

Request for Proposal

Selection of Bidder for

“Disposal of 20 Lakh MT (2nd phase) of legacy waste by Bio-remediation and Bio-mining at Okhla Dumpsite, Delhi”



**Issued by
MUNICIPAL CORPORATION OF DELHI**

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Telephone: **011-23329185**
Date of Issue: 17.07.2023
Pre-Bid meeting: **31.07.2023**
Bid end date: **21.08.2023**

DISCLAIMER

The information contained in this Request for Proposal (the “**RFP**”) document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of Municipal Corporation of Delhi (“**Authority**”), is provided to Bidder on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Authority to the prospective Bidder or any other person. The purpose of this RFP is to provide interested firms with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

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

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

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

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

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

I. Bid Data

S. No.	Particulars	Data
1.	Cost of Bid Document	INR 5,000 /-
2.	EMD	INR 1,66,45,000/-
3.	Pre-bid meeting date and time	31.07.2023 at 03:00 PM in the Conference Hall, 9 th Floor, E-1 Block, Dr. S.P.M. Civic Centre, JLN Marg, New Delhi – 110002
4.	Key dates	Authorities response to queries : 10.08.2023 Bid Start date: 11.08.2023 at 11:00 AM Bid End date: 21.08.2023 at 03:00 PM Technical Bid Opening: 22.08.2023 at 03:00 PM Financial Bid Opening: Will be decided later
5.	Performance Bank Guarantee	The PBG shall be 5% of the Contract Value and it shall be valid till the expiry of 03 months after the project completion.
6.	Bid Validity Period	180 Days from the due date of Bidding
7.	Eligible Bidder for Bidding	Individual Bidder/Consortium/JV (Maximum 3 members)
9.	Method of Bid Submission	Online Submission - Technical & Financial Bid
10.	Total project completion period	12 months from date of signing of agreement including mobilization period.
11.	Total Waste to be removed	20 Lakhs MT*

* **Note:** The quantity of bio-mining of legacy waste can be further increased up to 50% i.e., 10 lakh MT depending upon the performance of contractor and availability of funds.

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

To,
Executive Engineer (SLF) Okhla,
Municipal Corporation of Delhi,
Gate no. 4, Room no. 6, Dr. Ambedkar Stadium, Delhi Gate,
New Delhi – 110002.
Email ID- eeslf@yahoo.in

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1 Introduction

1.1 Background

The Okhla dumpsite is located near Tehkhand Bus Depot. on Maa Anand Mai Marg in South Delhi region. It was established in 1996 and is one of the major dumpsites in the country that accumulates over 5 million tons of legacy waste. It spreads over an area of 25.5 hectare (approx. 63 acres). The open dumping at the Okhla dumpsite is causing serious concerns for the ecosystem through Air, Water and Land pollution. There are strict directions from Hon'ble National Green Tribunal (NGT) to carry out bio-remediation and bio-mining activities and clear the area as soon as possible.

The Municipal Corporation of Delhi (herein after referred to as “**the Authority**” in this Bid Document) is seeking proposals from eligible Bidders to primarily undertake the work for disposal of Legacy Waste through Bio-mining process for land reclamation, resource recovery and suitable disposal of residual inert from the Okhla dumpsite. The contract shall be awarded to the successful bidder (herein after referred to as “**the Bidder**” in this Bid Document) for a period of 12 months reckoned from the date of signing of contract agreement. The scope of work can be broadly described as: *“Bio-mining of 20 Lakhs Tons Legacy waste and suitable disposal of processed and segregated material in line with SWM Rules 2016, CPCB guidelines 2019, MoHUA advisory 2020 and related directions from Hon'ble NGT”*.

1.2 Structure of the Bid Document

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

1.3 Request for Proposal

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

2 Instruction to Bidder

2.1 Scope of Bid

The Authority invites bids for the execution of works (herein after referred to as "**the Works**") detailed in this Bid Document. The successful bidder will be expected to complete the works by the intended completion date specified in the section "*Scope of Work*" of this RFP document.

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

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

6.	Power of Attorney for mentioning authorized signatories	<p>A notarized Power of Attorney issued on Non-Judicial Paper (Form 3);</p> <p style="text-align: center;">OR</p> <p>A company Board Resolution mentioning the names of the authorized signatories</p> <p>In case of Consortium/JV all the members should submit a Power of attorney mentioning the Lead member as the authorized signatory for this tender.</p>
7.	<p>Should have handled, during preceding Seven (7) financial years prior to the due date of this bid submission, following works:</p> <p>a. Having completed overall bio-mining/bio-remediation of at least 5 Lakhs Tons of Legacy Waste;</p> <p style="text-align: center;">AND</p> <p>b. Having work order of at least one project of dumpsite bio-mining / bio-remediation, involving 3 Lakhs MT of Waste Quantity;</p>	<p>Bidders Kindly Note:</p> <p>A. Bidders need to submit Credential Certificates in support of the Technical Experience. It may include a “Certificate of Successful Completion” for completed projects and/or “Satisfactory Working Certificate” for ongoing work to evaluate the working capacity and quality of the bidder.</p> <p>B. Credential Certificates issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State Central Government undertaking, Statutory/ Autonomous bodies constituted by the Central/State stature, shall be considered for evaluation</p> <p>C. Bids without requisite Credentials Certificates shall not be considered for evaluation</p> <p>D. Bidder has to submit the Credentials of only those projects, in which he had worked or is engaged (in case of ongoing projects) as primary or key-contractor. Any certificate submitted by the Bidder, working as sub-contractor, shall not be considered for evaluation.</p> <p>E. If the projects have been executed as Consortium/JV then proper legal documents should be submitted mentioning the bidder was a partner of the venture and not a sub-bidder.</p> <p>In case of Consortium, all the members in combined or any member of the Consortium/JV should meet this criterion.</p>
8.	The Bidder should have an Average Annual Turnover of INR 52,15,00,000/- in last 3 financial years (FY 2020-21, FY 2021-22 and FY 2022-23)	<p>Copies of Balance Sheets and Profit & Loss Statements endorsed by the Statutory Auditor of the bidder for the last 3 financial years</p> <p>In case of Consortium, all the members in combined or any member of the Consortium/JV should meet this criterion.</p>
9.	The bidder should have a Net Worth of not less than INR 10,43,00,000/- in the preceding financial year (FY 2022-23)	<p>Copy of the Certificate issued from a certified Chartered Accountant, not older than six (6) months from the date of submission of this RFP document.</p> <p>In case of Consortium, all the members in combined or any member of the Consortium/JV should meet this criterion.</p>

10.	The bidder in case of single entity or any member in case of JV/ Consortium, should not be blacklisted/ debarred/ terminated of contract by any Government/ Government Board/ Corporation Company/ Statutory Board/ PSU company/ Non- Government/ Government of any sovereign countries/ Private agencies and Funding agencies in the last 3 years.	An undertaking on Non-Judicial Stamp Paper stating the same, dated on or after the ‘RFP Download Start Date (Online)’, must be submitted, stating the Bidder is Not Blacklisted, debarred or terminated due to unsatisfactory performance or Bankruptcy. In case of Consortium/JV all members should submit the undertaking.
11.	Valid Scanned Copies of the statutory documents	A. Trade License/Certificate of Enlistment, B. PAN Card, C. Professional Tax Registration Certificate and D. Goods and Service Tax (GST) registration certificate mentioning the 15-digit Goods and Service Tax Payer Identification Number under the GST Act 2017 E. Income Tax Return Certificate for the Financial Years FY 2020-21, FY 2021-22 and FY 2022-23 Bidder should note: In Case any document is not required in any particular state/country the bidder should provide an undertaking on its company letterhead duly signed by the authorized signatories mentioning it is not applicable in that particular state for its business. In case of Consortium/JV all members should submit the required documents.
12.	The bidder should have a Registered Office in India	Documentary Proof of having a registered office in India. In case of Consortium/JV the Lead member should submit Documentary Proof of having a registered office in India.
13.	Covering Letter as per format	Duly signed Form 1. In case of Consortium/JV the Lead member should submit on their letterhead.
Bidder should note: In Case any document is not required in any particular state, the bidder should provide an undertaking on its company letterhead duly signed by the authorized signatories mentioning it is not applicable in that particular state for its business.		

2.3 Other Criteria

1. Consortium/JV is allowed as per the rules and regulations of Government of India, subject to a maximum of 3 members. A Consortium/JV bid will be considered in the name of the lead partner, registered agreement (named as Consortium/JV Agreement as per Form 4) signed by all the members should be furnished along with the bid
2. All members of the Consortium/JV should have joint and several liabilities for execution of the project. The Consortium/JV should share copy of the work sharing bipartite/ tripartite (depending upon the number of Consortium/JV members) agreement, clearly specifying work share of each Consortium/JV member, along with the technical bid, dated on or after the RFP download start date
3. It should be stated in the Consortium/JV Agreement the name of the Lead member. Lead member should be having more than **51% equity stake** in the Consortium/JV and will be responsible on behalf of the Consortium/JV in all matters related to the project. Other members should be having at least **10% equity stake** in the Consortium/JV. The percentage stake of other members should also be stated in the Consortium/JV agreement.
4. In Case of any failures the Lead member will be responsible to compensate the liquidated damages and penalties to Authority in addition to all matters related to the project. The Lead Member of the Consortium/JV must be registered and/or incorporated under appropriate laws of India
5. The Consortium/JV Agreement must clearly spell out the identity of the lead member, the proportion of financial involvement of the respective members and must state unequivocally that an action by the lead member will bind all the other members, jointly and severally, irrespective of their respective financial involvements in the Consortium/JV. An attested true copy of a legally binding Consortium/JV Agreement must be submitted along with the technical bid
6. It should be clearly mentioned in the Consortium/JV agreement that if any Consortium/JV gets selected as the successful bidder then none of the members can exit the Consortium/JV or get replaced till the project is completed. Any deviation or violation on part of the successful Consortium/JV will cause it to forfeit the Performance Security Deposit.
7. In case any change in the membership of the Consortium/JV is required to be made by the members of the Consortium/JV, the same shall be done with the prior consent of Authority subject to the conditions as may be stipulated by the min this regard.
8. The Bidder or any member of the Consortium/JV should not be blacklisted/ debarred/ terminated of contract by any Government/ Government Board/ Corporation Company/ Statutory Board/ PSU company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding agencies in the last 3 years. An undertaking towards the same must be submitted by all members of the Consortium/JV dated on or after the RFP download start date.
9. The Bidder should have an Average Annual Turnover of INR 52,15,00,000/- Only in the last 3 financial years (FY 2020-21, FY 2021-22 and FY 2022-23). Balance Sheets and Profit & Loss Statements for the 3 Financial Years, as mentioned above, must be submitted. Also, a certificate from the auditor must be submitted clearly mentioning the annual turnover for the 3 Financial Years as mentioned above (Form 5). In case of a Consortium/JV, all members of the Consortium/Joint Venture, are allowed to jointly fulfill this criterion.
10. The Bidder should have a Net Worth of not less than INR 10,43,00,000/- in the preceding financial year (FY 2022-23) (Form 5). In case of a Consortium/JV, all members of the Consortium/Joint Venture, are allowed to jointly fulfill this criterion.

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

“A parent company is company that owns 100% of the outstanding voting stock in another company (second company) and controls management and operation of the second company by influencing or electing its board of directors; the second company being deemed a subsidiary of the parent company”. Under the definition of a ‘parent company’, a bidder that is a subsidiary can have only one parent company. ‘Bidders’ using the contractual experience of the Parent Company or Subsidiaries must satisfy the criteria stated below for the Parent Company or Subsidiary. A failure to meet this criterion shall result in rejection of the bid. A failure to furnish the Parent Company Guarantee (Form 14) or the Subsidiary Company Guarantee(s) (Form 15) as appropriate, shall result in the rejection of the tender.
13. Copies of the Work Order/ Agreement/ Contract Copy and Work Completion Certificates between the participating bidder and the client, as mentioned in the Section 5.1, must be submitted to fulfill the eligibility criterion.
14. The Bidder or in case of JV, any of its JV members should have their well-established office within Delhi-NCR. However, if the bidder/JV is not Delhi-NCR based and they happen to succeed in the bid, then they should open such office within 2 months of the receipt of the LOA/ work order.

2.4 Technical Capacity

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

- i. Should have handled, during preceding Seven (7) financial years prior to the due date of this bid submission, following works:
 - a. Having completed overall bio-mining/bio-remediation of at least 5 Lakhs Tons of Legacy Waste;

AND

 - b. Having work order of at least one project of dumpsite bio-mining / bio-remediation, involving 3 Lakhs MT of Waste Quantity.
- ii. In case an eligible project for assessing “the technical capacity” has been jointly executed by the Bidder (as part of a Consortium/JV), then the entity claiming such eligibility should satisfy both of below conditions:
 - a. Have held minimum 26% share in the project for which the experience is being claimed. The claiming entity shall produce proof of percentage shareholding in the project for which experience is being claimed.
 - b. The project for which experience is being claimed shall be qualified as “eligible project” for the technical capacity only, if the claiming entity have carried out relevant work or delivered similar services, which satisfies the requirement laid down in pre-qualification criteria. In support of this, the bidder needs to submit the suitable documents in proof of relevant work done or similar services delivered, such as JV agreement, etc.

- iii. The eligible projects claiming “the Technical Capacity” should have been awarded by any Local Body/ any Government / Semi-Government Organizations / Public Sector Undertakings in India with direct contract with them. For completed projects, completion certificate from the ULB, signed by executive engineer or equivalent or authorized signatory shall be submitted along with the bid. For ongoing projects, the payment certificate or running bills (with mentioned of quantity), duly certified by an official not below the grade of executive engineer/finance officer or equivalent, should be furnished.

2.5 Financial Capacity

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

- i. Minimum average turnover of INR 52,15,00,000/- (INR Fifty Two Crores and fifteen lakhs Only) in the preceding 3 financial years as mentioned in clause 2.2 of this document;
- ii. Should have a Net Worth of at least INR 10,43,00,000/- (INR Ten Crore and Forty Three Lakhs Only) in the preceding financial year (FY 2022-23).

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

2.6 One bid per Bidder

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

2.7 Cost of Bidding

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

2.8 Site Visit and verification of Information

Prior to submitting the Proposal, the Bidders are advised to visit and examine the projectsite and its surroundings, obtain and ascertain for themselves all technical data, and other information necessary for preparing their Proposal (bid) including carrying out necessary technical surveys, field investigations, assets condition assessment etc. at its own cost and risk. Bidders are encouraged to submit their respective Bids after visiting the Project site/area to ascertain the ground situation, coverage, quality of assets or any other matter considered relevant by them. The Bidders shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Bidder submits a Proposal for this project.

For the above purpose, the Bidders may approach the Authority for assistance during any site visit. The Bidders shall be responsible for all arrangements and shall release and indemnify the Authority and

/or any of its agencies/consultants/advisors from and against all liability in respect here of and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP.

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

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

2.9 Pre-Bid Meeting

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

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

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

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

2.10 Amendment in the Bidding Document

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

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

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

2.11 Conflict of Interest

A Bidder shall not have the conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD or Performance Security (the 5% of Contract Value will be the value of performance security – Refer to Form -12 of the RFP), as the case may be. Without limiting the generality of the above, a Bidder shall be considered to have a ‘conflict of interest’ that affects the ‘Bidding Process’, if:

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

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

3 Preparation of Bids

3.1 Procedure for Participation in e-Tendering

3.1.1 Registration of Bidders one-Tendering System

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

3.1.2 Digital Certificate

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

3.1.3 Key Dates

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

3.1.4 Preparation and Submission of Bids

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

Note:

- i. Bidders are requested to visit e-tendering website regularly for any clarifications and/or due date extension or corrigendum.*
- ii. Bidder must positively complete online e-tendering procedure.*
- iii. The Authority shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.*
- iv. In case, due date for submission & opening of tender happens to be a holiday, the due dateshall be shifted to the next working day for which no prior intimation will be given.*
- v. The Authority reserves the right for extension of due date of opening of technical bid.*

3.2 Bid Validity Period

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

3.3 Bid Document Fees

The Bid Document shall be available for download to concerned eligible bidders immediately after

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

3.4 Earnest Money Deposit

The Bidder shall furnish, as part of the Bid, an Earnest Money Deposit (EMD) of the amount as mentioned in bid data sheet of the RFP document. However, an amount of INR Rs. 20,00,000 against the mentioned EMD amount must be submitted through online portal. Remaining EMD amount of Rs. 1,46,45,000/- (One Crore forty Six Lakhs and Forty Five Thousand Only) must be submitted by the Bidder in the form of Bank Guarantee from a Scheduled Bank at the time of submission of bid. Please refer to format of Bank Guarantee for EMD as Form-12A, attached at Annexure-A. The same need to be prepared from a Scheduled Bank.

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

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

The EMD will be forfeited if:

- i. Any bidder withdraws its bid during the validity period of the Bid;
- ii. The successful Bidder fails to sign contract agreement or submit performance guarantee, as the case may be.
- iii. The Authority finds out that the bidder has involved in corrupt and fraudulent practice or has given any material misrepresentation in its bid knowingly or unknowingly.
- iv. Any other reason thereof mentioned in this bid document.
- v. The Bidders fails to comply with the Bid process.

3.5 Language of Bid

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

4 Submission of Bids

4.1 Online submission of Bids

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

Part 1: Responsiveness and Technical Bid

Part 2: Price bid

4.2 Bid Due Date

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

21.08.2023 at 03:00 PM

Pre-bid conference: on 31.07.2023 at 03:00 PM in Conference Hall, 9th Floor, E-1 Block, Dr. S.P.M. Civic Centre, JLN Marg, New Delhi – 110002.

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

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

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

4.3 Withdrawal, Substitution and Modification of Bids

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

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

4.4 Bid Submission

4.4.1 Technical Bid Submission

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

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

1. This RFP document, with all pages signed by the Authorized Signatory.
2. Power of Attorney or Company Board Resolution establishing the Authorized Signatory.

3. Certificate of Incorporation/ Registered Partnership Deed.
4. Covering Letter (as per Form 1).
5. General Information of the Bidder (as per Form 2).
6. Credentials of the Bidder along with relevant Work Orders, Agreements and Completion/Commissioning Certificates (as per Forms 6 and 7).
7. Financial Capabilities of the Bidder (as per Form 5).
8. Bid security in the form of Bank Guarantee and Proof of online payment.
9. Undertaking on Non-Judicial Stamp Paper stating the Bidder is Not Blacklisted, Bankrupt and debarred for any unsatisfactory performance.
10. Valid Scanned copies of the following documents:
 - i. Trade License /Certificate of Enlistment.
 - ii. PAN Card.
 - iii. Professional Tax Registration Certificate.
 - iv. Goods and Service Tax (GST) registration certificate mentioning the 15-digit Goods and Service Tax Payer Identification Number under the GST Act2017.
11. Income Tax Return Certificate for the Financial Years 2020-21, 2021-22and 2022-23
12. Others – all documents as mentioned in the table “checklist of documents as pre-qualification criteria” and certificate from the engineer in charge in reference to clause 5.1.
13. Plant and machinery details.
14. Integrity Pact as per form 16

4.4.2 Financial Bid Submission

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

Note:

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

5 Technical and Financial Bid Evaluation

5.1 Technical Evaluation

The Bidders need to fulfill the minimum eligibility criteria as defined in relevant clauses of this RFP to be eligible for opening of financial proposal (“**Technically qualified Bidders**”). However in case of the existing agencies, working at the three dump sites of MCD i.e. Okhla, Bhalaswa & Ghazipur in individual capacity or in JV, participate in the bidding process, then their **performance in existing contracts such as no penalty should have been levied upon the bidder (or any of its members in case of JV/ Consortium) on the basis of Tampering or manipulation of records / malafide practices / quality of bio-mined fraction / disposal of unprocessed waste / fine or compensation by Hon’ble NGT on environmental damage, continuous failure to achieve target / project milestone etc. during the bio-mining works taken up by the bidder** shall be considered by the Technical Evaluation Committee before considering them as “Technically Qualified Bidders”. A certificate signed by Engineer-in-charge shall be submitted by the bidder with the bid, failing which the bid shall be declared technically unresponsive. Financial proposal for the bidders, who are not found technically qualified shall not be considered for further evaluation.

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

5.2 Financial Bid Evaluation

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

5.3 Selection of Bidder

The Bidder with the lowest rate (L-1) per MT of waste shall be declared as the selected Bidder.

5.4 Clarifications

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

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

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

5.5 Confidentiality

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

5.6 Award of Contract

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

5.7 Performance Security

Prior to the signing of the contract agreement, the successful Bidder shall have to furnish Performance Security to the Authority in the form of bank guarantee ("the Performance Bank Guarantee" (PBG)) issued by a scheduled bank located in India in the format given in Form 12, for an amount equivalent to 5% of the Contract Value. The performance security of a Consortium/JV shall be in the name of the Consortium/JV. Failure of the successful bidder to comply with the requirements of this clause, shall constitute a breach of contract, cause for annulment of the award, forfeiture of the EMD, and any such other remedy the Authority may take under the contract.

5.8 Signing of Contract Agreement

The successful bidder shall have to furnish the Performance security as directed above and sign the contract agreement within 21 days of issue of LoA. The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Authority to the Bidder for commencement of work. In the event of failure of the successful bidder to submit Performance Security and or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the Authority for taking any action against the bidder.

5.9 Stamp Duty, Legal Charges and Stationery Charges

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

6 Fraud and Corrupt Practices

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

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

- i. Corrupt Practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Contract Agreement, as the case maybe, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- ii. Fraudulent practice means am is representation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. Coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly any person or property to influence any person's participation or action in the Bidding Process;
- iv. Undesirable Practice means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; And
- v. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

7 Payment Schedule

7.1 Payment Mechanism

Payment disbursement/milestones for delivering each part of the scope of work will be as per following mechanism:

A. Disposal of 20 Lakh MT (2nd Phase) of legacy waste by Bio-remediation and Bio-mining at Okhla dumpsite, Delhi

Payment for the work shall be calculated by the Authority based on the following formula:

$$\text{Payment calculation for Work (P)} = (\text{WXR})$$

Where,

W= Arithmetic sum of weight of all material in tons, moving out from the dumpsite (i.e. RDF, Soil enricher, Recyclables, C&D waste, Inert material, etc.)

R = Rate per ton.

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

- i. Quantity of Work Completed (in terms of material sent out from the dumpsite) at site including photographic evidence of the same.
- ii. Certificate from the Engineer-in-Charge certifying the work done as per the work plan.
- iii. The documents furnishing the proof of disposal/ utilization (with date, quantity, other details) at the suitable location for the end product (inert, combustible, others if any). Utilization certificate of disposed material must be furnished. Please refer to the “**Scope of work, Part-A, Clause-1, "Sub Clause (xx)**”for requirement of documents.
- iv. All disposal vehicles must be GPS enabled.

The Bidder shall also submit quarterly report on topographical survey, stating the total quantum of the waste at the beginning, waste removed from the site and the remaining volume of the waste.

The payments shall be released on monthly basis, subject to the compliances of all the clauses mentioned above and in the scope of work, as per following schedule:

1. An amount of 50%* of billed value shall be paid within 15 days of the bill submission by the Contractor/agency.
2. An amount of 40% of billed value shall be paid within 15 days of submission of documentary proof/evidence, as per clause (i) to (iv) mentioned above.
3. An amount of 10% of the total billed value shall be held from the monthly bills, which shall be paid after every 3-months based on the submission of Topographic survey results and data on laboratory test results for the output (inert quality, calorific value for combustible, organic content, density) – monthly basis.

*This amount shall not exceed the performance security submitted by the bidder at any point of time during the contract period.

4. All the payments shall be made to the agency's bank account (and in case of JV, in the bank account of JV) after deduction of penalties/fine (if any) after deduction of penalties/fine (if any), utility charges such as electricity bills, etc., or and any other deduction, as applicable.

5. In case, the bio-mined RDF fraction is not lifted beyond 15 days from its bio-mining, the Engineer-in-Charge at his own discretion may stop the work of Bio-mining till the failure is rectified. No time extension shall be given to the bidder on this ground.

7.2 Compensation for delay

In case the work is not completed within the stipulated period of completion or as per milestones mentioned in clause 7.3 below and along with all such extensions, which are granted to the Bidder for either Authority's default or Force Majeure or as decided by Authority, the compensation shall be levied on the Bidder at the rate of Rs. 20,000 /- per day of delay limited to maximum of 10% of the Contract Value.

The Authority will deduct the compensation damages from payments due to the Bidder.

If the cumulative compensation damage amount exceeds 10% of the Contract Value, the authority may:

- i. Terminate the contract agreement and forfeit the Performance Security
- ii. Retain the Bidder on depositing the amount equivalent to the such compensation damage of 10% of the contract amount. However, the retention of the Bidder on such ground shall not free him from his liabilities for completion of the work or any future imposition of compensation damages.

The decision of the Authority in this regard shall be final and binding upon both the parties.

7.3 Project Milestones

All the provisions of Penalties and Incentives shall be applicable based on quarterly milestones. Considering 12 months duration for project execution activities, the milestones shall be linked with the following % age of work completion:

B. Milestones for the Bio-mining work:

S.No.	Period	Target %age completion
1	Quarter 1	15%
2	Quarter 2	25%
3	Quarter 3	30%
4	Quarter 4	30%
	TOTAL	100%

** Above %ages are in terms of reduction in legacy waste quantities*

Note: Bidders need to ensure the above timelines and also submit the work schedule as per the above milestones.

7.4 Penalty for Non-Compliance

S. No.	Penalty Description	Penalty Amount
1	Non-compliance to SWM Rules 2016 and other Environmental Standards notified by regulatory authorities or as specified in the Contract.	Rs.20,000 /-per incidence per day, till the compliance of the failure is achieved.
2	Non-compliance of Safety Standards, use of Personal Protective Equipment, fire safety, slope stability while forming windrows (if any during pre-stabilization process) by the workers or non working of pollution control/dust mitigation measures.	Rs.20,000 /- per incidence per day, till the compliance of the failure is achieved.
3	Non-compliance against disposal mechanism as prescribed in the scope of work (for inert, combustible or any other end product).	Rs.10,000 /- per incidence per day, till the compliance of the failure is achieved.
4	Non-provision of Site Facilities as per the work plan, submitted by the Bidder at the start of work and duly approved by the Authority.	Rs.10,000 /- per item per day, till the compliance of the failure is achieved
5	Non-achievement of quarterly milestones, with respect to the reduction of waste quantities as per work schedule.	3% of the missed quantities for that quarter. (Missed quantity X Rate per ton X 3%).
6	Non-function of weighment system due to Technical Problems, in case it is not rectified within 24 hrs.	Rs. 10,000 /- per incidence per day, till the compliance of the failure is achieved.
7	Tampering of records at weighbridge or submission of manipulated records or any malpractice which will affect quantity & quality of work done.	50% of the value of bills certified for three (03) preceding months from the month of incidence noticed.
8	Non-lifting of Bio-mined fraction within 15 days from the date of Bio-Mining.	Rs. 20,000 /- per day beyond first 15 days, till the stacks are cleared from the SLF premises. In case of continuous non-compliance, the authority may double the penalty on every passing month till the maximum of Rs 1,60,000/- per day.

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

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

7.5 Incentives / Bonus for early completion

In the event that the Project Completion Date occurs prior to the Scheduled Completion Date, the Contractor shall be entitled to receive a payment of bonus equivalent to 0.03% (zero point zero three per cent) of the Contract Price for each day by which the Project Completion Date precedes the Scheduled Completion Date, but subject to a maximum of 3% (three per cent) of the contract price.

8 Force Majeure

Any of the following events which is beyond the control of the party claiming to be affected thereby (“Affected Party”), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:

- i. Earthquake, flood, inundation and Epidemic and Pandemic like situations;
- ii. Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- iii. fire caused by reasons not attributable to the Bidder/Authority or any of the employees, or agents of the Bidder/ Authority.
- iv. Acts of terrorism.
- v. Strikes, labour disruptions, any other disruptions or public unrest not arising on account of acts of the Bidder/ Authority.
- 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. 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 fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- viii. Strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
- ix. Any resistance from the citizens or any other groups not allowing to operate the plant stipulated in the tender.
- x. 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. Un-availability, late delivery of the spares, machineries, 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 Bidder;
- iii. Non-performance of machineries resulting from wear and tear and not maintained in 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 to Authority and the Bidder.

8.1 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 for 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.

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 Eight (8).

9.2 Termination due to Event of Default

9.2.1 Termination due to Event of Default of Bidder

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

- i. the successful bidder has failed to perform any instructions or directives issued by the Authority which it deems proper and necessary to execute the scope of work under the tender;
- ii. the successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by Authority, despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by Authority;
- iii. the successful bidder has failed to conform with any of the specifications as set out in the tender or has failed to adhere to any amended direction, modification or clarification as issued by Authority and which Authority deems proper and necessary for the execution of the scope of work under this tender;
- iv. there is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder;
- v. the successful bidder or its team has failed to comply with or is in breach or contravention of any applicable laws;
- vi. the successful bidder has failed to comply with any terms and conditions of this tender;
- vii. misrepresentation of facts at any point of time.

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 as per clause 7 hereto. 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 as per clause 7 hereto. 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.

10 Dispute Resolution

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

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

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

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

11 Time and Extension of delay

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

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

11.2 Such extension of time or rescheduling or milestone/s shall be without prejudice to

any other right or remedy of the parties in contract or in law provided further that for concurrent delays, the contractor shall be entitled to only extension of time and no damages.

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

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

12 Foreclosure of contract due to abandonment or Reduction in Scope of Work

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

13 Recovery of Security Deposit

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

All compensations or the other sums of money payable by the bidder under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the bidder by MCD on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the bidder shall within 10 days make good in fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Authority , any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills and the final bill of the bidder at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 50 lac

subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 50 lac. Provided further that the validity of bank guarantee shall be **extended** from time to time depending upon extension of contract granted under provisions of Clause 11.

14 Labour laws to be complied by the bidder

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

15 Miscellaneous

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

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

16 Forms for Bid Submission
(Please refer to the next page)

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

Date:

To,

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

Dear Sir,

Sub: RFP for Selection of Bidder for “Disposal of 20 Lakh MT (2nd Phase) of legacy waste by Bio-remediation and Bio-mining at Okhla Dumpsite, Delhi”

With reference to your RFP document dated....., I/we, have examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project Selection of Bidder for “Disposal of 20 Lakh MT (2nd Phase) of legacy waste by Bio-remediation and Bio-mining at Okhla Dumpsite, Delhi” and state as under:

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the Project as explained in this RFP document.
4. I/We shall make available to the Authority for any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/We acknowledge the right of the Authority to reject our Bid without assigning any reason or Otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/any of the Consortium/JV Members have neither failed to perform on any contract, as evidenced by judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b. I/We do not have any conflict of interest in accordance with Clauses 2.11 of the RFP document.
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice,

as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered in to with the Authority or any other public sector enterprise or any government, Centre or State; and

- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 6 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to Bidders.
- 9. I/We believe that we/our proposed Consortium/JV satisfy(ies) the pre-qualifying criteria and meet(s) the requirements as specified in the RFP document and am/are qualified to submit this Bid.
- 10. I/We declare that we/any Member of the Consortium/JV am/are not a Member of any other Consortium/JV submitting a Bid for the Project.
- 11. I/We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project which relates to a grave offence that outrages the moral sense of the community.
- 12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge- sheeted by any Bidder of the Government or convicted by a Court of Law for any offence committed buys or by any of our Associates.
- 13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 14. We acknowledge that our proposed Consortium/JV shall bear the following composition:

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

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

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

- 15. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge, or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and

implementation thereof.

16. In the event of my/our being declared as the Selected Bidder, I/We agree to enter into a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. I/We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Contract.
18. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Contract Agreement, our own estimates of costs and careful assessment of the site and all the prevailing and expected conditions that may affect the Bid.
19. I/We offer to the Authority a Bid Document Fees of INR 5,000/- and EMD of Rs. 20 Lakhs through online and Rs. 146.45 Lakhs through BG, submitted online as specified in this RFP document.
20. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project/Contract is not awarded to me/us or our Bid is not opened.
21. I/We hereby submit our Bid in the form as specified in the RFP document for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract Agreement.
22. I/We agree to keep this offer valid for 180 (One Hundred Eighty) days from the Due Date of online Bid submission as specified in the RFP document or any other such duration as directed by the Authority.
23. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
24. I/we have received all the clarifications issued by the Authority.
25. I/we will abide by the terms and condition set forth in the RFP document, condition of contract and draft Contract agreement and a copy of the same bearing initial of the undersign on every page is attached herewith.
26. Not with standing any qualification or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Yours faithfully,

Date:

(Signature of the Authorized Signatory)

Place:

(Name and designation of the
Authorized Signatory)

Form 2: Format for Description of Bidder

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

Note:

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

Form 3: Power of Attorney for Signing of Bid

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

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

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

For (Signature, Name, Designation and

Address)Witnesses:

1) _____

2) _____

Notarized

Accepted

(Signature, name designation and address of the Attorney)

Notes:

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

Form 5: Form for Financial Pre-Qualification

A. Turnover

Financial Year	Annual Turnover (in INR)
2020-21	
2021-22	
2022-23	
Average Turnover	

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

Note:

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

(Signature of the Authorized signatory)

Form 6: Format for summary of Technical Pre-Qualification

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

A. Summary Table:

Name of Applicant/ Member of Consortium/ JV (in case of Consortium/JV) Claiming the Project Experience:							
S. No.	Brief Project Description	Project Award Date (<i>Only those Project(s) awarded in preceding 7 FY from due date of bidding shall be considered</i>)	Project Completion Date/ expected completion date	Project Cost in INR (Cr)	Project Capacity (in MT per day) (A)	Claiming Entity's Share in the Project (%) (B)	Effective Handled Capacity (C) (in MT per day)

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

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

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

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

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

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

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

Note:

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

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

(Use separate Sheet for each key personnel)

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

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

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

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

Form 11: Format for Letter of Acceptance (LoA)

LETTER OF ACCEPTANCE (LOA)

(On the Letter Head of the Authority)

Date:

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

Subject: _____

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

Dear Sir (s)/ Madam(s),

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

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

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

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

- (iii) Sign the Contract Agreement.

Please note that the time allowed for carrying out the work as entered in the bid is 12 months including rainy season, shall be reckoned from the date of signing the contract agreement or issuance of Consent to Establish to the project whichever is later.

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

Yours faithfully,

Form 12: Format for Performance Bank Guarantee

To:

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

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

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

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

B.G No.

Dated:

In consideration of you, the Corporation, having its office at, Name of State having agreed to receive the Proposal of _____ [a company registered under provision of the Companies Act, 2013] and having its registered office at _____[and acting on behalf of its consortium] (herein after referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the “Disposal of 20 Lakh MT (2nd Phase) of legacy waste by Bio-remediation and Bio-mining at Okhla Dumpsite, Delhi” of the Authority (here in after referred to as “the Project”). Pursuant to the RFP document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (herein after referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Corporation an amount of Rs. *****/- (In words) as bid security (herein referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

notwithstanding any differences between the Corporation and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

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

Signed and Delivered by _____ Bank

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

(Signature of the Authorized Signatory)

(Official Seal)

Form 13: Format of Financial Bid

Name of Work: _____

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

S.No	Head	Rate	Unit	Qty	Amount (INR)
1.	Bio-remediation and landfill mining and disposal of legacy waste at Okhla dumpsite - arithmetic sum of weight of all material in tons, moving out from the dumpsite (i.e. RDF, Soil enricher, Recyclables, C&D waste, Inert material, etc.)	-	Per Ton	20,00,000	
TOTAL					

(Amount in words)

* Above rates are exclusive of GST.

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

Signature of Bidder
Name of Bidder

Form 14: Draft Form for Undertaking on Parent Company Guarantee

(To be furnished in Company's letterhead)

Name of Contract / Contract No.; _____

Name and address of Employer: _____

_____ (together with successors and assigns)

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

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

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

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

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

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

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

Signed by: _____

(signature)

(name)

(Position in parent company)

Signed by:

(signature)

(name)

(Position in parent company)

Date: _____

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

Form 15: Draft Form for Undertaking on Subsidiary Guarantee

(To be furnished in Company's letterhead)

Name of Contract/Contract No.: _____

Name and address of Employer: _____

_____ (together with successors and assigns)

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

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

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

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

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

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

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

Signed by: _____

Signed by: _____

(signature) (signature)

(name) (name)

(Position in subsidiary company)

(Position in subsidiary

company) Date: _

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

Form 16: Integrity Pact

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

INTEGRITY PACT

Between

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

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

Preamble

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

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

Section 1-Commitments of the Principal

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

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

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

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

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

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

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

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

Section 4-Compensation for Damages:

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

Section 5-Previous transgression:

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

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

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

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

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

Section 8-Independent External Monitor

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

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

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

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

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

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

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

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

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

Section 9-Pact Duration

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

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

Section 10-Other provisions

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

(For & on behalf of the Principal)

(Official Seal)

(For & on behalf of Bidder/ Contractor)

(Official Seal)

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

17 SCOPE OF WORK (TORs)

The current project primarily intends to undertake the works required for disposal of Legacy Waste through Bio-mining process for land reclamation, resource recovery and suitable disposal of residual solid waste from the Okhla dumpsite. The contract shall be awarded to the successful bidder (“the Bidder”) for a period of 12 months reckoned from the date of signing of contract agreement.

The scope of work includes, but not limited to, the following:

Part A - Key Roles & Responsibilities of the Bidder:

The key roles and responsibilities of the Successful Bidder for execution of above-mentioned scope of work shall be, but not limited to, undertake following activities:

1. Bio-mining of Legacy Waste and disposal of processed material:

- i. The Bidder needs to Bio-mine and remove at least 20 Lakhs Tons of legacy waste from the total waste dumped at the dumpsite of Okhla and dispose the processed material, without stacking them at site for not more than 15 days.
- ii. Okhla dumpsite is in operation since 1996 and spread in an area of approximately 63 acres of land area. The area for the excavation of 20 Lakhs Tons quantity, shall be earmarked by Authority in consultation with the successful Bidder, which shall be considered as area for the scope of work.
- iii. The quantity of bio-mining of legacy waste can be further increased up to 50% i.e., 10 lakh MT depending upon the performance of contractor and availability of funds, totally at the discretion of MCD
- iv. The Bidder should use suitable methods and processes to excavate the legacy waste and segregate the waste into as many kinds and categories as possible, like RDF, soil enricher, C&D fraction, recyclables, inert material, etc.
- v. The Bidder needs to deploy necessary manpower, materials, equipment, tools and construction of plants and monsoon sheds and creation of facilities for handling, separating, segregating, storing and weighing facilities for the operation of the plant and using only covered body vehicles for the transportation of materials taken out, not limited to:
 - a. Installation of trommel or automated segregation machines of required sieve sizes with necessary shredder, density separator, screener, hopper, conveyors or any other required machinery with adequate capacity of motors and pulleys.
 - b. Spraying the bio-culture over the loosened partially degraded legacy waste and windrow making of partially degraded wastes for stabilization.
 - c. Spraying deodorizer over the waste as required to control odour.
 - d. Shifting and loading of the legacy waste into the hopper and segregating the materials size wise and type wise by engaging the manpower on both sides of conveyors with proper safety precautions.
 - e. Processing the legacy waste on everyday basis and segregate it in various fractions, like recyclables, RDF material, Plastics, C&D fraction and inert/enriched soil, etc. as per CPCB guidelines 2019.
 - f. The material collected shall be disposed of by engaging suitable vehicles as per guidelines on the subject.
 - g. Other wastes like Hazardous Waste, E-Waste; Bio-medical Waste (if any these is present in the MSW) and Construction & Demolition Waste shall be managed by the Bidder as per the guidelines in close coordination with Independent Engineer / Authority, under the relevant rules & regulations as amended from time to time.
 - h. Monitoring and recording all the activities to account for the quantity and quality of

recovered materials.

- i. Ensure proper safety measures for the workers involved in the day to day operations for the execution of legacy waste project.
 - j. All the workers involved should be cover under ESIC, Health check-ups and other beneficiary schemes as applicable from time to time and the bidder shall comply clause 19 of GCC of MCD.
 - k. Adequate illumination at site.
- vi. Bidder should provide sufficient machineries / equipment to clear the dumpsite as per the timelines mentioned in this tender document and proposed by the Bidder in its Work Plan.
 - vii. It is pertinent to mention here that the proposed sites were low lying areas and the Bidder may be directed by the authority to excavate the waste below GL (Ground Level), wherever encountered, and processes the same as per Rules.
 - viii. All the activities for dumpsite-mining shall be in complete adherence to the rules and regulation mentioned in SWM Rules 2016, CPCB Guidelines on Legacy Waste - 2019, directions from Hon'ble NGT and Delhi Pollution Control Committee and all other applicable rules and regulations.
 - ix. The Bidder shall carryout Total Station Survey (TSS)/GPS based Survey/Drone Based Survey of complete project site, including area earmarked in which dumpsite mining is to be done. The survey shall be done at the time of possession of the site as well as at every three months of interval, till the end of the bio-mining works. The output of the survey shall be shared with the Authority and volume of reclaimed portion or waste reduction shall be clearly presented in the drawing.
 - x. Anything of historical, anthropological, geological or other interest or of significant value unexpectedly discovered on the Site is the property of Authority. The Bidder is to notify the Authority of such discoveries and carry out the Authority's instructions for dealing with them.
 - xi. The Bidder shall allow any person authorized by the Authority to access the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
 - xii. In case the Bidder is required to set up ancillary facilities at site like Fuel storage, DG set etc., the necessary permissions required are to be obtained by the Bidder at his cost. All handling of explosives, including storage, transport shall be carried out under the rules approved by the "Explosives Department of the Government".
 - xiii. The Bidder shall ensure that material which is to be transported for sale or disposal after scientific processing is not dumped at Authority Dumping Ground. The Bidder shall have to make necessary arrangement like fencing or any other suitable arrangement as directed by Authority authorities to prevent such events.
 - xiv. The Bidder shall channelize the recovered/ segregated material from the legacy waste to the identified vendors/parties and disposal of inert/rejects as per CPCB Guidelines, without stacking them at site for more than 15 days.
 - xv. Responsibility of Packing, storing, stacking, selling, diverting for recycling, marketing and recycling of all useful material within 15 days of segregation, at own cost, shall be the responsibility if the Bidder..
 - xvi. The revenue or the income from the sale of the segregated useful material such as reusable and recyclable, Compost, Soil conditioner, raw RDF, C&D, Soil or any other by- product materials shall go to the Bidders account.
 - xvii. The Bidder shall be responsible for the payment towards fleet management in order to dispose the material recovered from the legacy waste.

- xviii. The Bidder to deploy such process or technology during biomining, so that the quality of RDF produced meets the standards acceptable to the industry / organization.
- xix. The contract shall not be assigned or sublet without the written approval of the Authority.
- xx. The Bidder shall submit necessary supporting documents, in order to ensure the safe disposal of the processed material, to the Corporation on monthly basis. This may include, but not limited to the following:
 - a. Undertaking that the processed material has been disposed off in accordance with all applicable guidelines and NIT conditions, mentioning the quantity alongwith place / site of disposal.
 - b. An acknowledgment from the individual / industry / government organization regarding the receipt of the same quantity of processed material as mention at 'a' above.
- xxi. The bidder shall be solely responsible for genuineness/ authenticity of documents submitted. Anything found contrary latter on will invite strict action as per agreement / law.

Part B - General Roles & Responsibilities of the Bidder:

Other roles and responsibilities of the Bidder for execution of above-mentioned scope of work shall be:

1. Record keeping and Reporting:

- i. The Bidder shall maintain a record of the daily processed legacy waste measured in the Weigh Bridge. The Bidder shall also keep proper record of the all recovered and disposed of material. The Bidder shall prepare all periodical reports, applicable to the Projects, as may be required by Authority, other stakeholders or the State Government etc.
- ii. The Bidders should set up weighbridge (s) of adequate load bearing capacity at the landfill for weighing as approved by Municipal Corporation of Delhi for measurement of legacy waste during processing. This weighing system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility. This system should be compatible and integrated with the IT system of MCD on real time basis.
- iii. Data of weighing system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by the Authorities. The weighbridge (s) should have 24X7 online monitoring system accessible to the authorities
- iv. The weighbridge (s) shall be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition IP based cameras in adequate numbers (as directed by Authority) shall be provided by the Bidder.
- v. CCTV Recordings of operation of weighing system shall be provided as and when required by the Authorities.
- vi. Any malfunctioning in operation of weighing system shall be the responsibility of the Bidder.
- vii. In case any malfunction/technical problem in the functioning of weighing system, the same shall be rectified by the Bidder within period of 24 hrs.

2. Routine Maintenance Standards:

In order to ensure smooth and uninterrupted operations, routine maintenance of the facilities shall include, but not be limited to:

- i. Quarterly calibration of the weighbridge (s) facility needs to be got done from the Weights & Measures department, GNCTD.
- ii. Prompt repairs of the storage and waste drying places, electrical items, drains, vehicular passages, sieving machineries, lighting and fencing.
- iii. Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the waste processing facility.
- iv. Maintaining the shape, scope, full cross-section of the storm water drainage system and Leachate collection and drainage system; maintain stock spare parts for the machinery.
- v. Keeping the waste processing facility in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the facility or any other property on or near the site.
- vi. Preventing, any unauthorized entry to and exit from and any encroachments including any encroachments on the site.
- vii. Monitoring system for air quality standard at the site should be maintained and the report should be made available as and when required by Authority or any other regulatory authority.
- viii. All the vehicles to be used by the Bidder in and outside the plant shall strictly follow latest emission standard.
- ix. The site shall be made available for inspection at any time as and when felt necessary by the Authorities.
- x. Suitable firefighting arrangement shall be made as per prevailing norms and standards laid down by the Govt.

3. Quality Control:

- i. Authority/ independent engineer may inspect the bidder's work as and when required and issue directions for improvement / compliance of NIT conditions.
- ii. If the authority / independent engineer instructs the Bidder to carry out any test (s), the charges shall be borne by the Bidder.

4. Emergency Response Plan:

- i. The Emergency Response Plan ("ERP") shall be developed by the Bidder. This shall be a part of the Operations Protocol developed by the Bidder. The ERP shall set out steps to be taken and measures to be adopted by the Bidder in responding to dealing with Emergency including those situations related to personal injuries or fatalities, property damage and force majeure as follows:
- ii. In the event of an Emergency, the Bidder shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Waste processing facility or part thereof, the Bidder shall promptly carry out any repair works necessary to restore the waste processing facilities to safe condition and in any event shall carry out such works before the affected area of the project facilities is re-opened to for normal operations.
- iii. The Bidder shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Operations Period

5. Environmental, Health & Safety measures:

- i. The bidder should use methods and processes to control foul odor and other such eco-friendly and non-polluting processes for minimizing the impact of the bio-mining activity in the adjacent areas of the dumpsite.

- ii. While carrying out the waste excavation, the Bidder shall ensure the safety in terms of required slope during the waste cutting operations through Loader , Excavator etc.
- iii. Create all facilities for controlling the emission, pollution and contamination of the environment including but not limited to control of dust, particulate matter, odour, air quality, water quality and noise pollution.
- iv. The Bidder shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
- v. Installation of appropriate odour control system at the site to minimize odor nuisance as per Central Pollution Control Board guidelines.
- vi. The Bidder has to follow the Environmental Standards and Guidelines as mentioned below:
 - a. Air Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - b. Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
 - c. Odour Monitoring – As per CPCB guidelines ‘Odour Pollution & Its Control or amendments thereafter with respect to baseline site parameters.
 - d. Water Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - e. Aggregate Disposal- As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - f. Guidelines for disposal of legacy waste (old municipal solid waste) by the CPCB, February 2019.
- vii. The Bidder has to make all the necessary arrangement to monitor and comply all environmental standards.
- viii. The Bidder shall segregate any Hazardous waste [as defined in Hazardous and other waste (Management and Trans- Boundary movement) Rules 2016 existing inside the site and separately earmarked. Authority shall dispose of the same at DPCC’s approved sites in accordance with Hazardous and other waste (Management and Trans- Boundary movement) Rules 2016 or amendments thereafter.
- ix. It is the sole responsibility of the Bidder to abate the odor and fire nuisance on site. The Bidder has to use enzyme/herbal based products which shall help to abate the odor and fly’s nuisance. Necessary fire fighting vehicles shall be arranged to abate the fire nuisance.
- x. Necessary safety gears shall be provided by the Bidder to all staff working as per the good industry practice.
- xi. The aspects relating to employee and worker safety, control mechanisms of litter, pest, fire, surface runoffs etc, needs to be followed.
- xii. It is expected that e-waste, hazardous waste and recyclables such as the plastic, glass, metal, etc. does not any way form the part of inert waste, and shall be addressed as per the prevailing rules (MSW Rules 2016, CPCB guideline and relevant other statutory norm).
- xiii. Plantation of adequate numbers should be done and maintain to reduce the noise and air pollution from the plant.
- xiv. Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/ Permits.
- xv. For discharge of waste water and foul gasses, emission standards to be followed strictly as per prevailing DPCC, CPCB, CPHEEO or any Govt. norms.

- xvi. Ensure daily washing of the vehicles used for the transportation/disposal of processed and segregated material.
- xvii. Adequate illumination at site by setting up lighting system to facilitate working at night hours.
- xviii. Adequate number of smog machines to ensure dust suppression in compliance with the regulatory bodies.

Part C- Obligation of Parties:

1. Obligations of Bidder

- i. The Bidder shall ensure that all the aspects of project and process employed, for executing the scope of work thereof, shall conform with the specification and directions given in existing laws pertaining to dumpsite management, such as SWM rules 2016 as amended , guidelines from regulatory agencies like CPCB, DPCC, etc. and suggestions from NGT.
- ii. The Bidder shall provide a detailed plan of action for carrying out the entire project work, considering the scope and timelines, mentioned in the RFP. The Bidder shall also make necessary modifications/changes in the work plan, based on the site conditions or as recommended by Authority and finalize it as per the approval by the Authority,
- iii. Prior to the start of project operations, the Bidder shall be responsible for obtaining all the applicable statutory clearances, permission, licenses, consents and authorizations necessary for the Project at their own cost. The Authority shall provide the assistance, wherever required.
- iv. The Bidder shall conduct its own due diligence for site investigation, analyzing the characteristics, composition and quantum of the waste at the Project site or any other study required for the execution of the work.
- v. All the cost related to these operations, including electrical consumption and other utility charges, and required field arrangements, manpower deployment shall have to bear by the Bidder only.
- vi. Providing security arrangement for the plan project site, machineries, equipment etc.
- vii. Construction of office room facilities for the Project, arrangement for water supply and power supply at the site. Authority may assist in providing single point connection for electricity requirements at the landfill site. However, the cost of usage shall be paid by the Bidder as per actuals based on appropriate meter readings from the meters installed.
- xx. It is the sole responsibility of the Bidder to dispose of the rejects/inert, C&D material, etc. generated during the process. By products from such processing viz. recyclables, compost/soil-enricher, RDF, etc. and related revenues (if any) shall be the property of the Bidder.
- ix. The Authority may also provide some assistance in channelization of the processed material to the external agencies, in line with the clause no. 3 of Part-C of Scope of Work.
- x. The Bidder shall not be permitted to use the municipal land at any point of time of contract to mortgage (or) to be used as a security for mobilizing finance for this purpose (or) any other purpose. Bidder can use the land for the purpose of this project only till contract period or termination of contract
- xi. The Bidder shall abide with the provision of Minimum Wages Act/Workman Compensation Act and such other statutory obligations notified by the concerned Govt. departments, from time to time. It should be specifically noted that the Bidder shall have to get them registered with the relevant authorities as required under various labor laws and submit undertaking of compliance along with the first payment bill failing which the payment bill shall not be processed. In this regard clause 19 of GCC shall be applicable.
- xii. The Bidder shall strictly comply with all the statutory requirements notified by the concerned Govt. departments from time to time and indemnify the Corporation against any claim(s),

whatsoever arising there from and the tenderer shall be solely responsible for consequences thereof. The Bidder are requested to take cognizance of Child Labor Act and take precaution not to deploy child Labor. If Child Labor is found to be deployed on the work, necessary action as deemed fit will be taken.

- xiii. Submission of progress report to Authority on fortnightly, monthly and quarterly basis. The monthly and quarterly reports shall be submitted within 7 (seven) days of the subsequent month and quarter respectively.
- xiv. The decision of authority shall prevail in deciding the location and area of bio-mining. No excavation shall be done below Reduced Level approved by the authority.
- xv. The bidder shall make available one inspection vehicle of 4X4 SUV class such as Mahindra Scorpio/ Bolero or equivalent alongwith driver and fuel.

2. Obligations of Authority

- i. Authority shall handover the dumpsite area to the Bidder, as per the earmarked land parcel jointly approved by the Authority and the Bidder, to set up machinery and take activities for processing and segregation of excavated material.
- ii. Authority would hand over possession of the site/s to the Bidder, irrespective of the title of the land to enable him to carry out activities required for executing the scope of work.
- iii. Authority may facilitate all forms of support to the Successful bidder for obtaining certification/ statutory clearances and provide single point connection for water, electricity and other utility services (if required).
- iv. Authority shall facilitate the bidder to obtain electricity connection (Single Point), and other utility connection at the landfill site. All the utilization charges/bills/cost of enhancement sanctioned load etc shall be paid by Bidder.

3. Miscellaneous - Other Assistance by the Authority:

- i. **Disposal of RDF:** The RDF material can be sent to the WtE facility of Authority, located at Okhla.
- ii. **Disposal of C&D Waste:** The C&D fraction obtained from the legacy waste processing can be channelized to the C&D waste recycling facilities in Delhi.
- iii. **Disposal of Inert material:** The inert material can be channelized to any ongoing NHAI / *Government Projects*.

Note:

- a. Assistance, as per S. No. 3 above, should be taken as facilitation provided by Authority and not as its obligation. Similarly, it will not be binding on the Bidder to accept such facilitations.