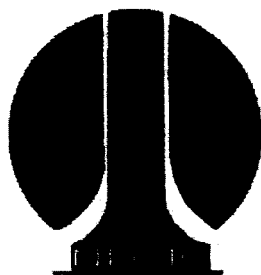


**PPP PROJECT FOR  
Three Mini Waste to Energy Plant in NDMC Area**

**GLOBAL  
REQUEST FOR PROPOSAL  
DOCUMENT**

**2014**



नई दिल्ली नगरपालिका परिषद्

**New Delhi Municipal Council  
Palika Kendra, Parliament Street  
New Delhi – 110001**

*[Handwritten signature]*

## **DISCLAIMER**

This request for proposal (RFP) contains brief information about the Project, Qualification Requirements and the Selection process for the successful applicant. The purpose of this RFP documents is to provide applicants with information to assist the formulation of their bid application (the 'application').

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of New Delhi Municipal Council (NDMC) is provided to Applicant(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for NDMC, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Applicants may have a better knowledge of the proposed Project than others. Each Applicant should conduct its own investigations and analysis and should check the Accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. NDMC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy; reliability or completeness of the RFP document and information provided hereunder is only to the best of the knowledge of NDMC.

Intimation of discrepancies in the RFP, if any, should be given to the office of the NDMC immediately by the Applicants. If NDMC receives no written communication, it shall be deemed that the Applicants are satisfied that the RFP document is complete in all respects.

This RFP document is not an agreement and is not an offer or invitation by NDMC to any other party. The terms on which the Project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein. NDMC reserves the right to accept or reject any or all applications without giving any reasons thereof. NDMC will not entertain any claim for expenses in relation to the preparation of RFP submissions.

## 1.0 PROJECT BACKGROUND

### THE PROPOSAL

NDMC is the municipal body of the capital city i.e New Delhi, which houses the important Union Court buildings, the 1<sup>st</sup> business District of Delhi, diplomatic enclave, residences of important dignitaries besides private colonies.

NDMC comprises of total area of 42.74 sq. Kms and has total population of 2,49,998 (as per the population census,2011), the territory is also described as Lutyens Delhi and consists of important buildings like Rashtrapati Bhawan, North Block , South Block, Supreme Court , Parliament House etc.

This municipal body i.e NDMC in order to reduce waste and for waste disposal , cut pollution and ease traffic congestion through the same , has decided to setup a mini waste to energy plants at three places under the NDMC area.

In general 250 metric tonnes of solid municipal waste is generated under the NDMC area. Being a green city around 40% of the waste constituted for horticulture waste. And it should be noted that the calorific value of MSW in India is significantly lower than the other countries within the region due to the decreased presence of plastics, Styrofoam and rubber and the higher concentration of moisture, dirt and rocks all of which are inert and lower the overall heating value of the waste stream.

NDMC is proposed to setup three compact plants which can handle at least 70 metric tones of daily waste generated by each unit. The following are the expectations from the bidder:

1. Area available for each plant - 1000 Sq Mtr
2. Municipal Waste to be digested - 70 tonnes/day  
in each plan
3. By Products - non toxic captured ash  
- Water vapor, granular  
fixed carbon & Co2
4. Electricity - Localized power which  
be grid-fed to NDMC's  
grid after signing a  
PPA with NDMC



## **1.1 Grant of Concession**

Subject to and in accordance with the terms and conditions set out in this agreement, NDMC hereby irrevocably grants to Concessionaire and the concessionaire hereby accepts exclusive right and authority, during the term, to develop, establish, finance, design, construct, operate and maintain the plant at the site and in addition to the other rights granted under this agreement:

1. To exclusively hold, possess, control the site, in accordance with the terms of the concession for the purpose of the due implementation of this project in accordance with the terms of this agreement.
2. To receive at the receipt point, during each day of the term, MSW from NDMC mainly and primarily from the NDMC supply area. The cost of transportation and delivery till the receipt point shall be borne by NDMC.
3. To refuse to accept any MSW that is in excess of the NDMC MSW quantity.
4. To inspect the MSW delivered by NDMC and identify rejected waste and refuse to accept the rejected waste.
5. To store, use, appropriate, market and sell or dispose all the products/by-products obtained after the processing and treatment of the MSW (including but not limited to electricity, methane, RDF, compost and residual inert waste).
6. To construct, operate and maintain a pipeline system from the sewage treatment plant to the plant to enable concessionaire to receive residual treated water from Delhi Jal Board and to store it at the site and use it in the plant for such purpose as it may deem fit.
7. To receive and store sludge at the site and use it in the plant for such purpose as it may deem fit.
8. To receive for the purposes of processing at the plant, MSW from MCD or any person.
9. To receive all the fiscal incentives and benefits accruing in respect of or on account of the project.

**1.2 Rights Associated with the Grant of Concession**

Without prejudice to the generality of foregoing and other provisions of this Agreement, the Concession hereby granted to CONCESSIONAIRE shall include and shall entitle CONCESSIONAIRE, without requiring any further authorization or authority from NDMC, to enjoy, the following rights, privileges and benefits in accordance with the provisions of this Agreement and Applicable Laws:

- (a) To design, engineer,, finance, procure, construct, install, commission, operate and maintain each of the project Facilities either itself or through such person as may be selected by it;
- (b) Upon commissioning of a project Facility, to manage, operate and maintain the same either itself or through such person as may be selected by it;
- (c) To borrow or raise money or funding required for the due implementation of the project and mortgage, charge or create lien or encumbrance on the whole or part of the project Facilities, provided however, the creation of mortgage, charge, lien or encumbrance on the lands constituting the Site will be dependant on the terms and conditions on which the said lands have been granted by the Delhi Development Authority to NDMC;
- (d) To obtain the utilities required for enabling the construction of the project Facilities, on payment of applicable charges for the utilities.

**1.3 Sale and Marketing of products from processing MSW**

- (a) NDMC hereby confirms that CONCESSIONAIRE shall be free to sell or otherwise dispose of any products derived or produced from the plant as a consequence of undertaking the processing of the MSW and Sewage including electricity of RDF or fluff or gas or Sludge or Residual Treated Water or any other products or by-products, other material recovered or produced from MSW and the Sewage at the plant, by providing timely information to NDMC. CONCESSIONAIRE shall have the right to sell or otherwise dispose such products, at such price and to such persons and using such marketing and selling arrangements as it may deem appropriate.
- (b) Without prejudice to the provisions of sub-clauses (a) and (b) of this Clause 2.5, the parties hereby agree that CONCESSIONAIRE shall allocate up to 20MT of compost per month for sale to NDMC's Horticulture department and further that such compost shall be sold at a discount of 50% (fifty percent) from the generally applicable sale price for compost, as determined by CONCESSIONAIRE, prevailing at that point of time.



#### **1.4 Compensation in case of failure to deliver Minimum MSW Quantity**

NDMC hereby agrees that the delivery by NDMC every day of the NDMC MSW Quantity is critical for ensuring the due implementation of the project. NDMC hereby agrees that in consideration of CONCESSIONAIRE implementing the project, it hereby assures and undertakes take it shall deliver, on every day after the COD, MSW equivalent to atleast the NDMC MSW Quantity at the Receipt Point, in accordance with the Delivery Schedule, and in the event it is not able to deliver the NDMC MSW Quantity for a period of six consecutive days, it shall pay CONCESSIONAIRE for each day of such failure after the six day period, as a pre-agreed reasonable compensation, an amount ("Daily MSW Deficiency Amount.") that is the lower of:

- (a) In the event Supplementary Fuel is used to enable the due operation of the power plant, then the Daily MSW Deficiency Amount shall be the aggregate of the cost incurred by CONCESSIONAIRE in:
  - (i) Obtaining the Supplementary Fuel at the Site and
  - (ii) Any cost incurred by CONCESSIONAIRE in ensuring the operation of the power plant on the Supplementary Fuel so obtained.

This amount shall be notified by CONCESSIONAIRE to NDMC together with a certification of the same by the auditor of CONCESSIONAIRE.

#### **1.5 SUPPLY OF RESIDUAL TREATED WATER & SEWAGE**

- (a) Interconnection of Sewage Treatment Plant and Sewerage System of NDMC

NDMC hereby agrees and authorizes CONCESSIONAIRE to construct, operate and maintain a pipeline system between the plant and the Sewage Treatment Plant of the Delhi Jal Board, for enabling the supply of the Residual Treated Water from the Sewage Treatment plant to the Plant at TOWMCT's own cost.

- (b) Use of Sludge at Site by CONCESSIONAIRE

NDMC hereby agrees and authorizes CONCESSIONAIRE to procure Sludge and use it in the waste treatment processes at the plant and for that purpose NDMC hereby further agrees and authorizes CONCESSIONAIRE to store Sludge at the Site, at such place as may be determined by CONCESSIONAIRE at CONCESSIONAIRE's own cost.

#### **1.6 Compliance With Applicable Laws and Environment Laws**

CONCESSIONAIRE shall construct, operate and maintain the plant (and each of the Project Facilities) in accordance with Applicable Laws, including but not limited to all the applicable laws relating to protection and safeguard of the environment and the laws for preventing and monitoring pollution of environment, and obtain and maintain the Applicable Approvals required for the same.

**1.7 Repair and Maintenance Work of the Plant**

CONCESSIONAIRE shall have the right to suspend receiving and processing of MSW, if required, for undertaking maintenance or repair of any of the Project Facilities. CONCESSIONAIRE shall provide NDMC of one (1) week advance notice of any repair and maintenance work of any of the Project Facilities that will result in the suspension of the operations of the Plant or a reduction in the capacity of the Plant to process the MSW being supplied by NDMC.

The Parties hereby agree that, except for shut down due to Force Majeure, the maximum number of days that the Plant will be permitted to be shut down for repair and maintenance work in a calendar year, without attracting default provisions shall be limited to an aggregate of forty five (30) days.

**1.8 Processing of MSW**

In the event the Plant has not been able to accept MSW equivalent to the Minimum Guaranteed Quantity, CONCESSIONAIRE shall pay NDMC, as due compensation for such default, an amount that shall be the higher of:

- (i) Any Tipping Fee that the NDMC had to bear in order to dispose of the Unaccepted Quantity, or
- (ii) An amount of Rupees One Hundred (Rs 100/-) per ton of Unaccepted Quantity. This amount of Rs. 100 per ton shall be increased at the rate of 5% per annum from the Date of Commissioning of Plant.

For the purposes of this Clause:

"Unaccepted Quantity" means the difference of actual MSW Quantity supplied by NDMC during the week (subject to maximum of Minimum Guaranteed Quantity) and the actual quantity accepted by the Plant in the relevant week.

"Tipping Fee" means any fees or charges payable by NDMC to any person including MCD, to dispose off its Municipal Waste/Rejected Waste/Residual Inert Matter at the Landfill Site of the concerned Person.

**1.9 Compliance to Environmental Laws**

CONCESSIONAIRE undertakes to establish a fully equipped laboratory to monitor the quality of water, air, soil and impact of the Project on the project on the same, and would among other staff, employ a Chemist/Bio-Chemist with post-Graduate in Analytical Chemistry, Environment Chemistry, Bio-Chemistry/Bio-Science/Bio-Technology/Soil Science.

**1.10 ADDITIONAL OBLIGATIONS OF NDMC**

Without prejudice and in addition to the other obligations of NDMC specified in this Agreement, NDMC shall have the following additional obligations to enable the due implementation of the project by TOWMC:



### Disposal of Waste during Plant Shutdown

It is hereby agreed that such quantity of MSW that cannot be accepted by CONCESSIONAIRE for processing in the Plant because of shut down of the Plant in accordance with Clause 12.8 for repair and maintenance or upon the occurrence of Force Majeure Event, shall be disposed by NDMC, at its own cost, directly at the Landfill Site or at such other location or in such other manner as may be deemed appropriate by NDMC.

### **1.11 NDMC Assistance in Enabling Financing**

NDMC hereby agrees that it shall enter into such agreements on mutually acceptable terms and conditions as may be reasonably required by the Lenders in order to enable the financing of the Project. NDMC acknowledges that under the Financing Documents the Lenders may, in certain events, take over the Plant for management or for sale or provide for transfer of the Plant to another person. NDMC hereby agrees to enter into, subject to the approval of the Government of the National Capital Territory of Delhi and Government of India (as applicable), any direct agreement with the Lenders, as may be required by the Lenders to enable financing of the Project. NDMC agrees, for the purposes of the Financing Documents, to intimate to the Lenders by such notice as required under the Financing Documents:

- (a) Of the happening or likely happening of an Event of Default on the part of NDMC or CONCESSIONAIRE;
- (b) Of the termination of this Agreement by NDMC or by CONCESSIONAIRE;
- (c) Of the occurrence, continuance and cessation of any force majeure cause;
- (d) Of any other breach or default on the part of CONCESSIONAIRE under this Agreement,

It is hereby clarified that no financial obligations will be undertaken by NDMC or be sought to be imposed on NDMC in providing assistance under this Clause.

### **1.12 COVENANT OF NON-INTERFERENCE**

#### Non Interference By NDMC

- (a) NDMC covenants with CONCESSIONAIRE that NDMC or any of its officers, employees or workmen shall not, at any time, during the Term of this Agreement interfere with or obstruct in the functioning, running and the overall management of the project and in any matter in relation to or connected therewith, subject to the provisions of this Agreement.
- (b) NDMC shall have no right, title or interest to the technology that would be used by CONCESSIONAIRE in the development, operation and maintenance of the project Facilities. NDMC agrees that any technology that may be employed by CONCESSIONAIRE in the development, operation and maintenance of the Project



Facilities would be proprietary technology obtained under specific license and NDMC hereby undertakes that it shall not violate or cause a breach of the license arrangements of CONCESSIONAIRE for appropriate technology.

Site Visits by NDMC

NDMC shall have the right to send its duly authorized representatives to visit the Site, during normal working hours after providing at least one hour notice, provided however, the representatives of NDMC shall not interfere with or prevent CONCESSIONAIRE officials from discharging their functions and further the NDMC representatives shall not cause the suspension of the operations of the Plant and will abide by the safety and other regulations (including but not limited to regulations limiting movement of personnel) put in place by CONCESSIONAIRE at the Site.

**1.13 Termination due to Event of Default**

(a) Termination for CONCESSIONAIRE Event of Default

- (i) Without prejudice to any other right or remedy which NDMC may have in respect thereof under this Agreement and subject to the existing rights of the Lenders (including the rights under Clause), upon the occurrence of a CONCESSIONAIRE Event of Default, NDMC shall be entitled to terminate this Agreement in the manner as set out under Clause and Clause.
- (ii) If NDMC decides to terminate this Agreement pursuant to preceding Sub-Clause, it shall in the first instance issue Preliminary Notice to CONCESSIONAIRE. Within thirty days of receipt of the Preliminary Notice, CONCESSIONAIRE shall submit to NDMC in sufficient detail, the manner in which it proposes to cure the underlying Event of Default ("CONCESSIONAIRE's Proposal to Rectify"). In case of non-submission of CONCESSIONAIRE's PROPOSAL OF Rectify within the said period of 30 days. NDMC shall be entitled to terminate this Agreement by issuing Termination Notice, if subsisting.
- (iii) If the CONCESSIONAIRE's proposal to Rectify is submitted within the period stipulate therefore, CONCESSIONAIRE shall have further period of 30 days to remedy / cure the underlying Event of Default. If, however CONCESSIONAIRE fails to remedy/ cure the underlying Event of Default within such further period allowed NDMC shall be entitled to terminate this Agreement, subject always to the provisions of Clause 18, by issue of Termination Notice, if subsisting.

(b) Termination for NDMC Event of Default

- (i) Without prejudice to any other right or remedy which CONCESSIONAIRE may have in respect thereof under this Agreement and subject to the rights of the Lenders, upon the occurrence of NDMC Event of Default,

CONCESSIONAIRE shall be entitled to terminate this Agreement by issuing Termination Notice.

- (ii) If CONCESSIONAIRE decides to terminate this Agreement pursuant to preceding Sub-Clause (i) it shall in the first instance issue Preliminary Notice to NDMC. Within 30 days of receipt of Preliminary Notice. NDMC shall forward to CONCESSIONAIRE its proposal to remedy / cure the underlying Event of Default (the "NDMC proposal to Rectify"). In case of non-submission of NDMC Proposal to Rectify within the period stipulated therefore, CONCESSIONAIRE shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) If NDMC Proposal to Rectify is forwarded to the CONCESSIONAIRE within the period stipulated thereof, NDMC shall have further period of 30 days to remedy / cure the underlying Event of Default within such further period allowed, the CONCESSIONAIRE shall be entitled to terminate this Agreement by issuing Termination Notice.

(c) Termination Notice

If a party having become entitled to do so decides to terminate this Agreement pursuant to the preceding Sub-Clause (a) or (b), it shall issue Termination Notice setting out:

- (i) In sufficient detail the underlying Event of Default;
- (ii) The Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;
- (iii) The estimated termination payment including the details of computation thereof; and
- (iv) Any other relevant information.

The parties hereby agree that any Termination Notice shall also be sent to all Lenders by registered post/courier and a public notice of default of the CONCESSIONAIRE/NDMC in leading daily newspaper (of both English and the prevalent local language) of the city.

(d) Obligation of Parties upon receipt of Termination Notice

Following issue of Termination Notice by either Party, the Parties shall, subject to the provision of the Financing Documents and the rights of the Lenders provided therein, promptly take all such steps as may be necessary or required to ensure that:

- (i) Until Termination the parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities.

- (ii) The Termination Payment, if any, Payable by NDMC in accordance with the following sub-clause (f) if paid to CONCESSIONAIRE on the Termination Date and
  - (iii) The Project Facilities are handed back to NDMC by TOWAMCL on the Termination Date free from any Encumbrance along with any payment that may be due by CONCESSIONAIRE to NDMC.
- (e) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreements, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs / consequences occasioned by the Event of Default which caused the issue of Termination Notice.

(f) Termination Payments

1. Upon Termination of this Agreement on account of NDMC Event of Default, CONCESSIONAIRE shall be entitled to the following termination payments:

- (a) If the Termination occurs prior to the COD, then NDMC shall pay CONCESSIONAIRE Termination Payment equivalent to the aggregate Development Costs incurred by CONCESSIONAIRE and
- (b) If the Termination occurs after COD, then NDMC shall pay CONCESSIONAIRE as Termination Payment, a sum equal to:

The total Debt Due, plus

150% (One Hundred Fifty percent) of the Equity subscribed in cash and actually spent on the Project if such Termination occurs at any time during three years commencing from the COD and for each successive years thereafter, such amount shall be adjusted every year to fully reflect the changes in WPI during such year and the adjusted amount so arrived at shall be reduced by 7.5%(seven and half percent) per annum.

2. Upon Termination of this Agreement on account of CONCESSIONAIRE Event of Default NDMC shall not be liable to pay any termination payment to CONCESSIONAIRE, but shall be liable to ensure that the Lenders are duly notified of the Preliminary Termination Notice and the Termination Notice and are involved in the resolution of the their rights pursuant to the Financing Documents and Clause 18 below. In the event of an issuance of a Preliminary

Termination Notice on account of CONCESSIONAIRE Event of Default is not cured and the Lenders fail to exercise or enforce or commence proceedings for the exercise or enforcement of their rights (including security rights and Step-in Rights) pursuant to the relevant Financing Documents, NDMC shall have the right to Terminate this Agreement and take over the project Facilities without having the obligation to obligated to transfer the Project Facilities together with the Encumbrances created in favour of the Lenders under the Financing Agreements, in accordance with the provisions of Clause 18 and 19 below provided however, this shall not prejudice any right to receive payment from NDMC that may have accrued to CONCESSIONAIRE Event of Default and in case Lenders do not exercise their right to Substitute and decide to enforce security and encumbrances as per provision of Clause 19, the proceeds from the sale of Project Facilities shall be first used to cover Lenders dues. Any amount remaining after satisfying Lenders dues shall be equally distributed to MCD and NDMC, as compensation from CONCESSIONAIRE.

**1.14 Rights of NDMC on Termination**

Subject to the provisions of Clause 18, upon Termination of this Agreement and after CONCESSIONAIRE has received all the payments due from NDMC under this Agreement, NDMC shall have the power and authority to:

- (i) Enter upon and take possession and control of the project Facilities.
- (ii) Prohibit CONCESSIONAIRE and any person claiming through or under CONCESSIONAIRE from entering upon/ dealing with the project Facilities.

**1.15 Accrued Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, any termination of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

**1.16 Scope of work of the concessionaire:-**

1. Installation & Commissioning for the plant within 250 days of signing of concession agreement.
2. Installation of all emission & odour control measures as per guidelines of DPCC & other population control norms within 250 days.
3. Installation of electrical devices for grid feed to nearest electric substation.

NDMC within sign a PPA with the concessionaire on DERC defined rates of such energy for 25 years after successful commissioning of the project. Minimum promises electrical energy per day in MWs to NDMC grid will be the sole parameter for deciding the bid if the bidder is found otherwise qualified.

Tender documents will be available online w.e.f. 19.6.2012 on website [www.ndmc.gov.in](http://www.ndmc.gov.in)

Last date & time for placing the tender will be in the tender box placed at Room No.7008, Palika Kendra, Parliament Street, New Delhi will be 3:00 PM on 04.07.2014 (IST)

The RFP Document will be available on sale from the following address on submission of a written application for the same and upon on payment of a price of Rs. 5000/- (Five Thousand) by way of a Demand Draft/Pay Order drawn in favour of Secretary, New Delhi Municipal Council payable at New Delhi. The cost of this RFP document shall be non-refundable. The Bid document can also be downloaded from the official website of the NDMC (i.e. [www.ndmc.gov.in](http://www.ndmc.gov.in)). In case the document is downloaded the cost of bid document has to be submitted by the bidder to NDMC along with the submission of the bid.

The tender schedule is given below:

Sl.	Activity	Date and Time (IST)	Venue
i	Sale of the RFP Document	From 19.06.2014 to 04.07.2014 between 15:00 hrs to 17:00 hrs on all working days	O/o Director (Projects), Room No.: 7008, 7th Floor, Palika Kendra, New Delhi Municipal Council, New Delhi - 110001
ii	Receipt of Queries	Upto 1700 hrs on 25.06.2014	
iii	Date of submission of completed Tender Application Form	On 04.07.2014 from 1000 hrs upto 15:00 hrs followed by opening of technical bids at 15:30 hrs	

All prospective tenderers may note that all future communication w.r.t this tender including addendum / corrigendum etc, if any, will be placed on our website [www.ndmc.gov.in](http://www.ndmc.gov.in)

All correspondence with respect to this tender, clearly marked "Reference: Mini Waste to Energy Plant in NDMC Area" may be addressed to:

**O/o Director (Projects), NDMC,  
Room No.: 7008, 7th Floor,  
Palika Kendra,  
Sansad Marg,  
New Delhi - 110001  
Tel: +91(11) 41501383  
E-mail:- [director.it@ndmcmil.gov.in](mailto:director.it@ndmcmil.gov.in)**



## **2.0 TECHNICAL QUALIFICATION AND GENERAL TERMS & CONDITIONS**

### **2.1 GENERAL INSTRUCTIONS**

- 2.1.1 The bidder must provide all the information requested for in the RFP Document. NDMC reserves the right to reject any offer that does not contain all the information requested thereof.
- 2.1.2 NDMC shall not entertain any post submission date communication from the applicant with respect to the bids. However after the submission of the RFP Document and other supporting documents/data by the applicant, NDMC reserves the right to call for additional information/ clarifications from successful bidders. The bidders should furnish such requirements within such time as may be permitted by NDMC.
- 2.1.3 A draft of the agreement proposed to be entered into by NDMC with the successful bidder for the licensing agreement in the land parcel is attached along with this RFP Document which is duly required to be executed by the applicant in case the tender is awarded to him/her.
- 2.1.4 The bidder as a token of acceptance of all conditions, shall be required to sign with stamp on every page of the RFP Document including the Tender Document, License Agreement, addendum/query (if any), other enclosures provided herewith as an annexure and any other submissions by the bidder.

### **2.2 TERMS AND CONDITIONS OF THE OFFER**

- 2.2.1 This document constitutes no form of commitment on the part of NDMC, whether in respect of the bidding process or otherwise. Furthermore, this RFP document confers neither the right nor the expectation on any applicant to participate in the bidding process.
- 2.2.2 NDMC reserves the right to reject any or all of the applicants including the highest bidder, if it considers necessary to do so, and or to withdraw from the bidding process or any part of the bidding process or to vary any of the terms at any time without giving any reason. Nothing contained herein shall confer right upon a bidder or any obligation upon NDMC.
- 2.2.3 Nothing in this RFP Document or in any communication issued by NDMC or any of their advisers or officers or employees shall be taken as constituting an agreement, offer, acceptance, warranty, covenant, confirmation or representation to the recipient of this document or any other party.

### **2.3 EVALUATION OF BIDS**

The evaluation of the bids will be completed in two stages.

- Stage 1 – Technical Qualification and short listing
- Stage 2 – Financial evaluation of Bids.

The entire tendering process has been explained elaborately in Section 3 of this document.

2.3.1 The successful bidder shall be issued Letter of Acceptance (LoA) by NDMC. After unconditional acceptance of the LoA in writing, the Bidder shall enter into license Agreement (draft enclosed in the bid document) with NDMC and carry out the responsibilities as detailed out elsewhere in this RFP document. In case, the successful tenderer, backs out or retracts his/her/their offer or submit post tender opening submission or submit conditions prior to accepting LoA.

## 2.4 TECHNICAL QUALIFICATION CONDITIONS

2.4.1 The bidder can be a reputed firm, National/Multinational, Proprietor, partnership firm, registered co-operative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956, whether resident in India or outside or a foreign company. A non Indian bidder can also participate either on its own or in a consortium with an Indian bidder as per the rules and regulations set by Government of India.

2.4.2 The bidder should be legally competent to enter into contract as per prevailing laws.

2.4.3 Only those bidders meeting both the following capability criteria will be "Technically Qualified" for the project.

### (i) Technical Capability

(b) The firm should have atleast 1 similar project, operational in India or abroad.

(c) The tenderer shall have to furnish an affidavit on Non Judicial Stamp paper of Rs 200/- duly attested by a Notary Public indicating that he/she has not been debarred /blacklisted by NDMC or Any other civic body of GoI or State Govt. or PSU or by any other Government or organization abroad.

### (ii) Financial Capability

Annual average Turnover of Rs 10 crore (per year) only in last three years from, as per audited annual report and balance sheet statements and certified by the Statutory Auditor.

## 2.5 EXPLANATIONS FOR THE PURPOSE OF TECHNICAL QUALIFICATION

2.5.1 The outlets for which experience is claimed by the bidder must be completed and operational at the time of submission of this tender.

2.5.2 Net Worth will be calculated as follows:

a. In case of a Company, Net worth = (Paid up Share Capital) + (Reserves and surpluses) - (Revaluation Reserves) - (Intangible Assets, Miscellaneous expenditure to the extent not written off, Accumulated Losses).

b. Any other asset/liability appearing in the Balance sheet and contingent liabilities affecting the Networth shall be computed by NDMC to compute the net worth.

c. In case of a Partnership firm, the contribution by each partner taken together in

the capital of the firm shall be considered as Net Worth of the Partnership Firm

- d. If an Individual Investor or Partnership Firm or Group / Associated Companies are proposing to invest in the project company, then such investors shall be approved to the satisfaction of NDMC / Government of India.
  - e. Individual Net worth statement certified by a Chartered Accountant and in the case of companies by the statutory auditor shall be required at an appropriate stage for the purpose of calculating the net-worth of investors for the project company to demonstrate their financial capabilities.
- 2.5.3 The Bidder must submit Audited Annual Reports (Balance Sheet and Profit & Loss Account with Schedules) of the last 3 (three) years. In case of a Consortium, the audited annual reports of each relevant member of the consortium for last three years shall be submitted.
- 2.5.4 The bidder shall also provide the following details to demonstrate its ability to raise debt
- a. Confirmed Lines of Credit from Banks or FIs for the last three financial years.
  - b. Debt raised for projects or its own operations in the past three financial years. (Loan sanction documents from the Banks / FIs to be enclosed)



### 3.0 TENDERING PROCEDURE AND SCHEDULE

#### 3.1 CLARIFICATIONS

##### 3.1.1 Queries and their Response

- (i) Queries in writing may be sent to NDMC and the same should reach O/o Director (Projects), NDMC as per schedule mentioned in Clause 1.1. However, response to queries /addendums will be uploaded on NDMC website. All the bidders are requested to be in touch with NDMC website
- (ii) Clarifications may be circulated to all the intending tenderers and shall form part of RFP Document. NDMC may, if it prefers, issue a fresh RFP and relevant enclosures incorporating the amendments.

##### 3.1.2 Information Requirements

- (i) If any information about the subject site is required by the prospective tenderers prior to the date of bid submission, the same can be obtained from:  
**O/o Director (Projects), NDMC,  
Room No.: 7008, 7th Floor,  
Palika Kendra, Sansad Marg,  
New Delhi - 110001  
Tel: +91(11) 41501383  
E-mail:- [director.it@ndmcmail.gov.in](mailto:director.it@ndmcmail.gov.in) or [director.project@ndmcmail.gov.in](mailto:director.project@ndmcmail.gov.in)**
- (ii) NDMC reserves the right to not offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.
- (iii) No extension of any deadline will be granted on the basis or grounds that NDMC have not responded to any question or not provided any clarification.

#### 3.2 AMENDMENT OF RFP

- 3.2.1 At any time prior to the Proposal Due Date, NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of Addenda. These will be uploaded on NDMC website. All the bidders are requested to be in touch with NDMC website
- 3.2.2 All prospective tenderers may note that all future communication w.r.t this tender including addendum/corrigendum etc ,if any, will be placed on our website [www.ndmc.gov.in](http://www.ndmc.gov.in)
- 3.2.2 In order to give the Bidders reasonable time, in which to take an Addendum into account, or for any other reason, NDMC may, at its discretion, extend the Proposal Due Date. Bidders are advised to keep in touch with NDMC website for latest updates regarding the tender.

### **3.3 PREPARATION AND SUBMISSION OF PROPOSAL**

- 3.3.1 Completed proposals shall be accepted up to 1200 hrs. only, on date of RFP submission (Clause 1.1) at the office of Director (Projects), NDMC, Room no.: 7008, 7<sup>th</sup> Floor, Palika Kendra, Sansad Marg, New Delhi-110001.
- 3.3.2 NDMC, at its sole discretion, retains the right, but is not obligated to extend the RFP Submission Date, by issuing an Addendum to those parties who have purchased the tender document from the office of NDMC and by also placing the same in the official web site of NDMC.
- 3.3.3 Bidders shall furnish the information strictly as per the formats given in Annexures of this document, without any ambiguity. NDMC shall not be held responsible if the failure of any bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- 3.3.4 In case of a Consortium, wherever required, the Proposal must contain such information individually for each member of the Consortium.
- 3.3.5 In case of a Consortium, the members shall submit a Memorandum of Agreement (MoA) conveying their intent to jointly bid for the project, and in case the license contract is awarded to them, will subsequently carry out all its responsibilities as the 'Concessionaire'. The MoA shall also include the nomination of the Lead Member in the Consortium and clearly outline the proposed shareholding and responsibilities of each member at each stage. Format for this MoA is enclosed as Annexure ~~7~~.
- 3.3.6 All proposals/bids/offers shall be numbered, signed & stamped on Each Page by the duly 'Authorised Signatory' of the Bidder. In case of a Consortium, the proposal shall be signed by the duly Authorised Signatory of the Lead Member. Bidders shall submit a supporting Power of Attorney, authorizing the Signatory of the Proposal to commit the Bidder and agreeing to ratify all acts, deeds and things lawfully done by the said attorney. In case of a Consortium, such Power of Attorney shall be signed by all members of the Consortium and shall be legally binding on all of them.
- 3.3.7 The Proposal shall be initialed on each page by the Authorized Signatory. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by him.
- 3.3.8 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Proposal documents shall be dated.
- 3.3.9 Bidders are required to submit only one set of the Proposal, including the Original RFP issued to them.

- 3.3.10 Any firm, which submits or participates in more than one Proposal for the said project shall be disqualified and shall also cause the disqualification of all the Consortia in which it is a Member.

### **3.4 LANGUAGE AND CURRENCY**

- 3.4.1 The Proposal and all related correspondence and documents shall be written in English language.
- 3.4.2 If any supporting documents attached to the bid is in any other language, the same will be supported by an English translation and in case of any ambiguity the translation shall prevail.
- 3.4.3 The currency for the purpose of the proposal shall be the Indian National Rupee.

### **3.5 BIDDER'S RESPONSIBILITY**

- 3.5.1 It would be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:
- (i) The requirements and other information set forth in this RFP document.
  - (ii) The various aspects of the Project including, but not limited to the following:
    - (a) The Project Site, its technical requirements, existing facilities and structures, etc in the vicinity of the Project Site;
    - (b) All other matters that might affect the Bidder's performance under the terms of this RFP, including all risks, costs, liabilities and contingencies associated with the project.
- 3.5.2 Site Visit
- (i) The bidders prior to submitting their tender for the project, are expected to visit and examine the project site and the site surroundings at his/her own expenses, and ascertain on their own responsibility information, technical data, traffic data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
  - (ii) It shall be assumed that all these factors were accounted for by the bidder while quoting his/her bid. The bidder shall be deemed to have full knowledge of the site whether he/she inspects it or not.
- 3.5.3 NDMC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP document will be rejected.

### **3.6 SEALING AND MARKING OF PROPOSALS**

3.6.1 The Proposals shall be sealed, marked and submitted as explained below.

(i) The Qualification documents shall be sealed in a separate envelope (**Envelope No. 1**), duly marked as “**TECHNICAL QUALIFICATION**” and shall contain the following :

- (a) Letter of Application and Interest (As per Annexure 1)
- (b) General Information of the Bidder (As per Annexure 2)
- (c) Summary of Technical Capability (As per Annexure 3)
- (d) Summary of Financial Capability (As per Annexure 4)
- (e) Memorandum of Agreement (MoA) in case of a Consortium (As per Annexure 7)
- (f) Power of Attorney for Signing of Application (As per Annexure 8)
- (g) Affidavit (As per Annexure 6)
- (h) Original RFP Document duly signed (on each page) by an authorized representative as a token of acceptance.

(ii) The Bidder shall seal the Proposal (As per Annexure 5) in a separate third envelope (**Envelope No. 2**), duly marked as “**PROPOSAL**”.

(iv) All the above 3 envelopes shall be enclosed in an outer cover/ envelope marked as “RFP for Mini waste to energy plant in NDMC Area”.

(v) The Outer envelope shall be addressed to:

Director (Projects), NDMC,  
Room no.: 7008, 7<sup>th</sup> Floor,  
Palika Kendra, Sansad Marg,  
New Delhi-110001.

3.6.2 If the envelope is not sealed and marked as instructed above, NDMC assumes no responsibility for the misplacement or premature opening of the Proposal submitted. In this case, the prematurely opened proposals will be rejected and duly returned.

3.6.3 Any Proposal received by NDMC after 15:00 hrs (IST) on the Due Date will be liable for rejection.

### **3.7 MODIFICATION AND WITHDRAWAL OF PROPOSALS.**

3.7.1 No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

### 3.8 OPENING OF BIDS

- 3.8.1 The Technical bids received shall be opened by a Committee duly constituted by NDMC in the presence of the bidders or their nominees, who choose to attend, at 1530 hrs on due date, unless intimated otherwise. **The date for opening of PROPOSAL (i.e Annexure 5) shall be intimated in advance to the technically qualified bidders**
- 3.8.2 NDMC reserves the right to reject any Proposal, if:
- (i) It is not signed, sealed and marked as stipulated in Clause 3.6
  - (ii) The information and documents have not been submitted as requested and in the formats specified in the RFP.
  - (iii) There are inconsistencies between the Proposal and the supporting documents.
  - (iv) There are **conditions** proposed with the Technical Proposals.
  - (v) It provides the information with material deviations, which may affect the scope or performance of the Project.
- 3.8.3 A material deviation or reservation is one:
- (i) Which affects in any substantial way, the scope, quality, or performance of the Project,  
Or
  - (ii) Which limits in any substantial way, inconsistent with the RFP document, NDMC's rights or the Bidder's obligations,  
Or
  - (iii) Which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.
- 3.8.4 No request for modification or withdrawal shall be entertained by NDMC in respect of such Proposals as detailed in clause 3.8.2 above.

### 3.9 EVALUATION OF PROPOSALS

The evaluation will be done as explained below.

- 3.9.1 The bids in Envelope 2 of the bidders shall be opened on the intimated date & time by NDMC in presence of the bidders/or their nominees. Bidders shall be ranked H1, H2, H3, etc. in decreasing order of their offers i.e. electrical energy per day in MWs to NDMC grid. The selection will be on the basis of the highest MWs produced to NDMC grid.
- 3.9.2 Even if only a single bid is received (and technically qualified) or a single bid amongst several is technically qualified, NDMC retains the right to open its Proposal (i.e. Annexure 5) and award the project.
- 3.9.3 NDMC would have the right to review the Proposals and seek clarifications where necessary after giving due notice. The response from the Bidder(s) shall only be in

writing but no change in the substance of the Proposal would be permitted. It is clarified that bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.

- 3.9.4 NDMC reserves the right to reject any tender if it is of the opinion that the bidder lacks the expertise, experience and is not in possession of requisite infrastructure required for the purpose of the project. The discretion of Director (Project), NDMC in this respect shall be final and binding on all bidders.

### **3.10 CONFIDENTIALITY**

- 3.10.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. NDMC will treat all information submitted as part of all proposals in confidence and will insist that all who have access to such material treat it in confidence. NDMC will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

### **3.11 ACCEPTANCE OF THE OFFER**

- 3.11.1 NDMC shall issue Letter of Acceptance (LoA) to the selected bidder for the project.
- 3.11.2 The selected bidder is required to send his unconditional acceptance of LoA within seven (7) days from the date of its issue.
- 3.11.3 NDMC shall retain the right to withdraw the LoA in the event of the selected developer's failure to accept the LoA within the limit specified in the above clause.

### **3.12 EXECUTION OF LICENSE AGREEMENT**

- 3.12.1 The successful bidder is required to sign the License Agreement within 30 days of issue of the LoA by NDMC. But prior to signing of the Agreement, the Bidder must satisfy the following conditions:
- (i) The Bidder has submitted the requisite interest free security deposit i.e. 10% of the total cost of the Project to NDMC.
  - (ii) The Bidder has submitted certified true copies of all resolutions adopted by its/their Board of Directors authorizing it/them for execution, delivery and performance of this Agreement to NDMC before the signing of this License Agreement.
  - (iii) The cost of stamp duty for execution of License Agreement, registration charges and any other related Legal Documentation charges and incidental charges will be borne by the successful bidder.
  - (iv) In case of failure to sign the License Agreement within the stipulated time, NDMC shall retain the right to cancel the Award.

LETTER OF APPLICATION & INTEREST  
(To be submitted and signed by the Bidder's authorized signatory)

To

Director (Projects), NDMC,  
Room No.: 7008, 7th Floor,  
Palika Kendra,  
Sansad Marg,  
New Delhi - 110001

Sub: Mini Waste to Energy Plant in NDMC Area

Sir,

1. Being duly authorized to represent and act for and on behalf of .....  
(Herein the applicant), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for "Mini waste to energy plant in NDMC area" according to the terms & conditions of the offer made by NDMC
2. Our Technical Bid & Proposal (i.e. Annexure 5) as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Earnest Money Deposit is enclosed in the Envelope 1 marked "Earnest Money Deposit".
4. NDMC and its authorized representatives are hereby authorized to conduct any inquiries /investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. NDMC and its authorized representatives may contact the following persons for any further information:

Name of the person (s): .....

Address:

.....  
.....  
.....

Phone: .....; Fax: .....



6. This application is made with full understanding that:
  - (a) Bids will be subject to verification of all information submitted at the time of tendering.
  - (b) NDMC reserves the right to reject or accept any bid, cancel the bidding process and / or reject all bids.
  - (c) NDMC shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
7. We, the undersigned declare the statements made, and the information provided in the duly completed application forms enclosed, are complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related Information as required for the tender. We have also visited the project site for the assessment and have made our own due diligence and assessment regarding the project.
9. We agree to keep our offer valid for one hundred eighty (180) days from the date of bid opening of Proposal thereof and not to make any modifications in its terms and conditions, which are not acceptable to the NDMC. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of bids submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by NDMC.

Authorised signatory  
Name and seal of Bidder

Date :  
Place :

*Enclosures:*

- (i) Power of Attorney for Signing of Application (Format given in Annexure 8) / Board Resolution in favour of the Authorized Signatory
- (ii) Memorandum of Agreement (MoA) in case of a Consortium
- (iii) Relevant Submissions as per the given Formats



**GENERAL INFORMATION OF THE BIDDER**

1. (a) Name :  
(b) Country of Incorporation :  
(c) Address of the corporate headquarters and its branch office(s), if any, in India. :
  
2. Details of individual(s) who will serve as the point of contact / communication for NDMC within the Company:  
(a) Name :  
(b) Designation :  
(c) Company :  
(d) Address :  
(e) Telephone Number :  
(f) Fax Number :  
(g) E-Mail Address :
  
3. In case of Consortium:  
(a) The information above (1 & 2) should be provided for all the members of the consortium.  
(b) Information regarding the role of each member should be provided:

Sl.	Consortium Member Name	Equity Stake (%) in the Consortium	Role of the Member in the Consortium (i.e. whether Lead Member/Member)
1.			
2.			
3.			

Signed

(Name of the Authorised Signatory)

For and on behalf of

(Name of the Bidder)

Designation :

Place :

Date :



**SUMMARY OF TECHNICAL CAPABILITY**

- (a) The firm should have atleast 1 certified outlets operational in India or abroad. (Please attach proof)
- (b) The tenderer shall have to furnish an affidavit on Non Judicial Stamp paper of Rs 200/- duly attested by a Notary Public indicating that he/she has not been debarred /blacklisted by NDMC Ltd. or Any other civic body of GOI or State Govt. or PSU or by any Government or Organization abroad. (Please attach)

*Note:*

1. In case of a Consortium, the above Information shall be furnished in respect of all the Relevant Members only. The experience of only the relevant members shall be considered for evaluation.
2. In the absence of requisite details, the information would be considered inadequate and may lead to exclusion of the particular project(s) in evaluation of Technical Capability.

Signed

(Name of the Authorised Signatory)

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

Place:

Date:

## FINANCIAL CAPABILITY OF BIDDER

s.n	Particulars/ Accounting Year	2011-12	2012-13	2013-14
1.	Authorised Share Capital			
2.	Paid up Share Capital (excluding Share Application Money and Preference Shares)			
3.	Reserves and Surpluses (excluding revaluation reserves)			
4.	Intangible Assets, Misc. Expenses not written off, Accumulated Losses			
5.	Net Worth (2+3-4)			
6.	Turnover from relevant activities as per Clause 2.4			
7.	Debt mobilised during the year			

**Note:**

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the past 3 years.
2. Attach Certificate duly signed by the Statutory Auditors depicting year-wise mobilization.
3. The above data must be submitted for all Relevant Consortium members, duly certified by Statutory Auditor.
4. As FDI is permitted in this bid, non –Indian bidders either singly or in consortium should ensure that their certified {by CPA/ Statutory auditor) Annual Reports and Balance sheet are accompanied with certified translation in Indian currency in Rs Crore (Rs 1 crore = 10 Million)

Signed  
(Name of the Authorised Signatory)

Signature of CA/ Statutory Auditors  
(with seal & registration no.)

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

Place:

Date:



**FORMAT FOR PROPOSAL**  
(To be submitted and signed by the Bidder's authorised signatory)

To

Director (Projects), NDMC,  
Room No.: 7008, 7th Floor,  
Palika Kendra,  
Sansad Marg,  
New Delhi - 110001

**Sub: Mini Waste to Energy Plant in NDMC Area**

Sir,

We hereby submit our Offer for the captioned project. If the project is awarded to us, we agree to make the [REDACTED] MWs (minimum) electrical energy per day in to NDMC grid.

1. This offer is being made by us after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the proposal.
2. If the CONCESSIONAIRE at any time fail or neglect to perform / delivered the minimum MWs as mentioned above, then NDMC shall be entitle to impose a penalty of Rs. 10,000 per MW on Concessionaire

We agree to keep our offer valid for 180 days from the due date of bid opening of this Financial Proposal.

Date :  
Place :

Authorised signatory  
Name and Seal of Bidder

**AFFIDAVIT**

(To be given separately by each consortium member on Stamp Paper of Rs. 10)

I, \_\_\_\_\_ S/o \_\_\_\_\_, Resident of \_\_\_\_\_, the \_\_\_\_\_ [insert designation] of the [insert name of single bidder / consortium member if consortium] do solemnly affirm and state as follows:

1. I say that I am the authorized signatory of \_\_\_\_\_ [insert name of company/consortium member] (hereinafter referred to as "Bidder/Consortium Member") and I am duly authorized by the Board of Directors of the Bidder/Consortium Member to swear and depose this Affidavit on behalf of the Bidder/Consortium Member.
2. I say that I have submitted information with respect to our eligibility for New Delhi Municipal Council (hereinafter referred to as "NDMC") "Mini Waste to Energy Plant in NDMC Area" (hereinafter referred to as "Project") Request for Proposal ('RFP') document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. I say that, we hereby also authorize and request any bank, authority, person or firm to furnish any information, which may be requested by NDMC to verify our credentials / information provided by us under this tender and as may be deemed necessary by NDMC.
4. I say that if at any point of time including the concession period, in case NDMC requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, we shall promptly and immediately make available such information accurately and correctly to the satisfaction of NDMC.
5. I say that, we fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said Project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) document has been duly complied with.

DEPONENT

**VERIFICATION:**

I, the above- named deponent, do verry that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my own knowledge. No part of it is false and nothing material has been concealed.

Verified at \_\_\_\_\_, on this \_\_\_ day of \_\_\_\_\_, 2013.

DEPONENT



**CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT**

This Consortium Agreement/Memorandum of Agreement is executed at New Delhi on this \_\_\_ day of \_\_\_\_\_, 2013-.

BETWEEN

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ acting through its Managing Director, \_\_\_\_\_ duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_

(Hereinafter referred to as the 'LEAD MEMBER' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE PART;

AND

M/s. \_\_\_\_\_, a Company incorporated under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ and Office at \_\_\_\_\_, acting through its Joint President, \_\_\_\_\_, duly authorized by a resolution of the Board of Directors dated \_\_\_\_\_

(Hereinafter referred to as the ('Participant member') which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER PART.

Whereas New Delhi Municipal Council (hereinafter referred to as 'NDMC') has invited tenders for the "Mini Waste to Energy Plant in NDMC Area" in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same should meet the conditions stipulated by NDMC for participating in the bid by the Consortium for handling the project for which the tender has been floated by NDMC.

AND WHEREAS in terms of the bid documents both the parties jointly satisfy the eligibility criteria laid down for a bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS both the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

**NOW THIS CONSORTIUM AGREEMENT/MEMORANDUM OF AGREEMENT  
HEREBY WITNESSES:**

- 1 That in the premises contained herein the Lead Member and the Participant Member having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for "Mini Waste to Energy Plant in NDMC Area" in terms of the tender invited by New Delhi Municipal Council, (NDMC).
- 2 That both the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by NDMC for awarding the tender to the Consortium so that the Consortium may take up the aforesaid "Mini Waste to Energy Plant in NDMC Area" in case the Consortium turns out to be the successful bidder in the bid being invited by NDMC for the said purpose.
- 3 That both the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfills the pre-qualification/eligibility criteria stipulated for a bidder, to participate in the bid for the said tender process for "Mini Waste to Energy Plant in NDMC Area"
- 4 That the Consortium have agreed to nominate any one of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of bid documents such as Tender Application Form etc., Mandatory Information, Proposal offered. etc., and such other documents as may be necessary for this purpose.
5. That the share holding of the members of the Consortium for this specified purpose shall be as follows:
  - (i) The Lead Member shall have \_\_\_\_\_ per cent (\_\_\_\_%) of share holding with reference to the Consortium for this specified project.
  - (ii) The Participant Member shall have \_\_\_\_\_ (\_\_\_\_%) of share holding with reference to the Consortium for this specified project.
6. That in order to fulfill the requirement of the tender process and also keep an altogether separate legal entity of the Consortium, the Members of the Consortium undertake to provide their own nominees as share holders to the extent of their respective share holding for the purpose of formation of a Special Purpose Company (SPC) through which the Consortium proposes to undertake the \_\_\_\_\_ of NDMC.
7. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of NDMC subject to the conditions as may be stipulated by them in this regard.



8. That in case to meet the requirements of bid documents or any other stipulations of NDMC, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
9. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement/Memorandum of Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
10. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said project if awarded to the Consortium in the Memorandum & Articles of Association of the proposed Special Purpose Company to be got incorporated by the Consortium Members to meet the requirements and stipulations of NDMC.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN.

1. ( \_\_\_\_\_ )  
 Managing Director

2. ( \_\_\_\_\_ )  
 Managing Director

( \_\_\_\_\_ )  
 For (Name of company)

( \_\_\_\_\_ )  
 For (Name of company)

WITNESSES: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Enclosure: Board resolution of each of the Consortium Members authorizing:  
 (i) Execution of the Consortium Agreement, and  
 (ii) Appointing the authorized signatory for such purpose.



**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

**Power of Attorney**

Know all men by these presents, We \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging construction of the Project in the country of India, including signing and submission of all documents and providing information / responses to NDMC, representing us in all matters before NDMC, and generally dealing with NDMC in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by 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.

For

.....

Accepted

\_\_\_\_\_ (signature)

(Name, Title and Address) of the Attorney

*Note:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*