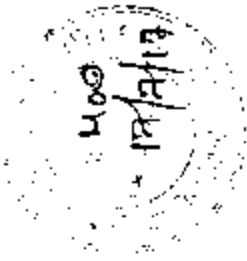


SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE EXECUTIVE ENGINEER (PROJECT-II) WZ
UNDER DABRI FLYOVER (BETWEEN PIER NO. 3 TO 5), NEW DELHI-110058
(Email - eeproject2wz@gmail.com)
(Phone Number: 011-25554096)



No. E.E. (Project-II)WZ//2017-18/ 275

Dated : 14/2/17

To,

1. M/s IL &FS Environment
2. M/s Balaji Operations
3. M/s Garg & Company
4. M/s Essel Infra.
5. M/s HIMSW
6. M/s Kumar Stone Crushing Company
7. M/s ENZYME infra.

Name of work:- Collection, Transportation, Processing and Disposal of Construction & Demolition [C&D] Waste at Bakkarwala for West Zone and Najafgarh Zone under SDMC.

Subject:- Reply to pre-bid queries.

The clarifications with reference to the queries submitted by the bidders are as under:-


Ex. Eng. (Proj-II)
West Zone, S.D.M.C.

1. M/s IL & FS Environment

S/N	Reference Clause	Bidding Clause	Clarification Requested (Municipalities/Institution)	Reply of Clarification
1.	<p>Clause 1.1, Page No 9, RFP</p> <p>The Applicant shall complete the development of site, setting up of C&D waste processing plant of required capacity at the site and shall start receiving & processing the C&D waste within 06 months of signing of Concession Agreement and handing over of land by SDMC whichever is earlier. The Concessionaire shall maximize processing, recycling and reuse of C&D waste to ensure none of it is dumped in landfills or other sites.</p>	<p>We suggest that the construction period for the project should be six months from consent to establish (CTE).</p> <p>Justification: Construction at the facility can only commence after (CTE) and other required approvals have been taken and this is not under the control of concessionaire.</p>	<p>No change</p> <p>Department will assist for getting necessary approval.</p>	
2.	<p>Section 1.4 Transportation Fees</p> <p>a. The C&D waste shall be weighed at the entry of the processing site. The transportation fee for Collecting & Transporting of C&D waste from designated dumping sites of West Zone and Najafgarh Zone to the plant will be paid to the Concessionaire by SDMC at the lowest rate quoted by the Concessionaire. The Transportation Charges will increase/decrease as per WPI of Machine and POL</p>	<p>We understand that the bid rate for collection and transportation shall also be applicable on all the generators other than SDMC who wish to avail the C&T Services of the concessionaire. Kindly confirm the same.</p>	<p>For SDMC and other various departments the rate for collection and transportation will be the lowest rates quoted/justified and accordingly awarded by the department. For other than Govt. Sectors concessionaire may charge as per his discretion.</p>	
3.	<p>Page No 10, RFP.</p> <p>No processing fee shall be charged on the Malba of SDMC i.e. processing of SDMC Malba shall be free of cost. Nothing shall be paid to the Concessionaire.</p>	<p>Processing should not be free of cost and some Tipping charge must be linked to it otherwise the tipping fee rate for Collection and Transportation will go up. We suggest to allow at least a tipping fee of INR 200 for processing per metric ton of waste.</p>	<p>No Change</p>	


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4.	Page No 10, RFP.	Authority shall use Yearly WPI (Wholesale price Index of Machinery and POL based on Financial Year issued on every 14th April/other date for adjusting Transportation fee for the respective financial years. First revision shall be applicable after completion of 1 year from recorded date of commencement of the plant.	Under Machinery there are different kinds of it and further it is not clear what is POL. We suggest that the Tipping fee should be hiked by 1. 40% for increase in minimum Labour wage and 2. 60% for WPI.	No Change
5.	Clause 2.1, Page No 12, RFP.	Project Site SDMC shall provide 5.00 Acres of land at Bakkarwala in West Zone to the Concessionaire to establish the C&D Waste processing and recycling facility (Project Site).	Will the land for setting up the plant be provided free of cost or on chargeable basis. If provided on chargeable basis, please specify the charges.	A nominal licence fee of Rs.1.00 per square meter per annum to be charged from Concessionaire w.e.f. date of handing over the possession.
6.	Scope of Work, Clause No 2.1.2, RFP, Page No 12.	Ensuring prompt collection of C&D Waste: To ensure the prompt lifting of C&D waste, Scheduled /on Demand Collection system shall be implemented via a 24 x 7 helpline number. Concessionaire must take responsibility to advertise the toll free helpline number in print (leaflets, newspapers) and electronic media (local cable networks, internet).	We suggest that on demand Collection service shall be provided only to those generators who generate large quantity of C&D waste on daily basis (more than 2 Ton) as the small quantities raise the cost of collection and transportation significantly. Further, it is suggested that helpline number services shall be provided from 9 am to 6 pm, however the provision to record the complaint through sms/email shall be implemented.	No Change


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7.	2.1.13 Penalty Clause, Page No 15	<table border="1"> <thead> <tr> <th data-bbox="170 1876 646 2110">Default</th> <th data-bbox="170 1446 646 1876">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="219 1876 597 2110">Delay in attending the complaint regarding non removal of malba beyond 24 hrs of its receiving</td> <td data-bbox="219 1446 597 1876">Rs. 2000/- per day for each default upto 15 days If default persists for more than 15 days, termination proceedings shall be initiated and malba will be removed on risk and cost of the concessionaire till the final order of termination and the plant will be at the absolute disposal of the SDMC.</td> </tr> </tbody> </table>	Default	Penalty	Delay in attending the complaint regarding non removal of malba beyond 24 hrs of its receiving	Rs. 2000/- per day for each default upto 15 days If default persists for more than 15 days, termination proceedings shall be initiated and malba will be removed on risk and cost of the concessionaire till the final order of termination and the plant will be at the absolute disposal of the SDMC.	We suggest this penalty should be applicable only for non-removal of malba of minimum 2 Ton.	No Change.
Default	Penalty							
Delay in attending the complaint regarding non removal of malba beyond 24 hrs of its receiving	Rs. 2000/- per day for each default upto 15 days If default persists for more than 15 days, termination proceedings shall be initiated and malba will be removed on risk and cost of the concessionaire till the final order of termination and the plant will be at the absolute disposal of the SDMC.							
8.	Form -I, Covering Letter for proposal submission, RFP, Page No 35	19. In the event of my/ our being declared as the Selected Applicant, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.	Please provide the draft concession agreement as it contains critical terms on payment and termination.	Draft concession agreement is attached.				
9.	Section 1.6, Page No 11, RFP.	Section 1.6 Buy Back of finished products SDMC will buy back 20% of the products generated from the C&D Waste as per design & specification of the department.	SDMC will buy back the products from concessionaire at the SOR rate. Kindly confirm.	SDMC will buy back the product from the Concessionaire as per the rate circulated by the Planning Department of SDMC from time to time.				
10.	Clause 2.1.7, RFP, Page No 13.	2.1.7 The Concessionaire will have to set up a mechanized workshop facility at space provided by SDMC for parking, repair and maintaining the vehicles and equipment at the Processing Facility/other location.	Since the number of vehicles is quite small an independent workshop facility will prove to be very costly. Service arrangements will be made with respective manufacturers.	No change				

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		Default	Penalty	
11.	Clause 2.1.13, RFP, Default, Page No 15.	C&D waste accumulated to the extent such that it hinders in the normal functioning of the roads	A lump sum of Rs. 50,000/- day shall be charged additionally with 5% increase every year in addition to the expenses incurred in removing the accumulated C&D waste from third party.	We suggest that a minimum time frame should be defined and therefore the default may be modified accordingly: <i>C&D waste accumulated to the extent such that it hinders in the normal functioning of the roads and the concessionaire has failed to handle the waste within 24 hours of the official complaint/request/intimation.</i>
12.	NIT, Clause No 4.	Bidders will have to deposit Earnest Money of Rs.35.00 Lakh. A sum of Rs. 17.50 lacs will have to be deposited in shape of Demand draft and balance, i.e. Rs. 17.50 lakh can be accepted in form of bank Guarantee issued by a scheduled bank in favour of Commissioner, SDMC payable at Delhi which will be refunded after furnishing the Performance Guarantee.		No Change
13.	Clause No 1.1, Page no 9, RFP.	The successful applicant will make all arrangement for water, electricity, DPCC clearance consent to operate etc. at his own cost, however, SDMC will provide necessary assistance if required. All applicable Govt. Tax/ Mpl. tax shall be paid by the applicant.		The successful applicant will have to make all arrangement for water, electricity etc. at his own, however, SDMC will provide necessary assistance if required.
14.	Page No 14, RFP.	The C&D Waste Processing Facility built at Bakkarwala in West Zone by the Concessionaire must earmark separate space for storage of C&D Waste residues or aggregates obtained after processing for one month generation and while recycled products shall be stored for two/three - month generation. Disposal: The Concessionaire shall dispose of maximum 10% of the rejects/ultimate residue to the landfill site.		Rejects will be landfilled at SLF, Tajpur Pahari or any new landfill site decided by the department from time to time. The distance between Bakkarwala to Tajpur Pahari is approx. 44 Km. The cost of disposal will be borne by the Concessionaire.


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15.	Clause No 5.9.1 Eligibility Criteria, Page No 26.	Agency must have Experience in Design, Construction and O&M of C&D Waste Plant or MSW processing plant or Stone crushing Plant with facility of Sand Washer for minimum 3 years during last 7 years and the agency should meet one of the following criteria of projects as given below :- i. One project of 400 TPD ii. Two projects of 300 TPD iii. Three projects of 200 TPD	We request the following change: "Agency must have Experience in Design, Construction and O&M of C&D Waste Plant or MSW processing plant or Stone crushing Plant with facility of Sand Washer for minimum 3 years during last 10 years....." This will encourage players having long track record to participate in the bidding.	No Change
16.		Site visit. Request for extension.	Site visit may be arranged for the bidders. Site visit needs to be carried out. Further, as per the current schedule the pre bid meeting is on 5 th July 2017 and bid submission on 10 th July 2017. It is requested that at least a minimum period of one month be provided for bid submission post reply to pre bid queries. The bid submission date may be extended suitably.	Site has been visited on 06.07.2017. On the request of bidders the date of bid submission has been postponed as under :- 1. Last Date of Submission of Proposal - 21.07.2017 upto 3.00 PM 2. Opening of Part-I (Response to Eligibility Requirements) - 21.07.2017 at 3.30 PM 3. Opening of Part-II (Technical Proposal) & Part-III (Financial Proposal) – To be decided later on.
17.				


 M. Ex. Eng. (Prof-II)
 West Zone, S.D.M.C.

2. Enzyme Infra Pvt. Ltd.

S/N	Reference	Existing Clause	Revisions/ Suggestions/ Modifications with Justification	Remarks/ Conditions
1	Pg No. 1, Point: 1	E.M.D.	Earnest Money Deposit of Rupees Thirty Five Lakhs is too high, kindly reduce it to Rupees Five Lakhs.	No Change
2	Page No.1,Pt. 2	Technical Capacity Clause	<p>It is mentioned in the clause that the agency should have minimum three years experience during last seven years meeting the following criteria:</p> <ul style="list-style-type: none"> a) One Project of 400 TPD. b) Two projects of 300 TPD. c) Three projects of 200 TPD. <p>In Design, Construction and O&M of C&D waste plant or MSW processing plant or Stone crushing plant with facility of Sand Washer.</p> <p>It is suggested that experience of MSW processing plants should not be considered for this project as this requires a very different technology as compared to the processing of C&D Waste.</p> <p>Also, it is suggested that for companies having experience in the processing of C&D waste, the criteria should be changed to having established and processed C&D waste with a plant capacity of minimum 150 TPD. You are aware that only a handful of C&D processing plants have been set up in the country. In the report, Guidelines on Environment Management of C&D waste March 2017, published by CPCB it is clearly mentioned on page 56 that the</p>	No Change

[Signature]
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Pg No.1,Pt.3	Financial Capacity Clause	<p>country's first plant was set up by ILFS in Delhi with a capacity of 500 TPD and the second plant was set up by Enzyme Infra with a capacity of 150 TPD, other plants are yet to be set up. By fixing the criteria at 400 TPD, you are excluding the only other company, which has experience in this field. The plant capacity of 150 TPD by Enzyme Infra was based on the requirements of the customer i.e. NBCC.</p> <p>In this clause it is mentioned that :</p> <p>a) Average Annual Financial Turnover of the applicant or the collective members of the consortium on similar works should be 12.54 crores during the immediate last three preceding consecutive financial years from the current financial year. Year in which no turnover is shown shall be considered for working out the average.</p> <p>b) The applicant must provide solvency certificate amounting to Rs. 10.03 crores duly certified by scheduled bank.</p> <p>c) The applicant is required to provide statement duly certified by a C.A. of not having incurred any financial loss in more than two years during the immediate last five consecutive financial years.</p> <p>It is submitted that processing of C&D waste is a very new activity in our country and only a handful of plants have been set up so far. Turnover of new companies involved in C&D waste is not that high. The financial turnover is directly dependent on the amount of C&D waste available. It is suggested to</p>	No Change
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			<p>amend the financial criteria as follows:</p> <p>"The applicant/agency shall have a minimum average turnover of Rs. 50 Lac in the last three financial years"</p> <p>Also, the value of Solvency Certificate should be reduced to Rupees One Crore. By keeping the figure as Rs. 10.03 Cr, the cost of getting the solvency certificate from the bank gets unnecessarily high.</p> <p>The criteria related to financial loss in not more than two years in the last five years should be removed. As explained above, new companies involved in the processing of C&D waste would have spent a lot of money in technology development etc and may not have remained profitable due to this being a new technology/business.</p>	
3	Page 3 Para 1	Technology	<p>It is mentioned that the plant shall be compact, fully computerized, having integrated unit with log washer for washing of coarse aggregate and fine aggregate. It is submitted that expressions like compact, fully computerized can be interpreted in different ways and lead to confusion. Such expressions should be avoided. Also specifying equipment or process should be avoided as different technological options may require different equipment. The process and equipment choice should be left to the bidder.</p>	<p>The condition/specification of plant at para 1 of page 3 be read as under :</p> <p>The recycling plant of C&D Waste shall be (i) Fully Computerized (ii) Having Integrated Unit with log washer for washing of Coarse Aggregate & Fine Aggregate. The end products should comply with relevant IS/BS Code. The concessionaire should take the approval of Department before placing the order for installation of proposed plant.</p>

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Pg. No. 8, 1.1	Project Background	<p>In this clause it is mentioned that the successful agency will have to upgrade the C&D Waste processing plant's capacity from 500 T.P.D to 1000 T.P.D in the next five years. It is not mentioned in the RFP, if extra land area will be provided for the same by S.D.M.C. Please Clarify.</p> <p>It is mentioned that the setting up of the C&D waste processing plant should be completed as well as C&D waste receiving and processing both should be done within six months after signing of concession agreement and handing over of land by SDMC whichever is earlier. Following amendments should be done in the R.F.P document:</p> <p>"Time Period for setting up of C&D waste plant, development of site shall be Six months after handover of land by S.D.M.C and getting all clearances from the concerned departments."</p> <p>It is mentioned that the successful applicant will make arrangement for water, electricity, DPCC Clearance, consent to operate etc at his own cost. It is suggested that SDMC should provide water and electricity connection till the main entrance of the site and all other internal plumbing and electrical fittings should be done by the successful applicant. (Pg. No. 9).</p>	<p>5.00 Acre land will be provided at a nominal licence fee of Rs.1.00 per square meter per annum to be charged from Concessionaire w.e.f. date of handing over the possession. No extra land will be provided to the concessionaire.</p> <p>No Change</p>
Page 9 Para 2. and Page 11 para c		<p>It is mentioned that the concessionaire shall ensure that none of the waste is dumped in landfill or other sites. At other places in the document it is mentioned that not more than 10% of the waste will be sent for landfilling. Kindly clarify.</p>	<p>No Change</p> <p>The waste/reject should not be more than 10%. Rejects will be landfilled at SLF, Tajpur Pahari or any new land fill site decided by the department from time to time. The distance between Bakkarwala to Tajpur Pahari is approx. 44 Km. The cost of disposal will be borne by the Concessionaire.</p>

6	Section 1.4 (Pg. No. 10)		<p>It is mentioned that No Processing Fees will be paid to the Concessionaire on the malba of S.D.M.C i.e. processing of SDMC malba will be free of cost. It should be appreciated that financials of a project can be worked out only if there is clarity on the following points:</p> <p>a) Minimum guaranteed quantity of c&d waste that will be provided to the plant by SDMC.</p> <p>b) Maximum quantity of c&d waste that will be provided by SDMC on which it will not pay any processing fee.</p> <p>c) If the minimum guaranteed quantity is not provided, SDMC should pay the processing fee for the balance quantity.</p>	Please refer to the Clause 9.3 at Page No. 34 of RFP Document.
7	Page 11 Section 1.6	Buy back of material	<p>It is mentioned that SDMC will buy back 20% of the products generated from the c&d waste as per design and specification of the department. It is suggested that the design and specifications of the products should be given. The price structure of the same should also be given.</p>	Design, Specification of the final product will be given at the appropriate time. The Planning Department of SDMC as per the circulated rates for buy back of products.
8	Page 13 para e	Setting up a Research and development lab.	Please note that the plant requires a QA/QC lab and not a research lab.	In addition to setting up of QA/QC Lab., a Research and Development lab is also required to be setup.
9	Page 13 para c	Technology.	<p>It is mentioned that the concessionaire shall use Wet Process Technology to minimize nuisance due to excessive dust generated during processing. It is suggested that the choice of technology should be left to the concessionaire. There is no definition of wet technology in literature. The dust control should be as per the Pollution control norms and the concessionaire should ensure that.</p>	Wet process technology or equivalent latest technology to minimize the dust in compliance to Pollution Norms.

Clause
2.1.1,
2.1.5 Pg.
No. 12

Scope of Work

It is mentioned that the successful applicant will be responsible for the Collection and Transportation of C&D waste to the processing facility. It is suggested that the tender should be converted in two separate tenders as below:

- a) **Collection and Transportation of Construction and Demolition Waste.**
- b) **Design, Construction, Operation and Maintenance of Processing and Recycling Facility of Construction and Demolition Waste.**

The reasons for the suggestion are as given below:

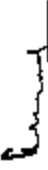
- a) The two operations are very different in nature and require different technical and operational skills. While collection and transportation of C&D waste is a very routine and established activity in our country, processing of C&D waste is a technology based operation and a very new activity in our country.
- b) Hence, Department should be more focused on the best suitable technology for the processing of C&D waste with minimum rejects. The successful applicant will be investing 7-10 crores in setting up of a plant. He will need a minimum assured quantity of the waste so that the project remains financially viable. It is not possible for an entrepreneur to invest such a large amount of money if he has to keep searching and collecting waste material and not sure whether he will get the required quantity of material for processing or not.
- c) It is also important that the technology based

No Change

11	Clause 2.1.9, Pt, (c) Pg 14	Operation & maintenance of C&D Waste processing Facility & Infrastructure	<p>companies remain focused on making new innovations and advancements in the technology related to the processing of C&D waste rather than getting diverted into the collection and transportation of C&D waste.</p> <p>It is mentioned that the successful applicant shall transfer the immovable infrastructure, machineries, equipment and vehicles etc to SDMC (free of cost) in perfect working condition, on the expiry of concession period or termination of contract, whichever is earlier.</p> <p>This Clause should be amended as "The successful applicant should transfer the immovable infrastructure, machineries, equipment and vehicles etc to SDMC on the depreciated value (after calculation of Depreciation Value) in perfect working condition, on the expiry of concession period or termination of contract, whichever is earlier." i.e. the concessionaire will get depreciated value of all the equipment, machinery etc.</p>	No Change
12	Page 14 para b	Vehicle for inspection	<p>This may kindly be deleted.</p>	Deleted
13	Clause Nb. 3.7, Pg. No. 17	General Conditions	<p>It is mentioned that the concessionaire should fulfill the time to time requirement of raw material as well as finished products as per the design and specification of the department i.e. SDMC on priority basis.</p> <p>This Clause can be fulfilled if the SDMC guarantees a minimum quantity of C&D waste on a daily basis or gives adequate notice of the requirements.</p>	Please refer to the Clause 9.3 at Page No. 34 of RFP Document.

Amulya
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 West Zone, S.D.M.C.

14		Guaranteed minimum quantity of C&D Waste	It is nowhere mentioned in the tender documents regarding the minimum guaranteed quantity of C&D waste. SDMC should guarantee a minimum quantity of C&D waste on a quarterly basis or should provide a compensation for the same.	Please refer to the Clause 9.3 at Page No. 34 of RFP Document.
15	Page 18 para h	Event of default.	It is mentioned that SDMC shall be entitled to en-cash the Performance Guarantee if any event of default not being remedied by concessionaire despite a notice from SDMC. Kindly describe events of default for clarity.	For Recovery of penalties and any violation of Terms & Conditions of Agreement, SDMC shall be entitled to en-cash the Performance Guarantee.
16	Page 30 para 6.4.7	Technical Evaluation of the proposal	The technical proposal is supposed to be evaluated by rating of various parameters in the proposal. It is suggested that this evaluation can be very subjective and should be avoided.	No Change


 H. L. Ing. (Proj-II)
 Wast. Engrg., S.D.M.C.

3. Rajinder Aggarwal Kumar Stone Crushing Co.

Sl. No.	Reference Clause	Justification/ Suggested Modifications/ Comments	Remarks
1	2	Technical Capacity- Agency must have experience in Design, Construction and O&M of... "Stone Crushing Plant with facility of Sand Washer " for....	<p>Clause 5.9.1 of RFP and NIT may be read as under :</p> <p>Agency must have Experience in Design, Construction and O&M of C&D Waste Plant or MSW processing plant or Stone crushing Plant for minimum 3 years during last 7 years and the agency should meet one of the following criteria of projects as given below :-</p> <p>i) One project of 400 TPD ii) Two projects of 300 TPD iii) Three projects of 200 TPD</p>
2	2(ii)	Solvency Certificate - The applicant must provide Solvency certificate amounting to Rs.10.03 Crores duly certified by Scheduled Bank.	<p>Processing of C & D waste is similar to Stone Crushing and one of the main end product is Manufactured Sand. Good quality sand can be produced even with Dry Process without requiring Washing. Limiting it to " ..Sand Washer" will reduce competition. Therefore, kindly allow experience of Manufacturing of M Sand with Dry process also.</p> <p>Can the Solvency of the Authorised Person of the Applicant be also included alongwith the Solvency of the Applicant Company ?</p>
3	8	Performance Guarantee -The successful bidder will have to furnish the Performance Guarantee amounting to Rs.125 Lakh.	<p>No Change</p> <p>This amount should be reduced to Rs.50 Lakh as all Plant & Machinery of the concessionaire are lying in the premises itself.</p>
4	2.1.9 (b)	Vehicle for Inspection- The successful applicant shall provide a brand new car of Min.1500 cc... for SDMC officials.	<p>No Change</p> <p>Deleted</p> <p>This requirement should be removed as Satisfaction of a Officer shall be very contentious issue. If we oblige well it may be seen as Bribe and if we do not, it may be lead to undesired harassment hampering the progress of the work.</p>


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5	2.1.9.c.	<p>Transfer of Assets- The successful applicant shall transfer immovable infrastructure, machineries, equipment and vehicles etc. to SDMC (Free of cost)..</p>	<p>We should be allowed to remove all Plant & Machinery at the end / termination of the agreement.</p>	No Change
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 Ex. Eng. (Proj-II)
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4. Garg & Co.

Sl. No.	Reference Clause	Existing Clause	Proposed Clause
1	1.1	Development of site--	As the land is being provided by SDMC, Boundary wall should be constructed by Deptt. Before handing over the plot to the applicant, to avoid any local problems etc. Also, the land is to be handed over back to Deptt after the agreement period.
2	1.4 (d)	All duties, taxes and other levies etc. (as applicable) shall exclusively be borne by the concessionaire and considered in their offer of Transportation fee to be paid by the SDMC...	Kindly confirm the current applicable taxes on this head.
3	1.5	Processing Fee-- For Malba collected by the concessionaire at the plant from other agencies and general public, he will be entitled to charge at the rate of Rs.275/ MT as processing fee in the first year of operation.	We understand that there is another C& D waste processing plant coming up at North Delhi with processing charges of around Rs.200/ MT. To provide fair opportunity to the public and us, we should be allowed to charge the processing fee for such customers between Rs.200/ MT to Rs. 275/MT
4	2.1.1	Collection of Waste-Skip points shall be serviced by using auto lifters, loaders or "Closed Tippers" etc...	"Closed Tippers" should include and mean "Tippers covered with Plastic Sheet"
5	2.1.6 (j)	SDMC shall facilitate all forms of support to the concessionaire for obtaining "Certification/Statutory Clearances" ..	Taking NOC and CTE from Pollution Control Board at times, takes considerable time. The concessionaire shall be allowed 6 months time to establish the facility from the date of obtaining CTE. Also, kindly confirm the status of the Land use of this particular plot been earmarked for setting up this facility.
6	2.1.9 c.	The successful applicant shall transfer immovable infrastructure, machineries, equipment and vehicles etc. to SDMC (Free of cost) in perfect working condition, on the expiry of concession period or termination of contract whichever is earlier.	In case of Termination of Contract, the applicant should be allowed to remove his entire Plant & Machinery. In case of expiry of concession agreement, it can be transferred to SDMC (Free of Cost).
		No Change	No Change
		Taxes will be as per applicable GST.	Taxes will be as per applicable GST.
		The rate of Rs.275/MT as processing fee is a maximum limit. However, the concessionaire is free to charge processing fee at his own discretion.	The rate of Rs.275/MT as processing fee is a maximum limit. However, the concessionaire is free to charge processing fee at his own discretion.
		The concessionaire should follow the direction of Hon'ble NGT and guidelines of C&D Waste rule 2016 for Transportation of C&D Waste.	The concessionaire should follow the direction of Hon'ble NGT and guidelines of C&D Waste rule 2016 for Transportation of C&D Waste.
		No Change. However, at present the land is for the use for setting up of C&D Waste Plant.	No Change. However, at present the land is for the use for setting up of C&D Waste Plant.
		No Change	No Change

Ex. Eng. (Proj-II)
West Zone, S.D.M.C.

5. Hyderabad Integrated MSW Limited

Sl. No.	Reference Clause	Existing Clause	Proposed Modification/Amendment	Reply to Comments
1	Page # 1 Financial Capacity - 1	The Applicant or the collective members of the Consortium must have an average annual financial turnover on similar works of at least Rs. 12.54 crores during the immediate last three preceding consecutive financial years from the current financial year.	We are verge of completing the audit and filing the returns of 2016-2017 balance sheets and it would take other 2 weeks atleast. In view of time available we request you to consider the audited figures of 2015-16, 2014-15 & 2013-14 to consider and evaluate the financial capacity.	Please refer to the clause 5.8 (e) at Page No. 24 & 25 of RFP Document.
2	Page # 2 Point # 7	Bidders will have to deposit Earnest Money of Rs.35.00 Lakh. A sum of Rs. 17.50 lacs will have to be deposited in shape of Demand draft and balance, i.e. Rs. 17.50 lakh can be accepted in form of bank Guarantee issued by a scheduled bank in favour of Commissioner, SDMC payable at Delhi which will be refunded after furnishing the Performance Guarantee.	We request you to consider the entire amount of EMD i.e. Rs 35 Lakhs in form of Bank Guarantee or Fixed Deposit. This is equivalent and well accepted security instrument with all government and municipal organization. Also please clarify in detail the form of EMD to be submitted as there are two indications in the RFP as per clause 4.3 of Page # 18.	As per Point No. 7 at Page No.2 of RFP document
3	Page # 8 Clause 1.1	The concessioner shall increase the capacity of collection & processing of C&D Waste from 500 TPD to 1000 TPD in the next five years. The agency at that time, would setup the plant for processing of the increased quantity.	We request the authority to provide the assured quantity of C&D generated under the limits of respective zone of SDMC as the SDMC will not pay for the Processing and Disposal.	Please refer to the Clause 9.3 at Page No. 34 of RFP Document.
4	Page # 10 Clause 1.4	The Transportation Charges will increase/decrease as per WPI of Machine and POL. Inflation Adjustment i) Authority shall use Yearly WPI (Wholesale price Index of Machinery and POL based on Financial Year issued on every 14th April/other date for adjusting Transportation fee for the respective financial years. First revision shall	The whole sale price index calculation method indicate in the subjective RFP is not as per the standard clause. Emphasis to be made on the following cost factors instead of Machinery etc which is one time capital cost. 1. Wages Component – 35%	No Change

		be applicable after completion of 1 year from recorded date of commencement of the plant.	2. Diesel Component. – 45% 3. Others – 20%	
5	Page # 11 Clause 1.5	<u>Tippling Fee:</u> All Applicants must note that SDMC would not be providing any C&D Waste processing fees/charges for its malba, however, for malba collected by the Concessionaire at the plant from other agencies and general public, he will be entitled to charge at the rate of Rs.275/MT as processing fee in first year of operation.	We request the authority to conduct the survey of the Old Malba / Unclaimed waste available in the notified zones and indicate the approx MT to be processed by operator on a yearly basis, this will help us to understand the financial implication on the project. Also please specify the assured quantities of Total Malba available Zones and provide the assured quantities of C&D as well.	Please refer to the Clause 9.3 at Page No. 34 of RFP Document.
6	Page # 13 Clause 2.1.7(b)	The Concessionaire will be expected to use a combination of (mechanical processes) technologies / systems that includes crushing, screening, and separation in order to maximize C&D Waste processing and ensure not more than 10% goes into the landfill site(s)	Usually in the C&D recycling the Inerts will be more than 25%, we request the authority to make a feasible study on the C&D waste characterization of concern ULB's and provide the real time % (percentage) of the rejects / ultimate residue to the landfill site.	No Change
7	Page # 14 Clause (a)	Office Accommodation / Control Room:	Please provide the area to be constructed for MCD office; also indicate in brief the furniture and computers are required. This will help us to estimate in detail and provide the competitive proposal.	As per requirement at the time of setting up of the Plant.
8	Page # 14 Clause (b)	Vehicle for Inspection:	Generally the vehicle which of 1500 CC engine capacity will have a life of minimum 7 to 10 years. Hence we request the authority to accept to use for 8 years minimum and indicate the approximate usage of KMS of fuel per month to be provided by the operator.	Deleted

9	RFP Section 2.1.9 (a) Page # 12	The concessionaire shall ensure that the complaint in respect of services shall be attended within 24 hours. The control room shall work on all day's i.e. 365 or 366 days of the year; round the clock.	There will be plenty of unclaimed waste exists in the proposed zones and it would be great difficult to lift the waste within 24 hours of complaint. Generally this performance parameter should be confined to the claimed waste / private generators. Hence the performance indicators and it plenty should not be applicable for NDMC Malba / Unclaimed waste for a minimum of 3 years from the concession agreement signing.	The complaint shall be attended within 24 hours for removal of claimed C&D Waste.
10	RFP Section 2.1.13 Page # 15	Penalty Clauses: SL # 1: Delay in Attending the complaint regarding non-removal of Malba beyond 24 hours of its receiving.	Generally it will be great difficult to attain the existing Malba lifting within 24 hours of its receiving. There are plenty (In Lakhs Tonnes) of existing Malba in the proposed zones. So the performance standards and penalty wouldn't applicable on SDMC Malba / Unclaimed Waste until 3 years from the concession agreement signing.	As above
11	RFP Section 2.1.13 Page # 16	Penalty Clauses: SL # 2: C&D waste accumulated to the extent such that it hinders in the normal functioning of the roads.		No Clarification sought
12	RFP Page # 20	Envelope : 2 – "Copy" Envelope C – Part – III Financial Proposal (Copy).	It is necessary to provide the copy of Financial Proposal in the COPY as well. Generally the price proposal / bid should be submitted in original formats only because it carry the confidential and project deciding information.	No Change.
13	Page # 22 Clause # 4.8.6	Applications should be submitted before 28/06/2017 upto 5.00 PM on the Application Due Date, at the correspondence address as detailed in this RFP.	We request the authority to provide the exact date of submitting the bid, because there are two indications in the RFP and also we request the authority to extent the submission date for 2 weeks from date of issuing the clarification from SDMC to the queries raised by the bidder.	On the request of bidders the date of bid submission has been postponed as under :- 1. Last Date of Submission of Proposal - 21.07.2017 upto 3.00 PM

				<p>2. Opening of Part-I (Response to Eligibility Requirements) - 21.07.2017 at 3.30 PM</p> <p>3. Opening of Part-II (Technical Proposal) & Part-III (Financial Proposal) – To be decided later on.</p>
14	RFP Clause # 5.7 Page # 24	Where the Applicant is: (i) a single entity which is an entity incorporated and registered as a company outside India; and/or (ii) a Consortium where any one member is an entity incorporated and registered as a company outside India, it shall be required to form an appropriate Special Purpose Vehicle (the "SPV"), incorporated under the Indian Companies Act 1956 to execute the Concession Agreement and implement the Project..	<p>Generally the SPV provision will be given to the Individual Bidders as well in the BOT Project where ever the transfer of movable and immovable assets taken place after completion of concession agreement.</p> <p>Hence we request the authority to consider and provide the provision of SPV to the individual bidder who is registered in India as well if selected to execute and operate.</p>	<p>An appropriate Special Purpose Vehicle (the "SPV"), incorporated under the Indian Companies Act 1956 is to be formed to execute the Concession Agreement and implement the Project by the successful bidder.</p>
15	RFP Clause # 5.7 Page # 30	Only the applicant scoring greater than or equal to ≥ 70 in the Technical Evaluation would qualify for opening of Part III - Financial Proposal.	<p>We request the authority to provide evaluation and scoring weightage for Technical experience in terms of TPD and for the financial capacity as well. Also after the evaluation procedure, the scoring and results of the bidder should be disclosed to all the bidders.</p>	<p>As per clause 6.4.5, 6.4.6 and 6.4.7 at page 30 of RFP Document.</p>
16	RFP Form - IV Page # 42	Form - IV : Consortium Proposal	<p>This is an incomplete format which is missing the vital points of consortium bidding. We request the NDMC to provide the detail joint bidding agreement for consortium bidding.</p>	<p>The complete format for Form-IV : Consortium Proposal is attached.</p>

			<p>This is a DBOT / PPP Mode project / contract. It would be viable for the both the parties to have a keen understanding on the contractual terms and conditions under this concession agreement. Hence we request the authority to provide the draft concession agreement as part of the tender document to evaluate and consider the cost factors affecting the project costing.</p> <p>Also we request the authority to provide the following contractual clause which is vital in the PPP mode project.</p> <ol style="list-style-type: none"> 1. Events of Defaults and its Procedures (both the parties) 2. Termination Payment. 3. Arbitration procedure. 4. Force Majeure Conditions. 5. Substitution Agreement 6. Interest on delay payments. 	<p>Draft concession agreement is attached for reference.</p>
			<p>This is a BOT Mode project / contract. It would be viable for the both the parties to have a keen understanding on the contractual terms and conditions under this concession agreement. Hence we request the authority to provide the draft concession agreement as part of the tender document to evaluate and consider the cost factors affecting the project costing.</p> <p>We request the authority to have the option to initiate all the disputes by Arbitral Arbitrator, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. This is standard dispute settlement procedure adopted in PPP Projects.</p>	<p>Draft concession agreement is attached for reference.</p>
				<p>Please refer to clause 22 under (Dispute Settlement) in Draft Concession agreement.</p>

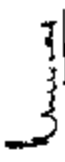
6. Balaji Operations & Maintenance Services Pvt. Ltd.

Bidding Clause		Clarifications/Supplies/ Modifications With Instructions		Bidder's Responses	
1	<p>1.1 The Project also requires Design, Construction, and Maintenance of C&D Processing Facility of capacity of minimum 500 TPD</p> <p>The concessioner shall increase the capacity of collection & processing of C&D Waste from 500 TPD to 1000 TPD in the next five years.</p>	<p>1. It is understood that C&D waste generated and available for processing from SDMC will be of the tune of 500 TPD and shall increase to 1000 TPD in next 5 years.</p> <p>2. What is the upper limit of waste generated from SDMC, in case it is more than the quantity mentioned than what will be the clause?</p> <p>3. it is understood that SDMC shall ensure that C&D waste generated by bulk producers (like DMRC, NBCC, PWD etc.) shall be transported and processed in SDMC Bakkarwala C&D waste recycling plant only.</p>	<p>Please refer to the Clause 9.3 at Page No. 34 of RFP Document.</p>		
2	<p>1.1 The Project also requires Design, Construction, and Maintenance of C&D Processing Facility of capacity of minimum 500 TPD at 5.00 acres of land provided by SDMC at Bakkarwala for West Zone and Najafgarh Zone, for a period of 25 Years</p>	<p>It is understood that:</p> <ol style="list-style-type: none"> Exact location of 5 acres land not clear? Access to land should be provided by SDMC Security from any local agitation to be provided by SDMC. Any issue regarding land shall be in scope of SDMC. 	<ol style="list-style-type: none"> The land is adjoining STP, in Slum Resettlement Area of DDA at Bakkarwala The land is located on the main road. Matter of Law and Order At present there is no issue regarding land, the land is in the possession of SDMC. <p>The land in reference was shown to the prospective bidders on 06.07.2017</p>		

[Signature]
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3	1.1	The successful applicant will make all arrangement for water, electricity, DPCC clearance consent to operate etc. at his own cost, however, SDMC will provide necessary assistance if required.	In case of any delay for arrangement of water, electricity, DPCC clearance for the reasons beyond the control of concessionaire, time period of 6 months for setting up of the plant shall be extended accordingly.	No Change
4	2.1.1	Collection of waste: The Successful Applicant will be required to provide containers/bins [in any number] compatible for mechanical lifting and disposal of waste into a tipper truck at various source(s) and dumping site(s) within the entire concession area of two Zones. The number of containers and the specific location(s) [skip points] will be decided by the Successful.	<ol style="list-style-type: none"> 1. It is requested that number of bins/designated points for collection of C&D waste to be provided for fair assessment of transportation cost. 2. Generally, servicing of bins by use of auto lifters or closed tippers is practised in collection of MSW waste. 3. For C&D waste, dump zones/ designated areas are earmarked from where by use of mechanical loaders/ICB and tipper/dumpers covered with dust sheets are used. 4. In case MSW waste is also dumped by public in C&D bins and same to be segregated by Concessionaire than firstly residual waste may increase by 10% secondly, segregation cost of MSW & C&D waste will increase. Solution for same should be provided. 	No Change
5	2.1.3	Quite often small quantities of waste are disposed of in narrow lanes, which cannot be removed by sending out the usual transport vehicles. Loading rickshaws or traditional carts may be used for manual removal of such waste.	<p>Would this mean that Concessionaire have to collect the C&D waste from house to house in narrow lanes or it has</p> <p>Collect only from designated/skip points decided mutually with SDMC or need to collect waste from house to house?</p> <p>In such case no one shall try to dispose off waste to the designated C&D bins instead shall dump nearby streets/lanes. Even MOUD & MOEF guidelines also says that small quantity C&D waste to be dumped by households/small industry to nearby</p>	No Change

			designated points for efficiency in waste management system.	
6	2.1.9	The Concessionaire shall dispose of maximum 10% of the rejects/ultimate residue to the landfill site. The concessionaire will be responsible for disposal of the rest of the components of the rejected material	Where will be the landfill sites or its probable distance?	The landfill site will be at SLF Tajpur Pahari or any new landfill site decided by the department from time to time. The distance between Bakkarwala and Tajpur Pahari is approx. 44 KM.
7	5.8 (i)	Demonstrate its intent, in forming a special purpose vehicle (SPV) for execution of the Project. The now formed SPV would enter into Concession Agreement with SDMC and subsequently carryout all the responsibilities of the Successful Applicant	In clause no. 5.7 it is written SPV is required by any foreign company in the consortium. Pl. clarify whether SPC formation required by the consortium of two Indian companies or when any one member is foreign company?	No Change
8	5.9.2 (a)	The Applicant or the collective members of the Consortium must have an average annual financial turnover on similar works of at least Rs.12.54 Crores during the immediate last three preceding consecutive financial years from the current financial year.	Under similar works construction turnover or percentage of it should be considered as aggregate, bricks & sand area part of any construction. Also in major construction works aggregate and sand production plant are installed.	Certificate issued by CA is to be submitted to prove the financial turnover on similar works.
9	RFP Point No. 1	Earnest Money: Rs. 35 lakhs	In case of consortium, EMD to be given by Lead member alone or EMD to be in ratio of equity partnership in consortium.	EMD will be given by the lead member only.


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 West Zone, S.D.M.C.

10	5.9.2 (b)	The Applicant must provide solvency certificate amounting to Rs. 10.03 crores duly certified by scheduled bank.	In case of JV/Consortium Solvency certificate required by Lead member or sum of solvency of all the members would be considered.	Collective Solvency of consortium member/members can be considered.
11	Annexure-11	Technical Proposal: The information provided shall include site layout Plan clearly indicating area for operations, weighbridge/s, access roads, parking area, utilities and office buildings and basis for their siting and area allocation.	Exact location of land and layout of land not provided in tender due to which site layout plan developed shall not be site specific.	Site has been visited on 06.07.2017.


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 West Zone, S.D.M.C.

7. Essel Infra

S.No	Reference Clause	Justification	Remarks
1	The bid due date is 10 th July 2017	You are requested to extend the bid due date by Four weeks after receiving clarification of pre bid queries.	On the request of bidders the date of bid submission has been postponed as under :- 1. Last Date of Submission of Proposal - 21.07.2017 upto 3.00 PM 2. Opening of Part-I (Response to Eligibility Requirements) - 21.07.2017 at 3.30 PM. 3. Opening of Part-II (Technical Proposal) & Part-III (Financial Proposal) - To be decided later on.
2.	Concession agreement is not available.	Please provide the concession agreement before submission of bid to understand the clauses of Concession agreement.	Draft concession agreement is attached.
3.	RFP 1.1 The Concessioner shall increase the capacity of Collection & processing of C&D waste from 500 TPD to 1000 TPD in the next five years. The agency at that time would setup the plant for processing of the increased quantity.	The concessioner shall increase the capacity of collection & processing of C&D waste from 500 TPD to 1000 TPD in the next five years. The agency at that time, would setup the plant for processing of the increased quantity. Proportionately additional land would be provided.	5.00 Acre land will be provided at a nominal licence fee of Rs.1.00 per square meter per annum to be charged from Concessionaire w.e.f. date of handing over the possession. No extra land will be provided to the concessionaire.

[Signature]
 Ex. Engr. B. Prasad
 West Zone, S.D.M.C.

ACCIT

AGREEMENT
BETWEEN
SOUTH DELHI MUNICIPAL CORPORATION
&

FOR

**Collection, Transportation, Processing and Disposal of Construction & Demolition [C&D] Waste at
Bakkarwala for West Zone and Najafgarh Zone under SDMC**

This Agreement is entered into this the _____ day of _____, 20__ between

SOUTH Delhi **Municipal Corporation**, a statutory authority constituted under the Delhi Municipal Corporation (Amendment) Act 2011, having office of the Executive Engineer (PROJECT-II) WZ, UNDER DABRI FLYOVER (IN BETWEEN PIER NO. 3 TO 5), NEW DELHI-110058, acting through the Commissioner (hereinafter referred to as "SDMC", which expression shall include its successors and assigns) of the ONE PART, and

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

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

WHEREAS

- A. Area under the jurisdiction of South Delhi Municipal Corporation is divided in to four Zones namely West Zone, Najafgarh Zone, South Zone & Central Zone.
- B. SDMC is responsible for collection of C&D Waste dumped at various locations (roadsides, designated waste collection sites, etc). Hence, SDMC is desirous to streamline and regularize the entire system in relation to the collection, transport and disposal of the C & D Waste;
- C. SDMC intends to implement the project of "Collection, Transportation, Processing and Disposal of Construction & Demolition [C&D] Waste at Bakkarwala for West Zone and Najafgarh Zone under SDMC. The Project also requires Design, Construction, Operation and Maintenance of C&D Processing Facility of capacity minimum 500 TPD at 5 acres of land provided by SDMC at Bakkarwala, Delhi, for a period of 25 years (the "Concession Period").

----- now entering into this agreement with SDMC, shall be authorized to collect, transport, processing and disposal of C & D Waste for West Zone & Najafgarh Zone in Delhi in accordance with the terms and conditions specified therein.

IT IS THEREFORE AGREED AS FOLLOWS

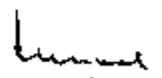
1. DEFINITION AND INTERPRETATION

1.1. Definitions

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

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

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


f. Ex. E-1
West Zone, S.D.M.C.

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

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

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

"CTD Services" means the services of:

- (i) Providing containers and skips at various points within the Designated Areas as agreed to by mutual consent,
- (ii) Collection and transportation of the C & D Waste from Designated Collection Points in a phase manner on mutual agreement between both parties,
- (iii) Installation of a stationery crushing unit at the Project Site having capacity of minimum 500 TPD.
- (iv) Processing of the C & D Waste at the Project Site,
- (v) The operation and maintenance of the C & D Waste Processing Facilities and filling at the designated site for enabling the processing and disposable of C & D Waste.
- (vi) Disposal of the C & D Waste, and
- (vii) Reclamation of the Project Site by filling up, and leveling the land, which would be provided by the Concessionaire in accordance with the terms and conditions of this Agreement.

"Collection Area" means there as from where the C& D Waste can be collected in Delhi falling under the jurisdiction of West Zone & Najafgarh Zone of SDMC.

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


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West Zone, S.D.M.C.

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

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

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

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

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

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

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

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

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged


for Ex. Eng. (I)
West Zone, S.D.M.C.

in the implementation, operation and maintenance or supervision or monitoring of services similar to the CTD Services.

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

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

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

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


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

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

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

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

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


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

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

"Term" means the time period commencing from the date of commissioning of the plant by the concessionaire and extending till the expiry of Twenty Five (25) years from the Effective Date or in the event this Agreement is terminated earlier in accordance with the provisions of this Agreement, the Term shall come to an end on the Termination Date.

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

"Termination Notice" means the termination notice given pursuant to Clause 18.1

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

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

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

1.2 Interpretation

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

2. THE PROJECT

2.1. Appointment of the Concessionaire

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

- (a) To develop, finance, design, operate, manage and maintain the Project site and the C&D waste processing facilities at the project site and to start operations within six months from the date


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of handing over of land by the SDMC and the same shall be exclusive of concession period of 15 years. Any reasonable delay beyond 6 months like delay in receipt of clearances from the statutory bodies will be considered.

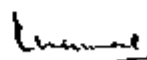
- (b) To collect and Transport the C&D waste from the various designated dumping sites of West Zone & Najafgarh Zone.
- (c) To develop, establish, operate, maintain and manage containers or skips at various Designated collection Points.
- (d) To obtain required N.O.C from the authorities with the assistance of SDMC.
- (e) To install stationary crushing and processing unit as a part of the C&D waste Processing Facilities at the Project Site of Sufficient capacity of minimum 500 TPD.
- (f) To process the collected C&D waste and dispose the recycled product and residues generated from the Processing of C&D waste at Project Site.
- (g) To undertake repair and maintenance of the C&D waste processing Facilities and any other related ancillary during the Term.
- (h) To handover the plant & Fixed machinery in working condition after completion of concession period of 25 year clearing of all debts from all banks/financial institutions.

2.2. Rights Associated with the Grant of the Concession

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

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

- (i) Detailed planning and designing of the project
- (ii) Financing of the project
- (iii) Collection and transportation of the C&D waste
- (iv) Processing and disposal of the C&D waste and to sell the recycled product in the market to Private party or any Government Department.
- (v) Installing a stationary crushing and processing unit on the project site of capacity of minimum 500 TPD.
- (vi) Operation, management and maintenance of C&D Waste Processing Facilities, which including establishing a stationary crushing and processing facility to process and handle minimum of 500 TPD of the C&D waste.
- (vii) Developing and establishing associated infrastructure with the C&D waste Processing Facility at the project site such as site office, reception, toilet, computer room, weighbridge (duly certified by Govt of NCT Delhi) and storage facility ("Associated Facilities").


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(vii) Keeping computerized record i/c transfer of record on mail/internet to department on daily basis,

(ix) To charge, collect and retain transport fee & processing fee for providing CTD services in accordance with the terms and conditions of this Agreement.

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

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

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

2.3 Term of Concession

The Parties hereby agree that the Concession shall be in full force and effect for the entire Term i.e. 25 years from the date of commissioning of C&D waste processing plant, in accordance with the provisions of this Agreement.

2.4 Pre-Conditions

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

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


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2.4.1 Project Site to be made available by SDMC

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

2.5 Approvals and Public Notices

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

3. HANDING OVER THE PROJECT SITE TO THE CONCESSIONAIRE

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

4. FINANCING OF THE PROJECT

- 4.1. The Concessionaire shall, at its own cost, risk and expense, arrange the necessary funding (debt, equity and other sources of funding) required in order to ensure the due implementation of the Project.
- 4.2. The Concessionaire shall without fail submit to all Lenders providing funding for implementation of the Project, a copy of this Agreement and specifically inform the Lenders about this provision.
- 4.3. Provided, however, the Lenders do not get any rights, title or interest over the Project Site, at any given point of time during the Term.
- 4.4. Provided further this right of financing given to the Concessionaire for the purpose of the implementation of the Project does not relieve the Concessionaire of any of its obligations under the Agreement.

5. SCOPE OF SERVICES TO BE PROVIDED BY THE CONCESSIONAIRE

5.1. The scope of the CTD Services to be provided by the Concessionaire includes, (i) providing containers and skips at various points within the Designated Areas as agreed to by mutual consent; (ii) collection and transportation of the C & D Waste from Designated Collection Points as mutually agreed; (iii) installation of CCTV cameras at Project site. (iv) installation of a stationary crushing unit at the Project Site; (v) processing of the C & D Waste at the Project Site; (vi) the operation and maintenance of the C & D Waste Processing Facilities for enabling the processing and disposal of C & D Waste and (vii) reclamation of the Project Site by filling, compaction and leveling as per industry norms. The Parties agree that the exact services provided as part of the CTD Services will be determined by the Concessionaire from time depending on the viability of and demand for such services comprising the CTD Services.

Provided, however, the scope of the CTD Services provided shall, in addition to the criteria specified in this agreement, include all such supervision, reporting, review, repair, maintenance and management, materials, equipment, personnel and all other items, equipment and services necessary to provide an efficient and effective CTD Services in accordance with terms of this Agreement and Applicable Law.

5.2 Collection

5.2.1 Scheduled Collection and On Demand Collection

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

5.2.2 Placement of Containers and Skips within the Designated Area

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

5.2.3 Standards of Care and Diligence during Collection

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

5.3 Transportation and Delivery of C & D Waste

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

5.4 Establishment, Operation and Maintenance of the Transport Vehicles

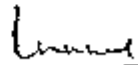
For the purpose of implementation of the Project the Concessionaire shall establish, operate and maintain an optimum number of Transport Vehicles (MV Act) in accordance with the then prevailing demand and requirements for the CTD Services within the Designated Area.

5.5 Transportation to the Project Site

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

SDMC shall always have the right to direct that the C & D Waste collected by the Concessionaire be disposed at any alternate disposal site as it may designate in accordance with the provisions of this Agreement

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


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- 5.6.1 The Concessionaire shall operate, manage and maintain the Project Site in accordance with the provisions of this Agreement and applicable laws and establish, operate and maintain suitable C & D Waste Processing Facilities and Associated Facilities.
- 5.6.2 Processing of the C & D Waste comprises of (i) crushing, and (ii) grading. The material produced after crushing may be used for the reclamation of the low, lying land area at the Project Site. The crushed material can also be graded wherein the size of the aggregate can be controlled. The graded material can be marketed by the Concessionaire.
- 5.6.3 As a long term objective SDMC is desirous that the Concessionaire explores the marketing potential for the use of the crushed C & D Waste.

In this context, The Concessionaire is hereby vested with the right to segregate, process and recycle C & D Waste and to explore the potential further market, sell, dispose, segregate and dispose the surplus C & D Waste obtained there from as provided by this Agreement.

5.7 Dumping

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

6. OWNERSHIP

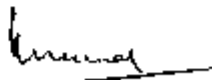
The ownership rights including the risk in and the care and custody of any all part of the CTD Services, Project Facilities and material and equipment (including the Transport Vehicles) shall vest with the Concessionaire throughout the Term.

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

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

7. EXCLUDED ITEMS

The Concessionaire shall not intentionally collect, pick up or transport any municipal solid waste other than the C & D Waste as specified by the SDMC within the scope of services under this agreement, the Concessionaire shall notify to the appropriate authority and SDMC immediately for any attempt by


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any person including a User or Waste generator to use the CTD Services for disposal of waste other than C & D Waste.

8. TRANSPORT AND PROCESSING FEE

8.1 Basic Rate

(a) The Concessionaire and SDMC hereby agree that the transportation/cartage fee for Collecting & Transporting of C&D waste from designated dumping sites of West Zone & Najafgarh Zone to the plant will be paid if cartage is done from dumping ground to plant by the concessionaire, at the rate of Rs.275.00 per Tonne. No processing charges shall be charged on the Malba of SDMC, i.e. processing of SDMC malba shall be free of cost.

(b) No processing fee will be charged by the Concessionaire from SDMC for the C&D waste collected at plant from the designated dumping sites of West Zone & Najafgarh Zone or dumping directly to plant by the various department of SDMC.

(c) The rate specified in sub-clause (a) and (b) above will be subject to change in accordance with clause 8.2 below.

8.2 Modification of basic Rate of Transportation and Processing fee

(a) The Concessionaire and SDMC hereby agree that after one year of commencement of operations of the CTD Services, the Collection and Transportation fee and processing fee specified in clause 8.1(a) and (b) above shall be escalated as per WPI. For every subsequent year henceforth, the revised rate will be further increased/decreased as per WPI.

9. ADDITIONAL OBLIGATIONS OF THE CONCESSIONAIRE

9.1 Concessionaire's Office and Personnel

(a) The Concessionaire shall maintain an office within the Designated Area with local telephone service and such staff as are needed to take care of complaints, requests for on demand collection services, coordination of scheduled collections and other requirement of operating a functioning office in charge of providing the CTD Services, Toilet and Computer Room. The Concessionaire shall construct an air conditioned office room of sufficient size, duly furnished with furniture, computer and printer etc.; having sitting arrangements for SDMC Engineer(s), Independent Consultant and his/her personnel in the premises.

(b) The Concessionaire shall ensure that its office is open and the staff is present to respond to any emergency call for CTD Services during 24 hours of the day.


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(c) The following shall be the holidays for the purpose of this Agreement for the Concessionaire:-

- (1) Republic day
- (2) Independence Day
- (3) Gandhi Jyanti .

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

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

9.2 Compliance with Applicable Laws

The Concessionaire shall provide the CTD Service and conduct operations under this Agreement in compliance with **Construction and Demolition Waste Management Rules 2016** and all applicable laws, including without limitation, byc-laws, guidelines, rules and regulations made by SDMC, the state Government and Government of India.

9.3 Grievances

All complaints about CTD Services shall be made directly to the Concessionaire and shall be given prompt and courteous attention. In the case of alleged missed schedule Collection, the Concessionaire shall investigate and, if such allegations are confirmed, shall arrange for the collection of the refuse not collected within 24 (twenty four) working hours after the complaint is received.

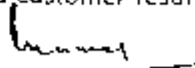
9.4 Availability

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

9.5 Disruptions of the CTD Service

9.5.1 Disruptions due to Force Majeure

(a) When any force majeure Event prevents a collection and processing on a particular day, the Concessionaire shall make collection & processing on the next day. If such conditions continue for an entire week, or more, the Concessionaire shall, on the day the regular service to a customer resumes,


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start collecting & processing the materials that were amassed for collection during the interval when collections were missed, and clear the backlog at the earliest.

(b) Upon the occurrence of a force majeure Event, the obligations of the concessionaire, the performance of which are directly interfered with by such force Majeure Event shall stand suspended till such time as the force majeure Event subsides.

9.5.2 Duty to Notify any Disruption of CTD Services

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

9.6 Provide Access to SDMC Officials

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

10. RIGHT OF SDMC TO PERFORM DURING EMERGENCY

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

(b) The Concessionaire agrees that in such event it will fully cooperate with SDMC and its third party contractor to affect such a transfer of operations in as smooth and efficient a fashion as is practicable.


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12. SUB-CONTRACTS

12.1 The Concessionaire can sub-contract a part of the CTD Services to a third party with prior permission from SDMC.

12.2 The Concessionaire shall ensure that the right of SDMC and the requirements of this Agreement are effectively reflected in any subcontract that the Concessionaire may enter into.

12.3 The Concessionaire shall be solely and ultimately responsible for all work, acts defaults and breaches of duty of any sub-contractor or its employees or agents as fully as if they were the work, acts defaults or breaches of duty of the Concessionaire.

13. PERFORMANCE GUARANTEE

In order to ensure that the Concessionaire performs all of its obligations and liabilities contained in, and in accordance with this Agreement, the Concessionaire shall have to furnish the Performance Guarantee of Rs.1,25,00,000/ (Rs. One crore Twenty Five Lacs only) in the form of Bank Guarantee in favour of Commissioner, SDMC within twenty days of issue of L.O.A. to them. The Bank Guarantee of Rs. 1,25,00,000/ submitted as Performance Guarantee shall be kept valid for entire Concession Period and 90 days after the expiry of the Concession Agreement, by its renewal every year.

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

14. INDEMNITY

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

15. INSURANCE

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

16. MUTUAL REPRESENTATION AND WARRANTIES OF PARTIES

Each Party here to represents and warrants that:-

- (a) It has full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated herein;
- (b) It has taken all necessary action to authorize the execution, delivery and performance of this Agreements;


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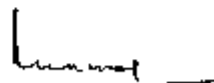
- (c) This Agreement constitutes its legal valid and binding obligation, enforceable against it in accordance with the terms hereof and thereof;
- (d) It is subject to Indian law with respect to this Agreement;
- (e) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation; and
- (f) Agrees that its representations shall stand true and valid for the term and it shall have an obligation to disclose to the other party as and when any of its representations ceases to be true and valid

18. TERMINATION

18.1 Termination

(a) A material failure or refusal of the Concessionaire to comply with the obligations and duties imposed on the Concessionaire pursuant to this Agreement shall constitute a material Breach of this Agreement on the part of the Concessionaire. In the event of any material breach of any of the terms of this Agreement by Concessionaire as described in this section, SDMC and the Concessionaire shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach, SDMC shall have the right to Terminate this Agreement, if

- (i) SDMC shall have given prior written notice to the Concessionaire specifying that a particular default or defaults exist which will, unless corrected, constitute a Material Breach of this Agreement on the part of the Concessionaire ("Termination Notice"), and
 - (ii) The Concessionaire has not corrected such default or has not taken reasonable steps to commence to correct the same within three(3) days from the date of the notice given pursuant to clause 18.1(a)(i) above or thereafter does not diligently continue to take reasonable steps to correct such default; and
- (b) SDMC may terminate this Agreement by issue of notice and personal hearing if the Concessionaire (i) becomes insolvent or bankrupt or ceasing to pay in debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or making an arrangement with or for the creditors or consenting to or acquiring in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) becomes a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Concessionaire under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days, or (iii) takes any action approving of, consenting to, or acquiring in, any such proceeding, or (iv) becomes a party to the levy of any distress, execution or attachment upon the property of the Concessionaire which shall substantially interfere with the Concessionaire's performance hereunder;
- (c) Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be constructed as approval of a course of conduct;


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

19 RENEGOTIATION DUE TO CHANGE IN LAW

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

- (i) Adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Authority of any Applicable Law by any Government Authority; or

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

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

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

20. TRANSFER AND HAND BACK OF PROJECT SITE

The Concessionaire shall transfer immovable infrastructure, fixed plant & Machineries etc. to SDMC (free of cost) in perfect working condition, at the time of expiry of concession period of 25 year or termination of contract, whichever is earlier

21. LIMITED LIABILITY OF THE CONCESSIONAIRE

- 21.1 Notwithstanding anything to the contrary stated in this Agreement, no review, comment or approval by SDMC or any authority or officer on behalf of SDMC of the documents prepared and submitted by the Concessionaire nor any observation or inspection of the construction, operation or maintenance of the Project not the failure to review, approve, comment, observe or inspect hereunder shall relive or absolve the Concessionaire from its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits; and the SDMC or any government authority or the advisors, nominees or representatives of the SDMC shall not be liable to the Concessionaire or any third party by reason of any review, comment, approval, observation or inspection referred herein or failure to review, comment, approve, observe or inspect.
- 21.2 SDMC agrees that the Concessionaire shall not have any liability (monetary or otherwise) in the event of any breach it commits, other than the obligation to transfer the project Site to SDMC free of encumbrances and forfeiture of amount of performance guarantee available with SDMC.

22. DISPUTE SETTLEMENT

In the event of any dispute arising between the Parties in relation to or under this Agreement, the same shall be settled by arbitration conducted by a single arbitrator

approved by the Commissioner and in the event the single arbitrator cannot be agreed to within a period of fifteen (15) days from the issuance of a notice for arbitration then the dispute shall be settled by an arbitral arbitrator, one to be appointed by each party and the third arbitrator being appointed by the two arbitrators so appointed. The decision of the arbitration tribunal shall be final and binding. The venue for the arbitration shall be Delhi. The arbitration will be governed by the provisions of the relevant applicable Act. The cost of the arbitration tribunal shall be equally borne by both the parties. Each Party shall bear its own cost of the arbitration provided however, the parties can claim costs as part of the relief sought from the arbitration tribunal.

23. MISCELLANEOUS PROVISIONS

23.1 Governing Laws and Jurisdiction

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

23.2 Assignment

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

23.3 Severability

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

23.4 Modification Waiver

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

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

23.5 Notices

Any notice, demand, communication, or request required or permitted hereunder shall be in writing, except where otherwise herein designated by telephone, and delivered in


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person or sent certified, return receipt requested mail or reliable courier of national repute or by machine- confirmed facsimile followed by mailed copy, addressed setforth below:

If to SDMC at:

Office of the Executive Engineer (Project-II) West Zone, Under Dabri Flyover (from Span No. 3 to 5), Janakpuri, New Delhi-110058.

If to the Concessionaire at :

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

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

23.6 Counterparts

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

23.7 Binding Effect

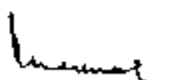
This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, legal representatives, heirs and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement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

23.8 Remedies

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

23.9 Awareness Programme

Two percent of monthly tipping fees; receivable/payable to the Successful Applicant by SDMC shall go to Escrow Account and this fund shall be utilized by the Successful Applicant for organizing and conducting public awareness programs [at least once in every fortnight, in each zone]. The Successful Applicant shall engage a firm of international repute [may be of Indian origin] for implementing the awareness program. The SDMC Engineer will supervise this activity during the entire concession period. In case of any failure in the public awareness programme the fund of 2% of monthly tipping fees kept in Escrow Account will be transferred to SDMC.


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23.10 Part of this Agreement

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

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

SIGNED, SEALED AND DELIVERED BY SOUTH DELHI MUNICIPAL CORPORATION

(Signature):

(For Commissioner of SDMC)

Duly authorized by the South Delhi Municipal Corporation

Name :

Witness

(Signature) :

Name :

FOR [-----]

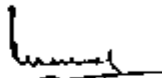
(Name of Director)

(Duly authorized by the resolution the Board of Directors at its meeting held on.....)

(Signature) :

Witness

Name :


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FORM-IV : CONSORTIUM PROPOSAL

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

This **Memorandum of Understanding** (MOU) entered into this day of 2014 at

Among

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

And

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

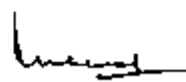
The parties are individually referred to as **Party** and collectively as **Parties**.

WHEREAS, South Delhi Municipal Corporation ("SDMC") has invited proposals from qualified Applicants for **Collection, Transportation and Processing of Construction & Demolition (C&D) waste generated within its jurisdiction for West Zone**.

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

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

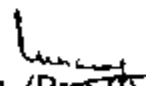
And Whereas, the Consortium being one of the Applicants is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP Document) and other connected documents in respect of the Project, and


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

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

1. That M/s _____ who is the Lead Members of the Consortium commits to hold a minimum equity stake equal to [as per the provisions of the Bid document] of the aggregate shareholding of the Consortium at all times during the Concession Period. /or That the Parties will form a Special Purpose Vehicle (SPV) with the shareholding commitments expressly stated. The Said SPV shall not undertake any other business during the Concession Period.
2. That any dilution in the equity holding by the Parties in the consortium shall be as per the provisions of the Concession Agreement. /or That the equity shareholding of the Parties in the issued and paid up capital of the SPV shall not be less than as specified under the Bid documents.
3. That the shareholding commitments shall be recorded in the Concession Agreement and no changes shall be allowed thereof, except in accordance with the provisions of the Concession Agreement and the Request for Proposal.
4. We, M/s. _____, and M/s. _____ (the names and address of the registered offices), do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with SDMC, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with SDMC.


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

Dated thisDay of2014.

For _____

(Name & Title)

For _____

(Name & Title)

For _____

(Name & Title)

Witnesses:

1.

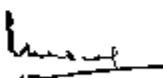
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(Executants)

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

Notes:

- (a) The mode of execution of the MOU 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.
- (b) Also wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- (c) For a MOU executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.


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