fee/charge as per WPI of Machine and POL after on (1) year of commencement of operation.
39. The concessionaire/applicant will quote rate for the **Transportation fee per Tonne** of the C & D waste collected from South Zone and Central Zone to the processing plant at Tehkhand Okhla in **format for the financial proposal**. This rate will be inclusive of GST, all levies, cess, fuel charges etc and will yearly increase/decrease on the basis of WPI of Machinery and POL.
 40. MCD will authorize the successful applicant/concessionaire to sell the C&D waste recycled material and its value-added products in open market to any Government Department or private parties and retain the revenue generated to meet out expenditure on setting up the facility, for operation & maintenance of this facility. The Maximum Retail Price (MRP) of various recycled products should not be more than the rates of similar items mentioned in Delhi Schedule of Rates (DSR) + prevailing cost index at any particular time or market rates circulated by MCD time to time whichever is less. However, the successful applicant will be at liberty to sell their products at lower rate than the MRPs to maximize utilization of these products. However, the concessionaire is required to meet the quality standards of its products as per the applicable rules / standards.
 41. In case of the emergency/any contingent requirement, concessionaire can be asked to collect and transport C&D Waste from other zones except South & Central zone. In this case transportation fee will be paid on justified rate/market rate corresponding to the lead, arrived by Surveyor of works attached with concerned Chief Engineer.
 42. The detail of C & D waste collected and transported to plant site, quantity processed, recycled / serviceable materials produced, residue material for disposal to SLF, including sale detail of the materials produced etc. details shall be linked with the integrated online system of MCD for real time checking of the data for which the agency shall make suitable provision and ensure availability of data on MCD portal on daily basis. The agency shall also submit the weekly and monthly report to the engineer in charge.
 43. Monthly bill for transportation fee will be passed by the concerned Executive Engineer/Engineer in charge after due verification of the bills submitted by the concessionaire with supporting documents.
 44. Labour law, Workmen's compensation Act, Contract Labour (Regulation and Abolition) Act and Contract Labour (Regulation and Abolition) Rules, Rules regarding contribution of EPF and ESI, Minimum wages Act, Provision of CPWD Safety code, Models Rules for the protection of Health and Sanitary Arrangements for Workers Employed by MCD / or its contractor etc. will be applicable.
 45. The conditions given above will supersede in case of contradiction occur other provisions/condition of invitation to bid/tender/RFP document.

Executive Engineer _____
Municipal Corporation of Delhi

Copy to:-

1. All Concerned
2. Notice Board

INTRODUCTION

1.1 Project Background

C & D waste in huge quantity is being generated daily during implementation of various Municipal Corporation of Delhi Projects/ maintenance works, disposal of which is a very big problem in term of space for its dumping.

C & D waste is retrieved after demolition/dismantling of drain, footpath, kerb stones, paver block, pile head, Cement concrete, RCC, Brick work, etc.

Apart from C & D waste being generated from Municipal Corporation of Delhi projects, private persons/builders/agencies also dumps C & D waste un-authorizedly on MCD roads which is also removed by Municipal Corporation of Delhi. Therefore, it has been decided to install C & D waste processing plants at different locations in Delhi to receive this C & D waste and process the same for production of bricks, paver tiles etc.

MCD through this Request for Proposal (RFP) invites detailed Proposals (hereinafter referred to as "Proposals") for implementing the project ("the Project") of Proposal for Collection, Transportation, Processing and Disposal of Construction and Demolition (C&D) Waste generated within the jurisdiction of Central and South Zone of Municipal Corporation of Delhi (MCD) at Tehkhand, Okhla. The Project also requires Design, Construction, Operation and Maintenance of C&D Processing Facility of capacity of minimum 1000 TPD which should be extended to 2000 TPD within 2 years of implementation of project at 7.00 acres of land provided by MCD at SLF Okhla for South Zone and Central Zone, for a period of 25 Years (the "Concession Period") on a nominal license fee of Rs.1.00 per square meter per annum. No additional land will be provided for increasing the capacity of plant from 1000 TPD to 2000 TPD to the concessionaire after award of work.

MCD intends to implement the Project through a Public-Private-Partnership(PPP) model contract for a Concession Period of 25 Years excluding 12 months time for implementation to a private operator, identified and selected through Competitive two bid bidding Process.

The Selected Applicant, shall be responsible for design, finance, procure, construct, operate and maintain the Project in accordance with the provisions of the concession agreement (the "Concession Agreement") to be entered into between the Selected Applicant and the MCD in the form provided as part of the RFP documents pursuant hereto.

1.2 Objectives of MCD

By implementing the project that includes collection, transportation, and processing of C&D Waste and management of the C&D Waste Processing Plant at SLF Okhla for South Zone and Central Zone, MCD envisions fulfilling the following objectives:

- a) Maximize recovery of recyclable C&D material(s);
- b) Minimize C&D waste that requires landfill disposal;
- c) Properly manage C&D wastes that do require landfill disposal;
- d) Increase life of landfill site(s)
- e) Reduction in total cost of C&D Waste management.
- f) Utilization of processed material for various Projects.

1.3 Schedule of RFP Process

A summary of the major activities is given in notice inviting request for proposal (RFP)/Tenders.

1.4 Term of Concession and Implementation Period

The Concession Period will be of 25 years (may extend further with mutual consent of both the parties)from the date of commissioning of C&D waste processing plant. The Applicant shall complete the development of site, setting up of C&D waste processing plant of required capacity at the site and shall start receiving & processing the C&D waste within 06months of signing of Concession Agreement and handing over of land by MCD whichever is earlier. The Concessionaire shall maximize processing, recycling and reuse of C&D waste to ensure none of it, is dumped in landfills or other sites.**The title of interest, ownership and rights with regard to the Project installed by the Successful Applicant on behalf of MCD [in his/her concession area] along with fixtures/fittings provided therein shall vest with the Concessionaire till the end of term while the title of interest, ownership and rights of the land allotted by the MCD shall vest with the MCD. However, these facilities/infrastructures will be operated and maintained by the Successful Applicant; as per the requirements of this proposal.**

The successful applicant is required to complete application process for obtaining consent to establish the plant from DPCC / other statutory bodies within one month from the date of execution of Concession Agreement. The successful applicant will make all arrangement for water, electricity at his own cost and consent to operate from DPCC and from all other relevant departments. However, MCD will provide necessary assistance if required. All applicable Govt. Tax/ Municipal tax shall be paid by the applicant himself.

1.5 Transfer and Hand Back of Project Site

The Concessionaire will handover vacant possession of project site after completion of the term of concession. However, in case of termination of contract within the period of concession term the entire facility will be handed over by concessionaire to MCD on as is where is basis.

1.6 Transportation Fees

The C&D waste shall be weighed at the entry of the processing site. The tipping fee for Collecting & Transporting of C&D waste from designated dumping sites for South Zone and Central Zone to the plant will be paid to the Concessionaire by MCD at the lowest rate quoted by the Concessionaire. After one (1) year of commencement of operations of the CTD services (Collection, transportation and disposal of C&D waste), the collection and Transportation Fee shall increase/decrease as per WPI of Machine and POL. The transportation fee to be collected from Private entities shall not exceed the corresponding DSR rates including prevailing cost index.

Inflation Adjustment

- i) Authority shall use Yearly WPI (Wholesale price Index of **Manufacture of Machinery and Equipment** based on Financial Year issued on every 14th April/other date for adjusting Transportation fee for the respective financial years by Economic Advisor. First revision shall be applicable after completion of 1 year from recorded date of commencement of the plant.
- ii) Source of WPI will be <http://www.eaindustry.nic.in>.
- iii) Any changes in methodology or policy or law by the Government relating to **calculation of fuel or any other item shall be deemed to have been reflected in the WPI and Concessionaire shall not be eligible to invoke Change in Law in this regard.**
- iv) Following Formula shall be used for the revision of Transportation fee based on WPI:
Transportation Fee for a Financial Year

$$= R \times \left\{ 0.28x(MI-MIo)/MIo + 0.19x(LI-LIo)/LIo + 0.53 x(PI-PIo)/PIo \right\}$$

Where,

- R- Awarded rate of transportation of Malba/C&D per MT
MI- Average of last 12 months Index of 'Manufacture of Motor vehicles, Trailers and semi trailers' preceding to the month of revision.
MIo- Monthly Index of 'Manufacture of Motor vehicles, Trailers and semi trailers' for the month of opening of Part-I of tender.
LI- Prevalent minimum wages of an unskilled mazdoor notified/fixed under any law, statutory rule or order as applicable as on the last date of the month previous to the month of revision.
LIo- Prevalent minimum wage of an unskilled adult male mazdoor fixed under any law statutory rule or order as on the day of opening of Part-I of tender.
PI- Average of last 12 months Index of 'Fuel & Power' preceding to the month of revision.
PIo- Monthly Index of 'Fuel & Power' for the month of opening of Part-I of tender.

- a. No processing fee shall be charged on the Malba / C & D Waste of MCD i.e. processing of MCD Malba / C & D Waste shall be free of cost. Nothing shall be paid to the Concessionaire.
- b. Collection and Transportation of C&D Waste from South Zone and Central Zone of MCD & processing of waste as per the requirements of MCD, technical specifications and standards prescribed in this document shall commence after completion of period of installation for the facility i.e. from 1st day of 17th month of handing over of land. The Concessionaire must ensure that C&D Waste collected/received at this site is processed, recycled and reused completely to

avoid dumping of C&D Waste or aggregates left after processing to landfills or community bins/ waste storage depots or roadsides etc.

- c. All duties, taxes and other levies etc. (as applicable) shall exclusively be borne by the concessionaire. The Applicants shall consider all duties, taxes and other levies etc., in their offer of Transportation fee per MT to be paid by the MCD, under this contract. The MCD shall evaluate the proposals accordingly.

Note: In case any commodity mentioned above i.e. 'Manufacture of Motor vehicles, Trailers and Semi Trailors' or 'Fuel & Power' is deleted or changed with other name in the subsequent series of monthly indices published by Economic Advisor, then Director (DEMS) shall be final authority to change a suitable commodity in consultation to the Planning Department of MCD.

1.7 Processing Fees

All Applicants must note that MCD will not pay any C&D Waste processing fees/charges for the unclaimed C&D waste collected and transported to this plant from local dumping sites by the Concessionaire within its jurisdiction or C&D Waste dumped directly to the plant by the various departments / divisions of MCD. However, MCD will authorize the successful applicant to levy, collect and retain processing fee/charge upto the rate of Rs.300/MT as processing fee from other Government departments and private parties. The Concessionaire shall increase/decrease processing fee/charge as per WPI of Machine and POL after one (1) year of commencement of operations on yearly basis.

Inflation Adjustment

- i) Authority shall use Yearly WPI (Wholesale price Index of Machinery, Labour and POL based on Financial Year issued on every 14th April/other date for adjusting processing fee for the respective financial years. First revision shall be applicable after completion of 1 year from recorded date of commencement of the plant.
- ii) Source of WPI will be <http://www.eaindustry.nic.in>.
- iii) Any changes in methodology or policy or law by the Government relating to **calculation of fuel or wages & any other item shall be deemed to have been reflected in the WPI and Concessionaire shall not be eligible to invoke Change in Law in this regard.**
- iv) Following Formula shall be used for the revision of Processing fee based on WPI:

$$\text{Processing Fee for a Financial Year} = R \times \left\{ 0.67 \times \frac{(MI - MI_0)}{MI_0} + 0.17 \times \frac{(LI - LI_0)}{LI_0} + 0.16 \times \frac{(PI - PI_0)}{PI_0} \right\}$$

Where,

- R- Rate of Processing Fee per MT as fixed in RFP at the time of bidding.
- MI- Average of last 12 months index of 'Manufacture of Machinery and Equipment' preceding to the month of revision.
- MI₀- Monthly index of 'Manufacture of machinery and Equipment' for the month of opening of Part-I of tender.
- LI- Prevalent minimum wages of an unskilled mazdoor notified/fixed under any law, statutory rule or order as applicable on the last date of the month previous to the month of revision.
- LI₀- Prevalent minimum wage of an unskilled adult male mazdoor fixed under any law statutory rule or order as on the day of opening of Part-I of tender.

- PI- Average of last 12 months index of 'Fuel & Power' preceding to the month of revision.
PIo- Monthly Index of 'Fuel & Power' for the month of opening of Part-I of tender.

Note :- In case any commodity mentioned above i.e. 'Manufacture of Machinery and equipments' or 'Fuel & Power' is deleted or changed with other name in the subsequent series of monthly indices published by Economic Advisor, then Director (DEMS) shall be final authority to change a suitable commodity in consultation to the Planning Department of MCD.

1.8 Buy Back of finished products - MCD does not bind itself to buy back the finished products. The concessionaire himself will sell the finished products etc.

1.9 Right to Sell Recycled Produce

MCD will authorize the successful applicant to sell the C&D waste recycled material and its value-added products in open market to any Government Department or private parties and retain the revenue generated to meet expenditures on setting up facility, for operation & maintenance of this facility. The Maximum Retail Price (MRP) of various recycled products should not be more than the rates of similar items mentioned in Delhi Schedule of Rates (DSR) + prevailing cost index at any particular time or market rates circulated by Planning Department of MCD time to time whichever is less. However, the successful applicant will be at liberty to sell their products at lower rate than the MRPs to maximize utilization of these products. However, the concessionaire is required to meet the quality standards of its products as per the applicable rules / standards.

1.10 Royalty / Profit Sharing

Concessionaire shall pay a lumpsum amount of Rs 5,00,000/- per month on monthly basis to MCD with 5% annual increase for entire term of concession (i/c extended term if extended with mutual consent of both parties) as a fixed royalty irrespective of the quantity of C&D waste received from other departments and private parties. For every subsequent year henceforth, the revised rate will be further increased by 5%. This lumpsum amount will be charged from the day of handing over of project site to concessionaire. If the same amount is not deposited by the concessionaire then MCD will be at liberty to deduct it from the running bills of transportation fee with compound interest @ 12.5% per annum.

2. SUMMARY OF SCOPE OF WORK

2.1 Project Site

MCD has identified a site of approximately 7.00 acres of land at Tehkhand Okhla for South Zone and Central Zone, which shall be handed over to the Concessionaire to set up the C&D Waste processing facility (Project Site).

2.2 Scope of Work:

2.2.1 Collection of waste: The concessionaire will ensure all dust control measures in designated collection points as per C&D Waste Management Rules 2016 and Guidelines of Hon'ble NGT and other Hon'ble courts. The Concessionaire is bound to collect/lift the C&D Waste/Malba from these points to C&D Waste Processing Plant. The number of designated collection/dumping sites may be increased in future within the entire concession area and concessionaire is bound to collect/lift the C&D Waste/Malba from these points and transport to C&D Waste Processing Plant.

2.2.2 Ensuring prompt collection of C&D Waste:

2.2.2.1 To ensure the prompt lifting of C&D waste, Scheduled /on Demand Collection system shall be implemented via a 24 x 7 helpline number. Concessionaire must take responsibility to advertise the toll free helpline number in print (leaflets, newspapers) and electronic media (local cable networks, social networking platform, internet etc.).

2.2.2.2 Quite often small quantities of waste are disposed of in narrow lanes, which cannot be removed by sending out the usual transport vehicles. Loading rickshaws or traditional carts may be used for manual removal of such waste.

2.2.2.3 The concessionaire might be faced with circumstances when he is unable to remove waste from designated collection points due to breakdown of machinery or manpower. In such cases, attempts should be made to provide proper screen/view cutter so that the waste does not get scattered and does not become an eyesore.

2.2.2.4 Transportation of C&D Waste: The Successful Applicant shall be responsible for transportation of C&D waste to the processing facility at Tehkhand Okhla for South Zone and Central Zone in accordance with C&D Waste Management Rules 2016 during concession period. The Successful Applicant shall be responsible for procuring adequate number of vehicles for C&D Waste transportation to C&D Processing Facility. To monitor and ensure the distance and location to be covered, a GPS facility shall be installed in all transportation vehicles.

2.2.3 Site Development

The broad scope of works to be carried out by the Successful Applicant under this category includes the following components, but is not limited to:

- a) Undertaking necessary geotechnical survey to assess the hydrological and flooding potential of the site;
- b) Providing required infrastructure for installation of minimum 1000 TPD which should be extended to 2000 TPD within 2 years of implementation of project.
- c) Installation of digital weigh bridge with CCTV camera at the Processing Facility for weighing the tonnage of C&D waste received.

- d) In addition to this, infrastructure such as office building, toilets, conference room, internal roads, Boundary wall, fencing wall/ internal boundaries to restrict the entry to specific areas of site to the authorized persons only.
- e) The structural design of the foundation for crusher plant/sand washer, other heavy machineries and boundary wall shall be vetted from any of the Govt. Institutes like IITs, CBRI, NITs, DTU, RITES, EIL etc.
- f) The Concessionaire shall also be responsible for setting up a Research & Development (R&D) Centre at the land allocated for setting up the C&D Waste Processing Facility.
- g) Providing furniture and fixtures and lighting arrangement inside the C&D Waste processing facility as well as outside the premises.
- h) Providing adequate drainage system within the premises.
- i) Providing cables, wiring with necessary electrical fixtures safely as required.
- j) MCD shall facilitate all forms of support to the Concessionaire for obtaining certification/statutory clearances required for accessing water, electricity and telephone connection or any other clearance in the matter of Installation or operation of C&D plant.
- k) Concessionaire will ensure the use of Sewage Treated Water and install a Water Treatment Plant for plant day to day use at his own expense; MCD will facilitate the concessionaire to obtain the Sewage Treated Water.
- l) Concessionaire will ensure that Ground Water will not be extracted for any purpose.
- m) The Concessionaire will have to set up a mechanized workshop facility at space provided by MCD for parking, repair and maintaining the vehicles and equipment at the Processing Facility.
- n) **Office Accommodation/ Control Room:** The Successful Applicant shall construct an air conditioned office room of sufficient size, duly furnished with furniture, computer and printer etc.; having sitting arrangements for MCD officials

2.2.4 Processing of C&D Waste

- a) The Concessionaire will be expected to use a combination of (mechanical processes) technologies / systems that includes crushing, screening, and separation in order to maximize C&D Waste processing and ensure not more than 10% goes into the landfill site(s) .The Successful Applicant will be required to examine the quality and quantity of C&D Waste generated in the designated area for arriving at the technology selection. The entire C&D Waste processing and management system should be compliant with C&D Waste Management Rules 2016 or the applicable rules of the land and guidelines.
- b) The Concessionaire shall ensure “Wet Process technology or its equivalent latest technology” must be used for processing of C&D waste to minimize nuisance due to excessive dust generated during processing activity. Appendix 2,
- c) **Dust Control Plan:** Suitable measures as mentioned in various rulings of the Hon’ble Supreme Court of India and Hon’ble NGT for controlling the dust based pollution shall be taken by the Concessionaire to control and manage the dust generated during processing of C&D Waste and ensure that dust generation is minimal even during the dry seasons.
- d) Concessionaire will ensure all dust control measures in designated collection points also. Further, agency will ensure all dust control norms in designated collection points and plant as per C&D Waste Management Rules 2016 or the applicable rules of the land use. Concessionaire shall also follow the latest dust control norms as applicable, issued time to time from the DPCC, Hon’ble NGT and other statutory bodies till the concession period.

- e) Adequate number of anti-smog guns shall be provided by the concessionaire. A Digital display to monitor the pollution / dust will also be provided by Concessionaire.
- f) Height of boundary wall from the highest point should be maintained as per DPCC norms by the concessionaire.

2.2.5 Concessionaire shall be responsible for optimum utilisation of plant capacity and also make out all efforts to maximize utilisation of recycled produce by Government departments and private parties.

2.2.6 Operation and Maintenance of C&D Waste Processing Facility and infrastructure

- a) The Successful Applicant shall set up a control room at the treatment facility, prominently mentioning the web site/help line telephone number (Land line numbers, in control room) along with voice recorder facility to receive the complaint from General Public (to take care of noise pollution, or illegal dumping of C&D waste etc.). The concessionaire shall ensure that the complaint in respect of services shall be attended within 24 hours. The Control Room Shall work on all days i.e. 365 or 366 days of the year; round the clock.
- b) The Concessionaire shall be responsible for operation and maintenance of tipper trucks, including all infrastructure, treatment units [crushers and separators] etc., parking facilities, container locations, weighbridge, hook loaders and other mechanically/electronically operated machineries.
- c) The Concessionaire shall handover vacant possession of project site after completion of the term of concession. However, in case of termination of contract with in the period of concession term the entire facility will be handed over by concessionaire to MCD on as is where is basis.
- d) The concessionaire shall exclusively be responsible for compliance of all labour related laws, accidents/accident claim(s) during collection, transportation, processing & sale of end products derived after processing of C&D waste etc.

Storage of C&D Waste residues and recycled products:

The C&D Waste Processing Facility built at Tehkhand Okhla for South Zone and Central Zone by the Concessionaire must earmark separate space for storage of C&D Waste residues or aggregates obtained after processing for one month generation and while recycled products shall be stored for two/three – month generation.

Disposal: The Concessionaire shall process the C & D waste in such a manner that residue material / rejects/ultimate residue to the landfill site is not more than 10%. The concessionaire will be responsible for disposal of minimum 90% of the C & D waste.

2.2.7 Awareness Programme

- a) The Successful Applicant shall undertake a mass awareness programme, in South Zone and Central Zone, so as to ensure that C&D waste being generated in his/her concession area is being disposed off at designated C&D waste dump site(s). Owners/builders seeking building permissions will be asked to register with the concessionaire, so that the C&D waste generated in their premises can be collected from the source only.
- b) Two percent of monthly transportation fees; receivable/payable to the Successful Applicant by MCD shall go to Escrow Account and this fund shall be utilized by the Successful Applicant for organizing and conducting public awareness programs [at least once in every fortnight, in each zone]. The Successful Applicant shall engage a firm of international repute [may be of Indian origin] for implementing the awareness program. The MCD Engineer will supervise this activity during the entire concession period. In case

of any failure in the public awareness programme the fund of 2% of monthly transportation fees kept in Escrow Account will be transferred to MCD.

- c) The concessionaire shall create awareness regarding the significance of handling the C&D waste and its proper disposal and the location of designated collection points. For facilitation a help line number shall be provided so that “on demand” lifting can be arranged. The message shall be conveyed through various platforms like resident welfare association (RWA’s), civil society groups etc. The bulk waste generators like builders, Government Departments like PWD and DDA officials shall be directly contacted. The residents shall be encouraged to immediately inform about unauthorized dumping of C&D waste on helpline number.
- d) The Concessionaire must allocate a specific budget for creating awareness for the project. Intensive awareness campaigns especially in the initial 1 year shall be organized through print (newspapers, circulars, leaflets), electronic (local cable network, social media platform, internet etc) and traditional media (street plays).
- e) **Print media:** The entire concept of proper handling and disposal of C&D waste, including information about the designated C&D waste collection points and the uses of recycled C&D waste materials, toll free helpline number for on-demand lifting of C&D waste should be conveyed through posters, brochures, pamphlets given to each house or commercial establishment and can be displayed in prominent positions as well as local newspapers.
- f) **Electronic media:** Local cable television channels, radio, websites, social media platform, internet etc. shall be used by Concessionaire to inform citizens about the toll-free helpline numbers facilitating on-demand C&D waste collection, new C&D waste collection arrangements and advertise contact numbers of officials to call for problem solving or for reporting grievances relating to unauthorized dumping and non-removal of C&D waste.
- g) **Traditional media:** Street Plays - The Concessionaire should make arrangements to hold regular street plays in the initial three years to build awareness about C&D waste management and motivate non-participating residents. The main objectives of this tool of communication should be to emphasize the importance of proper disposal of C&D waste and the problems due to unauthorized dumping of C&D waste on streets and roadsides and illustrating the benefit of recycling C&D waste and the use of final products of recycled C&D.

2.2.8 Penalty Clause

SN	Default	Penalty
1	Delay in attending the complaint regarding non-removal of malba from designated sites beyond 24 hrs of its receiving	Rs. 2000/- per day for each default upto 15 days If default persists for more than 15 days, termination proceedings shall be initiated and malba will be removed on risk and cost of the concessionaire till the final order of termination and the plant will be at the absolute disposal of the MCD.
2	C&D waste accumulated to the extent such that it hinders in the normal functioning of the roads	A lump sum of Rs. 50,000/- day shall be charged additionally with 5% increase every year in addition to the expenses incurred in removing the accumulated C&D waste from third party.

3	Non-placement of containers at designated sites	Rs. 100/- per day for each such default
4	Delay in installation of C&D waste processing plant for the reasons within control of concessionaire.	Rs. 10,000/- per day. In case delay in installation of C & D waste plant on the part of the concessionaire is more than 04 months, MCD without produced to any other rights or remedy against the concessionaire by notice in writing can terminate the contract and take over the site in its possession on as is where is basis. In this case no claim / damages will be payable to the contractor.
5	Improper barricading & Non compliance of NGT Guidelines/C&D waste rules at the Designated site.	Rs. 1000/- per day for each such default. <ul style="list-style-type: none">• This is apart from any penalty imposed by enforcing agency like DPCC, NGT etc.
6.	Improper barricading, non implementation of dust mitigation measures and non compliance of NGT guidelines/C&D Waste rules at the plant.	Rs.20,000/- per day for each such default. <ul style="list-style-type: none">• This is apart from any penalty imposed by enforcing agency like DPCC, NGT etc.

Note: -

1.The upkeep of designated sites shall rests with the concessionaire and the concessionaire shall supervise that Municipal solid waste does not get mixed with C&D waste at the designated sites. If MSW gets mixed with the C&D waste, it will be the responsibility of the concessionaire to segregate both wastes and dispose of all the MSW at nearby dumping point without any extra cost.

2.The concessionaire shall exclusively be responsible for compliance of all labour related laws, accidents/accident claim(s) during construction and setting up of plant; collection, transportation, processing & sale of end products derived after processing of C&D waste etc.

2.2.9 Measures to ensure transparency:

- a) The Store Junior Engineer shall issue a malba slip for collecting and transporting the C&D Waste from the concerned ward and disposing the same at the C&D Waste Processing Plant.
- b) RFID tag to be issued to all the tippers.
- c) The loaded truck shall be weighed at the weigh bridge installed at C&D Plant. The weigh bridge should be linked with the RFID system of MCD.
- d) MCD staff will be deployed round the clock to keep a vigil on the weigh bridge.

- e) The weigh bridge at the plant is monitored through a CCTV camera.
- f) The CCTV footage of every month is submitted to the concerned division on the last day of the month and the record of the same should be preserved by the concessionaire.
- g) The detail of C & D waste collected and transported to plant site, quantity processed, recycled / serviceable materials produced, residue material for disposal to SLF details shall be linked with the integrated online system of MCD for real time checking of the data.

3. GENERAL CONDITIONS

- 3.1 As far as possible, the Applicant shall consider information provided in the RFP for preparing the Technical and Financial Proposals. However it is strongly recommended to the Applicants to carry out their own due diligence based on their own inputs for submission of Proposals. Applicant shall be wholly responsible for all the details and basis of its Proposal, the physical and site conditions, the execution methodology, etc.

Prior to submitting the Proposal, the Applicant is advised to visit and examine the project site and its surroundings, obtain and ascertain for themselves all technical data, demand and other information necessary for preparing their Proposal including carrying out necessary technical surveys, field investigations, market & demand assessment, etc. at its own cost and risk. The Applicant shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Applicant submits a Proposal for this project.

- 3.2 The Proposals would be evaluated based on the details and data furnished in the Proposal. Mere submission of information does not entitle the Applicant to meet an eligibility criterion. The MCD or any of its consultants and/or advisors reserves the right to verify any or all information submitted by the Applicant. MCD's decision regarding any Applicant's eligibility or otherwise shall be final and binding and MCD or any of its consultants and/or advisors would be under no obligation to inform any Applicant of the grounds of such decision.
- 3.3 MCD may request additional information from the Applicant till signing of Concession Agreement. An Applicant may be disqualified if it is determined by MCD at any stage of the RFP Process that an Applicant will be unable to fulfil the requirements of the Project or fails to continue to satisfy the Eligibility requirement. Supplementary information or documentation regarding qualifications may be sought from the Applicant at any time and must be provided within time frame period stipulated in such requests. If the Applicant is unable to provide the information within the stipulated timeframe then the Applicant can be disqualified.
- 3.4 To assist in the examination, evaluation, and comparison of Proposals, the MCD may, at its discretion, ask any Applicant for clarification. MCD may utilize the services of any consultant for the examination and evaluation of Application, Technical Offer and Financial Offer as per the due diligence process. However, clarifications if any required from Applicant shall be in writing (typed and duly signed by authorized signatory) and shall be communicated by the Applicant to MCD.
- 3.5 Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of concession shall not be disclosed to Applicants or any other persons not officially concerned with such process until the award to the "Preferred Applicant" has been announced. Any effort by an Applicant to

influence MCD or any of its consultants and/or advisors processing of Proposals or award decisions may result in the rejection of the Proposal.

- 3.6 MCD or any of its consultants and/or advisors will check Proposals determined to be substantially responsive for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will govern. In case of difference between original and copies, the information/data/Proposal provided in the original would be considered correct and binding. Any such corrections made by MCD shall be considered as binding upon the Applicant and will be duly notified to the Applicant in writing. If the Applicant does not accept the corrections in Proposal, MCD may reject the Proposal and forfeit the Proposal Security.
- 3.7 The Concessionaire should fulfil the time to time requirement of raw material as well as finished products as per the design and specification of the Department i.e. MCD on priority basis.
- 3.8 It would be deemed that prior to the submission of the Proposal, the Applicant has:
- a) Made a complete and careful examination of requirements and other information set forth in this RFP document;
 - b) Received all such relevant information as it has requested from MCD; and
 - c) Made a complete and careful examination of the various aspects of the Project including but not limited to:
 - d) The Project Site, existing facilities and structures;
 - e) The conditions of the access of site and utilities in the vicinity of the Project Site;
 - f) Conditions affecting transportation, access, disposal, handling and storage of the materials;
 - g) Clearances obtained for the Project;
 - h) All other matters that might affect the Applicant's performance under the terms of this RFP; and
 - i) Ascertained itself with local/central laws and rules & regulations thereto as well as other applicable rules and regulations relevant of the Project.
 - j) Whatever the latest guidelines time to time issued by DPCC, Central Pollution Control Board, Ministry of Environment, Forests & Climate Change, Hon'ble NGT/ High court /Supreme Court and statutory bodies to be followed by the Concessionaire till the entire concession period.
 - k) The plant is to be set up at SLF site, the bearing capacity of the soil, foundation and structural stability may be considered for structural designing.
 - l) During development of site, adjoining properties must be taken care of by the concessionaire and if any damage cause to the adjoining property, the concessionaire will be held responsible and concessionaire by himself will borne all the expenses and MCD will be kept indemnified.
- 3.9 The Concessionaire will not misuse the land other than the processing of C&D waste and storage purpose. If the RMC plant is setup by the concessionaire at project site to produce Precast Products like Bricks, Blocks etc. and Concrete using the recycled products obtained from processing of C&D waste and if required to enhance the quality of these products, Concessionaire may add better quality ingredients and other materials as per relevant IS code, but no concrete should be produced at the plant by using only fresh materials. Prior approval must be taken from DPCC for setting of RMC Plant.

4. CONTENTS AND SUBMISSION OF PROPOSALS

4.1 Language

The Application and all related correspondence and documents in relation to the RFP Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application 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 Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

4.2 One Proposal per Applicant

Each Applicant should submit only one proposal (either individually or as part of Consortium of entities). Any entity that submits or participates in more than one Proposal will result in the disqualification of all the Proposals in which the entity has participated.

4.3 Earnest Money (EM)

Online Earnest Money amounting to Rs.35,00,000/- (Rupees Thirty Five Lakh only) shall be deposited by the interested participant and the same will be refunded after furnishing the Performance Guarantee. Earnest money is accepted only in the forms such as deposit at Call Receipt of a Scheduled Bank guaranteed by the Reserve Bank of India / Banker's cheque of a scheduled Bank, Demand Draft of a Scheduled Bank / Fixed Deposit receipt (FDR) of a Scheduled Bank / Rs. 20 Lakh in above said form and balance in form of bank guarantee valid for a period of minimum 180 days from date of submission of tender / bid / RFP, issued by the Scheduled Bank. If, Performance Guarantee is not furnished within specified period of issue of Letter of Acceptance (L.O.A.) Earnest Money shall be forfeited. In case of successful bidder withdraws his proposal before issue of L.O.A, 50% EM will be forfeited and he will not be allowed to participate further in MCD.

The Earnest Money shall be forfeited in the following cases:

- i. If the Applicant withdraws his Application / Proposal during the period between the last date of submission of Proposal and issue of Letter of Acceptance (LOA) then 50% of EM will be forfeited.
- ii. If the Successful Applicant fails to provide the Performance Guarantee with MCD within the specified period of issue of LOA or any extension thereof given by MCD then 100% of EM will be forfeited; and
- iii. If any information or document(s) furnished by the Applicant turns out to be a misleading or untrue in any respect and tenders will required to be recalled then 100% of EM will be forfeited.

4.4 Performance Guarantee

- a. The successful bidder will have to furnish the Performance Guarantee of Rs.1,25,00,000/- (Rs. One crore twenty-five Lakh only),50% in the form of Bank Guarantee and 50% in the form of FD in favour of Commissioner, MCD within seven days of issue of L.O.A. to them. This period can be further extended at the written request of the contractor for a maximum period of seven days with late fee @ 0.1% per

day, of performance guarantee amount. However, in case last day of submission of PG happens to be a bank holiday the last day of submission shall be the next working day.

- b. The Performance Security shall be given by the Selected Bidder in favour of Commissioner, MCD in the form of Bank Guarantee from any Nationalized/Scheduled Commercial Bank.
- c. The Performance Security shall be kept valid for entire Concession Period and 90 days after the expiry of the Concession Agreement, by its renewal every year.
- d. The Performance Security shall not bear any interest and the Concessionaire shall not have any claim on the interest on Performance Security.
- e. If the Concession Agreement is Terminated due to any reason other than Concessionaire's Default, the Performance Security shall subject to MCD & MCD has right to receive amounts, if any, due from Concessionaire to MCD under the Concession Agreement, be duly discharged and released to the Concessionaire.
- f. In the event of the encashment of the Performance Security by MCD pursuant to Encashment Notice issued, the Concessionaire shall within 10 (ten) days of the Encashment Notice, furnish fresh Performance Security to the MCD, failing which the MCD shall be entitled to Terminate the Concession Agreement in accordance with the provisions mentioned herein and in the Concession Agreement.
- g. The MCD shall be entitled to encash the Performance Security fully or partially as the case may be after giving notice of 30 (thirty) days if any Event of Default not being remedied by the Concessionaire despite notice from the MCD.
- h. Whenever any claim against the Concessionaire for payment of sum of money arises out of or under the Concession Agreement, the MCD shall be entitled to recover such sums or any sum then due or which at any time there may become due from the Concessionaire under the Concession Agreement from Performance Security furnished with the MCD.
- i. In case the Performance Security is not sufficient to cover the recoverable amount, the Concessionaire shall pay to the MCD on demand the balance remaining due.

4.5 Format and Signing of Proposal

The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Applicant shall provide all the information sought under this RFP. MCD will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

4.6 Submission of Proposals – Instructions

- 4.6.1 The Applicant shall submit the Proposal in accordance with the guidelines prescribed in this RFP and ensure that the Proposal is complete in all aspects. MCD reserves the right to reject Proposals that do not conform to the guidelines prescribed.
- 4.6.2 The Proposal shall be submitted in two parts, viz., a) **PART I: TECHNICAL BID – PROPOSAL CONTAINING CERTIFICATES / DOCUMENTS RELATING TO ELIGIBILITY REQUIREMENTS, TENDER DOCUMENT FEE & EARNEST MONEY.**

PART II: FINANCIAL BID – RATE FOR TRANSPORTATION FEE.

NOTE: The Financial Proposal should be contained in Part II only. Inclusion of any Financial Offer in other parts would lead to disqualification of the Proposal. E.M. envelope shall be with Part -I Envelope.

4.6.3 The Applicant shall submit two copies of the Proposal in separate envelopes marked “Original” and “Copy” respectively. In the event of discrepancy between the original and the copy, the Original shall prevail.

4.6.4 The packing, sealing and marking of the Proposal should be done in envelopes as per the table and the instructions given in Table 2.

4.6.5 **Validity of Proposal:**

The Proposals shall be valid for a period of not less than 180(One Hundred Eighty) days from the Proposal Due Date or date of negotiation whichever is later. The validity of Proposal may be extended by mutual consent of the respective Bidders and MCD.

Table 2

Envelope I – ‘ORIGINAL’	
Envelope A	Part I Technical bid / proposal containing certificates / documents relating to eligibility requirements, tender document fee & earnest money, RFP document duly signed, duly filled and signed all forms and annexures i.e. Annexure 01 to Annexure 12 with all necessary details and supporting documents. Duly filled and signed integrated pact as per Annexure – 17.
Envelope B	Part II – Financial bid as per Annexure – 13.

Envelope 2 –‘COPY of the above said documents / details in same manner’

4.6.6 Each of the two parts of the Proposal (Copy) should be hard-bound and enclosed in two separate sealed envelopes with respective marking namely – “Envelope A –technical bid”, “Envelope B - Financial Proposal”.

4.6.7 These two envelopes should be enclosed in another sealed envelope marked “Name of the Project – Original”.

4.6.8 Similar process as given above should be done with respect to “**copy**”,

4.6.8.1. In the financial bid, the rates shall be quoted in figures as well as in words and shall be protected with transparent tape, failing which the bid may liable to be rejected.

All envelopes, both outer and inner, must be addressed to;

Superintending Engineer (Project) West Zone,

3rd Floor, Dr. Sahib Sahib Singh Verma Nigam Bhawan,

Shivaji Place, Rajouri Garden,

New Delhi 110025

e-mail address:-seprojectwz@gmail.com

4.6.9 All envelopes should be delivered at the address specified in Clause 4.6.8 on or before due xx/xx/xxxx and xx/xx AM/PM. Any proposal received after the closing time shall be returned unopened.

4.6.10 MCD expects Applicants to adhere to the sealing and marking instructions given above and assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted. If the envelope is not sealed and marked as instructed above, such Proposal, may, at the sole discretion of MCD, be rejected.

4.6.11 Proposal must be in Hard Copies. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

4.6.12 Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the different annexure is insufficient.

4.6.13 MCD may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum to this RFP to all Applicants if required.

4.7 Submission of Proposals – Contents and Format

“Part I – Technical bid: -

Proposal shall include the following contents in the formats prescribed and enclosed as Annexures as listed in Table 3 and Table 4:

Table 3

Format	Content
	Earnest Money (as defined in clause 4.3)
Form I	Covering Letter for Proposal Submission (Annexure –1)
Form II	Details of Applicant/Applicant Consortium (Annexure - 2)
Form III	Power of Attorney of Authorized Signatory of Applicant (Annexure - 3)
Form IV	MoA (in case of Proposal submitted by a Consortium) (Annexure - 4)
Form V	Power of Attorney of Lead Member (for Consortium Proposal) (Annexure -5)

- Form VI** Format of Board Resolution of Applicant /Applicant Consortium Members (Annexure-6)
- Form VII** Format for Anti Collusion certificate (Annexure – 7)
- Form VIII** Details and Proof of Technical Capacity (Annexure –8)
- Form VIII A** Details and Proof of Financial Capacity (Annexure – 9 ‘A’)
- Form VIII B** Certificate from Statutory Auditor regarding Financial Capacity (Annexure - 9‘B’)

Table 4

Format	Content
Form IX - A	Formats for Technical Proposal (Annexure – 10)
Form IX –B	Technical Plan for Project Facilities Work Plan & C&D Waste Collection and Transportation (Annexure – 11)
Form X	Details of Expert Team with curriculum vitae attached (Annexure -12)

Part II – Financial bid: –“Financial Offer” shall include the following contents in the formats prescribed and enclosed as Annexure 13:

Table 5

Format	Content
Form XI	Formats for Financial Proposal (Annexure – 13)

4.8 Application Due Date

- Applications should be submitted before due date and time, at the correspondence address as detailed in this RFP.
- MCD may, in its sole discretion, extend the Application Due Date by issuing an Addendum to this RFP to all Applicants if required.
- Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date or date of negotiation. MCD reserves the right to reject any Proposal, which does not meet the requirement.
- The Pre-bid meeting will held in office of CE (West) MCD at 19th Floor, Dr. SPM Civic Centre, JLN Marg, Delhi-110002 on date and time given in RFP.

4.9 Late submission of Proposal

Proposals received by MCD after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

4.10 Modifications/substitution/withdrawing of Proposal

4.10.1 The Applicant may modify, substitute, or withdraw its Proposal after submission,

provided that written notice of the modification, substitution, or withdrawal is received by the MCD by the Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant after the Proposal Due Date.

- 4.10.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 4.10.3 Any alteration/ modification in the Proposal or additional information submitted subsequent to Proposal Due Date, unless the same has been expressly sought for by the MCD, shall be disregarded.

5. ELIGIBILITY OF APPLICANTS

- 5.1 Applicant may be a single entity or a group of entities (the "Consortium"), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used hereinafter would therefore apply to both a single entity and/or a Consortium/joint venture. The term Applicant Members used hereinafter shall refer to the members of a Consortium/joint venture.
- 5.2 However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant.
- 5.3 The Applicant should submit a Power of Attorney as per the format enclosed in this RFP, authorizing the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at Annexure - 7.
- 5.4 Any Applicant who has been barred by the MCD or MCD or Central/State Government or any other Government/Semi-Government authority, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as a member of the Consortium.
- 5.5 An Applicant that is under a declaration of ineligibility by MCD or any other Government/Semi-Government authority in India at the date of submission of the Proposal or thereafter shall not be eligible to submit an Application, either individually or as a member of the Consortium.
- 5.6 **The entities having any outstanding dues against MCD are not eligible to submit an Application.**
 - 5.6.1 The Applicant shall not be permitted to submit an Application if any near relative is posted as divisional accountant or as an Engineer in any capacity between grades or S.E.(MCD) and Junior Engineer (Both inclusive). Applicant shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to divisional accountant or of an Engineer in any capacity between grades or S.E. (MCD) and Junior Engineer (Both

inclusive). Near relative means wife/husband/parents/ grandparents/children/ grandchildren/brothers/sisters/aunts/cousins etc. and their corresponding in-laws.

- 5.7 Where the Applicant is: (i) a single entity which is an entity incorporated and registered as a company outside India; and/or (ii) a Consortium where any one member is an entity incorporated and registered as a company outside India, it shall be required to form an appropriate Special Purpose Vehicle (the “SPV”), incorporated under the Indian Companies Act 1956 to execute the Concession Agreement and implement the Project.
- 5.8 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the order issued by Ministry of Finance vide F.No.6/18/2019-PPD dated 23/07/2020. This order shall be considered as part of this RFP. Certificate regarding compliance with this order also required to be submitted.

5.9 Proposal by Consortiums

In case the Applicant is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements: -

There shall be a maximum of 3 (three) Members in the Consortium at the time of submission of Proposal.

- (a) Subject to the provisions of clause 5.9 (a) above, the Application should contain the information required for each member of the Consortium.
- (b) Members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format at Annexure -7, signed by all the other members of the Consortium; the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
- (c) Besides the Lead Member, there may be two (2) other consortium/joint venture member(s). In such a case, the Lead Member as the case may be, along with the associate Member(s) should satisfy the Proposal Eligibility Criteria. The Lead Member would be required to commit to hold a minimum equity stake equal to $\geq 51\%$ of equity capital in the Consortium//joint venture; in the Project at all times during the Concession Period (Table 6).

Table 6

Consortium/Joint Venture		
1	If, Two Members	Lead Member: $\geq 51\%$ of equity capital in the Consortium in the Project at all times during the Concession Period. Other Member: If his experience is used for Proposal purposes, then he/she should hold minimum 26% of equity capital in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD).
2	If, Three Members	Lead Member: $\geq 51\%$ of equity capital in the Consortium in the Project at all times during the Concession Period. Other Member: If his experience is used for Proposal purposes, then he/she should hold minimum 15% of equity capital in the consortium for a minimum period of 3 years, after the Commercial Operation date (COD).

- (d) For Financial Capability assessment of a Consortium Lead Member, Lead member would need submit Audited Annual Reports in respect of annual turnover and net worth of the Applicant(s) (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Application is made. The annual turnover and net worth would be taken as an arithmetic sum of the annual turnover and net worth of the Lead Member along with the associate Member(s) of the Consortium/joint venture, as applicable.
- (e) In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to the same effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for two years preceding the year for which the Audited Annual Report is not being provided.
- (f) No change in composition of the Consortium shall be allowed between the Proposal Due Date and the date of issue of Letter of Award
- (g) The Proposal shall contain a notarized original copy of the Memorandum of Agreement (MoA) entered into between the Consortium Members. Each Member of the Consortium shall duly sign the MoA, making each of the Consortium Members, liable for their respective roles and commitments relating to the technical and financial requirements of the project. In the absence of such a document, the Proposal would not be considered for evaluation and will be rejected. The MoA entered into between the members of the Consortium should be specific to the Project and should fulfil the above requirements, failing which the Proposal shall be considered non-responsive. The MoA shall not be amended without the explicit approval of MCD. The MoA shall, inter alia:
 - (h) Convey the intention of the Applicant Member(s) for entering into a long term legally binding MoU for implementation of this project, as per the terms and conditions of this document;
 - (i) Clearly outline the role and responsibilities of each Applicant Member;
 - (j) Specify the percentage equity participation of each Applicant Member(s) in the project. The equity participation shall be in real term(s) i.e. the equity must be invested in the Project components, such as site development, buildings, equipment, manpower and maintenance;
 - (k) Confirm that a copy of the balance sheet of each Applicant Member shall be filed in the MCD at the end of each financial year, to show the equity participation in real term(s) i.e. the equity must be invested in the Project components, such as site development, buildings, equipment, manpower and maintenance;
 - (l) Demonstrate its intent, in forming a special purpose vehicle (SPV) for execution of the Project. The now formed SPV would enter into Concession Agreement with MCD and subsequently carryout all the responsibilities of the Successful Applicant; and
- (m) Indicate that each Applicant Member shall be liable jointly as well as severally to each activity in the Project, in accordance with the terms of the Concession Agreement.

Conflict of Interest

- (a) Applicants shall not have a conflict of interest (the "Conflict of Interest") that affects the RFP Process. Any Applicant found to have a Conflict of Interest will be disqualified. A Applicant may be considered to have a Conflict of Interest that affects the RFP Process, if:
- i. Such Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Applicant or a constituent thereof in the other Applicant(s) (or any of its constituents) is less than 1% of its paid up and subscribed capital; or
 - ii. A constituent of such Applicant is also a constituent of another Applicant; or
 - iii. Such Applicant receives or has received any direct or indirect subsidy from any other Applicant, or has provided any such subsidy to any other Applicant; or
 - iv. Such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
 - v. Such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Applicant; or such Applicant has participated as a consultant to MCD in the preparation of any documents, design or technical specifications of the Project.

5.10 Eligibility Criteria

In order to be considered for the Technical Proposal to be evaluated, the Applicant must meet the following technical and financial capacity requirements as stated below:

5.10.1 Technical Capacity

Agency must have Experience in Design, Construction and O&M of C&D Waste Plant or MSW processing plant or Stone crushing Plant with facility of Sand Washer for minimum 3 years during last 7 years and the agency should meet one of the following criteria of projects as given below :-

1. One project of 800 TPD
2. Two projects of 600 TPD
3. Three projects of 400 TPD

The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity as per format given **as Annexure 10**

5.10.2 Financial Capacity

- (a) The Applicant or the collective members of the Consortium must have an average annual financial turnover on similar works of at least Rs. 12.50 Crore during the immediate last three preceding consecutive financial years from the current financial year. This should be duly audited by Chartered Accountant. Year in which no turnover is shown shall also be considered for working out the average.
- (b) The Applicant must provide solvency certificate amounting to Rs. 10.00 Crore duly certified by scheduled bank or Net Worth Certificate of 2.50 Cr issued by Certified Chartered Accountant.
- (c) The applicant is required to provide statement duly certified by the Chartered Accountant of not having incurred any financial loss in more than two years during the immediate last five consecutive financial years.

6. EVALUATION OF BIDS

6.1 Confidentiality

- 6.1.1 MCD shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. MCD shall not provide to any Applicant information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.
- 6.1.2 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising MCD in relation to or matters arising out of, or concerning the RFP Process. MCD will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. MCD 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 MCD.

6.2 Clarifications

- 6.2.1 To facilitate evaluation of Proposals MCD may, at its sole discretion, seek clarifications from any Applicant during the evaluation period. Such clarification(s) shall be provided within the time specified by MCD for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If an Applicant does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, MCD may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of MCD.
- 6.2.2 Applicants are advised that the evaluation of Proposals will be entirely at the discretion of MCD. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the selection process will be given.
- 6.2.3 Any information contained in the Proposal shall not in any way be construed as binding on MCD, its agents, successors or assigns, but shall be binding against the Applicant if any Project is subsequently awarded to it on the basis of such information.

6.3 Evaluation – Part I – Response to Eligibility requirements

The Technical Proposal of the Applicants shall be opened on due date and time.

Part-1 of the Proposal i.e., technical bid shall be opened in the presence of Applicants' representatives, who choose to attend, on the Proposal Due Date (xx/xx/xxxx) (xx:xx AM/PM). The following information will be announced and recorded.

6.3.1 Number of Proposals received

6.3.2 Names of Applicant Firms / Consortiums

6.3.3 Particulars of the earnest money and tender document fee.

6.3.4 Test of responsiveness:

Prior to evaluation of Part-I, MCD shall determine whether it is responsive to the requirements of the RFP. Part I of Proposals received shall be considered responsive only if:

6.3.5.1 It contains the Demand Draft for Earnest Money.

6.3.5.2 It is received as per marking and sealing instructions specified.

6.3.5.3 It is received by the Due Date including any extension thereof pursuant to relevant section of this RFP.

6.3.5.4. It is signed, sealed, hard bound and marked as stipulated in the RFP.

6.3.5.5. It is accompanied by the Power(s) of Attorney as specified in the RFP.

6.3.5.6. It contains all the information (complete in all respects) as requested in this RFP.

6.3.5.7. It contains information in formats same as those specified in this RFP.

6.3.5.8 It is accompanied by the Memorandum of Agreement (MoA) (for Consortium), specific to the Project[s], as stipulated in the RFP

6.3.5.9 It does not contain any condition or qualification and it is not non-responsive in terms hereof.

6.3.6. Evaluation of Proof of Technical Capacity submitted by Applicant.

6.3.6.1 Definite proof from the appropriate authority of having satisfactorily completed the work shall have to be produced, which shall be to the satisfaction of the competent authority. It is clarified that in case of companies, an applicant will be allowed to rely upon the experience of its parent company.

6.3.6.2 Experience for any activity relating to a Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner, whatsoever.

6.3.7. Evaluation of Proof of Financial Capacity submitted by Applicant.

6.3.7.1. MCD may verify the Audited Annual Reports accompanying the application of the Applicant (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Application is made.

- 6.3.7.2. In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 2 (two) years preceding the year for which the Audited Annual Report is not being provided.
- 6.3.7.3. In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Applicant or the Consortium Member in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.
- 6.3.7.4. MCD reserves the right to reject any Proposal which has a non-responsive Part-I and no request for alteration, modification, substitution or withdrawing shall be entertained by the MCD in respect of such Proposal.
- 6.3.7.5. Applicants not meeting the threshold criteria would be disqualified and the Part II – Technical Proposal and Part III – Financial Proposals would be returned to them unopened.
- 6.3.7.6. After the evaluation of Part I of the Proposal, MCD would announce the list of shortlisted Applicants who would qualify to move to the next stage of the Evaluation process.
- 6.3.7.7. While MCD would notify also the other Applicants who have not been short-listed, it will not entertain any query or clarification from Applicants who fail to qualify for the second stage of evaluation, namely opening and evaluation of Technical Proposal.

6.4 Evaluation –Technical Proposal / Appreciation and understanding of the project / Proposed Methodology and Technology

- 6.4.1 The applicant shall prepare a cost estimates for executing the work, along with a break-up of the O&M expenses during the entire Concession Period. Applicant shall enclose the probable means of financing the project.
- 6.4.2 A detailed write up on the Organizational structure (as per Annexures), working methods and program demonstrating how the Applicant will achieve the standards of performance during the operations period, should also be enclosed.
- 6.4.3 It is mandatory for the applicant to submit a soft copy of the technical proposal, without which RFP submission will be considered incomplete.
- 6.4.4 The applicant should also submit a power point presentation (in CD) covering the summary of technical proposal.

In case the Technical Proposal is found to be ambiguous/ inadequate, MCD at its discretion may request the Applicant for additional information and/or clarifications as it deems necessary and appropriate.

- 6.4.5 MCD reserves the right to reject the Proposal of an Applicant without opening the Part III Financial Offer, if, in its opinion, the contents of Part II - Technical offer are not substantially responsive and/or adequate vis-à-vis the requirements of this RFP.
- 6.4.6 The areas of scrutiny and the weight-ages of evaluation of different aspects will be done as per the criteria already given in the notice inviting tender under heading “**Criteria for Evaluation of the performance of contractors for Pre-Eligibility**”.

The Technical Proposal would be evaluated on the basis of rating of various parameters detailed in RFP / Annexures.

- (i) The marks awarded to a particular firm/consortium by the evaluation committee (as approved by the MCD) or Consultant(s) or Advisor(s) of MCD, would be final and binding on the Applicant(s).
- (ii) In case the Technical Proposal is found to be ambiguous/ inadequate, MCD at its discretion may request the Applicant for additional information and/or clarifications as it deems necessary and appropriate. The applicant(s) would be required to submit clarification to MCD within the time limit, as stipulated by the MCD.
- (iii) MCD reserves the right to reject the Proposal of a Applicant without opening the Part III Financial Offer, if, in its opinion, the contents of Part II - Technical offer are not substantially responsive and/or adequate vis-à-vis the requirements of this RFP.

The applicant shall prepare a cost estimates for executing the work, along with a break-up of the O&M expenses during the entire Concession Period. Applicant shall enclose the probable means of financing the project.

Note: The Applicant(s) shall page numbered the document(s) submitted by him/her and also shall prepare an index mentioning each content of the proposal clearly [by giving page number], failing which the proposal shall be considered as non-responsive and shall summarily be rejected.

6.5 Evaluation – Part II – Financial Offer

- 6.5.1 Part II – Financial Proposal of Applicants not qualifying in the evaluation of Part I- Technical Proposal / bid would be returned unopened to the Applicants. One valuation of the Financial Proposals, the technically qualified Applicants shall be graded in accordance with the quoted rate of Transportation fee to be charged from the MCD per tonne of C&D waste.

- 6.5.2 All Applicants must note that MCD would not be providing any C&D Waste processing fees/charges for its malba / C & D waste, however, for malba / C & D waste collected by the Concessionaire at the plant from other department, he will be entitled to charge upto the rate of Rs.300/MT in first year of operation with yearly increase/decrease in WPI of Machinery, Labour and POL.
- 6.5.3 MCD may invite the Applicant quoting the lowest Transportation Charges (including loading and unloading of C&D Waste) per MT from MCD. Yearly increase/decrease in Transportation Fee will be based on WPI of Machinery and POL.
- 6.5.4 In the event that two or more Applicants have quoted the same rate of Transportation Charges, MCD may take any such measure as may be deemed fit to its sole discretion, including annulment of the Selection process, or call the applicants, who quoted same rates, for sealed revised offers and lowest offered rate will be considered for further award of contract.
- 6.5.5 The Applicant ranked / graded "First" in accordance with the above procedure would be declared as the Preferred and/or Selected Applicant, as evidenced by the issue of Letter of Acceptance described in Section 7 below.

6.6 Notification and Issue of Letter of Intent

- 6.6.1 Following the Evaluation of Part II – Financial Proposal, MCD will ascertain the following facts that the Preferred Applicant:
 - 6.6.2 Continues to meet the eligibility criteria as given in this RFP;
 - 6.6.3 Is in complete compliance with the Technical Proposal and Qualifying criteria requirements set out in this RFP document.
 - 6.6.4 Conforms to all terms, conditions, and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Project; which limits in any substantial way, inconsistent with the RFP documents, MCD's rights or the Applicant's obligations under the proposed Concession Agreement; Whose rectification would affect unfairly the competitive provision of other Applicants presenting substantially responsive Proposals.
- 6.7 The Preferred/Selected Applicant shall be notified in writing by MCD as evidenced by issue of Letter of Intent (LOI) to the Preferred Applicant.
- 6.8 Conditions Precedent for issue of Letter of Award
 - 6.8.1 The successful Applicant shall confirm his acceptance of the LOI issued by MCD within 7 (seven) days as evidenced by signing and sending a copy of the LOI issued to him. In the event the duplicate copy of the LOI duly signed by the Selected Applicant is not received by the stipulated date, MCD may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money of such

Applicant on account of failure of the Selected Applicant to acknowledge the LOI, and the next Applicant may be considered.

6.8.2 The Preferred Applicant shall comply with the following conditions precedent for issue of Letter of Acceptance (LOA) within [30] days of issue of LOI:

- (a) Formation of Project SPV (with the equity shareholding) in compliance with the shareholding conditions of the RFP, including obtaining resolutions of Board of Directors of the individual equity holders of the Project SPV.
- (b) The format for the Letter of Award is enclosed as **Annexure –14** in this RFP.

7. MCD'S RIGHT TO ACCEPT OR REJECT PROPOSAL

- a. MCD reserves the right to accept or reject any or all the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the RFP Process, at any time prior to award of Concession, without liability or any obligation for such acceptance, rejection or annulment.
- b. MCD reserves the right to invite revised Proposals from Applicants with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
- c. MCD reserves the right to reject any Proposal if at any time:
- d. A material misrepresentation made any stage in the RFP Process is uncovered; or
- e. The Applicant does not respond promptly and thoroughly to requests for supplement information required for the evaluation of the Proposal.

8. FRAUD AND CORRUPT PRACTICE

- a. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the RFP process. Notwithstanding anything to the contrary contained herein, the MCD shall reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the RFP process.
- b. Without prejudice to the rights of MCD, if an Applicant is found by the MCD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the RFP process, such Applicant shall not be eligible to participate in any tender or EOI/RFP issued by MCD during a period of 2 (two) years from the date such Applicant is found by MCD to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Clause 8, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the RFP process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the MCD who is or has been associated in any manner, directly or indirectly with the RFP 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 MCD, shall be deemed to constitute influencing the actions of a person connected with the RFP process); or (ii) engaging in any manner whatsoever, whether during the RFP process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the MCD in relation to any matter concerning the Project;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the RFP process;
 - (iii) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the RFP process;
 - (iv) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the MCD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the RFP process; or (ii) having a Conflict of Interest; and
 - (v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the RFP process.

9. TERMINATION

The Contract shall be deemed terminated in following conditions:

9.1 Default Conditions for Termination

- i. Termination on expiry of the Contract: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Authority has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- ii. Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Clause Ten (10).

9.2 Termination due to Event of Default

9.2.1 Termination due to Event of Default of Bidder

- (a) A material failure or refusal of the Concessionaire to comply with the obligations and duties imposed on the Concessionaire pursuant to this Agreement shall constitute a material Breach of this Agreement on the part of the Concessionaire. In the event of any material breach of any of the terms of this Agreement by Concessionaire as described in this section, MCD and the Concessionaire shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach, MCD shall have the right to Terminate this Agreement, if
 - (i) MCD shall have given prior written notice to the Concessionaire specifying that a particular default or defaults exist which will, unless corrected, constitute a Material Breach of this Agreement on the part of the Concessionaire ("Termination Notice"), and
 - (ii) The Concessionaire has not corrected such default or has not taken reasonable steps to commence to correct the same within three (3) days from the date of the notice given pursuant to clause 18.1(a)(i) above or thereafter does not diligently continue to take reasonable steps to correct such default; and
- (b) MCD may terminate this Agreement by issue of notice and personal hearing if the Concessionaire (i) becomes insolvent or bankrupt or ceasing to pay in debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or making an arrangement with or for the creditors or consenting to or acquiring in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) becomes a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Concessionaire under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days, or (iii) takes any action approving of, consenting to, or acquiring in, any such proceeding, or (iv) becomes a party to the levy of any distress, execution or attachment upon the property of the Concessionaire which shall substantially interfere with the Concessionaire's performance hereunder;
- (c) Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be constructed as approval of a course of conduct;
- (d) Upon the occurrence of a Material Breach and the declaration of termination of this Agreement by MCD, this Agreement and the rights granted hereunder shall be no further force and effect, exception those provisions concerning MCD's right to indemnity and to temporarily assume MCD's obligations and the Dispute Resolution clause, MCD then shall be free to enter into whatever other arrangements are deemed justified and necessary for the collection, removal and disposal of Waste within the Collection Area;

(e) If the Concessionaire's employment is terminated and is not reinstated, MCD shall

In the event of any default by the successful bidder as stated above, Authority will issue a Notice to the bidder in writing setting out specific defaults / deviances / omissions. The successful bidder will need to remedy the default / deviances/ omissions committed within thirty (30) days of the receipt of the notice to the satisfaction of Authority. In case, the successful bidder fails to remedy the default to the satisfaction of Authority, Authority will be entitled to terminate the Agreement in full or in part. Authority will revoke the Performance Security/EMD, provided by the bidder. Authority will not be required to refund any money received from the bidder. Upon termination of the agreement, the Authority also has the right to debar the Bidder from participating in future works. If the project is terminated then Authority will take possession of the plant and no compensation will be paid to the bidder.

9.2.2 Termination due to Event of Default of Authority

The failure on the part of the Authority to perform any of its obligations or comply with any of the terms of this tender shall constitute an Event of Default on the part of the Authority. The events of default as mentioned above may include, inter-alia, the following:

- i. The Authority has failed to make any due Payments (under Article 7) due to the Contractor and more than 90 (ninety) days have elapsed since such default;
- ii. The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 30 (thirty) days of receipt of notice thereof issued by the Contractor;
- iii. The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- iv. Authority has unreasonably withheld or delayed grant of any approval or permission within its respective jurisdictions and such delay and withholding is not attributable to Contractor or Force Majeure which the Contractor is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect; and
- v. Any representation made or warranties given by the Authority under this Agreement have been found to be false or misleading.

Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon the occurrence of Authority Event of Default, the Contractor shall be entitled to terminate this Agreement by issuing Termination Notice. The Proposal needs to be forwarded by the Contractor within the period stipulated therefore, and the Authority shall have further period of 30 (thirty) days to remedy/ cure the underlying Event of Default. If, however Authority fails to remedy/ cure the underlying Event of Default within such further period allowed, the Contractor shall be entitled to terminate the contract.

9.3 Consequences of Termination

In all cases of termination herein set forth, the obligation of the parties shall be limited to the period up to the date of effective termination. However, notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or for adherence after such termination.

9.4 Payments upon Termination

9.4.1 Termination Payment for Contractor Event of Default

Upon Termination of this Agreement on account of Contractor Event of Default, the Authority shall be entitled to forfeit the Performance Security of the Contractor and pay Termination

Payment to the Contractor of an amount equal to outstanding Bills/invoices. All the payments shall be made after offsetting any amount that may be due from the Bidder to the Authority.

9.4.2 Termination Payment for Authority Event of Default

Upon Termination of this Agreement on account of Authority Event of Default, The Contractor shall be entitled to receive back the Performance Security from the Authority and also receive from the Authority, Termination Payment of an amount equal to the unpaid Bills / invoices. If either Party disputes, whether an event specified in Clauses 9.1 or 9.2 hereof has occurred, such Party may, within sixty (60) days after receipt of notice of termination from the other Party, refer the matter to arbitration, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

9.5 Withdrawal of Termination

Notwithstanding anything inconsistent contained in this contract, if the Bidder served with the termination Notice cures the underlying event of default to the satisfaction of ULB at any time before the termination occurs, the termination notice shall be withdrawn by the ULB which had issued the same. Provided that the party in breach shall compensate the ULB for any direct costs/consequences occasioned by the event of default which caused the issue of termination notice.

- I. Cease to be under obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Concessionaire's employment shall have been calculated and provided such calculation shows a sum or sums due to the Concessionaire;
 - II. Be entitled to exercise a lien over any of the equipment including the material and the equipment used in the Project Facilities and the Associated facilities belonging to the Concessionaire for any sum due hereunder or otherwise from the Concessionaire to MCD;
 - III. Be entitled to employ and pay other person to provide and complete the provision of the CTD Services or any part thereof and to use all such Concessionaire's materials, clothing, equipment, vehicle or other goods for the purposes thereof;
 - IV. Be entitled to deduct from any sum or sums which would have been due from MCD to the Concessionaire under this Agreement or any other contract or be entitled to recover the same from the Concessionaire as a debt, any loss or damage to MCD resulting from or arising out of the termination of the Concessionaire's employment. Such loss or damage shall include the reasonable cost to MCD of the time spent by its officers in terminating the Concessionaire's employment and in making alternative arrangements for the provision of the CTD Services or any part thereof;
- (f) When the total cost, loss and/or damage resulting from or arising out of the termination of the Concessionaire's employment have been calculated and deducted so far as practicable from any sum or sums which would have been due to the Concessionaire in respect of the CTD Services performed up to the time of termination of this Agreement, any balance shown as due to MCD shall be recovered as a debt, or alternatively, MCD, shall pay to the Concessionaire any balance shown as due to the Concessionaire.

10. Force Majeure or Force Majeure Event

10.1 "Force Majeure" or "Force Majeure Event" means circumstances or situations that are unusual occurrences which tend to disrupt normal activities and which are beyond the control of the person affected by these ("Affected Party") and include, but not be limited to the following: -

- i. Earthquake, flood, inundation and landslide;

- ii. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances;
- iii. Fire caused by reasons not attributed to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party;
- iv. Strikes, labour disruptions or any other industrial disturbances not arising on account of omissions of the Affected Party;
- v. Acts of terrorism;
- vi. Action of Government agencies having material adverse effect, including but not limited to:
 - a) Acts of expropriation compulsory acquisition or take over by any Government Bidder of the processing / landfill site facilities or any part thereof.
 - b) Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Bidder in any proceeding, which is non-collusive and duly prosecuted.
 - c) Any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any applicable permits, in each case for reason other than the Bidder's breach or failure in complying with the SWM rule, 2016, O&M requirements defined in the contract, applicable laws, applicable permits, any judgment or order of any Government Bidder or of any contract by which the Bidder as the case may be is bound.
 - d) Early termination of this agreement by Authority for reason of national emergency or national security.
- vii. National emergency or declaration of police emergency;
- viii. War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear waste, radioactive toxic explosion, volcanic eruptions.
- ix. When any force majeure event prevents a collection and processing on a particular day, the Concessionaire shall make collection & processing on the next day. If such conditions continue for an entire week, or more, the Concessionaire shall, on the day the regular service to a customer resumes, start collecting & processing the materials that were amassed for collection during the interval when collections were missed, and clear the backlog at the earliest.
- x. Upon the occurrence of a force majeure Event, the obligations of the concessionaire, the performance of which are directly interfered with by such force Majeure Event shall stand suspended till such time as the force majeure Event subsides.
- xi. Change in Law, which shall mean the occurrence or coming into force of any of the following, after the contract signing:
 - a) The enactment of any new Indian law including laws related to environment / emission / discharge standards;
 - b) The repeal, modification or re-enactment of any Applicable Law;
 - c) A change in the interpretation or application of any Indian law by a court of record.

Force Majeure shall not apply in the following circumstances and events:

- i. Unavailability, late delivery of the spares, machinery, materials/consumables for the work on account of change in cost, delay in manufacture;
- ii. A delay in performance of any other Bidder or employees of the Bidders;
- iii. Non-performance of machinery resulting from wear & tear and not maintained on time.
- iv. Non-performance on account of failure to comply with any laws of India related to the work.

Neither Authority nor the Bidder shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.

Upon occurrence of an event considered by the Bidder to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify Authority's representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The Bidder shall also notify Authority's representative of any proposals, including any reasonable alternative means for performance, but shall not affect such proposals, without the consent of Authority's representative.

Upon occurrence of any event considered by Authority to constitute Force Majeure, and which may affect performance of Authority's obligations, he shall promptly notify the Bidder and the Bidder's representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. Authority shall also notify the Bidder of any proposals with the objectives of completing the works and mitigating any increased costs of Authority and the Bidder.

10.2 Procedure for Calling Force Majeure:

- i. The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the affected Party in overcoming the effects will be conveyed to the other party with supporting data including relief from them.
- ii. The affected party shall also inform to the other party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected party.
- iii. Neither party shall then be responsible or liable or any action under the tender conditions for failure or delay in performance of the work under the contract.
- iv. The period allowed for restoration of the normal performance by the parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
- v. Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.
- vi. The Bidder shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
- vii. When the affected party is able to resume performance of its obligations under this contract, it shall promptly give the other party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
- viii. The rights and obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure; ULB shall not be liable to make any payment to the Bidder for him being affected on account of Force Majeure. In this situation, the Bidder shall only be paid for the work done, since unforeseen situation should be shared by both, ULB and Bidder.

10.3 Duty to Notify any Disruption of CTD Services

In the event of the Concessionaire being unable to perform the CTD Services or any part thereof, the Concessionaire shall immediately inform MCD giving details of the circumstances, reasons and likely duration and action taken to rectify the situation. Nothing in this condition shall in any way alter, modify relieve or in any way vary the

Concessionaire obligation to provide the CTD Services in accordance with the provisions of this agreement.

11. DISPUTE SETTLEMENT

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

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

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

- a. The parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any dispute.
- b. **There is no arbitration clause in RFP. For settlement of the disputes, Dispute Redressal Committee (DRC)** will be constituted under chairmanship of Addl. Commissioner (Engg.) with other members as per provisions of prevailing CPWD Works Manual.

Except where otherwise provided in the contract, all questions and disputes relating to the meaning/interpretation of provisions of RFP documents or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract/agreement, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- I. If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chief Engineer who shall refer the disputes to a Disputes Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The DRC shall give the opposing party two weeks for a written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE. Provided that no party shall be represented before the DRC by an advocate/ legal counsel etc.
- II. If the Dispute Redressal Committee (DRC) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Dispute Redressal Committee or expiry of the time limit above, then either party may within a period of 30 days from the receipt of the decision of dispute redressal committee present his case to the court of law within jurisdiction of Delhi.

12. Surrender of Project

In the event the Concessionaire defaults under this concession agreement and the concession agreement is terminated pursuant to termination **clause-9** or at expiration of the concession agreement, the concessionaire shall surrender peaceably and promptly possession of the Project including all immovable infrastructure, machineries, equipment etc. to the MCD in as good condition excepting only ordinary wear and tear, which the Concessionaire is not obligated by the concession agreement to repair.

13. LABOUR LAWS TO BE COMPLIED BY THE CONCESSIONAIRE

The Concessionaire shall obtain a valid license under the Contract Labour (R&A) Ad 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971 before the commencement of the work, and continue to have a valid license und the completion of the work. The Concessionaire shall also comply with provisions of the Inter-State Migrant Workmen (Regulation of Employee and Conditions of Service) Act. 1979. He shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1988.

The Concessionaire shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to refill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

13.1: No labour below the age of fourteen years shall be employed on the work

13.2: Payment of Wages

- (i) The Concessionaire shall pay to labour employed by him either directly or through sub Concessionaires, wages not less than fair wages as defined in the SDMC Concessionaire's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The Concessionaire shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-Concessionaires in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the Concessionaire's part of this contract, the Concessionaire shall comply with or cause to be complied with the Municipal Corporation of Delhi Concessionaire's Labour Regulations made by Corporation from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorzedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, Inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour

(Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- (iv) (a) The Engineer-in-Charge concerned shall have the right to deduct from the moneys due to the Concessionaire any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.
- (b) Under the provision of Minimum Wages (Central) Rules, 1950, the Concessionaire is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the Concessionaire by the Engineer-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all inclusive minimum day wages fixed under Notification of the Delhi Administration No.F.12(162)MWO DAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- (V) The Concessionaire shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen' Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Concessionaire's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- (vi) The Concessionaire shall indemnify and keep indemnified Corporation against payments to be made under and for the observance of the laws aforesaid and the SDMC Concessionaire's Labour Regulations without prejudice to his right to demand indemnity from his sub-Concessionaires.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the Concessionaire to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The Concessionaire shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen

13.3: In respect of all labour directly or indirectly employed in the work for the performance of the Concessionaire's part of this contract, the Concessionaire shall at his own expense arrange for the safety provisions as per SDMC Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the Concessionaire fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs 200/- for each default and in addition, the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Concessionaire.

13.4: The Concessionaire shall submit by the 4th and 19th of every month, to the Engineer in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively-

- (1) The number of labourers employed by him on the work.
- (2) Their working hours.
- (3) The wages paid to them,
- (4) The accidents that occurred during the said month showing circumstances under which they happened and the extent of damage and Injury caused by them, and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the Concessionaire shall be liable to pay to Corporation, a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Divisional Officer shall be final in deducting from any bill due to the Concessionaire, the amount levied as fine and be binding on the Concessionaire.

13.5: In respect of all labour directly or indirectly employed in the works for the performance of the Concessionaire's part of this contract, the Concessionaire shall comply with or cause to be complied with all the rules framed by Corporation from time to time for the protection of health and sanitary arrangements for workers employed by the Municipal Corporation of Delhi and its Concessionaires.

13.6: Leave and pay during leave shall be regulated as follows:

1. Leave

- (i) In the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day.
- (ii) in the case of miscarriage- up to 3 weeks from the date of miscarriage.

2. Pay:

- (i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined or at the rate of Rupee one only a day whichever is greater.

(ii) in the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The Concessionaire shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix-I and II and the same shall be kept at the place of work.

13.7: In the event of the Concessionaire(s) committing a default or breach of any of the provisions of the Municipal Corporation of Delhi, Concessionaire's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Corporation a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the Concessionaire(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Engineer-in-Charge shall be final and binding on the parties.

Should it appear to the Engineer-in-Charge that the Concessionaire(s) is/are not properly observing and complying with the provisions of the SDMC Concessionaire's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work people employed by the Concessionaire(s)

(hereinafter referred as "the said Rules") the Engineer-in-Charge shall have power to give notice in writing to the Concessionaire(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the Concessionaire(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work people as aforesaid, the Engineer-in-Charge shall have the power to provide the amenities hereinbefore mentioned at the cost of the Concessionaire(s). The Concessionaire(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-Charge shall have power to give notice in writing to the Concessionaire(s) requiring that the said huts and sanitary arrangements be remodelled and/or reconstructed according to approved standards, and if the Concessionaire(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-Charge shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Concessionaire(s).

- 13.8:** The Concessionaire(s) shall at his/their own cost provide his/their labour with a sufficient number of huts (hereinafter referred to as the camp) of the following specifications on a suitable plot of land to be approved by the Engineer-in-Charge (0).
- (a) The minimum height of each hut at the eaves level shall be 2.10m (7 ft) and the floor area to be provided will be at the rate of 2.7 sq.m. (30 sqft) for each member of the worker's family staying with the labourer.
 - (b) The concessionaire shall in addition construct suitable cooking places having a minimum area of 1.80m x 1.50m (6'x5') adjacent to the hut for each family.
 - (c) The concessionaire shall also construct temporary latrines and urinals for the use of the labourers each on the scale of not less than four per each one hundred of the total strength, separate latrines and urinals being provided forewomen.
 - (d) The concessionaire shall construct sufficient number of bathing and washing places, one unit for every 25 persons residing in the camp. These bathing and washing places shall be suitably screened.
 - (ii) (a) All the huts shall have walls of sun-dried or burnt-bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in Charge. In case of sun-dried bricks, the walls should be plastered with mud gobi on both sides. The floor may be katcha but plastered with mud gobi and shall be at least 15 cm (6") above the surrounding ground. The roofs shall be laid with thatch or any other materials as may be approved by the Engineer in-Charge and the Concessionaire shall ensure that throughout the period of their occupation, the roofs remain water-tight.
 - (b) The Concessionaire(s) shall provide each hut with proper ventilation.
 - (c) All doors, windows, and ventilators shall be provided with suitable leaves for security purposes.
 - (d) There shall be kept an open space of at least 7.2m (8 yards) between the rows of huts which may be reduced to 6m (20 ft) according to the availability of site with the approval of the Engineer-in-Charge. Back to back construction will be allowed.

- (iii) Water Supply - The concessionaire shall provide adequate supply of water for the use of labourers. The provisions shall not be less than two gallons of pure and wholesome water per head per day for drinking purposes and three gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or river, tanks which may be of metal or masonry, shall be provided. The Concessionaire(s) shall also at his/ their own cost make arrangements for laying pipelines for water supply to his/ their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore.
 - (iv) The site selected for the camp shall be high ground, removed from jungle.
 - (v) Disposal of Excreta - The Concessionaire(s) shall make necessary arrangements for the disposal of excreta from the latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed, the Concessionaire(s) shall make arrangements for the removal of the excreta through the Municipal Committee/authority and inform it about the number of labourers employed so that arrangements may be made by such Committee/authority for the removal of the excreta. All charges on this account shall be borne by the Concessionaire and paid direct by him to the Municipality/authority. The Concessionaire shall provide one sweeper for every eight seats in case of dry system.
 - (vi) Drainage - The Concessionaire(s) shall provide efficient arrangements for draining away sullage water so as to keep the camp neat and tidy.
 - (vii) The Concessionaire(s) shall make necessary arrangements for keeping the camp area sufficiently lighted to avoid accidents to the workers.
 - (viii) Sanitation - The Concessionaire(s) shall make arrangements for conservancy and sanitation in the labour camps according to the rules of the Local Public Health and Medical Authorities.
- 13.9:** : The Engineer-in-Charge may require the Concessionaire to dismiss or remove from the site of the work any person or persons in the Concessionaires' employ upon the work who may be incompetent or misconduct himself and the Concessionaire shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc, where the labour have an easy access to the individual houses, the Concessionaire shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. AE/JE will display a list of Concessionaires working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.
- 13.10:** It shall be the responsibility of the Concessionaire to see that the building under construction is not occupied by anybody unauthorisedly during construction, and is handed over to the Engineer-In-Charge with vacant possession of complete building. If such building though completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy up to 5% of tendered value of work may be imposed by the Superintending Engineer whose decision shall be final both with regard to the justification and quantum and be binding on the Concessionaire.

However, the Superintending Engineer, through a notice, may require the Concessionaire to remove the illegal occupation any time on or before construction and delivery.

13.11: Employment of Skilled/semi skilled workers

The Concessionaire shall, at all stages of work, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of construction Management and Research (NICMAR) National Academy of Construction, CIDC or any similar reputed and recognized institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-slanted workers required in each trade at any stage of work. The Concessionaire shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer in charge for approval Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the Concessionaire shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of Concessionaire to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by Concessionaire at the rate of Rs 100 per such tradesman per day Decision of Engineer in Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crore.

For work costing more than Rs. 50 crore, and upto Rs. 100 crore, the Concessionaire shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 10% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi skilled tradesmen.

For work costing more than Rs. 100 crore, the Concessionaire shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20% of the unskilled worker engaged in the project in co-ordination with the CPWD Regional Training Institute & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

13.12: Contribution of EPF and ESI

The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the Concessionaire. These contributions on the part of the employer paid by the Concessionaire shall be reimbursed by the Engineer-in-charge to the Concessionaire on actual basis. The applicable and eligible amount of EPF&ESI shall be reimbursed preferably within 7 days but not later than 30 days of submission of documentary proof of payment provided same are in order.

14. MISCELLANEOUS

- 14.1 The RFP process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi [only] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the RFP process.
- 14.2 MCD, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:-
 - (a) Suspend and/ or cancel the RFP process and/ or amend and/ or supplement the RFP process or modify the dates or other terms and conditions relating thereto;

- (b) Consult with any Applicant in order to receive clarification or further information;
 - (c) Retain any information and/ or evidence submitted to the MCD by, on behalf of, and/ or in relation to any Applicant; 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 Applicant.
 - (f) All the relevant condition of GCC, GFR & CVC will be considered as part of this document.
- 14.3 MCD has no liability to supply / arrange any fixed quantity of C&D waste / Malba. However any quantity of C&D waste / Malba supplied /dumped by MCD has to be recycled free of cost as per condition of contract.

FORM – I

COVERING LETTER FOR PROPOSAL SUBMISSION

[On Letterhead of the Applicant, or Lead Member in case of Consortium of Firms]

[The

*****]

Dear Sir,

Sub: RFP Reference No._____ dated _____for Proposal for Collection, Transportation, Processing and Disposal of Construction and Demolition (C&D) Waste generated within the jurisdiction of Municipal Corporation of Delhi (MCD) at Tehkhand, Okhla for Central and South Zone.

With reference to your RFP document dated *****, I/we, have examined the RFP Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project.

- (1) The Proposal is unconditional and unqualified.
- (2) All information provided in the Proposal and in the Appendices is true and correct.
- (3) This statement is made for the express purpose of qualifying as an Applicant for the development, construction, operation and maintenance of the aforesaid Project as explained in this RFP document.
- (4) I/We shall make available to MCD for any additional information it may find necessary or require to supplement or authenticate the Bid.
- (5) I/ We acknowledge the right of MCD to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- (6) We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

- (7) I/We declare that:
- I/ We have examined and have no reservations to the RFP Documents, including any Addendum issued by MCD.
- I/ We do not have any conflict of interest in accordance with provisions of the RFP document.
- I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with MCD or any other public sector enterprise or any government, Centre or State; and
- I/ We here by certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (8). I/ We understand that you may cancel the RFP Process at any time and that your are neither bound to accept any Proposal that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to Applicants, in accordance with provisions of the RFP document.
- (9) I/ We believe that we/ our consortium/ proposed consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
- (10) I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
- (11) I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- (12) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- (13) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- (14) I/ We undertake that in case due to any change in facts or circumstances during the RFP Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate MCD of the same immediately.

- (15) [We acknowledge that our Consortium/ proposed Consortium was pre-qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Members who will own at least 26% of the equity of the Concessionaire and undertake that each of such Consortium Members shall continue to hold at least 26% of the equity of the Concessionaire until the Commercial Operation Date of the Project is achieved under and in accordance with the provisions of the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.]
- (16) [I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform MCD forthwith along with all relevant particulars and MCD may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Intent/Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without MCD being liable to us in any manner whatsoever.]
- (17) I/ We understand that the Selected Applicant shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate itself as such prior to execution of the Concession Agreement.
- (18) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by MCD in connection with the selection of the Applicant, or in connection with the RFP Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- (19) In the event of my/ our being declared as the Selected Applicant, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- (20) I/We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the MCD or in respect of any matter arising out of or concerning or relating to the RFP Process including the award of Concession.
- (21) The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP documents, our own estimates of costs and MSW generation and its characteristics and after a careful assessment of the site and all the conditions that may affect the Bid.

- (22) I/We offer an Earnest Money of Rs 35, 00,000/ (Rupees Thirty Five Lakh only) in the form of a Demand Draft (D.D. number; Date: Bank Name :) is attached.
- (24) I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened.
- (25) I/We agree to keep this offer valid for 180 (One Hundred Eighty) days from the Bid Due Date specified in the RFP / dated of negotiation.
- (26) I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
- (27) Provision for [I/we have received all the clarifications issued by MCD]
- (28) I/we will abide by the terms and condition set forth in the draft Concession agreement and a copy of the same bearing initial of the undersign on every page is attached herewith.
- (29) Notwithstanding any qualification or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

Name and seal of Applicant/Lead Firm

FORM II

FORMAT FOR DETAILS OF APPLICANT/ APPLICANT CONSORTIUM

1. (a) Name:
 - (b) Country of incorporation
 - (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[s]:
3. Details of individual(s) who will serve as the point of contact/ communication:
 - (1) Name:**
 - (2) Designation:**
 - (3) Company:**
 - (4) Address:**
 - (5) Telephone Number:**
 - (6) E-Mail Address:**
 - (7) Fax Number:**

Particulars of the Authorized Signatory of the Applicant:

- (a) Name:**
- (b) Designation:**
- (c) Address:**
- (d) Phone Number:**
- (e) Fax Number:**
- (f) e-mail:**

In case of a Consortium:

- (a) The information above (1-4) should be provided for all the members of the Consortium.**
- (b) A copy of the Jt. Bidding Agreement among the Consortium members**

FORM III

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

[One person to be nominated by each member of the Consortium](On Non- Judicial Stamp Paper of Rs. 100/-)

POWER OF ATTORNEY

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 of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Proposal for Collection, Transportation, Processing and Disposal of Construction and Demolition (C&D) Waste generated within the jurisdiction of Municipal Corporation of Delhi (MCD) at Tehkhand, Okhla for Central and South Zone on B.O.T. basis for Municipal Corporation of Delhi (hereinafter referred to as MCD) Project proposed by the Municipal Corporation of Delhi (hereinafter referred to as “MCD”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Applicants' and other conferences and providing information / responses to MCD, representing us in all matters before the MCD, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MCD in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with MCD.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2022

(Signature)

(Name, Title and Address of the Attorney)

Date :

Witnesses:

1.

2.

Accepted [Notarised]

(Signature)

(Name, Title and Address
of the Attorney)

Note:

- a. In case of Applicants who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorised officer of the Embassy of India and duly stamped by the Department of Stamps & Registration, Government of NCT Delhi.
- b. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law [Indian Laws Only] and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- b. In case an authorised Director of the Applicant signs the Application, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.

FORM IV

CONSORTIUM PROPOSAL

(ON NON-JUDICIAL STAMP PAPER OF RS 100 DULY ATTESTED BY NOTARY PUBLIC)

This Memorandum of Understanding (MoU) entered into this day of 2016 at

Among

_____ (hereinafter referred as" ----- ") and having office at India Party of the **(First Part)**

And

_____ (hereinafter referred as" ----- ") and having office at India Party of the **(Second Part)**

The parties are individually referred to as **Party** and collectively as **Parties**.

WHEREAS the Authority has invited Proposals from interested Firms / Consortiums for Appointment of Private operator for development of the [Project] through a Concession agreement.

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties" rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

- (1) That M/s _____ who is the Lead Members of the Consortium commits to hold a minimum equity stake equal to [as per the provisions of the Bid document] of the aggregate shareholding of the Consortium at all times during the Concession Period. /or That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The Said SPV shall not undertake any other business during the Concession Period.
- (2) That M/s _____ who is the Lead Members of the Consortium commits to hold a minimum equity stake equal to [as per the provisions of the Bid document] of the aggregate shareholding of the Consortium at all times during the Concession Period. /or That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The Said SPV shall not undertake any other business during the Concession Period.
- (3) That any dilution in the equity holding by the Parties in the consortium shall be as per the provisions of the Concession Agreement. /or That the equity shareholding of the Parties in the issued and paid up capital of the SPV shall not be less than as specified under the Bid documents.
- (4) That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession Agreement and the Request for Proposal.

FORM V

FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING LEAD MEMBER OF CONSORTIUM

(On a Stamp Paper of Rs 100/-)

POWER OF ATTORNEY

Whereas, Municipal Corporation of Delhi(“MCD”) has invited proposals from qualified Applicants for Proposal for Collection, Transportation, Processing and Disposal of Construction and Demolition (C&D) Waste generated within the jurisdiction of Municipal Corporation of Delhi (MCD) at Tehkhand, Okhla for Central and South Zone.

Whereas, the Consortium being one of the qualified Applicants is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP Document) and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project or in the alternative to appoint one of them as the Lead Member who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s Proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. -----, and M/s..... (the names and address of the registered offices), do hereby designate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with MCD, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with MCD.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member and our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated thisDay of2023

THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2023.

For _____
(Name & Title)

For _____
(Name & Title)

For _____
(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

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

Note:

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- ii. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- iii. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

FORM VI

FORMAT FOR BOARD RESOLUTION OF COMPANIES

Format for Lead Member

“**RESOLVED THAT** approval of the Board be and is hereby granted to join the consortium with and

----- (name and address of the consortium

members) for joint submission of Proposal for appointment as a Private Service Provider to under take the project on **Proposal for Collection, Transportation, Processing and Disposal of Construction and Demolition (C&D) Waste generated within the jurisdiction of Municipal Corporation of Delhi (MCD) at Tehkhand, Okhla for Central and South Zone.**

“**RESOLVED FURTHER THAT** the Memorandum of Agreement (“MoA”) to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“**RESOLVED FURTHER THAT** Mr. ----- (name), (designation) be and is hereby authorized to enter into an MoA, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favour of ----- to act as the Lead Member.

FORMAT FOR MEMBER

“**RESOLVED THAT** approval of the Board be and is hereby granted to join the consortium with ---- ----- , ----- and (name and address of the consortium members) for joint submission of Proposal to the Authority for appointment as a Private Service Provider to undertake the Project on **Proposal for Collection, Transportation, Processing and Disposal of Construction and Demolition (C&D) Waste generated within the jurisdiction of Municipal Corporation of Delhi (MCD) at Tehkhand, Okhla for Central and South Zone,**

“**RESOLVED FURTHER THAT** the Memorandum of Agreement (“MoA”) to be entered into with the consortium partners (a copy whereof duly initialled by the Chairman is tabled in the meeting) be and is hereby approved.”

“**RESOLVED FURTHER THAT** Mr. ----- (name), (designation) be and is hereby authorized to enter into an MoA with the consortium members and execute a power of attorney in **FAVOUR OF ----- TO ACT AS THE LEAD MEMBER**”

FORM VII

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

To be executed by lead member, in case of consortium

We hereby certify and confirm that in the preparation and submission of our Proposal for the properties listed below, we have not acted in concert or in collusion with any other Applicant 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 Proposal.

Dated thisDay of, 2023

.....

(Name of the Applicant¹)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)

Note:

- (1) On the Letterhead of the Applicant
- (2) To be executed by both members in case of Consortium

1 Names of all members in case of Consortium

FORM VIII

DETAILS AND PROOF OF TECHNICAL CAPACITY

- (1) EXPERIENCE IN COLLECTION AND TRANSPORTATION OF C&D WASTE OR MSW or Stone Crushing Plant

Year Names of Projects related to Design, Construction and O&M of C&D Waste Plant or MSW processing plant or Stone crushing Plant with facility of Sand Washer Name of the Client

Capacity in TPD

(*attach documents in support)

- (2) Experience in Design, Construction and O&M of C&D Waste Plant or MSW processing plant or Stone crushing Plant with facility of Sand Washer

Name of Member	Processing Facility Location (*)	Technology(*)	Capacity (TPD) (*)	Area (Hectares)	Period of operation (*)	Quantity of C&D Waste/MSW processed /Stone crushing (TPD) (*)	Quantity of C&D/MSW Waste/Stone Crushing recovered & recycled (*)	Quality of Residue (*)
					Total			

- (*) **Attach relevant certificates obtained from the authorities/statutory auditors as proof of work/operations signed by Executive Engineer or equivalent. This certificate must contain information regarding**

Time of completion of the installation of the facility.

Delay in time of installation.

Penalty if any levied for this delay.

Comments regarding quality of the work of installation of the facility.

FORM VIII -A

DETAILS AND PROOF OF FINANCIAL CAPACITY

YEAR	Turnover**	Net Worth**

(**Attach copies of audited copies duly signed by chartered accountant of Turn Over, P&L account and Balance sheets and calculation of net worth for last three years)

Statement of profit and loss for last five years duly audited and certified by chartered accountant.

YEAR	Profit	Loss

FORM VIII -B

FORMAT FOR CERTIFICATION BY STATUTORY AUDITOR

This is to certify that M/s _____ (Name of the Applicant) has Net Worth (calculated in accordance with the Bid Document) as set out in the following tables

Net Worth (Rs. Lacs)		
Year 1	Year 2	Year 3

(**Attach copies of audited copies of Turn Over, P&L account and Balance sheets and calculation of net worth for last three years)

Signature and Membership No. of Statutory Auditor

Note:

1. To be provided by Single Entity Applicant and by each member of Consortium.

FORM IX - A

GUIDELINES AND FORMAT FOR TECHNICAL PROPOSAL

The Applicant shall submit a Technical Proposal setting out the approach to the Project. The Technical Proposal shall comply with the Construction Requirements and O&M Requirements. The design and approach for implementing the Project shall also be in compliance with the Applicable Law, including the MSW Rules.

The Technical Proposal shall set out the following components:

- 1. Methodology Statement**
- 2. Process Flow Chart and Material Balance statement**
- 3. Resource Utilisation Statement**
- 4. Operations & Maintenance Scheme**
- 5. Project Schedule**
- 6. Quality Assurance and Quality Control Procedures**
- 7. Environment, Health & Safety Policy and practice**

- 1. Methodology Statement**

The Applicant shall provide a methodology statement, which broadly sets out the approach to the Project. The methodology statement shall include the Applicant's appreciation of the Project, the sequencing of activities to be performed, the facilities to be provided, design standards and basis for calculations of the Processing activities. The methodology statement should address aspects relating to all the activities of processing activities including receipt, weigh and Processing of C&D Waste.

The information provided shall include site layout Plan clearly indicating area for operations, weighbridge/s, access roads, parking area, utilities and office buildings and basis for their sitting and area allocation.

Fill material quantity required to raise the area earmarked for processing units above the flood level. Applicant will also indicate the timeframe in which this quantity should be provided by the MCD.

Detailed plan for technical specifications of weighbridges, proposed mechanism for technical surveillance and plan for record keeping that will facilitate accurate account of C&DW received at the site and facilitate identification of non-conforming wastes should be provided.

The methodology statement should clearly demonstrate the compliance of the approach to be adopted by the Applicant for the implementation of the Project to the minimum specifications set out in the Draft Concession Agreement.

2. Process Flow Chart and Material Balance Statement

The Applicant shall provide a process flow chart and a material balance statement setting out the activities and the outputs at each stage. The components covered shall include Processing of C&D Waste (separation as well as treatment).

For each process module provide process description, process flow chart, layout and engineering drawings. For each unit operation/process of C&D Waste processing modules (varying in technology or size) provide C&D Waste mass balance, energy mass balance; and water, power, machinery and manpower requirement. The purpose of seeking this information is to assess the technical adequacy, area allocation, management of process outputs and rejects and evaluate the robustness of the revenue projections made through use/sale of the process outputs.

Technical supporting details of any similar plants designed/constructed/operated by the Applicant that will help the MCD ascertain the adequacy/suitability of the proposed C&D Waste processing scheme.

The above should be accompanied with the following information:

- (i) Pre-treatment: Details of pre-treatment steps like waste receiving, handling, sorting, screening, homogenization, etc.
- (ii) Treatment: Description of process technology adopted for the conversion of C&D Waste to process products including the process parameters and emissions/effluents volumes and characteristics (with and without pollution control measures)
- (iii) Post treatment: Description of post processing treatments required for converting the process products for sale/disposal
- (iv) Process highlights and benefits: Applicant should provide process highlights, benefits and major limitations (if any)

3. Resource Utilisation Statement

A statement with proper undertakings indicating the procurement, deployment and utilisation of the resources shall be provided. The statement shall include proposed organisational structure, employee deployment, equipment procurement and utilisation, contracting activities, utilisation of office and other facilities.

4. Operations and Maintenance Scheme

The Applicant shall separately set out the operations and maintenance scheme for Processing of C&D Waste indicating the operational practices during the Active Operations Period and Post Closure Period. The maintenance (regular and emergency) schedules and mechanism should also be indicated over the Concession Period.

5. Quality Assurance and Quality Control Procedures

The Applicant will provide details of Quality Assurance and Quality Control (QA/QC) measures he would implement during the Concession period.

B. Operation & Maintenance

As part of the O&M Plan, Applicants should detail the specific activities that they intend to carry with respect to Operations and Maintenance to ensure that the service level obligations are met as set out in the bid documents. Specifically, the O&M Plan should cover

- (a) Asset Management Plan;
- (b) Maintenance Plan/Schedule – regular and preventive of plant, equipment and vehicle;
- (c) Organizational Plan during maintenance;
- (d) Cost management covering power and consumables;
- (e) Stakeholder management, communication and grievance redressed;
- (f) Overall Project Quality Assurance; and
- (g) The Applicant must describe in detail how it proposes to meet the safety requirements and environmental standards.

TECHNICAL PLAN FOR C&D WASTE PROCESING FACILITY

Construction

1. Applicants are requested to prepare a detailed step wise work plan for the Project Facility during construction. This should include the following
2. Detailed Design & Specifications of Project Facilities
3. GA drawing of processing facility showing all the units complete in all respects; and
4. Table giving List of plant, machinery and equipment along with detailed calculation, specification, catalogues, etc.

Construction Phasing:

- (a) The Applicant shall provide a detailed Construction Schedule consistent with the prescribed construction period as specified in the Bid documents. The Applicant shall indicate the milestones and would describe when the various milestones of the Project will be achieved. This Construction Schedule shall form part of the Concession Agreement; and
- (b) The Applicant shall also indicate the pre-conditions for achieving the milestones indicated in the Construction Schedule and significant conditions or events, which may delay achieving a milestone. The schedule shall also indicate identification and acquisition of major Clearances. The above schedule shall also be submitted in a Bar Chart and PERT – CPM network format; and
- (c) Table giving List of all other civil works and facilities to be provided; and
- (d) Detailed design, specifications and drawings of various civil and mechanical installations proposed in the Project Facilities; and
- (e) Detailed design, specifications and drawings of various utilities proposed.
- (f) Manpower and Equipment Mobilization & Deployment Plan vis-à-vis the above construction schedule. This should include:
 - (g) Calculation of manpower requirement; and
 - (h) Details of proposed manpower and organization chart for Authorized person of company; and
 - (i) Details of equipment mobilization and deployment plan
- (j) The above plans should adhere to the overall timeframes for completion of construction and timeframe for Project Commissioning outlined in the Bid documents.

B. Operation & Maintenance

As part of the O&M Plan, Applicants should detail the specific activities that they intend to carry with respect to Operations and Maintenance to ensure that the service level obligations are met as set out in the bid documents. Specifically, the O&M Plan should cover.

- (a) Asset Management Plan;
- (b) Maintenance Plan/Schedule – regular and preventive of plant, equipment and vehicle;
- (c) Organizational Plan during maintenance;
- (d) Cost management covering power and consumables;
- (e) Stakeholder management, communication and grievance redressal;
- (f) Overall Project Quality Assurance; and
- (g) The Applicant must describe in detail how it proposes to meet the safety requirements and environmental standards.

- (h) This part must include design, construction and management of C & D waste processing facility, technology adopted, protection of health and environment, schedule of implementation of the project, plan of marketing products, details of key manpower recourses, mechanism of supervision and control, monitoring the delivery of services, resolution of the public complaints, details of machinery such as tipper trucks / vehicles to be deployed and bins for collection and transportation, details of the equipment of machinery for processing facility

- (i) This part must include details regarding mobilization and arrangement of the fund for design and construction of facility, procurement of the tipping trucks / vehicles as well as operation and maintenance.

(Evaluation of marks will be done on the basis of the technology adopted, compact and environment friendly design, deployment of the man and machinery, time - line for the setting up facility, cash flow for the project.)

FORM IX – B**TECHNICAL PLAN FOR COLLECTION & TRANSPORTATION**

The Applicant may provide the information in the form of design sheets, layout plans, cross sections, PERT charts etc. as may best represent the Applicant’s Technical Plan.

The design and approach for implementing the Project shall be in compliance with the applicable law, including the C&D Waste Management Rules 2016. The technical plan for collection and transportation of C&D Waste shall set out the following conditions:

1. Approach & Methodology
2. Work Plan
3. Operations & Maintenance Scheme
4. Environment, Health & Safety policy and practice

Approach & Methodology:

The Applicant shall provide an Approach and Methodology statement, which broadly sets out the approach to the project. The methodology statement shall include the Applicant’s appreciation of the project, the activities to be performed, the facilities to be provided, basis for formulating the route plans, frequencies etc. The methodology statement should also address aspects relating to all the activities of collection, segregation, and transportation of C&D Waste from the specified zones/wards and disposal of the same to the designated sites.

Work Plan:

The Applicant needs to specify the number of vehicles, bins, and other infrastructure that he plans to deploy towards the project. He needs to specify the minimum manpower that he plans to employ for the implementation of the project.

The Applicants shall submit an estimate of the project cost and the break-up of the same. The components of the project cost must be in consonance with the Approach & Methodology and Work Plan. The components of the project cost shall include, but not restricted to the following:

- a. **Cost of vehicles to be employed**
- b. **Costs involved in mobilization of manpower in line with the Minimum Wage Policy of Government of [Delhi]**
- c. **Costs involved in setting up the necessary infrastructure**

The Applicant shall submit the proposal plan for mobilizing resources for the project indicating details of:

- a. **Sources of funds including debt/equity mix**
- b. **Terms and conditions for components of the funds**
- c. **Finances of arrangements made for mobilizing funds – letters indicating commitment to provide funds for operations from NBFCs, financial institutions and banks.**

The Applicant shall submit a timetable for start-up which shall clearly specify how he plans to mobilize the requisite funds, equipment and manpower required to operationalize the project within a period or [as per bid documents] month from the date of signing of the Concession Agreement

Operations & Maintenance Scheme:

The Applicant shall separately set out the operations and maintenance scheme for the project facilities, indicating the operational activities during the Active Operations Period. The maintenance schedules and mechanism for the project infrastructure should also be indicated over the concession period.

Environment, Health & Safety policy and practice

The Applicant shall indicate the environment, health, and safety policy and practices, which are proposed to be adopted during the concession period, the aspects relating to employee and worker safety, control mechanisms of litter etc. needs to be elaborated.

The technical plan shall also consider the growth of the population and its consequent impact on the management of the municipal solid waste. The Applicant may add chapters if it wishes. The Applicants are encouraged to use maps, diagrams, tables and supporting data in their technical plan.

FORM X

DETAILS OF EXPERT TEAM

- (1) **Details of the Required CVs to handle Project Site and Project facilities:**
- (2) **Format for CVs of senior management staff**

Proposed Position:

Name of Firm:

Name of Staff:

Date of Birth:

Years with Firm/Entity: Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member’s experience and training most pertinent to tasks on assignment.

Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, or fair in speaking, reading, & writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

Date: [Signature of staff member and authorized representative of the firm]
Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

FORM XI

FORMAT FOR FINANCIAL PROPOSAL

ABSTRACT

Sl. No.	DESCRIPTION	AMOUNT (Rs.)/MT of Malba/C&D Waste.	Amount Rs (in word)/MT of Malba/C&D Waste
1	Rate of Transportation fee to be charged from the MCD per tonne of C&D waste collected from South Zone and Central Zone to the processing plant at Tehkhand Okhla.		

****The above rates are exclusive of GST.**

GST is applicable as per Govt. Guidelines.

NOTE:-Yearly increase/decrease in Transportation Fee will be based on WPI of Machinery and POL. No processing charges shall be charged on the Malba of MCD i.e. processing of MCD Malba shall be free of cost.

Applicant's Full Name, Address

Tel No., Fax No., Mobile No. E-mail.

Applicant's signature and Seal

FORM XII

LETTER OF AWARD (LOA)

[Letter Head of the Authority]

Letter No.: _____

Date: _____

To:

(Name and Address of the Preferred Applicant)

Subject: Proposal for Collection, Transportation, Processing and Disposal of Construction and Demolition (C&D) Waste generated within the jurisdiction of Municipal Corporation of Delhi (MCD) at Tehkhand, Okhla for Central and South Zone on B.O.T. basis.

Dear Sir,

This is with reference to the Detailed Technical and Financial Project Proposal submitted by (Name of the firm/ consortium) in response to the Request for Proposal issued to your firm/ consortium on (date). Following the submission of Project Proposal submitted by your firm/ consortium on the (Date), the proposal was considered and evaluated by the Bid Evaluation and/or Tender Committee constituted for this purpose for ***** Project. Several clarifications and discussions have also been conducted with your firm/ consortium between (Months), 20XX.

Following this process, the Authority is pleased to inform you that your firm/ consortium has been selected as the “Successful Bidder” (as per selection provisions of the RFP document) for Collection, Transportation, Processing and Disposal of Construction & Demolition [C&D] Waste **at Tehkhand Okhla for South Zone and Central Zone under MCD.** on B.O.T. basis. Your proposal for charging of Transportation Fee from MCD @ Rs. _____ (Rupees _____ only) per MT of C&D waste with annual increase/decrease based on WPI of Machinery and POL.

This letter of Acceptance is intended to convey the Authority’s acceptance of your proposal at the

[Financial offer] quoted above.

The LOA and award of work is subject to the terms and conditions set out in the RFP issued to you and would further be subject to the conditions set out in the Concession Agreement to be executed between the Authority and your firm/ consortium.

This “Letter of Acceptance is based on the following conditions:

- a. (Bidder Name) shall enter into a Concession Agreement with the Authority at the earliest [to be specified by the Authority], detailing the Terms & Conditions of implementing and managing the "Project" at [Project Area and/or City].
- b. [Bidder Name] shall furnish to the Authority a Performance Guarantee of Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lacs only) in form of Bank Guarantee and simultaneously execute the Concession Agreement in Favour of Commissioner, MCD. The Earnest Money furnished by you for Rs. 35,00,000/ (Rupees Thirty Five Lakh only) will be returned after the time of submission of the Performance Guarantee. The Performance Guarantee shall be retained by the Authority during the entire Concession period as indicated in the RFP.
- c. [Bidder name] shall be governed by the Terms and Conditions stated in the RFP and Concession Agreement. [Bidder name] shall not attach any condition on any of its obligations as stipulated in the RFP document and Concession Agreement; and
- d. [Bidder name] shall submit a detailed Project Implementation & Operation Plan in line with the Technical Proposal submitted along with Bid documents within 30 (thirty) days of signing of agreement for approval of the Authority.

This communication by itself does not create any rights or contractual relationship with the Authority. Any such right or relationship shall come into effect only after the execution of the Concession Agreement.

This letter is acceptance is in duplicate. The duplicate copy of this letter may be signed and returned along with a Letter authorizing the person to sign on behalf of [bidder name]

We look forward to a mutually fruitful relationship.

With best regards,

[The Authority Name & Address]

We confirm that the terms and conditions outlined in this Letter of Acceptance are acceptable to us

Signature: (Authorised Signatory) of Bidder

Name:

Designation:

Date & Seal:

List of designated C&D waste dumping sites

The number / location of designated sites likely to be more in future. However dumping sites will be informed time to time on need base. The concessioner is bound to accept the number / location of designated sites (from where C&D waste to be lifted) informed time to time till the entire concession period. The designated sites of Central & South Zone are as under: -

Central Zone designated C&D waste dumping sites

Sl. No.	Ward Name	Location of Dumping Sites for Malba
1.	Darya Ganj	Behind sale Tax office / Kabristan, ITO
2.	Darya Ganj	Along Order ring road in front of Logistic Centre Opp. Shanti Stoop
3.	Sidharth Nagar	Sidharth Extn. Pocket B & C (Service road) along Barapulla Nallah
4.	Sidharth Nagar	Dharam Veer Maan Marg
5.	Lajpat Nagar	DDA open land near Zonal office Building, Lajpat Nagar-II
6.	Kasturba Nagar	Open land near EE (Project)-II office under Sewa Nagar Flyover (Near Dhalo)
7.	Kasturba Nagar	Toe of Bhisham Pitamah Marg Flyover opp. JLN Stadium
8.	Andrews Ganj	Sri Niwaspuri Nallah adjacent to PWD office near Kodiya Basti.
9.	Sri Niwas puri	Sukhdev Vihar Main road along draing from Mathura road to Escort Hospital.
10.	Sri Niwas puri	Sri Niwas puri main road near Gudwara Camp along Railway line.
11.	Sri Niwas puri	Service road along Captain Gaur Marg opposite Okhla Subzi Mandi.

12.	Govind Puri	Road along DDA park near Govind puri Metro Station.
13.	Tughlaka bad	Near Pocket-10 Kalkaji Extn.
14.	Badarpur	Tajpur Mines.

South Zone designated C&D waste dumping sites

Sl. No.	Ward Name	Location of Dumping Sites for Malba
1.	Vasant Vihar	Near Guru Harkishan Public School Poorvi Marg
2.	Lado Sarai	Opposite Petrol Pump near Bus Stand, Lado Sarai
3.	Mehrauli	Near Machliwala Park, Kishan garh
4.	Vsant Kunj	Open Space near Dhalao Opp Kishan garh village
5.	Vasant Kunj	Low lying area near Rajokari Village
6.	Vasant Kunj	Open near Masoodpur dairy Vasant Kunj
7.	Chhatarpur	100 ft. Road Chattarpur
8.	Chhatarpur	Open Space near Qutub Metro Station along Nallah
9.	Saidulajab	low lying area near Maidan Garhi village
10.	Bhati	Near Toll tax booth on PWD road near Bhati Village
11.	Aya Nagar	low lying area near Ayanagar
12.	Dakshinpuri	Bandh Road Sangam vihar and G Block Sangam vihar
13.	Tigri	Bandh Road Sangam vihar and G Block Sangam vihar
14.	Devili	Bandh Road Sangam vihar and G Block Sangam vihar
15.	Sangam Vihar A	Bandh Road Sangam vihar and G Block Sangam vihar
16.	Sangam Vihar B	Bandh Road Sangam vihar and G Block Sangam vihar

Note: The designated points may increase or decrease as per the requirement.

FORM XIII

**Certificate regarding compliance with the orders issued by Ministry of Finance vide
F.No.6/18/2019-PPD dated 23/07/2020**

[On Letterhead of the Applicant, or Lead Member in case of Consortium of Firms]

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries,' I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

Signature: (Authorised Signatory) of Bidder

Name:

Designation:

Date & Seal:

DRAFT INTEGRITY PACT

(The Integrity Pact agreement shall be executed in Rs100/-non judicial stamp paper and shall be closed along with original financial instrument for the work “Setting up of C&D Waste Processing Plant: Collection, Transportation, Processing of Construction and Demolition (C&D) Waste at Tehkhand, Okhla from Central and South Zone of MCD.

INTEGRITY AGREEMENT

This integrity agreement is made at _____ on this _____ day of _____ 20____.

BETWEEN

Commissioner, MCD represented by the Engineer-in-Charge (herein after referred to as “THE PRINCIPAL, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assignees)

AND

.....
represented by Shri.....herein after referred to as “The BIDDER/CONTRACTOR / Concessionaire”.

PREAMBLE

WHEREAS the Principal has floated the tender (NIT) herein-after referred to as the Tender) and intends to award, under laid down (Name of work) hereinafter referred to as the Contract organizational procedure, contract for

AND WHEREAS the Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s)

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this integrity Agreement (hereinafter referred to as Integrity Pact), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

NOW, THEREFORE, in consideration of mutual covenants contained in this pact the parties hereby agree as follows and integrity pact witnesses as under:-

Article 1: Commitment of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during tender process, treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process execution. or the Contract
 - c) The Principal shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

ARTICLE 2: COMMITMENT OF THE BIDDER(S)/ CONTRACTOR(S)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Corporation/ Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained transmitted electronically.

or

- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly bidder(s) / contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel Lender for the same item.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

- e) Bidder(s)/ Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMS and shall wait for their decision in the matter.

The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or

be an accessory to such offences.

- 3) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Corporation interests.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property) to influence their participation in the tendering process.

ARTICLE 3: CONSEQUENCES OF BREACH

Without prejudice to any rights that may be available to the Principal under law or the Contract or its established policies and laid down procedures, the Principal shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal after giving 14 days notice to the contractor shall have powers to disqualify the

Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal. Such exclusion may be forever or for a limited period as decided by the Principal.

- 2) Forfeiture of EMD/ Performance Guarantee/Security Deposit: If the Principal has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal apart from exercising any legal rights that may have accrued to the Principal, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If the Principal obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to law enforcing agencies for further investigation.

ARTICLE 4: PREVIOUS TRANSGRESSION

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises/ Municipal Corporation in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor deemed fit by the as Principal.
- 3) If the Bidder/Contractor can prove that he has resorted/ recouped the damage caused by him and has installed suitable corruption a prevention system, the Principal may, at its own discretion, revoke the exclusion prematurely.

ARTICLE 5: EQUAL TREATMENT OF ALL BIDDERS/ CONTRACTORS/ SUB CONTRACTORS

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub- vendors.

- 2) The Principal will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal will disqualify Bidders, who do not submit, the duly signed Integrity Pact between the Principal and the bidder, along with the Tender or violate its provisions at any stage of the Tender process.

Article 6- Duration of the Pact

This Integrity Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the contract or expiry of defect liability period, or last payment made under the contract, whichever is later and for all other bidders, 6 months after the Contract has been awarded.

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

Article 7- Other Provisions

- 1) This Integrity Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarter of the Division of Delhi, who has floated the Tender.

Changes and supplements as well as termination notice need to be made in writing.

- 2) If the Contractor is a partnership or a consortium, this Integrity Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Integrity Pact must be signed by a representative duly authorized by board resolution.
- 3) Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Pact, any action taken by the Principal in accordance with this Integrity Pact or interpretation thereof shall not be subject to arbitration.
- 6) In view of the nature of Integrity Pact, the Integrity Pact is irrevocable and shall remain valid even if the main tender/contract is terminated till the currency of the Integrity Pact.
- 7) If any complaint regarding violation of IP is received directly by the Principal in respect of the contract, the same shall be referred to the IEM for comments/recommendations.

ARTICLE 8- INDEPENDENT EXTERNAL MONITOR (IEM)

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission (Names and address of IEMs are as

mentioned in Schedule-F). The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/ Contractors as confidential.
- (3) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the IEM, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors.
- (4) The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The IEM has also signed 'Non Disclosure of Confidential Information' and 'Absence of Conflict of Interest'. In case if any conflict of interest arising at a later date, the IEM shall inform the Engineer-in-Charge and recuse himself/herself from that case.
- (5) As soon as the IEM notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non- binding recommendations. Beyond this the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The IEM will submit a written report to the Engineer-in-Chief/Chief Engineer concerned within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the IEM has reported to the Engineer-in- Chief/Chief Engineer concerned, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Engineer-in-Chief/Chief Engineer concerned has, within a reasonable time, not taken visible action to proceed against such offence or reported it to the Chief Vigilance Commissioner.
- (8) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the project provided such meetings could have impact on contractual relations between the Principal and the contractor. The parties will offer to the IEM the option to participate in such meetings.
- (9) The word IEM or monitor would include both singular and plural.

Article 9-LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the

Tender/Contact documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

The parties hereby sign this Integrity Pact at _____ on _____.

(For and behalf of Principal)

(For and behalf of BIDDER/CONTRACTOR)

Witness1
Name & address

Witness2
Name & address

Place:
Date:

COMPOSITION of C&D WASTE: [for guidance only]

The major/ minor components of the C&D waste are as follows:

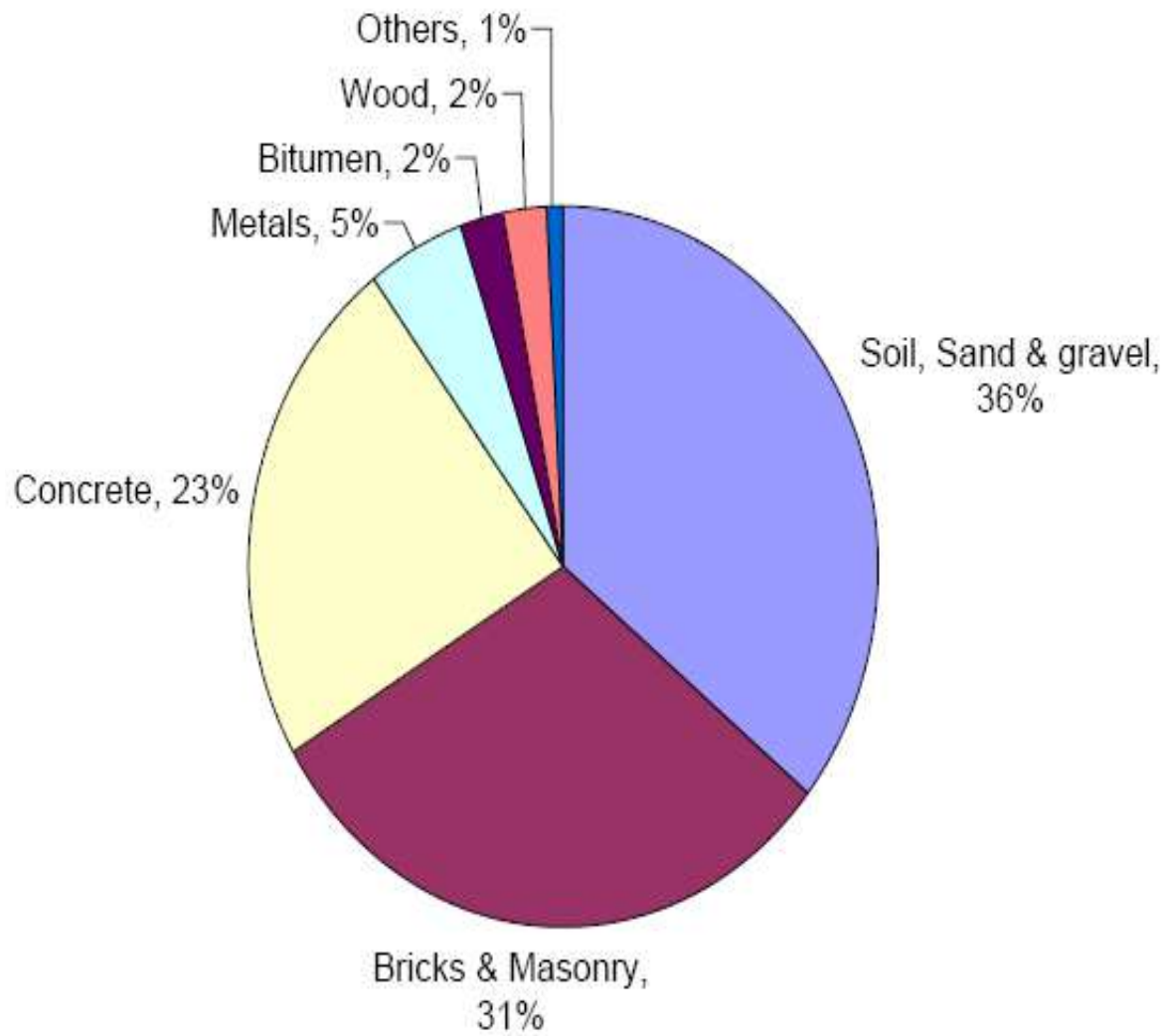
Major components

1. Cement concrete [demolished]
2. Broken Bricks
3. Broken Cement plaster
4. Steel (from RCC, door/window frames, roofing support, staircase railings, etc.)
5. Rubble
6. Broken Stone (marble, granite, sand stone)
7. Broken Timber/wood (especially in the demolition of old buildings)
8. Soil
9. Sand
10. Gravel etc.

Minor components

1. Broken Conduits (iron, plastic)
2. Broken Pipes (GI, iron, plastic)
3. Broken Electrical fixtures (copper/aluminium wiring, wooden baton, Bakelite/plastic switches, wire insulation)
4. Broken Panels (wooden, laminated)
5. Other (glazed tiles, glass panes)

Typical Composition of Indian C&D waste

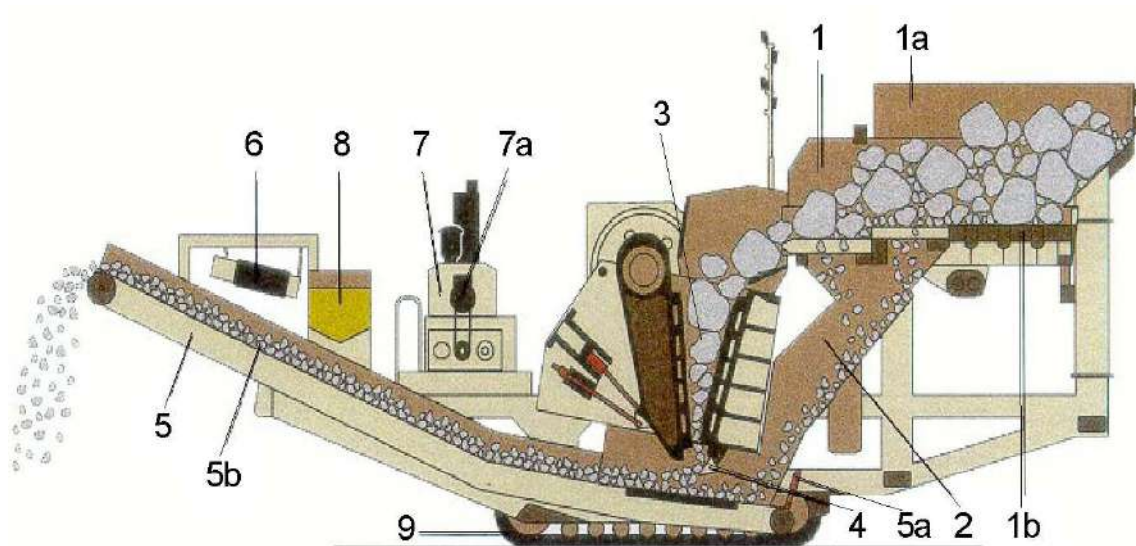


Jaw and Impact Crusher: [For guidance purposes only]

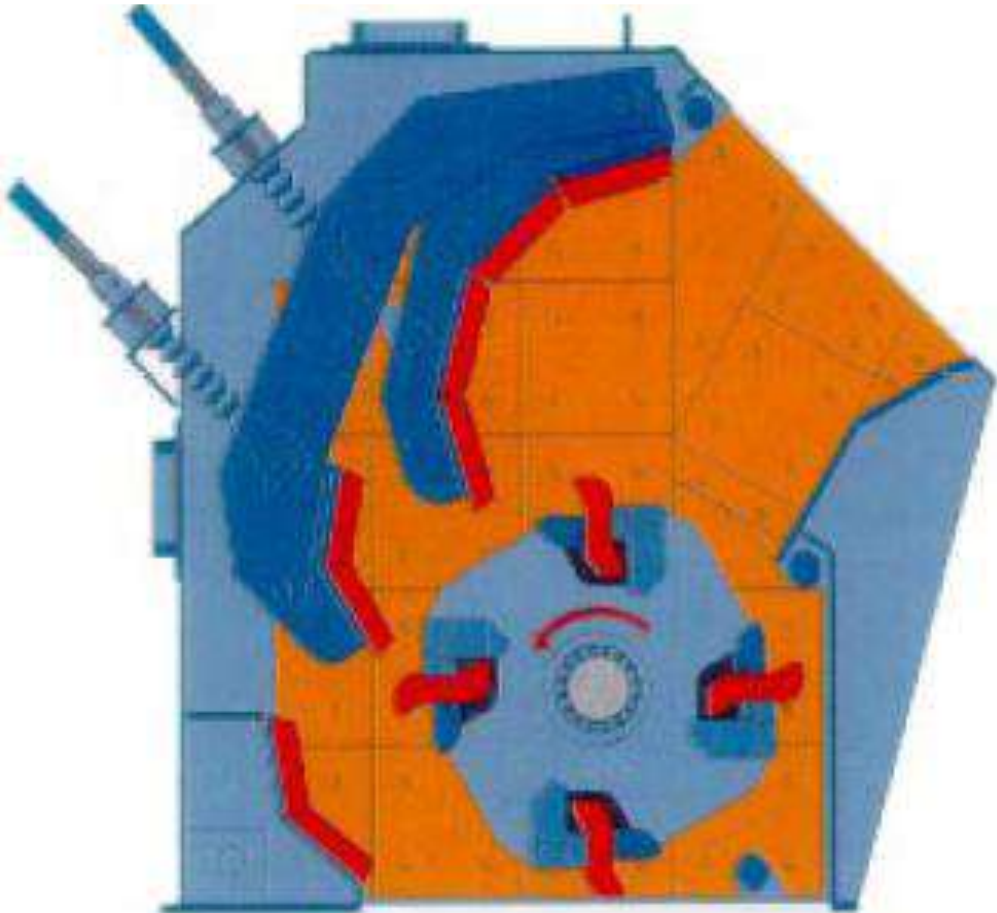
Jaw Crusher:

Key:

- | | | | | | |
|-------|------------------|----|------------------------|----|--------------------|
| 1 | Feed hopper, | 3 | 'Jaw' crusher | 6 | Magnetic separator |
| with: | | | | | |
| 1a | Extension | 4 | Belt protection plate | 7 | Engine Unit |
| 1b | 'Grizzly' feeder | 5 | Main conveyor, with 7a | 7a | Generator |
| | | 5a | hydraulic controls | 8 | Fuel and oil tanks |
| 2 | By-pass chute | 5b | reinforced belt | 9 | Tracks |



Impact Crusher:



Comparison of 'Jaw' and Impact Crushers: [For guidance purposes only]

The choice of an impact crusher over a 'jaw' crusher reflects the fact that it produces a more consistent and predictable aggregate, with sharper edges on the individual granules. Impact crushers use a high speed rotor inside a container into which the material to be crushed, is fed. There are typically four or six 'hammer plates' mounted on the rotor which breaks the material against 'face plates' set at operator-determined positions on the inner surface of the container. The 'cutting' action is very like that on a conventional cylinder lawnmower (for cutting grass). The throughput is greatly affected by the clearance between the rotating 'hammer plates' and the fixed 'face plates', and the rate of wear on the plates varies greatly according to the hardness of the material being processed.

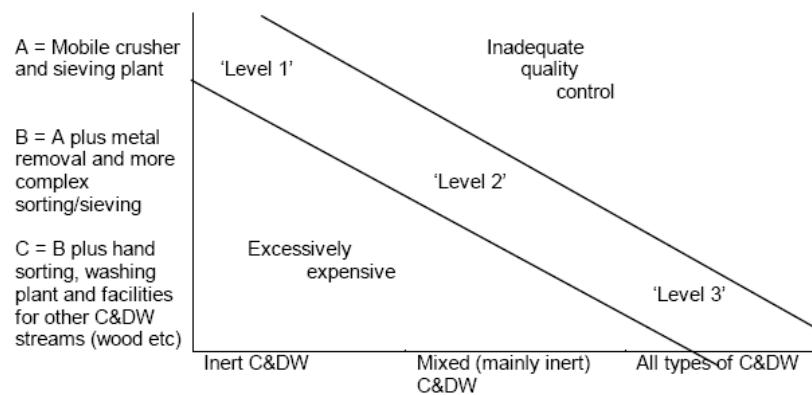
'Jaw' crushers are typically shaped like a wedge, in which one of the faces moves relative to the others, producing a 'chewing' action which grinds the material into progressively smaller pieces as it passes towards the narrow end. Material is fed in at the wide end (the top), and falls out at the narrow end. The narrow end can be set to a range of openings to determine the nature of the resultant material.

The choice between an impact crusher and a 'jaw' crusher is of the Applicant, as it is dependent to which the end product shall be put to use. Impact crushers produce an aggregate with a smaller range of sizes, and although they are substantially cheaper to buy on a size-for-size basis, their running costs are much higher, particularly with very hard materials like some reinforced concretes. In general impact crushers tend to be designed for higher throughputs than 'jaw' crushers.

Pros and Cons of On-and Off-Site Crushing and Sorting: [For guidance purposes only]

On-Site Crushing and Sorting	
Advantages	Disadvantages
<ul style="list-style-type: none"> • lower materials handling and transport costs • lower machinery capital costs • less transport disruption to surrounding areas (if recycled materials can be used on-site) • easier to reduce and/or mitigate adverse environmental impacts on surrounding areas • more practical to use a wider range of higher capacity equipment <ul style="list-style-type: none"> • lower machinery operating costs per tonne of C&D waste • easier to control quality of recycled materials • possible to hold stocks, thereby making positive marketing of recycled materials easier 	<ul style="list-style-type: none"> • conflicts between site operations and space demands for materials and machinery • higher machinery operating costs per tonne of C&D waste • more local noise and dust nuisance • less flexibility related to where/when recycled materials can be used • construction may be delayed • proper control of demolition process essential (to avoid arrival of unknown quality materials) • higher materials handling and transport costs • higher machinery capital costs • fixed costs of recycling the site (land etc)

Figure xx: Choice of processing option with respect to composition of waste



Feasibility study on use of Construction & Demolition (C&D) waste in Road Construction' by Central Road Research Institute (CRRRI), New Delhi: [For guidance purposes only]

C&D waste is a marginal material having some of its strength properties slightly lesser than the specified limits as per IRC/MORTH. However at the same time, it is non-plastic, permeable and its strength can be improved by stabilization. Hence C&D waste has the potential for utilizing it in Embankment, sub-grade, Sub-base, Base and Concrete mixes of road pavement. However, final conclusions regarding its feasibility in pavement construction can be arrived at only after construction of a test track and evaluating its performance under actual traffic and environmental conditions. The major conclusions drawn from the detailed laboratory investigations are given below:

- a) The specific gravity of C&D waste aggregates is lesser than conventional hard stone aggregates. This can be attributed to presence of brickbats and mortar pieces.
- b) Crushed C&D waste or sieved C&D waste can be utilized as a material for construction of embankment. The side slopes of such embankments should be protected against surface erosion. C&D waste can be utilized for construction of sub-grade also.
- c) Mechanically stabilized C&D waste mixture with C&D waste aggregates and powdered C&D waste in the designed proportion can be used for sub-base layer. However, C&D waste has a marginally lower ten percent fines value and hence may be used in lower half of sub-base course for high traffic density roads.
- d) Powdered C&D waste or mechanically stabilized C&D waste mix (mixture of C&D waste aggregates and C&D waste powder) can be stabilized with 5 per cent of cement and used for base course construction. Cement stabilized C&D waste can be used to replace lower layers of WBM or WMM layers in road pavement.
- e) Since the gain in strength due to lime stabilization is much lower, stabilizing C&D waste using lime is not advocated.
- f) Usage of C&D waste for bituminous wearing courses is also not advocated. The tests conducted for using C&D waste aggregates in bituminous macadam showed lower density of BM. Even when bitumen emulsion was used, coating of the C&D aggregates with bitumen was not satisfactory.

Field performance of C&D waste needs to be studied by constructing test sections. To make a beginning in this direction it is strongly advocated that C&D wastes be used for construction of low traffic volume colony roads. It can also be used for widening of high traffic volume roads in case necessary width for rolling operations is available. The length of such test sections constructed should not be less than 200 m. Adoption of C&D waste on a wider scale would depend upon performance of such trial sections. MCD may approach CRRRI for design of pavement sections incorporating C&D waste after identifying suitable road stretches.

C & D WASTE; TOOLS AND PLANT [For guidance purpose only]

This has been observed that it is always possible to remove/take out additional steel [reinforcement etc.] or wood from the demolition debris; which were initially not removed because it was part of the basic structure(s) [Column/Beam etc.]; by using heavy duty mechanical 'scissor(s)/cutter(s)', crushers to break open reinforced concrete members.

After, taking out re-cyclable or valuable form the debris, mainly inert material remains; predominantly made up of concrete, bricks, some ceramic materials and gypsum etc.. If this inert material(s) is not usable in its original shape for landscaping work [thereby avoiding transportation cost and burden over the non-reviable natural source(s) of earth etc.], then may/must be transported to a specialised processing unit [re-cycling unit]; where it can be mechanically crushed, sorted out and stored separately.

These inert can further be processed by using a mechanical ('jaw' or impact) crusher (Appendix 1) and sorter etc.. The crushers and sorters are mainly of two type(s):

1. Smaller mobile machines (primarily intended for on-site use, but sometimes can also be used for off-site uses; at waste transfer stations or recycling centres) and
2. Larger fixed machines (which incorporate more sophisticated sorting technology and can remove further traces of other wastes [remaining] through a variety of techniques, including air sorting and washing etc.).

C&D Waste Processing: [For guidance purposes only]

The incoming inert waste [C&D waste] at the processing unit may/should be inspected, weighed and stored in a series of separate stockpiles, for followings:

- (a) **Broken bricks and tiles;**
- (b) **Reinforced concrete;**
- (c) **Non-reinforced concrete and**
- (d) **Mixed C&D waste.**

Broken bricks, tiles, reinforced concrete and non-reinforced concrete may/should be screened through a sieving process to separate out the inert in the range of 0 – 45 mm (divided into 0 – 4 mm and 4 - 45 mm; fractions). The remaining material then may/should goes to an impact crusher/jaw crusher. Material coming out from the impact crusher/jaw crusher may/should passes through a magnetic separator to remove ferrous metals before it is being sieved to divide it into two fractions i.e. 0 – 45 mm and another > 45 mm fraction. The fraction having size > 45 mm may/should be placed into a temporary stockpile for re-crushing, while fraction having size 0 – 45 mm is sieved again to divide into sub-fractions i.e. 0 – 4 mm, 4 - 8 mm, 8 – 16 mm, 16 – 32 mm and 32 – 45 mm. These sub-fractions can be re-combined into mixes defined by the end user, or into proprietary (branded) mixes.

Comparisons of impact crusher and a 'jaw' crusher can be found in Appendix 3.

Instead of being sieved into the sub-fractions described above, the 0 – 45 mm fraction emerging from the crusher can also be passed through an air classifier, washed, passed through a metal separator and screened either through a vibratory screen or a free-fall screen. This process produces a range of sorted, washed and quality-graded materials. Any oversize materials can be sent back to the crusher, for its re-processing.

In a method known as, Remex system (Based on experience in German C&D waste plants); mixed C&D waste is generally subjected to hand-sorting even before it is screened and passed through a magnetic separator for first time. This is followed by an another manual (or automated) sorting to remove plastics, paper, wood and other non-ferrous metal wastes. The mixed C&D waste is then passed through a 'jaw' crusher and magnetic separator before being passed through an air separator, which removes light materials (small pieces of paper and plastics which escaped the earlier sorting processes) and the 0 – 4 mm fraction of the inert material. The 4 – 45 mm fraction can then be sieved or screened, as with the brick, tile and concrete waste.

RECYCLING AND REUSE OF C&D WASTE

The aggregates derived from the processing of C&D Waste can be used as sub - base material for Road(s), Car Park(s), Sport Field(s) and 'Green' roofing Surface(s) etc. construction (by adding suitable admixture(s) like crushed bricks and soil etc.). The processed aggregate can also be used to slow down the movement of rainwater as aid to flood control, soil improvement, landfill engineering (gas collection ducts, etc.) and other similar application(s).

The use of processed material basically depend upon the process is being adopted for its obtaining and storage. A majority of these materials are durable and therefore, have a high potential of reuse. It would, however, be desirable to maintain a quality standard(s) for storage of recycled materials.

Construction and demolition waste can be used in the following manner:

- 1. Reuse bricks, stone slabs, timber, conduits, pipe railings etc. up to the maximum possible extent, depending upon their condition.**
- 2. Sale/auction of material which can not be used due to design constraints or changes in design.**
- 3. Sale/action of plastic, broken glass, scrap metal etc. to the respective industry owner(s), where it can be re-cycled.**
- 4. Rubble, brick bats, broken plaster/concrete pieces and other recyclables material can be used for road construction [not used by heavy vehicles].**
- 5. Larger unusable pieces can be used for filling up low-lying areas.**
- 6. Fine material, such as, sand, dust etc. can be used as cover material at sanitary landfills.**

Use of C&D waste in construction of roads

In India, the concrete [Reinforced or Mass Concrete] and masonry waste, quantifying almost more than 50% of the total C&D waste, generated from construction and demolition activities; is presently neither being processed or nor used for pre-planned purposes like construction of Road(s), Cubes etc. Whereas, the Concrete and Masonry waste can be used by sorting, crushing, washing and sieving to achieve well graded aggregate(s). This aggregate can be used for making concrete for road as well as for building construction, besides for mortar in building construction. The Central Building Research Institute (CBRI), Roorkee, and Central Road Research Institute (CRRRI), New Delhi is working/have worked on aggregate recycling².

Conventionally, hard stone aggregates are being used for construction of sub-base, base layer(s) of a road; [Black Top or Cement Concrete roads]. Therefore, prior to field application of processed C&D waste, it is necessary to assess its quality in laboratories [physical, chemical

²According to a study commissioned by the Technology Information, Forecasting and Assessment Council(TIFAC), 70% of the construction industry is unaware of recycling techniques.

and engineering properties], that whether or not it confirm to IRC, MORTH specifications/guidelines, B.I.S. Cods and other relevant standards.

CRRRI study in New Delhi strongly advocates that C&D wastes may be used for construction of low traffic volume colony roads. It can also be used for widening of high traffic volume road, where the laid aggregate can be rolled with power roller. (Appendix 4).

Cement Concrete:

Primarily, the aggregate [received after processing of C&D waste] can be used for making concrete for road as well as for building construction, besides for mortar in building construction. However, the processed aggregate may also be used for controlling the soil erosion [in river beds, meandering sites], drainage medium [filling material around the weep holes, at the back of a retaining wall] etc.

Filling Material:

The material which cannot be used for construction activities [for any other fruitful purposes] may be used as filling material [in place of earth] or as daily/final cover to MSW [Municipal Solid Waste] at Sanitary landfill.

Asphalt Concrete:

The processed C&D waste [graded aggregate] can also be used for making/preparation of asphalted concrete mix or for strengthening of re-cyclable asphalt concrete at site [from heating of road surface]] for construction of road or for patch repair.

Various other step(s):

Cost Estimation: The Applicant shall work out the price for C&D waste products independently and accordingly finalise the Financial Proposal for the bid.

Identifying Market: The Applicant shall independently identify the prospective buyers for processed products from C&D waste.

DRAFT
AGREEMENT

BETWEEN

MUNICIPAL CORPORATION OF DELHI

&

M/S _____

(CONCESSIONAIRE)

FOR

**Collection, Transportation, Processing and Disposal of Construction and Demolition
(C&D) Waste at Tehkhand, Okhla for Central and South Zone of MCD.**

E-Stamp : Certificate No.

Agreement for Work Order No. _____ dated: _____

A Concession Agreement is hereby made between the Municipal Corporation of Delhi hereinafter called the Corporation on one part and M/s _____ called the Concessionaire on the second part. Whereas the said Concessionaire has agreed to undertake the work of Collection, Transportation, Processing and Disposal of Construction & Demolition [C&D] Waste at Tehkhand Okhla for Central and South Zone under MCD by charging Rs. _____ Per MT (Rupees _____) from Corporation for Collection and Transportation of C&D Waste with annual increase/decrease based on WPI of Machinery and POL. For C & D waste collected by the concessionaire at the plant from other agencies and general public, concessionaire is entitled to charge processing fee at any rate up to Rs. _____ per MT in the first year of operation with annual increase/decrease based on WPI of Machinery, Labour and POL. Whereas Corporation shall provide 7.00 acres of land at Tehkhand Okhla and in South Zone to the Concessionaire to establish the Plant. The Concessionaire shall pay License Fee @ Re. 1/- per sqm p.a. w.e.f. date of handing over the possession of land.

The Concessionaire has submitted Performance Guarantee of Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakh only). The Performance Guarantee shall be retained by the Corporation during the entire Concession period and 90 days after the expiry of the Concession Agreement, by its renewal every year.

The Corporation will be at liberty to get the C & D Plant checked through any agency at any time during the entire concession period and if any recovery is pointed out by the Corporation/other agency, MCD will be at liberty to recover such amount from the Concessionaire even after the expiry of Concession Agreement as per conditions given in Concession Agreement.

The Rate & Agency in respect of above said work have been approved vide Corporation Resolution No. _____ dated _____ through Standing Committee and authorized agreement thereof.

Now, this agreement is executed on this _____ day of _____ to witness the terms and conditions given in the Concessionaire Agreement, which have been agreed by both the parties and attached hereto.

CONCESSIONAIRE

Executive Engineer (Project-I)WZ

This Agreement is entered into this _____ day of _____, _____ between

Municipal Corporation of Delhi, a statutory authority constituted under the Delhi Municipal Corporation (Amendment) Act _____, having office of the Executive Engineer (_____) _____, UNDER DABRI FLYOVER (IN BETWEEN PIER NO. 1 TO 2), PANKHA ROAD, JANAKPURI, NEW DELHI-110058, acting through the Commissioner (hereinafter referred to as "MCD", which expression shall include its successors and assigns) of the ONE PART; and

M/S _____, a company incorporated under the Companies Act, 1956 having its registered office at _____ acting through (hereinafter referred to as "Concessionaire", which expression shall include its successors and assigns) of the SECOND PART.

MCD and the Concessionaire are hereinafter referred to individually as the "Party" and collectively as "Parties".

WHEREAS

- A. Area under the jurisdiction of Municipal Corporation of Delhi is divided in to Twelve Zones.
- B. MCD is responsible for collection of C&D Waste dumped at various locations (roadsides, designated waste collection sites, etc). Hence, MCD is desirous to streamline and regularize the entire system in relation to the collection, transport and disposal of the C & D Waste;
- C. MCD intends to implement the project of "**Collection, Transportation, Processing and Disposal of Construction & Demolition [C&D] Waste at Tehkhand Okhla for Central and South Zone under MCD.**" The Project also requires Design, Construction, Operation and Maintenance of C&D Processing Facility of capacity minimum 1000TPD extended upto 2000 TPD within 2 years at 7 acres of land provided by MCD at Tehkhand, Delhi, for a period of 25 years (the "Concession Period").

M/s _____ (Concessionaire) now entering into this agreement with MCD, shall be authorized for collection, transportation, processing and disposal of C & D Waste for Central and South Zone in Delhi in accordance with the terms and conditions specified therein.

IT IS THEREFORE AGREED AS FOLLOWS

1. DEFINITION AND INTERPRETATION

1.1. Definitions

The capitalization terms used in this Agreement shall have the meaning given to them in this Clause 1.1 and terms used but not defined in this Agreement shall have the meaning given to them in the bye-laws/rules/manuals on the subject:

"Agreement" means this Agreement between MCD and the Concessionaire.

“Applicable Approvals” means all the authorizations, licenses, permits, no objections, sanctioned and consents as required by Applicable Laws, to be procured by the Concessionaire in relation to the implementation of this Agreement.

“Applicable Laws” means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws which have the force of laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court record, as may be in force and effect during the subsistence of this Agreement.

“C & D Waste” means solid waste resulting from construction, remodelling, repair, renovation or demolition of structures or from land clearing activities or trenching or de-silting activities. “Structures” for the purposes of this definition means buildings of all types (both residential and non-residential), utilities, infrastructure facilities and any other type of man-made structure. C & D Waste includes, but not limited to, bricks, concrete rubble and other masonry materials, soil, trees, any type of vegetation, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, non-hazardous insulation, roofing, waterproofing material and other roof coverings, asphalt pavement, glass, plastics, paper, gypsum boards, electrical wiring and components containing no hazardous materials, pipes, steel, aluminium and other non-hazardous metals used in construction of Structures. Provided however C & D Waste shall not include any hazardous waste as defined under the Hazardous Waste Management and Disposal Rules, 1999.

“C & D Waste Processing Facilities” means the facilities installed, operate, processed and maintained at the designated C & D site by the Concessionaire that are used to process C & D Waste for enabling their disposal in accordance with the terms and condition of this Agreement.

“CTD Services” means the services of:

- (i) Providing containers and skips at various points within the Designated Areas as agreed to by mutual consent,
- (ii) Collection and transportation of the C & D Waste from Designated Collection Points in a phase manner on mutual agreement between both parties,
- (iii) Installation of a stationery crushing unit at the Project Site having capacity of minimum 1000 TPD.
- (iv) Processing of the C & D Waste at the Project Site,
- (v) The operation and maintenance of the C & D Waste Processing Facilities and filling at the designated site for enabling the processing and disposable of C & D Waste.
- (vi) Disposal of the C & D Waste, and
- (vii) Reclamation of the Project Site by filling up, and leveling the land, which would be provided by the Concessionaire in accordance with the terms and conditions of this Agreement.

“Collection Area” means there as from where the C& D Waste can be collected in Delhi falling under the jurisdiction of Central and South Zone of MCD.

“Compliance Date” means the date on which the Compliance Period comes to an end in accordance with the terms of Agreement.

“Compliance Period” means a period of 15 days from the signing of this agreement which is required to fulfil the Conditions Precedent envisaged in this Agreement.

“Conditions Precedent” means the conditions precedent in accordance with Clause 2.4 of this Agreement.

“Designated Areas” means the areas designated by MCD for the collection of the C & D Waste within Delhi in accordance with the terms and conditions of this Agreement.

“Designated Collection Points” includes places identified and agreed to between the Parties by mutual consent as being Designated Collection Points in accordance with the terms and conditions of the Agreement and as listed in Schedule-2.

“Effective Date” means the date on which the obligations of Concessionaire become binding and effective, all the conditions precedent are either satisfied by Concessionaire in accordance with Clause 2.4.

“Encumbrances” means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments on the Project Site.

“Force Majeure” or “Force Majeure Event” means circumstances or situations that are unusual occurrences which tend to disrupt normal activities and which are beyond the control of the person affected by these (“Affected Party”) and include, but not be limited to the following:-

- a) Earthquake, flood, inundation and landslide;
- b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances;
- c) Fire caused by reasons not attributed to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party;
- d) Strikes, labour disruptions or any other industrial disturbances not arising on account of omissions of the Affected Party;
- e) Acts of terrorism;
- f) Court injunctions;
- g) National emergency or declaration of police emergency;
- h) War, hostilities (whether declared or not) invasion act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear waste, radioactive toxic explosion, volcanic eruptions.

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring of services similar to the CTD Services.

“Government Authority” means any government authority, statutory authority, government department, agency, commissions, board, tribunal or court or other law, rule or regulation making entity having jurisdiction on behalf of the Government of India or any State or other sub-division thereof or any municipality, district or other sub-division thereof.

“Lenders” means the lenders providing long term loans to the Concessionaire, through financing agreement, to enable the implementation of the Project and whose identity is notified to MCD by the Concessionaire from time and submit with documents to MCD in advance for implementing and necessary action.

“Material Adverse Effect” shall mean a material adverse effect on (a) the ability of the Operator to exercise any of its rights or perform/discharge any of its duties/obligations under any in accordance with the provision of this Agreement and/or (b) the legality, validity, binding nature or enforcement of this Agreement.

“Material Breach” shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the implementation of the Project or a particular Project Facilities and which such Party shall have failed to cure.

“On Demand Collection” means the service provided by the Concessionaire of collecting C & D Waste from within the Designated Areas pursuant to a request, by phone or in writing by Users located within the Designated Areas for such services in accordance with the terms and conditions of this Agreement for which they will intimate their phone/mail through public notice.

“Operations Plan” means the plan for the provisions of the CTD services that is agreed to between the Concessionaire and MCD.

“Project” means the project undertaken by the Concessionaire to demonstrate the systematic collection, transportation, processing and disposal of the C & D Waste in accordance with terms and conditions of this Agreement.

“Project Site” means the land located at Tehkhand Okhla to be used for the implementation of the Project or any other project site to be designated in future with mutual consent of parties to this Agreement.

“Project Facilities” means the landfill, C & D Processing Facilities, Transport Vehicles and any other ancillary facilities located at the Project Site, which shall be operated, managed and maintained by the Concessionaire for the purpose of the implementation of the Project.

“Scheduled Collection” means collection of the C & D Waste from Designated Collection Points in accordance with the schedule of collection notified by the Concessionaire to MCD under Clause 5.2.1 of this Agreement.

“Skips” or “Containers” means steel receptacles, meeting standard specifications for enabling storage of C & D Waste at the Designated Collection Points.

“Term” means the time period commencing from the date of commissioning of the plant by the concessionaire and extending till the expiry of Twenty Five (25) years from the Effective Date or in the event this Agreement is terminated earlier in accordance with

the provisions of this Agreement, the Term shall come to an end on the Termination Date.

“Termination” means the early termination of this Agreement pursuant to Termination Notice given by either Party to the other Party or otherwise in accordance with the provisions of this Agreement but shall not, unless otherwise requires, include expiry of this agreement due to the expiry of its Term.

“Termination Notice” means the termination notice given pursuant to Clause 18.1.

“Termination Date” means the date specified in the Termination Notice as the date on which Termination occurs.

“Transport Vehicle” means tractors, large dumper placers and tipper lorry vehicles used by the Concessionaire for the transportation of the C & D Waste by the Concessionaire.

“Users” means any person within the Designated Area who wants to avail of the collection, transportation and disposal of C & D Waste provided by the Concessionaire in lieu of a user fee in accordance with the terms and conditions of this Agreement.

1.2 Interpretation

- (a) All words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise.
- (b) The words “include ” and “including” are to be construed without limitations;
- (c) The headings of the Clauses in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;
- (d) The Schedule and Annexure to this Agreement form an integral part of this Agreement and shall be interpreted accordingly.

2. THE PROJECT

2.1.Appointment of the Concessionaire

Subject to and in accordance with the terms of this Agreement, MCD grants the Concession to the Concessionaire, and the Concessionaire hereby accepts the exclusive right and authority, during the Term to implement the Project in a phased manner, and in that regard:

- (a) To develop, finance, design, operate, manage and maintain the Project site and the C&D waste processing facilities at the project site and to start operations within six months from the date of handing over of land by the MCD and the same shall be exclusive of concession period of 25 years. Any reasonable delay beyond 6 months like delay in receipt of clearances from the statutory bodies will be considered.
- (b) To collect and Transport the C&D waste from the various designated Dumping Sites/Collection Points of Central Zone &South Zone.
- (c) To develop, establish, operate, maintain and manage containers or skips at various Designated collection Points.

- (d) To obtain required N.O.C from the authorities with the assistance of MCD.
- (e) To install stationary crushing and processing unit as a part of the C&D waste Processing Facilities at the Project Site of Sufficient capacity of minimum 1000 TPD.
- (f) To process the collected C&D waste and dispose the recycled product and residues generated from the Processing of C&D waste at Project Site.
- (g) To undertake repair and maintenance of the C&D waste processing Facilities and any other related ancillary during the Term.
- (h) To handover the plant & Fixed machinery in working condition after completion of concession period of 25 year clearing of all debts from all banks/financial institutions.

2.2. Rights Associated with the Grant of the Concession

2.2.1 The Concessionaire is being granted the Concession and the access to the Project Site for the purpose of due implementation of the Project in accordance with the term and conditions of this Agreement. As a part of this Agreement, the Concessionaire is hereby granted the exclusive right and authority to implement the Project on the Project Site in accordance with and always subject to terms and conditions of this Agreement, Applicable Laws and Applicable Permits.

2.2.2 The right to “implement the Project” as granted to the Concessionaire shall include:

- (i) Detailed planning and designing of the project
- (ii) Financing of the project
- (iii) Collection and transportation of the C&D waste
- (iv) Processing and disposal of the C&D waste and to sell the recycled product in the market to Private party or any Government Department.
- (v) Installing a stationary crushing and processing unit on the project site of capacity of minimum 1000 TPD. After 2 years capacity to be increased to 2000 TPD.
- (vi) Operation, management and maintenance of C&D Waste Processing Facilities, which including establishing a stationary crushing and processing facility to process and handle minimum of 1000 TPD of the C&D waste. After 2 years capacity to be increased to 2000 TPD.
- (vii) Developing and establishing associated infrastructure with the C&D waste Processing Facility at the project site such as site office, reception, toilet, computer room, weighbridge (duly certified by Govt of NCT Delhi) and storage facility (“Associated Facilities”).
- (viii) Keeping computerized record i/c transfer of record on mail/internet to department on daily basis;
- (ix) To charge, collect and retain transport fee & processing fee for providing CTD services in accordance with the terms and conditions of this Agreement.

- (x) Identifying and selecting sub-contractors for any part of the project and entering into arrangements with such sub-contractors in accordance with the terms and conditions of the Agreement under intimation to MCD and in case of any objection by MCD that should be taken care. Provided, however, the Concessionaire shall have no right to sub-lease or create any third party right, interest, title in the Project Site.

Provided further, the aforesaid right to implement the Project shall always be subject to the terms and conditions of this Agreement, Applicable Laws and Applicable Permits.

- 2.2.3 In the event municipal solid waste, garbage and any type of waste other than C & D Waste is found to have been deposited in the Skips and Containers, then the Concessionaire would, to the extent possible, segregate the same and remove to the nearest SLF.

2.3 Term of Concession and Implementation Period

The Concession Period will be of 25 years from the date of commissioning of C&D waste processing plant. The Concessionaire shall complete the development of site, setting up of C&D waste processing plant of required capacity at the site and shall start receiving & processing the C&D waste within 06 months from the date of handing over of Project site. The Concessionaire is required to complete application process for obtaining consent to establish the plant from DPCC within one month from the date of execution of Concession Agreement.

2.4 Pre-Conditions

This Agreement and the rights granted herein by MCD to the Concessionaire to provide the CTD Services for the purposes of implementation of the Project are valid and binding from the date of execution of this Agreement provided however, the obligations of the Concessionaire, including the implementation of the project on mutually agreed terms, under this Agreement would become effective and binding, only upon the satisfaction of all the following conditions precedent within the Compliance Period of 15 days from the date of signing this Agreement/receipt of Performance Guarantee.

The following pre-conditions have to be fulfilled by MCD for the effective implementation of the Project. For the sake of clarity, it is hereby agreed that the implementation of the project shall be in a phased manner on the mutually agreed terms between both the parties herein.

2.4.1 Project Site to be made available by MCD

MCD will make available the Project Site to the Concessionaire before the expiry of the Compliance Date. The MCD will hand over the project site to the concessionaire within 15 days after receipt of performance guarantee.

2.5 Approvals and Public Notices

- (a) MCD through its Issuing Office shall circulate a public notice regarding the Project. In particular the MCD needs to issue a strict notice against littering of the C & D Waste in public areas such as roadsides;

- (b) MCD through its Issuing Office shall circulate an order to all government agencies such as DDA, PWD, etc. notifying them regarding the Project including the payment of a new processing fee;
- (c) Provide a license to the Concessionaire or issue an order permitting the Concessionaire to transport and carry the C & D Waste from the Designated Areas; and
- (d) Facilitate the Concessionaire in getting all environmental & other necessary clearances approvals and permits under Applicable Laws that may be applicable to enable the due implementation of the Project.

3. HANDING OVER THE PROJECT SITE TO THE CONCESSIONAIRE

3.1 MCD shall handover the Project Site to the Concessionaire for the entire Term.

4. FINANCING OF THE PROJECT

4.1 The Concessionaire shall, at its own cost, risk and expense, arrange the necessary funding (debt, equity and other sources of funding) required in order to ensure the due implementation of the Project.

4.2 The Concessionaire shall without fail submit to all Lenders providing funding for implementation of the Project, a copy of this Agreement and specifically inform the Lenders about this provision.

4.3 Provided, however, the Lenders do not get any rights, title or interest over the Project Site, at any given point of time during the Term.

4.4 Provided further this right of financing given to the Concessionaire for the purpose of the implementation of the Project does not relieve the Concessionaire of any of its obligations under the Agreement.

5. SCOPE OF SERVICES TO BE PROVIDED BY THE CONCESSIONAIRE

5.1 The entire C&D Waste collection, transportation, processing and management system should be compliant with C&D Waste Management Rules 2016, guidelines issued by CPCB in **March 2017** and all applicable rules of the land and guidelines. The scope of the CTD Services to be provided by the Concessionaire includes, (i) providing containers and skips at various points within the Designated Areas as agreed to by mutual consent; (ii) collection and transportation of the C & D Waste from Designated Collection Points as mutually agreed; (iii) installation of CCTV cameras at Project site. (iv) installation of a stationary crushing unit at the Project Site; (v) processing of the C & D Waste at the Project Site; (vi) the operation and maintenance of the C & D Waste Processing Facilities for enabling the processing and disposal of C & D Waste and (vii) reclamation of the Project Site by filling, compaction and leveling as per industry norms. The Parties agree that the exact services provided as part of the CTD Services will be determined by the Concessionaire from time depending on the viability of and demand for such services comprising the CTD Services. Provided, however, the scope of the CTD Services provided shall, in addition to the criteria specified in this agreement, include all such supervision, reporting, review, repair, maintenance and management, materials, equipment, personnel and all other

items, equipment and services necessary to provide an efficient and effective CTD Services in accordance with terms of this Agreement and Applicable Law.

5.2 Collection

5.2.1 Scheduled Collection and On Demand Collection

- (a) The Concessionaire shall be responsible for ensuring adequate provision, at all times during the Term of Scheduled Collection as well as On Demand Collection of the C & D Waste within the Designated Area, in accordance with the terms and conditions of this Agreement.
- (b) The Concessionaire shall operate a helpline so that requests for On Demand Collection can be made easily by users and shall duly advertise the helpline facility within the Designated Area.

5.2.2 Placement of Containers and Skips within the Designated Area

- (a) The Concessionaire would, based on the demand for the same, place steel Skips or Containers for collection of C & D Waste within the Designated Areas at the various Designated Collection Points for the purposes of enabling private and public waste generators to store the C & D Waste pending collection thereof by the Concessionaire in accordance with the terms and conditions of this Agreement.
- (b) The Concessionaire would also provide Containers and Skips in addition to the Skips or Containers provided in sub-clause (a) above to large generators (“Dedicated Skips”).

5.2.3 Standards of Care and Diligence during Collection

The Concessionaire shall exercise due care and diligence while undertaking the collection operations.

5.3 Transportation and Delivery of C & D Waste

5.3.1 The Concessionaire shall be responsible for ensuring that the C & D Waste that is collected transported and delivered only at the Project Site.

5.4 Establishment, Operation and Maintenance of the Transport Vehicles

For the purpose of implementation of the Project the Concessionaire shall establish, operate and maintain an optimum number of Transport Vehicles (MV Act) in accordance with the then prevailing demand and requirements for the CTD Services within the Designated Area.

5.5 Transportation to the Project Site

The Concessionaire shall undertake the transportation of the C & D Waste collected to the Project Site only using the Transport Vehicles confirming MV Act and in accordance with the provisions of this Agreement meeting environmental norms.

MCD shall always have the right to direct that the C & D Waste collected by the Concessionaire be disposed at any alternate disposal site as it may designate in accordance with the provisions of this agreement, in case any need arises.

5.6 Processing and Disposal of C & D Waste at the Project Site

5.6.1 The Concessionaire shall operate, manage and maintain the Project Site in accordance with the provisions of this Agreement and applicable laws and establish, operate and maintain suitable C & D Waste Processing Facilities and Associated Facilities.

5.6.2 Processing of the C & D Waste comprises of (i) crushing, and (ii) grading. The material produced after crushing may be used for the reclamation of the low, lying land area at the Project Site. The crushed material can also be graded wherein the size of the aggregate can be controlled. The graded material can be marketed by the Concessionaire.

5.6.3 As a long term objective MCD is desirous that the Concessionaire explores the marketing potential for the use of the crushed C & D Waste.

In this context, the Concessionaire is hereby vested with the right to segregate, process and recycle C & D Waste and to explore the potential further market, sell, dispose, segregate and dispose the surplus C & D Waste obtained there from as provided by this Agreement to manufacture, market & sell Precast Products like Bricks, Blocks etc. and Concrete made using these recycled products. If required, to enhance the quality of these products, Concessionaire may add better quality ingredients and other materials as per relevant IS code, but no concrete should be produced at the facility by using only fresh materials.

5.6 Mechanism for Collection, Transportation, Weighment & Dumping of C & D Waste

- (a) The Concessionaire or its representatives shall dispose the C & D Waste collected by it only at the Project Site which should have, with duly calibrated weighbridge having the maximum possible accuracy, to carry out the following operations:
- (i) Weigh the trucks
 - (ii) Generate and maintain an electronic data base for each delivery with timestamp and provide a print out of the specifications and details for each consignment, as stated in sub- clause (i) above (such print out is hereinafter referred to as “Daily Weigh Sheet”).
- (a) MCD has the liberty to inspect through its representative “MC Representative” to monitor the operations of the Weighbridge.
- (b) The Daily Weight Sheet shall be final and binding on the Parties

5.7 Penalty Clause

SN	Default	Penalty
1	Delay in attending the complaint regarding non- removal of malba from designated sites beyond 24 hrs of its receiving	Rs. 2000/- per day for each default upto 15 days If default persists for more than 15 days, termination proceedings shall be initiated and malba will be removed on risk and cost of the concessionaire till the final order of termination and the plant will be at the absolute disposal of the MCD.
2	C&D waste accumulated to the extent such that it hinders in the normal functioning of the roads	A lump sum of Rs. 50,000/- day shall be charged additionally with 5% increase every year in addition to the expenses incurred in removing the accumulated C&D waste from third party.
3	Non-placement of containers at designated sites	Rs. 100/- per day for each such default
4	Delay in installation of C&D waste processing plant for the reasons within control of concessionaire.	Rs. 10,000/- per day. In case delay in installation of C & D waste plant on the part of the concessionaire is more than 04 months, MCD without produced to any other rights or remedy against the concessionaire by notice in writing can terminate the contract and take over the site in its possession on as is where is basis. In this case no claim / damages will be payable to the contractor.
5	Improper barricading & Non compliance of NGT Guidelines/C&D waste rules at the Designated site.	Rs. 1000/- per day for each such default. <ul style="list-style-type: none"> • This is apart from any penalty imposed by enforcing agency like DPCC, NGT etc.

6.	Improper barricading, non implementation of dust mitigation measures and non compliance of NGT guidelines/C&D Waste rules at	Rs.20,000/- per day for each such default. <ul style="list-style-type: none"> • This is apart from any penalty imposed by enforcing agency like DPCC, NGT etc.
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Note: -1.The upkeep of designated sites shall rests with the concessionaire and the concessionaire shall supervise that Municipal solid waste does not get mixed with C&D waste at the designated sites. If MSW gets mixed with the C&D waste, it will be the responsibility of the concessionaire to segregate both wastes and dispose of all the MSW at nearby dumping point without any extra cost.

2.The concessionaire shall exclusively be responsible for compliance of all labour related laws, accidents/accident claim(s) during construction and setting up of plant; collection, transportation, processing & sale of end products derived after processing of C&D waste etc.

6. OWNERSHIP

The ownership rights including the risk in and the care and custody of any all part of the CTD Services, Project Facilities and material and equipment (including the Transport Vehicles) shall vest with the Concessionaire throughout the Term.

Provided, however, the Concessionaire shall have no right, title, interest over the land constituting the Project Site at any point during the term.

The land handed over to the concessionaire will not be used for any other purpose without the consent of MCD.

7. EXCLUDED ITEMS

The Concessionaire shall not intentionally collect, pick up or transport any municipal solid waste other than the C & D Waste as specified by the MCD within the scope of services under this agreement, the Concessionaire shall notify to the appropriate authority and MCD immediately for any attempt by any person including a User or Waste generator to use the CTD Services for disposal of waste other than C & D Waste.

8. TRANSPORT AND PROCESSING FEE

8.1 Basic Rate

- (a) The Concessionaire and MCD hereby agree that the transportation/cartage fee for Collecting & Transporting of C&D waste from designated Dumping Sites/Collection Points of Central and South Zone to the plant will be paid if cartage is done from designated dumping sites/Designated Collection Points to plant by the concessionaire, at the rate of Rs. _____ per MT. No processing charges shall be charged on the Malba of MCD, i.e. processing of MCD malba shall be free of cost.

- (b) No processing fee will be charged by the Concessionaire from MCD for the C&D waste collected at plant from the designated dumping sites of Central and South Zone or dumping directly to plant by the various department of MCD. For C & D Waste collected by the concessionaire at the plant from other agencies and general public, concessionaire is entitled to charge processing fee at any rate up to Rs.275/- per MT in the first year of operation.
- (c) The rates specified in sub-clause (a) and (b) above will be subject to change in accordance with clause 8.2 below.

8.2 Escalation of Basic Rate of Transportation and Processing fee

- (a) The Concessionaire and MCD hereby agree that after one year of commencement of operations of the CTD Services, the Collection and Transportation fee and processing fee specified in clause 8.1(a) and (b) above shall be escalated as per WPI. For every subsequent year henceforth, the revised rate will be further increased/decreased as per WPI of Machine and POL as per the formulae given in section 1.6 & 1.7 of RFP.

9. ADDITIONAL OBLIGATIONS OF THE CONCESSIONAIRE

9.1 Concessionaire's Office and Personal

- (a) The Concessionaire shall maintain an office within the Designated Area with local telephone service and such staff as are needed to take care of complaints, requests for on demand collection services, coordination of scheduled collections and other requirement of operating a functioning office in charge of providing the CTD Services, Toilet and Computer Room. The Concessionaire shall construct an air conditioned office room of sufficient size, duly furnished with furniture, computer and printer etc.; having sitting arrangements for MCD Engineer(s), Independent Consultant and his/her personnel in the premises.
- (b) The Concessionaire shall ensure that its office is open and the staff is present to respond to any emergency call for CTD Services during 24 hours of the day.
- (c) The following shall be the holidays for the purpose of this Agreement for the Concessionaire:-
 - (1) Republic day
 - (2) Independence Day
 - (3) Gandhi Jayanti

Provided, however, a minimum staff is available to respond to any emergency call for CTD Services during such days.

- (d) The Concessionaire shall require its employees to be courteous at all times and undertake their work efficiently and as quietly as possible. The Concessionaire is responsible for providing the supervision necessary to ensure that the collection employees are courteous, exercise due care and do their work without delay. While collecting, employees shall carry identification of the Concessionaire.

9.2 Compliance with Applicable Laws

The Concessionaire shall provide the CTD Service and conduct operations under this Agreement in compliance with Construction and Demolition Waste Management Rules 2016, guidelines issued by CPCB in March 2017, Motor Vehicles Act, 1988/ Motor Vehicles Rules, 1989, NGT directions or any other applicable rules of the land and guidelines.

The concessionaire shall exclusively be responsible for compliance of all labour related laws, accidents/accident claim(s) during collection, transportation, processing & sale of end products derived after processing of C&D waste etc. Additional/New/Amendments in C&D Waste Rules or Solid Management Waste Rules by MCD, the State Government and any Ministry of Government of India in future, from time to time will also be applicable till the entire concession period.

9.3 Grievances

All complaints about CTD Services shall be made directly to the Concessionaire and shall be given prompt and courteous attention. In the case of alleged missed schedule Collection, the Concessionaire shall investigate and, if such allegations are confirmed, shall arrange for the collection of the refuse not collected within 24 (twenty four) working hours after the complaint is received. Failure in performance in this regard will constitute breach of agreement and repeated instances will attract panel action under the provisions of this agreement.

9.4 Availability

The Concessionaire shall ensure that it is in a position to provide the CTD Services within the Designated Area in a manner so as to ensure that the CTD Service is available within the Designated Area continuously on a 24 x 7 basis, in accordance with the Operations plan and this Agreement.

9.5 Disruptions of the CTD Service

9.5.1 Disruptions due to Force Majeure

- (a) When any force majeure Event prevents a collection and processing on a particular day, the Concessionaire shall make collection & processing on the next day. If such conditions continue for an entire week, or more, the Concessionaire shall, on the day the regular service to a customer resumes, start collecting & processing the materials that were amassed for collection during the interval when collections were missed, and clear the backlog at the earliest.
- (b) Upon the occurrence of a force majeure Event, the obligations of the concessionaire, the performance of which are directly interfered with by such force Majeure Event shall stand suspended till such time as the force majeure Event subsides.

9.5.2 Duty to Notify any Disruption of CTD Services

In the event of the Concessionaire being unable to perform the CTD Services or any part thereof, the Concessionaire shall immediately inform MCD giving details of the circumstances, reasons and likely duration and action taken to rectify the situation. Nothing in this condition shall in any way alter, modify relieve or in any way vary the Concessionaire obligation to provide the CTD Services in accordance with the provisions of this agreement.

9.6 Provide Access to MCD Officials

The Concessionaire shall at all times during working hours and on working days during the term allow the duly authorize officials of MCD and such person as may from time to time be nominated by MCD for this purpose access to the project site in order to verify the functioning of the project facilities.

9.7 Right to Sell Recycled Produce

MCD will authorize the successful applicant to sell the C&D waste recycled material and its value-added products in open market to any Government Department or private parties and retain the revenue generated for operation & maintenance of this facility. The Maximum Retail Price (MRP) of various recycled products should not be more than the rates of similar items mentioned in Delhi Schedule of Rates (DSR) + prevailing cost index at any particular time or market rates circulated by MCD time to time whichever is less. However, the successful applicant will be at liberty to sell their products at lower rate than the MRPs to maximize utilization of these products. However, the concessionaire is required to meet the quality standards of its products as per the applicable rules / standards.

10. RIGHT OF MCD TO PERFORM DURING EMERGENCY

- (a) Should the Concessionaire, for any reason whatsoever, except the occurrence or existence of any of the events outside its control as stated in Clause 9.5 above, be unable to collect, transport and dispose of any or all the C & D Waste under this Agreement to collect and transport for a period of more than seventy two (72) hours, and if as a result thereof, C & D Waste should accumulate to such an extent, in such a manner, or for such a time that MCD in the exercise of its sole discretion, should find that such accumulation hinders regular access to roads and normal functioning of an area, then in such event MCD shall have the right, upon twenty four (24) hours prior written notice to the Concessionaire, during the period of such emergency, to contract on a temporary basis with third parties to collect and transport any and all C & D Waste which the Concessionaire would otherwise be obligated to collect and transport pursuant to this Agreement. A lump sum of Rs. 50,000/- day shall be charged additionally with 5% increase every year in addition to the expenses incurred in removing the accumulated C&D waste from third party.
- (b) The Concessionaire agrees that in such event it will fully cooperate with MCD and its third party contractor to affect such a transfer of operations in as smooth and efficient a fashion as is practicable.

11. SUB-CONTRACTS

- 11.1 The Concessionaire can sub-contract a part of the CTD Services to a third party with prior permission from MCD.
- 11.2 The Concessionaire shall ensure that the right of MCD and the requirements of this Agreement are effectively reflected in any subcontract that the Concessionaire may enter into.
- 11.3 The Concessionaire shall be solely and ultimately responsible for all work, acts defaults and breaches of duty of any sub-contractor or its employees or agents as fully as if they were the work, acts defaults or breaches of duty of the Concessionaire.

12. PERFORMANCE GUARANTEE

In order to ensure that the Concessionaire performs all of its obligations and liabilities contained in, and in accordance with this Agreement, the Concessionaire shall have to furnish the Performance Guarantee of Rs.1,25,00,000/- (Rs. One crore twenty-five Lakh only) out of which Rs. 1,00,00,000/- (Rs. One crore only) in the form of Bank Guarantee and Rs. 25.00 Lakh in the form of Demand Draft in favour of Commissioner, MCD within seven days of issue of L.O.A. to them. This period can be further extended at the written request of the contractor for a maximum period of seven days with late fee @ 0.1% per day, of performance guarantee amount. However, in case last day of submission of PG happens to be a bank holiday the last day of submission shall be the next working day.

The performance guarantee of Rs. 1,00,00,000/- (Rs. One Crore) submitted in the form of Bank Guarantee shall be kept valid for entire Concession Period and 90 days after the expiry of the Concession Agreement, by its renewal every year. The performance guarantee of Rs. 1,25,00,000/- will be refunded after expiry of concession period.

MCD shall not be liable to pay any interest on the Performance Guarantee and the same shall be interest free.

13. INDEMNITY

The Concessionaire shall indemnify defend and hold harmless MCD and its agents and employee from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injury or damages received or sustained by any person or property, arising out of, or occasioned by, the willful acts, omissions, or violation of any central, state or local law or regulation by Concessionaire or its agents or employees, in the execution or performance of this Agreement, save and except for loss or injury due to MCD's negligence or to the joint or concurrent negligence of Concessionaire and MCD.

14. INSURANCE

The Concessionaire shall secure and maintain in full force and effect throughout the duration of the Agreement, insurance of such types and in the amounts as are required under applicable Law.

15. MUTUAL REPRESENTATION AND WARRANTIES OF PARTIES

Each Party here to represents and warrants that:-

- (a) It has full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated herein;
- (b) It has taken all necessary action to authorizes the execution, delivery and performance of this Agreements;
- (c) This Agreement constitutes its legal valid and binding obligation, enforceable against it in accordance with the terms hereof and thereof;
- (d) It is subject to Indian law with respect to this Agreement;
- (e) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; and
- (f) Agrees that its representations shall stand true and valid for the term and it shall have an obligation to disclose to the other party as and when any of its representations ceases to be true and valid.

16. TERMINATION

16.1 Termination

- (a) A material failure or refusal of the Concessionaire to comply with the obligations and duties imposed on the Concessionaire pursuant to this Agreement shall constitute a material Breach of this Agreement on the part of the Concessionaire. In the event of any material breach of any of the terms of this Agreement by Concessionaire as described in this section, MCD and the Concessionaire shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach, MCD shall have the right to Terminate this Agreement, if
 - (i) MCD shall have given prior written notice to the Concessionaire specifying that a particular default or defaults exist which will, unless corrected, constitute a Material Breach of this Agreement on the part of the Concessionaire ("Termination Notice"), and
 - (ii) The Concessionaire has not corrected such default or has not taken reasonable steps to commence to correct the same within three(3) days from the date of the notice given pursuant to clause 16.1(a)(i) above or thereafter does not diligently continue to take reasonable steps to correct such default; and
- (b) MCD may terminate this Agreement by issue of notice and personal hearing if the Concessionaire (i) becomes insolvent or bankrupt or ceasing to pay in debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or making an arrangement with or for the creditors or consenting to or acquiring in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) becomes a party to a voluntary or involuntary

bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Concessionaire under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days, or (iii) takes any action approving of, consenting to, or acquiring in, any such proceeding, or (iv) becomes a party to the levy of any distress, execution or attachment upon the property of the Concessionaire which shall substantially interfere with the Concessionaire's performance hereunder;

- (c) Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be constructed as approval of a course of conduct;
- (d) Upon the occurrence of a Material Breach and the declaration of termination of this Agreement by MCD, this Agreement and the rights granted hereunder shall be no further force and effect, exception those provisions concerning MCD's right to indemnity and to temporarily assume MCD's obligations and the Dispute Resolution clause, MCD then shall be free to enter into whatever other arrangements are deemed justified and necessary for the collection, removal and disposal of Waste within the Collection Area;
- (e) If the Concessionaire's employment is terminated and is not reinstated, MCD shall:
 - (i) Cease to be under obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Concessionaire's employment shall have been calculated and provided such calculation shows a sum or sums due to the Concessionaire;
 - (ii) Be entitled to exercise a lien over any of the equipment including the material and the equipment used in the Project Facilities and the Associated facilities belonging to the Concessionaire for any sum due hereunder or otherwise from the Concessionaire to MCD;
 - (iii) Be entitled to employ and pay other person to provide and complete the provision of the CTD Services or any part thereof and to use all such Concessionaire's materials, clothing, equipment, vehicle or other goods for the purposes thereof;
 - (iv) Be entitled to deduct from any sum or sums which would have been due from MCD to the Concessionaire under this Agreement or any other contract or be entitled to recover the same from the Concessionaire as a debt, any loss or damage to MCD resulting from or arising out of the termination of the Concessionaire's employment. Such loss or damage shall include the reasonable cost to MCD of the time spent by its officers in terminating the Concessionaire's employment and in making alternative arrangements for the provision of the CTD Services or any part thereof;
- (f) When the total cost, loss and/or damage resulting from or arising out of the termination of the Concessionaire's employment have been calculated and deducted so far as practicable from any sum or sums which would have been due to the Concessionaire in respect of the CTD Services performed up to the time of termination of this Agreement, any balance shown as due to MCD shall be recovered as a debt, or alternatively, MCD, shall pay to the Concessionaire any balance shown as due to the Concessionaire.

17. RENEGOTIATION DUE TO CHANGE IN LAW

17.1 The Concessionaire shall have the right to renegotiate the conditions on account of a "Change in Law ". For the purpose hereunder Change in Law means any of the following events which, as a direct consequence thereof, has a Material Adverse Effect:

- (i) Adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Authority of any Applicable Law by any Government Authority; or
- (ii) The imposition by any Government Authority of any material condition (other than a condition which has been imposed as a consequence of a violation by the Concessionaire of any Applicable Approval or Applicable Law) in connection with the issuance, renewal or modification of any clearance after the date of this Agreement; or
- (iii) Any clearance previously granted, ceasing to remain in full force and effect for reason other than breach/violation by or the negligence of the Operator or if granted for a limited period, being renewed on terms different from those previously stipulate.
- (iv) Any increase in taxes, duties, cess and the like effected from time to time by any Government Authority.

17.2 In the event of change in Law the Concessionaire may propose to MCD for modification to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement so as to place the Concessionaire in substantially the same legal, commercial and economic position as it were prior to such Change in Law:

Provided, however, that if the resultant Material Adverse Effects is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, this Agreement shall stand terminated.

18. TRANSFER AND HAND BACK OF PROJECT SITE

The Concessionaire will handover vacant procession of project site after completion of the term of concession. However, in case of termination of contract with in the period of concession term the entire facility will be handed over by concessionaire to MCD on as is where is basis.

19. LIMITED LIABILITY OF THE CONCESSIONAIRE

19.1 Notwithstanding anything to the contrary stated in this Agreement, no review, comment or approval by MCD or any authority or officer on behalf of MCD of the documents prepared and submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project not the failure to review, approve, comment, observe or inspect hereunder shall relive or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and the MCD or any government authority or the advisors, nominees or representatives of the MCD shall not be liable to the Concessionaire or any third party by reason of any

review, comment, approval, observation or inspection referred herein or failure to review, comment, approve, observe or inspect.

- 19.2** MCD agrees that the Concessionaire shall not have any liability (monetary or otherwise) in the event of any breach it commits, other than the obligation to transfer the project Site to MCD free of encumbrances and forfeiture of amount of performance guarantee available with MCD.

20. DISPUTE SETTLEMENT

In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be referred to Chief Engineer within 15 days of its occurrence. The Chief Engineer shall refer the disputes to a Disputes Redressal Committee (DRC) within 15 days along with a list of disputes with amounts claimed if any in respect of each such dispute. The DRC shall give the opposing party two weeks for a written response, and give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from CE. Provided that no party shall be represented before the DRC by an advocate/ legal counsel etc. If the Dispute Redressal Committee (DRC) fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Dispute Redressal Committee or expiry of the time limit above, then either party may within a period of 30 days from the receipt of the decision of dispute redressal committee present his case to the court of law within jurisdiction of Delhi.

21. MISCELLANEOUS PROVISIONS

21.1 Governing Laws and Jurisdiction

- (a) This Agreement shall be governed by the laws of India.
- (b) Subject to the provisions of Clause 22 (Arbitration), the courts in Delhi shall have jurisdiction over this Agreement.

21.2 Assignment

Other than by operation by law, no assignment of this Agreement or any right accruing under this Agreement shall be made in whole or part by the Concessionaire without the prior express written consent of MCD. If this Agreement is assigned, the assignee shall assume the liability of the Concessionaire.

21.3 Severability

In the event any provision or portion thereof of this Agreement shall be found to be declared illegal, void, invalid or unenforceable by a court of competent jurisdiction, then such provision or portion of any thereof shall be performed in accordance with applicable laws. The invalidity of any provision or portion of the contract document shall not affect the validity or enforceability of the other provisions or portion of any contract document.

21.4 Modification Waiver

This Agreement constitutes the entire Agreement by the Parties and it may not be altered, revised or modified except by a written amendment signed and properly authorized by the Parties. No oral statement of any person shall modify or otherwise change, or effect, the terms, conditions or specifications stated in this Agreement. All change orders to this Agreement will be made in writing and shall not be effective unless signed by an authorized representative of MCD.

This failure of MCD at any time to require performance by the Concessionaire of any provisions hereof shall in no way affect the right of MCD thereafter to enforce the same. Nor shall waiver by MCD of any provisions hereof taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

21.5 Notices

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in person or sent certified, return receipt requested mail or reliable courier of national repute or by machine-confirmed facsimile followed by mailed copy, addressed set forth below:

If to MCD at:

OFFICE OF THE EXECUTIVE ENGINEER (PROJECT-I) WEST ZONE, UNDER
DABRI FLYOVER (FROM SPAN NO.3 TO 5), JANAHPURI,

New Delhi-110058.

If to the Concessionaire at :

Change of address, telephone, fax, e-mail or change of the person to whom the letter is to be addressed shall be given by notice to the other party in the same manner as above specified.

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice, effective when received and machine-confirmed, however, facsimile transmission received (i.e., printed) after 5-00 p.m. or on weekends or holidays will be deemed received on the next business day. The original copy of items transmitted by facsimile equipment must also be mailed as required herein.

21.6 Counterparts

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not become effective until it is executed by both parties to this Agreement.

21.7 Binding Effect

This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, legal representatives, heirs and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein contained.

21.8 Remedies

The remedies provided to the parties by this Agreement are not exclusive or exhaustive, nor cumulative of each other and in addition to any other remedies the parties may have.

21.9 Awareness Programme

- I. The Concessionaire shall undertake a mass awareness programme in the concession area so as to ensure that C&D waste being generated in the area is not disposed of at unauthorised locations.
- II. The concessionaire shall create awareness regarding the significance of handling the C&D waste and its proper disposal and the location of designated collection points. For facilitation a help line number shall be provided so that "on demand" lifting can be arranged. The message shall be conveyed through various platforms like resident welfare association (RWA's), civil society groups etc. The bulk waste generators like builders, Government Departments like PWD and DDA officials shall be directly contacted. The residents shall be encouraged to immediately inform about unauthorized dumping of C&D waste on helpline number.
- III. The Concessionaire must allocate a specific budget for creating awareness for the project. Intensive awareness campaigns especially in the initial 1 year shall be organized through print (newspapers, circulars, leaflets), electronic (local cable network etc.) and traditional media (street plays).
- IV. **Print media:** The entire concept of proper handling and disposal of C&D waste, including information about the designated C&D waste collection points and the uses of recycled C&D waste materials, toll free helpline number for on-demand lifting of C&D waste should be conveyed through posters, brochures, pamphlets given to each house or commercial establishment and can be displayed in prominent positions as well as local newspapers.
- V. **Electronic media:** Local cable television channels, radio, websites shall be used by Concessionaire to inform citizens about the toll-free helpline numbers facilitating on-demand C&D waste collection, new C&D waste collection arrangements and advertise contact numbers of officials to call for problem solving or for reporting grievances relating to unauthorized dumping and non-removal of C&D waste.
- VI. **Traditional media: Street Plays** - The Concessionaire should make arrangements to hold regular street plays in the initial three years to build awareness about C&D waste management and motivate non-participating residents. The main objectives of this tool of communication should be to emphasize the importance of proper disposal of C&D waste and the problems due to unauthorized dumping of C&D waste on streets and roadsides and illustrating the benefit of recycling C&D waste and the use of final products of recycled C&D waste.

21.10 Part of this Agreement

Tender Notice, RFP document, Reply to pre-bid queries i/c addendum, if any, and correspondence between parties till the stage of signing agreement will be considered as part of this Agreement.

IN WITNESS WHEREOF the parties hereto have placed their respective hands and seals hereto on the day and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED BY MUNICIPAL CORPORATION OF DELHI

Signature:

Executive Engineer (Project-I) WZ

(For Commissioner of MCD)

Duly authorized by the Municipal Corporation of Delhi

Signature:

FOR **M/s.** _____

(Lead Member of the consortium duly authorized by the members of the consortium)

Witness:

(Signature) :.....

Name :.....

Witness:

(Signature) :.....

Name :.....