

**PPP PROJECT FOR THE
COLLECTION AND TRANSPORTATION
OF MUNICIPAL SOLID WASTE
IN ENTIRE NDMC
AREA**

**REQUEST FOR PROPOSAL
DOCUMENT**

2014



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

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as “RFP”) document provided to the Bidders, by New Delhi Municipal Council (hereinafter referred to as “NDMC”), or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information each Bidder 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 business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary 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.

NDMC may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

SCHEDULE OF BIDDING PROCESS

NDMC would endeavour to adhere to the following schedule during the Bidding Process:

S. No.	Event Description	Date
1	Date of issuance of RFP	11.06.2014
2	Clarification from NDMC	director.project@ndmcmail.gov.in
3	Proposal Due date	26.06.2014 at 03:00 P.M. in the office of Director (Projects), Room No. 7008, 7 th Floor, NDMC, Palika Kendra, New Delhi-110001

Instructions to Bidders

1. Scope of Proposal

- 1.1 New Delhi Municipal Council (NDMC) has already outsourced services for collection and transportation of municipal solid waste (MSW) in its area of jurisdiction. The area has been divided into 14 parts known as sanitation circle 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14. Now, the NDMC intends to get it done through outsourcing with a fresh contract. The waste management activities are to be carried out in adherence with the provisions of the Municipal Solid Waste (Management and Handling) Rules, 2000 (“MSW Rules”). With the experience of ages together, NDMC has evaluated that the mentioned areas are the greenest one and hence generate the maximum amount of horticulture waste i.e. dry leaves, branches, grass cutting, pruning of trees etc. and the garbage generated is more voluminous than weighty. Thus, the system requires the type of vehicles and collectors etc. as per the volume of the garbage.
- 1.2 As mentioned above, the circles where NDMC intends to procure the services of private concessionaire are sanitation Circle No. 1 to 14 (the salient features and maps attached for reference).
- 1.3 NDMC invites detailed proposal (hereinafter referred to as “Proposal”) for providing the service of collection and transportation of Municipal Solid Waste including Landscape Waste (Horticulture Waste) in the Area of Operations mentioned above for a period starting from date of commencement of taking over of the mentioned task (hereinafter referred to as the “Concession Period”). The Project Outline and details of the circles forming the Area of Operations are set out in **Appendix 1**. The Scope of Services of the operator is set out in **Appendix 2**.
- 1.4 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Bidder for the Project (hereinafter referred to as “Successful Bidder”). The Successful Bidder would then be required to enter into a Concession Agreement with NDMC and perform the obligations as stipulated therein, in respect of the Project.
- 1.5 Terms used in this RFP document which have not been defined herein shall have the meaning ascribed thereto in the draft Concession Agreement.

2. Eligible Bidders

2.1 The Bidders eligible for participating in the bid process shall be any one of the following two categories:

Category 1: A single Business Entity¹ meeting the qualification criteria as set out

Category 2: In case the Bidder, which is a Business Entity, does not have the technical eligibility criteria as set out, the same may be procured from a suitably qualified Business Entity, (hereinafter referred to as “Lead Member”), with whom a valid Memorandum of Understanding (hereinafter referred to as “MoU”) formalizing such an arrangement should be in place. This joint entity shall hereinafter be referred to as “Consortium”.

The term Bidder used would apply to both the above-mentioned categories.

¹ *Business Entity is defined as a company incorporated under the Companies Act, 1956 and if it is a foreign company, equivalent law abroad.*

2.2 The Bidders would be required to give an undertaking that upon award of work, the bidder shall get itself registered under Labour Commissioner under Section 7 of the Contract Labour (Regulation & Abolition) Act, 1970.

2.3 Any entity, which has earlier been barred by NDMC from participating in any project being undertaken by NDMC, would not be eligible to submit a Proposal, if such bar subsists as on the Proposal Due Date.

2.4 Since the project is for essential services and massive deployment of labour and infrastructure is required; in order to reduce the dependence on a single vendor/company due to eventualities like strike/bankruptcy etc, bidders already operating in other zones of Delhi would not be allowed to participate in case they are already Lifting 1000 MT per day of MSW under East Delhi Municipal Corporation and/or South Delhi Municipal Corporation and/or North Delhi Municipal Corporation and/or Delhi Cantonment Board.

Contracts which have already been completed and operating temporarily on extension would not be considered under this clause.

3.1 Additional Requirements for Proposals submitted by a Business Entity:

In case the Bidder is a Business Entity incorporated in a foreign country, such a Bidder on award of Concession shall be required (if not already existing) to establish and incorporate a company in India under the Companies Act, 1956. The Bidder shall hold at least 51% of paid up equity capital of such company during the Concession Period. The Concession Agreement shall be entered into with the company

incorporated under the Companies Act, 1956.

3.2 Additional Requirements for Proposals submitted by a Consortium:

Proposals submitted by a Consortium should comply with the following additional requirements:

- a. Wherever required, the Proposal shall contain the information required of each of the members of the Consortium and should clearly set out the roles and responsibilities of the members.
- b. The members of the Consortium shall furnish a Power of Attorney duly signed by authorized representative(s) of the members as per the format set out in Appendix 7 (Format for designating the Lead Member of the Consortium).
- c. The Proposal shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium.
- d. The Consortium shall submit a fresh Memorandum of Understanding (MoU) as part of its Proposal. The MoU shall inter alia:
 - (i) Convey the intent of the Lead Member to enter into a management agreement with the Other Member for the Concession Period or form a joint venture company with the Operator with shareholding pattern in accordance with Clause 13.3 (c). The Consortium or joint venture company, as the case may be, would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Project is awarded to the Consortium.
 - (ii) Clearly outline the proposed roles and responsibilities of both members of the Consortium.
 - (iii) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the implementation of the Project in accordance with the terms of the Concession Agreement.
 - (iv) In naming the Lead Member and the Other Member of the Consortium also include their successors and permitted assigns.

A copy of the MoU should be submitted as part of the Proposal. The MoU entered into between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Application would be liable to be considered non-responsive.

4. Change in Composition of the Consortium.

No change in composition of the Consortium would be allowed after the Proposal Due Date.

5. Number of Proposals

Each Bidder shall submit a maximum of one (1) Proposal for the Project, in response to this RFP. Any Bidder who submits more than one Proposal, either individually or as a part of any Consortium, for the Project will be disqualified and cause the disqualification of such Consortium. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

6. Validity of Proposal

The Proposal shall remain valid for a period not less than 90 (Ninety) days from the Proposal Due Date (hereinafter referred to as “Proposal Validity Period”). NDMC reserves the right to reject any Proposal, which does not meet this requirement.

7. Proposal Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. NDMC will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Proposal.

8. Bid Security

8.1. Each Proposal shall be accompanied by Bid Security of Rs.15,00,000/- (Rupees Fifteen Lakhs only).

8.2 The Bid Security shall be in the form of a crossed demand draft / banker’s cheque/ BG from a scheduled bank in favour of the Secretary, NDMC and payable at Delhi, or, a bank guarantee, in the format set out in **Appendix 5**, maybe submitted.

8.3 The Bid Security of every unsuccessful Bidder would be returned within a period of eight weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder would be released upon furnishing of the Performance Security, amounting to 5% of the Annual Value of work to be calculated on first year tipping fee rate considering 300 MT per day as estimated MSW collection by way of an irrevocable Bank Guarantee, issued by a scheduled bank located in India in favour of Secretary, NDMC for due and punctual performance of the obligations relating to the Project. (e.g. If first year tipping fee is Rs. 100 per MT, then the PBG amount shall be Rs. $100 * 300\text{MTPD} * 365 \text{ days} * 5\% = \text{Rs. } 5,47,500/-$)

- 8.4 The Bid Security shall be forfeited in the following cases:
- a. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
 - b. If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by NDMC; and
 - c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

9. Format and Signing of Proposal

- 9.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by certified translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 9.2 The currency for the purpose of the Application shall be the Indian Rupee (INR).
- 9.3 The Bidder would provide all the information as per this RFP. NDMC would evaluate only those Proposals that are received in the required format and are complete in all respects. Each Proposal shall comprise the following:

A. Part I Submission

- a. Covering letter in the format set out in **Appendix 3**
- b. Details of the Bidder in the format set out in **Appendix 4**
- c. Bid Security in the format set out in **Appendix 5³**
- d. Power of Attorney set out in **Appendix 6** (Applicable both for Singh Business Entity and Consortium).
- e. Power of Attorney set out in **Appendix 7** (Applicable only in case of Consortium)
- f. Memorandum of Understanding entered between members of Consortium (Applicable only in case of Consortium)
- g. Anti-Collusion Certificate as per **Appendix 8**
- h. Qualification Criteria comprising (i) experience of the Bidders as per the format set out in **Appendix 9** and (ii) financial capability statements of Bidders as per the format set out in **Appendix 10** along with relevant supporting documents
- i. Litigation history as per **Appendix 13**
- j. Proof of Purchase of the RFP Document or demand draft for Rs.10,000/- (Rupees Ten Thousand only) in case the RFP is

downloaded from the website.

³*Applicable in case the Bidder submits the Bid Security in the form of a Bank Guarantee.*

B. Part II Submission – Technical Proposal

Technical Proposal as per the format set out in **Appendix 11**

C. Part III Submission – Financial Proposal

Financial Proposal as per the format set out in **Appendix 12**

- 9.4 The Bidder shall seal the Part I, Part II and Part III Submissions of the Proposal separately in three envelopes, duly marking the envelopes as “PART I SUBMISSION”, “PART II SUBMISSION” and “PART III SUBMISSION”. Part III Submission shall be marked with a red pen and with a warning “DO NOT OPEN WITH PART I AND PART II SUBMISSIONS”. These envelopes shall then be sealed in a single outer envelope.
- 9.5 The Bidder shall prepare one (1) original and one (1) duplicate of the Proposal, clearly marked “ORIGINAL” and “DUPLICATE” respectively. In the event of any discrepancy between the original and the duplicate, the original shall prevail.
- 9.6 The Proposal, both the original and the duplicate shall be typed or written in indelible ink and each page shall be initialed by an authorized signatory of the Bidder, as applicable. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialed by the person(s) signing the Proposal.

10. Sealing and marking of Proposal

- 10.1 The Bidder shall seal the original and duplicate of the Proposal in separate envelopes, duly marking the envelopes as “ORIGINAL” and “DUPLICATE”. The envelopes shall then be sealed in a single outer envelope.
- 10.2 Each of the envelopes, both outer and inner, must be superscribed with the following information:
- a. Name and Address of Bidder
 - b. Contact person and phone numbers
 - c. Proposal for the Project: “PPP Project for the Collection and Transportation of Municipal Solid Waste in New Delhi Municipal Council Areas”
 - d. TO BE OPENED IN THE PRESENCE OF SOLID WASTE

MANAGEMENT COMMITTEE⁴ ONLY.

⁴*A Solid Waste Management Committee would be set up for the purpose of opening and evaluation of Proposals.*

- 10.3 If the envelope is not sealed and marked as instructed above, NDMC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of NDMC, be rejected.

11. Proposal Due Date

- 11.1 Proposals should be submitted before due date/time in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex will not be accepted.

- 11.2 NDMC may, in exceptional circumstances, and at its sole discretion, extend the above Proposal Due Date by issuing an Addendum. Any Addendum thus issued will be sent in writing to all those who have purchased the RFP document and would also be posted on the website. The same will also be communicated to those who have downloaded the RFP document from the website and have duly intimated this fact to NDMC giving their particulars including address for communication by fax (“Registered Applicants”).

- 11.3 It is desirable that each Bidder submits its Proposal after visiting the Area of Operations for ascertaining the information, surroundings, or any other matter considered relevant.

- 11.4 It would be deemed that by submitting the Proposal the Bidder has:
- a. made a complete and careful examination of this RFP document
 - b. received all relevant information requested from NDMC
 - c. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - (i) Area of Operations
 - (ii) Scope of Services and
 - (iii) All other matters that might affect the Bidder’s performance under the terms of this RFP document.

- 11.5 NDMC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

12. Opening of Proposals and Clarifications

- 12.1 NDMC would open the Proposals on any working day within Fifteen (15) days of the Proposal Due Date for the purpose of evaluation.

- 12.2 NDMC reserves the right to reject any Proposal not submitted on time and which does not contain the information/documents as set out in this RFP document.
- 12.3 To facilitate evaluation of Proposals, NDMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. The request for such clarification or substantiation and the response shall be in writing or by facsimile. No material change in the substance of the Proposal would be permitted by way of such clarification/substantiation.
- 12.4 Information relating to the examination, clarification, evaluation, and recommendation of the Proposal shall not be disclosed to any person not officially concerned with the process. NDMC will treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. NDMC will not divulge any such information unless it is ordered to do so by any authority pursuant to Applicable Law or order of a competent court or tribunal, which requires its disclosure.
- 12.5 To clarify and discuss issues with respect to the Project and the RFP, NDMC may hold Pre-Proposal meeting(s).
- 12.6 Prior to the Pre-Proposal meeting(s), the Bidders may submit a list of queries and proposed deviations, if any, to the Project requirements and/or the draft Concession Agreement. Bidders must formulate their queries and forward the same to NDMC prior to the meeting. NDMC will forward its responses, at its sole discretion, to all purchasers of the RFP Document and Registered Applicants and would include a description of the enquiry and the response of NDMC without identifying the source of the enquiry. NDMC may, in its sole discretion or based on inputs provided by Bidders, amend the RFP.
- 12.7 Bidders may note that NDMC will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the draft Concession Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 12.8 NDMC will endeavour to hold the Pre-Proposal meeting as per the schedule of bidding process. However, the same can also be checked at NDMC website by the proposed bidders
- 12.9 Attendance of the Bidders at the Pre-Proposal meeting is not mandatory, however any authorized representative may attend the same.
- 12.10 All correspondence / enquiries should be submitted to the following in writing by fax/registered post/courier:

Director (Project)
Room No. 7008, 7th Floor,
Palika Kendra, N.D.M.C.
New Delhi – 110001.

13. Criteria for Evaluation

13.1 Experience of Bidders : Part I Submission

The Bidder's competence and capability is proposed to be established by the following parameters:

- (a) Related Experience
- (b) Financial capability in terms of
 - i. Net worth
 - ii. Net case accruals

On each of these parameters, the Bidder would be required to meet the evaluation criteria as detailed in this Section.

The Bidder must satisfy the following qualification criteria for experience:

- a. Collection, Segregation and transportation of at least 80,000 (Eighty Thousand) tones per annum of Municipal Solid Waste/Landscape Waste for each of the last three completed Financial years under a single contract.
- b. Annual billing of at least Rs.15,00,00,000 (Rupees Fifteen Crore) from collection and transportation of Municipal Solid Waste/Landscape Waste for each of the last two completed Financial Years.
- c. Experience in handling of fleet for mechanized transportation/lifting of Municipal Solid Waste of at least 20 (Twenty) Vehicles of minimum 16 Tonne GVW capacity for each of the last two completed Financial Years.
- d. Experience in operation of atleast 20 auto-tippers for each of the last two years.
- e. The Bidder shall have experience in managing labour of minimum 400 in number in the field of MSW; Latest notarized Employees' State Insurance Corporation deposit *challan* should be submitted along with the proposal.

In case of a Consortium, the Lead Member should alone satisfy all of the above Qualification Criteria for experience as stated above. However, the financial eligibility criteria may be met by the Lead Member or the Other Member solely.

13.2 Financial Capability

13.2.1 Financial capability of the Bidders would be evaluated on the basis of the following:

- a. Net worth as at the end of the most recent Financial Year (**Refer Appendix 10**)
- b. Aggregate net cash accruals for the last two Financial Years (**Refer Appendix 10**)

The Bidders should provide information regarding the above based on audited annual accounts.

13.2.2 The Application must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Bidder (of the Lead Member and Operator) for the last two (2) Financial Years.

13.2.4 Evaluation Criteria for Financial Capability

For the purpose of Qualification, the Bidder would be required to demonstrate the threshold Financial Capability measured on the following criteria:

- a. Net worth as at the end of the most recent Financial Year shall be at least equal to Rs.15,00,00,000 (Rupees Fifteen Crores); and
- b. Aggregate net cash accruals for the last two Financial Years shall be at least equal to Rs.5,00,00,000 (Rupees Five Crores).

For Net Worth, the department shall consider the Balance Sheet for the year ending 31st Mar 2013. However, the bidder shall give an undertaking that the Net Worth for the year ending 31st Mar 2014 (unaudited) is above the required net worth.

13.3 Special Conditions for a Consortium

- a. In case the Bidder is a Consortium, the Lead Member should meet the experience criteria as stipulated in Clause 13.1.
- b. In case the Bidder is a Consortium, the net worth and net cash accruals would be required to be met by any one of the members alone. The Consortium would be required to meet the financial capability criteria mentioned in Clause 13.2.
The lead Member shall demonstrate Threshold Financial Capability of at least 60% on each of the criteria specified under Clause 13.2.4.

- c. In case a joint venture company is established for the purpose of implementing the Project, the Lead Member shall commit to hold a minimum equity stake equal to 51% of such company at all times during the Concession Period.

14. Proposal Evaluation : Part I Submission

14.1 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP. The Proposal would be considered to be responsive if it meets the following conditions:

- a. It is received / deemed to be received by the Proposal Due Date including any extension thereof.
- b. It is signed, sealed and marked as stipulated in Clause 9 and Clause 10.
- c. It contains all the information and documents as requested in the RFP.
- d. It contains information in formats specified in this RFP.
- e. It mentions the Proposal Validity Period as set out in Clause 6.
- f. It provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by NDMC without communication with the Bidder). NDMC reserves the right to determine whether the information has been provided in reasonable detail.

There are no inconsistencies between the Proposal and the supporting documents.

14.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- a. which affects in any substantial way, the scope, quality, or performance of the Project, or
- b. which limits in any substantial way, inconsistent with the RFP, rights or the Bidder’s obligations under the draft Concession Agreement, or
- c. Which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

14.3 In case the Proposal is found to be responsive, Part I Submission would be evaluated in accordance with the criteria for qualification of Bidders as set out in Clause 13.1. In case the Part I Submission is found to be inadequate, NDMC may request the Bidder for modifications to the same.

14.4 As part of the evaluation of the Part I Submission, NDMC may also request the Bidder to submit clarifications.

15. Proposal Evaluation : Part II Submission

15.1 Part II Submission of only those Bidders who have met the qualification criteria, shall be taken up for evaluation. NDMC reserves the right to reject the Proposal of a Bidder without opening Part II Submission if, in its opinion, Part I Submission is not substantially responsive with the requirements of this RFP.

15.2 The Technical Proposal of such Bidders shall be evaluated for adequacy of design and operations so as to comply with the conditions set out in draft Concession Agreement.

For this purpose, the Technical Proposal would be scored on the basis of rating of various parameters such as the following:

S.No.	Evaluation Criteria	Score	
1	Completeness of the Technical Proposal in terms of level of detailed planning of:		40
	a) Infrastructure for handling segregated waste	15	
	b) Fleet and Logistics infrastructure	15	
	c) Command, Control and Response Mechanism	10	
2	Inter-linkages between the different Components of the System		20
3	Transition Plan		10
4	Adequacy of the Technical Proposal		30
	a) Capacity Adequacy	15	
	b) Consistency in provision of segregated infrastructure	8	
	c) Health and Safety consideration for workers and Others	7	
	Total:		100

15.3 If required, the Bidders may be asked to make a presentation to the evaluation committee for clarifying their Proposals. No marks are assigned to the presentation. NDMC reserves the right to call for presentations from any / some / all of the Bidders.

15.4 The marks so assigned by NDMC or its Consultant(s) or Advisor(s) would be final and binding on the Bidder.

15.5 The composite score under the Technical Proposal would be the arithmetic sum of the marks assigned to the Bidders under each of the

parameters listed above in Clause 15.2.

- 15.6 The Benchmark Score to be achieved for Stage II evaluation is 75.
- 15.7 Only Proposals that have achieved the Benchmark Score on the Stage II evaluation will be taken forward to Stage III evaluation

16. Proposal Evaluation : Part III Submission

- 16.1 As Part III Submission, the Bidders would be required to submit the proposed Tipping Fee as the Financial Proposal. Tipping Fee shall be the fee quoted per ton of Municipal Solid Waste as measured at the Treatment Facility and / or Landfill Facility, for the first year of operations.
- 16.2 Part III Submission of the Bidders whose Technical Proposals meet the Benchmark Score as set out in Clause 15.6 and other terms of the Rfp shall be opened in the presence of the Bidders' representatives who choose to attend. The time and date of opening of Financial Proposal shall be informed to the technically qualified Bidders in advance. The Bidders' representatives who are present shall be required to sign and record their attendance. The format for quoting the Financial Proposal is set out in **Appendix 12**. The Bidders would be required to submit the proposed Tipping Fee as the Financial Proposal.

17. Selection Methodology

- 17.1 The Bidder making the lowest Financial Proposal shall be declared as the Preferred Bidder. NDMC may either choose to accept the Proposal of the Preferred Bidder or invite him for further negotiations.
- 17.2 In case there are two or more Bidders quoting the same best Financial Proposal, NDMC may in such case call all such Bidders for negotiations and select the Preferred Bidder on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of NDMC.
- 17.3 NDMC reserves the right to reject any Proposal, if:
 - a. at any time, a material misrepresentation is made or discovered; or
 - b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

Rejection of a Proposal by NDMC as aforesaid would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Bidder gets disqualified / rejected, then NDMC reserves the right to:

- a. either select the next best Bidder, or
 - b. take any such measure/s as may be deemed fit in the sole discretion of NDMC, including annulment of the bidding process.
- 17.4 In the event of acceptance of the Preferred Bidder with or without negotiations, NDMC shall declare the Preferred Bidder as the Successful Bidder. NDMC will notify the Successful Bidder through a Letter of Acceptance (hereinafter referred to as “LoA”) that its Proposal has been accepted.
- 17.5 The Successful Bidder shall execute the Concession Agreement with NDMC within four (4) weeks of the issue of LoA or within such further time as NDMC may agree to in its sole discretion.
- 17.6 Failure of the Successful Bidder to comply with the requirements of Clause 8.3 or Clause 17.5 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, NDMC reserves the right to
- a. either invite the next best Bidder for negotiations
 - or
 - b. take any such measures as may be deemed fit in the sole discretion of NDMC, including annulment of the bidding process.
- 17.7 The successful bidder would have to furnish performance security before signing the concession agreement. The bid security submitted by the successful bidder shall be released upon furnishing the performance security.
- 17.8 Payment to the concessionaire shall be made after deducting the applicable taxes as per rules.
- 17.9 Notwithstanding anything contained in this RFP, NDMC reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
- 17.10 Payment to the concessionaire shall be made only after the bill presented for payment by him is certified by the person/agency authorized by the competent authority.

18. Payment Terms & Tipping Fee

The tipping fee payable to the concessionaire by NDMC shall be inclusive of all duties, taxes and other levies etc applicable as on bidding date excluding service tax/VAT(if applicable) However, they bidder shall specifically mention the taxes(if any) included in the quoted price which shall be charged on monthly bill. No additional payment shall be furnished on account of duties, taxes and other levies etc. If any new tax(State/Central) applicable on monthly billing is imposed during

contract period, same shall be applicable and reimbursed by the NDMC to concessionaire after submission of evidence.

Project Outline & Information

1.0 Project Background

NDMC has out sourced services for collection and transportation of Municipal Solid Waste in its area, with the objective of increasing the efficiency and effectiveness of its waste management activities. NDMC proposes to involve one private operator for carrying out collection & transportation of MSW and Horticulture Waste in all sanitation circle (14 No) known as sanitation circle 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 comprising the Area of Operations.

2.0 Current status of MSW Collection & Transportation

2.1 Collection and Storage:

At present, NDMC has out sourced MSW collection and transportation activity in whole of its areas.

The street sweepings collected are transported to the nearest receptacles / masonry dustbins / garbage stations is being carried out departmentally.

At such collection points, rag pickers segregate the waste and collect certain non-biodegradable waste for recycling. NDMC is maintaining all the masonry dustbins, iron bin trolleys, garbage stations etc.

It is important to note here that NDMC has recently procured new 475 community Mobile Bins and procurement of 800 more Bins is under process.

These 1275 Community mobile Bins shall be handed over to Concessionaire by NDMC for use as well as maintenance of Bins as per maintenance details in Rfp.

In case of any breakage of Community Bins or further requirement of Mobile Bins in NDMC area, the same shall be engaged by concessionaire at its own cost.

The concessionaire shall also be required to keep 10-20% extra community Mobile Bins as reserve to meet any emergency situation.

3.0 Objectives:

The purpose of this Project is to create an efficient and effective collection, storage and transportation system for MSW and Landscape Waste in NDMC areas based on the primary principles of:

- a. Sorting at / or as close to the source of waste generation as possible, into two categories
 - i. Biodegradable MSW and

- ii. Recyclables and Non-biodegradable MSW
- b. Adherence to the MSW Rules 2000.
- c. Containerization (covered), colour coding for MSW collection and transportation.
- d. Minimizing displacement of existing formal and informal workers.
- e. Minimizing dumping of recyclables and Landscape Waste in the Landfill Facility.

4.0 Description and Details of Area of Operations

New Delhi Municipal Council limit -

- (a) Area – 42.74 sq. km. (App.)
- (b) Population – 2.94 lakhs (App.) Fixed
-10-15 lakhs per day (Visiting)
- (c) Road length –1386 km. (App.)

4.2 Estimated Approximate quantum of MSW generation in the NDMC Circles.

Tonnage per day = 250 – 350 MT (Approx.)

Scope of Services

A. Activities to be performed by the Concessionaire

This scope of services to be provided by the concessionaire would include the following:

1. **Collection and transportation of MSW**

- (i) Street level collection of Municipal Solid Waste as per routes defined by NDMC through 26 Auto-tippers
- (ii) Minimize double handling of the waste.
- (iii) Transportation of the collected waste in closed vehicles to NDMC designated processing/disposal facilities meeting all regulations including MSW Rules, 2000.
- (iv) Dedicated vehicle for Presidents house, Prime Minister house, Parliament house and Annexes' etc.

The operator shall provide infrastructure facilities comprising sufficient number of Street Corner Bins in consultation with NDMC (Iron/Plastic Bin Trolleys). Requisite number of Garbage Trolleys / Street Corner Bins (SCBs) will be placed in the area as per Schedule A (B-Existing Project Facilities) of Concession Agreement.

The operator is however, required to collect and transport MSW from already constructed Garbage Stations. **The necessary garbage stations, ramp for facilitation of the trolleys / SCBs from road upto the Garbage Stations/ platform will be made and maintained by the NDMC.** The Garbage Stations / SCBs and surrounding thereof shall all time be kept in spic and span manner. It is however worth mentioning that the MSW generated in NDMC area is normally more voluminous than its weight.

Infrastructure Development and furnishing of Workshop and Parking Space are to be done by the bidder at his/her own cost. The space for workshop and parking of vehicles shall be provided by NDMC free of cost. He may use existing water & electricity connections on payment of bills, as per actual / as per the Rules & Regulation. The bidder shall also arrange necessary infrastructure/spare parts etc. and manpower for the purpose of regular maintenance of the vehicles, machinery & equipments etc. etc..

2. **Collection and Transportation of Landscape Waste**

The operator shall collect Landscape Waste from all points and deploy additional vehicles, equipments, as may be necessary for this purpose depending upon seasonal variation in the amount of landscape waste.

3. Transfer Station

State of art transfer station shall be constructed by bidder at his/ her cost. Space for construction shall be provided by NDMC free of cost. The bidder shall also arrange necessary infrastructure etc. and manpower for the purpose of regular maintenance of the vehicles, machinery & equipments etc. including that of transfer station.

The bidder shall provide MoU with the transfer station installer(hydraulic system supplier) alongwith construction plan with the bid.

4. Transportation

The operator shall provide necessary tools, equipment machinery, manpower and vehicles for

- (a) Transportation of MSW collected to Landfill Facility and / or Treatment Facility
- (b) Transportation of Landscape Waste to Treatment Facility and / or Landfill Facility
- (c) The garbage shall be collected and removed at least three times from the hot spots (list attached) in various sanitation circles of NDMC every day throughout the year irrespective of holiday or Sundays.
- (d) Garbage removal shall be carried out in busy markets of NDMC area (list attached) at least three times a day everyday throughout the year irrespective of holiday or Sundays.
- (e) The operator shall keep in reserve sufficient number of transport vehicles for any eventuality/festival/fair /important events.
- (f) All the vehicles engaged in this project are to be provided with OSRT (Off Site Real Monitoring System) and GPS facilities.
- (g) The bidder shall be required to provide detail of equipment proposed along with supply assurances.

4. Awareness Campaigns

The operator shall float awareness campaigns to promote segregation of MSW at the household level.

B. Activities Not forming a part of Scope of Services

The Scope of Services of the operator shall not include:

1. Sweeping of Main/Internal roads, open spaces, civic amenity sites, parks, markets.
2. Collection and transportation of construction debris..
3. Collection of Bio-Medical, Hazardous and Industrial Waste.

C. Specifications for adherence during the Concession period

1. Specification framed by the Ministry of Environment and Forests (MoEF), as part of the MSW 2000 Rules,
2. Design and Construction requirements as set out in the draft Concession Agreement
3. O&M requirements as set out in the draft Concession Agreement
4. Other codes and standards

The detailed scope of services and requirements to be fulfilled are set out in the draft Concession Agreement and the schedules thereto, attached as Part II of this RFP document.

Covering Letter

(On the Letterhead of the Bidder or Lead member in case of a Consortium)

Date

To

Director (Project)
Room No. 7008, 7th Floor,
Palika Kendra, NDMC
New Delhi-110001.

Ref: PPP Project for the Collection and Transportation of MSW in New Delhi Municipal Council Areas.

Dear Sir,

Being duly authorized to represent and act on behalf of(hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of (*Name of Bidder*) for the Project in one (1) original and one (1) duplicate, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our Proposal is valid for a period of 90 days from (*insert Proposal Due Date*).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RFP document provided to us.

Yours faithfully,

For and on behalf of (*Name of Bidder*)

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

Details of Bidder

(On the Letter Head of the Bidder or Lead Member in case of a Consortium)

1. (a) Name of Bidder
(b) Address of the office(s)
(c) Date of incorporation and/or commencement of business

2. Brief description of the Bidder's main lines of business.

3. Details of individual(s) who will serve as the point of contact / communication for NDMC with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company / Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company / Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

FORMAT FOR BID SECURITY
(To be issued by a Scheduled Bank in India)

B.G. No. _____ dated _____.

This Deed of Guarantee executed at _____ by _____ (Name of Bank) having its Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;
In favour of

The New Delhi Municipal Council (hereinafter called “NDMC”) having its office at Palika Kendra, Parliament Street, New Delhi – 110001, which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

- A. M/s. _____, a company registered under provisions of the Companies Act, 1956, having its registered office at _____ (hereinafter called “the Bidder”) which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, intends to bid for providing the service of collection and transportation of MSW and collection and transportation of Landscape Waste in all NDMC Sanitation Circles(14 No.) & President Estate Area of NDMC (hereinafter referred to as “Project”).
- B. In terms of Clause 8 of the Request for Proposal Document dated _____ issued in respect of the Project (hereinafter referred to as “RfP Document”) the Bidder is required to furnish to NDMC an unconditional and irrevocable Bank Guarantee for an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs only) as Bid Security for the Project.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESS AS FOLLOWS:

- a. The Guarantor, as primary obligor shall, without demur, pay to NDMC an amount not exceeding Rs.15,00,000/- (Rupees Fifteen Lakhs only), within 5 days of receipt of a written demand from NDMC calling upon the Guarantor to pay the said amount.
- b. Any such demand made on the Guarantor by NDMC shall be

conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.

- c. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of NDMC is disputed by the Bidder or not.
- d. This Guarantee shall be irrevocable and remain in full force for a period of from (date) _____ to (date) _____ (Proposal Validity Period) or for such extended period as may be mutually agreed between NDMC and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- e. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- f. In order to give full effect to this Guarantee, NDMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RfP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/not exercise/delayed exercise of any of its rights by NDMC against the Bidder or any indulgence shown by NDMC to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of NDMC or any indulgence by NDMC to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS
HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE
WRITTEN.

Signed and Delivered by _____ Bank

By the hand of Mr. _____

Its _____ and authorized official.

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize 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, for providing the service of collection and transportation of MSW and collection and transportation of Landscape Waste in all NDMC Sanitation Circles(14 No.) & President Estate Area (hereinafter referred to as “Project”) basis, on behalf of New Delhi Municipal Council (hereinafter referred to as “NDMC”), including signing and submission of all documents and providing information/responses in all matters in connection with our Proposal for the 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.

Dated this the _____ Day of _____ 2014
For _____

(Name and designation of the person(s)
Signing on behalf of the Bidder / Lead Member
In case of Consortium)

Accepted

Signature
(Name, Title and Address of the Attorney)
Date:.....

Note:

- *To be executed by all the members in case of a Consortium.*
- *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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING LEAD MEMBER OF CONSORTIUM

(On Stamp Paper of relevant value)
POWER OF ATTORNEY

Whereas, New Delhi Municipal Council (“NDMC”) has invited proposals from qualified Bidders for providing the service of collection and transportation of MSW and collection and transportation of landscape Waste in all NDMC Sanitation Circles(14 No.) & President Estate Area of NDMC (hereinafter referred to as “Project”),

Whereas, the Consortium being one of the qualified Bidders is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of Request for Proposal (RfP Document), and

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s....., and M/s.....(the names and address of the registered offices), do hereby designate M/s..... being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s Proposal for the Project, including submission of Proposal, participating in conferences, responding the queries, submission of information/documents and generally to represent the Consortium in all its dealings with NDMC, 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 NDMC.

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 this the.....Day of.....2014

.....
(Executants)

(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)

***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 executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

Anti-Collusion Certificate

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

We further confirm that we have neither offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this the.....Day of.....2014

.....
(Name of the Bidder⁸)

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

Note:

2. *On the Letter head of the Bidder*
3. *To be executed by both members in case of Consortium*

⁸ Names of all members in case of Consortium

Qualification Criteria

Experience of Bidders

Name of Member:(in case of consortium the details of the Operator shall be provided)

S. No.	Qualification Criteria	Year 1	Year 2	Year 3
1	Collection, Segregation and transportation of Municipal Solid Waste/ Landscape Waste <i>(Tonnes per annum)</i>			
2	Annual billing from collection and transportation of Municipal Solid Waste / Landscape Waste <i>(Certified Annual Billings in Rupees)</i>	NA		
3	Experience in handling of fleet for mechanized transportation/lifting of municipal Solid Waste / Landscape Waste of minimum 16 Ton GVW capacity <i>(Number of vehicles managed)</i>	NA		

4. Experience in operation of Auto-tippers for each of the last two years. *(No. of auto tippers managed)*

5. The Bidder shall have experience in managing labour(400 Nos) in the field of MSW as per their latest ESI return.

Supporting Documents

The following documents, specified for each category and tasks under each category, would need to be submitted to support the Bidder's claim of experience stated in the tables above.

S. No.	Qualification Criteria	Supporting Documents
1	Collection, Segregation and transportation of Municipal Solid Waste / Landscape Waste <i>(Tonnes per annum)</i>	<ul style="list-style-type: none"> • Copy of agreement with Client for relevant years which mentions the quantum collected and transported, along with the letter of the client indicating that work performance is satisfactory as per Appendix 9A

⁹The Independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad.

2	Annual billings from collection and transportation	<ul style="list-style-type: none"> • Copy of agreement with
---	--	--

	of Municipal Solid Waste / Landscape Waste (<i>Certified Annual Billings in Rupees</i>)	Client for relevant years which mentions the annual payment, OR <ul style="list-style-type: none"> • Certificate from the Client mentioning the annual payment OR • Certificate from Independent Auditor⁹
3	Experience in handling of fleet for mechanized transportation lifting of municipal Solid Waste / Landscape Waste. (<i>Number of vehicles managed</i>)	<ul style="list-style-type: none"> • Notarized copies of ownership details or the lease agreements
4	Experience in operation of at least 20 Auto Tippers. (<i>No. of Tippers and Years</i>)	<ul style="list-style-type: none"> • Notarized copies of ownership details.
5	The Bidder shall have experience in managing labour in the field of MSW. (<i>No. of Labour Deployed</i>)	<ul style="list-style-type: none"> • Recent ESI return

General Instructions:

1. Year I shall be the Financial Year 2010-11 and Year 2 shall be the Financial Year 2011-12 and Year 3 shall be 2012-13.
2. The Bidder shall provide the supporting documents as required by this RfP. Failure to do so would be considered as a non-responsive Proposal.
3. The Independent Auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organization abroad.
4. Bidders or Operator (in case of a Consortium) should only provide details of works done by it. Experience of parent/subsidiary/associate company(ies) would not be considered.

Note: In case of a Consortium this sheet should be filled by the Operator.

Appendix 9A

On the letter head of client
Issued not before two months from the Bid Submission date

It is certified that M/s ABC was awarded the contract for Collection, Segregation & transportation of MSW/Land Scape Waste on dd/mm/yyyy. The COD i.e. deployment of complete infrastructure required as per concession agreement was achieved/deployed on dd/mm/yyyy.

Thereafter the yearly lifting(In Tones) during the last three Financial Years was:

- a. 31st Mar 2013
- b. 31st Mar 2012
- c. 31st Mar 2011

The Annual Billing (Amount paid In Rs.) during the last two financial years was:

- a. 31st Mar 2013
- b. 31st Mar 2012

The performance of M/s ABC is satisfactory.

(to be signed by an officer not below the rank of Executive Engineer)

Appendix 10

Qualification Criteria

Financial Capability Statement

No.	Bidder Type *	Member Code**	Net Worth (Rs.)	Net Cash Accruals (Rs.)
------------	----------------------	----------------------	------------------------	--------------------------------

A.	Single Business Entity				
B.	Consortium				
		LM			
		OM			

*Any Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the other rows mentioned below. In case of a Consortium, the details need to be provided as per Clause 13.3 and the row titled Single entity Bidder may be ignored

** NA = Not Applicable in case of a single entity Bidder, LM = Lead member, OM = Other member.

General Instruction:

1. Net Cash Accruals = (Profit After Tax + Depreciation + Non case Expenses)
2. Net Worth = (Subscribed and Paid-up Equity + Reserves) – (Revaluation reserves + Miscellaneous expenditure not written off)
3. Year 1 shall be the Financial Year 2011-12. Year 2 shall be the Financial Year 2012-13.
4. The Bidder shall provide the audited annual financial statements as required for the RfP. Failure to do so would be considered as a non-responsive Proposal.
5. The Bidder should clearly indicate the calculations and references in the Financial Statements in arriving at the above numbers in an attached worksheet.
6. In case the Company Financial Statements are not in Indian Rupees the conversion to Indian Rupees shall be clearly indicated. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. NDMC reserves the right to use any other suitable exchange rate for the purposes of evaluation uniformly for all Bidders.

Note: The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or associate company will not be considered for computation of the Financial Capability of the Bidder. .

TECHNICAL PROPOSAL

The Bidders shall provide a Technical Proposal setting out the proposed plan for implementation of the Project. The Proposal shall comprise the methodology for collection and transportation of MSW and Landscape Waste, construction works to be undertaken, schedules and timelines tools / equipment / vehicles to be provided, manpower deployment etc. The Technical proposal shall be in adherence to the MSW Rules and the Design & Construction Requirements and O&M Requirements set out in the draft Concession Agreement.

The illustrative format for the Technical proposal is set out below:

1. TRANSITION PLAN

- a. Activity chart detailing all the activities of the scope of work and the respective completion dates during the Implementation Period.
- b. Alternate arrangements to be provided by the Concessionaire to NDMC for collection and transportation of MSW during the Implementation Period.

2. INFRASTRUCTURE FOR HANDLING SEGREGATED MSW

A. Transfer Station

- a. Drawings & Specifications
 - i. Typical design drawings and presentation drawings for Transfer Station.
 - ii. Indicative technical specifications for construction & finishing
- b. Estimated cost for modification
- c. Capacity details of Transfer Stations
 - i. Biodegradable MSW
 - ii. Non-biodegradable MSW and other recyclables
- d. Equipments/Implements

S. No.	Equipment / Implement	Number

e. Staffing Plan at Transfer Station

S. No.	Staffing Aspect	Details
1	Total Number	
2	Type of Staff	
	<i>Operational Staff for Transfer Station*</i>	
	<i>Supervisory Staff</i>	
3	Any other	

* Describing roles and activities performed

The transfer station shall be designed for all weather operations and should be environmentally compatible for proximity to inhabited localities. Therefore, this should have the following components:

1. Adequate space for all operations within the premises of the transfer station, which would have solid [Brick Masonry] wall fencing of minimum 2 m height.
2. Operations within the transfer station shall be under cover, so that dust and noise could be effectively controlled. At the same time the operation shall not be hampered during precipitation as well.
3. All internal roads, ramp and platforms at different levels would be concrete built and should withstand load of moving machineries/vehicles.
4. The transfer station shall be cleaned daily and the floors washed. The wash water should go through a sediment basin and then to the city sewer.
5. The selected bidder shall have to make appropriate site-specific designs as per the type of vehicles and containers to be handled and the method applied for transfer of the waste.

Prospective designs may be discussed with the NDMC during the pre-bid meeting from NDMC for their adequacy, before construction.

B. Street corner Bins

a. Capacity of Street Corner Bins (category wise if applicable)

b.

S. No.	Street Corner Bins Category	Capacity of Street Corner Bins

c. Number of Street Corner Bins proposed

d. Drawings of Street Corner Bins

e. Indicative technical specifications of Street Corner Bins

f. Indicative cost of Street Corner Bins

C. TRANSPORT VEHICLES/LOADING EQUIPMENTS

a. Numbers & types of vehicles & loading equipments proposed for
i. For Door to Door/Street Level collection of garbage

ii. For Collection and transportation of MSW

iii. For collection and transportation of Landscape Waste

iv. Provision for backup fleet

b. Indicative technical specifications (certified by manufacturers) of:
i. Transport vehicles ii. Loading equipment

c. Cost details

S. No.	Vehicle & loading equipment type	Estimated cost (On road)

d. Staffing Plan

S. No.	Staffing Aspect	Details
1	Total Number	
2	Type of Staff	

	<i>Operational Staff per Vehicle*</i>	
	<i>Supervisory Staff (No. of vehicle under each supervisory staff)</i>	
3	Any other	

** Describing roles and activities performed*

Note: Dedicated vehicle is required for President House, Prime Minister House & Parliament House and etc.

E. METHODOLOGY FOR COLLECTION AND TRANSPORTATION OF MSW WITH INCREASE IN QUANTUM OF MSW GENERATED DURING THE CONCESSION PERIOD

- a. Estimated increase in quantum of MSW for each year during the Concession Period.
- b. Methodology for collection and transportation of MSW with respect to infrastructure for handling MSW, loading and transportation vehicles and manpower deployment.

F. COMMAND CONTROL & RESPONSE MECHANISM

1. Complaint Handling Cell

- a. Minimum technical specifications
- b. Equipments/Facilities provided (e.g. – computers, communication equipment etc.)

S. No.	Equipment/Implement	Number

c. Staffing Plan

S. No.	Staffing Aspect	Details
1.	Total Number	
2.	Type of Staff	
	<i>Operational Staff</i>	
	<i>Supervisory Staff</i>	
3	Any other	

- d. Note on Complaint Resolution mechanisms proposed

G. AWARENESS CAMPAIGN TO PROMOTE SEGREGATION OF MSW

Plan for awareness campaign could including the following:

- a. Number of awareness campaigns
- b. Mode of implementing campaigns (choice of media-Print/Electronic)
- c. Method for public consultations
- d. Target generator segments
- e. Plan for IEC (Information, Education, Communication) material and contents

H. INTERLINKAGES OF THE NEW SYSTEM

1. Proposed Technology Explanation through

- a. System Diagram & details (including process management diagrams) for collection, storage, & transportation of
 - i. Municipal Solid Waste
 - ii. Landscape Waste
- b. Communication technology proposed
- c. Loading/unloading mechanisms
- d. Details of manpower
- e. Equipment proposed
- f. Time schedules
- g. Maintenance plan of infrastructure proposed

I. NOTE ON ADVANTAGES OF PROPOSED METHODOLOGY OVER PRESENT SYSTEM IN TERMS OF

- a. Cost effectiveness
- b. Efficiency improvement

- c. Health, safety & environment considerations of citizens & waste workers

J. SITE OFFICE FOR INDEPENDENT CONSULTANT

- a. Location of the site office
- b. Indicative drawings & technical specifications
- c. Equipments & furniture
- d. Other Facilities

K. ADDITIONAL STAFF DETAILS

- a. Average number of workers per ton of MSW handled
- b. Number of shifts per day of operations
- c. Plan for mobilizing labor
- d. Minimum wages proposed
- e. Human resource development program
- f. Training & education plans for personnel
- g. Uniforms & safety gear provisions for staff
- h. Estimated annual expenditure per worker
- i. Expenditure on Miscellaneous fixed assets (office furniture, computers, pre-operative expenses etc.)

L. SUMMARY OF COSTS

The Bidder shall provide the summary of costs as set out in the table below.

S. No.	Description	Item wise numbers	Item wise per Unit Cost (INR)	Total Amount (Rs. Lakhs)
1	Construction of transfer Stations			
2	Street Corner Bins			
3	Vehicles and loading equipment (please provide the cost for each type of vehicle)			

	including the backup fleet)			
4	Expenditure on Miscellaneous fixed assets (office furniture, computers, pre-operative expenses etc.)			
5	Others			
6	Total Capital Expenditure			
7	Annual operating expenditure in the base year (Rs. Lakhs)			

FINANCIAL PROPOSAL

I. Tipping Fee Rate (Rs. Per Tonne) for 1 – 12 Months from commercial operation date (COD for Collection & Transportation Facilities).

1	In Figures	X ₁ = Rs.....
2	In words	

II. The taxes applicable on aforesaid work as on date (if any) that have been included in the aforesaid quote:

S.No.	Name of Tax	Rate of Tax
-------	-------------	-------------

Note:

1. *Proposed Tipping Fee Rate would be the rate per ton of Municipal Solid Waste and Landscape Waste (Horticulture Waste) as measured at the Landfill Facility / Treatment Facility (in the manner as set out in detail under Article 7 of the draft Concession Agreement), paid to the Bidder by NDMC.*
2. *In case of a discrepancy between the Proposed Tipping Fee expressed in figures vis-à-vis the Proposed Tipping Fee expressed in words, the later shall govern.*
3. *The Tipping Fee Rate containing decimal places would be rounded off to the nearest decimal rupees.*

Litigation History

Appendix 13

1- List Litigation Cases:

S. No.	Name of the Contract	Year of Contract	Organization	Details of litigation

2- Were you/associate/parent or subsidiary company ever required to suspend the assigned project work(MSW related) for a period of more than six months continuously after you started?

If so, give the names of projects and reasons.

3- Have you/associate/parent or subsidiary company ever not completed any assignment/ project(MSW related) given/ awarded to you/them? (If so, give name of project and reasons for not completing the work)

.....(Signature of the Authorized Person)

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

(Date)

DRAFT SUBSTITUTION AGREEMENT

THIS SUBSTITUTION AGREEMENT is entered into on this the day of (Month) ---- (Year) at .

AMONGST,

New Delhi Municipal Council, a body corporate constituted under the New Delhi Municipal Council Act, 1994 (hereinafter referred to as “**NDMC**” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns);

AND

_____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at (hereinafter referred to as "**the Concessionaire**" which expression shall unless excluded by or repugnant to the context include the successors and permitted assigns),

AND

YYYY (Financial Institution/ Bank) having its Registered Office/Head Office at hereinafter referred to as "**the Lender**".

OR

ZZZZ (Financial Institution/Bank) having its Registered Office/Head Office at acting for and on behalf of the Lenders listed in schedule I hereto (hereinafter referred as "**the Lenders' Representative**").

WHEREAS:

- A. NDMC is responsible for providing municipal and civic services for the benefit of the public residing within such territory, which includes the collection, transportation and disposal of Municipal Solid Waste generated in the circles under jurisdiction of NDMC.
- B. By the Concession Agreement dated _____ entered into between NDMC and the Concessionaire (hereinafter referred to as "the Concession Agreement") the Concessionaire has been granted the Concession to implement the Project;
- C. With a view to facilitate financing of the Project by the Concessionaire, NDMC and the Concessionaire have agreed to enter into a Substitution Agreement being these presents with the Lender/s/Lenders' Representative.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereafter respectively assigned to them.

"Agreement" means this agreement and includes any amendment or modification made to this agreement in accordance with the provisions hereof.

"Financial Assistance" means the financial assistance set forth in schedule I hereto, agreed to be provided by the Lender(s) to the Concessionaire for financing the Project.

"Lender(s)" means the financial institutions/banks whose name(s) and addresses are set out in schedule I hereto.

"Residual Concession Period" means the period which shall be the remainder of the Concession Period computed from the date of substitution of the Concessionaire by the Selectee.

"Selectee" means a Person proposed by the Lender/Lender's Representative pursuant to this Agreement and approved by NDMC for substituting the Concessionaire for the Residual Concession Period, in accordance with the provisions of this Agreement.

"Suspension Period" means the period commencing from the expiry of the Cure Period specified in the Preliminary Notice and ending on the date on which all formalities connected with the substitution of the Concessionaire by the Selectee including handing over of the Project Facilities, in accordance with this Agreement are completed and the substitution has become effective.

1.2 Capitalized terms used in this Agreement but not defined shall have the meaning assigned to them respectively in the Concession Agreement.

ARTICLE 2

SUBSTITUTION OF THE CONCESSIONAIRE BY THE SELECTEE

2.1 Lenders right to Substitute

NDMC and the Concessionaire hereby irrevocably agree that upon occurrence of a Concessionaire Event of Default, the Lender(s) shall, without prejudice to any other rights or remedies available to them under law/Financing Documents and without being required to exercise or exhaust such rights or remedies, have the right to seek substitution of the Concessionaire by Selectee for the Residual Concession Period under the Concession Agreement in accordance with the provisions of this Agreement.

2.2 Preliminary Notice of Termination

NDMC shall as soon as possible but in any case not later than 15 days of its knowledge of the occurrence of the Concessionaire Event of Default issue Preliminary Notice of Termination to the Concessionaire with a copy thereof simultaneously to the Lenders.

2.3 Suspension of Concession and Takeover of the Project Facilities

The Concessionaire irrevocably agrees that if the Cure Period specified in the Preliminary Notice of Termination lapses without the Concessionaire Event of Default having been cured, the Concession shall from the expiry of such Cure Period stand suspended, without any further notice or other act of NDMC being required, and that NDMC shall have the right to enter upon and takeover the Project Facilities and to take all such steps as are necessary for the continuance of the Project, subject to servicing the payment obligations under the Financing Documents, and the substitution of the Concessionaire by the Selectee in accordance with this Agreement. The Concessionaire hereby irrevocably consents to the takeover of the Project Facilities by NDMC forthwith upon suspension becoming effective.

2.4 Substitution Notice

NDMC and the Concessionaire hereby irrevocably agree that in the event of the Concessionaire's failure to cure the Event of Default specified in the Preliminary Notice of Termination, the Lender/Lender's Representative may, within 30 (thirty) days of the expiry of the Cure Period specified therein, notify NDMC and the Concessionaire about the intention of the Lender(s) to seek substitution of the Concessionaire by the Selectee for the Residual Concession Period (the "Substitution Notice").

2.2 Criteria for selection of the Selectee.

The Lender/Lenders' Representative shall in addition to any other criteria that it may deem fit and necessary, apply the following criteria in the selection of the Selectee:

- (i) the Selectee shall possess the net worth, experience, technical capability and managerial ability to perform and discharge all the residual duties, obligations and liabilities of the Concessionaire in respect of the Project, under the Concession Agreement;
- (ii) the Selectee shall have the capability and shall unconditionally consent to assume the liability for the payment and discharge of dues, if any, of the Concessionaire to NDMC under and in accordance with the Concession Agreement, and also payment of amounts due to the Lender(s) under the Financing Documents, upon terms and conditions as agreed to between the Selectee and the Lenders.

ARTICLE 3

MODALITY FOR SUBSTITUTION

3.1 Modalities for Substitution.

The following modalities shall be followed for substitution of the Concessionaire by the Selectee pursuant to this Agreement:

- (i) The Lender(s)/Lenders' Representative shall be entitled, within a period of 120 (one hundred twenty) days from the date of delivery of the Substitution Notice pursuant to the preceding Article 2.2 to invite or procure offers either through private negotiations or public auction or process of tender or otherwise from the eligible Persons, for the substitution of the Concessionaire by the Selectee and propose to NDMC for its approval, the Selectee (the "Proposal"). The Proposal of the Lender/Lender's Representative shall contain the particulars and information in respect of the Selectee, particulars of the amounts due to the Lenders under the Financing Documents, the terms of Substitution and such data and information as would be necessary and relevant for NDMC to decide as to the acceptability of the Selectee. The Lender/Lender's Representative shall provide to NDMC such additional information and clarification in respect of any data, particulars or information contained in the Proposal, as NDMC may reasonably require.
- (ii) The Proposal shall be accompanied by an unconditional undertaking of the Selectee to the effect that it shall upon acceptance by NDMC of the Proposal observe, comply with, perform and fulfill the residual terms, conditions and covenants of the Concession Agreement as if the Selectee had been the Concessionaire under the Concession Agreement, and to assume, take over, discharge and pay the Concessionaire's obligations under the Financing Documents on the terms and conditions agreed to by the Selectee with the Lenders. The Selectee shall also undertake to enter into such documents and writings with NDMC and the Lender(s) as may be necessary or required to give effect to the substitution of the Concessionaire by the Selectee.
- (iii) NDMC shall convey to the Lender/Lenders' Representative its acceptance or otherwise of the Selectee within 30(thirty) days of (a) the date of receipt of the Proposal by NDMC, or (b) the date of receipt of the additional information and clarifications in respect of any data, particulars or information comprised in the Proposal, provided by the Lender/Lender's Representative to the NDMC, whichever is later.
- (iv) At any time prior to the acceptance of the Selectee by NDMC pursuant to this Agreement, NDMC may require the Lender/Lenders' Representative to satisfy it as to the eligibility of the Selectee and the decision of NDMC as to acceptance or rejection of any Selectee (which shall be reasonable), shall be final, conclusive and binding on the Lender(s), the Selectee and the Concessionaire. In the event that NDMC fails to communicate its acceptance or otherwise or the objections if any it has to the acceptance of the Proposal/ the Selectee within a period of 30 days prescribed in preceding sub-article (iii), NDMC shall be deemed to have accepted the Proposal/ the Selectee
- (v) The rejection of the Selectee if made by NDMC shall be reasoned and be made after hearing the Lender/Lenders' Representative. Following the rejection of the Proposal, the Lender/Lenders' Representative shall have the right to submit a fresh Proposal, proposing another Selectee, within 30 days of receipt of communication regarding rejection of the Selectee previously proposed. The provisions of preceding sub-article (iii) and (iv) shall apply mutatis mutandis to such fresh Proposal.
- (vi) If NDMC accepts the Proposal/fresh Proposal, NDMC shall take all necessary steps to substitute the Concessionaire by the Selectee by amendment of the Concession Agreement or by execution of fresh agreement or such other writing as may be required or necessary to give effect to the Substitution of the Concessionaire by the Selectee for the Residual Concession Period.
- (vii) The substitution of the Concessionaire by the Selectee shall be deemed to be complete upon the Selectee executing all necessary documents and writings with or in

favor of NDMC and the Lender(s) so as to give full effect to the terms and conditions of substitution, subject to which the Selectee has been accepted by the Lender(s) and NDMC and upon the delivery by NDMC of the Project Facilities to the Selectee. Upon the substitution becoming effective pursuant to this sub-article all the rights of the Concessionaire under the Concession Agreement shall cease to exist. Provided nothing contained in this sub-article shall prejudice any pending/subsisting claims of the Concessionaire against NDMC or any claim of NDMC against the Concessionaire and the Selectee shall incur no liability or consequence on account of any previous breach/default and shall subject to the terms and conditions of the substitution, have a period of 90 days to cure any breach/default subsisting on the date of substitution and required or agreed to be cured.

(viii) The decision of the Lenders and NDMC in the selection of the Selectee shall be final and binding on the Concessionaire and shall be deemed to have been made with the concurrence of the Concessionaire. The Concessionaire hereby expressly waives all rights to object to or challenge such selection of the Selectee on any ground whatsoever.

3.2 Termination and Termination Payment.

- (i) Where the Lender/Lenders' Representative (on behalf of all the Lenders) communicates in writing that (i) the Lender/ Lender's Representative does not intend to seek substitution of the Concessionaire, or (ii) that the Lender/Lenders' Representative has not been able to find suitable Selectee or (iii) that NDMC has declined to accept the Selectee proposed by the Lender/Lenders' Representative, NDMC shall proceed to terminate the Concession and to make Termination Payment, in accordance with the provisions of the Concession Agreement.
- (ii) Nothing contained in these presents shall mean or be interpreted as provision of any guarantee or surety by NDMC and it is expressly agreed that NDMC has not provided any surety, guarantee or counter guarantee whether directly or indirectly for the recovery of amounts advanced by the Lenders to the Concessionaire.

ARTICLE 4

MODE OF TERMINATION PAYMENTS

4.1 Mode of Payment

NDMC and Concessionaire hereby irrevocably agree, and confirm that so long as the liabilities of the Concessionaire under the Financing Documents are outstanding, the Termination Payment and any other amounts due and payable by NDMC to the Concessionaire under any of the provisions of the Concession Agreement shall be paid only by way of credit directly to a bank account designated therefor by the Lender(s)/Lenders' Representative and advised to NDMC and the Concessionaire in writing. The Lender(s) shall be entitled to receive and appropriate the same without any further reference to or consent of the Concessionaire towards the satisfaction of the amounts outstanding, due and payable under the Financing Documents, subject to payment by the Lender(s) of the surplus amount, if any, remaining after discharge of the liabilities of the Concessionaire under the Financing Documents, to the Concessionaire. Any payment so made shall to the extent of such payment constitute a valid discharge to NDMC of its obligations with regard to the Termination Payment and of any other monies due to the Concessionaire under the Concession Agreement.

ARTICLE 5

GENERAL

5.1 General

- (i) The Parties hereto expressly represent and warrant that they are duly empowered to sign and execute this Agreement.
- (ii) Notices under this Agreement shall be sent to the Addresses first hereinabove mentioned. Any change in the address of any Party shall be duly notified by a Registered post acknowledgement due and delivered to the other parties.
- (iii) The expressions "NDMC", the "Concessionaire", the "Lender" and the "Lenders' Representative" herein used shall unless there be anything repugnant to the subject or context include the respective successors, legal representatives, administrators and permitted assigns.
- (iv) This Agreement shall not be affected by reorganization of any Lender, the Concessionaire or NDMC and the successor in interest of the Lender or NDMC shall have the benefit of this Agreement.
- (v) Any dispute, difference or claim arising out of or in connection with or in relation to this Agreement which is not resolved amicably shall be decided finally by arbitration by a Board of Arbitrators comprising of a nominee of each party to the dispute. Such arbitration shall be held in accordance to and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The arbitrators shall issue a reasoned award. The venue of such arbitration shall be New Delhi. The Award shall be final and binding on the Parties. The Parties agree and undertake to carry out the award of the arbitrators (the "Award") without delay.
- (vi) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder. The Courts in N.C.T of Delhi alone shall have jurisdiction over all matters arising out of or relating to the arbitration agreement contained herein or proceedings arising out of or relating to the arbitration proceedings there under.
- (vii) The consultation, recommendation or approval of the Lenders' Representative under this Agreement shall always be taken as consultation, recommendation or approval of every concerned Lender and each such Lender shall be bound by the same.
- (viii) This Agreement shall be in addition to and shall not be in derogation of the terms of the Financing Documents.
- (ix) It shall not be necessary for the Lender(s) or the Lenders' Representative to enforce or exhaust any other remedy available to them before invoking the provisions of this Agreement.
- (x) No amendment, variation or modification to this Agreement shall be valid and effectual unless made in writing and executed by the duly authorized representatives of all the Parties hereto.
- (xi) All stamp duties or other imposts and charges as are applicable on this Agreement or on amendment of the Concession Agreement or execution of fresh Concession Agreement for the purpose of substitution as aforesaid, irrespective of the Lenders making such payment for the time being, shall be borne by and be to the account of the Concessionaire.

- (xii) The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the Concession Agreement and this Agreement shall be read together and construed harmoniously. The terms of this Agreement shall prevail in the event of any inconsistency with the Concession Agreement.

SCHEDULE I

PARTICULARS OF FINANCIAL ASSISTANCE.

Name and Address of the Lender	Nature and Amount of Financing Assistance

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS HEREUNTO ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED.

SIGNED AND DELIVERED ON BEHALF OF

BY: _____

Name:

Title:

SIGNED AND DELIVERED ON BEHALF OF

NDMC

BY:

Name:

Title:

SIGNED AND DELIVERED ON BEHALF OF THE
LENDERS----- SET FORTH IN SCHEDULE I

BY:

Name:

Title:

**Note: This is only a Draft Substitution Agreement. NDMC reserves the right to
change/add/modify the terms and conditions at the time of signing the Substitution Agreement**

CONCESSION AGREEMENT

BETWEEN

NEW DELHI MUNICIPAL COUNCIL

And

(CONCESSIONAIRE)

For

**PPP Project for the collection and transportation
of Municipal Solid Waste in selected
NDMC circles**

_____ 2014

POWER OF ATTORNEY

Director (Project)
Room No. 7008, 7th Floor,
Palika Kendra, N.D.M.C.
New Delhi – 110001.

We _____, represented by its
_____.

Whereas, we have been awarded the work for “The Collection & Transportation of Municipal Waste in Selected NDMC Circles” and whereas we are authorizing _____, to sign the concession agreement of this project. He/She is our Power of Attorney holder to sign the agreement and all other related documents for this project.

In witness thereof we have put our hand and seal of the Power of Attorney on this _____ day of _____ at _____.

For _____

SPECIMEN SIGNATURE OF OUR ATTORNEY

CONCESSION AGREEMENT

This AGREEMENT entered into on this the _____;

BETWEEN

New Delhi Municipal Council, a body corporate constituted under the New Delhi Municipal Council Act, 1994 (hereinafter referred to as “**NDMC**” which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns);

AND

_____ (hereinafter referred to as “**the Concessionaire**” which expression shall unless excluded by or repugnant to the context, be deemed to include its permitted successors and permitted assigns),

WHEREAS:

- A. NDMC, with an objective to improve Municipal Solid Waste (MSW) management services in select circles under its jurisdiction, decided to invite private sector participation to carry out the functions of collection and transportation of MSW and Landscape Waste.
- B. Accordingly, NDMC invited proposals from eligible persons for carrying out the aforesaid activities and in response thereto, received proposals from several persons including the Concessionaire.
- C. After evaluation of the various proposals, NDMC accepted the proposal submitted by the Bidder/Concessionaire and issued Letter of Acceptance No. _____ dated _____, which was acknowledged by the Concessionaire by its letter No. _____ dated _____.
- D. The parties hereto are required to enter into an agreement being these presents to record the terms, conditions and covenants hereof.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

“Affected Party” shall mean the Party claiming to be affected by a Force Majeure Event in accordance with **Article 8**.

“Agreement” shall mean this Agreement including schedules hereto, as of the date hereof and includes any amendments hereto made in accordance with the provisions hereof.

“Applicable Law” shall mean all laws in force and effect as of the 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 of record,

as may in force and effect during the subsistence of this Agreement and applicable to the Project/Concessionaire.

“Applicable permits” shall mean all clearances, permits, authorizations, consents and approvals required to be obtained and maintained by the Concessionaire under Applicable Law, in connection with the Project, an indicative list of which is given in **Schedule G**.

“Appointed Date” Shall mean the date of this Agreement.

“Arbitration Act” shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

“Area of Operations” shall mean the circles/areas specified in the circle maps issued by NDMC and set out in **Schedule A**.

“Awareness Campaign” shall have the meaning ascribed to it in **Schedule D**.

“Bidder” shall mean the _____

“Biodegradable MSW” shall have the meaning as ascribed to it under the MSW Rules and shall not include landscape Waste

“Book Value” shall mean the capital costs incurred by the Concessionaire for the Project, net of accumulated depreciation computed on straight line basis in accordance with the rates specified in Companies Act, 1956 and as determined by an independent firm of chartered accountants mutually agreed upon and appointed by the Parties. Since the Concession Agreement is for 10 years, the rate of Depreciation shall be 10% p.a.

“Change in Law” shall have the meaning ascribed to it in **Article 8.5**.

“COD for Collection & Transportation Facilities” shall mean the commercial operations date of the Project which shall be the date on which the Concessionaire actually starts the lifting of MSW from the NDMC Area subject to placing of total number of Garbage Trolleys required for the Project and issuance of the Readiness Certificate from the Independent Consultant/MOH for the same.

The concessionaire shall be required to achieve COD within 6 months of signing the agreement. Peaceful possession (free from encumbrance) of the

land/space required for implementing the project shall be handed over by the NDMC within 10 days of signing the agreement.

"COD for Transfer Station" shall mean the date on which the civil work and other infrastructure proposed by the concessionaire has been completed/installed at the Transfer Station. The concessionaire shall be required to achieve COD for Transfer Station within one year of signing the agreement. Peaceful possession (free from encumbrance) of the land/space required for constructing the transfer station shall be handed over by the NDMC within 10 days of signing the agreement.

"Concession" shall have the meaning ascribed thereto in **Article 2.1**.

"Concession Period" shall have the meaning ascribed to it **Article 2.2**.

"Construction Works" shall mean all modifications, structural changes and renovation work to the Existing Project Facilities and construction/procurement of New Project Facilities, required to be undertaken by the Concessionaire, in conformity with the Design and Construction Requirements.

"Design and Construction Requirements" shall mean the requirements as to the design of the New Project Facilities as set out in **Schedule C**.

"Emergency" shall mean a condition or situation that is likely to endanger the security of individuals on or about the Project Facilities or Landfill Facility or Treatment Facility or that, which poses an immediate threat of material damage to the Project Facilities.

"Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project or other Project Facilities.

"Event of Default" shall have the meaning ascribed there to in **Article 9**.

"Existing Project Facilities" shall mean collectively the facilities set out as Existing Project Facilities in **Schedule A**.

"Force Majeure" or **"Force Majeure Event"** shall have the meaning ascribed thereto in **Article 8**.

“Transfer Station” shall mean such receptacles modified or built in conformity with Design and Construction Requirements, and utilized by the Concessionaire to store/compact MSW, prior to transfer of the same to the Landfill Facility and/or Treatment Facility.

“Good Industry Practice” shall mean 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 from a skilled and experienced Person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a project of the type similar to that of the Project.

“Government Agency” shall mean Government of India, Government of the National Capital Territory of Delhi, Municipal Corporation of Delhi, NDMC or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central state, or local, having jurisdiction over the Concessionaire, Area of Operations, Landfill Facility, Treatment Facility or any part thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“Handback and Transfer Requirements” shall have the meaning ascribed thereto in **Article 10**.

“Hazardous Waste” shall have the meaning ascribed to it in the Hazardous Wastes (Management and Handling) Rules, 1989.

“Implementation Period” shall mean the period from the Appointed Date to COD.

“Independent Consultant” shall mean a reputed Person/Agency appointed in accordance with **Article 4** to undertake and carry out the duties, responsibilities, services and activities set out in **Schedule E**.

“Landfill Facility” shall mean the facility/Land described as Landfill Facility in **Schedule A**.

“Landscape Waste” shall mean leaves, tree trimmings, branches, stumps, grass, shrubbery, garden waste, yard trimmings or any other plant droppings deposited on the roadsides.

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

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

“Municipal Solid Waste” or **“MSW”** shall have the meaning ascribed thereto in the MSW Rules 2000, and shall not include Landscape Waste.

“MSW Rules 2000” shall mean the Municipal Solid Waste (Management and Handling) Rules, 2000 made pursuant to the provisions of the Environment (Protection) Act, 1986 and includes any amendment thereto as in force from time to time.

“NDMC Act” shall mean the New Delhi Municipal Council Act, 1994 and includes any amendment thereto or replacement or re-enactment thereof, as in force from time to time.

“New Project Facilities” shall mean collectively the facilities set out as New Project Facilities in **Schedule B**.

“Non-Bio degradable MSW” shall mean all substances other than the Biodegradable MSW but shall not include Landscape Waste, construction debris, Hazardous Waste and recyclable substance.

“O&M Requirement” shall mean the requirements as to operation and maintenance of the Project set out in **Schedule D**.

“Operations Period” shall mean the period commencing from COD and ending at the expiry of the Agreement or on Termination.

“Operation Plan” shall have the meaning ascribed to it in **Article 5.3**;

“Parties” shall mean the parties to this Agreement and **“Party”** means either of them, as the context may admit or require.

“Performance Security” shall mean the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with **Article 5.1**.

“Person” shall mean (unless other wise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.

“Project” shall mean design, engineering, procurement, construction, operation and maintenance of the Project Facilities and collection, transportation and disposal of MSW and Landscape Waste in accordance with the provisions of this Agreement.

“Project Facilities” shall mean collectively the Existing Project Facilities and the New Project Facilities.

“Remuneration” shall have the meaning ascribed to it in **Article 4.2**.

“Rupees” or “Rs.” shall mean the lawful currency of the Republic of India.

“Schedule Project Completion Date” shall mean 6 months maximum from the Appointed Date.

“Tax” shall mean and includes all taxes, fees, cess, levies that may be payable by the Concessionaire under the Applicable Law.

“Termination” shall mean termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement due to efflux of time in the normal course.

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

“Termination Notice” shall mean the notice of termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

“Tests” shall mean the tests to be carried out in accordance with the Design and Construction Requirements and O&M Requirements and “Testing” and “Tested” shall be constructed accordingly.

“Tipping Fee” shall mean the amounts payable by NDMC to the Concessionaire in accordance with **Article 7**.

“Tipping Fee Rate” shall mean the amounts payable per tonne of MSW.

“Tipping Fee Statement” shall have the meaning ascribed thereto in **Article 7**.

“Treatment Facility” shall mean the facility described as Treatment Facility in **Schedule A**.

“Waste Inspection Area” shall mean the area marked for dumping of MSW before it is sent for land filling / disposal.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- (b) references to Applicable Law shall include the laws ,acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (d) the heading are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words ‘include” and “including” are to be constructed without limitation;
- (f) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- (g) the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;

-
- (h) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
 - (i) References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
 - (j) Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by a Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
 - (k) Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates;

ARTICLE 2 CONCESSION

2.1 Grant of Concession

Subject to and in accordance with the terms, conditions and covenants set forth in this Agreement, NDMC hereby grants and authorizes the Concessionaire to (i) investigate, study, design, engineer, procure, finance, modify, construct, operate, maintain and transfer the Project Facilities (ii) collect Municipal Solid Waste from street corner bins (“Street Corner Bins”), auto tippers and garbage stations (“Garbage Stations”) within the Area of Operations, in accordance with Applicable Law and to transport and deliver at the Landfill Facility and / or Treatment Facility (iii) collect, transport and deposit the Landscape Waste at Treatment/Landfill Facility and (iv) exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement (“the Concession”)

2.2 Concession Period

The Concession hereby granted is for a period of **Ten (10) years** from

the COD or until Termination thereof in accordance with the terms of this Agreement (“Concession Period”).

Provided that in the event of Termination, the Concession Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date. With the consent of both the parties, the concession agreement can be further extended for two years on the same rates, terms and conditions.

2.3 Acceptance of Rights

In consideration of the rights, privileges and benefits conferred upon the concessionaire by NDMC and other good and valuable consideration expressed herein, the Concessionaire hereby accepts the Concession and agrees and undertakes to implement the Project and perform/discharge all its obligations in accordance with the provisions hereof.

2.4 Exclusivity of the Concession

The Concessionaire shall be the sole and exclusive person entitled to undertake the Project in the Area of Operations and NDMC agrees that no agreement or arrangement permitting such activities by any other party shall be entered into by NDMC during the Concession Period.

ARTICLE 3

HANDOVER OF EXISTING PROJECT FACILITIES

3.1 Handover of Existing Project Facilities

NDMC shall, within a period of 10 days from the Appointed Date, allow the Concessionaire necessary access to the Existing Project Facilities to start with the implementation / construction activities.

3.2 Rights, Title and Use of Project Facilities

- a) The Concessionaire shall have the right to the use of Project Facilities in accordance with the provisions of this Agreement.

-
- b) The Concessionaire shall not without prior written approval of NDMC, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

3.3 Peaceful Possession

NDMC hereby warrants that the Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the Project Facilities during the Operations Period.

ARTICLE 4

INDEPENDENT CONSULTANT

4.1 Procedure for Appointment

- a) NDMC shall prior to the execution of this Agreement invite application for appointment of Independent Consultant as per the policy of the NDMC and NDMC shall endeavour to complete the process of appointment of the Independent Consultant simultaneously after the date of agreement for smooth implementation of the project. The eligibility criteria, qualification parameters and scope of work of the Independent consultant are set out in **Schedule E**.
- b) The Independent Consultant shall be appointed for a period of 5 years.

4.2 Payments to Independent Consultant

All fees, costs, charges and expenses payable to the Independent Consultant in accordance with the terms of its appointment (collectively “the Remuneration”) shall be borne by the Parties as per the following:

- a. The concessionaire shall pay Rs. 50,000 plus taxes per month to the Independent Consultant during the first year. Thereafter it shall increase @ 7% p.a. on compounded basis.

b. The balance fee shall be borne by the NDMC.

e.g. If the fee is Rs. 80,000 per month. Rs. 50,000 shall be paid by the concessionaire and balance Rs. 30000 shall be paid by NDMC.

Both Parties shall pay the Independent Consultant, their respective share of the Remuneration within 15 days of receiving an invoice from Independent Consultant.

4.3 Replacement of the Independent Consultant

- (a) The Parties may replace the Independent Consultant for the time being in any of the following circumstances by giving a 30 day written notice:
 - (i) If NDMC or the concessionaire has reason to believe that the Independent consultant has not discharged its duties in a fair, appropriate and diligent manner;
 - (ii) if the Parties decide not to renew the term of the Independent consultant;
 - (iii) if, in accordance with the terms of its appointment the Independent Consultant resigns or notifies its intention not to continue as the Independent Consultant.
 - (iv) any other circumstances which in the opinion of the Parties warrants replacement of the Independent Consultant.
- (b) Subject to the attendant circumstances and unless the Parties otherwise agree, the procedure laid down in **Article 4.1** shall, as far as possible, be adhered to for replacement of the Independent Consultant, and the replacement shall be so effected as to maintain continuity in the supervision and monitoring of the Design and Construction Requirements and the O&M Requirements.

ARTICLE 5

CONCESSIONAIRE OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Concessionaire shall have the following obligations:

5.1 Performance Security

(a) The Concessionaire shall, for the due and punctual performance of its obligations relating to the Project, deliver to NDMC, simultaneous with the execution of this Agreement, an irrevocable bank guarantee from scheduled bank acceptable to NDMC, ("Performance Security") for an amount equal to 5% of the Annual Value of work to be calculated on first year tipping fee rate considering 300 MT per day as estimated MSW in favour of Secretary, NDMC.

(e.g. If first year tipping fee is Rs. 100 per MT, then the PBG amount shall be Rs. $100 * 300\text{MTPD} * 365 \text{ days} * 5\% = \text{Rs. } 5,47,500/-$) a sum of ` 25,00,000/- (Rupees Twenty Five Lakhs only).

(b) The Performance Security may be renewed on yearly basis but shall be kept valid till the completion of work or payment of final bill or peaceful handover of NDMC's Project assets(Dhalao's/WSDs/Workshop/Transfer Station) whichever is later and shall be substantially in the format provided **in Schedule F."**

Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the Performance Security if subsisting as on the Termination Date shall, subject to NDMC's right to receive or recover amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

5.2 Financing Arrangement

The Concessionaire shall at its cost, expenses and risk make such financing arrangement as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner. However, upon request of the concessionaire the department shall enter into Substitution Agreement with the Lender.

5.3 Operations Plan

-
- (a) The Concessionaire shall within 30 days from the Appointed Date, submit to the Independent Consultant and NDMC a plan (“the Operations Plan”) in conformity with the Design and Construction Requirements and O&M Requirements, containing the information as set out in **Schedule C and Schedule D** hereto.
 - (b) Within 15 days of receipt of the Operations Plan, the Independent Consultant/NDMC shall review the same and convey its comments/observations to the concessionaire on the Operation Plan, including the need, if any, to modify the same. If the comments/observations of the Independent Consultant require the operations plan to be modified, the Concessionaire shall suitably modify the Operations Plan. The Operations Plan shall be finalised with mutual consent.
 - (c) Notwithstanding any review or failure to review by the Concessionaire or the comments/observations of the Independent Consultant, the Concessionaire shall be solely responsible for the adequacy of the Operations Plan and the conformity thereof with the Design and construction Requirements and O&M Requirement and shall not be relieved or absolved in any manner whatsoever of any of its obligations hereunder.

5.4 Project Implementation

- (a) The Concessionaire shall during the Implementation Period, undertake all services relating to design, construction (including modification and renovation) and procurement listed under the scope of services in **Schedule ‘B’**, and which shall be in conformity with Design and Construction Requirements. The Concessionaire shall:
 - (i) provide Project Facilities in accordance with Design and Construction Requirements;
 - (ii) make its own arrangements for procurement of the materials required to provide the Project Facilities and in doing so secure all Applicable Permits and

-
- adhere to Applicable Law;
- (iii) adhere to the Design and Construction Requirements and achieve COD on or before the Scheduled Project Completion Date;
 - (iv) ensure that during the Implementation Period, the Construction works shall in no way hinder the storage, collection and transportation of MSW, Landscape Waste and construction debris being carried out by the NDMC during such period;
 - (v) Carry out all necessary and periodical Tests under the supervision of the Independent Consultant, for the purposes of determining that Construction Works are being undertaken and the Project Facilities have been provided in accordance with the Design and Construction Requirements. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
 - (vi) Where ever (e.g. market, public street, parks etc.)/ Whenever prescribed (festivals, event, seasons etc. at any point of time during concession period) collection and transportation of MSW will have to be carried out by the contractor at no additional charge.
 - (vii) Collection and transportation of MSW will have to be carried out by the contractor throughout the day from Markets, Public Street, Hot points / Important points mentioned by the NDMC/ as per the requirement of the NDMC time to time (**seven days in a week including holidays**) at no additional charges.
 - (viii) Infrastructure Development and furnishing of Transfer Station, collection Workshop and Parking Space are to be done by the bidder at his/her own cost. Bidder may use existing water & electricity

connections on payment of bills, as per actual, Rule & Regulations. Treated non-potable water shall be given free of cost. However, the concessionaire shall make his own arrangement for collecting water from Moti Bagh Recycled Water Filling Point or any other point within NDMC area. The bidder shall also arrange necessary infrastructure/spare parts etc. and manpower for the purpose of regular maintenance of the vehicles, machinery & equipments. The transfer stations would be designed for all weather operations and would be environmentally compatible for proximity to inhabited localities.

- (b) Upon completion of the works, the Independent Consultant/NDMC shall issue Readiness Certificate to the Concessionaire.

5.5 Suspension of Construction Works

The Independent Consultant, may, by written notice, require the concessionaire to suspend forthwith the whole or any part of the Construction Works, if in its reasonable opinion the same is being carried on in a manner that is not in conformity with Design and Construction Requirements. The Project shall be deemed to be complete and ready only when the Readiness Certificate is issued by the Independent Consultant in accordance with the provisions hereof.

Provided if COD is delayed beyond 120 days of the Schedule Project Completion Date, NDMC shall be entitled to levy a penalty @ Rs.5000/- per day till termination of the Agreement and to appropriate the Performance Security.

5.6 Operation and Maintenance

The Concessionaire shall during the Operations Period, undertake all service relating to operations and maintenance listed under the scope of service in **Schedule B** and which shall be in conformity with O&M Requirements.

- (a) In the event the concessionaire has failed to operate and maintain the

Project Facilities in accordance with O&M Requirements as notified by the Independent Consultant, and such failure has not been remedied despite a notice to that effect issued by the independent Consultant or NDMC (“Notice to Remedy”), NDMC may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to operate and maintain the Project or cause to repair and maintain the Project Facilities at the risk and cost of the Concessionaire.

The Concessionaire shall reimburse all costs incurred by NDMC on account of such operation and maintenance or repair and maintenance within 7 days of receipt of NDMC’s claim therefore.

- (b) The Concessionaire shall be deemed to be in material breach of O&M Requirements, if the Independent Consultant acting reasonable and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire:
 - (i) The maintenance of the Project Facilities or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;
 - (ii) There has been a serious or persistent let up in adhering to the O&M Requirements and thereby the Project Facilities or any part thereof is not safe for operation.

For avoidance of doubt, persistent breach shall mean:

- (i) any breach of O&M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite a Notice to Remedy in respect thereof issued by the Independent Consultant/NDMC;
 - (ii) recurrence of a breach by the Concessionaire, during the pendency of Notice to Remedy by the Independent Consultant/NDMC, requiring the Concessionaire to remedy a breach, and
 - (iii) repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to Notice to Remedy or otherwise.
- (c) Upon occurrence of a material breach of O&M Requirements, NDMC shall, without prejudice to and notwithstanding any other consequences provided therefore under this Agreement, depending upon the nature of the obligation in respect of which a material breach has occurred, be

entitled to either levy a penalty and thereafter terminate this Agreement, if such breach takes place for three consecutive months or in respect of breach of obligations by the Concessionaire which are of a more serious nature, immediately terminate this Agreement. The respective penalties for breach of O&M Requirements are set out in **Annexure 1 of Schedule D**.

5.7 Insurance

The Concessionaire shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, during the Concession Period all insurances in respect of the Project Facilities and manpower in accordance with the Good Industry Practice and have the same duly certified by the Independent Consultant. The Concessionaire shall maintain a register of entry in order of premiums paid and proof of payments made shall be submitted to NDMC whenever requested for.

5.8 Environment Compliance

The Concessionaire shall, at all times, ensure that all aspects of the Project and the processes employed in the construction, operation and maintenance of the Project Facilities shall conform to the laws pertaining to environment, health and safety aspect including rules such as MSW Rules, policies and guidelines related thereto. The Concessionaire shall obtain and maintain from time to time necessary clearances from all Government Agencies.

5.9 Maintenance of Records

The Concessionaire shall maintain records of the quantum (measured in tones) of Biodegradable MSW, Non-biodegradable MSW and landscape Waste deposited at the Landfill Facility and the Treatment Facility and other records required to be maintained in terms of the O&M Requirements. Such records shall be countersigned by the Independent Consultant and monthly, quarterly and annual reports of the same shall be submitted to the Independent Consultant and NDMC in the format set out in **Schedule D**.

5.10 Weighment of MSW

The Concessionaire shall, weigh the municipal solid waste (MSW) at

the entry gate of the Landfill and / or Treatment Facility as per the requirement / MSW Rule 2000.

In case concessionaire informs about inaccuracy of the weighbridge to NDMC in writing through weighment slip(s) of some other weighbridge, the department shall verify and rectify the same within 2 days. In such cases or if weighbridge is out of order, average weight for a particular size of vehicle for the previous month shall be given.

5.11 Sale/Distribution of recyclable substances

The Concessionaire shall be free to sell or otherwise dispose of recyclable substances and other materials recovered from Municipal Solid Waste at such price and to such Persons and using such marketing and selling arrangements and strategies as it may deem appropriate.

5.12 Shareholding

The Concessionaire shall ensure that the Lead Member holds not less than 51% of its paid up equity capital of the special purpose vehicle created at all times during the Concession Period.

5.13 Applicable Permits

The Concessionaire shall, in respect of the Project, procure the Applicable Permits and be in compliance thereof at all times during the Concession Period.

5.14	General Obligations The Concessionaire shall at its own cost and expense: (a) comply with Applicable Law at all times during the Concession Period; (b) pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities, as may be applicable. (c) endeavor to sell or otherwise dispose off all recyclable substances in a manner which is not detrimental to the
-------------	---

	<p>environment.</p> <p>(d) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims from any third party and employment related liabilities of it staff employed in relation with the Project and hereby indemnifies NDMC against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall NDMC be treated as employer in this regard;</p> <p>(e) be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period;</p> <p>(f) establish a standard protocol for addressing complaints from Persons in the Area of Operations to the satisfaction of the Independent Consultant /NDMC in accordance with the O&M Requirements.</p>
--	---

5.15 No Breach of Obligations

The Concessionaire shall not be considered to be in breach of its obligation under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- (a) Force Majeure Event, subject to **Article 8.3**;
- (b) NDMC Event of Default;
- (c) Compliance with the instructions of the Independent consultant/NDMC or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder;
- (d) Closure of the Project Facilities or part thereof with the approval of the Independent Consultant /NDMC.

ARTICLE 6

NDMC's OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligation under this Agreement, NDMC shall have the following obligations:

6.1 Specific obligations

NDMC shall:

- (a) grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from NDMC under this Agreement, in connection with implementation of the Project and the performance of its obligations;
- (b) ensure the Concessionaire the use of weighbridge facility, testing equipment, Waste Inspection Area at the Landfill Facility/Treatment Facility 24 hours a day;
- (c) Shall provide required space for Transfer Station and setting up of a workshop for Garbage Vehicles & parking thereof on the free of charges basis in NDMC area / NDMC owned land (Preferably Transfer Station should be in NDMC area) within 10 days of signing the agreement.
- (d) Provide motorable roads at the Landfill site throughout the contract period.
- (e) Make timely payments as per terms of the agreement

6.2 General obligations

NDMC shall;

- (a) where appropriate provide necessary assistance to the Concessionaire in securing Applicable Permits;
- (b) observe and comply with all its obligations set forth in this Agreement.

6.3 Payment of Compensation for change in location of Landfill Facility (Compensatory Payment)

If during the Concession Period, the location of the Landfill Facility is changed resulting in a longer distance to be travelled by the Concessionaire for transportation of MSW, NDMC shall pay to the Concessionaire compensation for the additional distance travelled (“Compensatory Payment”). Compensatory Payment for each month shall be calculated as follows:

$$\text{Compensatory Payment} = D * 2/3.5 * P * T$$

Where,

D= Increase in distance from NDMC Office in kms due to change in Landfill Facility Site

P= Price of Diesel on the 1st of every month

T= Total no. of trips to New Landfill Facility in a month

ARTICLE 7

TIPPING FEE

7.1 Tipping Fee

(a) subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligation in accordance with the terms, conditions and covenants set forth in this Agreement, NDMC agrees and undertakes to pay to the Concessionaire, Tipping Fee calculated in accordance with Article 7.2.

(b) The Concessionaire shall weigh the municipal solid waste (MSW) and get it duly certified by the Independent Consultant / Authorized person of NDMC in the manner as set out in the O&M Requirements. Provided, if the weighbridge facility or the testing equipment at the Waste Inspection Area is out of order, the concessionaire shall have such weighment certified by an authorized official of NDMC and the Independent Consultant.

The Concessionaire shall, by the 5th day of every month or in case the 5th day of a month is a holiday, then on the following

working day of such month, submit to NDMC a statement (“Tipping Fee Statement”) providing the details of the MSW collected during the preceding month in the manner as set out in the O&M Requirements:

- (i) Total quantity of MSW collected by the Concessionaire during the preceding month, providing separate details of the quantity of Biodegradable MSW, Non-biodegradable MSW and Landscape Waste including daily details of the same;
- (ii) Amount of Tipping Fee for the previous month calculated in accordance with **Article 7.2 (a)**

(iii) Annual Revision of Tipping FEE: The Base Tipping Fee shall be increased annually (from the date of bid submission) with Compounding, by 7% p.a.

The Tipping Fee Statement shall be verified by the Independent Consultant and an authorized official of NDMC, with 7 days of receipt of such statement by them.

For the payment of the first month of operations, the Tipping Fee Statement, provided by the Concessionaire shall relate to period commencing from the date of occurrence of COD (for collection & transportation facilities) till the end of the month and the Tipping Fee Statement shall be submitted on the 5th day of the succeeding month.

NDMC reserves the right to instruct the concessionaire to start/commence the work with few circles and take over the balance circles within the permitted time.

7.2 Mechanism of Payment

- (a) NDMC shall, within 30 days from the date of receipt of the Tipping Fee Statement along with the bill, pay to the Concessionaire Tipping Fee in accordance with the formulae given in this sub-article.
- (b) In case the Concessionaire is required to pay Service tax/VAT- (State/Central) on the Tipping Fee received by it from NDMC, NDMC shall reimburse to the Concessionaire such tax(es), paid at the prevailing rate, upon the Concessionaire furnishing the necessary proof

of having made such payment to the appropriate Government Agency. Such payment shall be made by NDMC within 30 days of receipt of such claim.

- (c) All payments to the Concessionaire shall be made by way of ECS or the norms prevailing in NDMC. In case of delay in release of payments by NDMC beyond 30 days of submission of bill, penal interest @ SBI Prime Lending Rate shall be paid by NDMC.

ARTICLE 8

FORCE MAJEURE AND CHANGE IN LAW

8.1 Force Majeure Event

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

- (a) Earthquake, flood, inundation and landslide;
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances.
- (c) Fire caused by reasons not attributable to the Concessionaire or any of the employees, contractors or agents of the Concessionaire;
- (d) Acts of terrorism;
- (e) Strikes, labour disruptions, any other industrial disturbances or public unrest not arising on account of the acts or omissions of the Concessionaire;
- (f) war, hostilities (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war;

8.2 Notice of Force Majeure Event

-
- (a) As soon as practicable and in any case within 7 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify Independent Consultant and the other Party of the same setting out, inter alia, the following in reasonable detail:
- (i) the nature and extent of the Force Majeure Event;
 - (ii) the estimated Force Majeure Period;
 - (iii) the nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - (iv) the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- (b) The Affected Party shall during the Force Majeure Period provide to the other Party and the Independent Consultant regular (not less than weekly) reports concerning the matters set out in the preceding clause as also any information, details or documents, which the other party may reasonably require.

8.3 Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- (a) due notice of the Force Majeure Event has been given as required by the preceding Clause 8.2 (a);
- (b) the excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- (c) the Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the

Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;

- (d) the Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement;

8.4 Liability of other losses, damages etc.

Save and except as expressly provided in this **Article 8**, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

8.5 Change in Law

- (a) Change in Law means the occurrence or coming into force of any of the following, after the Appointed Date:
- (i) The enactment of any new Indian Law;
 - (ii) The repeal, modification or re-enactment of any existing Indian Law.
 - (iii) A change in the interpretation or application of any Indian law by a court of record.

Provided that Change in Law not include:

- (i) coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
 - (ii) any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public Knowledge,
 - (iii) any change in the rates of Taxes.
- (b) Relief to Concessionaire

Subject to the Concessionaire taking necessary measures to mitigate the impact or the likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the Concessionaire is obliged

to incur additional cost in excess of `25,00,000/- (Rupees Twenty Five Lakhs) in any accounting year the Parties may by mutual consent modify the terms of the Agreement, including but not limited to by way of extension in the Concession Period, so as to mitigate the impact of Change of Law.

ARTICLE 9

EVENTS OF DEFAULT AND TERMINATION

9.1 Events of Default

Event of Default means either Concessionaire Event of Default or NDMC Event of Default or both as the context may admit require.

(a) Concessionaire Event of Default

Any of the following events shall constitute an event of default by the Concessionaire (“Concessionaire Event of Default”) unless such event has occurred as a result of one or more reasons set out in **Article 5.15**:

- (i) The Concessionaire has failed to adhere to the Design and Construction Requirements and such failure, in the reasonable estimation of the Independent Consultant, is likely to delay achievement of COD beyond 90 days of the Scheduled Project Completion Date or has actually resulted in the Concessionaire not achieving COD within 90 days of the Schedule Project Completion Date;
- (ii) At any time during the Operations Period, the Concessionaire fails to adhere to the O&M Requirements and has failed to remedy the same or has failed to take any effective steps to remedy the same within 15 days of receipt of notice from NDMC;
- (iii) The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 30 days;

-
- (iv) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
 - (v) A resolution for voluntary winding up has been passed by the shareholders of the Concessionaire;
 - (vi) A resolution for voluntary winding up has been passed by the shareholders of the Concessionaire;
 - (vii) The Concessionaire has abandoned the Project;
 - (viii) The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
 - (ix) The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days;
 - (x) The Concessionaire has failed to make payment of any sum that has become due and payable to NDMC under provisions of this Agreement and such amount remains unpaid for a period beyond 90 days;
 - (xi) The Concessionaire has failed to prepare and submit reports referred to in **Schedule D** in accordance with this Agreement and such failure continues for a period of more than 60 days even after intimation by NDMC;
 - (xii) The Concessionaire has failed to ensure minimum shareholding requirements specified in **Article 5.12**.

(b) NDMC Event of Default

Any of the following events shall constitute an event of default by NDMC (“NDMC Event of Default”), unless caused by a Concessionaire Event of Default or a Force Majeure Event:

- (i) NDMC has failed to make any payments due to the Concessionaire and more than 90 days have elapsed

since such default;

- (ii) NDMC has failed to provide access to the Concessionaire to any of the Existing Project Facilities/Transfer Station/Workshop in terms of Article 3.1 and more than 15 days have elapsed since such default;
- (iii) NDMC has failed to provide access/motorable roads to the Concessionaire to the Landfill Facility or the Treatment Facility and such default persists for more than 15 days;
- (iv) NDMC has failed to ensure access to the Concessionaire for use of weighbridge facility, testing equipment, Waste Inspection Area at the Landfill Facility and /or Treatment Facility at any time during the Operations Period and more than 15 days have elapsed since such default;
- (v) NDMC is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 days of receipt of notice thereof issued by the Concessionaire;
- (vi) NDMC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.
- (vii) NDMC has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this. Agreement, and thereby caused or likely to cause Material Adverse Effect.

9.2 Termination due to Event of Default

(a) Termination for Concessionaire Event of Default

Without prejudice to any other right or remedy which NDMC may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, NDMC may terminate this

Agreement by issuing Termination Notice. Upon Termination of the agreement due to concessionaire event of default NDMC shall apart from other rights or remedies available, invoke the Performance Bank Guarantee.

(b) Termination for NDMC Event of Default

Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of NDMC Event of Default, the Concessionaire may terminate this Agreement by issuing Termination Notice.

(c) Termination Notice

The Termination Notice shall set 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.

(d) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall 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-article (f) is paid to the Concessionaire on the Termination Date and
- (iii) the Project Facilities are handed over/transferred to NDMC by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to NDMC.

(e) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, 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.

(f) Termination Payments

- (i) Upon Termination of this Agreement on account of NDMC Event of Default, NDMC shall release the Performance Security, if subsisting, and the Concessionaire shall be entitled to receive from NDMC, termination payment equal to 100% of the Book Value as on the Termination Date. All infrastructure shall be handed over to NDMC.
- (ii) Upon Termination of this Agreement on account of Concessionaire Event of Default, Concessionaire shall be entitled to receive from NDMC, termination payment equal to 90% of the Book Value as on the Termination Date.

The termination payment shall be released within 3 months from the date of termination.

9.3 Rights of NDMC on Termination

Notwithstanding anything contained in this Agreement, NDMC shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the hand over of the Project Facilities by the Concessionaire to NDMC shall be free from any such obligations.

9.4 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions 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 termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 10

HANDBACK AND TRANSFER REQUIREMENTS

10.1 Ownership

Without prejudice and subject to the Agreement, the ownership of the Project Facilities, excluding vehicles, tools, plant, machinery and equipment, shall at all times remain that of NDMC.

10.2 Concessionaire's Obligations

- (a) The Concessionaire shall at the end of the Concession Period hand back vacant and peaceful possession of the Project Facilities excluding vehicles, tools, plant, machinery and equipment to NDMC free of cost and in good operable condition.
- (b) At least 3 months before the expiry of the Concession Period a joint inspection of the Project Facilities shall be undertaken by NDMC, Independent Consultant and the Concessionaire. NDMC/Independent Consultant shall, within 30 days of such inspection prepare and furnish to the Concessionaire a list of works/jobs ("Handback and Transfer Requirements"), if any, to be carried out so as to conform to the Design and Construction Requirements and O&M Requirements. The Concessionaire shall promptly undertake and complete such works/jobs at least one month prior to the expiry of the Concession Period and ensure that the Project Facilities continue to meet such requirements until the same are handed back to NDMC.

ARTICLE 11

DISPUTE RESOLUTION

11.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, including those arising with regard to acts, decision or opinion of the Independent Consultant (the “Dispute”) shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in sub-article(b) below.
- (b) Either Party may require such Dispute to be referred to the Chairperson, NDMC and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15(fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 11.2 below.

11.2 Arbitration

(a) Procedure

Subject to the provisions of **Article 11.1**, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act.

(b) Place of Arbitration

The place of arbitration shall ordinarily be New Delhi but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearing.

(d) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

(e) Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

**ARTICLE 12
REPRESENTATIONS AND WARRANTIES**

12.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to NDMC that:

- (a) it is duly organized, validly existing and in good standing under the laws of India;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Law and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) it has the financial standing and capacity to undertake the Project;
- (e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

-
- (f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's charter documents or any Applicable Law or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
 - (g) there are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute Concessionaire Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
 - (h) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
 - (i) it has complied with all Applicable Law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
 - (j) subject to receipt by the Concessionaire from NDMC of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement, all rights and interests of the Concessionaire in and to the Project Facilities shall pass to and vest in NDMC on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Concessionaire or NDMC;
 - (k) no representation or warranty by the Concessionaire contained herein or in any other document furnished by it to NDMC or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
 - (l) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person

to procure the Concession;

- (m) Without prejudice to any express provision contained in this Agreement, the concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the Existing Project Facilities, and the information provided by NDMC, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder;
- (n) The Concessionaire also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that NDMC shall not be liable for the same in any manner whatsoever to the Concessionaire.

12.2 Representations and Warranties of the NDMC

NDMC represents and warrants to the Concessionaire that:

- (a) NDMC has full power and authority to grant the Concession;
- (b) NDMC has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes NDMC's legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- (d) NDMC has peaceful possession of project facilities.

12.3 Obligation of Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changes, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 13

MISCELLANEOUS

13.1 Assignment and Charges

- (a) The Concessionaire shall not assign in favour of any Person this Agreement or the rights, benefits and obligations hereunder, save and except with prior consent of NDMC.
- (b) The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Facilities, except with prior consent in writing of NDMC, which consent NDMC shall be entitled to decline without assigning any reason whatsoever.
- (c) Restraint set forth in sub-articles (a) and (b) above shall not apply to:
 - (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire:
 - (ii) Pledges/hypothecation of goods/moveable assets, revenue and receivables as security for indebtedness; in favour of the lenders and working capital providers for the Project;
 - (iii) Assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the lenders as security for financial assistance provided by them.

13.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at 15% per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same, unless specified otherwise in this Agreement. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in this **Article 13.2** shall neither be deemed nor construed to

authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

13.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at New Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

13.4 Waiver

(a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- (iii) shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party.

13.5 Survival

Termination of this Agreement

- (a) shall not relieve the Concessionaire or NDMC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

13.6 Amendments

The Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

13.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to NDMC:

Director (Project)
Room No. 7008, 7th Floor,
Palika Kendra, N.D.M.C.
New Delhi – 110001.

If to the Concessionaire:

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered:

- (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

13.8 Severability

If for any reason whatsoever any provision of this Agreement is or

becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

13.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

13.10 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

13.11 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

13.12 Waiver of Sovereign Immunity

Each Party hereto unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Agreement and all other agreements, contracts, documents and writings relating to this Agreement constitute private and

commercial acts and not public or governmental acts;

- (b) Consents generally in respect of the enforcement of any judgment against it in any proceedings, in any jurisdiction to the giving of any relief or the issue of any process in connection with such proceedings including without limitation the making, enforcement or execution against or in respect of any property irrespective of its use.

13.13 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITEN.

SIGNED SEALED AND DELIVERED

For and on behalf of NDMC by

Name:

Designation:

SIGNED, SEALED AND DELIVERED

For and on behalf of the Concessionaire by:

Name:

Designation:

In the presence of.

1)

2)

SCHEDULE A

DETAILS OF AREA OF OPERATIONS

The Project shall be implemented in the Circle No. 1 to 14 Area under jurisdiction of NDMC (Area of Operations), details of which are set out in the table below.

A. Details of Area of Operations

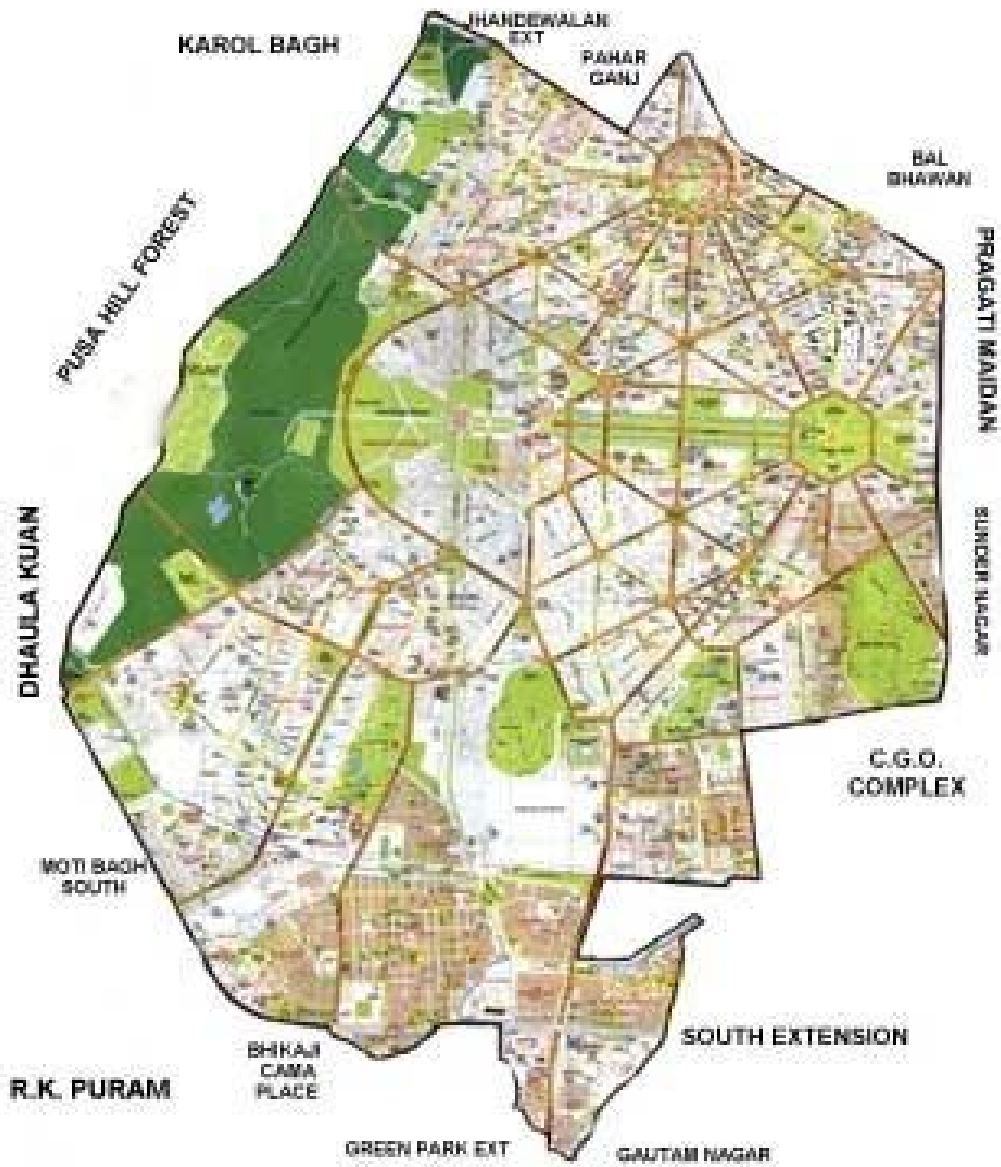
New Delhi Municipal Council limit -

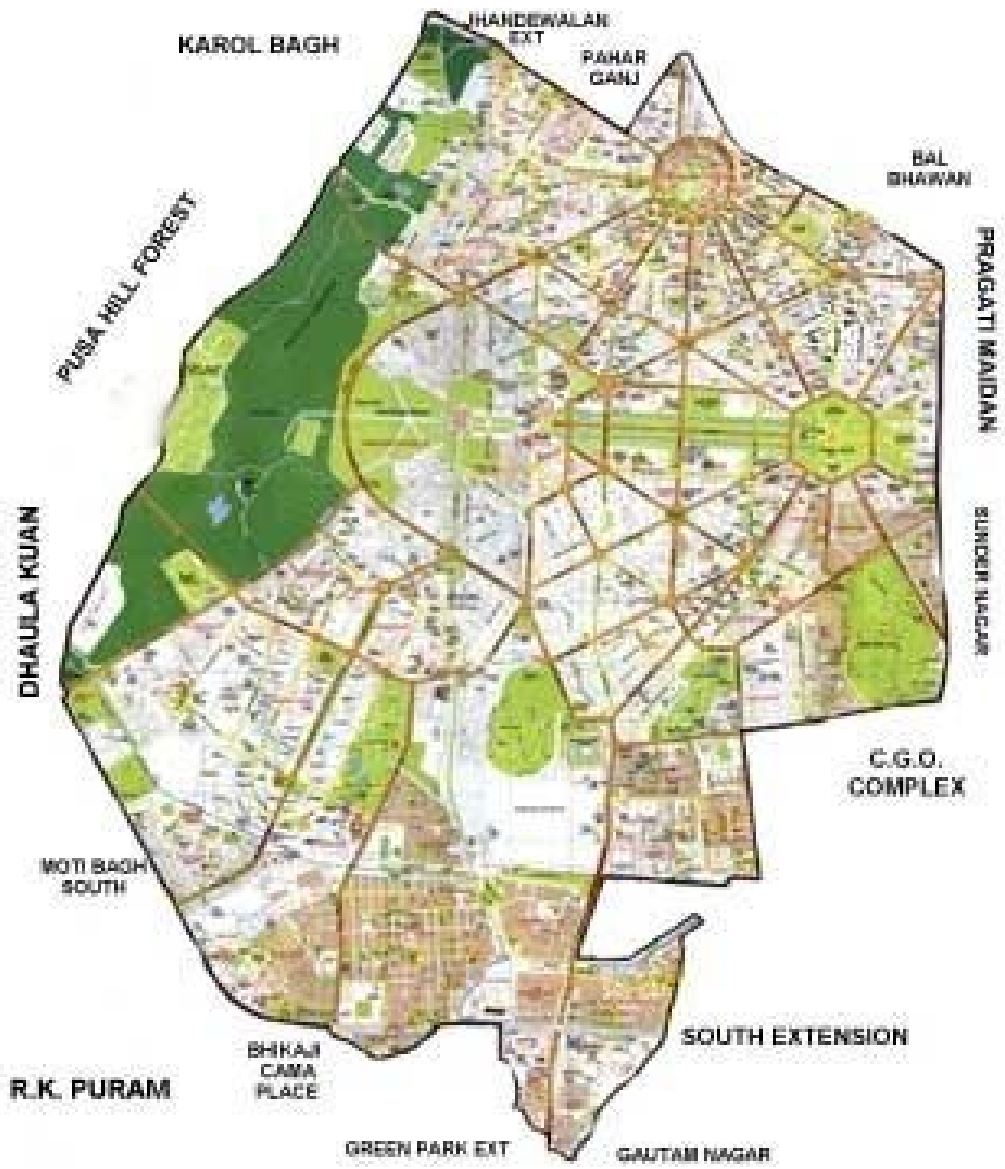
(d) Area	– 42.74 sq. km. (App.)
(e) Population	– 2.94 lakhs (App.) Fixed -10-15 lakhs per day (Visiting)
(f) Road length	–1386 km. (App.)

4.2 Estimated Approximate quantum of MSW generation in the NDMC Circles.

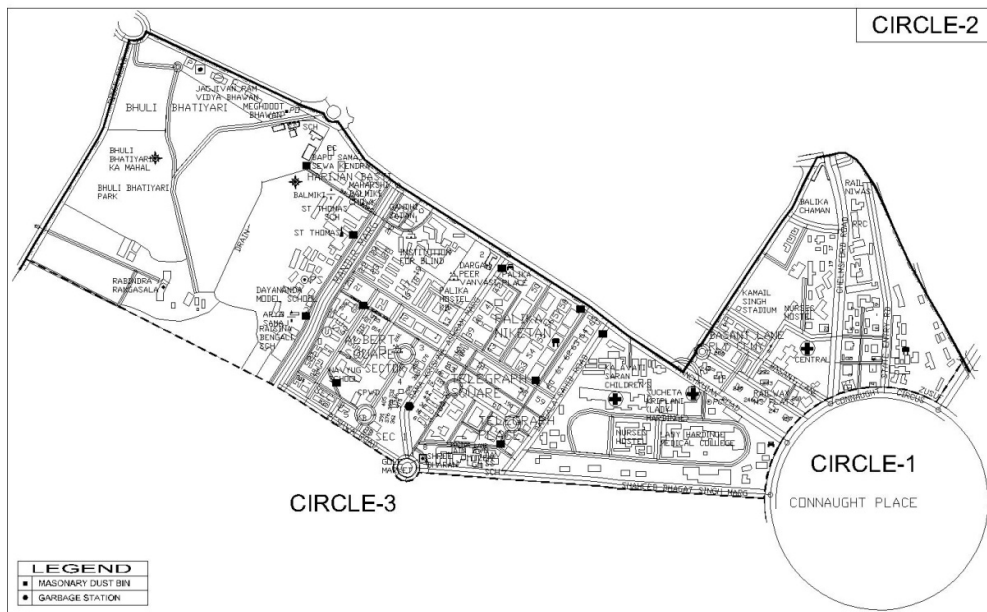
Tonnage per day = 250 – 350 MT (Approx.)

Maps of each of the mentioned circles constituting the Area of Operations are attached.

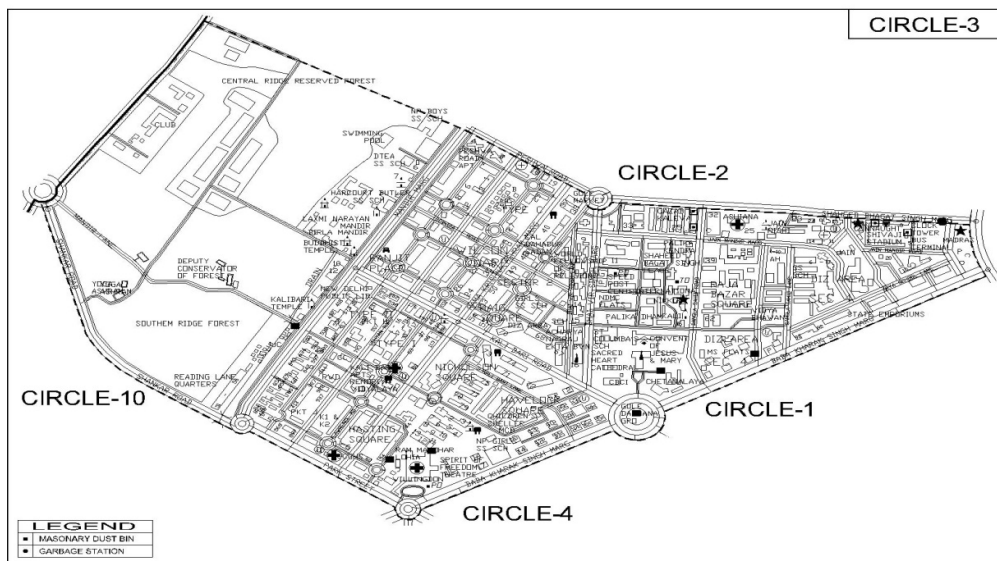




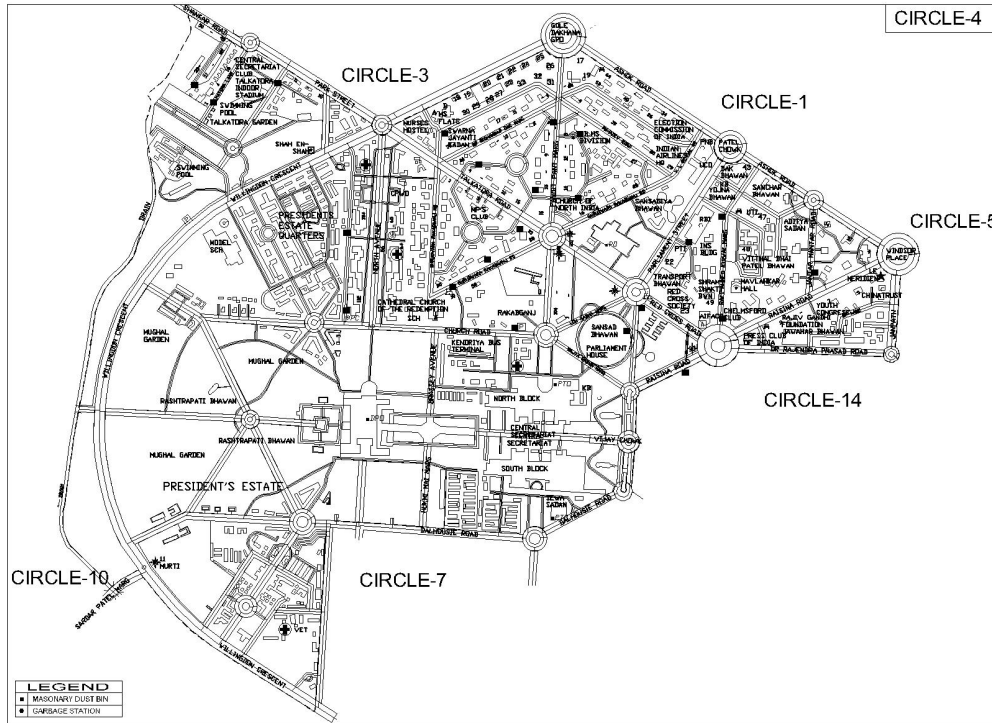
CIRCLE NO. 2



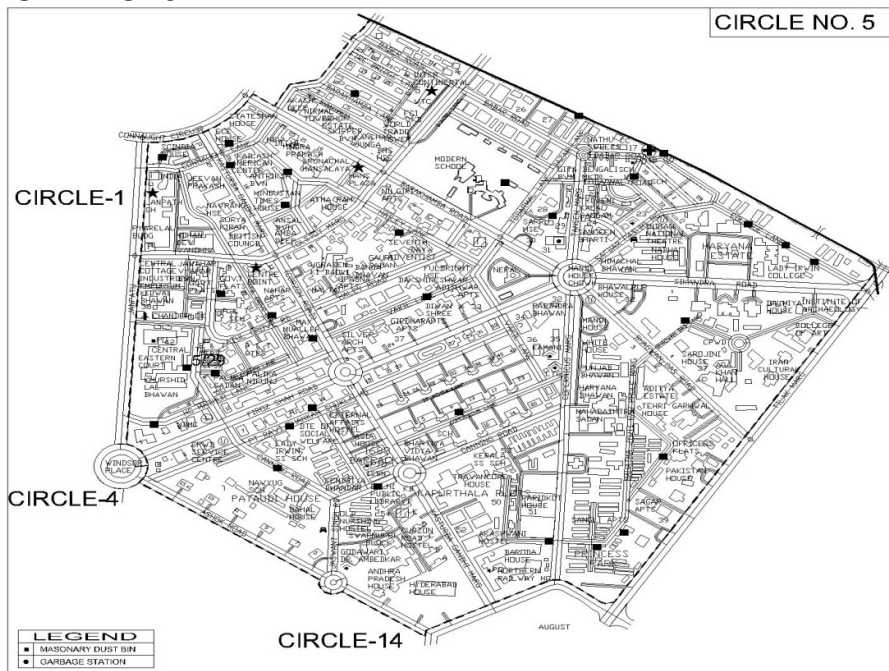
CIRCLE NO. 3



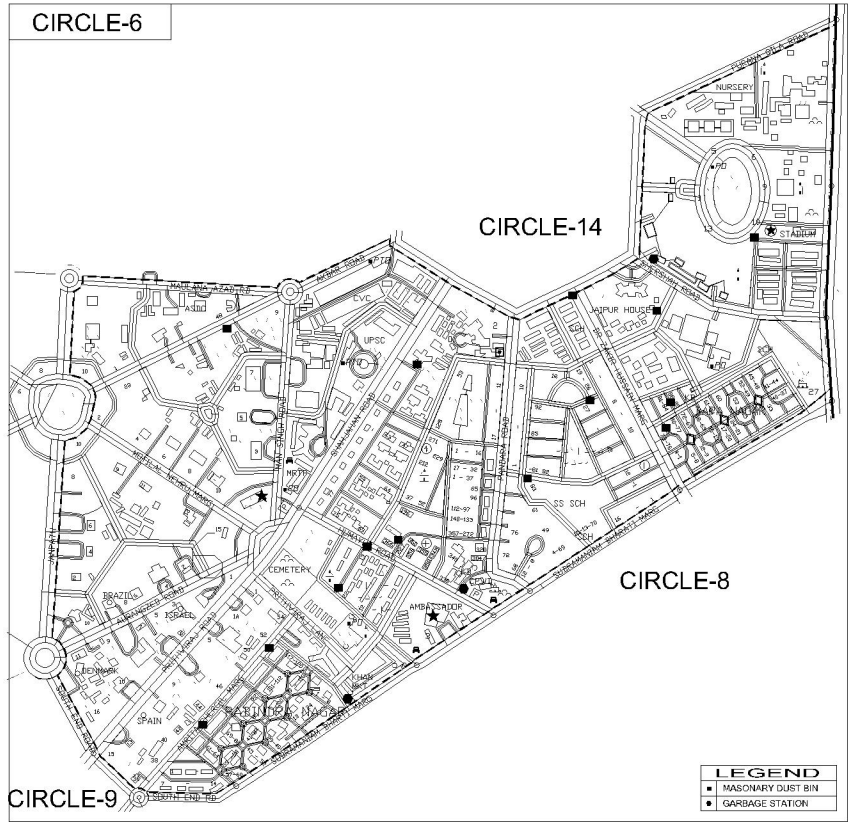
CIRCLE NO. 4



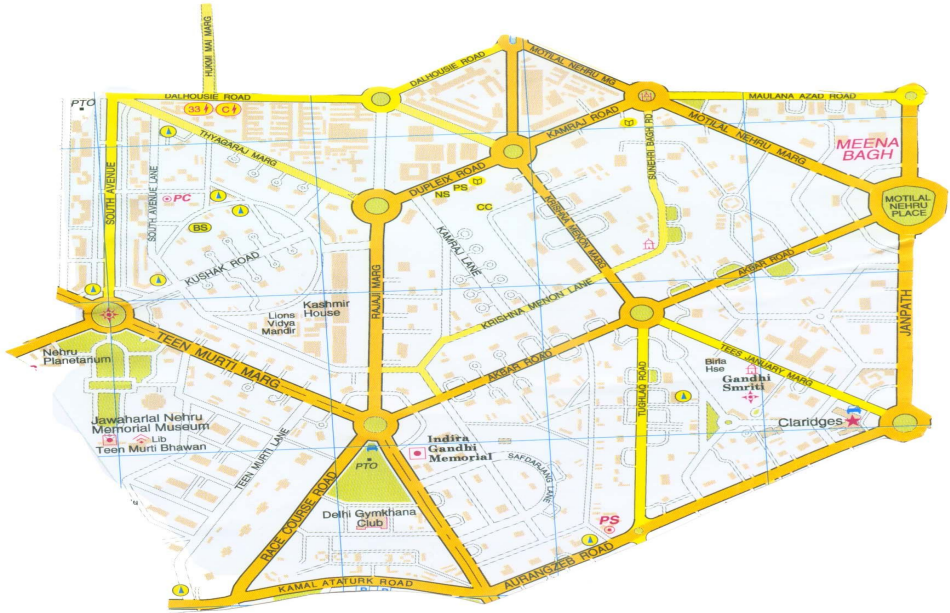
CIRCLE NO. 5



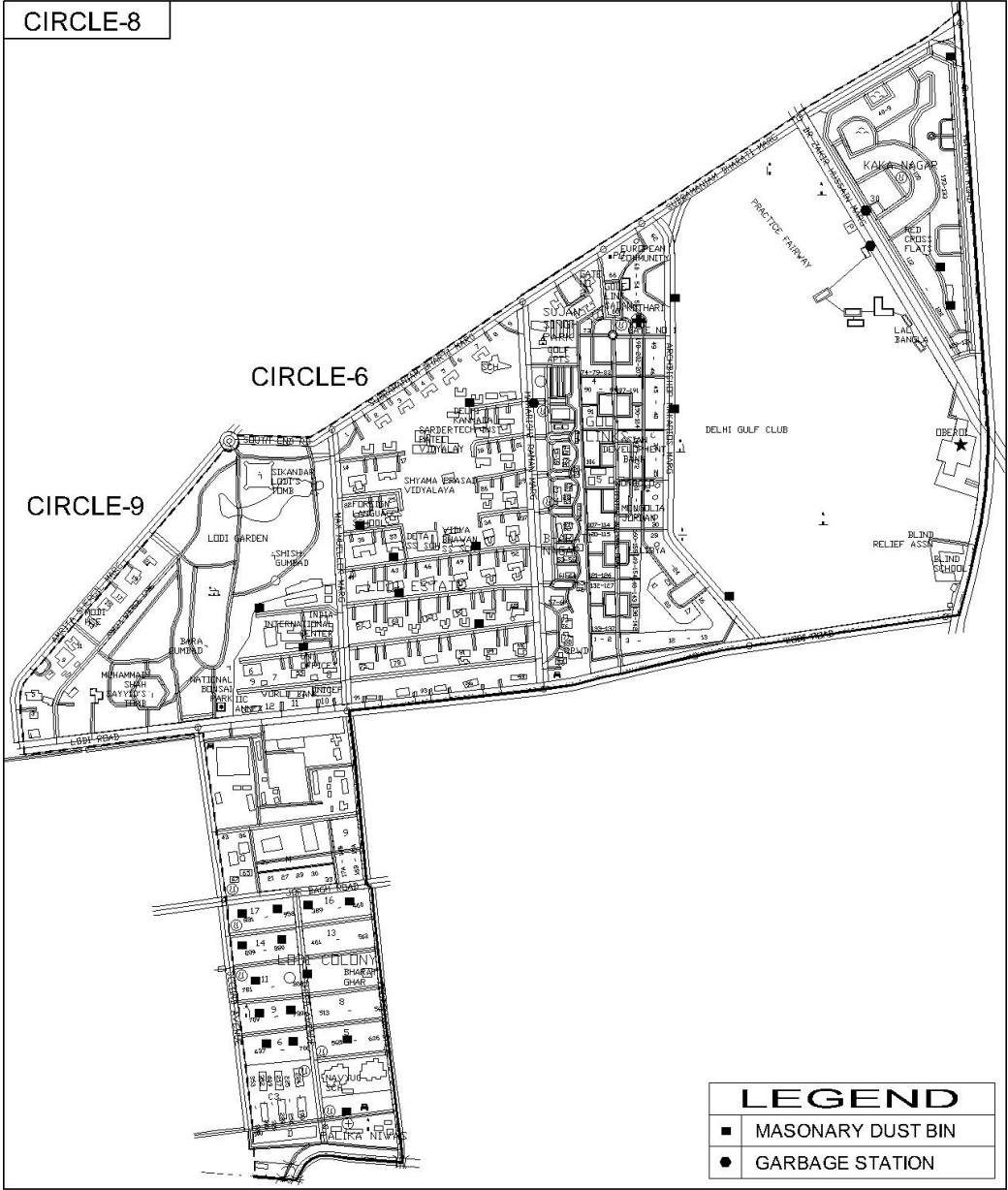
CIRCLE NO. 6



CIRCLE NO. 7



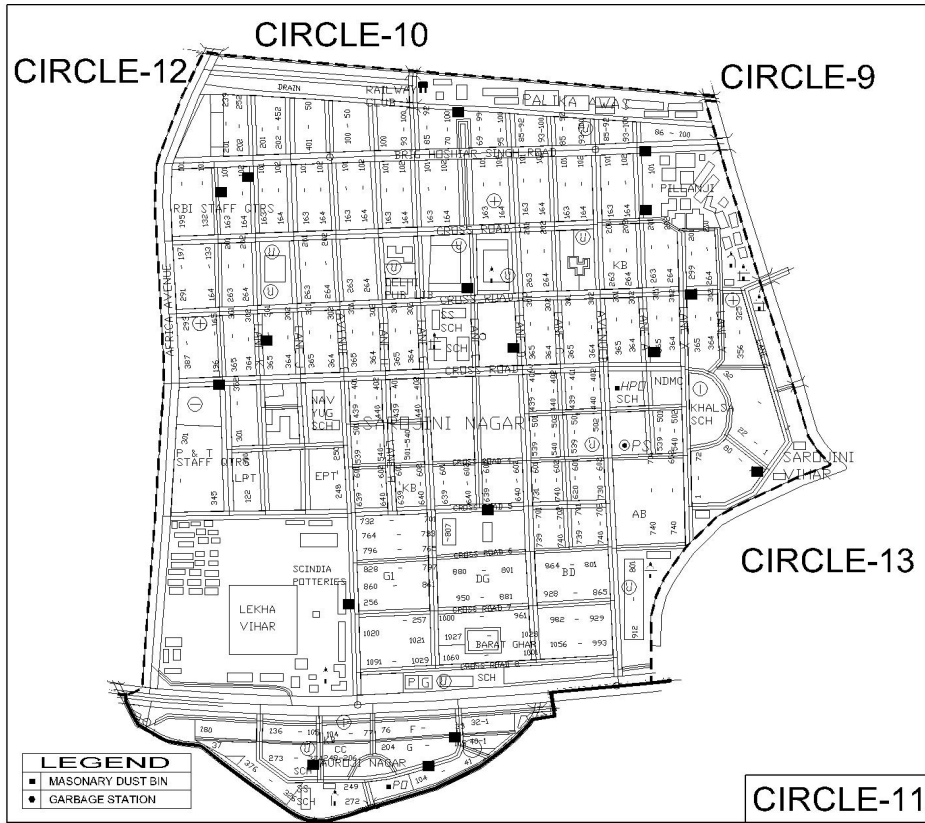
CIRCLE NO. 8



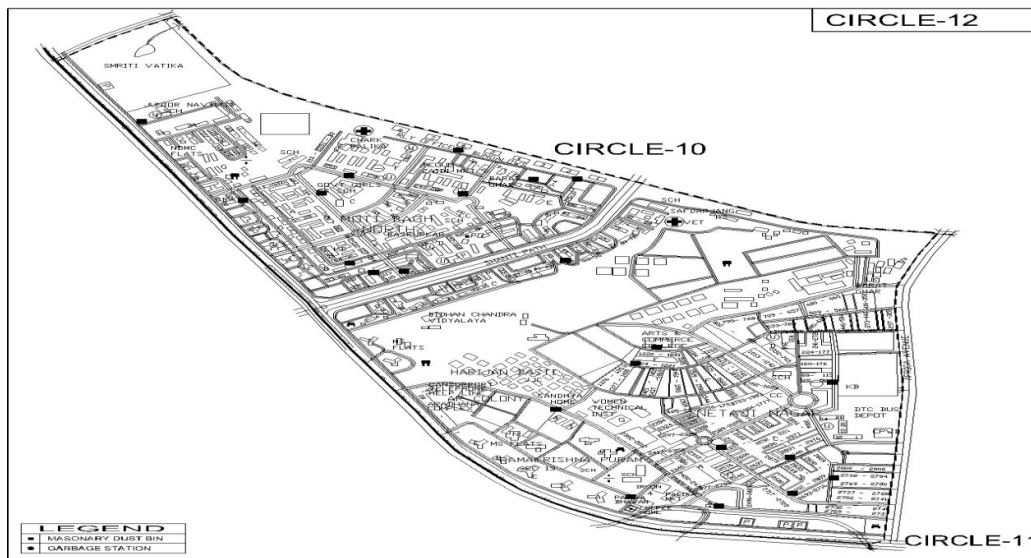
CIRCLE NO. 10



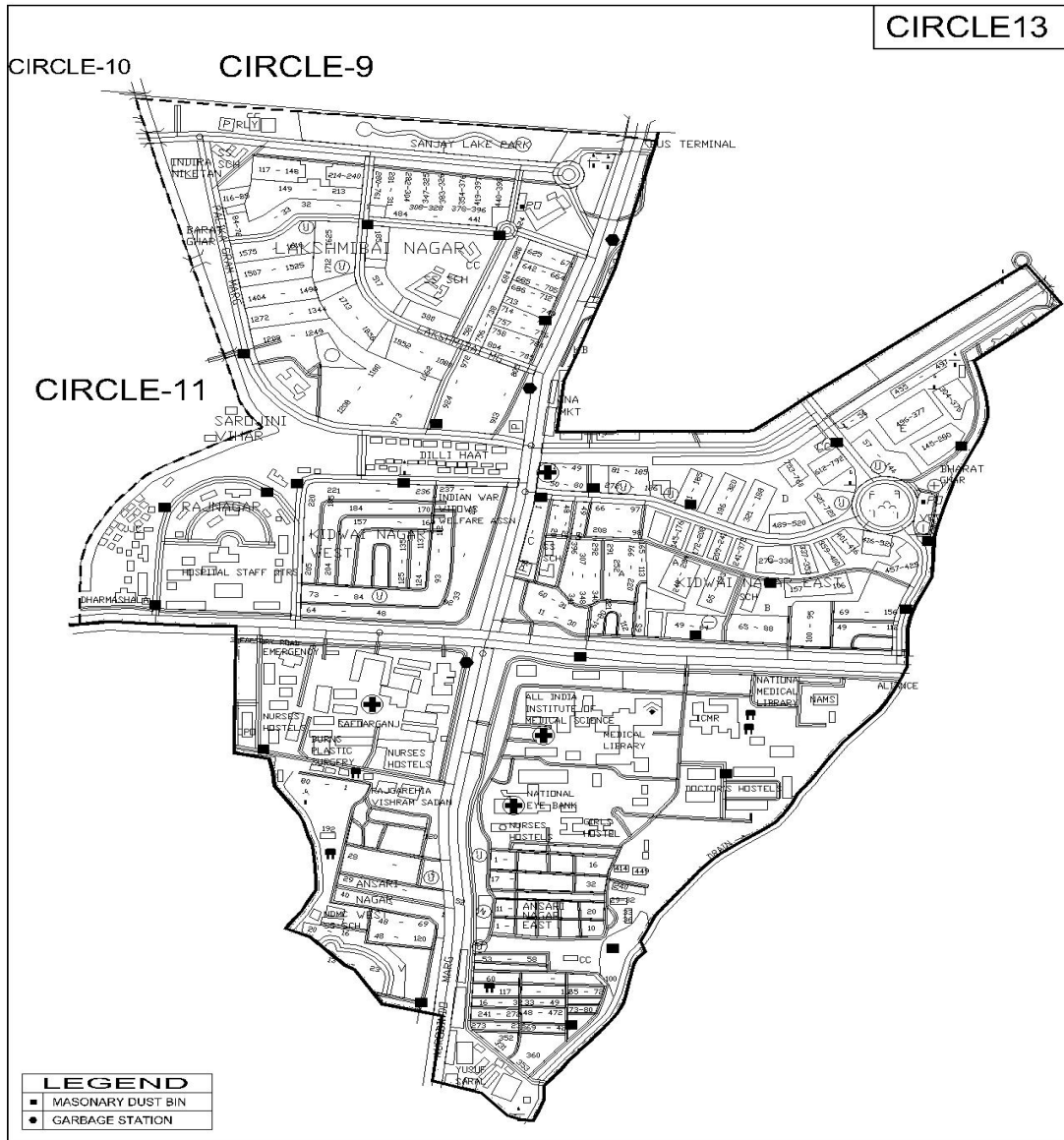
CIRCLE NO. 11



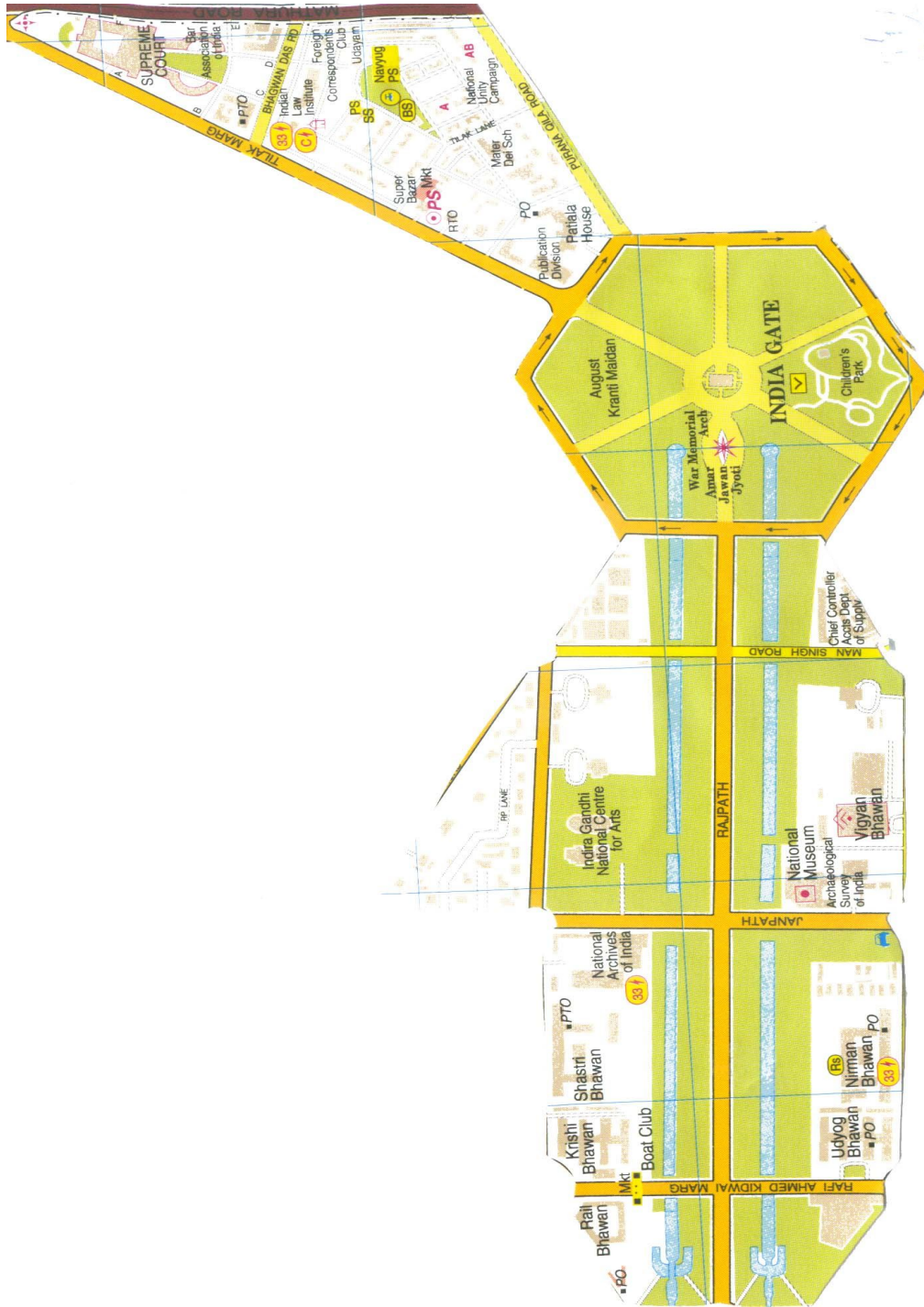
CIRCLE NO. 12



CIRCLE NO. 13



CIRCLE NO. 14



B. EXISTING PROJECT FACILITIES

B. EXISTING PROJECT FACILITIES

1 Masonry Dustbins / Garbage Trolleys / Collection Point

CIRCLE NO 1		
S.No	Location of (SCB) and MD/GS	Total Bins
1.	Western Court , Jan path Road	2
2.	BSNL , Jan path Road	3
3.	Petrol Pump , Jan path Road	2
4.	Annapurna	3
5.	Bank Of Baroda	7
6.	Palika Bazaar	9
7.	N Block	4
8.	E Block	6
9.	Odion Cinema	5
10.	Plaza B-Block, Middle Circle	6
11.	Marina	5
12.	Jai Singh Road 2nd	4
13.	NDMC Main Building (Old)	3
14.	Hanuman Mandir BOT	9
15.	Arya Samaj Mandir	3
16.	NDMC Sub Station	2
17.	Bangla SaihabLane 1	3
18.	Bangla SaihabLane 2nd	2
19.	Gurudwara Bangla Shahib BOT	5
20.	Police Line Petrol Pump	3
21.	Kothi No 7	7
22.	Jantar Mantar	2
23.	Buta Singh Chowk	4
24.	Taphar House	4

25.	Beside Imperial Hotel	1
26.	Rajnath Kothi , Ashoka Road	1
27.	Ashoka Road , Sub Way	1
28.	Shanker Market	4
29.	NDMC main Building (New)	2
	Total	112

CIRCLE 2		
S. No	Location of (SCB) and MD/GS	Total Bins
1.	Gupta Sweet	6
2.	Opp. Railway Reservation Counter , Chemesford Road , Near New Delhi Railway Station	5
3.	Arya Samaj Mandir	4
4.	Balmiki Basti	2
5.	Balmiki Temple	2
6.	Panchkuyian Road, Harijan Basti	5
7.	Community Center , Panchkuian Road	2
8.	Kalawati	7
9.	Behind R K Metro Station	6
10.	R.K. BOT	5
11.	R.K Marg SCB	5
12.	Triangle Point On RK Lane	6
13.	Navyug School, Towards Gole Market	5
14.	Behind 84-85 Block	6
15.	84-85 Block , Flats 1	4
16.	84-85 Block , Flats 2	3
G.Total		73

CIRCLE NO 3		
S.No	Location of (SCB) and MD/GS	Total Bins
1.	Baird lane Market	8
2.	Dhobi Ghat near Electric Sub Station	3
3.	Shivaji Satdium	7
4.	Sant Columbus school B V S Marg	6
5.	Front of Gurudwara B K S Marg	6
6.	Palika Dham I entry gate	4
7.	Palika Dham II near electric sub station	2
8.	Palika Dham III back side	2
9.	Mother Dairy	6
10.	Vidya Bhawan school D12 and Raja Bazar	6
11.	Raghmal school raja bazaar	4
12.	Near Connaught Place Police Station DLF Parking	2
13.	Freedom Fighter	4
14.	Multi Story Udyan Marg	4

15.	C.N.G. Udyan Marg	6
16.	front of H Block Mandir Marg	6
17.	Opp. Barat Ghar Mandir Marg (Swati)	4
18.	Subji Mandi Udyan Marg	6
19.	Phool Mandi state emporia BKS marg	6
20.	Shivaji Stadium	6
21.	Block 74 / 75	2
22.	Water Parking Kali Bari Marg	2
23.	Electricity Complaint Center Near K Type-I	2
24.	Inside H Block Mandir Marg	6
25.	Begga Tent House Udyan Marg	2
26.	R.M.L hospital gate no. 6	6
27.	Mother Dairy G.Point	2
28.	G. Point (Civil) enquiry	2
29.	N.P. Havelock Square	2
30.	N.P Senor Sec. School Jhuggi Jhopadi I	2
31.	N.P Middle School Bhai Veer Singh Marg	6
32.	Near Shiv Mandir Bhai Veer Singh Lane	6
	G.Total	138

Circle 4		
S.No	Location of (SCB) and MD/GS	Total Bins
1.	Raffiq Marg Corner 1st	6
2.	Raffiq Marg Corner 2nd	6
3.	Street No 18 Behind Hotel Le Maridian	6
4.	Janpath Road	4
5.	R.P. Line	6
6.	Janter Manter (Inside)	5
7.	Aditya Sadan	4
8.	UCO Bank	2
9.	Behind Akaswani, Imtiz Khan Road	2
10.	ASI Office	2
11.	Dhobi Ghat no 6	4
12.	Pandit pant Marg	2
13.	Centrel Sectriate	4
14.	Charch Road	3

15.	Gurdvara	6
16.	GRG Road	1
17.	North Avenue Road I	1
18.	North Avenue Road I	2
19.	Police Guard Lane Point I	2
20.	Police Guard Lane Point II	2
21.	Post Office Point I	1
22.	Post Office Point II	2
23.	Post Office Point III	2
24.	C.P.W.D. Point I	3
25.	C.P.W.D. Point II	3
26.	Dispensary Point I	2
27.	Dispensary Point II	3
28.	Talkatora Lane Point I	1
29.	Talkatora Lane Point II	1
30.	Mother Teresa Road Point I	2
31.	Talkatora Stadium	8
32.	Park Lane	4
33.	T.K.S.G	2
34.	Ghat No 4	8
35.	Dhobi Ghat no 5	7
36.	Talkatora Road	2
37.	Suie wali Gali	4
38.	P.M. House	0
39.	N.X.C.	0
40.	Shastri Bhawan	3
41.	Kirsi Bhawan	2
	Total	130

CIRCLE NO 5		
S.No	Location of (SCB) and MD/GS	Total Bins
1.	Akash Deep Building	11
2.	Shanker Market	4
3.	FCI	7
4.	Coco- cola	3
5.	Railway Fly Over	4
6.	Bara Khamba Fly Over	5
7.	Modern School , Bara Khamba Road	2
8.	Babar Road , School Lane	1
9.	Bengali market (Todarmal Lane)	4
10.	Tara Dustbin	7
11.	Gomati Apartment	8
12.	Todar mal Lane kothi No.-14	8
13.	N.P School Babar Road	6
14.	College Lane (1 to 5)	4
15.	College Lane(13 to 17)	3
16.	College Lane (30 to 36)	3
17.	Sikkender Lane	4
18.	Sikkender Road	1
19.	Himachal Bhawan	2
20.	Naba House, Sikander Road	3
21.	Bhagwan Dass Road(White House)	2
22.	Bhagwan Dass Lane	6
23.	Sangli Mess Raod	4
24.	Sangli Mess Raod , Dustbin	5
25.	Pakistan Embassy	6
26.	Sangli Mess Main Dustbin	9
27.	Faridkot Lane, Dustbion	5
28.	Faridkot Lane (Maharastra CPWD)	2
29.	Haryana Bhawan	9
30.	K.G Marg, Near Gole Masjid	2
31.	K.G Marg Point 1	3
32.	K.G Marg Point 2	2
33.	Shri Ram Plot	16
34.	Anna ka Dustbin, Behind Hindustam times Building	15
35.	Hindustan Times	7
36.	Sindhiya House	9
37.	Vandna Building	13

38.	Chander Lok Building	5
39.	M.O.H Point	5
40.	B.S.N.L Building	3
41.	Atul Grover Road	6
42.	Telegraph Lane , Dustbin	6
43.	Harishchand Mathur Lane	6
44.	Wakil Lane , K.G Marg side	6
45.	Wakil Lane ,Dustbin	8
46.	Hali Lane	2
47.	Bawri Dustbin	13
48.	FerojSaha Road	3
49.	Jaswant lane, H. House	2
50.	Jaswant Lane , Dustbin	12
51.	Lady Irwin , School	4
52.	Canning Lane , Kothi No 1	5
53.	Navyug School	3
54.	Canning Lane ,Dustbin	6
55.	Ravi Sankar Lane ,Dustbin	6
56.	Pandit Ravi Sankar lane , Kothi No 42	7
57.	BRM Lane , Dustbin	7
58.	BRM Lane ,Near Hostel	1
59.	Coper Nicus Lane , Kothi no 18	5
60.	Coper Nicus Lane , Dustbin	4
61.	R.P Lane	7
	Total	336

CIRCLE NO 6		
S.no	Location of (SCB) and MD/GS	Total Bins
1.	BOT Shershah suri marg, High Court	6
2.	Gate No 8 , High Court	2
3.	CII- 72	2
4.	CII - 79	2
5.	Dhobi Ghat	5
6.	CII -1	1
7.	CII -20	1
8.	CI -21	2
9.	CI -39	2
10.	Nirmal Primery School	3
11.	Pandara Market	6
12.	Gate NO B 6	1
13.	Mother Dairy Pandara Road	1

14.	Gate No 2	2
15.	Back of AB 98	1
16.	MS Flat (Kali Building)	4
17.	9, Bikaner House	1
18.	AB 92 , Shajhan Road	2
19.	AB 81	1
20.	C-II-76 Humayun Road	1
21.	Block A Gate no 4	1
22.	RS Modern School , Main Gate	2
23.	E Type Flat, Block A 164	3
24.	DII Type Flat 356	2
25.	E Type B 37	1
26.	E Type B 90	2
27.	E Typr A 66	2
28.	E Type A 133	1
29.	Pandara Road main gate	2
30.	Jodhpure House	6
31.	DII 312	1
32.	Pandar Park 1st Point	2
33.	AB 9	1
34.	CI /16	2
35.	CI -12A Back	1
36.	CI -34	2
37.	Govt. Boys ,Sce School	3
38.	DII 1	1
39.	CGHS Dispensary, Back Side Dustbin	6
40.	CI /1	3
41.	Gate No 10 , Humayun Road	1
42.	DII/70, Pandara Road	2
43.	Mother Dairy Pandara Road	2
44.	DII/50, Pandara Road	2
45.	N.Primary School , Pandara Road	4
46.	Khan market BOT	7
47.	Beda, Near J.J.Camp P R Lane New Delhi	6
48.	NDMC Mini Market	0
49.	Barat Ghar	4
50.	Sujan Singh Park	3
51.	Kaila Mandir Humayun Road Fire Office	2
52.	B.P Pump House (Sahjahan Road)	3
53.	UPSC Main gate	1
54.	Back Side UPSC Point 1	4
55.	UPSC Street Point 2	5

56.	UPSC Street Point 3	6
57.	Jaishalmer House	6
58.	Jamnagar House	4
59.	Mina Bagh Flats , Maulana Azad Road	4
60.	Akbar Road Opp Sonia Gandhi	7
61.	Dharbanga Lane 1st Point	1
62.	Dharbanga Lane 2nd Point	2
63.	Dharbanga Lane Taxi Stand	1
64.	Vidut Bhawan	8
65.	15/B Motilal Nehru Marg	10
66.	Phool Mandi	2
67.	Auranjab Road	1
68.	Vidut Bhawan	8
69.	Sandired Iseland	1
70.	Jammu & Kashmir House	2
71.	Bibal Bhawan , Amrita Sergil Road	2
72.	2nd Point Amtita Sergil Road	3
73.	Gate No 6 Ravinder Nagar	4
74.	Gate No 5 Ravinder Nagar	4
75.	DI Flat 52 to 49	1
76.	DI Flat 36 to 33	1
77.	Gate NO 2 Ravinder Nagar	1
78.	DI Flat 24 to 21, Ravinder Nagar	2
79.	Gate No 7 Ravinder Nager	1
80.	Taxi Stand Amrita Sergil Road	3
81.	CI /18, Humayun Road	1
82.	BOT Humayun Road	4
83.	12 Janpath New Delhi	5
84.	Vice President House, 6 Maulana Azad Road	6
85.	Jaisalmer House 26 Man Singh Road	5
86.	2, Moti Lal Nehru Place (VPA Office)	4
	Total	246

CIRCLE NO 7		
S.No	Location of (SCB) and MD/GS	Total Bins
1	Maulana Aajad Road Red Light	2
2	Maulana Aajad Road	Nil
3	Maulana Azad Road Market	Nil
4	Motilal Nehru Marg Point 1	Nil
5	Motilal Nehru Marg Point 2	2
6	K. Kamraj Marg Near Metro Station	3
7	Raja ji Marg	Nil
8	Sunahri Bagh	1
9	Sunehri Bagh road	Nil
10	Birla House	3
11	30 Jan Lane Taxi Stand	3
12	30 Jan Lane Gol Chakkar	Nil
13	30 Jan Lane Point 3	3
14	Tuglag Road Near Police station	1
15	33 Qtr. (Near Kothi No. 1 back)	2
16	34 Qtr. (Near Kothi No. 3)	1
17	35 Qtr. (Near Enquiry CPWD)	Nil
18	36 Qtr. (Back Side Kothi No. 7)	Nil
19	37 Qtr. (Tuglak Police Station back)	2
20	Kismenon Lane Kothi No-2 back side	Nil
21	Kismenon Lane Dhobi Ghat	5
22	Kisnanon Lane,(Near BOT)	2
23	Kisnanon Lane, (K.Kamraj Lane NO-1)Point -1	Nil
24	Kisnanon Lane, (K.Kamraj Lane NO-1)Point -2	Nil
25	Kisnanon Lane, (K.Kamraj Lane NO-1)Point -3	Nil
26	Kisnanon Lane, (Near Market)	2
27	Gyarah Murti Road (Near front of Kothi No- 17	2
28	Gyarah Murti Road (Near front in side of Kothi No-23	1
29	Back Side of Kothi No-23	Nil
30	Police Compound	2
31	Teen Murti Lane	Nil
32	Kashmeeri Lane	5
33	Dhobi Ghat- Point No-1	2
34	Dhobi Ghat- Point No-2	1

35	Tyay Raaj Marg	Nil
36	Safdarganj Lane Back Side kothi No-12	Nil
37	Safdarganj Lane Back Side kothi No-11	2
38	Safdarganj Lane Back Side kothi No-1	Nil
39	Sadarganj Lane	2
40	M.P Flat (Near kothi no. 100)	2
41	M.P Flat (Near kothi no. 15)	1
42	M.P Flat (Near back side kothi no. 20)	1
43	M.P Flat (Near back side Police Chowk)	1
44	M.P Flat (Near kothi no. 130)	1
45	M.P Flat (Near kothi no. 139)	1
46	M.P Flat (Near kothi no. 160)	1
47	M.P Flat (Near kothi no. 200)	1
48	M.P Flat (Near kothi no. 160)	1
49	M.P Flat (Near kothi no. 152)	2
50	M.P Flat (Near kothi no. 139)	1
	Total	62

CIRCLE NO. 8		
S.No	Location of (SCB) and MD/GS	Total Bins
1	Palika Niwas	4
2	Kamala Wali (Lodhi Colony)	2
3	Kashai Wali (Lodhi Colony)	4
4	Block No- 6 (Lodhi Colony)	1
5	Khanna Market (Lodhi Colony)	2
6	Kishan Sweet (Khanna Market)	2
7	Khanna Market 39-A	1
8	Block No- 14 (Lodhi Colony)	1
9	Dispencery (Lodhi Colony)	4
10	Mother Dairy (Lodhi Colony)	2
11	Barat Ghar, (Lodhi Colony)	2
12	2nd Avenue (Lodhi Colony)	1
13	Lodhi Garden (Parking)	2
14	Kothi No. 100, (Lodhi State)	2
15	I.I.C (Lodhi State)	2
16	Kothi No- 76 (Lodhi State)	1
17	Kothi No- 80 (Lodhi State)	1
18	Kothi No- 85 (Lodhi State)	1

19	Kothi No- 67 (Lodhi State)	1
20	Kothi No- 60(Lodhi State)	1
21	Kothi No- 17 (Lodhi State)	2
22	Kothi No- 22 (Lodhi State)	1
23	Kothi No- 33 (Lodhi State)	2
24	Kothi No- 41 (Lodhi State)	2
25	Kothi No- 37 (Lodhi State)	1
26	Kothi No- 29 (Lodhi State)	1
27	Kothi No- 11 (Lodhi State)	2
28	Bharti Nagar Flat No- 33	2
29	Bharti Nagar Flat No- 36	2
30	Bharti Nagar Flat No- 64	1
31	Opp. Kothi No- 15 (Golf Road)	3
32	Golfing Kothi No- 17	2
33	Back Side of IOB Golf Link	2
34	Red Cross Lane-1	1
35	Red Cross Lane-2	1
36	Red Cross Lane-3	2
37	Red Cross Lane-4	1
38	Red Cross Lane-5	2
39	Red Cross Lane-6	1
40	Red Cross Lane-7	2
41	Kothi No-41, Golf Road	1
42	Kothi No-50, Golf Road	2
43	Petrol Pump Kaka Nagar	4
44	Kaka Nagar D-2 Hosue No - 56	1
45	Kaka Nagar D-2 Hosue No - 75	2
46	Kaka Nagar D-2 Hosue No - 63	2
47	Kaka Nagar D-2 Hosue No -37	1
48	Kaka Nagar D-2 Hosue No – 27	1
49	Kaka Nagar D-2 Hosue No -12	1
50	Barat Ghar, Kaka Nagar	4
51	Kaka Nagar D-2 House No- 22 Back Side	1
52	Kaka Nagar D-2 House No- 36 Back Side	1
53	Kaka Nagar D-2 House No- 66	1
54	Complex (Kaka Nagar)	2
55	Kaka Nagar D-2 House No- 153 Back Side	1
56	Kaka Nagar D-2 House No- 136	1

57	Kaka Nagar D-2 House No- 147	1
58	Kaka Nagar D-2 House No- 181	1
59	Kaka Nagar D-2 House No- 203	1
60	Tea Point Lodhi Garden Red Light	4
61	Infornt Kothi No- 46 Golf Road	1
62	Maharishi Raman Marg BOT	2
Total		106

CIRCLE NO. 9		
S.No	Location of (SCB) and MD/GS	Total Bins
1	Nazaf Khan Road	2
2	Snatan Dharmo Mandir	1
3	Gurudwara Road Ali Ganj	4
4	Multi Story Building Ali Ganj	2
5	Double Story Building	2
6	Jor Bagh Road Ali Ganj	2
7	Back Side of Fire Station	3
8	Back Side of Kothi No-8	3
9	Back Side of Kothi No-133	3
10	Back Side of Kothi No- 158	1
11	Back Side of Kothi No- 162	4
12	Back Side of Jor Bagh School	3
13	Block No- 19 & 21	2
14	Karbala Muzaid	3
15	Infrond of CPWD Guest House	2
16	Near Karbala D-1 & C-49	4
17	Karbala Market E-95	3
18	Karbala Market C-119	2
19	Infront of Gate No- 5 Jor Bagh	1
20	Infront of C- Block & A Block Palika Kunj	2
21	Near Metro Station Electric Sub- Station	1
22	Hot Point Kothi No-12	3
23	DID Race Course Road	5
24	Race Course Parking Near P.M. Hosue	1
25	Maszid Camp Race Course	2
26	B.R. Camp Race Course	3
27	Tuglck Cresent Lane	6

28	Rahul Gandhi J.J. Camp	4
29	Aurangjeb Lane School	4
30	Back Side of Adwani Kothi	2
31	Back Side of Lala Kothi	4
32	Delhi Flying Clab	2
33	Infront of PM House Old Camp	1
34	Infront of P.M. House	1
	Total	88

CIRCLE NO. 10		
S.No	Location of (SCB) and MD/GS	Total Bins
1	Vinay Marg Kali Mandir	2
2	Vinay Marg Bharoi Mandir	3
3	Ashoka Parking	3
4	Bardoli Market	12
5	Near Police Station Bardali Market	2
6	Pakistan Embassy	6
7	Nai Hodi Yashwant Place Mkt Satya Marg	8
8	Mulla Hodi Near Tikrajeet Singh Marg Chankya Cinema	8
9	Kuwaith Embassy Shanti Path	3
10	Masale Wala Near Railway Bridge Madhu Limya Marg	4
11	Near 25 madhu limya Marg	2
12	Near 65 madhu limya Marg D/1-II	2
13	Near 136 madhu limya Marg D/1-II	5
14	Near MOH resident 127 M.L. Marg D 1-II	2
15	Near 111 MOH residence M.L. Marg D-1/11	3
16	Nursery Back Side 115 D-I/D-II	4
17	Shaiwala Near 68 D-I/D-II	5
18	Back Side D-II-27,D-II/D-II	4
19	T.Point Navyug School Satya Marg	2
20	Near Ramakant Goswami Residents Mudhu Limye Marg	3
21	Near D-I/D-II -225 Mudhu Limye Marg	2
22	Near D-I/D-II-305 Mudhu Limye Marg	2
23	Amrit Bhawan D-I/D-II	5

24	Satya Kutumb D-I/D-II	5
25	Japan Embassy, J.J. Sanjay Camp	2
26	Near Singapore Embassy, J.J. Sanjay Camp	6
27	Backside Sanskriti School Sanjay Camp	10
28	Radha Krishna Marg	4
29	Backside of Jesus & Merry College	2
30	Backside of Bulgaria Embassy	10
31	Rail Museum Near Turkey Embassy	15
32	Saint. Marten Marg in front of Red Light	2
33	Bapu Dham Market	3
34	Manan Marg Near I.B. Colony	10
35	Rizal Marg in front of British School	3
36	Vivekanand Camp	4
37	Gopi Ka Dhaba (Vivekanand Camp)	7
38	Switzerland Embassy	5
39	8-A Malcha Marg	8
40	Dharm Marg	10
41	Kichnera Road Center	7
42	Near Palika Milan Enquiry	8
43	Backside 19 Kautilya Marg	8
44	Circular Road Back Side Kothi No-4	6
	Total	227

CIRCLE NO 11		
S.no	Location	Total Bins
1	B.H.S Road (Opp. Pijanji Vill.)	3
2	Pianji Village Ist	6
3	B.H.S Road (Near Palika Nivas)	1
4	B.H.S Road (Q.No.C-87)	1
5	C- Block (Q.No.C-101)	1
6	D- Block (Near Q.No.D-88)	1
7	D- Block (Near Q.No.D-113)	1
8	BC Park (Near Q.No.C- 214)	4
9	C- Block (Near Q.No.C-340)	1
10	3rd Cross Road (Near Q.No- C-402)	1
11	Sarojini Nagar Market	6
12	5th Cross Road (C-Block Q.No- C-538)	1
13	7th Cross Road (C-Block Q.No- C-738)	2

14	Bangali School	1
15	Barat Ghar	2
16	Ring Road (Near Red Light)	1
17	RC Block (Near Q.No-A 738)	2
18	RC Block (Near Q.No-A 637)	1
19	RC Block (Near Q.No-A 601)	1
20	Back Side of Khalsa School	1
21	XY Block	1
22	Near Gurudwara	Nil
23	Palika Gram (Near Q.no- 37)	1
24	Near Ratan Chandra School	2
25	B. Avenue Point -1	1
26	B. Avenue Point -2	1
27	C.W.C (Near Q.No. A- 349)	2
28	2nd Pilanji	9
29	3rd Pilanji	6
30	Near Q.No. F-114	2
31	Near Q.No. F-84	1
32	Near Q.No. H-100	1
33	Near Q.No. J-402	1
34	Near Q.No. K-213	1
35	Near Q.No. H-250	6
36	Near Q.No. H-350	6
37	Near Q.No. I-437	1
38	Near Q.No. I-525	1
39	Near Q.No. H-601	1
40	Near Q.No. H-638	1
41	Near Q.No. G-637	1
42	Near Q.No. EF-601	1
43	Near Q.No. G-601	1
44	Near NDMC School DG Block	6
45	Naroji Nagar, G- 23	1
46	Naroji Nagar, G- 61	1
47	Naroji Nagar, Primari School (NDMC)	6
48	I Avenue (Opp. GI- 828)	2
49	A.K. Rai Magar (EPT-128)	1
50	Back Side Navyug School	4
51	Back Side Dispensary	2
52	Near Q.No- K- 145	2
53	I Avenue (Near Q.No- I-264)	2
54	Near Q.No- K- 28	3
55	Near Q.No-L- 115	1

56	Near Q.No-M- 173	1
57	Near Africa Avenue, Subham Barat Ghat	2
58	Near Q.No- M-309	1
59	Near Africa Avenue (Near Public Toilet)	2
	Total	123

CIRCLE NO 12		
S.no	Location	Total Bins
1	A- Block Near Palika Bhawan	8
2	Near Moti Bagh-I	10
3	Anant Ram Dairy	6
4	Multi Story	2
5	Africa Avenue Road	2
6	Subhash Park	3
7	M- Block	2
8	Dispensary of Netaji Nagar	5
9	Post Office	4
10	School Wala Point back side of C-Block Netaji Nagar	2
11	E- Block	5
12	College Near D-Block Point	3
13	Netaji Nagar Barat Ghar	3
14	Lila Palace Hotel	2
15	Market C- Block	3
16	Boys Sr. Sec. School near F-Block Netaji Nagar	3
17	Palika Niketan NDMC Complex Sec.-10, R.K. Puram	5
18	K- Block	3
19	Ring Road Shankar Camp	3
20	NDMC Quarter's	2
21	Veternity Hospital	2
22	Railway, Bungalows	3
23	C.P.W.D Inquiry	7
24	Moti Bagh Barat Ghar	4
25	Sarvodaya School Front Side Moti Bagh	3
26	Sarodaya School Back Side Moti Bagh	3
27	Near Mandir Madrasi Camp Moti Bagh	3
28	Near Water Tank Madrasi Camp	3
29	North- West Moti Bagh	4
30	D-11 B-17 Moti Bagh	4
31	Opp. D-Block near Office	3
32	C-2, 130 Back Side Moti Bagh	5

33	C.N.G.Petrol Pump	3
	Total	123

CIRCLE NO 13		
S.no	Location	Total Bins
1	INA Market Near BOT (Block)	4
2	AIIMS Near BOT (Block)	1
3	Yusuf Sarai Market East Ansari Nagar	2
4	Yusuf Sarai Market West Ansari Nagar	3
5	Safdarjung Hospital Gate No.	4
6	Safdarjung Hospotal inside	10
7	Factory Road	4
8	Ring Road West Kidwai Nagar	3
9	Guest House West Kidwai Nagar	3
10	Backside D-II/53 West Kidwai Nagar	2
11	Opposite D-II/88 Near DMC Booth West Kidwai Nagar	2
12	Opposite D-II/239 West Kidwai Nagar	3
13	Bijli Ghar West Kidwai Nagar	2
14	Juice Wala West Kidwai Nagar	2
15	Gas Agency West Kidwai Nagar	1
16	Outside of Delhi Haat Agarsain Marg	6
17	Opposite Navyug School Near Garvags Station	3
18	Near Ulash Community Center	1
19	Open Ground Bharat Ghar	2
20	Air condition Bhart Ghar Side	2
21	Opposite Air Condition Bhart Ghar Laxmi Hai Nagar Near 1574A	2
22	Palika Gram Near Horticulture Service Center	1
23	Zimwala Stadium Laxmi Bai Nagar	1
24	Opposite 40 nos. Laxmi Bai Nagar	1
25	Gol Chakkar LBN Market Near Gharkalayan Kendra	6
26	Go Chakkar LBN Near Mother Dairy Booth	5
27	Metro Station Laxmi Bai Nagar	2
28	Backside Arya Samaj Mandir LBN	3
29	Hoshiyar Singh Road	8
30	Opposite CGHS Dispensary East Kidwai Naga r	4
31	Central Market East Kidwai Nagar	5
32	D-Block Community Center East Kidwai Nagar	4
33	Geeta Mandir East Kidwai Nagar	4
34	Near Kold Depot East Kidwai Nagar	6

35	South Market Near Dog Clinic	2
36	Near Horticulture Enquiry B-Block East Kidwai Nagar	1
37	C- Block East Kidwai Nagar	2
38	C- Block East Kidwai Nagar Near NDMC Middle School	4
39	East Kidwai Nagar Ring Road Side	4
40	A- Block Mini Suvidha Market	3
	TOTAL	128

CIRCLE NO 14		
S.no	Location of (SCB) and MD/GS	Total Bins
1	Tilak marg	3
2	Pakistan House	4
3	Lalit kala Mahavidyalay	0
4	Servent Quarter, Suprim Court	0
5	AB- 13 , Tilak Marg	0
6	Mother Dairy, Tilak Lane	2
7	BOT, Patiyala Lane	0
8	Gate no. 1, Patiyala House	0
9	Gate no. 3, Patiyala House	2
10	BOT, Purana Quila Road	4
11	AB- 18 , Mathura Road	0
12	BOT, Bhagwan Das	6
13	Navyug, Tilak Lane	2
14	Back side, AB- 11	2
15	C-11, 47 Tilak Lane	0
16	H.C.Type	1
17	Polish Quarters, C-11, Tilak Lane	1
18	Pump House,Water works, Tilak Lane	4
19	Sewa Kendra	1
20	C-11-12, Tilak Lane	0
21	Children Park	4
22	Shahjahan Road, Jamnagar House Lane	0
23	Ashok Road	2
24	Dr. Rajendra prashad Road	2
25	BOT, Dr. Rajendra prashad Road	6
26	Near Mandir, Dr. Rajendra prashad Road	1
27	Janpath Road	4
28	National Museum, Janpath Road	0
29	Back side, Vigyan Bhawan	7
30	Princess Park	1
	Total	59

Note :Due to day to day use their may be some changes in location of bins.
However, the overall number shall remain same.

LIST OF HOT POINT

CIRCLE NO.	SR. NO.	LOCATION
1	1	Back Side of N&F Block Middle Circle Con. Place
	2	Backside of M&E Block Middle Circle near Harsa Bhawan Con. Place
	3	Backside of A & G Block back side of Marina Hotel Middle Circle Con. Place
	4	Near Palika Bazar Gate No. 4, Palika Bazar Con. Place
	5	Back side of Hanuman Mandir .
	6	Bangla Sheab Gurudwara Ashoka Road (BOT) Garbage Station.
	7	Thapar House Janpath Lane
	8	Shanty Niwas (Backside of Bank of Baroda), Janpath Lane
	9	7, Jantar Mantar Road /Lane
2	1	N.P. Sr. Sec. School, Mandir Marg
	2	Balmiki Chowk, Panchaquin Road
	3	Near Metro Station R.K. Ashram Marg
	4	BOT near Gole Market, R.K. Asharam Marg
	5	Near sector-D, Mateshwari Negi Marg
	6	Kalawati Hospital Dustbin Bangla Sahib Marg
	7	Near New Delhi Station, Chamsford Road
3	1.	Shivaji Bus Termianl BOT Garbage Station
	2.	Phool Mandi near West Bengal Emporium
	3.	Near Elect. Sub-Station Raja Bazar
	4.	Baired Lane Market
	5.	Bhai Bir Singh Marg
	6.	BKS Marg near Bangla Sahib Gurudwara
	7.	CNG Pump Udyan Marg
	8.	H-Block, Type-II, Kendrya Vidhayala Road
	9.	Near Gate No.-6, RML Hospital
	10	Subzi Mandi Udyan Marg.
4	1.	Rafi Marg near RBI Dustbin site
	2.	New Chalms Ford Club Rafi Marg
	3.	Swaran Jayanti Complex
	4.	Parliament House and parliament Annexe Complex
	5.	Rastrapati Bhawan
	6.	Central Secretariat
	7.	Mother Teresa Road
	8.	Dhobi Ghat No. 4, 5 & 6

5	1	Dustbin at back side of sindhia House.
	2	Parking at Vandna Building behind surya kiran Building. Tolstoy Lane
	3	Dustbin in haily Lane near Dhobi Ghat
	4	Jaswant Singh Lane behind Hyderabad House
	5	Opp. Haryana Bhawan at Madhav Rao Sindina Marg
	6	Faridkot Lane behind Baroda House
	7	Behind DCM Building New Barakhamba Lane
	8	Behind Kailash Building, K.G. Marg
	9	behind Indra Prakash Building, Sri Ram Plot, K.G. Marg
	10	Dustbin Shangli Mess at Bhagwan Das Road
	11	Bhagwan Das Lane, near Akansha Women Hostel
	12	Todar Mal Lane at Babar Place
	13	Gomti Guest House, Bengali Market
	14	Dustbin in Todar Mal Lane, Bengali Market near Modern School
	15	Copernicus Lane opp. Kothi no. 18.
6	1.	Amrita Shergil Marg, Taxi Stand Garbage Station Cum Trolleys
	2.	28, Akbar Road Trolleys
	3.	Matilal Nehru Marg, near Electric Sub-station trolleys
	4.	Viddut Bhawan Aurangjeb Lane trolleys
	5.	UPSC lane Sahjahan Road trolleys
	6.	Opposite High Court Gate no. 5, Shershah Road Garbage Station & Trolleys
	7.	A-Block central park near Modern School, Pandra Road, New Delhi Trolleys.
7	1	TEES JANUARY LANE BIRLA HOUSE
	2	TEES JANUARY LANE NEAR TAXI STAND
	3	KUSHAK ROAD (BACK SIDE OF KASHMIRI HOUSE)
	4	SAFDARJUNG LANE BEHIND TUGLAK ROAD POLICE STATION
	5	BACK LANE NO-1, SOUTH AVENUE
8	1	INFRONT OF PALIKA NIWAS LODHI COLONY
	2	INFRONT OF CWC COMPLEX LODHI COLONY
	3	NEAR DELHI GOLF CLUB, DR. ZAKIR HUSSAIN MARG
9	1	BHAIYA RAM CAMP
	2	KOTHI NO-12, AMRITA SHERGILL LANE
	3	SR. SEC. SCHOOL, RAJESH PILOT LANE
	4	KOTHI NO-133, JORBAGH
10	1	DUSTBIN NEAR TAMIL NADHU HOUSE
	2	DUSTBIN NEAR YASHWANT PLACE MARKET ROUND ABOUT
	3	PAKISTAN EMBASSY DUSTBIN
	4	CIRCULAR ROAD DUSTBIN
	5	BARDOLAI MARKET DUSTBIN

	6	BEHIND KOTHI NO-19 AT KAUTILAYA MARG
	7	DUSTBIN AT KITCHNER ROAD (MALCHA MARKET)
	8	DUSTBIN NEAR KOTHI NO-8A, MALCHA MARG
	9	MANAS MARG
	10	SANJAY CAMP BEHIND SINGAPUR EMBASSY
	11	SANJAY CAMP INFRONT OF SINGAPUR EMBASSY
	12	DIPLOMATE HOTEL DUSTBIN
	13	SANSKRITI SCHOOL DUSTBIN
	14	VIVEKANAND CAMP
11	1	5 GARBAGE COLLECTION POIN IN SAROJINI NAGAR MAIN MARKE
	2	4 GARBAGE COLLECTION POINT IN PILLANGI VILLAGE
	3	1 GARBAGE COLLECTION POINT AT PETROL PUMP, SAROJINI NAGAR
12	1	NDMC BARAT GHAR, OP. E-BLOCK, MOTI BAGH-I
	2	NEAR SR. SEC. CO-SCHOOL (Academic), A-BLOCK, PALIKA BHAWAN, R.K.PUR
	3	ANAND RAM DAIRY, SEC-13, R.K.PURAM
13	1	SAFDARJUNG HOSPITAL
	2	OPP. GATE NO-I, SAFDARJUNG HOSPITAL
	3	DELHI HAAT BACKSIDE
	4	LAXMI BAI NAGAR AROUND GOL CHAKKAR NEAR GRAH KALYAN KENDRA
	5	INA NEAR DDA FLATS
	6	OPPOSITE CGHS DISPENSARY, EAST KIDWAI NAGAR
	7	OPPOSITE AIR CONDITON NDMC BARAT GHAR, LAXMI BAI NAGAR, AGARSI
14	1.	Gate No. 5, Patyala Court back lane.
	2.	Purana Qilla Road Masonry Dustbin
	3.	BOTGarbage Station Bhagwan Dass Road
	4.	Lalit Kala College Of Art (Main Gate), Tilak Marg
	5.	Children Park Dustbin.
	6.	Dustbin , Ashoka Road

LIST OF MARKET PLACES

CIRCLE NO.	SR. NO.	LOCATION
1	1.	Connaught Place Market
	2.	Palika Bazar
	3.	Janpath Market
	4.	Janpath Mini Market
	5.	Tibetan Market
	6.	Mohansingh Place
	7.	Shankar Market

	8.	Bangla Sahaib Gurudawara Lane
	9.	Hanuman Mandir Temple Shop
	10.	CPWD Market, Hanuman Lane
	11.	Backside of Ashok Yatri Niwas
2	1	Gole Market
	2	Palika Place Market
	3	R.K. Ashram Marg Market
3	1	Gole Market
	2	Saheed Bhagat Singh Market
	3	Baird Lane Market
	4	RML Hospital Lane Market
4	1	Shastri Market
	2	North Avenue
	3	North Avenue New Market
	4	North Block, Central Secretariat
5	1	Scindia House
	2	Janpath Market
	3	Bengali Market
	4	Barakhamba Lane Market
	5	Municipal Market, Babar Road
6	1	Khan Market
	2	Prithvi Raj Road Market NDMC
	3	Pandara Road Market NDMC
	4	Lok Nayak Bhawan NDMC
	5	Mini Market near Gopal Mandir
7	1	MAULANA AZAD ROAD
	2	KRISHNA MENON LANE MARKET
	3	TEES JANUARY LANE BIRLA HOUSE
	4	SOUTH AVENUE MARKET
	5	SOUTH AVENUE MARKET
8	1	KHANNA MARKET LODHI COLONY
	2	NEW KHANNA MARKET LODHI COLONY
	3	MAIN MARKET LODHI COLONY
	4	KAKA NAGAR MARKET
	5	CSC MARKET GOLF LINK

9	1	JOR BAGH MARKET
	2	JOR BAGH LANE MARKET
	3	B.K.DUTT COLONY MARKET
	4	CPWD MARKET ALIGANJ
	5	6 SHOP JOR BAGH ROAD NEAR METRO STATION
10	1	YASHWANT PLACE MARKET
	2	MALCHA MARG MARKET
	3	BARDOLAI MARKET
	4	MARKET NEAR POLICE LINE COLONY
	5	MINI MARKET IN DI/DII AREA NEAR MANDIR
11	1	SAROJINI NAGAR MAIN MARKET
	2	RING ROAD MARKET, SAROJINI NAGAR
	3	NAUROJI NAGAR MARKET
	4	SUVIDHA MINI MARKET NEQR X-BLOCK, SAROJINI NAGAR
	5	MINI MARKET NEAR PALIKA AVAS, SAROJINI NAGAR
12	1	MAIN MARKET NETAJI NAGAR NEAR POST OFFICE
	2	SUVIDHA MARKET, NEW C-BLOCK, NETAJI NAGAR
	3	PALKA BHAWAN, MECHANIC & AUTO PART MARKET, SEC-13, R.K. PURAM
	4	BEGAM ZAIDI MARKET, MOTI BAGH-I
	5	BASRURKAR MARKET, MOTI BAGH-I
13	1	CENTRAL MARKET, EAST KIDWAI NAGAR
	2	SOUTH MARKET, EAST KIDWAI NAGAR
	3	KASHMIRI MARKET, AUROBINDO MARG
	4	OPPOSITE INA MARKET
	5	MINI MARKET, A-BLOCK, EAST KIDWAI NAGAR
	6	YUSUF SARAI MARKET, AUROBINDO MARG
	7	OPPOSITE SAFEARJUNG HOSPITAL MARKET, AUROBINDO MARG
	8	LAXMI BAI MARKET NEAR HOSHIAR SINGH ROAD NDMC WORKSHOP
	9	MINI MARKET, L.B. NAGAR NEAR BARAT GHAR
14	1	Super Bazar Tilak Lane Market

LIST OF MASONERY DUSTBIN/GARBAGE STATIONS

CIRCLE NO.	SR. NO.	LOCATION
1	1.	Thapar house, Janpath Lane

	2.	Shankar Market
	3.	Between A & B Block, back of Marina Hotel
	4.	Between E & M Block near Harsha Bhawan, Middle Circle, Con. Place
	5.	Between N & F Block middle circle Con. Place
	6.	Garbage Station
	7.	Bangle Sahib Gurudwara, Ashoka Road
	8.	Jai Singh Road
	9.	Police Station, Ashoka Road
	10.	Boota Singh Chowk
	11.	Shanti Niwas backside of Bank of Baroda
	12.	Hanuman Mandir
	13.	Palika Bazar (Two Garbage Stations)
2	1.	Gupta Sweet near Doctor Lane
	2.	85, Block Lady Harding Hospital
	3.	Kalawati Hospital Bangla Sahib Road
	4.	Balmiki Sadan, Mandir Marg
	5.	R.K. Ashram Lane near D-Block
	6.	Navyug School, Peshwa Road
	7.	R.K. Asharam Marg near metro station
	8.	BOT R.K. Ashram near Gole Market
	9.	Mandir Marg near Mandir Marg Thana
3	1.	Shivaji Stadium
4	1.	Rafi Marg near Boundary wall of Chalms Ford club
	2.	GRG Road Near Maszid
	3.	Gate no. -1, Talkatora Garden
	4.	Park street lane.
	5.	Reading Lane

	6.	North Block Central Secretariat.
	7.	Rafi Marg
	8.	Jantar Mantar Road
	9.	Pandit Pant marg
	10.	Church Road
5	1.	Scindia house
	2.	Atul Grove Road
	3.	Telegraph Lane
	4.	Harish Chander Mathur Lane
	5.	Jaswant Singh Lane
	6.	Canning Lane near wall of Lady Irwin School
	7.	Copernicus Lane near Bhartiya Vidya Bhawan School
	8.	Farid Kot Lane behind Baroda House at Copernicus marg
	9.	Sangli Mess Princess Park at Copernicus marg
	10.	Behind Pakistan Dutavas Sangli Mess (Broken)
	11.	Sangli Mess near Sulabh Sochalaya
	12.	Bhagwan Dass Lane near National School of Drama
	13.	Nabha house at Sikandra Road
	14.	College lane Railway Colony (Three Nos. of Dustbins)
	15.	Near NDMC School & Post Office at Babar Road
	16.	At Todar mal Road babar Place
	17.	Near Modern School Todar Mal Lane
	18.	Near Gomti Guest House Todar Mal Square.
	19.	Copernicus Marg opp. Haryana Bhawan
6	1.	Near Pandara Road Market B-Block
	2.	A-Block near park behind Jr. Rahubir Modern School, Pandara Road
	3.	Near Taj Mahal Hotel Darbangha Lane
	4.	P R Lane near Church NDMC Type-I Complex, Khan Market
	5.	Kothi No. 12, Janpath CPWD Inside
	6.	Kothi no. 6, V P House, Maulana Azad Road, inside CPWB

	7.	Khan Market opp. shop no. 8C
	8.	Humayun Road near modern Jr, School
	9.	Opp. Gate No. 5, High Court, Sher Shah Suri marg
	10.	Near DI/119, Ravindra Nagar Boundary Wall at Amrita Sher Gill Marg
	11.	Near Taxi Satand at Amrita Sher Gill Marg
	12.	Opp. 28, Akbar Road
7	1	SUNEHRI BAGH LANE NEAR DHOBI GHAT
	2	KRISHNA MENON LANE NEAR B07
	3	KRISHNA MENON LANE NEAR DHOBI GHAT NO-16
	4	KRISHNA MENON LANE NEAR DHOBI GHAT NO-17
	5	BIRLA HOUSE
	6	SOUTH AVENUE LANE NEAR DHOBI GHAT NO-15
	7	TEEN MURTI COMPOUND CPWD ENQUIRY
	8	TARA MANDAL TEEN MURTI MARG INSIDE COMPOUND
	9	INSIDE PM HOUSE RCR ROAD
8	1	NEAR PALIKA NIWAS LODHI COLONY
	2	INFRONT OF CWC COMPLEX LODHI COLONY
	3	INFRONT OF KOTHI NO-50, GOLF COURSE ROAD
	4	INFRONT OF KOTHI NO-32, GOLF COURSE ROAD
	5	NEAR BHARTI NAGAR, MAHARISHI RAMAN MARG
	6	NEAR KAKA NAGAR, DR. ZAKIR HUSSAIN MARG
	7	NEW DELHI GOLF CLUB, DR. ZAKIR HUSSAIN MARG
9	1	NEAR GURUDWAR ALIGANJ
	2	NEAR E-95, B.K.DUTT COLONY
	3	BACKSIDE OF SANATAN DHARAM MANDIR
	4	INFRONT OF E-I, B.K.DUTT COLONY
	5	INFRONT OF D-I, B.K.DUTT COLONY
	6	INFRONT OF HOUSE NO C-49, B.K.DUTT COLONY
	7	INFRONT OF C-31, B.K.DUTT COLONY
	8	INFRONT OF C-119B, B.K.DUTT COLONY
	9	BACKSIDE OF KOTHI NO-32, PRITHVIRAJ ROAD
	10	INFRONT OF KOTHI NO-12, AMRITA SHERGIL LANE
10	1	NEAR TAMIL NADU HOUSE
	2	NEAR YASHWAN PLACE MARKET ROUNDABOUT
	3	AT NITI MARG NEAR PAKISTAN EMBASSY
	4	NEAR BARDOLAI MARKET
11	1	PILLANGI VILLAGE OPPOSITE A-BLOCK, AT ENTRY POINT, SAROJINI NAGAI

	2	PILLANGI VILLAGE OPPOSITE A-BLOCK, SAROJINI NAGAR
	3	SAROJINI NAGAR MINI MARKET
	4	RAJMATI SINDHIYAR MARG
12	1	NEAR GATE OF SR. SEC. CO-GIRLS SCHOOL, OPP. F-BLOCK, MOTI BAGH-I
	2	PALIKA NIKETAN, NDMC FLATS, SEC-10, R.K.PURAM
	3	NEAR B-BLOCK, OPP. OF CGHS DISPENSARY, NETAJI NAGAR
	4	NEAR GATE OF SR. SC. SCHOOL INFRONT A-BLOCK, PALIKA BHAWAN
	5	INFRONT D-BLOCK, NEAR GATE OF ARTS & COMMERCE COTTAGE, NETAJ
	6	NEAR NEW MOTI BAGH ELECTRIC SUB-STATION, INFRONT D-BLOCK COLI
	7	INFRONT HOTEL LEELA PALACE NEAR NDMC BARAT GHAR NETAJI NAGA
13	1	NIL
14	1.	Purana Quila Road
	2.	Behind Vigyan Bhawan
	3.	Bhagwan Das Road
	4.	National Stadium
	5.	Jodhpur Mess, C-Hexagon
	6.	Rajinder Prasad Road
	7.	Rafi Marg near Vayu Sena Bhawan
	8.	Janpath
	9.	Ashoka Road, C-Hexagon

C. DETAILS OF DISPOSAL / DUMPING LOCATIONS FOR DIFFERENT CATEGORIES OF WASTE

S. No.	Category	Disposal / Dumping Location	Distance(Approx)
1	MSW	Landfill Facility	(18-20) kilometers from NDMC area as defined.
		Treatment Facility	(18-20) kilometers from NDMC area as defined.
2	Landscape Waste	Treatment / Landfill Facility	18-20 kilometers from NDMC area as defined.

Where:

- Landfill Facility shall mean the facility set up at Ghazipur by the Municipal Corporation of Delhi / EDMC.
- Treatment Facility shall mean the unit being operated by TOWMCL WTE Project at Okhla.
- Additional lead if any, will be paid as per agreement terms.

SCHEDULE B

DETAILED SCOPE OF SERVICE

A Construction / Modification of Project Facilities

The Concessionaire shall design, engineer, procure and construct the Project Facilities in conformance with the Design and Construction Requirements set out as Schedule C.

1. The Concessionaire shall place garbage trolleys/street corner bins in its area of operations as per the need and directions of NDMC.
2. The Concessionaire shall at its cost and expense provide New Project Facilities as listed below for implementation of the Project:

S. No.	Category	New Project Facilities
1	Collection of MSW	a. Transport vehicles for collection and transportation of MSW and Landscape Waste b. Loading equipments c. Staff
2	Transfer Station	Construction/Equipments/Implements/staff
3.	Infrastructure for handing segregated waste	a. Street Corner Bins
4.	Fleet and logistics infrastructure	a. Transport vehicles for collection and transportation of MSW and Landscape Waste b. Loading equipments
5.	Maintenance of Vehicles	a. Workshop Facility
6.	Command control response mechanism	a. Complaint handling cell

4. The Concessionaire shall provide adequate number of vehicles for collection and transportation of MSW and Landscape Waste. The machines(compact/refuse collector etc) mounted on chassis shall however be refurbished by the concessionaire after 5 years of

COD for Collection and Transportation.

5. The Concessionaire is not required to reconstruct or make any modifications to the Garbage Stations without prior approval of the NDMC for their operation and maintenance. The Concessionaire is however, required to collect and transport MSW from such Garbage Stations. The construction and maintenance of Garbage Station/ramp etc shall be done by NDMC.

B. Operations

The Concessionaire shall during the Operations Period in accordance with the O&M Requirements, set out as **Schedule D** carry out the following activities:

1. **(a) Street Level Collection**

Collection of MSW by deployment of Auto Tippers as per routes finalized by NDMC. The concessionaire shall be required to deploy 26 auto-tippers and operate them as per route plan finalized by NDMC.

- (b) Street Corner Bins**

The Concessionaire shall provide Street Corner Bins in the areas where MSW is being dumped. The Street Corner Bins may be provided in a set of two at each location to enable segregated storage of Biodegradable and Non-biodegradable MSW.

2. **Transfer Station**

The transfer stations shall be designed for all weather operations and should be environmentally compatible for proximity to inhabited localities. The concessionaire has to construct the Transfer Station within a period of one year from the date of signing of agreement. The entire site free from all encumbrances

will be provided by the NDMC. Water and Power Connection will be provided by the NDMC, however the Concessionaire shall pay the utility charges. At the end of the Project, the entire premises including its structures and fittings shall be handed over to NDMC.

Therefore, these should have the following components:

6. Adequate space for all operations within the premises of the transfer station, which would have solid [Brick Masonry] wall fencing of minimum 2 m height.
7. Operations within the transfer station shall be under cover, so that dust and noise could be effectively controlled. At the same time the operation shall not be hampered during precipitation as well.
8. All internal roads, ramp and platforms at different levels would be concrete built and should withstand load of moving machineries/vehicles.
9. The transfer station shall be cleaned daily and the floors washed. The wash water should go through a sediment basin and then to the city sewer.
10. The selected Bidder shall have to make appropriate site-specific designs as per the type of vehicles and containers to be handled and the method applied for transfer of the waste.

NDMC has already earmarked transfer station in Raj Nagar area(Arjun Dass Camp). Specifications are as follows :-

Plot Area : 57.62x49.77 = 2867.74 sq.m or 30856.88 sq. feet

Building Area : 16x34 m = 554 sq. m or 5854 sq. feet (50'x110')

Total Ways : 4 Nos.

1 Way width : 7.43 m or 24 feet column to column

Ground Floor Height of the building : 18 feet

Ramp Width : 11 metre or 36 feet

Compressor Station : 2 Nos.

Shaft : 2 Nos.

Container : 2 Nos.

Prospective designs may be discussed with the NDMC during the pre-bid meeting but detailed discussion followed by written approval would have to be taken from NDMC for their adequacy,

before construction. The concessionaire shall be required to submit the plan with the bid.

3. **Collection of Landscape Waste**

The Concessionaire shall collect Landscape Waste throughout the year and transport the same to Transfer Station / Treatment Facility/Landfill.

4. **Provision of tools / equipment and vehicles**

The Concessionaire shall furnish to NDMC a list of the same along with attested copies of documents such as registration certificate(s).

5. **Transportation**

The Concessionaire shall collect MSW from Street Corner Bins and Garbage Stations every day.

Collection of street sweepings, collection of waste from road side litterbins, horticulture waste etc. and Transportation of the collected waste in segregated form in closed vehicles as per the MSW Rules to the NDMC designated disposal sites.

The Concessionaire shall collect MSW from Street Corner Bins and Garbage Stations and other designated points.

6. **Manpower deployment**

The Concessionaire shall deploy dedicated manpower, with dress code finalised in consultation with NDMC, for carrying out the activities in the Area of Operations.

7. The Concessionaire shall establish and manage with adequate manpower, an office proximate to the Area of Operations and provide the address and the contact numbers of such office and its key personnel to NDMC officials.

8. The Concessionaire shall not cause any disturbance to any third party or cause any damage or destruction to property of any third party. In case of having caused such disturbance, damage or destruction the Concessionaire shall be solely liable to pay compensation to such third party.

-
9. The Concessionaire shall designate and appoint suitable officers / representatives, as it may deem appropriate to supervise the Project, to deal with the Independent Consultation / NDMC and to be responsible for all necessary exchange of information required pursuant to this Agreement.
 10. The Concessionaire shall ensure that MSW collected from the Street Corner Bins and Garbage Stations and Landscape Waste are not mixed at any stage of collection or transportation.
 11. The Concessionaire shall carry out awareness campaigns to promote segregation of MSW at the household level in consultation with NDMC.
 12. The Concessionaire shall ensure that MSW collected is not burnt, dumped in roads / areas outside the Area of Operations or transported to any other locations except Landfill Facility and / or Treatment Facility.
 13. The Concessionaire shall not collect and mix construction debris with MSW and Landscape Waste being transported to the Landfill Facility or the Treatment Facility.
 14. The Concessionaire shall ensure that adequate measures are adopted to meet health and safety standards of its employee by providing safety gear.
 15. The Concessionaire shall ensure that there is no spillage of MSW either during collection or transportation and the activities do not hinder traffic movement.
 16. The Concessionaire adhere to the following laws, rules, regulations and all Government of India (G.O.I.) Rules , Regulations and Directives present, amended, updated and added during the work period applicable to the Project / Work of the components covered ;
 - a. The MSW Rules 2000 of MoEF, GOI, under EPA, 1986
 - b. Recommendations of the Committee constituted by the Hon. Supreme court, in 1999.
 - d. Rules under Environmental, Health and Safely Aspects
 - e. Other Environmental Pollution Control laws, rules and directives
 - f. Environmental Emission laws

-
- g. Motor vehicle Act and Vehicles Emission Control
 - h. Labour Laws –Minimum wages, Contract Labour Abolition and Regulation
 - i. Good Industry Practice
 - j. Directives on SWM services in the Act for MCD, Governing the Civic services

Any other norms prescribed by the authorities who are applicable from time to time for the project/ work in this tender.

SCHEDULE-C
DESIGN AND CONSTRUCTION REQUIREMENTS

A. REQUIREMENTS

The Project Facilities shall be designed and constructed to meet the requirements set out below.

1. General

1.1 Design Parameters

1.1.1 The Project Facilities for the Project shall be designed to enable segregated collection, storage and transportation of MSW in separate components of (i) Biodegradable MSW (ii) Non-biodegradable MSW, as per the colour coding requirements of the MSW Rules (iii) Landscape Waste.

1.1.2 All collection, storage and transportation of the MSW shall be in closed, colour coded containers with adequate capacity to hold the MSW matching with the frequency of collection.

1.2 OPERATIONS PLAN

In terms of the Agreement, the Concessionaire shall prepare and submit Operations Plan, based on the technical proposal submitted, which shall include the following:

1.2.1 System Diagram & details (including process management diagrams for collection (including door to door/street level) , storage & transportation of

- (a) Municipal Solid Waste
- (b) Landscape Waste

1.2.2 Loading / unloading mechanisms, Transfer Station, details of tools / equipment and vehicles along with the provision of back up fleet capacity, technical specifications etc. for

- (a) Municipal Solid Waste
- (b) Landscape Waste

1.2.3 Design and Construction drawings of Street Corner bins indicating the capacity and specifications.

-
- 1.2.4 Implementation Period plan (Transition Plan) setting out phasing of Construction Works and specifying the completion dates for Project Facilities and activity involved therein. The plan for phasing shall ensure that the Construction Works in no way hinder the storage, collection and transportation Construction Works in no way hinder the storage, collection and transportation of MSW being carried out by NDMC during the Implementation Period.
 - 1.2.5 Time lines for collection and transportation of Municipal Solid Waste and Landscape Waste.
 - 1.2.6 Manpower deployment Plan, staff details along with roles and responsibilities including the designation of key personnel for the management and supervision of all activities associated with the Project. (This would include the designation of suitably qualified personnel for areas such as Project administration and supervision, construction management, vehicle and equipment maintenance, procurement, materials management and quality control, deployment at Project Facilities).
 - 1.2.7 Format of the monthly report containing interalia details of the physical progress in implementation of the Project and operations and maintenance activities undertaken (monthly progress report).
 - 1.2.8 Command control and response mechanism including specifications of the complaint cell, manpower deployment, proposed communication technology etc.
 - 1.2.9 Awareness campaigns to be set up

1.3 Procedure before commencement of Construction works

The Concessionaire, Prior to commencement of any construction activity, shall

- 1.3.1 Obtain all such Applicable Permits as are necessary to commence construction of such New Project Facilities:
- 1.3.2 Mobilize requisite resources, personnel and organization necessary for the same and designate suitable officers / representatives as it may deem appropriate with responsibility to supervise implementation of the Project for exchange of information with the Independent Consultant and NDMC;

1.3.3 Finalize in consultation with the Independent Consultant quality assurance and quality control procedures to cover all aspects of the Construction Works so as to ensure the desired quality.

1.4 Procedures during Construction

1.4.1 The Concessionaire shall ensure that the construction/rehabilitation of the Project Facilities is undertaken with minimal inconvenience, damage, destruction or disturbance to the public;

1.4.2 The Concessionaire shall be in compliance with the Applicable Law and Applicable Permits obtained for the Project;

1.4.3 The Concessionaire shall deploy adequate number of qualified and competent personnel having relevant experience and skills;

1.4.4 If at any time during execution of the Construction Works, any error is noticed in the position, levels, dimensions or alignment of any part of the Construction Works, the Concessionaire, on being asked to do so by the Independent Consultant of NDMC, shall at his own cost, rectify such errors to the satisfaction of the Independent Consultant or NDMC;

1.4.5 Various quality control Tests shall be undertaken as per the standards. Where no Testing methods are specified by the said standards, details of the Tests to be carried out and specifications to be achieved for the respective Project Facilities/ Construction Works or part thereof shall be agreed upon with the Independent Consultant prior to construction;

1.4.6 The Concessionaire shall ensure that the Construction Works in no way hinder the storage, collection and transportation of MSW being carried out by NDMC during the Implementation Period.

1.5 Procedures and Completion of Construction

Upon completion of construction but prior to issue of the Readiness Certificate, the construction site shall be cleared of all construction equipment, surplus materials, debris and temporary installations and shall be left in tidy and an aesthetically pleasing appearance to the satisfaction of the Independent Consultant.

2. Street Corner Bins

- 2.1 The street Corner Bins shall be placed appropriately within the Area of Operations so as to ensure adequate number of Street Corner Bins. The Concessionaire shall also provide Street Corner Bins in the areas where MSW is being dumped on constructions debris to allow collection of MSW in such Street Corner Bins. The Street Corner Bins shall be placed in a manner so that they are easily accessible to the users.
- 2.2 The Street Corner Bins should be manufactured by using high – density polythene (HDPE) or steel adhering to Bureau of Indian Standards (BIS) specifications. The material of the Street Corner Bins should be UV stabilized. Rust proof, cold and heat resistant of 1100 Ltrs. compatible with compactors or as per the requirement with the prior approval of the NDMC.
- 2.3 The Street Corner Bins Should be
- (a) Aesthetic,
 - (b) Rigid and Durable
 - (c) Non-absorbent and water tight
 - (d) Chemical and Corrosion resistant
 - (e) Rodent proof and easily cleanable
 - (f) Covered and designed to allow convenient and safe dropping of MSW by generators and be compatible with the loading and transportation equipment.
- 2.4 The Street Corner Bins shall be provided in a set of two, with one bin designated for Biodegradable MSW and the other for Non-biodegradable MSW with Biodegradable and No-biodegradable MSW marked on them.
- 2.5 The Street Corner Bins should be colour coded and marked as specified in the MSW Rules/ in consultation with Independent Consultant, also ensuring easy monitoring by Independent Consultant/ NDMC and easy identification of independent Street Corner Bins.

-
- 2.6 The design of the Street Corner Bins should be such as to restrict stray cattle and other animals (like dogs, pigs etc) and birds to have access to the MSW stored in it.

3. Garbage Stations

- 3.1 All the Garbage Stations along with ramps etc. will be maintained by the Civil Engineering Department of NDMC.
- 3.2 In case NDMC requires any addition / change in the location of Garbage Stations during the Operations Period, will be provided / constructed by the Civil Engineering Department of NDMC.
- 3.3 Appropriate arrangements shall be made to reduce manual handling of MSW and the Garbage Stations should be designed so as to allow mechanized and safe handling of MSW.

4 Transportation Vehicles and Loading Equipment

- 4.1 The transportation system should be designed to allow mechanized loading and unloading operations of MSW.
- 4.2 The Transportation vehicles shall be closed and covered or shall be containerized.
- 4.3 The transportation vehicles shall be colour coded in accordance with the category of MSW Rules and Applicable Law.
- 4.4 The vehicles used should be roadworthy with approval from the Delhi State Transport Authority. The Concessionaire shall comply with the Applicable Law, including all rules and regulation prescribed in the regard, from time to time by any other statutory and competent authorities concerned, regarding fuel used or pollution control standards or any other norm.
- 4.5 The Concessionaire shall ensure that each vehicle is inspected and cleared for use by the Independent Consultant before they are put into operation, and thereafter at periodic intervals as may be indicated by the Independent Consultant, to check their adequateness and their conformity with the specifications laid out in the Operations Plan.
- 4.6 The Concessionaire shall display NDMC logo and social message given by NDMC on the transportation vehicles and shall not

display any other form of advertisement on the transportation vehicles.

- 4.7 The operator shall provide necessary tools, equipment machinery, manpower and vehicles for
- (h) Transportation of MSW collected to Landfill Facility and / or Treatment Facility
 - (i) Transportation of Landscape Waste to Treatment Facility
 - (j) The operator shall keep in reserve sufficient number of transport vehicles for any eventuality/festival/fair /important events.
 - (k) All the vehicles engaged in this project to be provided OSRT (Off Site Real Monitoring System) and GPS facilities.

5 Workshop Facility

- 5.1 The NDMC will provide the space for Workshop at Sarai Kale Khan / Transfer Station or any other nearby area as per the requirement.
- 5.2 The design layout for the Workshop Facility should be such that it allows for systematic parking of vehicle, easy right of way for in and outbound vehicles and separate sections for repair and maintenance of vehicles.
- 5.3 The maintenance of the Workshop Facility should be at par with Good Industry Practice and should have all arrangements to meet emergency situations such as fire hazards as per Applicable Law.
- 5.4 The building and sheds in the Workshop Facility should be painted annually and annual repair and maintenance operations should be carried out as per requirement and satisfaction of the department / Independent Consultant.

6. Transfer Station

The transfer stations shall be designed for all weather operations and should be environmentally compatible for proximity to inhabited localities. Therefore, these should have the following components:

1. Adequate space for all operations within the premises of

-
- the transfer station, which would have solid [Brick Masonry] wall fencing of minimum 2 m height.
2. Operations within the transfer station would be under cover, so that dust and noise could be effectively controlled. At the same time the operation shall not be hampered during precipitation as well.
 3. All internal roads, ramp and platforms at different levels shall be concrete built and should withstand load of moving machineries/vehicles.
 4. The transfer station shall be cleaned daily and the floors washed. The wash water should go through a sediment basin and then to the city sewer.
 5. The selected concessionaire shall have to make appropriate site-specific designs as per the type of vehicles and containers to be handled and the method applied for transfer of the waste.

Prospective designs may be discussed with the NDMC during the pre-bid meeting but detailed discussion followed by written approval would have to be taken from NDMC for their adequacy, before construction.

7. Door to Door/Street Level collection:

The collection service has to start from door to door/street level of the MSW producer i.e. source. The bidder shall collect garbage (biodegradable and non-biodegradable) in an auto tipper containing two / three bins, having colour coded system. Efficiency has to be achieved by deployment of mechanized system. The timings of visit of auto tippers requires to be planned after consultation with the requirement of RWAs/MTAs etc.

Note: The Bins at source i.e. at Door steps to be procure by the producer/generator him/her self as per the requirement / MSW Rules and to be maintained by them.

8 Facilities for Complaint Redressal

- 8.1 The design of the complaint redressal mechanism should be such that it allows for (a) easy monitoring of collection and transportation operations by the Independent Consultant and (b)

establishment of standard protocol to address customer complaints.

- 8.2 Establish a “Complaint Redressal Center” in the Area of Operations which would have a minimum of three (3) operational dedicated phone lines for receiving customer calls / complaints. The telephone numbers of the Complaint Redressal Center are to be clearly reflected on all Garbage Stations, Street Corner Bins and transportation vehicles.
- 8.3 Establish wireless communication network between “Complaint Redressal Center” and the supervisory field staff of the Concessionaire.
- 8.4 The aforesaid “Complaint Redressal Centre” shall be kept operational at all times on all seven days of a week throughout the year.

9 Tests

- 9.1 Various quality control Tests would be undertaken for testing the New Project Facilities as per the Design and Construction Requirements and standards prescribed by BIS. Where no testing methods are specified by the said standards, details of the Tests to be carried out and specifications to be achieved for the respective New Project Facilities shall be agreed upon with the Independent Consultant prior to COD.
- 9.2 The Tests would be carried out at a location that the Independent Consultant may reasonably require, at the cost and expense of the Concessionaire.
- 9.3 The Independent Consultant may from time to time require removal of any material, equipment, machinery which, in its opinion, do not meet the Design and Construction Requirements specified in this schedule and Operations Plan.

10 Codes and Standards

- 10.1 The following standards in order of preference shall be adopted in consultation with the Independent Consultant, unless otherwise specified:
- (a) Bureau of Indian Standards
 - (b) MSW Rules
 - (c) Any other standards specified by statute and Applicable Law
 - (d) Suitable specification/standard devised by the

Concessionaire and approved by the Independent Consultant

- 10.2 All items of building works shall conform to Central Public Works Department specification for Class 1 building works and standards given in the National Building Code.

SCHEDULE D

O&M REQUIREMENTS

1. General

The Concessionaire shall during the Operations Period adhere to the requirements set out in the schedule.

2 O & M Requirements for Project

2.1 Infrastructure for handling segregated MSW

The Concessionaire shall implement the Project in accordance with the O&M Requirements specified herein.

2.1.1 Street Corner Bins

The Concessionaire shall operate and maintain the Street Corner Bins to meet the following O&M requirements:

- (a) The clearing schedule of Street Corner Bins should ensure that the Biodegradable MSW and Non-biodegradable MSW are cleared at least once every 24 hours. The specific places mentioned by NDMC shall be cleared as per NDMC's directions (list attached in concession agreement).
- (b) There should be no overflow of MSW from the Street Corner Bins, due to inadequate capacity or non – lifting at scheduled times.
- (c) Cleanliness of surrounding area: the Concessionaire should ensure that the area around the Street Corner Bins is kept clean at all times.
- (d) The Street Corner Bins should be washed/cleaned and disinfected at least once every week.
- (e) Street Corner Bins need to be maintained so that there are:
 - (i) No breakages
 - (ii) No cracks
 - (iii) No toppling of bins
 - (iv) No dislocation of covers

-
- (f) As specified in the compliance and tolerance criteria in the Annexure 1 of this schedule.
 - (g) The coding and the telephone numbers of the customer complaint cell should be clearly visible and repainted as often as required to maintain clear visibility of the same.
 - (h) Formats for the inspection and maintenance records shall be finalized in consultation with Independent Consultant and the same shall be documented.

The compliance with O& M Requirements laid out in this section shall be evaluated with reference to the Compliance and Tolerance Criteria set out in Annexure 1 of this schedule.

2.1.2 Garbage Station

The Concessionaire shall operate and maintain the Garbage Stations to meet the following O&M requirements:

- (a) The clearing schedule of the Garbage Stations should ensure that the Biodegradable MSW and Non-biodegradable MSW stored in the Garbage Stations are transported out as per the directions and requirement of NDMC.
- (b) Cleanliness of surrounding area : The Concessionaire should ensure that there is no spillage of MSW around the Garbage Stations at any point of time.
- (c) The workers involved in MSW handling should be provided with uniforms, gloves, masks, aprons, Implements and other adequate safety gear.
- (d) The concessionaire shall allow free access to generators of MSW to deliver the MSW at The Garbage Stations.
- (e) The Concessionaire shall allow free access to the NDMC and the Independent Consultant, any other person authorized by NDMC, officials of the Central Pollution Control Board, Delhi Pollution Control Committee and any other

government enforcement agency for inspection at any time without notice.

- (f) All operations & maintenance records shall be maintained and kept throughout the Concession Period, and be made available upon the request of the Independent Consultant or the NDMC or by any authorized agency as per Applicable Law. Formats for such records shall be finalized in consultation with the Independent Consultant, and the same shall be documented.

The Compliance with O & M Requirements laid out in this section shall be evaluated with reference to the Compliance and Tolerance Criteria set out in Annexure I of this schedule.

2.1.3 Transfer Station

The Concessionaire shall build operate and maintain the Transfer Station to meet the following O&M requirements:

- (a) Cleanliness of surrounding area : The Concessionaire should ensure that there is no spillage of MSW around the Transfer Station at any point of time.
- (b) The workers involved in MSW handling should be provided with uniforms, gloves, masks, aprons, Implements and other adequate safety gear.
- (c) The Concessionaire shall allow free access to the NDMC and the Independent Consultant, any other person authorized by NDMC, officials of the Central Pollution Control Board, Delhi Pollution Control Committee and any other government enforcement agency for inspection at any time without notice.
- (d) Painting and regular maintenance of the Transfer Station should be carried out at least once in a year.
- (e) All operations & maintenance records shall be maintained and kept throughout the Concession Period, and be made available upon the request of the Independent Consultant or the NDMC or by any authorized agency as per Applicable Law. Formats for such records shall be finalized in

consultation with the Independent Consultant, and the same shall be documented.

2.2 Fleet & Logistics infrastructure

The Concessionaire shall operate and maintain the fleet and logistics infrastructure to meet the following O & M requirements.

2.2.1 Transportation vehicles including Loading Equipment

The Concessionaire shall operate and maintain the transportation vehicles to meet the O & M requirements set out below.

- (a) Washing / cleaning and disinfection of the transportation vehicles must be carried out on a daily basis as per a schedule, which should be available to the Independent Consultant / NDMC for inspection and verification.
- (b) All vehicles should comply with the fuel emission norms as per the Applicable Law.
- (c) All the vehicles must be fitted with GPS vehicle tracking system. Also Off-Site Real Time Monitoring System (OSRT) to know the status of cleanliness of the bins etc. in area which shall be carried out by the concessionaire at his own cost.
- (d) The drivers of the transportation vehicles shall carry the following papers and any other as per Applicable Law:
 - i. Driver's license.
 - ii. Registration certificate of the vehicle
- (e) All the drivers and helpers operating the transportation vehicles should be provided with uniforms, gloves, masks, aprons, Implements and other adequate safety gear.
- (f) All transportation vehicles employed should contain:
 - i. Vehicle controls and dashboard displays
 - ii. Lamps and lighting, blinker systems
 - iii. Reflective devices at the back and sides

-
- iv. Rear view mirrors
 - v. Occupant protection
 - vi. Seat Belts
 - vii. Windshield mounting wiping, and washing
 - viii. Emergency equipment (fire extinguishers, spare tires, etc).
 - ix. First aid box.

(g) The telephone numbers of the Complaint Redressal Centre shall be indicated on all the transportation vehicles and repainted as often as required.

(h) Operation & maintenance records (including log books of vehicles, stock of implements other materials and their issue, register of issue of uniforms & protective gear) shall be maintained and kept throughout the Concession Period at the location normally used to park such transportation vehicles or such other location where maintenance records are kept, and be made available upon the request of the Independent Consultant or the NDMC. Formats for such records shall be finalized in consultation with the Independent Consultant, and the same shall be documented by the Concessionaire.

(i) A fitness certificate for each transportation vehicle should be prepared by the Concessionaire by the end of first month of every calendar year and given to the Independent Consultant for verification.

The compliance with the O & M Requirements specified in this section shall be evaluated with reference to the Compliance and Tolerance Criteria set out in Annexure I of this schedule.

3 Service Requirements

3.1 Collection and Transportation Standards

3.1.1 The Concessionaire shall ensure that there is no spillage of MSW or Landscape Waste during transportation.

3.1.2 The Concessionaire shall not collect and mix construction debris with MSW and Landscape Waste being transported to the Treatment Facility or Landfill Facility.

3.1.3 There shall not be any dislocation or removal of covers of the

vehicles during transportation, exposing the MSW or Landscape Waste to open atmosphere.

The compliance with O & M Requirements laid out in this section shall be evaluated with reference to the Compliance and Tolerance Criteria set out in Annexure 1 of this schedule.

3.2 Special Collection / Clearings

3.2.1 The garbage shall be collected and removed at least three times from the hot spots (list attached) in various sanitation circles of NDMC, 365 days in a year without any additional charges.

Garbage removal shall be carried out in busy markets of NDMC area (list attached) at least three times a day and 365 days in a year without any additional charges.

3.2.2 NDMC may request the Concessionaire for MSW and Landscape Waste collection trips and clearing of Garbage Stations/ Street Corner Bins on special occasions provided that such request is received by the Concessionaire at least 6 hours before the time when the clearing is required.

4.3.2 Weighment procedure and Requirements

- a) NDMC shall provide access to the Concessionaire for use of weighbridge facility at the Landfill Facility and / or Treatment Facility.
- b) The Concessionaire shall be required to maintain the following information for each of the vehicles:
 - (i). Date of operation
 - (ii). Registration Number of the vehicle disposing MSW'
Total laden weight of the vehicle
 - (iii). Time of entry of vehicle
 - (iv). Colour code of vehicle (Biodegradable / Non biodegradable)
 - (v). Total un-laden weight of the vehicle
 - (vi). Net weight of MSW
 - (vii). Time of exit of the vehicle

and the same shall be duly verified by the Independent Consultant.

-
- c) In case of non-operation of the weighbridge facility, the net quantum of MSW collected and transported on each day for such periods shall be calculated as the average of quantum of MSW collected and transported during the previous three months based on the weigh bridge data maintained as indicated above.

4.4 Exclusion Requirements

- (a) The Concessionaire shall not transport Hazardous Waste or recyclable substances to the Treatment Facility or the Landfill Facility. The MSW transported shall be inspected and verified by Independent Consultant. The procedure and guideline for carrying out such inspection shall be finalized in consultant with the Independent Consultant, and the same shall be documented by the Concessionaire.
- (b) The Concessionaire shall be liable for penalty in accordance with Article 5.6(c) of this Agreement read with Annexure 1 to this Schedule in the event of transportation of Hazardous Waste or construction debris to the Treatment Facility or the Landfill Facility.

5 Complaint Redressal

- 5.1. Establish a coding mechanism to easily identify the command areas and nodal officers.
- 5.2. Establish the hierarchy of command areas, in the Area of Operations, and nodal officers in charge of each command area, so as to ensure that there is no ambiguity or overlap between the command areas.
- 5.3. The aforesaid “Complaint Redressal Centre” shall be kept operational at all times on all seven days of a week throughout the year.
- 5.4. All complaints related to the Project, received from generators of

MSW or NDMC would need to be addressed within 24 hrs of receiving the complaint failing which the Independent Consultant/ NDMC will have the right to demand an explanation or resolution of the complaint to their satisfaction.

- 5.5. A “complaint redressal log book” should be maintained by the Concessionaire for the Area of Operations containing information including time and date of each complaint, complaint type, action taken and time taken for compliant redressal.
- 5.6. The Concessionaire would be required to submit a monthly complaint and redressal record to the Independent Consultant with a summary of complaints including:
- (a) Number of complaints during the previous month.
 - (b) % of complaints addressed in 24 hours
 - (c) % of complaints not addressed in 24 hours and reasons therefore
 - (d) Major unresolved complaints if any

The compliance with O& M Requirements laid out in this section shall be evaluated with reference to the Compliance and Tolerance Criteria set out in Annexure 1 of this schedule.

6. AWARENESS CAMPAIGN

6.1 Design of Awareness campaign prior to COD

The Awareness Campaign should be designed in such manner that it reaches out to all the categories and sections of generators of MSW.

6.2 Awareness campaign post COD

6.2.1 The Concessionaire shall submit an annual program of Awareness Campaign to the Independent Consultant and NDMC within the first month of each calendar year clearly notifying the components & expenditure under each head of expense.

6.2.2 The Concessionaire shall with the assistance of NDMC, educate the generators of MSW about the service that is being provided by the Concessionaire and shall provide and distribute information about

the rights and responsibilities of the generators of MSW.

- 6.2.3 The Concessionaire shall also instruct the generators of MSW from time to time about MSW placement and delivery requirements, including provisions for special collections.
- 6.2.4 The concessionaire shall duly inform the generators of MSW about the phone numbers of the Complaint Redressal Centre and also indicate the same at Garbage Stations, Street Corner Bins, loading and transportation vehicles and the Complaint Redressal Centre.
- 6.2.5 The Concessionaire shall organize quarterly awareness drives for two bin system for Biodegradable MSW and Non-biodegradable MSW for segregation of MSW at source.
- 6.2.6 The Concessionaire shall organize quarterly awareness drive for segregation and proper disposal of Hazardous Waste & recyclable substances.

7 Format of Reports

The Concessionaire shall report the activities being carried out during the Concession Period in the manner as set out below.

7.1 Reporting Requirements during the Implementation Period

During the Implementation the Concessionaire shall submit to the Independent Consultant monthly progress report (for each calendar month or part thereof) within 5 working days of the last day of the month. The report shall review the progress made, identify slippages if any, and project the future activities to be undertaken (including rectifications), operational and maintenance activities undertaken.

7.2 Reports during the Operations Period

The Concessionaire shall submit the following reports in accordance with specific provisions of the Agreement, duly verified by the Independent Consultant

- 7.2.1 Monthly Tipping Fee Statement. This shall be monthly compilation of records of the quantum (measured in tones) of Biodegradable MSW, Non-Biodegradable MSW and Landscape Waste deposited at the Landfill Facility and / or Treatment Facility, duly countersigned by the Independent Consultant.

-
- 7.2.2 Monthly report of collection and transportation of MSW, Landscape Waste and shall include data on vehicle trips, number of vehicles deployed transported during the month, in a format finalized in consultation with the Independent Consultant.
 - 7.2.3 Annual compilation of Monthly Tipping Fee statement as mentioned above to the Independent Consultant and NDMC in a format decided in consultation with the Independent Consultant.
 - 7.2.4 The Concessionaire shall submit a quarterly report to NDMC containing the list of circles and their performance on segregation levels in order to aid monitoring of generator level segregation
 - 7.2.5 Monthly compilation of complaint redressal performance
 - 7.2.6 Annual fitness certificate of the transportation vehicles and loading equipment.
 - 7.2.7 Yearly report on plan for Awareness Campaign
 - 7.2.8 Disagreements / disputes, if any and proposed measures to be taken
 - 7.2.9 Brief report of any accident/incident related to the Project, injury/fatality, property damage, cause of accident and actions taken to avoid recurrence

8 Codes and Standards

- 8.1 The following standards in order of preference shall be adopted in consultation with the independent Consultant, unless otherwise specified:
 - (a) Bureau of Indian Standards
 - (b) MSW Rules
 - (c) Any other standards specified by statute and Applicable Law
 - (d) Suitable specification/standard devised by the Independent Consultant
 - (e) Any other standard proposed by the Concessionaire and approved by the Independent Consultant
- 8.2 All items of building works shall conform to Central Public Works Department specifications for Class 1 building works and standards given in the National Building Code.

S No.	Assets/Project Deliverables / Service Standards	Performance Target	Tolerance Criteria / Penalty on not meeting the criteria	How /When measured	Mechanism of Penalty
I	INFRASTRUCTURE FOR HANDLING SEGREGATED WASTE				
1.1	Street Corner Bins				
A	Clearing of MSW-Daily	100% of bins once in 24hr	<p>Less than 5 percent of total community bins are not cleared on monthly basis – Fine of Rs. 20000/-</p> <p>5% to 7% on monthly basis- Fine of Rs. 30,000/-.</p> <p>7% to 10 % on monthly basis - Fine of Rs. 50,000/-</p>	<p>Monthly Inspection of (i) Complaints records, (ii) Log books and (iii) Operations</p>	<p>Step 1 Issue of notice upon non compliance at the end of the month</p> <p>Step 2 Issue of notice and payment of penalty on account of non compliance on any one or more of (a) to (e) for three consecutive months.</p> <p>Step 3 Maximum Penalty of Rs. 50000 on reported non compliance on any one or more of (a) to (e)</p>
B	No overflow of MSW from the Street Corner Bins / Community Mobile Bins	95% of bins	<p>Less than 5 percent on monthly basis of total community bins - No Penalty</p> <p>5% to 7% on monthly basis - Fine of Rs. 20,000/-</p> <p>7% to 10% on monthly basis - Fine of Rs. 30,000/-</p>	<p>Monthly Inspections and (ii) Project Facilities</p>	

c)	No breakdown of vehicles. (10% Reserve Fleet should be provided)	100% of vehicles	10% to 20% vehicles per day on monthly basis - Fine of Rs 30000/- 50000/- 3 vehicle to 5		
2	FLEET & LOGISTICS INFRASTRUCTURE				
			day- Fine of Rs 50000/-		
2.1	Transportation Vehicles & Loading Equipments				
a)	Protective	100% of	Less than 5	Monthly	Step 1
3	SERVICE REQUIREMENTS		percent on	Inspection of :	Issue of notice
	workers		monthly	(i) Operations	upon non
3.1	Collection & Transportation Standards for MSW/Landscape Waste		basis - Fine of Rs. 20000/- 5 to 5	and (ii) Project Facilities	compliance at the end of the month
a)	No spillage / leakage while transportation	100% of time inspected	5% to 10% vehicles per month - Fine of Rs. 30000/- 30000/- 5 to 10 vehicles per month - Fine of Rs. 50000/- 50000/-	Monthly inspection of : (i) Operations and (ii) Project Facilities	Step 1 Issue of notice upon non compliance at the end of the month Step 2 Issue of notice and payment of penalty on account of non compliance on any one or more of (a) to (c) for three consecutive months. Step 3 Maximum Penalty of Rs. 50000 on reported non compliance on any one or more of (a) to (c)
b)	Daily cleaning & disinfection	100% of vehicles	Less than 5 percent on monthly basis - Fine of Rs. 20000/- 5% to 10% on monthly basis -Fine of Rs 30000/-		Step 3 Maximum Penalty of Rs. 50000 on reported non compliance on any one or more of (a) to (c)
4	COMMAND – CONTROL – RESPONSE MECHANISM				
A	Timings – Operational from 7.00 AM to 6.00 PM on all seven days throughout the year	100% Compliance	10% to 20% If less than 10 complaints is not redressed within 24 hrs - Fine of Rs. 50000/- 20000/-	Monthly Inspection of operations	Step 1 Issue of notice upon non compliance at the end of the month Step 2 Issue of notice and payment of
			If more than		

			10 complaint is not redressed within 48 hrs – Fine of Rs. 50000/-		penalty on account of non compliance on any one or more of (a) for three consecutive months. Step 3 Maximum Penalty of Rs. 50000 on reported non compliance on any one or more of (a)
5	TRANSFER STATION (To be completed in one year after all permissions from NDMC)	100% compliance	0%	Monthly Inspection of operations	Step 1 Issue of notice upon non compliance at the end of the month Step 2 Issue of notice and payment of penalty on account of non compliance Step 3 Maximum Penalty of Rs. 5,00,000/month on reported non compliance

ANNEXURE 1: COMPLIANCE AND TOLERANCE CRITERIA TO O&M REQUIREMENTS

- Explanation of Penalty Structure: As can be seen from the table in Annexure 1, there are two categories of O & M obligation. The first category is where non compliance invites monetary penalty and the second category where non compliance qualifies for issue of Notice to Remedy. There are twelve instances where a reported non compliance by the Concessionaire can invite a penalty of Rs.50000 each under categories namely Street Corner Bins, Garbage Stations, Transport and Loading Vehicles, Collection & Transportation Service Standards, transfer station construction and Complaint Redressal Cell. Hence it may be noted that the maximum penalty the Concessionaire will have to pay

during a month (excluding the penalty on account of 5 in the above table) would amount to 6.0 lakhs (12X0.5 lakhs) only.

Non completion of construction of transfer station in one year shall lead to penalty of Rs.5,00,000/month

SCHEDULE – E

INDEPENDENT CONSULTANT – INDICATIVE ELIGIBILITY CRITERIA, QUALIFICATION PARAMETERS AND SCOPE OF WORK

PART A ELIGIBILITY CRITERIA AND QUALIFICATION PARAMETERS

1. Eligibility Criteria

The Applicant shall be a Person/Body/Company/Firm

2. Qualification Parameters

The Applicant must satisfy *any one* of the following qualification criteria for experience.

- a. Experience as Independent Consultant / Project Engineer/ Project Management Consultant for atleast two projects, of 200 tonnes per day capacity, of Municipal Solid Waste / Industrial Waste / Hazardous Waste / Biomedical Waste management projects during the last five years;
- b. Experience in preparation of Detailed Project Reports comprising construction and operations plans, engineering drawings for atleast two projects, of 20 tonnes per day capacity, of collection and transportation or treatment and disposal of Municipal Solid Waste / Industrial Waste / Hazardous Waste / Biomedical Waste, which have been approved by the Client during the last five years;
- c. Experience as Independent Consultant / Project Engineer for atleast two core sector projects⁴ of project cost of atleast least Rs.150,000,000/- (Rupees Fifteen Crores), implemented in the last five years.

⁴ *Core sector would be deemed to include roads, expressways, bridges, tunnels, airfields, telecom, ports, railways, industrial parks, petroleum and natural gas, petrochemicals, steel, cement, fertilizers, mining, pipelines, irrigation, water supply, sewerage and real estate development.*

Note: The department may change the eligibility criteria as per requirement/governing norms.

3. Procedure for Appointment

- a) The procedure of appointment of Independent Consultant shall be through a competitive bidding process as per governing guidelines.

PART B: SCOPE OF WORK

1. Role of the Independent Consultant

The Independent Consultant is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Independent Consultant shall encompass:

- 1.1 Independently review, monitoring and where required by the Agreement, to approve the design, construction, operation and maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Design and Construction Requirements and O&M Requirements;
- 1.2 Verification and checks of weighment and Testing of the MSW at the Treatment Facility and / or Landfill Facility and ensuring that construction debris is not mixed with MSW and transported to the Landfill Facility or Treatment Facility;
- 1.3 Report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- 1.4 Assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and
- 1.5 Review matters related to safety and environment management measures adopted by the Concessionaire for the Project.

2 Scope of Services of the Independent Consultant

The services to be provided by the Independent Consultant in accordance with the applicable provisions of this Agreement are

specified in this schedule.

2.1 Obligations during Implementation Period

- (a) Review of the Transition Plan and the Operations Plan submitted by the Concessionaire;
- (b) Monitoring and reporting to the NDMC on whether the Concessionaire has complied with the timelines for activities as specified in the Operations Plan in (a) above;
- (c) Verify and report to NDMC whether (i) the New Project Facilities comply with the Design and Construction Requirement and (ii) the Project Facilities comply with all Applicable Law including MSW Rules;
- (d) Issue Readiness Certificate to the concessionaire on completion of construction works;
- (e) The Independent Consultant shall undertake, interalia, the following activities and where appropriate:
 - (i) Require suspension of whole or any part of the Construction Works if in its reasonable opinion the same does not conform to the Design and Construction Requirements;
 - (ii) Require clearing of any construction site of all construction equipment, surplus materials, debris and temporary installations as per applicable provisions of this Agreement;
 - (iii) Review the monthly progress report submitted by the Concessionaire during the Implementation Period and its conformity with the Transition Plan and the Operations Plan, report on the same to the NDMC and suggest corrective measures, if any;
 - (iv) If during the course or upon review / inspection undertaken by the Independent Consultant, it transpires that either of the Parties is in breach/ default of any of its obligations under the Agreement, the Independent

Consultant shall, under intimation to both the Parties, require the defaulting Party to remedy such breach/default within time frame as may be felt suitable by the Independent Consultant.

2.2 Obligation during Operations Period

2.2.1 Monitoring at Treatment Facility and Landfill Facility

The Independent Consultant shall undertake the following activities:

- (a) Verification of the weighment;
- (b) Ensure that the Concessionaire does not mix construction debris with the MSW and Landscape Waste and transport he same;
- (c) Verification of the Testing of the MSW in accordance with O&M Requirements;
- (d) Verification of the records generated at he weighbridge and Waste Inspection Area;
- (e) Issue “Notice to Remedy” in event of observing non-compliance to O&M Requirements;
- (f) If during the course or upon review/inspection undertaken by the Independent Consultant or otherwise, it transpires that either of the Parties is in breach/default of any of its obligations under the Agreement, the Independent Consultant shall, under intimation to both the Parties, require the defaulting Party to remedy such breach/default within such time and in such manner as the Independent Consultant may deem fit and in each case the same shall be recorded;
- (g) Monitor the variation in quantum of MSW during the Concession Period and report to NDMC in case of any abnormal increase in the quantum of MSW and investigate the reasons for

such increase.

2.2.2 Random inspection of Project Facilities

The Independent Consultant shall undertake inspection of the Project Facilities In such frequency and sample selection as mentioned in the table below:

S. No.	Project Facilities	Frequency of inspection	Sample selection requirement
1	Garbage Stations	Once a Month	A min. of 10% of the Garbage Stations selected at random from each circle. There should not be repetition of the same set of Garbage Stations in the next round of inspection.
2	Street Corner Bins	Once a Month	A min. of 10% of Street Corner Bins selected at random from each circle. There should not be repetition of the same set of Street Corner Bins in the next round of inspection.
3	Transportation and loading Vehicles	Once a Month	A minimum sample of 10% of each category of vehicles deployed in the Area of Operations. There should not be repetition of the same set of vehicles in the next round of inspection.
4	Transfer Station	Once a Month	Working of the Transfer Station along with 10% sample to be checked.
5	Door to Door	Once a	A min. of 10% of Door to Door

	/Street Level MSW Collection	Month	collection samples to be selected at random from each circle. There should not be repetition of the same set of Door to Door Collection Sample in the next round of inspection.
--	------------------------------	-------	---

2.2.3 Handback and Transfer of Project Facilities to NDMC

At the time of handback and transfer of the Project Facilities to NDMC at the end of Concession Period, the Independent Consultant shall:

- (a) Monitor the compliance with the Handback and Transfer Requirements as provided in this Agreement and
- (b) Issue a certificate of compliance on satisfactory completion of Handback and Transfer Requirements by the Concessionaire.

2.2.4 Maintenance of Records

The Independent Consultant would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Implementation Period and once every two months during the Operations Period as also to participate in emergency or extraordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.

2.2.5 The Independent Consultant shall maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following –

- (a) manpower deployed and other organizational arrangements of the Concessionaire;
- (b) Inspections undertaken and notices/instructions issued to the Concessionaire;
- (c) Review compliance by the Concessionaire with the Agreement;

- (d) Force Majeure Events;
- (e) Material and Persistent Breach of O&M Requirements and Events of Default by the Parties; and
- (f) Compliance by the Concessionaire with Handback and Transfer Requirements.

2.2.6 The Independent Consultant shall provide the following reports to the Parties:

Period / Event	Verification	Applicable report to be issued by the Independent Consultant
1. Implementation Period	<ul style="list-style-type: none"> – Review monthly progress report submitted by the Concessionaire. – Issue “Notice to Remedy” in event of non compliance by the Concessionaire 	
2. Monitoring at Weighbridge	<ul style="list-style-type: none"> – Verify weighment slip – Verify monthly Tipping Fee Statement – Verify that Concessionaire is not mixing construction debris with MSW and Landscape Waste during transportation to Treatment Facility / Landfill Facility 	Monthly Inspection Report
3. Monitoring at Waste Inspection Area	<ul style="list-style-type: none"> – Verify recording of Test results – Verify monthly Tipping Fee Statement and penalties (if applicable) as per the agreement. 	Monthly Inspection Report
4. Random Inspections of Project Facilities	<ul style="list-style-type: none"> – Advise NDMC on penalties payable by the Concessionaire in accordance with Annexure 1 of the O&M Requirements 	Monthly Inspection Report
5. Force Majeure/Material and Persistent Breach of O&M	<ul style="list-style-type: none"> – Issue “Notice to Remedy” in event on non compliance. – Records Events of Default, material/Persistent Breach of O&M 	

Requirements/Events of Default.	Requirements, Force Majeure Events	
6. Handback and Transfer of Project Facilities	<ul style="list-style-type: none"> – Specify list of works/jobs to be carried out by the Concessionaire. – Specify list of items to be handed back and transferred back to NDMC by the Concessionaire. – Verify compliance by the Concessionaire with Handback and Transfer Requirements 	Issue of compliance certificate of Handback and Transfer Requirements

2.2.7 Material and Persistent Breach of O&M Requirements

The Independent Consultant shall monitor the performance of the Concessionaire and report on incidence of Material and Persistent Beach of O&M Requirements with reference to the Compliance and Tolerance Criteria as laid out in Annexure 1 of the O&M Requirements:

2.3 Awareness Campaign

The Independent Consultant shall review the Awareness Campaign program conducted by the Concessionaire in accordance with the O&M requirements.

2.4 General Obligations

The Independent Consultant shall carry out such other functions as may be specifically assigned to it under the Agreement including certification of adequacy of insurance and verification of termination payments.

SCHEDULE – F

PERFORMANCE SECURITY

THIS DEED OF GUARANTEE executed on this the ____ day of _____2014, at _____ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

In favour of

New Delhi Municipal Council, a body corporate constituted under the New Municipal Council Act, 1994 (hereinafter referred to as “NDMC” which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- B. By the Agreement (“AGREEMENT”) being entered into between NDMC and _____, a company incorporated under the provisions of the Companies Act, 1956, having its registered office address _____ at _____ (“Concessionaire”), the Concessionaire has been granted the Concession to implement the Project envisaging collection and transportation of Municipal Solid Waste and Landscape Waste in the Area of Operations (hereinafter referred to as “The Project”).
- C. In terms of Article 5.1 of the Agreement, the Concessionaire is required to furnish to NDMC, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ as security for due and punctual performance/discharge of its obligations under the Agreement, relating to achievement of COD by the Concessionaire.
- D. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s _____ (hereinafter call “the Concessionaire”) of all its obligations relating to the Project and in connection with achievement of COD by the Concessionaire, in accordance with the Agreement.
3. The Guarantor shall, without demur, pay to NDMC sums not exceeding in aggregate Rs. _____ within five (5) calendar day of receipt of a written demand thereof from NDMC stating the Concessionaire has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by NDMC and shall pay the amount specified in the demand, notwithstanding any

direction to the contrary given or any dispute whatsoever raised by the Concessionaire or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, NDMC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/delayed exercise of any of its rights by NDMC or any indulgence shown by NDMC to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variations, extension, postponement, non exercise, delayed exercise of any of its rights by NDMC or any indulgence shown by NDMC, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until _____ unless discharged/released earlier by NDMC in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. _____ only.
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/ the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligation contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

Notwithstanding anything contained herein:

- 1) Our Liability under this bank guarantee shall not exceed Rs. _____ only
- 2) This Bank Guarantee shall be kept valid till the completion of work or payment of final bill or peaceful handover of NDMC's Project assets(Dhalao's/WSDs/Workshop/Transfer Station) whichever is later.
- 3) We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon a written claim or demand on or before 18 months from the Appointed Date.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS
HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE
WRITTEN.

SIGNED AND DELIVERED

By _____ its _____

Authorized official.

Ref No.: _____

Date: _____

Director (Project)
Room No. 7008, 7th Floor,
Palika Kendra, N.D.M.C.
New Delhi – 110001.

Sub: Submission of Final Concession Agreement for execution with the successful bidder of the PPP Project for collection & transportation of MSW in selected NDMC circles.

Please find enclosed the final concession agreement which has been printed on legal paper for execution. This the approved version of the document which was uploaded on the NDMC website.

We would like to submit that the documents may be executed date _____ given by NDMC for execution of agreement.

Yours sincerely,

Enclosed: As State above

SCHEDULE – G**INDICATIVE APPLICABLE PERMITS**

S. No.	Permits	Agency
1	Permits for Drivers	Transport Department, Government of NCT Delhi.
a.	Permanent driving licence depending on vehicle type	Transport Department, Government of NCT Delhi.
2	Permits for Vehicles	Transport Department, Government of NCT Delhi.
a.	Vehicle Registration	Transport Department, Government of NCT Delhi.
b.	Fitness certificate	Transport Department, Government of NCT Delhi.
c.	Pollution control certificate	Transport Department, Government of NCT Delhi.
3	Water Connection	Delhi Jal Board / N.D.M.C.
4	Application for PAN and other tax registration	Income Tax Department, Government of NCT Delhi.
5	Clearance for employing labour and Primary employer	Labour Commissioner
6	Employment of Migrant labour	Labour Commissioner
7	Fire safety equipments	Government of NCT Delhi / Fire Department / Police Department
8	Working in Night Shifts	NDMC / Police Department

RESPONSE TO PRE-BID QUERIES

I

S.No.	Query	Response/Amendment
1	The Bidders should have been registered with the Labour Commissioner under Section 7 of the Contract Labour. Dose NDMC intend to issue Form 5 for registration under labour contractor.	This clause has been removed. NDMC shall issue Form 5 upon best efforts. However, bidder shall give an undertaking that bidder shall get itself registered within 6 months of award of contract subject to issuance of Form 5 from NDMC.
2	Since the project is for essential services and massive deployment of labour and infrastructure is required; in order to reduce the dependence on a single company due to eventualities like strike/bankruptcy etc, bidders already operating in other zones of Delhi would not be allowed to participate in case they are already serving either any three zones of Delhi or Lifting 1000 MT per day of MSW under NDMC, EDMC, NDMC, SDMC and DCB. Please explain in detail	The clause is clear with logic behind the same. Even SDMC/EDMC/NDMC incorporate similar clauses to reduce dependence on a company. Amended Clause, "Since the project is for essential services and massive deployment of labour and infrastructure is required; in order to reduce the dependence on a single company due to eventualities like strike/bankruptcy etc, bidders already operating in other zones of Delhi would not be allowed to participate in case they are already Lifting 1000 MT per day of MSW under East Delhi Municipal Corporation and/or South Delhi Municipal Corporation and/or North Delhi Municipal Corporation and/or DCB."
3	The Proposal shall remain valid for a period not less than 90 (Ninety) days from the Proposal Due Date (hereinafter referred to as "Proposal Validity Period"). NDMC reserves the right to reject any Proposal, which does not meet this requirement. In case if the proposal submitted is selected as L1 and the same proposal gets delayed for more than 90 days for award of work(LOI)- in such cases dose NDMC open for rate negotiation	There shall be no delay in award of work.
4	Payment Terms & Tipping Fee The revised rate of Per Day (A0) based on change in rate of fuel and in rate of ... NDMC should also consider other factors such as spares parts and tyres(the two main consumables component in vehicle operation in C & T projects) under the segment.	The tipping fee shall be increased @ 7% p.a. from the date of submission of bid.
5	NDMC shall start the process for	NDMC shall, within 30 days from the date of

	release the Tipping Fee payable to the concessionaire within 4 weeks from the date of receipt of invoice. NDMC must provide the maximum time limit for payment of tipping fee. 30 days, 45 days, 60 days in each case from the date of submission of invoice.	receipt of the Tipping Fee Statement along with the bill, pay to the Concessionaire Tipping Fee in accordance with the formulae given in this sub-article mentioned in the Concession Agreement.
6	Apart from the fixed/immovable infrastructure-other infrastructure such as fleet should not be taken back by NDMC under termination payment term in any case within first 5 year of the project. (either concessionaire event of default or NDMC event of default)	This clause has been removed from the Rfp and the procedure for handling any such eventuality has been incorporated in Concession Agreement Since these are essential services and the services cannot be discontinued, NDMC shall take over all the infrastructure upon termination of the agreement.
7	Dose this includes all commercial establishments, offices, hotels etc since as on date each and every unit is having their own small time contractors. Dose NDMC intend to bring all above said units under the proposed system under Rfp document, since MSW is the sole responsibility of Municipality.	NDMC is responsible for providing receptacles and collection of garbage. NDMC does not enter anyone's premises for this purpose but in big establishments where both the parties i.e. NDMC and custodian of premises agrees then as per the ease of NDMC garbage is lifted. Moreover, action is taken as per NDMC Act, 1994. Details of Circle, Hot Spots and Market Places and designated place of community mobile bins have been provided in Concession Agreement.
8	NDMC must provide a detail of Auto Tipper 7 Tricycle required for Door to Door for circle specific along with back up fleet to avoid any confusion.	Details of number of Auto tippers desired has been mentioned in the Concession Agreement. Balance fleet required has to be assessed by the bidder on its own.
9	Sufficient number is a very vague number. NDMC should provide the no. of SCB's required all cross the 14 circles and should also provide the phases for replacement of SCBs. Like in 2nd or 3rd or 4th year these many no of bins required to be places. It is essentially required for calculation of per ton to cost.	The number of bins desired has been specified in the Concession Agreement. Bidder shall be required to assess the Replacement/maintenance of the bins on their own.
10	Dose NDMC have a model for state of art transfer station. Site of TS should also be provided along with the total area by NDMC for better understanding. Dose NDMC agrees to support in providing all essential permissions and connection in construction of Transfer Station.	The details of Transfer Station have already been shared in the pre-bid meeting and incorporated in Concession Agreement. NDMC shall provide all necessary approvals for construction of transfer station.

11	NDMC should provide the detail of parking and workshop space. It is essentially required for evaluation of per to cost.	The details of Workshop have already been shared in the pre-bid meeting and incorporated in Concession Agreement.
12	Penalty Terms needs to be provided for greater clarity.	Please refer to Concession Agreement
13	In normal practice Waste to energy facility at Okhla receives waste from the NDMC area based on the condition that the density of the waste is below 500KG/Cum in a non-compacted vehicle. Over and above WTE plant rejects. however, in case of Transfer Station facility with compaction facility the density will be more. In such case doe NDMC agrees to get is considered at WTE plant.	Yes.
14	In case if WTE plant is not functional- which is going to be alternate dumping site Gazipur of Okhla. For any other dumping site concessioner needs to ensure dumping permission from other municipality. Dose NDMC agrees to facilitates the required permission within stipulated time to avoid stacking of waste at transfer station.	In such a situation, NDMC shall arrange necessary permissions/approvals from concerned department.
15	The TS is proposed at Rajnagar. The area proposed is 1.5 acres. It must have a layout and orientation to accommodate the TS.	The bidder is required to propose a suitable Transfer Station keeping in view the area available.
16	The specification as well as quantity to be handled is not mentioned.	The question is not clear.
17	TS is falling a sensitive area. Approvals may be a tough task.	It would be the responsibility of NDMC to arrange all required approvals.
18	Whether TS is under EPC or BOOT. As part of the project is C & T with life of 7-8 years. It does not match with the TS life.	BOOT. The tenure of the concession agreement has been has been kept as 10 years keeping in view the usable life of vehicles and Transfer Station.
19	What is enforcement mechanism proposed by NDMC for Hotels, Institutions or bulk generators who handles waste according to its own convenience.	In case of any violation, NDMC will take action as per prevailing laws.
20	What will happen to horticulture waste. Should it go TS/Okhla compost plant? As it is not recommended to W2E.	It will go to Landfill/WTE Plant.

21	What will happen to Chintan whom NDMC has already awarded D2D. It is s valid Work Order to them.	No work has been awarded to Chintan.
22	Is the proposed project approved by the Government. If so it the approval copy to be made the part of the RFP.	Not required
23	What is the mechanism to Construction and Debris Waste Management. It must be linked to WPI apart from fuel and manpower escalation.	Not applicable
24	Qualification Criteria should include TS O&M experience	No change is envisaged.
25	At 95% payment should be made by within 5 days of beginning of the month and balance with 25 days after scrutiny and certification.	No change is envisaged.
26	Is IC needed for the project, if so then that should also be advertised simultaneously.	The Scope of Work of Independent consultant along with indicative procedure for appointment is part of the Concession Agreement.
27	What is the Implementation Period for the project.	Please refer to Concession Agreement
28	What if there is a change in the P&D facility. Who will bear the cost of infrastructure required to be added in addition to the distance travelled.	The Concession Agreement has a provision increase in rates due to change in disposal site.
29	Would submission of RCs of 20 auto tippers which are atleast 2 years old be sufficient with a CA certificate regarding ownership?	Yes. However a certificate would be required from an officer not below the rank of Executive Engineer clearly mentioning the number of auto tippers(atleast 20) being operated along with period(atleast 2 years).
30	PF is currently not mandatory for labour drawing more than Rs. 6500 in a month. ESI is however mandatory. Hence only ESI challan would reflect no. of labour.	Agreed
31	We request you to consider financial of the year ending 31.03.2013 since the audited financial of 31.03.2014 would not be available by 11th April.	Balance Sheet for the year ending 31st Mar 2013 would be accepted. However, the bidder shall give an undertaking that the Net Worth for the year ending 31st Mar 2014(unaudited) is above the required net worth.
32	We request you to seek profitability clause instead of Net Cash Accruals	No change is envisaged
33	We request you to re-work the escalation clause. Fuel/Lubes/Tyre cost component should be 40% and labour component should be 45%.	Please refer to pre bid clarification no. 4.

34	Change in rate due to change in location of SLF is missing.	Please refer to Concession Agreement
35	The no. of auto tippers and Street-corner bins required should be fixed by the department.	Please refer to pre bid clarification no. 8 & 9.
36	Space of parking, work shop and transfer station should be given free of cost.	Yes, Please refer to Concession Agreement
37	Tipping should be revised on monthly basis	No change is envisaged.
38	Tenure of the contract is not clear. Life of chassis is 15 years and for most competitive rates the tenure should be 15 years.	Please refer to Concession Agreement
	The contract period is not mentioned. We suggest that it should be in multiples of 5. For most competitive rates the period may be kept as 15 years from COD.	-do-
39	Complete document is not uploaded on line.	The revised Rfp and Concession Agreement have now been uploaded after considering the queries of all the bidders.
40	Implementation period should be 9 months after financial closure	No change is envisaged
41	Banks do not lend companies which are incurring losses. In most tenders, it is a financial eligibility criteria also. This clause would filter only stable concessionaires. A certificate from Bank in support of project may also be sought.	No change is envisaged
42	In case a company has three years experience wherein the COD was achieved at the end of 2nd year. Would you consider this experience?	The experience would be considered only after deployment of all infrastructure required as per agreement i.e. after issuance of COD.
43	IEC is a very crucial component for achieving desired segregation results. NDMC, has elite and educated population amongst other zones of Delhi and efficient steps/IEC can make it a role model for the country. Hence, suitable weightage/PQ should be kept for having experience in conducting IEC.	Please refer to revised Rfp.
44	The escalation clause is not logical. Fixed cost would be hardly 15-20%.	Please refer to pre bid clarification no. 4.
45	We should be given higher rate for working on National holidays.	No change is envisaged

46	The turnover clause for financial eligibility is missing. It is mandatory as per CPWD norms.	No change is envisaged.
47	The route plan of tippers for door to door collection should be shared. Also suggest the detailed methodology for door to door collection since it has been a failure in MCD.	The route plan shall be finalized by NDMC in coordination with concessionaire during implementation. Only street level collection i.e. operation of specified number of Auto Tippers on pre-determined routes shall be required.
48	We request you to give 80% payment immediately upon submission of bill. Further an escrow account to reserve funds should be maintained.	No change is envisaged
49	Please include Substitution Agreement to facilitate financing.	NDMC shall upon request from concessionaire, enter into Substitution Agreement with the Lender.
50	We understand that past tender of SWM in Delhi have been completed concession period on 30th Jan 2014. Private parties who are serving in extended period should be eligible to bid. The criterion specified seems unjustifiable and invalid keeping in view many other tenders for Waste Management all across India. There is no lower limit defined for tonnage per day for eligibility.	Agreed. Contracts which have already been completed and operating temporarily on extension would not be considered under clause 2.4
51	We request NDMC to arrange a visit of the complete area so that aspects can be assessed physically.	Bidders may do so on their own.
52	Kindly clarify as to who will be the competent authority in this regard and the process of certification of bills submitted.	Bill shall be verified by Independent Consultant/NDMC for releasing payments.
53	We request NDMC to add to the clause that if payments of bills are not made within 4 weeks, interest @ 15% per annum should be paid to the concessionaire with the payment of bills.	In case of delay in release of payments by NDMC beyond 30 days of submission of bill, penal interest @ SBI Prime Lending Rate shall be paid by NDMC.
54	Change in rate due to change in landfill site.	Please refer to Concession Agreement, Clause 6.3
55	NDMC is requested to provide termination payment on account of NDMC event of default	Please refer to Concession Agreement, Clause 9.2(f)
56	Please provide details of already constructed garbage stations.	Please refer to Concession Agreement, Schedule B.

57	NDMC is requested to provide DCA of the tender.	Please refer to pre bid clarification no. 4.
58	Kindly give details of location & current situation of the workshop being provided by NDMC. Kindly arrange site visit so that the expenditure for repairs can be assessed.	Location details are available in Concession Agreement. Bidders are advised to visit the site(s) and assess the work required to be done on their own.
59	Kindly provide locations for the proposed transfer stations.	Location details are available in Concession Agreement.
60	Kindly provide the current Landfill site being used for MSW. In case the Landfill site is changed what will be the formula to compensate the distance between the Landfill sites.	Please refer to Concession Agreement. Please refer to Concession Agreement, Clause 6.3 for compensation due to change in site.
61	Kindly provide the current Treatment Facility being used for Landscape Waste. In case the Treatment Facility is changed what will be the formula to compensate the distance between the Treatment Facilities.	Please refer to Concession Agreement. Please refer to Concession Agreement, Clause 6.3.
62	NDMC is requested to mention Concession period of the tender.	Please refer to pre bid clarification no. 4.

II

S.No.	Query	Response/Amendment
1	<p>This is not a fair clause. We, Ramky Enviro Engineers Ltd., operating two zones in North Delhi Municipal Corporation and operating more than 1000 MT per day. As per this we are not eligible. Along with us one more existing operator will be ineligible.</p> <p>If New Delhi Municipal Council wants not to entertain any of the existing players who ever is operating in other Councils, its fair. But eliminating only two players are not fair and we should be given a chance to participate.</p> <p>Recently South Delhi Corporation and North Delhi Corporation have issued notifications but they never put such condition, they mentioned that each zone will be given to one concessionaire. It's a fair deal.</p> <p>Recently Municipal Corporation, Chennai issued notification for out sourcing of additional 4 zones.</p>	<p>Even the erstwhile MCD had kept a ceiling on maximum number of zones that can be awarded to a single vendor to Three(Out of twelve MCD zones)</p>

	<p>We are operating 3 of the major zones with 5000 manpower. We are the only one private operating in Chennai. Though we are operating with 5000 man power and that too the prime areas of Chennai, they allowed us to participate. The tender is under finalization.</p> <p>Ramky is a pioneer company in environment Business, eliminating such company is not at all fair. We request you to change the condition and allow all those who are meeting the qualification mentioned.</p>	
2	<p>Any PPP project tender document should consist of RFP, Project information Memorandum, Draft Concession Agreement. The prospective bidders would go through the documents and offer their suggestions, queries for the pre bid meeting and would sought the clarifications. In this tender only the RFP was issued, remaining two documents are not issued. Request you to issue the remaining two documents and also have one more pre bid after the release of the two documents. Sufficient time may also be given to read and come back with queries.</p> <p>The bid document is not in full shape, the project information Memorandum and the Draft Concession is not supplied. Request you to provide the same so that the concessionaires will come out with correct proposal.</p>	<p>Rfp was uploaded online and Draft concession Agreement was circulated in the pre bid meeting.</p> <p>The fresh Rfp and DCA are now being uploaded.</p>
3	<p>It is mentioned any new tax application on monthly billing imposed by government of India will be reimbursed by NDMC. Request to include Government of Delhi also as there is a possibility of state Government can also impose taxes.</p>	<p>Any tax(State/Central) applicable on monthly billing would be reimbursed as per actuals only.</p>
4	<p>Details not indicated, pls furnish</p> <p>The detail of termination payment on the NDMC event of default not mentioned please mention</p> <p>Either side the procedure for termination may be informed.</p>	<p>Please refer to Concession Agreement.</p>
5	<p>The tender duration not indicated anywhere; it is very important, furnish the duration.</p>	<p>Please refer to Pre Bid Clarification No. 18.</p>
6	<p>Door to door mechanization and to avoid human contract – this needs detailed explanations, what type of service you are expecting, what type of vehicles an systems you are expecting needs clarity.</p> <p>Minimize double handling of waste – needs clarity</p> <p>What type of vehicles are required for the presidents and Prime Ministers houses and Parliament Annex – please clarify for better understanding.</p>	<p>Please refer to Rfp and Concession Agreement.</p> <p>Bidders is required to submit the proposal as per MSW Rules 2000(As amended from time to time)</p>

7	<p>At page 24, indicated that the door to door scheme of NDMC is in force as per the scheme approved by the NDMC (Council Resolution attached). The segregation is being done in NDMC area.</p> <p>At page 25: indicated that minimizing displacement of existing formal and informal workers.</p> <p>These are all contradicting, when there is an existing system, what will happen to the system. Did the NDMC is going to discontinue the existing system.</p> <p>What will happen to the existing workers who are engaged in the door to door collection. What is the obligation of the new concessionaire to engage or not to engage, how NDMC is going to rehabilitate them or address the issue – needs clarity.</p>	<p>Upon signing of Concession Agreement, NDMC shall discontinue all previous contracts which form part of the scope of the work to avoid duplication.</p> <p>The bidder is expected to employ existing formal/informal workers if required as far as possible. However there is no obligation on the bidder in this regard.</p>
8	<p>For the primary collection of door to door we have to provide auto and tricycle,</p> <p>To assess the requirement, we need the no. of households, commercial establishments, offices, complexes ward wise so that we can correctly assess the requirements.</p> <p>Also need to understand which type of vehicles for which places Is there any timing proposed by NDMC or is it as per the discretion of the concessionaire.</p>	<p>Please refer to Concession Agreement.</p> <p>The bidder shall be required to operate Auto Tippers as per route plan finalized by MOH/IC in coordination with concessionaire.</p> <p>The times may vary from time to time as per requirement. However, the overall working hours for Auto Tippers shall not exceed 10 hours in a day under normal circumstances.</p>
9	<p>Who will do the street sweeping</p> <p>Who will put the street sweeping material in the bin</p> <p>Who will put the horticulture waste in the bins</p> <p>Please clarify for better understanding.</p>	<p>Generally the waste generators are required to put the garbage/horticulture waste into bins. Awareness campaigns shall reduce such instances considerably.</p> <p>However, whenever the site is attended by the concessionaire as per route plan/complaint, the MSW/Horticulture waste littered around the bin should also be lifted.</p>
10	<p>The number of street corner bins should be specified as this is going to be a dispute on the</p>	<p>Please refer to Concession Agreement for number of</p>

	<p>number.</p> <p>It was indicated to provide 2 bins per sq. km area. At page 25, it was mentioned that the area of NDMC is 42.74 sq.kms; it means @ 2 bins per sq. km, the total number of bins required are 86 only. To our understanding the 86 numbers are not sufficient.</p> <p>It is better to indicate a specific number so the concessionaire will also work out the cost in his financial model.</p>	bins and placement.
11	<p>It's a welcome move that NDMC itself is refurbishing and maintain throughout the contract period. Appreciate the gesture.</p> <p>It's a welcome move, the location may be indicated basing on which the distances for trips for each vehicle may be calculated</p>	Please refer to Concession agreement
12	<p>State of the art transfer station construction involves huge capital investment. The land belongs to the NDMC, if the contract is for a shorter duration; it's not viable for any concessionaire to construct. It is better that NDMC can take up the construction as it would be a permanent asset for the corporation. To that extent the tipping fee would be reduced.</p> <p>Request to indicate the location of the transfer station.</p>	No change is envisaged. Please refer to Concession Agreement for location of Transfer Station.
13	<p>List not attached, please furnish</p>	Please refer to concession agreement
14	<p>The workers are reluctant to work on Independence Day, Republic day, Valmiki Jayanthi, Holi festivals. Though concessionaire willing to pay double the wage, working on these days has been optional for the workers.</p>	The concessionaire is required to have suitable arrangements for festivals.
15	<p>It was proposed at page no.22 monthly revision of fuel price basing on the change of diesel price. It was also proposed to revise the tipping fee based on the change on minimum wages. Minimum wages will change every 6 months.</p>	Please refer to Pre Bid Clarification No.4.
16	<p>In the financial proposal it was indicated the revision after every 12 months from the date of CoD.</p>	Please refer to Pre Bid Clarification No.4.

	It is confusing, please clarify on the above.	
17	Appointment of independent consultant not mentioned in the document.	Please refer to Concession Agreement.
18	It is better that the NDMC can take up the awareness campaign and involve the operator. The South Delhi has proposed the same, they are appointing a consultant for awareness, entire print material, adds cost, expenditure will be borne by the SDMC and they will involve the operator for propagating the same model is the best and it may be followed.	Please refer to Concession Agreement.