

Tender No: 01/20-21



Name of Work: Request for Proposal (RFP) for Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis.

Tender Reference Number:

Issued By:

Nashik Municipal Corporation

Date: 29/10/2020

EMD Amount: INR 5,00,000 /-

Tender Fees: INR 11,890/- (Including GST 18%)}

Address:

Executive Engineer (Mechanical)

Nashik Municipal Corporation, Rajiv Gandhi Bhavan,

Sharanpur Road, Nashik - 422001

E-mail: se_mech@nmc.gov.in

Table of Contents

Disclaimer.....	4
Tender Notice.....	5
1. Invitation for Proposal.....	6
2. Key Events and Dates	6
3. Other Important Information Related to Bid	7
4. Instructions to Bidders	8
4.1. Background	8
4.2. Transfer of RFP	8
4.3. Consortium.....	8
4.4. Sub-Contracting Conditions	8
4.5. Completeness of Response	8
4.6. Proposal Preparation Costs.....	8
4.7. Bidder Inquiries	8
4.8. Amendment of RFP Document	8
4.9. NMC's right to terminate the process.....	8
4.10. NMC's Right to accept any Bid and to reject any or All Bids.....	8
4.11. Earnest Money Deposit (EMD).....	9
4.12. Language of Bids	9
4.13. Contact Details	9
4.14. Pre-bid queries on RFP	10
4.15. Qualification Criteria	10
4.16. Number of Bids	12
4.17. Bid Submission Instructions	12
4.18. Disqualification.....	13
4.19. Late Proposal and Proposal Validity Period	14
4.20. Fraud and Corrupt Practices	14
4.21. Non-conforming Proposals	16
4.22. Bid Opening.....	16
5. Evaluation Process	16
5.1. Bid Evaluation Committee.....	16
5.2. Process of Evaluation	16
5.3. Financial Bid Evaluation	16
5.4. Financial Bid Evaluation Process:	16

6.	Award of Contract	17
6.1.	Letter of Acceptance	17
6.2.	Signing of Contract	17
6.3.	Failure to agree with the Terms & Conditions of the RFP / Contract	17
7.	Non-Disclosure Agreement (NDA)	17
8.	Security Deposit	17
9.	Forfeiture of Performance Security	18
10.	Bid Currency	18
11.	Corrections to Arithmetic errors	19
12.	Scope of Work	20
13.	Capital Support and Financing of the Project	27
14.	Schedules of Penalty Details	27
15.	Time Frame for execution of work.....	29
16.	Special conditions.....	30
17.	Instructions to the Successful Bidder/ Concessionaire	34
	<i>Annexure: I-Placement of covered containers for Secondary Storage of Waste in the contracted area & deployment of covered tipping vehicles for Transportation of containers:</i>	<i>36</i>
	<i>Annexure II-Construction of C&D Waste Processing Facility.....</i>	<i>37</i>
	<i>Annexure III-Basic Information about Bidder</i>	<i>38</i>
	<i>Annexure IV- List of C&D /MSW Work Undertaken</i>	<i>40</i>
	<i>Annexure V: Covering Letter for Proposal Submission</i>	<i>41</i>
	<i>Annexure VI: Affidavit.....</i>	<i>42</i>
	<i>Annexure VII: Letter for comprising the Bid.....</i>	<i>43</i>
	<i>Annexure VIII: Power of Attorney for signing of Bid</i>	<i>47</i>
	<i>Annexure IX: Power of Attorney for Lead Member of Consortium</i>	<i>49</i>
	<i>Annexure X: Self Declaration Non-Debarred/ Blacklisting Certificate</i>	<i>52</i>
	<i>Annexure XI: Financial Bid Format</i>	<i>53</i>
	<i>Annexure XII: Index for Fuel Adjustment</i>	<i>55</i>
	<i>Annexure XIII: Format of Bank Guarantee</i>	<i>59</i>
	<i>Annexure XIV: Format of Irrevocable Undertaking</i>	<i>61</i>
	<i>Annexure XVI: Technical Bid Check List.....</i>	<i>62</i>

Disclaimer

1. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Nashik Municipal Corporation (NMC) or any of its employees or advisors, are provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.
2. This document is not an agreement and is neither an offer nor invitation by the NMC or its associate Authorities to the prospective Bidder or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their bids for qualification pursuant to this RFP. This tender includes statements, which reflect various assumptions and assessments arrived at by the NMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for NMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this document. The assumptions, assessments, statements, and information contained in this document may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this document and obtain independent advice from appropriate sources.
3. Information provided in this document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. NMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way with prequalification of Bidder for participation in the Bidding Process. NMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this document. The NMC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this document.
5. The issue of this document does not imply that the NMC is bound to select the prequalified Bidder at RFP stage to appoint the Successful Bidder (Agency), for the Project and NMC reserves the right to reject all or any of the Bids or Tenders without assigning any reasons whatsoever.
6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the bid, regardless of the conduct or outcome of the Bidding Process..

Tender Notice

TENDER NOTICE

Tender Ref No:

Date: -

Nashik Municipal Corporation (NMC) hereby invites bids from eligible bidders for **Request for Proposal (RFP) for Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis.** Last date for bid submission is 26/11/2020 till 3:00 pm & EMD amount will be Rs. 5, 00, 000/- (Rupees Five Lakhs Only). For details, please refer e-tendering portal <https://mahatenders.gov.in>. & for any e-Tendering support, bidder may contact ITI representative at (Ph. No. 7980042472/8356932487) for any assistance. Contact Timings-India 09.00 Hrs. – 20.00Hrs (GMT+5.30).

Date :

Place : Nashik

1. Invitation for Proposal

Nashik Municipal Corporation (NMC) hereby invites 'Request for Proposal (RFP) for Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis.'. Bidder/ Agencies are advised to study this document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

The complete bidding document has been published on <https://mahatenders.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and Earnest Bid Deposit (EMD). Bidder who wish to participate in this bidding process must register on <https://mahatenders.gov.in>. For any type of clarifications, bidder can visit www.mahatenders.gov.in or contact help desk contact no. 01204200462, 01204001002 Mobile no. +919881044457, 8826246593, 9987912844, Email: td-support-eproc@nic.in.

To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Class - II) as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, Safe crypt, Ncode, etc. Bidder who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

- (i) A two-envelope selection procedure shall be adopted as stipulated in this RFP.
- (ii) Bidder (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, financial proposal. However, e-Tender processing fees, and Earnest Money Deposit (EMD) should be paid as per instructions provided in the bid document.
- (iii) NMC will not be responsible for delay in online submission due to any reason. For this, bidder are requested to upload the complete bid proposal, pay online Tender fee, EMD, well advance in time so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- (iv) Bidder are also advised to refer Bidder Manual Kit available at <https://mahatenders.gov.in> for further details about the e-tendering process.

2. Key Events and Dates

The summary of various activities with regard to this invitation of bids are listed in the table below: -

#	Particular	Details
1.	Advertising Date	26/10/2020
2.	Name of the project	Request for Proposal (RFP) for Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis.
3.	RFP Document Download and Submission Start Date & Time	From 29/10/2020 to 26/11/2020 up to 15:00 Hrs
4.	Website for downloading Tender Document, Corrigendum's, Addendums etc.	https://mahatenders.gov.in .
5.	Submission of Online Bid Due Date and Time (Submission of Technical and Financial Proposal)	26/11/2020 upto 15:00 Hrs.

Request for Proposal (RFP) for Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis.

6.	Pre-Bid Meeting	18/11/2020 at 15:00 Hrs in the chamber of Director, SWM, Nashik Municipal Corporation, Nashik
7.	Date and time for opening of Technical proposal	27/11/2020
8.	Date and time for opening of Commercial proposal	Will be intimated later to the qualified bidders
9.	Detail of the contact person and Address at which sealed bids are to be submitted	Mr. B G Mali, Executive Engineer, Mechanical, Nashik Municipal Corporation (NMC), Rajiv Gandhi Bhavan, Saharanpur Road, Nashik - 422001 Phone No.: 0253 - 2575631 / 2 / 3 / 4 Email Id: se_mech@nmc.gov.in

3. Other Important Information Related to Bid

#.	Item	Description
1.	Earnest Money Deposit (EMD) - Online	Rs. 5,00,000 (Rupees Five Lakhs Only)
2.	RFP Document Fee to be paid via Online Payment Gateway mode only.	INR 11890/- (Including GST 18%)}
3.	Bid Validity Period	One hundred and eighty (180) days from the date of opening of bid
4.	Performance Security Deposit value (Bank Guarantee) Last date for furnishing Performance Security Deposit to NMC (By successful bidder)	The Performance Security of 50 Lakh shall be given by the Selected Bidder in favour of Commissioner, NMC in the form of Bank Guarantee from any Nationalized Bank or scheduled bank. Within prescribed days from award of the contract or prior to signing of the contract whichever is earlier or as intimated in the LOI issued by NMC.
5.	Performance Security Deposit (BG) validity period	Valid till 90 (Ninety) days beyond the contract / authorization period.
6.	Last date for signing contract agreement	As prescribed in the LOI (Letter of Intent)

Note: Prospective Bidders may visit NMC Office for any further information/clarification regarding this RFP on prior appointment during working hours till the date of technical bid submission.

4. Instructions to Bidders

4.1. Background

Nashik Municipal Corporation (NMC) (the "Tender Issuing Authority" or "TIA") has decided to select Appointment of Agency for Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis. (the "Project"). and has, therefore, decided to carry out the bidding process for selection of entities as the bidder to whom the Project may be awarded.

4.2. Transfer of RFP

The Bidding Document is not transferable to any other Bidder.

4.3. Consortium

A Bidder can be a Sole Bidder or a Consortium of 3 members (including the Lead Bidder).

4.4. Sub-Contracting Conditions

Sub-Contracting is not allowed.

4.5. Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

4.6. Proposal Preparation Costs

The bidder shall submit the bid at its cost and NMC shall not be held responsible for any cost incurred by the bidder.

4.7. Bidder Inquiries

Bidder shall e-mail their queries at above mentioned e-mail address, in the format as prescribed below in the RFP. The response to the queries will be published on <https://mahatenders.gov.in>. No queries will be entertained thereafter. This response of NMC shall become integral part of RFP document. NMC shall not make any warranty as to the accuracy and completeness of responses.

4.8. Amendment of RFP Document

All the amendments made in the document would be published on the e-Tendering Portal and shall be part of RFP.

4.9. NMC's right to terminate the process

NMC may terminate the RFP process at any time and without assigning any reason.

4.10. NMC's Right to accept any Bid and to reject any or All Bids

NMC reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NMC's action.

4.11. Earnest Money Deposit (EMD)

For Earnest Money deposit (EMD) submission shall be done online through e-tendering portal. EMD shall be online payment only.

1. Proposal submitted in response to the RFP Document shall be accompanied with Bid Security of Rs.5, 00,000/- (Rupees Five Lakhs only) as per the E-tendering procedure (online).
2. The EMD/ Bid Security shall be uploaded along with Technical Bid.
3. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Security Deposits.
4. The Bid Security of those Bidders who do not qualify based on evaluation of Technical Proposal will be returned within a period of 1 (one) month from the date of intimation of such rejection.
5. The Bid Security/ EMD of L-3 and bidder shall be refunded immediately after open-ing of financial bid but, the EMD submitted by the L-2 bidder will be returned issuance of work order to L1 bidder.
6. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Concession Agreement and providing the Performance Security in accordance with the provisions of the Concession Agreement.
7. In addition to the above, NMC will within 60 days release all Bid Securities in the event NMC decides to terminate the bidding proceedings or abandon the Project.
8. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.
9. Bids submitted without adequate EMD will be rejected.
10. Unsuccessful Bidder's EMD shall be returned within 60 days from the date of opening of the financial bid.
11. EMD of Successful Bidder will be returned after the award of contract and submission of the performance Security within specified time and in accordance with the format given in the RFP.
12. EMD shall be non-transferable.
13. The EMD may be forfeited:
 - a) If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b) In case of a successful bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c) If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
 - d) If, during the bid process, any information is found false/fraudulent/mala fide, and then NMC shall reject the bid and, if necessary, initiate action.

4.12. Language of Bids

This bid should be submitted in English language only.

4.13. Contact Details

For any clarifications & communication with reference to the RFP documents, the Bidders are expected to communicate at the contact information provided below:

Mr. B G Mali,
Executive Engineer, Mechanical,
Nashik Municipal Corporation (NMC),
Rajiv Gandhi Bhavan, Saharanpur Road, Nashik - 422001 Phone No.: 0253 - 2575631 / 2 / 3 /
Email Id: ee_mech@nmc.gov.in

4.14. Pre-bid queries on RFP

Bidder shall send in their pre-bid queries as prescribed in the format specified in this RFP to the email id mentioned in this RFP. The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic queries will be entertained.

Sl. No.	RFP /Concession Agreement Document Clause No and Page No.	Existing Provision	Suggested Change/ Clarification	Rationale

4.15. Qualification Criteria

The Pre-qualification Proposals (Envelope A) of only those Bidders, whose Tender Fee and EMD are in order, shall be opened. The bids will then be passed on to the Bid Evaluation Committee constituted by NMC for evaluation of Bids. The Bidders will be assessed on the Pre-qualification criteria as defined below and applicable annexures as required.

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
Q1	Legal Entity	The Sole Bidder/Lead Bidder of the consortium shall each be a registered company in India under the Companies Act, 1956 / 2013 or LLP Act 1932 and subsequent amendments. The lead bidder/ Sole bidder and must be in existence for at least 10 years in India	Copy of Certificate of Incorporation/ Registration/Partnership deed Copy of PAN Card Copy of GST Registration
Q2	Turnover	The Sole Bidder/lead bidder of consortium must have minimum average annual turnover of Rs.10 Crores for last three years (FY 16-17, FY 17-18, FY 18-19).	CA Certificate/ Audited Balance Sheet clearly stating turnover year wise.
Q3	Blacklisting	The Sole Bidder/all members in case of consortium must not be debarred/ blacklisted by any Government body/PSU in India as on date of submission of the Bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure X.

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
Q4	Collection & Transportation of C&D Waste Experience	<p>The Sole Bidder/ any member in case of a consortium –</p> <ul style="list-style-type: none"> Must have experience of minimum three years in the last seven years (as on date of release of this RFP) with one project for Collection & Transportation of minimum 120 TPD C&D waste/MSW on Service Contract/BOT/BOLT/BOO/BOOT/DBOO/DBOT or any other basis. <p align="center">OR</p> <ul style="list-style-type: none"> Must have experience of minimum three years in the last seven years (as on date of release of this RFP) with two projects for Collection & Transportation of C&D waste/MSW of minimum 75 TPD/MSW on Service Contract/BOT/BOLT/BOO/BOOT/DBOO/DBOT or any other basis. <p align="center">OR</p> <ul style="list-style-type: none"> Must have experience of minimum three years in the last seven years (as on date of release of this RFP) with three projects for Collection & Transportation of C&D waste/MSW minimum 60 TPD C&D/MSW on Service Contract/BOT/BOLT/BOO/BOOT/DBOO/DBOT or any other basis.. 	<p>1. Work Order/ Contract Document/</p> <p>2. Client Certification (Certificate Issuing Authority shall not in below rank of Executive Engineer)</p>
Q5	Processing of C&D Waste Experience	<p>The Sole Bidder/ any member in case of a consortium –</p> <ul style="list-style-type: none"> Must have experience of minimum three years in the last seven years (as on date of release of this RFP) successful Operation and maintenance of MSW/C&D waste processing & recycling plant of 120 TPD in one project on Service Contract/BOT/BOLT/BOO/BOOT/DBOO/DBOT or any other basis. <p align="center">OR</p> <ul style="list-style-type: none"> Must have experience of minimum three years in the last seven years (as on date of release of this RFP) successful O&M of MSW/C&D waste processing & recycling plant of 75 TPD in two projects on Service Contract/BOT/BOLT/BOO/BOOT/DBOO/DBOT or any other basis. <p align="center">OR</p> <ul style="list-style-type: none"> Must have experience of minimum three years in the last seven years (as on date of release of this 	<p>1. Work Order/ Contract Document/</p> <p>2. Client Certification (Certificate Issuing Authority shall not in below rank of Executive Engineer)</p>

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
		RFP) successful O&M of MSW/C&D waste processing & recycling plant of 60 TPD in three projects on Service Contract/BOT/BOLT/BOO/BOOT/DBOO/DBOT or any other basis.	

Note: The entity claiming above experience should have held, in the company owning the eligibility project, a minimum of 26% (twenty-six per cent) equity during the entire period for which technical experience is being considered.

4.16. Number of Bids

The Bidder is eligible to submit only one Bid for the Project. In case of multiple Bids by a Bidder either as sole Bidder or as a member of Consortium all such Bids shall be rejected and their EMD shall stand forfeited.

4.17. Bid Submission Instructions

The Bids submitted by the Bidder shall comprise of the following Two (2) envelopes. A 2 (Two) envelope/ cover system shall be followed for the bid –

1. Tender Fee, EMD and Pre-qualification criteria
2. Technical bid
3. Financial bid

#	Documents Type	Document Format
Tender Fee, EMD Detail & Pre-Qualification- Envelope –A		
1.	Tender Fee	Scanned copy of Tender Fee payment receipt
2.	EMD	Scanned copy of EMD in form of online payment
3.	Pre-qualification	As per the format mentioned against the respective eligibility criteria clause.
4.	Technical Qualification	As per the format mentioned against the respective Technical Evaluation criteria clause.
Financial Bid – Envelope –B		
1.	Financial Bid	As per the format mentioned in Annexure XI

The Bidder should ensure that all the required documents, as mentioned in this RFP/ bidding document, are submitted along with the bid and in the prescribed format only. Non- submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid proposal submitted by the Bidder.

The Bids shall be submitted in two Envelopes

Technical Bid : Tender Fee, EMD Detail, Pre-qualification criteria and Technical Evaluation Criteria

The Envelope A shall be submitted Online on www.mahatenders.gov.in duly digitally signed. The bids not received online will be rejected.

Envelope A will contain: The Packet 'A' shall contain scanned certified copies of the following documents
Scrutiny of this packet will be done with reference to only the scanned copies of documents to be uploaded online in packet 'A'

1. Scanned copies of online tender fee payment & EMD payment.
2. Valid Registration Certificate.
3. A document in support of Registration under GST Act 2017. Those not registered shall submit an undertaking to the effect that if they are successful tenderer, they shall submit GST registration within 15 days of issue of work order, failing which payment for the work executed will not be released.
4. Latest Partnership Deed in case of Partnership firm duly registered (If the Firm is a Partnership or LLP)
5. Scanned copy of PAN Card of the individual owners, Firms, private limited companies, partner as applicable.

Technical Bid

5. Annexure III-Basic Information about Bidder
6. Annexure IV- List of C&D /MSW Work Undertaken as per Qualification
7. Annexure V: Covering Letter for Proposal Submission
8. Annexure VI: Affidavit
9. Annexure VII: Letter for comprising the Bid
10. Annexure VIII: Power of Attorney for signing of Bid
11. Annexure IX: Power of Attorney for Lead Member of Consortium (If Applicable)
12. Annexure X: Self Declaration Non-Debarred/ Blacklisting Certificate
13. Annexure XIV: Format of Irrevocable Undertaking
14. Annexure XV: Technical Bid Check List
15. Any other documents / certificates required as per the eligibility criteria.
16. Addenda/Corrigenda if any

Note: If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited. If it is found that the tenderer has not submitted required documents in Packet "A" then, the shortfalls will be communicated to the tenderer through e-mail only and compliance required to be made within the stipulated time period otherwise they may be treated as non-responsive.

Packet B: FINANCIAL BID

The Financial Bid shall be submitted online only.

Financial bid shall contain only the duly filled in final financial bid format as in Annexure XI (Part A & Part B) duly signed and stamped by authorized signatory and covering letter duly signed by the authorized signatory and stamped on the letter head of the Bidder and it should be uploaded online only. Any disclosure of financial information (related the financial bid) in technical bid shall lead disqualification.

4.18. Disqualification

The Proposal is liable to be disqualified in the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

1. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming Proposal.
2. During validity of the Proposal, or its extended period, if any, the Bidder increases their quoted prices.
3. The Bidder qualifies the Proposal with their own conditions.

4. Proposal is received incomplete.
5. Proposal is received after due date and time.
6. Proposal is not accompanied by the EMD.
7. If the Bidder provides quotation only for a part of the Project.
8. Information submitted in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage)
9. Financial Proposal/Quote is entirely or partly enclosed/mentioned in the Pre-Qualification Proposal or Technical Proposal or both.
10. Bidder tries to influence the Proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
11. In case anyone Bidder submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals/Bidders are withdrawn upon notice immediately.
12. Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the NMC.
13. The validity of the bids submitted before deadline shall be till 180 days from the date of opening of the Bids.
14. While evaluating the Proposals, if it comes to the NMC's knowledge expressly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Bidders so involved are liable to be disqualified for this Contract as well as for a further period of three years from participation in any of the RFPs floated by the NMC.
15. If the Bid Security, Pre-Qualification Proposal, Technical Proposal contain any information on price, pricing policy, pricing mechanism or any information indicative of the Financial aspects of the Bid
16. Bidder doesn't agree to the Terms and Conditions stipulated in the RFP or the Draft / Signed Contract Agreement.

4.19. Late Proposal and Proposal Validity Period

The validity of the proposals submitted before deadline shall be till 180 days from the date of submission of the proposal.

4.20. Fraud and Corrupt Practices

The Bidders and their officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Concession Agreement, the Authority may reject a Bid, withdraw the LOI, or Terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidders or the Selected Bidder or the Concessionaire, as the case may be, if it determines that the Bidders or the Selected Bidder or the Concessionaire, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as mentioned in this RFP in the Bidding Process. In such an event, the NMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the NMC under the Bidding Documents and/ or the Concession Agreement, or otherwise.

Without prejudice to the rights and remedies which the NMC may have under the LOI or the Concession Agreement, or otherwise if Bidder(s) or Selected Bidder or Concessionaire, as the case may be, is found by the NMC to have directly or indirectly or through an agent, engaged or indulged

in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as mentioned in this RFP during the Bidding Process, or after the issue of the LOI or the execution of the Concession Agreement, such Bidder(s) or Selected Bidder or Concessionaire, as the case may be, shall not be eligible to participate in any tender or RFP issued by the NMC during a period of 2 (two) years from the date such Bidder or Selected Bidder or Concessionaire, as the case may be, is found by the NMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Section, the following terms shall have the meaning as assigned to them:

- a. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NMC/Govt./Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Concessionaire Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NMC/Govt./Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of signing of the Concession Agreement;
- b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process;
- c. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding process;
- d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the NMC/Govt./ Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.21. Non-conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration:

1. If it does not comply with the requirements of this RFP.
2. If the Proposal does not follow the format requested in this RFP or does not appear to address the particular requirements of the NMC.

4.22. Bid Opening

1. Envelope A containing EMD, Tender Fee, Pre-Qualification, Technical qualification shall be opened initially in the presence of Bidders representative.
2. Envelope B containing the Financial Proposal shall be opened only of those Bidders who qualify in the Envelope A and will remain unopened until the time of opening of the Financial Proposals.
3. At the end of the evaluation of the Envelope A- Pre-qualification, NMC shall invite Bidders who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals will be informed by NMC to qualified Bidders

5. Evaluation Process

5.1. Bid Evaluation Committee

NMC's Bid Evaluation Committee that shall oversee the bid evaluation process and submit its recommendation to Competent Authority whose decision shall be final and binding upon the Bidders.

5.2. Process of Evaluation

1. Bidders who qualify in Envelope 'A' shall be considered for Financial Evaluation.
2. Bidder shall be evaluated for Envelope A as per EMD, Tender Fee, prequalification, Technical evaluation criteria mentioned below.
3. The Bidders who fulfil all the prequalification criteria in Envelope A, will be evaluated for Technical Evaluation
4. The Bidder who fulfil the Technical Evaluation Criteria, will be evaluated for Financial Evaluation
5. The Competent Authority reserves the right to accept or reject any or all bids without giving any reasons thereof. The Pre-qualification Proposals (Envelope A) of only those Bidders, whose Tender Fee and EMD are in order, shall be opened. The bids will then be passed on to the Bid Evaluation Committee constituted by NMC for evaluation of Bids. The Bidders will be assessed on the Pre-qualification criteria as defined below and applicable annexures as required.

5.3. Financial Bid Evaluation

5.3.1. **The Bidder shall provide the financial proposal and shall quote Fees payable** as per Annexure XI: Format for Financial Proposal.

5.3.2. The Bidder/s quoting the **lowest financial quote (L1)** shall be the Preferred Bidders. For avoidance of doubt, it is clarified that in the event of discrepancy in numeric and alphabetical manner, the lower of both shall be considered.

5.4. Financial Bid Evaluation Process:

5.4.1. The Bidder/s whose Bid is adjudged as responsive in terms of _and with the lowest financial quote **(L1 Bidder)** as per **Clause 5.4** shall be declared as the selected Bidder/s (the "Successful Bidder/s").

5.4.2. If two or more Bidder quote the same amount, (the "The L1 Bidder"), NMC shall consider the lowest

tipping fee quoted for collection and transportation. If tipping fee quoted for collection and transportation will remain same for above in that case NMC shall use any other parameter as deemed appropriate for finalizing the selected agency. NMC's decision will be final in this regard.

6. Award of Contract

6.1. Letter of Acceptance

Prior to the expiration of the period of bid validity, NMC will notify the successful bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract.

6.2. Signing of Contract

NMC shall notify the successful bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement with NMC within the time frame mentioned in the Letter of acceptance to be issued to the successful bidder by NMC. Upon the Successful Bidder's furnishing of Performance Security Deposit, NMC will promptly notify each unsuccessful Bidder.

6.3. Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event NMC may invite the next best bidder for negotiations or may call for fresh RFP.

7. Non-Disclosure Agreement (NDA)

The Successful Bidder must sign the Non- Disclosure along contract Agreement with NMC.

8. Security Deposit

- a. The Concessionaire shall, for ensuring performance of its obligations in terms of the Concession Agreement, deliver to the Commissioner, NMC the Performance Security as mentioned in the RFP and simultaneously execute the Concession Agreement.
- b. The Performance Security of **50 Lakh** shall be given by the Selected Bidder in favour of Commissioner, NMC in the form of Bank Guarantee from any Nationalized Bank or scheduled bank.
- c. The Performance Security shall be kept valid for entire Concession Period and 90 days after the expiry of the Concession Agreement, by its renewal every year.
- d. The Performance Security shall not bear any interest and the Concessionaire shall not have any claim on the interest on Performance Security.
- e. If the Concession Agreement is terminated due to any reason other than Concessionaire's Default, the Performance Security shall, subject to Authority/NMC's right to receive amounts, if any, due from Concessionaire under the Concession Agreement, be duly discharged and released to the Concessionaire.

- f. In the event of the encashment of the Performance Security by Authority pursuant to Encashment Notice issued, the Concessionaire shall within 30 (Thirty) days of the Encashment Notice, furnish fresh Performance Security to the Authority, failing which the Authority shall be entitled to Terminate the Concession Agreement in accordance with the provisions mentioned herein and in the Concession Agreement.
- g. The Authority shall be entitled to encash the Performance Security fully or partially as the case may be after giving notice of 30 (thirty) days if any Event of Default not being remedied by the Concessionaire despite notice from the Authority.
- h. Whenever any claim against the Concessionaire for payment of sum of money arises out of or under the Concession Agreement, the Authority shall be entitled to recover such sums or any sum then due or which at any time there may become due from the Concessionaire under the Concession Agreement from Performance Security furnished with the Authority.
- i. In case the Performance Security is not sufficient to cover the recoverable amount, the Concessionaire shall pay to the Authority on demand the balance remaining due within the time period specified by NMC failing which NMC may initiate legal action deemed fit which may also include blacklisting.
- g. If the Performance Security in the form of BG is not renewed & submitted on or before the expiry date, penalty of 0.05 % per day on the BG amount shall be levied till the submission of fresh BG and NMC shall have the right to withhold payments due to the operator till submission of fresh BG.

9. Forfeiture of Performance Security

Forfeiture of Performance Security in full or in part at the discretion of the Authority:

- a. If the Concessionaire is found guilty of not following any of terms and conditions contained in the Concession Agreement in spite of giving notice to do so.
- b. If the Concessionaire fails to pay the damages, compensation if any, imposed upon him for breach of performance and compliance of standards as specified in the Concession Agreement.
- c. If the Concession Agreement is terminated on account of default of the Concessionaire.
- d. If the Concessionaire withdraws/or terminates the Concession Agreement.

10. Bid Currency

The rates quoted shall be in Indian Rupees only.

11. Corrections to Arithmetic errors

In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern. The amount stated in the Bid form, adjusted in accordance with the above procedure, shall be considered as binding.

12.Scope of Work

1. Background of the Project

The area of the Nashik Municipal Corporation is 264 sq. km. Around 100 tons of C&D waste per day (TPD) is being generated in the 6 Divisions (Nashik East, Nashik West, CIDCO, Panchvati, Satpur, Nashik Road) of Nashik from 'Waste Generators & unclaimed debris. NMC proposes to develop an economically viable and environmentally sustainable system for processing and recycling of Construction and Demolition (C&D) Waste. NMC is intending to provide construction and debris waste from all 31 wards to the tune of 150 TPD and as per C&D Rule, 2016 proposes a 150 TPD C&D waste processing plant.

NMC is committed to finding a sustainable solution for C&D waste management, as there is limited land available for disposing this material in sanitary landfills. The Successful Bidder/ concessionaire will be provided land of FIVE ACRE for the proposed plant of capacity of 150 TPD in NMC limit to run operate and maintain the plant for 20 years. The identified site is near Gaulane fata, Vilholi, Mumbai Agra Highway, Solid Waste Management Site (SLF Site). It shall be around 5 Acres. The Successful Bidder will be provided this land by the authority for establishing the C & D waste Processing Plant on lease @ INR 1 per Square Mt. per annum. However, the NMC reserves the right to give additional /split/change the place as per availability. The location where rejects will be land filled is also within Gaulane fata, Vilholi, Mumbai Agra Highway, Solid Waste Management site. (Landfill Site near Vilholi).

One of the reasons for unauthorized dumping of C&D Waste is lack of option. The project envisages providing a viable and cost-effective solution to public and C&D waste generators to be able to legally and properly dispose their C&D waste which they can avail. Once the option / Solution is made available to the public it is much easier and tenable for NMC to initiate actions against defaulters (i.e. who dump illegally) to prevent unauthorized dumping and force the generators to utilize the available service.

Concessionaire is required to assist NMC by providing at least one person per division in reducing illegal dumping and maximize the penalties from the violators / defaulters. For this purpose, concessionaire shall at its own cost collect information about persons doing illegal dumping of C&D waste along with evidences against them and report to sanitary inspector/divisional sanitary inspector/ divisional officer of that ward/division so that NMC can take necessary legal action.

The detailed & exhaustive scope of work is as under but not limited to:

a. Collection and Transportation

The successful Bidder shall be responsible for the collection and transportation of C&D waste to the processing facility. He/she will be required to provide containers/ [in any number] in each division for mechanically lifting and disposal of waste into a tipper truck at various source(s) within the entire concession area or will have to make arrangements for prompt lifting of C&D waste by any other mechanical means. All existing dumping points shall be serviced by using auto lifters or closed tippers etc. to clear the C&D waste dumped on roadsides. Concession Area will be Nashik City limits.

- I. To ensure the prompt lifting of C&D waste, 'Scheduled/On Demand Collection System' shall be implemented by the operator via a 24 * 7 toll-free helpline number for residents or NMC / any other

agency in NMC area. Concessionaire must take responsibility to advertise the toll-free helpline number in print (leaflets, newspapers) & electronic media.

- II. Operator shall also ensure that there is no spillage of C&D waste while collection at site & while transportation. In case dumper is used for spot collection, it shall be with rear flap (Phalka) and of hydraulic tipping type with minimum 8M.T. loading/ carrying/storage capacities (8cu.mtr. rear body or of standard design). The Dumper shall be complete with rear flap (Phalka) & tarpaulin covers. The Dumper shall be of sturdy construction, aesthetically painted & mechanically in very sound condition.
- III. In case small quantities of C&D waste are to be disposed off from narrow lanes,/ backlines / colony street etc. and this cannot be removed by sending out the usual transport vehicles, in such situation the collection & transportation of C&D waste to C&D waste can be carried out through Auto Tipper / small loader / bob cat for removal of such waste or any suitable arrangement. However, concessionaire shall ensure 100% collection of C&D waste, whether lying on roads/narrow lanes/backlines/colony Street or any other public spaces etc.
- IV. The concessionaire might be faced with circumstances when he is unable to remove waste from designated collection points due to breakdown of machinery or manpower. In such cases, attempts should be made to depute / deploy, Hook loaders, manpower and machinery etc.
- V. To monitor and ensure the distance and location to be covered, a GPS facility shall be installed in all the vehicles / Hook Loaders.
- VI. It shall be developed by vehicle tracking system software connected to command control center at Director, SWM department, Nashik Municipal Corporation.

1. Mode of Operation –

1. The Successful Applicant shall set up a control room at the treatment facility, prominently mentioning the web site/help line telephone number (Land lines numbers, in control room) along with voice recorder facility to receive the complaint from General Public (to take care of illegal dumping of C&D waste, 'debris on call' service etc.).
2. The Successful Applicant shall develop necessary software & mobile app for 'debris on call' service and complaints regarding illegal dumping of C&D waste/unclaimed debris.
3. It is the responsibility of the successful applicant to give wide publicity of toll-free helpline numbers, website & app for 'debris on call' service through print media, electronic media etc. in consultation with NMC staff (Director SWM & DSI).
4. Control room shall developed and operated along with 24*7 by the concessionaire. Spaces shall be allocated at NMC Building.
5. Citizen/C&D waste generator in respective ward can call the toll-free helpline number or submit a request / lodge a complaint on website for 'debris on call' / illegal dumping or unclaimed debris. Citizen/C&D waste generator has to pay the requisite charges as per the rates notified by NMC & the approximate quantity of C&D waste. Payment can be done online or at CFC centre or any other mode decided by the authority. For less than 1 MT, there are no charges, however, Citizen/C&D waste generator has to transport C&D waste to the collection centre in each ward at their own cost or they can avail door-to-door collection facility by making payment of charges for 1 MT. For more than 1 MT of C&D waste, citizen has to store C&D waste within their premises and deposit the same in waste collection vehicles.
6. In Before collecting the C&D waste, operator shall ensure that requisite payment has been made by the citizen. In case of payment at CFC, receipt of payment shall be checked & collected by the operator's staff. Online receipt will be automatically generated through software & such receipt will be with operator

at control room. All the receipts of online payment & CFC payment from the citizens shall be submitted along with monthly bill.

7. After checking & collecting the payment receipt, operator's staff shall collect & transport the C&D waste to the processing facility. At the entry & exit of the processing facility, weight of the vehicle shall be measured. Net weight of the C&D waste shall be calculated for payment to the operator.
8. In case one trip of a vehicle is from a single citizen and if there is difference between actual weight as per weighbridge & approx. weight for which 'debris on call' charges have been paid by the citizen, then payment for difference in such weight has to be recovered from the citizen by showing the actual weightment slip.
9. In order to prevent illegal dumping of C&D waste operator shall publicize the 'debris on call' facility. If any illegal dumping is noticed by operator in a ward, operator's staff shall immediately contact NMC's ward staff. NMC's SWM Department ward staff of the waste management will further pursue for recovery of the penalty from the defaulters for every incidence per day and further legal action against defaulters. Penalties recovered from the illegal dumping of C&D waste shall be deposited in the NMC's account.
10. Operator shall ensure that no C&D waste is lying on the roadside or remain unclaimed in any ward.
11. For collection of C&D waste, Concessionaire shall adopt the procedure as mentioned below –
 - i. Small/household generators shall book their request and transport their C&D waste (at their own cost) to the designated collection center/s in respective ward. No charges shall be recovered from such waste generator for further management of C&D waste; however, without booking of request, C&D shall not be allowed to be deposited at the collection center. Alternatively generators of C&D waste less than 1 MT can also avail door-to-door collection facility by payment of charges of 1 MT as notified by NMC.
 - ii. For generators of C&D waste equal or more than 1 MT & less than 5 MT, Concessionaire shall provide door-to-door collection facility. Such generators have to book their request, make payment & store C&D waste within their premises ready for lifting.
 - iii. For large generators of C&D waste equal or more than 5 MT but less than 20 MT, Concessionaire shall provide adequate containers of suitable size at their site or make suitable arrangement for lifting of C&D waste from site.
 - iv. For NMC works / bulk generators having quantity equal or more than 20 MT per day or 300 MT per project per month, debris should be delivered by the contractors of NMC works/ bulk generator to the processing facility in 4 streams as prescribed in C&D Rules 2016 subject to availability of plant capacity & approval of NMC. In such case charges shall be paid by the contractors of NMC works/bulk generators as notified by NMC to NMC.
 - v. It is expected that quantity of C&D waste from debris on call service & unclaimed debris shall be 150 TPD. It may vary depending upon seasons, festivals. It is estimated that quantity may be at peak during summer season & minimum during monsoon even zero sometimes. Operator shall be allowed to store C&D waste not more than 3 months quantity based on daily average received during peak season. Also, with specific approval of NMC, C&D waste from bulk generator will be allowed to receive at plant up to the plant capacity.
 - vi. Collection points shall be provided so that small quantity generators of C&D waste is not required to transport the debris to a distance more than 2.5 to 3 kms. Accordingly, Small quantity generators of C&D waste having less than 1 MT C&D waste shall transport (at their own cost) and deposit their C&D waste at the designated collection centre in each ward free of cost between 8.00 am to 8.00 pm. Depending upon area of ward, population & quantity of C&D waste, operator shall maintain more number of collection centre as may be required at one or more locations designated by NMC. Operator

- shall lift C&D waste from these designated collection centers by hook loader/dumper placers or by any other suitable mechanised means.
- vii. For unclaimed debris in any ward, NMC's ward staff shall do the 'Panchnama' of the same & instruct operator to lift unclaimed debris. The same shall be lifted within 24 hrs & transported to the processing facility. One copy of 'Panchnama' shall be retained by the operator & submitted along with monthly bill. Payment of unclaimed debris shall be made by the NMC as per the record of Panchnama.
 - viii. Detailed mode of operation for collection & transportation of C&D waste can be modified & finalized by NMC in consultation with successful applicant after award of contract depending upon day to day working conditions.

2. Collection Point/Spaces

It is clearly mentioned that this project would involve providing the C&D Waste space by NMC as per the requirement in division wise. Collection of C&D Waste in NMC area and Hook loaders and Auto tippers for transportation of the C&D Waste through Processing plant site or the landfill site (For Residue Waste).

3. Vehicle Tracking Management System (VTMS) –

1. The successful bidder shall compulsorily install Vehicle Tracking Management System (VTMS) on each vehicle used for collection & transportation of C&D waste and disposal of post processing rejects, with the necessary Cloud based software, accessible on a secured platform and shall provide necessary training to the Municipal Staff. The successful bidder shall facilitate integration of the solution with NMC Command Control Center at SWM department of NMC. Bidder shall provide further software and hardware as per requirement. Please note that for payment of tipping fee, VTMS record is mandatory.
2. The successful bidder to provide Vehicle Tracking Management System (VTMS) including complete client site connectivity at different locations, Weighbridge etc. The system must be web-based application including GPS based live tracking with GIS mapping and integrated map. The successful bidder must provide all GPS and its related hardware for vehicle tracking. The successful bidder shall facilitate integration of the solution with NMC Command Control Center (CCC) at SWM department of NMC.
3. The successful bidder shall have to provide separate set of vehicles with VTMS installed and connected to NMC server for this project.
4. RFID Tag Reader shall be available in each vehicle used for collection & transportation of C&D waste. GPS System shall be installed / fixed / provided in each vehicle deployed under this project for collection & transportation of C&D waste and shall be in working conditions always. Feed from these GPS will be integrated with NMC website.
5. The successful bidder shall provide the real time feed / monitoring of GPS System and RFID Tag through Web based Technology and integrated to NMC portal.

Construction & Commissioning Period

The Bidder shall complete the process of mobilization / procurement of necessary equipment, vehicles, machineries & resources required for Collection, Transportation of Construction and Demolition (C&D) Waste from NMC area and commission the contractual work within 9 months of issue of Work Order.

Service level benchmarking -

The Concessionaire shall achieve 100% Collection, Transportation and if required, Dumping of rejected Construction and Demolition (C&D) Waste from NMC area to ensure the removal of complete C&D waste and the collection and transportation of C&D Waste may also be done in non-peak hours as well as in night shift to avoid disturbance / inconveniences to the residents and commuters in NMC area.

Machinery & manpower

-Depending on the requirement, the successful bidder shall deploy adequate resources in each ward and ensure that 100% C&D waste is collected as required under this project and no C&D waste is left unattended & lying on roadside or any other open space.

-Mechanized lifting & collection of C&D waste shall be done to the extent possible so that there shall minimum physical handling of C&D waste (ideally zero). For mechanized lifting auto tippers/hook lifts/dumper placers or suitable mechanism can be used.

-If dumpers are used for transportation of C&D waste, dumper shall be fully covered by providing good quality tarpaulin cover on all the sites to the fastening hooks of the dumper. The rear phalka should also be closed type & mechanically sound condition, so as to prevent any spillage.

b. Treatment Process

The successful Applicant shall set up a C&D waste management facility at designated site along with required site development work(s) such as but not limited to construction of site office, boundary wall/appropriate fencing, drainage work, electricity [inside and outside the processing unit] etc. The successful Applicant shall be expected to use a combination of technologies that includes crushing, screening, and separation etc. that will maximize waste treatment and would ensure no more

than 10 % of input waste is sent to the landfill. The rejects shall be disposed off by the concessionaire at the NMC's designated site for which no separate payment shall be made. NMC reserves the right to change the site for landfill of rejects due to unavoidable reasons as deemed fit. Any increase/decrease in transportation cost due to the change in lead shall be adjusted accordingly. The Selected Bidder shall be required to assess the quality and quantity of the C&D waste generated for arriving at the technology selection. The total system would be complete with the applicable rules and guidelines, framed in India, for the purpose.

- i. Bidder shall offer to provide proven plant equipment & machinery from manufacturer which meets the following requirements –
 - a) The bidder shall have to attach Authorization Certificate along with technical support from the manufacturer or from his authorized dealer.
 - b) The technical specifications and literature of plant equipment & machinery offered must accompany the offer.
 - c) Proposed plant should be based on wet processing suppressing dust and noise pollution and contains basic units, but not limited to crusher, log-washer, hydro-cyclone, filters/ separator etc.
 - d) Proposed plant should have almost zero discharge of rejects/effluents from the plant.
- ii. The Concessionaire will be expected to use a combination of (mechanical processes) technologies / systems that includes crushing, screening, and separation etc.
- iii. The entire C&D Waste processing and management system should be compliant with C&D Waste Management Rules 2016 (C&D Rules) or the applicable rules of the land and guidelines.

- iv. The Concessionaire shall use “Wet Process technology” must be used for processing of C&D waste to minimize nuisance due to excessive dust generated during processing activity (Provide technical specifications of the equipment).
- v. Dust control Plan: Suitable measures shall be taken by the Concessionaire to control and manage the dust generated during processing of C&D Waste and ensure that dust generation is minimal even during the dry seasons.
- vi. Purchase of recycled products – NMC will purchase the recycled products from the plant up to 10% of overall as per requirement in construction & other works of NMC subject to strict quality control at prevailing of Schedule of rates.

c. Treatment Facility

NMC will provide 4.5 to 5 acre for the proposed plant of capacity of 150 TPD in NMC limit free of encumbrances on lease @ INR 1 per Square Mt. per annum. The identified site is near Gaulane fata, Vilholi, Mumbai Agra Highway, Solid Waste Management Site (SLF Site). In unavoidable circumstances, if it is not possible to provide the said land, NMC may provide an alternate land within the city or nearby. The work at the site can be divided into following broad categories:

- i. Site development
- ii. Constructing and operating of C&D waste processing system.
- iii. Operation and maintenance of infrastructure and equipment

i. The Site development

The broad scope of work to be carried out by the successful Applicant under site development is as mentioned below but not limited to, Construction of site office, boundary wall / appropriate fencing, drainage, Water and electricity (inside and outside the processing unit) etc. NMC shall facilitate Water Connection and support in getting the Electricity connection at the plant site.

ii. Construct and Operation of C&D Waste Processing System

Responsibilities of Operator should be detailed to include the following: Undertaking necessary geotechnical survey to assess the hydrological and flooding potential of the site

1. Construction of 150 TPD C&D Waste Processing Plant
2. In addition to this, infrastructure such as office building, internal roads, fencing wall/ internal boundaries to restrict the entry to specific areas of site to the authorized persons only
3. The Concessionaire shall also be responsible for setting up of laboratory for testing of recycled products from C&D waste.
4. Providing furniture and fixtures, lighting arrangement inside the C&D Waste processing facility as well as outside, in the premises.
5. Providing drainage system and cables, wiring with necessary electrical fixtures as necessary
6. NMC may facilitate all forms of support to the Concessionaire for obtaining certification/ statutory clearances required for accessing water, electricity and telephone connection.

7. There will lease of land to the operator @ INR 1 per Square Mt. per annum and he is not permitted to raise money on the land. Operator will only have license to use the land for the purpose of this project only till contract period or termination of contract whichever is earlier.

iii. Operation and maintenance of infrastructure and equipment

The successful Bidder shall be responsible for construction, operation and maintenance of tipper trucks, mechanical lifting arrangement to transfer the waste into tipper truck, required infrastructure including treatment units [crushers and separators] etc. parking facilities, container locations, weighbridge, hook loaders, on build, operate, and transfer basis. Storage of C&D Waste residues and recycled products. The C&D Waste Processing Facility by the Concessionaire must earmark separate space for storage of C&D Waste residues or aggregates obtained after processing for one-month generation and while recycled products shall be stored for two/three month generation

d) Awareness

- i. The Successful Bidder shall undertake a mass awareness programme, in NMC area (so as to ensure that C&D waste being generated is not being disposed off at existing MSW dump site).
- ii. New builders seeking building permits will be asked to register with the NMC, so that the C&D waste being generated in their premises can be collected from source on demand facility /delivered by them to NMC's processing facility only with prior NMC's approval & subject to availability of plant capacity. The Successful Bidder shall organize and conduct public awareness programs [at least once in every month in NMC area]. The NMC Officer will supervise this activity during the entire concession period. The concessionaire shall create awareness regarding the significance of handling the C&D waste and its proper disposal and the location of designated collection points. For facilitation a help line number shall be provided so that "on demand" lifting can be arranged. The message shall be conveyed through various platforms like Resident welfare association (RWA's), etc. The bulk waste generators like Builders, Government Departments like CPWD etc. shall be directly contacted. The residents shall be encouraged to immediately inform about unauthorized dumping of C&D waste on toll-free helpline number.
- iii. The Concessionaire must allocate a specific budget for creating awareness for the project (At least to the tune of 1% of average tipping fees collection). NMC will hold 1% of monthly bill for awareness program and the same shall be released after conducting awareness programs & submission of its details along with documentary proof.

Print media:

The entire concept of proper handling and disposal of C&D waste, including information about the designated C&D waste collection points and the uses of recycled C&D waste materials, toll free helpline number for on-demand lifting of C&D waste should be conveyed through posters, brochures, pamphlets given to each house or commercial establishment and can be displayed in prominent positions as well as local newspapers in consultation with NMC

Electronic media:

Local cable television channels, radio, websites shall be used by Concessionaire to inform citizens about the toll-free helpline numbers facilitating on-demand C&D waste collection, new C&D waste collection arrangements and advertise contact numbers of officials to call for problem solving or for reporting grievances relating to unauthorized dumping and non-removal of C&D waste .

13. Capital Support and Financing of the Project

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

NMC shall support capital subsidy of Rs. 7.52 Crores (Seven Crore Fifty Two Lakh) for development pf project facilities. Capital subsidy shall be disbursed on achievement of following milestones.

- 25% of the capital will be released on 100% supply of plant machinery, equipment, and vehicles at site.
- 25% of the capital will be released after commissioning of plant with 100% completion of allied infrastructure and commencement of operation for 30 Days.
- 25% of the capital will be released after completion of 6th month from commercial operation date.
- 25% of the capital will be released after completion of 1st Year from commercial operation date.

14. Schedules of Penalty Details

S.no.	Description of Event	Penalty in INR
1.	Penalty for Non-reporting of vehicle after 4 hours of breakdown of vehicle before starting of work & failure of bidder to make alternate arrangements.	Rs.200/- per trip per vehicle.
2.	Penalty for breakdown after starting the work & failure of bidder to make alternate arrangement within 3 hours for transferring the debris from the breakdown vehicle, the Corporation requires making necessary arrangement.	Rs.200/- per vehicle
3.	Penalty for Non-reporting of vehicle.	Rs.500/- per vehicle
4.	Penalty for not supplying the front-end loader (such as JCB).	Rs.1000/- per front end loader.
5.	Penalty for failure to attend any site.	Rs.1000/- per Site.
6.	Penalty for failure to provide “ On Municipal Duty & indication of Debris vehicle” board on the vehicle.	Rs.200/- per vehicle per shift.
7.	Penalty for failure to keep the vehicles well Painted.	Rs.500/- per vehicle per trip till the vehicles are painted.
8.	Lump sum penalty for not starting the work after completion of mobilization period.	Rs.10, 000/- per day.
9.	Penalty for failure to provide uniform	Rs.200/- per day per staff
10	Penalty for failure to provide Hand Gloves	Rs.200/- per day per staff

Request for Proposal (RFP) for Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis.

11	Penalty for failure to provide face mask	Rs.100/- per day per staff
12	Penalty for failure to provide safety shoes	Rs.200/- per day per staff
13	Penalty for failure to provide I-Card	Rs.100/- per day per staff
14	Penalty for failure to provide rain coat (only in Monsoon season)	Rs.200/- per day per staff
15	Penalty for not reporting to check-post.	Rs.500/- per such dumper / tempo trip.
16	Penalty for failure to providing plastic/tarpaulin cover on dumper or is torn out or small one.	Rs. 500/- per such dumper/ tempo trip.
17	Penalty for not having rear flap (Phalka) in the perfect condition, which results spilling of debris on road.	Rs.300/- per such dumper/ Tempo trip.
18	Penalty for damaging collection spots / roads/ Municipal property by machinery (such as JCB).	Rs.500/- per spot
19	Penalty for not clearing backlog of debris with in 24 hrs.	Rs. 200/- per day/spot
	Penalty for not clearing backlog of debris with in 48 hrs.	Rs. 1000/- per day/spot

Penalty for Processing & Disposal of C&D Waste

Sno.	Description of Event	Penalty in INR
1.	Processing of less than 100 TPD quantity of C&D waste (On yearly basis)	Rs. 100 per ton of unprocessed C& D waste
2.	Violation of C&D Rules and Environmental norms	Rs. 2000 per incidence in addition to action taken by concern agencies.
3.	Violation of safety norms as per good industry practice	Rs. 1000 per incidence per day in addition to action taken by concern authorities.
4.	Non-Compliance of instructions given by competent authorities & NMC regarding proper operation of the plant	Rs. 1000 per default per day in addition to action taken by concern agencies.
5	Malpractice regarding collection, transportation, processing & disposal of C&D waste causing losses (monetary, legal, social, environmental etc.) to NMC (This shall be applicable for collection & transportation also.)	If the malpractice is done, NMC will seriously look after the same and will initiate legal action against the contractor which may include blacklisting also.
6	Penalty for any other event of default not specifically mentioned in the tender (This shall be applicable for collection & transportation also.)	Rs. 2000 per event per day

Note- if the penalty amount reaches 10% of contract cost, NMC may consider to terminate the contract & initiate further legal action which may including blacklisting.

15. Time Frame for execution of work

The Concessionaire shall adhere to the time frame to start and complete the work in phases as under:

The Concessionaire shall mobilize manpower, financial resources, vehicles, equipment for the execution of the project in phases as under.

Phase I – Three Months: Obtain necessary clearances & approvals from relevant authorities from the date of LOI.

Phase II –Six Months: Complete the construction of the C&D Waste Processing Facility in terms of the Concession Agreement within 6 months date of Work Order.

Phase III –Provide services of collection and Transportation and processing of Waste for 20 Years.

The Concessionaire shall carry out various activities described in Phase I to III simultaneously to ensure completion of the task assigned on time.

Within 45 days of the issue of LoI, the Selected Bidder/Consortium shall submit to the Authority its program in keeping with time frame prescribed to undertake the works in the form of a Pert Chart for his review and take his approval. The approved pert chart shall be diligently and strictly followed with a view to complete the works as per schedule. The progress & planning of works shall be reviewed from time to time and he may modify the same depending upon the exigencies of the work and stage of the works.

Extension of time may be granted by the Authority on genuine grounds only if delay is for the reasons beyond the control of the Concessionaire.

16. Special conditions

a) Increase in the scope of work.

Looking to the trend of increase in the City population by 3-4% annually, the population of the City would cross the mark of approx... 20 lakhs by 2021. The City population would thus almost double within 20 year of Concession Period.

The Concessionaire should therefore plan to handle additional Waste each year and also plan to augment C&D Waste Processing Facility suitably during the Concession Period to meet future needs till 2040.

The Concessionaire shall also be required to take up additional work of C&D Waste which is presently not coved in his scope so far if the Authority decides to entrust the work on the prevailing terms and conditions applicable during the Concession Period. This additional work shall be entrusted with sufficient advance intimation to enable the Concessionaire to make suitable arrangements.

NMC account – NMC may consider maintaining a separate account for receipts of payments from the waste generators, penalties received from defaulters & grants, if any and for the payment to the contractor for the services under this project. This account shall be reviewed by NMC from time to time.

b) Preventing mixing of C&D Waste with Municipal Solid Waste/ Biomedical Waste:

Collection of municipal Solid Waste and Bio-medical Waste is not within the purview of this Project and it is supposed to be handled as per Municipal solid waste (Management and Handling) Rules 2016 and Biomedical Waste – Management & Handling Rules. The Bidder is therefore under no obligation to collect, transport, treat, or dispose of Municipal Solid Waste and Bio-medical waste. However, in the event of finding Municipal Solid Waste and or Bio-medical waste disposed off unscientifically alongside C&D WASTE or mixed with C&D WASTE, in the wards covered in Complete Sanitation or Partial Sanitation, the Concessionaire shall notify the same to NMC who shall arrange to pick up such waste in the manner as deemed appropriate. The Concessionaire shall not take such waste to the C&D WASTE Processing Facility /Landfill Facility as it may contaminate other product derived from the Waste.

c) Use of Proven technology:

The Concessionaire shall clearly state the technology he will use for Processing of Waste and give a brief synopsis of the technology and its operation and maintenance. The technology offered shall be proven and in use within or outside the Country under similar situations and the Concessionaire shall obtain necessary clearance from the State and/or Central Pollution Control Board as required at his own cost and efforts.

The Concessionaire shall have the liberty to upscale the technology during the Concession Period with the prior approval of the Authority and clearance from State Pollution Control Board for deriving larger benefits without causing any harm to the neighborhood, health and environment of the City and without putting any additional burden on the Authority.

The Concessionaire shall have to observe all the directions contained in the C&D Waste Rules as well as State Laws and Rules as amended from time to time. In the event of any major change in the legal frame work in the Country or the State, necessitating a major change in the C&D Waste Processing Facility and Landfill Facility duly created by the Concessionaire following the present law and the Rules, he shall, on being asked by the Authority, comply with the new laws and the Rules at his cost and may ask for reasonable compensation which shall be determined by a technical committee that may be appointed by Government/ Authority.

The Concessionaire shall use all the BS-VI vehicles for the operation and uses (Preferably CNG).

d) Recording the Waste at C&D Waste Processing Facility

The Concessionaire shall provide & maintain weighbridge at C&D Waste Processing Facility and keep perfect record of the weight of the Waste handled. The Concessionaire shall also provide a space for the Authority employee as a representative to sit at these sites and monitor the services provided and records maintained by the Concessionaire.

e) Monitoring Mechanism by the Authority

The Concessionaire is to co-operate in the monitoring mechanism by the Authority as he is expected to perform several tasks shown in the RFP and the payment is to be made for providing the services on the basis per ton of Waste handled each day. For ensuring fairness to both sides a monitoring mechanism is devised as under to keep a day to day record and ensure that Concessionaire is performing his duties as per the Concession Agreement and paid accordingly.

The following Monitoring Mechanism is therefore be adopted by the Authority besides the internal monitoring to be done by the Concessionaire, he shall extend full support to the Authority in this regard.

f) Monitoring by NMC Solid Waste Management Department staff

a. Collection and Transportation of C&D Waste:

Each NMC's ward staff shall supervise the work of collection of C&D waste to verify whether the work is being done as expected and may interact with citizens by rotation in different areas under him to ascertain whether Collection and Transportation of C&D Waste is being done to their satisfaction. He should report each day the areas visited and his observations in the prescribed Performa and submit to his next superior officer.

b. Verification fleet of Vehicles and Manpower:

NMC's ward staff shall verify whether the required fleet of vehicles and manpower are deployed by the concessionaire or there is a shortfall due to any reason.

c. Recording of weight of Waste Transported:

Authority/ Municipal Commissioner may designate one person on a monthly rotation basis to monitor and record the Transportation of Waste at the weigh bridge constructed by the Concessionaire or authorized Weigh Bridge on a day to day basis. The weigh bridge in-charge shall issue receipt in triplicate in the Performa designed by Authority. One copy shall be retained by weigh bridge in-charge, and other two copies shall be given to the driver of the vehicle with a direction to hand over one copy to the person in charge of C&D

Automatic recording of weight by weighbridge and RFID of Waste Processing Facility/ SLF and keep third copy duly signed by supervisor at C&D Waste Processing Facility/ SLF with him to be given to the Concessionaire.

Weight figures will be compiled on a daily basis both by weigh bridge in charge and person in-charge of C&D Waste Processing Facility/ SLF separately and reported to Engineer in-charge as may be designated by the Authority on day to day basis in the prescribed Performa.

g) Weekly review Meetings

Weekly review meeting will be conducted by the Commissioner/Addl. or Deputy Commissioner in-charge of Pollution Control Cell with the Concessionaire or his authorized representative and concerned sanitation officials. He will review the complaints received and their timely disposal and deficiencies noticed during field visits during the week and take stock of situation and give suitable directions for improving performance of the Concessionaire, if found deficient. Minutes of meeting shall be recorded and shared with the Concessionaire or his representative and his acknowledgement shall be obtained. Penalty due, if any, shall be communicated to the Concessionaire.

The Authority shall monitor the performance of the Concessionaire in terms of the Concession Agreement and ensure the proper records are maintained for the work done and being done on a day to day basis so that the Concessionaire's performance is objectively assessed for payment and penalties. Monitoring of weight of the Waste transferred through Private Weigh Bridge

The Concessionaire is expected to construct weigh bridges at the C&D Waste Processing Facility which will take some time. The Municipal Commissioner may therefore in the meantime authorize some private reliable computerized weigh bridge operator to weigh and record the weight in the appropriate Performa in presence of Authority's and Concessionaire's representative. The record of such weigh bridge may be taken into account for payment to the Concessionaire till such time Concessionaire constructs his own way bridges and integrate with RFID arrangements. NMC shall keep vigil to ensure that Weight records are not tempered with.

h) Minimum Guaranteed C&D Waste

Minimum Guaranteed waste shall be 50 TPD for first 2 (Two) years. However, there will be annual increment of 75% from the previous years from the ending of second years of operation.

17. Instructions to the Successful Bidder/ Concessionaire

17.1. Obtaining Clearances

Concessionaire shall obtain all necessary permissions and clearances from regulatory bodies required under national/state Laws, Rules, and Regulations for the work. All the expenses on getting such clearances and permissions shall be borne by the Concessionaire. The Authority shall give required recommendatory letter to get NOCs/Clearances.

17.2. Mode of Payment

I. The mode of payment shall be governed as per the payment clause of this RFP.

NMC shall pay the Tipping Fees to the Selected Bidder as per conditions laid down in the Concession Agreement on monthly basis.

II. Presence of Concessionaire or his representative at the site.

On getting the work order, the Concessionaire shall either himself remain available at site of work or arrange for the presence of his accredited representative (legally authorized in writing) at the site of work to receive instructions from the Authority or his authorized representative and ensure prompt compliance of the instructions given.

17.3. Joint and Several Liabilities

In case of a Joint Venture/Consortium of two or more firms, the Lead Member shall sign the Concession Agreement, receive all payment, take responsibility of executing work as per the Concession Agreement and offer all guarantees etc. All members of partnership/ joint venture/ Consortium shall be jointly and severally responsible for performance of the work in terms of RFP Concessionaire Agreement. The constituents of partnership/ joint venture/ Consortium of the Concessionaire shall not be changed without the express written permission of the Authority.

17.4. Internal Performance Monitoring

The Concessionaire shall propose Internal Performance Monitoring mechanism for effectiveness in project implementation covering all areas of service delivery including efficient redressal of complaints, and monitoring the performance of workforce etc.

17.5. Concession Period

The Concession Period for the Project shall be 12 months for mobilization and plant construction & erection plus 20 years from the date of starting of collection services and processing facility.

17.6. Special Purpose Vehicle (SPV)

The Selected Bidder in case of Consortium shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 1956/2013 (the “SPV”), with the sole purpose to execute the Project in terms of the Concession Agreement.

In case of consortium, the combined technical capacity and financial capacity of those Members, who satisfy the above conditions of eligibility shall, for a period of 5 Years from the date of commercial operation of the project

, hold equity share of project capital not less than (i) 26% (Twenty six percent) of the subscribed paid up equity of the SPV and invest at least (ii) 10% (ten percent) of the total project cost specified in the concession agreement

17.7. Signing of Concession Agreement

Concession Agreement shall be signed within 30 days from the issuance of the LoI between the Authority and the Concessionaire. The Concession Agreement shall contain the detailed terms and conditions of the RFP. In case where the Selected Bidder requires additional time for signing of the Concession Agreement, such request should be conveyed to the Authority in writing with reasons for such request for extension of time. The Authority shall grant extension of time for signing of the Concession Agreement if the Authority considers the request made by the Selected Bidder/Consortium reasonable.

In case the Selected Bidder/Consortium fails to perform its obligation with respect to signing of the Concession Agreement with the Authority within the time specified or any extension granted herein after the issuance of LOI, the LOI shall be cancelled, Bid Security/Performance Security, as the case may be, shall be forfeited.

17.8. Permits & Clearances

Permits and clearance shall be obtained by the successful bidder/ concessionaire as per Applicable Law which includes but not limited to C&D Waste Management Rules 2016, The Environment Protection Act 1986, The Air (Prevention and Control) Pollution Act 1981 and Water (Prevention and Control) Pollution Act 1974 as amended from time to time.

The projects relating to C&D Waste requires a number of clearances including but not limited to the following:

- ☐ Prior Environmental Clearance.
- ☐ Authorization from State Pollution Control Board for the C&D Waste Processing Facility and Landfill Facility.
- ☐ Traffic Police clearance for vehicular movement in the city.
- ☐ NOC from Maharashtra Pollution Control Board.

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

Annexure: I-Placement of covered containers for Secondary Storage of Waste in the contracted area & deployment of covered tipping vehicles for Transportation of containers:

- a. The Concessionaire shall provide covered sturdy containers of the volume that he deems appropriate for secondary storage of C&D waste for all large generators. While doing so he shall ensure that the storage bins are placed at a distance that can be covered by the waste collector without fatigue.
- b. The number of containers to be placed in the designated area shall have the capacity 1.5 times of the volume of Waste expected to be received at the Secondary Waste Storage Depots taking into consideration the Waste density of 1500 kg/cubic meter. The Concessionaire shall ensure that all the containers are transported before they start overflowing and, in any case, not later than alternate day even though the Waste deposited in the container is small as compared to holding capacity of the container. In the densely populated areas and commercial streets shall be cleared on a day to day basis and if need be even multiple times in a day.
- c. The Concessionaire shall deploy at his own cost, covered tipping vehicles as may be necessary to Transport the containers from the Secondary Waste Storage Depots to C&D Waste Processing Facility/Landfill Facility as may be necessary.

Annexure II-Construction of C&D Waste Processing Facility

- a. The Concessionaire shall design & construct a C&D Waste Processing Facility having capacity upto 150 TPD per module. It shall have a facility of segregation of recyclables. The C&D Waste Processing Facility shall have an integrated facility to treat incoming C&D waste technology to ensure that at least 90 % of the Waste is reduced on account of segregation and Processing of Waste and a maximum of 10% Waste is left as residue for Disposal at the SLF.
- b. The choice of technology is left to the Concessionaire, but he shall have to adhere to the parameters and standards given in and if the standards of Waste Processing are not prescribed, he shall get them prescribed from Pollution Control Board as per the provisions of aforesaid Rules. The technology shall be proven and in operation under the similar circumstances within or outside the Country. The Concessionaire shall furnish full details of the technology he proposes to adopt and submit designs, drawings & specifications to be used for information and suggestions if any from the Authority before start of the construction of the C&D Waste Processing Facility.
- c. He shall set up a computerized Weighbridge with RFID facility and integration with Command Control Center at NMC at the C&D Waste Processing Facility of at least 50 MT Capacity at the entry & exit and provide necessary basic facilities to the staff.
- d. The entire range of products generated/derived from C&D Waste shall be the property of the Concessionaire and he shall be free to sell the same in the open market as he deems appropriate.
- e. The Authority shall provide necessary land not exceeding approx. 5 Acre for 150 TPD during Concession Period @ INR 1 per Square Mt. per annum. **The concessionaire is not permitted to raise money on the land. Operator will only have license to use the land for the purpose of this project only till contract period or termination of contract whichever is earlier.**
- f. The Concessionaire shall not store the processed waste or stock of derived products at the site for a period exceeding 6 months from the date of production and not beyond a period of 3 months from the date of expiry or Termination of the Concession Period.
- g. The Concessionaire shall maintain C&D Waste Processing Facility free from dust, noise pollution, air pollution and shall do adequate plantation around the project Site to improve the environment.
- h. The entire work shall be done on time by the Concessionaire using his own financial resources, manpower, vehicles, equipment as may be necessary.

Annexure III-Basic Information about Bidder

1)	Name and address of the Bidder	
2)	Whether individual/partnership firm/ private or public ltd. company	
3)	Name/Names of Owner/Partners/ Directors	
4)	Date of Registration/Incorporation of Firm/Company	
5)	Name of the authorized person signing the tender and his / her designation	
6)	Contact Details: Telephone Number: Fax Number: Mobile Number: E- mail ID:	
7)	Registered Office and/or Local Office in _____ City (if any) Address: Telephone Number: Fax Number: E- Mail ID: Mobile No.:	
8)	Is there any other firm or Company involved as Consortium Member - if, yes give full details of Consortium Members, their addresses, contact details, with their share, roles/responsibilities	
9)	Nature of core business of the Consortium Members	
10)	Name and address of Lead Member	
11)	Is the applicant firm an SPV? Give details of holding firms with percentage of equity	

12)	Financial Turnover of the Lead Member during last three financial years	
13)	Financial Turnover of other Consortium Members during last three financial years	
14)	Name of the Bankers and their full address	
15)	Whether enlisted/registered with any Govt. or Semi Govt. department,	
16)	Has the Bidder, or any partner or Directors of the firm/company been involved in litigation during last 10 years for nonperformance of contractual obligations with ULBs concerning with any component of Construction & Demolition Wastes Management.	

Signature of the Bidder with company seal

Name of authorized signatory

Annexure IV- List of C&D /MSW Work Undertaken

Contracts of Collection and Transportation of C&D Waste/MSW undertaken in last 7 years

	Name and address of employer/client	Date of award of contract	Quantity of C&D Waste/MSW Collected and Transported in the contract in the last three years (Metric tons)	Start Date	Completion Date
<u>1</u>					
<u>2</u>					
<u>3</u>					
<u>4</u>					
<u>5</u>					

Note: The data provided above need to be supported by the certificate issued by the competent authority in ULB or Chartered Accountant/Statutory Auditor of the Company

Signature of the Bidder with company seal Name of authorized signatory

Annexure V: Covering Letter for Proposal Submission

FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION (On the Letterhead of the Bidder or Lead Member in case of a Consortium)

Date:

To:

Municipal Commissioner,

Nashik Municipal Corporation, Nashik

Dear Sir,

Re: Bid for Construction & Demolition Waste Management Project for _____ City.

Being duly authorized to represent and act on behalf of Lead Member (in case of consortium)/Sole Applicant, I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided in the Request for Proposal dated [●] (“**RFP**”), hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal, with the details as per the requirements of the RFP, for evaluation. The Proposal, including the Bid Security shall be valid for a period of One Hundred & Eighty (180) days from the Proposal Due Date i.e. till [●] [and the Bid Security shall be valid for at least up to forty five (45) days beyond the proposal validity period i.e. till [●].

Dated thisDay of2012

On Behalf of (Name of the Lead Member/Bidder)

Signature of the Authorized Person Name of the

Authorized Person Designation of the Authorized Person

Annexure VI: Affidavit

(To be executed on non-judicial stamp paper of Rs. 500/-)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are correct.
2. The undersigned hereby certifies that neither our firm M/s _____ nor any of our Consortium Members have abandoned any work in India nor any contract awarded to us for Construction and Demolition Waste have been rescinded by any ULB in India during last five years prior to the date of application
3. The undersigned further certifies that in case any information in the Bid submitted by me is found to be false or untrue at the later stage, the Bid may be cancelled, and the Bid Security forfeited.

Name of the firm:

Authorized signatory of the firm

(With designation and title of the officer)

Annexure VII: Letter for comprising the Bid

Letter comprising the Bid

Dated: dd-mm-yyyy

**To,
Municipal Commissioner,
Nashik Municipal Corporation**

Sub: RFP Reference No. _____ dated _____ for Request for Proposal (RFP) for Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis.

Dear Sir,

With reference to your RFP document dated dd-mm-yyyy, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the [design, construction, operation and maintenance] of the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
4. I/ We acknowledge the right of the NMC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

- a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the NMC; and
- b) I/ We do not have any conflict of interest in accordance with provisions in the RFP document; and
- c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the ULB or any other public sector enterprise or any government, Central or State; and
- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
- e) the undertakings given by us along with the Application are true and correct as on the Bid Due Date and I/we shall continue to abide by them.
6. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to
7. Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
8. I/ We believe that we/ our Consortium satisfy(s) the Net Worth criteria and meet(s) the requirements as specified in the RFP document.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
10. I/ We certify that we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could

cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/ We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
17. I/ We offer a Bid Security of Rs.5,00,000/- (Rupees Five Lakhs only) in accordance with the RFP Document.
18. The Bid Security to be submitted as per E-Tendering procedure.
19. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

{ We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. }

I/ We shall keep this offer valid for 180 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

I/ We hereby submit our Bid for undertaking the aforesaid Project in accordance with the RFP Documents and the Concession Agreement. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature, name and designation of the Authorized signatory)

Place:

Name and seal of Bidder/Lead Member

Annexure VIII: Power of Attorney for signing of Bid

Power of Attorney for signing of Bid (On Rs. 500 Stamp Paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of

....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the “**Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis.**” Project in responsible response to the RFP issued by Nashik Municipal Corporation Government of Maharashtra (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the NMC, representing us in all matters before the NMC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the NMC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For.....

(Signature, name, designation and address of person authorized by Board Resolution (in case of Firm/Company)/ Partner in case of Partnership Firm Person identified by me/personally appeared before me/Signed before me/Attested/Authenticated * (*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date:

In presence of,

(Name & Sign of two independent witnesses)

(1) Witness 1

(2) Witness 2

Annexure IX: Power of Attorney for Lead Member of Consortium

Power of Attorney for Lead Member of Consortium (On Rs. 500 Stamp Paper)

Whereas the Nashik Municipal Corporation (the “Authority”) has invited bids from pre-qualified and short-listed parties for the “*Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis.*” Project (the “Project”).

Whereas... and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as 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 bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s.

....., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s having its registered office at

....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF, 20....

For

(Signature, Name & Title)

For (Signature, Name

& Title)

For

(Signature, Name & Title)

(Executants)

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

In presence of,

(Name & Sign of two independent witnesses for each party)

(For First Party)

(1) Witness 1

(2) Witness 2

(For Second Party)

(1) Witness 1

(2) Witness 2

(For Third Party)

(1) Witness 1

(2) Witness 2

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.*

Annexure X: Self Declaration Non-Debarred/ Blacklisting Certificate

Certificate

[To be submitted on the letter heads of the Bidders separately] Date:

[•]

To,

Municipal Commissioner,
Nashik Municipal Corporation

Sub: Request for Proposal (RFP) for Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis. ("Project")

Sir,

We hereby certify and confirm that in the preparation and submission of this Bid, 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 is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Dated this [•] Day of [•], 2011

Name of the Bidder

Signature of the Authorized Person

Note: *To be submitted by each Member in case of Consortium.*

Annexure XI: Financial Bid Format

(Actual rate to be filled in online Disclosure of any financial information in Technical Bid may lead to disqualification)

Date:

To:

Municipal Commissioner,
Nashik Municipal Corporation

Sub: RFP Reference No. _____ dated _____ for Request for Proposal (RFP) for Collection & Transportation, Design, construction, operation & maintenance of processing & recycling facility, Processing and Disposal of Construction and Demolition Waste (C&D Waste) for Nashik For a period of 20 years on DBFOT Basis.

Dear Sir,

Having gone through this RFP document and the draft concession agreement and having fully understood the Scope of Work for the Project as set out by the NMC in the RFP document.

1. We are pleased to inform that We would charge the following Tipping Fees for carrying out the Project envisaged under the Scope of Work indicated in this RFP document.

C&D waste management in Nashik Municipal Corporation Area	Sr. No	Tipping Fee (INR per Ton of C&D waste) in first year of Operation	
		In Figures (Rs.) per Ton/Kilometer.	In Words (Rs.) for per Ton/Kilometer.
Collection, Transportation of C&D waste	A		
Processing & Recycling of C&D waste of City with Operation & maintenance	B	In Figures (Rs. /Ton)	In Words (Rs. /Ton)
Total Cost per for Collection, Transportation, Processing and Recycling of C&D Waste per Ton	C= (A+B)	In Figures (Rs. /Ton)	In Words (Rs. /Ton)

2. We confirm that every year tipping fee will be adjusted as per the adjustment for fuel & lubricants, fuel (CNG), Labor Component, Machinery & machine tools component, other local materials which is explained in Annexure XII

3. We confirm that the amount quoted above includes all taxes per MT of C&D Handled and no other payment is payable to us.
4. We confirm that in case of discrepancy in Figures and Words for the Amount Quoted the [Lowest or the amount in words] will be considered.
5. We confirm that the Financial Proposal conforms to all the terms & conditions stipulated in the Request for Proposal (RFP) Document.
6. We confirm that our Financial Proposal is FINAL in all respects and contain No conditions.
7. We confirm that, the information submitted in our Financial Proposal is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
8. In case for C&D waste brought by generator / person at the plant at his own cost for such a quantity the concessionaire can charge only the tipping for processing.
9. In case of collection of unclaimed debris, tipping fee shall be compensated from the amount deposited from penalties recovered from the defaulters.
10. We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Proposal and as required to Design, Build, Finance, Operate, Maintain and Transfer the Project, in the event that we are finally selected.

Yours Faithfully,

Name and Designation of the Authorized Signatory

Bidder Name and Address

Note:

1. The revenue from the sale of products shall be retained by the concessionaire
2. NMC will allot bidder as may be beneficial to NMC on the least cost basis among the technically qualified bidders.
3. Tipping fee shall be quoted considering taxes, levies etc. However, tipping fee shall be excluding GST. and in case if the GST is applicable on C&D in future then NMC shall pay the same to the concessionaire.

4. Tipping Fee is Rupees per ton of incoming waste at processing plant must be quoted by the Bidder after considering all the capital grant, sale of recyclable materials, and benefit of any kind of subsidy and carbon credit in prescribed ratio
5. Bidder to read carefully above details and fill the financial format as per the requirement. Incomplete financial Bid shall not consider. L1 to be decided as per the above financial format as per Sr. No C.

Annexure XII: Index for Fuel Adjustment

Adjustment for Fuel and Lubricants

Price adjustment for increase or decrease in the cost POL (fuel and lubricants) shall be paid in accordance with the following formula.

$$V1 = 0.85 \times P1/100 \times R (F1-F0) / F0$$

V1 = increase or decrease in the cost of work during the month under consideration due to changes in the rates for fuel and lubricants.

F0 = The official retail price of non-branded Diesel at the existing consumer pumps of **IOC at Nashik**, on the date of submission of Bids.

F1 = The official retail price of non-branded Diesel at the existing consumer pumps of **IOC at Nashik**, on the last date of the quarter previous to the one under consideration to which a particular interim payment certificate is related.

P1 = Percentage of fuel and lubricants component of the work shall be 10%.

R = Total value of work done during the month.

Adjustment for Fuel (CNG)

Price adjustment for increase or decrease in the cost CNG shall be paid in accordance with the following formula.

$$V1 = 0.85 \times P0/100 \times R \times (C1 - C0) / C0$$

V1 = increase or decrease in the cost of work during the month under consideration due to changes in the rates for CNG.

C0 = the official retail price of CNG at the existing consumer pumps of **MGL at Nashik**, on the date of submission of Bids.

C1 = the official retail price of CNG at the existing consumer pumps of **MGL at Nashik**, on the last date of the quarter previous to the one under consideration to which a particular interim payment certificate is related.

P0 = Percentage of CNG component of the work shall be 5%.

R = Total value of work done during the month.

Adjustment for Labor Component

Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula.

$$V1 = 0.85 \times P_L / 100 \times R \times (L_1 - L_0) / L_0$$

V1 = increase or decrease in the cost of work during the month under Consideration.

L0 = the labour wages for unskilled workers notified by Govt. of Maharashtra for Nashik on the bid submission date.

L1 = the labour wages for unskilled workers notified by Govt. of Maharashtra for Nashik under consideration on the 1st day of the month.

PL = Percentage of Labour component of the work shall be 35%.

R = Total value of work done during the month.

Adjustment for Machinery & Machine Tools Component

Price adjustment for increase or decrease in the cost of machinery and machine tools procured by the Contractor shall be paid in accordance with the following formula.

$$V_p = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o$$

Vp = increase or decrease in the cost of work during the month under consideration due to changes in the rates of machinery and machine tools.

Po = all India average wholesale price index for machinery and machine tools on the date of submission as published by Economic Adviser, Govt. of India, Ministry of Commerce and Industry, New Delhi.

Pi = the all India average wholesale price index for machinery and machine tools on the last date of the quarter previous to the one under consideration to which a particular interim payment certificate is related, as published by Economic Adviser, Govt. of India, Ministry of Commerce and Industry, New Delhi.

Pp = Percentage of plants and machinery spares component of the work shall be 25%

R = Total value of work done during the month.

Adjustment for Other local materials

Price adjustment for increase or decrease in the cost of local materials other than machinery and machine tools, POL and CNG procured by the Contractor shall be paid in accordance with the following formula

$$V_m = 0.85 \times P_m / 100 \times R \times (M_i - M_o) / M_o$$

Vm = increase or decrease in the cost of work during the month under consideration due to changes in the rates for local material other than machinery and machine tools, POL and CNG.

Mo = all India average wholesale price index (all commodities) on the date of submission of Bids, as published by Economic Adviser, Govt. of India, Ministry of Commerce and Industry, New Delhi.

Mi = the all India average wholesale price index (all commodities) on the last date of the quarter previous to the one under consideration to which a particular interim payment certificate is related, as published by Economic Adviser, Govt. of India, Ministry of Commerce and Industry, New Delhi.

Pm = Percentage of local material component (other than machinery and machine tools, POL and CNG) of the work shall be 25%

R = Total value of work done during the month.

NOTE:

- (i) Price adjustment shall be applicable on all the monthly bills passed by the Engineer-in-Charge for payment.
- (ii) The base price shall be the date of bid submission.
- (iii) Various cost components mentioned above are pre decided and shall not be amended during entire contract period and no claim shall be entertained from the concessionaire in this regard.
- (iv) Tipping fee shall be adjusted every year from 2nd year onward as per the price adjustment of various components mentioned in Annexure XII.
- (v) The adjustment may be positive or negative depending upon the rise or fall of index / prices / wages.

Annexure XIII: Format of Bank Guarantee

Format of Bid Security

[Insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert Name and Address of Procuring Entity]*

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of contract]* under RFP No. *[insert RFP number]* ("the RFP").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[insert amount in figures][insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid; or
- (b) having been notified of the acceptance of its Bid by the Authority during the period of bid validity,
 - i. fails or refuses to execute the Contract Agreement,
 - ii. fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB"),
- (c) has not accepted the correction of mathematical errors in accordance with the ITB, or
- (d) has breached a provision of the Code of Integrity specified in the ITB;
- (e) has not complied any of the tender conditions relating to forfeiture of EMD.

This guarantee will expire:

- a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and
- b) if the Bidder is not the successful Bidder, upon the earlier of
 - (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or
 - (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____

[insert signature of person whose name and capacity are shown] Name:

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of

[insert name of the Bank]

Dated on day of ,

[insert date of signing]

Bank's Seal _____

[affix seal of the Bank] [Note: In case of a Joint Venture, the Bid-Security must be in the name of lead to the Joint Venture that submits the bid.]

Annexure XIV: Format of Irrevocable Undertaking

Irrevocable Undertaking

(On Rs.500/- Stamp Paper)

I Shri/Smt. aged, years Indian Inhabitant.
Proprietor/Partner/Director of M/s. resident at
..... do hereby give Irrevocable undertaking as under;

- 1) I say & undertake that as specified in section 171 of CGST Act, 2017, any reduction in rate of tax on supply of goods or services or the benefit of input tax credit shall be mandatorily passed on to NMC by way of commensurate reduction in prices.
- 2) I further say and undertake that I understand that in case the same is not passed on and is discovered at any later stage, NMC shall be at liberty to initiate legal action against me for its recovery including, but not limited to, an appeal to the Screening Committee of the GST Counsel.
- 3) I say that above said irrevocable undertaking is binding upon me/my partners/company/other Directors of the company and also upon my/our legal heirs, assignee, Executor, administrator etc.
- 4) If I fail to compliance with the provisions of the GST Act, I shall be liable for penalty/punishment or both as per the provision of GST Act.

Whatever has been stated here in above is true & correct to my/our own knowledge & belief.

Solemnly affirmed at

DEPONENT

This day of

BEFORE ME

Interpreted Explained and Identified by me

Annexure XVI: Technical Bid Check List

Sr. No.	Document Details	Pg. No	Compliance (Yes/No)
1	EMD Amount		
2	PAN No.		
3	GST No.		
4	Company/ LLP or agency Registration Certificate		
5	Financial Statements of FY 16-7, FY-17-18, FY 18-19		
6	Tender Process Fee		
7	Annexure III- Information about Bidder		
8	Annexure IV- List of C&D/MSW Work Undertaken		
9	Annexure V: Covering Letter for Proposal Submission		
10	Annexure VI: Affidavit		
11	Annexure VII: Letter for comprising the Bid		
12	Annexure VIII: Power of Attorney for signing of Bid		
13	Annexure IX: Power of Attorney for Lead Member of Consortium		
14	Annexure X-Self Declaration Non-Debarred/Blacklisting Undertaking		
15	Annexure XIV: Irrevocable Undertaking		
16	Annexure XV: Technical Bid Checklist		

*****End of Document*****