



Aurangabad Municipal Corporation, Aurangabad

Request for Proposal

Tender for

Collection of Construction and Demolition Waste generated within AMC Limit and
Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for
10 Years.

Aurangabad Municipal Corporation, Aurangabad

AURANGABAD MUNICIPAL CORPORATION, AURANGABAD

NIT No. AMC/SWM/ /2021

Date: 10/02/2021

NOTICE INVITING TENDERS

(First Call)

Online tenders are invited from experienced bidders for following work on behalf of the Aurangabad Municipal Corporation, Aurangabad and will be received online on the website <http://www.mahatenders.gov.in>.

| S. No. | Name of Work | Earnest Money | Cost of tender | Duration of contract |
|--------|---|---------------|----------------|---|
| 1. | Collection of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years. | Rs.5.00 Lac | Rs.5,900/- | 10 years (Excluding 1 Year for Construction Period) |

Key Dates:-

| S. No | Description | Date & Time |
|-------|---------------------------------------|-------------|
| | Online tender purchase start date | 10/02/2021 |
| 1. | Pre-bid meeting | 23/02/2021 |
| 2. | Online Tender purchase end date | 22/03/2021 |
| 3. | Online Bid Submission End date | 22/03/2021 |
| 4. | Technical Proposal Open Date and Time | 24/03/2021 |

Note: Amendment to NIT, if any, would be published on website: www.mahatenders.gov.in only.

**Administrator
Aurangabad Municipal Corporation, Aurangabad**

1. INTRODUCTION

1.1 Background

1.1.1 Aurangabad Municipal Corporation, Aurangabad (the “Authority”) is engaged in the waste management of the city and as part of this endeavor, the Authority has decided to undertake collection and transportation of Construction and demolition waste, Establishment and Operation of facility to Utilize Construction and Demolition waste generated within AMC limits of minimum 100 TPD capacity on PPP basis for 10 years, and has, therefore, decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded.

1.1.2 The selected Bidder shall be responsible for collection and transportation of construction and demolition waste, designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a 10 years long - term concession agreement (the “Concession Agreement”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include collection and transportation of construction and demolition waste generated within AMC limits, Establishment and Operation of facility to Utilize Construction and Demolition waste generated within AMC limits of minimum 100 TPD capacity on PPP basis for 10 years excluding one year construction period. Whereas "Construction and Demolition Waste Rules 2016" have been notified on 29 March 2016, published in the Gazette of India, Part - II, Section -3 Sub section (ii) by Ministry of Environment , Forest and Climate Change. The successful bidder will have to follow all norms set under the said rules and amendments, if any.

1.2 Brief description of bidding Process

1.2.1 The Authority has adopted an online process for selection of the bidder for award of the Project.

1.2.2 In the online bidding format, Applicants would be required to furnish all the information specified in this Tender. The Applicants are, therefore, advised to visit the site and familiarize themselves with the Project.

1.2.3 The Bidding Documents for the Project will be uploaded on the online portal and Bidder on payment of Rs. 5,900 (Rs. Five Thousand nine hundred only) can download the tender form. The Bid shall be valid for a period of not less than 120 days from the Bid due date.

1.2.4 In terms of the Tender, a Bidder will be required to deposit, along with its Bid, a bid security of Rs.5.00 Lac (Rupees Five Lac only) (the "Bid Security"),refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have to provide Bid Security in the form of a demand draft or FDR in favour of **Commissioner, Aurangabad Municipal Corporation**. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Scanned copy of Bid Security will have to be uploaded on the online portal.

1.2.5 Lowest Quoting bidder will be the successful bidder.

1.2.6 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

1.2.7 As part of the Bidding Documents, the Authority will provide a draft Concession Agreement prepared by the Authority/ its consultants and other information pertaining/relevant to the Project available with it.

1.2.8 The concession period shall be 10 years and construction period shall be 1 year. AMC will provide approximately 2.0 Acres of Land at Gut number 54/55 Rama nagar for setting up of this plant. The sanitary Landfill for the dumping of residual/inert waste of C&D is about 12 kms from the proposed project site.

1.2.9 Any queries or request for additional information concerning this Tenders shall be submitted in writing by speed post/courier/special messenger or by e-mail to the officer designated. The envelopes/communications shall clearly bear the following identification/ title:

Queries/Request for Additional Information: "Collection of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years."

2. INSTRUCTIONS TO APPLICANTS

GENERAL

2.1 Scope of Tender

- 2.1.1 Online tenders are invited from experienced bidders "Collection of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years and will be received online on the website <http://mahatenders.gov.in> (main portal) and the tenders would be made available on sub portal <http://mahatenders.gov.in> as per time schedule (key dates) in the notice published on the above website.

The scope of work of this Project to be fulfilled by Concessionaire shall include the following:

AMC will pick the waste from various places and keep it at 3 or 4 locations. The successful bidder will have to lift the waste from these locations by its own resources.

"Collection of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years. "and for that purpose collect waste from various transfer points where construction and demolition waste is deposited by AMC, develop, establish, finance, design, construct, operate and maintain Facility at the Site, in addition to the other rights granted under this Agreement and mentioned in the tender document. 2.0 acre land shall be provided at Rama Nagar site for the proposed project.

- a. Detailed designing and “Collection of Construction and Demolition Waste generated within AMC Limit from transfer points and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years.”
- b. Collection and transportation of the Construction and Demolition Waste from transfer points shall be done by the successful Bidder at his own cost only.
- c. The Successful Bidder shall have to ensure that waste other than the Construction & Demolition Waste is restricted and is not transported to the Rama Nagar Site.
- d. The Bidders shall quote the rates in PRICE BID FORMAT for establishment of plant.
- e. Vehicles of the successful bidders shall be implanted with GPS based Vehicle Tracking System to track and see the vehicle locations and shall also be provided with RFID Tags, which will be read at the Rama Nagar site. The records shall be generated as and when required for counting number of vehicles.
- f. The vehicles shall also be weighed at the Weighbridge installed at the Rama Nagar Site before emptying the vehicle at the entrance and after emptying the vehicle at the exit Weighbridge.
- g. To transport and dispose the Residual Inert Matter to the Landfill Site, without any additional approval, cost or charge;
- h. To establish a call center for receiving queries about demolition waste. Space of approx. 200 sq. feet will be provided by AMC.
- i. To maintain the Construction and Demolition waste Facility up to the end of the Term
- j. Marketing & selling of recovered useful material from Construction and demolition waste. The revenue from the sale of the products shall be of the contractor.
- k. Operation & maintenance of all Plant, vehicles used for the plant, and civil infrastructures within the purview of Project; and
- l. Obtaining all necessary statutory consent and clearances required for implementation of the Project and maintaining thereon as per Applicable Laws;
- m. Ensuring Employee Health and Safety (EHS) compliance during the entire project duration, including the Implementation Period and ISWM Operations Period;

2.1.2 Use of Suitable Technology

Without prejudice to the generality of the foregoing, Concessionaire shall have the right to develop the Project Facilities using such technology that it considers suitable, environmentally and financially sustainable for the purposes of implementing the Project, in accordance with terms of this Agreement and Applicable Laws.

The Concessionaire shall use the technology approved by AMC as a part of the project plan for the Facility. Minimum requirement of the plant and civil works to be done by the successful bidder is given below:

100 TPD Processing Plant is Proposed for the City Civil Works:

| Sr. no. | Civil Component | Size | Unit |
|----------------|--|-------------|-------------|
| 1 | Machine Shed for bricks making machine | 20m x 10m | Sq. Meter |
| 2 | Machine Shed for paver making machine | 20m x 10m | Sq. Meter |

| | | | |
|----|----------------------------|-----------|-----------|
| 3 | Security Room | 3m X 3m | Sq. Meter |
| 4 | Office Room and laboratory | 3m X 3m | Sq. Meter |
| 5 | Spares Room | 3m X 3m | Sq. Meter |
| 6 | Toilet | 2m X 1.5m | Sq. Meter |
| 7 | Road 3.5 m wide | 100m | Meter |
| 8 | Drain | 160m | Meter |
| 9 | Water Tank (HDPE) | 5000 | Liter |
| 10 | Under ground Tank | 5000 | Liter |
| 11 | Green Area | | LS |
| 12 | Electric Fitting | | LS |

Minimum Machinery for Construction and Demolition Waste

| Sr. no. | Component | Quantity |
|-----------------------------|---|----------|
| 1 | Hand Breaker Machine | 2 |
| 2 | Feeding Hopper | 1 |
| 3 | Jaw Crusher Machine which can take material of size minimum 30 cms | 1 |
| 4 | Coarse Screen (100 mm) | 2 |
| 5 | Feeding Conveyor | 1 |
| 6 | Vibro Screen | 1 |
| 7 | Screen (40 mm) | 1 |
| 8 | Screen (20 mm) | 1 |
| 9 | Screen (6 mm) | 1 |
| 10 | Reject Conveyor | 1 |
| Paver making machine | | |
| 11 | Vibrating table heavy duty(10ft.) double structure channel with 2 HP vibrator motor 3ft. pan mixture with 3HP Crompton motor | 2 |
| 12 | Concrete mixer (half bag) with 2HP motor | 1 |
| 13 | PVC rubber mould cosmic 1.85 Kg per mould | 2000 |
| 14 | PVC rubber mould zigzag 1.950kg per mould | 2000 |
| Brick Making Machine | | |
| 15 | Size : 5000 bricks per day Maximum high pressure tonnage: - 80 | 1 |

| | | |
|-----------|--|----------|
| | Oil cooling system and Auto stop. | |
| | Safe working conditions with electrical. Power required: - 7.5 HP. Production Capacity: - 5000 to 6000 Bricks Per Shift (8Hrs.) Oil tank capacity: - 200 liter. With Pan mixer 5ft: - 1 nos. Hydraulic Cylinder used 3 nos. Hydraulic System of 5H.P (3 Phase). Pan Mixer 400Kg with 5H.P Motor, 3Phase Motor with heavy rollers. | |
| 16 | Plywood Pallets | 500 |
| 17 | Water pump and pipes | 1 |
| 18 | Back hoe loader | 1 |
| 19 | Dumper | 1 |

In case of change of the Technology, Concessionaire shall satisfy the AMC appointed consultant technically and take approval from AMC of the same and shall provide necessary justification and presentation of making the change.

2.2 Eligibility of Applicants

2.2.1 For determining the eligibility of Applicants for their qualification hereunder, the following shall apply:

- a. The Applicant for qualification may be a single entity or a group of entities (the “Consortium”), coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- b. An Applicant may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. The Bidder or Lead Member of the consortium should be in existence for at least 3 years. Consortium of maximum (1+1) is permitted.
- c. Members of the Consortium shall nominate one member as the lead member. The nomination(s) shall be supported by a Joint Bidding Agreement, signed by all the other members of the Consortium.
- d. An Applicant shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - i. The Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest.
 - ii. A constituent of such Applicant is also a constituent of another Applicant
 - iii. Such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
 - iv. Such Applicant has the same legal representative for purposes of this Tender any other Applicant; or
 - v. Such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Tender of either or each other; or
 - vi. Such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1, shall include each Member of such Consortium.

2.2.2 To be eligible for qualification, an Applicant shall fulfill the following conditions of eligibility:

A. Technical Capacity:

For demonstrating technical capacity and experience (the “Technical Capacity”), the Applicant shall, over the past 5(five) financial years preceding the Tender Due Date, have:

The Bidder or any member of the consortium (In case of consortium) during last 5 years should have implemented/operated Nationally or Internationally at least 1 (one) Brick manufacturing/paver/blocks manufacturing plant of minimum 50 TPD capacity.

B. Financial Capacity:

The Applicant shall have a minimum average turnover of Rs. 1.00 Crore in last three financial years and should have positive net worth.

For fulfilling the Financial Eligibility criteria by the Bidder, Combined turnover of Lead member of the consortium and Associate Bidder of the consortium would be eligible in aggregate.

2.2.3 The Applicants shall enclose with its Tender, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

- i. Certificate(s) from its statutory auditors or the concerned client(s) stating the payments made/received or works commissioned, as the case may be, during the past 5 (five) years in respect of the projects specified in paragraph 2.2.2 above. In case a particular job/ contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor or the client; and
- ii. Certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Tender to submit the Application. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format at Appendix-III.

2.2.5 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Tender, would not be eligible to submit a Tender, either individually or as member of a Consortium.

2.2.6 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, 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 against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate.

2.2.7 The following conditions shall be adhered to while submitting the Tender:

- a. Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
- b. Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Tender and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;
- c. In responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and

2.3 Change in composition of the Consortium

Change in the composition of a Consortium will not be permitted by the Authority.

2.4 Number of Tenders and costs thereof

2.4.1 No Applicant shall submit more than one Tender for the Project. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another Tender either individually or as a member of any Consortium, as the case may be.

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

2.4.3 Boundary wall construction, water, electricity will be arranged by bidder only; approach road up to the site will be constructed by AMC.

2.4.4 The bidder has to establish 24x7 helpline number. Space of approx. 200 sqft will be provided by AMC at suitable location.

2.4.5 Successful bidder shall submit performance security of 5% of the Project cost in the form of BG from Nationalized / Scheduled Bank.

2.5 Site visit and verification of information

The site identified by the AMC is at Rama Nagar Gut. No. 54/55. Applicants are encouraged to submit their respective tenders after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

2.6.1 It shall be deemed that by submitting the Tender, the Applicant has:

- a. Made a complete and careful examination of the Tender;
- b. Received all relevant information requested from the Authority;
- c. Accepted the risk of inadequacy, error or mistake in the information provided in the Tender or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above; and

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Tender or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this Tender, the Authority reserves the right to accept or reject any Tender and to annul the Bidding Process and reject all Tenders/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible bidder to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Tender and/ or Bid if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Tender. If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Bidder gets disqualified/ rejected, then the Authority reserves the right to:
 - i. invite the remaining Bidders to match the L1 Bidder/ submit their Bids in accordance with the Tender; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified.

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the Tender. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

DOCUMENTS

2.8 Contents of the Tender

This Tender comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10

Invitation for Qualification
Section 1 Introduction

Section 2 Instructions to Applicants Section Criteria for Evaluation

Section 3 Fraud & Corrupt Practices

Section 4 Miscellaneous

Appendices

- I. Letter comprising the Tender
- II. Power of Attorney for signing of Tender
- III. Power of Attorney for Lead Member of Consortium
- IV. Joint Bidding Agreement for Consortium
- V. Approach & Methodology

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the Tender may notify the Authority in writing by speed post/ courier/ special messenger or by e-mail. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Tender Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the Tender without identifying the source of queries.

2.9.2 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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

2.10 Amendment of Tender

2.10.1 At any time prior to the deadline for submission of Tender, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the Tender by the issuance of Addendum/ Corrigendum.

2.10.2 Any Addendum/ Corrigendum thus issued will be available online.

2.10.3 In order to afford the Applicants a reasonable time for taking an Addendum/ Corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Tender Due Date.

PREPARATION AND SUBMISSION OF TENDER

2.11 Language

The tender and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Tender may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the

Applicant. Supporting materials, which are not translated into English, may not be considered.

2.12 Format and signing of Tender

2.12.1 The Applicant shall provide all the information sought under this Tender. The Authority will evaluate only those Tenders that are received in the required formats and complete in all respects. Incomplete and /or conditional Tenders shall be liable to rejection.

2.12.2 The bidder should scan the Original copy and upload on respective section of www.mahatenders.gov.in the online bid should be duly authenticated by digital signature of authorized person

2.13 The Bid shall be submitted online simultaneously, containing the requisite EMD and Technical Proposal and Price bid (Online only), The bidder have to upload scan copy of EMD and technical documents and same should be submitted manually. Price Bid/ financial offer should be submitted online only, in case of manual submission of Price Bid, it will be rejected.

2.14 Tender Due Date

2.14.1 Online tenders should be submitted on www.mahatenders.gov.in till the given dates in NIT.

2.14.2 The Authority may, in its sole discretion, extend the Tender Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.15 Late Tenders

Tenders received by the Authority after the specified time on the Tender Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Tenders

The Applicant may not be able to modify, substitute or withdraw its Tender after submission online. No Tender shall be modified, substituted or withdrawn by the Applicant on or after the Tender Due Date.

EVALUATION PROCESS

2.17 Opening and Evaluation of Tenders

2.17.1 Initially, only the Technical Proposals will be opened online at <http://www.mahatenders.gov.in> the specified address, date and time. The Technical Proposals will be evaluated by AMC. No amendments or changes to the Technical Proposals will be permitted once bid get validated online. Bids with Technical Proposals, which do not conform, to the specified requirements will be rejected as deficient Bids. The Authority shall open the Tenders online on the Tender Due Date

2.17.2 The Authority will subsequently examine and evaluate Tenders in accordance with the provisions set out in Bid Document.

2.17.3 Applicants are advised that pre-qualification of Applicants will be entirely at the discretion of the Authority. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.4 Any information contained in the Tender shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

2.17.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Tender(s) without assigning any reasons.

2.17.6 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Experience Score of the Applicant.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Tender, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

Any attempt by a Bidder to influence AMC in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

2.19 Tests of Responsiveness

2.19.1 Prior to evaluation of Tenders, the Authority shall determine whether each Tender is responsive to the requirements of the Tender. Tender shall be considered responsive only if:

- a. It is received as per format at Appendix-I.
- b. It is received by the Tender Due Date including any extension thereof
- c. It is signed, sealed, bound together in hard cover, and marked
- d. It is accompanied by the Power of Attorney as per format given
- e. It contains all the information and documents (complete in all respects)
- f. It contains information in formats same as those specified in this Tender;
- g. It contains certificates from its statutory auditors in the formats specified

2.19.2 The Authority reserves the right to reject any Tender which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Tender.

2.20 Clarifications

In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this Tender.

2.20.1 To facilitate evaluation of Tenders, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Tender. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Tender shall be liable to be rejected. In case the Tender is not rejected, the Authority may proceed to evaluate the Tender by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

QUALIFICATION AND BIDDING

2.21 Short-listing

After the evaluation of Tenders, the Authority would short-list qualified Applicants (Bidders) who will be eligible for opening of Price bid. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22 Submission of Bids

The Applicants are advised to visit the site and familiarize themselves with the Project by the time of submission of the Tender. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23 Proprietary data

All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority.

Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Tender. The Authority will not return any Tender or any information provided along therewith.

2.24 Correspondence with the Applicant

Save and except as provided in this Tender, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Tender.

3. CRITERIA FOR EVALUATION

3.1 Evaluation parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clauses 2.2.2 and 2.2.3 above shall qualify for evaluation under this Section 3. Tenders of firms/ consortium who do not meet these criteria shall be rejected.

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

- a. Technical Capacity; and
- b. Financial Capacity

3.2 Technical Capacity for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects.

3.3 Technical Capacity:

A. Technical Capacity:

The Bidder or any member of the consortium (In case of consortium) during last 5 years should have implemented/operated Nationally or Internationally at least 1 (one) Brick manufacturing/paver/blocks manufacturing plant of minimum 50 TPD capacity.

B. Financial Capacity:

The Applicant shall have a minimum average turnover of Rs. 1.00 Crore in last three financial years and should have positive Net Worth.

3.4 Financial information for purposes of evaluation

3.4.1 The Tender must be accompanied by the Audited Annual Reports of the Applicant (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Tender is made.

3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.4.3 The Applicant must establish the minimum financial capacity as specified in Clause 2.2.2 (B), and provide details as per format.

3.5 Short-listing of Applicants

3.5.1 AMC shall examine the Technical Proposal to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.

3.5.2 Provided that a Technical Proposal is substantially responsive, AMC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

3.5.3 If the bidder has satisfied the qualification criteria he would be eligible for opening of his price bid online.

3.5.4 Likewise, following the opening of Price Proposals online, AMC shall examine the Price Proposals to confirm that all documents and financial documentation have been provided, and to determine the completeness of each document submitted.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Tender without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or Tender issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.2 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively 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 Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or

(ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any

manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession 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;

- 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 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
- e. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. MISCELLANEOUS

5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Aurangabad shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. Consult with any Applicant in order to receive clarification or further information;
- c. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
- d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.

6. NEED AND AIM OF THE PROJECT

The total quantity of C&D waste has increased over the period of time. New developments are coming around the city and many old buildings are being demolished at the same time. The quantity of waste generation will increase and thus need has arise of construction of recycling waste plant for producing value added building products. The issue to indiscriminate dumping of construction debris on streets should be solved. Such waste in most of the cases is indiscriminately disposed of on the streets causing hindrance in traffic and obstruction in city cleaning process.

AMC has its own vehicles and hired private contractors for removal of such waste through skip, Skip lifters, JCB, tractors, etc. However this system is not working efficiently and the wastes end

up on the street. AMC had started an initiative to collect and dispose C&D waste separately, and trying to ensure that the same is not mixed with the municipal solid waste. Lack of C&D waste segregation, collection and processing systems has led to dumping of majority of the waste without segregation at open spaces or in low lying areas. Due to this material which can be reused/ processed is also dumped into the sites and thus recycling of waste is difficult. In most of the cases the sites allocated by AMC for disposal at project/ household level are few and far resulting in non-authorized dumping of C&D waste along roadside or in low lying areas. AMC has been undertaking many initiatives and following quality collection system and processes, effective segregated collection and processing of C&D waste, so as to explore its strong potential for recovery, is still not in place.

The contractor shall lift the waste manually or with the help of back hoe loaders, dumpers and vehicles from the transfer points. AMC shall not provide any vehicle or manpower for lifting this waste. This project aims to take care of all present construction and demolition waste generated within AMC limit and process the same in a scientific way so as to develop various building products out of it. The plant capacity of 100 tons per day will have a specialized segregation system, debris handling system, crusher and other required units including a multiple section screening unit. The processed material will then be used as a raw material for producing wide range of eco and green building materials like brick, paver, blocks, etc. The whole system right from waste receiving to final finished eco-product would use state of the art technology and will have no adverse impact on the environment. The recycling of C&D waste will help reduce mining for aggregates (Like sand & metal) and also save the valuable land which is otherwise wasted by mere dumping of waste. AMC is in the process of setting up various waste processing units for the municipal solid waste generated in its jurisdiction.

7. SPECIAL CONDITIONS OF CONTRACT:

1. Concession period will be 10 Years & Construction period of plant will be 1 year.
2. Rate for the establishment for C & D waste plant is to be quoted by the bidder.
3. AMC will provide 50% cost of the project (maximum Rs. 90 Lakhs) to the bidder to be received from Swachh Bharat Mission. Payment to the bidder will be made as per following schedule.
 - a. On receipt of plant and machinery at Site - 40%
 - b. After commissioning of Machinery and start - 30% of plant at Site.
 - c. On successful operation of plant for 1 year 15%
 - d. On successful operation of plant for 2 year 15%
4. Weigh bridge will have to be installed (Minimum 50-ton capacity) by the concessionaire at his own cost and keep the daily record of C&D waste and submit it every month to the AMC.
5. Bidder will install 24X7 helpline no. for the information for disposal of C&D waste to the designated collection centers or directly to the plant site to the citizens.
6. Time of the start of the project shall be considered from the date of possession of the land to the bidder.
7. Performance security will be released after 10-year concession period.
8. Water & Electricity required for the project and all clearances from various departments shall be taken by the bidder. AMC will make required documentary support to get them.

9. Product sale will be responsibility of bidder.

For the purpose of this agreement, all fixed assets, including building created or used under this project shall be treated as AMC' property. Contractor will not be allowed to mortgage the land for any purpose. Ownership of land will always be with the AMC. However, ownership of plant and machinery shall be contractor's property, till the end of concession period or termination of contract, after that it will be AMC's property.

APPENDIX I

ANNEX – IA. General Information about the Agency

| | | |
|-----|--|--|
| 1 | Name of Agency | |
| 2 | Address | |
| 3 | Tel Number | |
| | Fax Number | |
| | Email Id | |
| | Website: (If Any) | |
| 4 | Name of contact person | |
| | Designation | |
| | Mobile Number | |
| | Email ID | |
| 5 | Type of Agency (Private Ltd, Public Ltd, Partnership, Proprietorship, consortium etc.) | |
| 6 | Service Tax Enrolment/Registration Certificate & Its Number | |
| 7 | Income Tax (PAN No. & Date) | |
| 8 | Are you submitting this offer in a joint venture /consortium? If yes Who is the lead partner? Who is the technology provider? What is the share of a lead member in this? Submit a copy of such joint venture/consortium agreement | |
| 9 A | Annual Turnover of last 3 financial years | |
| 9 B | Present net worth of the agency (the computation of net-worth shall be based on unconsolidated audited annual accounts of any of the last three years, submit chartered accountant's certificate & last 3 years audited reports) | |

ANNEX – I B. Information about the project proposal:

| | | |
|----|--|--|
| 1 | Area require for the project (in Acre) Total Land Plant Footprint | |
| 2 | Civil work cost (With detail break up) | |
| 3 | Machinery cost (With detail break up) | |
| 4 | Operation & Maintenance cost Monthly, fixed cost (With detail break up) Variable cost per ton (With detail break up) | |
| 5 | Water requirement (KL/Day) | |
| 6 | Electricity requirement for power load and unit consumption in KW | |
| 7 | Construction period (after land handover & including monsoon season) | |
| 8 | 100% plant commissioning period (after land handover and including monsoon season) | |
| 9 | Which type of environmental clearance is required for the technology proposed? (specify this in detail if it is require) | |
| 10 | Environment Impact Assessment study is required for the technology proposed? If yes, what is the time require for the same and who will do this study and who is going to bear the cost of this study. | |
| 11 | Give brief description of the technology (It should cover methodology, odour impact, manual/mechanical/semi-automatic/fully automatic etc, process flow, final products etc.) This information can be submitted as an annexure also. | |
| 12 | Construction and O&M experience of similar Projects, client certificates (with the mention size of project and technology used) for all the past projects need to be attached with this response. | |
| | Number of project executed In India | |
| | Number of projects in operation at present In India | |
| 13 | Proposed team members and their experience in similar projects | |
| 14 | Proposed safeguards for environment and social aspects and their design | |
| 15 | Scope for future expansion Details about capacity, time taken, land requirement etc. | |

| | | |
|----|--|--|
| 16 | Which type of final product/s and by product/s will be made from such technology and what are the usages of such products? | |
| 17 | How you will dispose of the post process / inert waste and its percentage of input waste? | |
| 18 | What are grants/ subsidies etc. available to such type of projects in India? | |
| 19 | Final Products quality & its comparison with conventional product of similar type.(Technical & Commercial) | |

Past experience of the agency will be considered for technical evaluation of the proposal and decision of AMC in this regard will be final and binding.

ANNEX-II

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref.

Date:

To, Commissioner
Aurangabad Municipal Corporation,
Aurangabad

Dear Sir,

Sub: Tender No. dated

With reference to your Tender document dated*****, I/we, have examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project.

1. The Bid is unconditional.
2. All information provided in the Bid and in the Appendices is true and correct. All documents accompanying the bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder the aforesaid Project as explained in this Bid document.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
 - b. I/ We do not have any conflict of interest.
 - 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, in respect of any tender issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Centre or State; and
 - d. I/ We here by certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to Bidders.
9. I/ We believe that we/ our consortium/ proposed consortium satisfy (ies) the Net Worth

criteria and meet(s) the requirements as specified in the Tender document and are/ is qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. 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.
13. 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 concerning or relating to the Bidding Process including the award of Concession.
14. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender, our own estimates of costs and Construction and demolition waste generation and its characteristics and after a careful assessment of the site and all the conditions that may affect the Bid.
15. 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.
16. I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the Bid Due Date.
17. I/We agree and undertake to abide by all the terms and conditions of the Tender document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the Tender document.
18. I/we have received all the clarifications issued by the authority.
19. Notwithstanding any qualification or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)

APPENDIX II

Power of Attorney for signing of Tender and Bid

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 of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 15 Years." including but not limited to signing and submission of all tenders, bids and other documents and writings, and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority 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

For
(Signature, name, designation and address) Witnesses:

APPENDIX III

Power of Attorney for Lead Member of Consortium

Whereas the Aurangabad Municipal Corporation (“the Authority”) has invited tenders from interested parties for “Collection of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years.”(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 tender 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
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”).

We 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 qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all tenders, bids and other documents and writings, 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 2.....

For (Signature)
..... (Name & Title) For
..... (Signature)
..... (Name & Title) For
..... (Signature)
..... (Name & Title)

Witnesses: 1.

2.

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

APPENDIX IV

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of
..... 20...

AMONGST

{..... Limited, a company incorporated under the Companies Act, 1956/appropriate} and having its registered office at (Hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{..... Limited, a company incorporated under the Companies Act, 1956/appropriate} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party” WHEREAS, Whereas the Aurangabad Municipal Corporation (“the Authority”) has invited tenders from interested parties for “Collection of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years.” (the “Project”). by its tender No. dated

The Parties are interested in jointly bidding for the Project as members of a

Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the Project, and

It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below: Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement. Party of the Second Part shall be {the Technical Member of the Consortium;}

Party of the Part shall be the Financial Member of the Consortium; and}

Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender, Tender and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

Shareholding

The Parties agree that the proportion of shareholding among the Parties shall be as follows:

First Party:.....

Second Party:.....

Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge;
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c. This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

Miscellaneous

This Joint Bidding Agreement shall be governed by laws of {India}.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by: (Signature)
(Name) (Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of OTHER PARTS: (Signature)
(Name) (Designation)
(Address)

APPENDIX-V

Approach and Methodology

Technical approach, methodology and project plan are key components of the Technical Proposal. You are suggested to present in your technical proposal the followings:

- i. Technical Approach and Methodology including assumptions in development treatment and disposal system and basis of proposed capacity.
- ii. Details of Proposed technology for processing of Construction and demolition waste.
- iii. Source of technology and technology tie-up.
- iv. Project Plan including schedule for equipment replacements and capacity additions at regular intervals.
- v. Organization and Staffing,
- vi. Assessment of Risk and mitigation plan
- vii. Total Investment Proposed and Funding / Financing plan.
- viii. Key assumptions

Bidders would be required to submit information on key assumptions for the Project (Key Assumptions) based on their estimates of various parameters pertaining to the Project. Key Assumptions must include (but not limited to) information on the following:

- a. Proposed quantum in SLF Disposal = -----%
- b. Project Cost Estimates
- c. Base Construction Cost as on Proposal Due Date Contingencies
- d. Details of Preliminary Expenses
- e. Details of Pre-Operative Expenses

Note: The bidder may be invited to make a presentation on approach, methodology and project plan to judge their understanding of the project.

DRAFT CONCESSION AGREEMENT

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

“Accounting Year” shall mean the Financial Year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

“Additional Cost” shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which the Concessionaire is required to incur as a result of Change in Law.

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

“Agreement” shall mean this Agreement, its Recitals, the Schedules and annexures hereto and any amendments made in accordance with the provisions hereof.

“Applicable Approvals” shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of this Agreement.

“Applicable Laws” shall mean all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement.

“Appointed Date” shall mean the date of signing of this Concession Agreement by the Parties.

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

“Authority” shall mean the Aurangabad Municipal Corporation or AMC

“Bid” shall mean the documents in their entirety comprised in the Bid submitted by the {selected Bidder/Consortium} in response to the Request for Proposals in accordance with the provisions thereof;

“Concession” subject to all the terms, conditions, covenants and obligations of this Agreement, shall mean collectively the exclusive right, license and permission granted on behalf of the AMC to the Concessionaire under this Agreement to undertake the Project.

“Concessionaire” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“Concession Period” shall mean the period of 10 years starting from the Appointed Date and ending on the date of hand back of the Project Facilities in terms of Article 10. It includes construction of plant period also.

“Construction Works” shall mean all works and things required to be constructed by the Concessionaire, pursuant to the Construction Requirements.

“Contractor” shall mean the person or persons, as the case may be, with whom the Concessionaire has entered into any of the agreements for construction, operation and/or maintenance of the Project or matters incidental thereto but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire.

“Daily Weight Sheet” shall have the meaning given to the term in Clause 5.9(c). “Damages” shall have the meaning set forth in Sub-clause (o) of Clause 1.2.1;

“Detailed Project Report” shall mean the report prepared and submitted by the Company for the development of the project.

“Drawings” shall mean all of the drawings, calculations and documents pertaining to the Project, and shall include „Working Drawings”

“Emergency” shall mean conditions or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities.

“Encumbrances” shall mean in relation to the Project Facilities/Site, any Encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other obligations but excluding utilities, if any on or under the Project Site.

“Excluded Waste” shall mean waste material of the nature that the Project Facilities are not designed or authorized to receive, manage, process and dispose, including hazardous waste, bio-medical Waste, e-waste and/or any other waste not defined as MSW or Construction and demolition waste.

“Financial Year” shall mean the period commencing from April 1 of any given year to March 31 of the subsequent year.

“Financing Documents” shall mean the agreements executed by the Concessionaire in respect of financial assistance to be provided by the Lenders by way of loans, guarantees, subscription to non-convertible debentures, bonds, and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the Project.

“Force Majeure” or Force Majeure Event” shall mean an act, event condition or occurrence as specified in Article 8.

“GoMH” shall mean the Government of Maharashtra.

“GOI” shall mean the Government of India.

“Good Industry Practice” shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence, which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws, and Applicable Approvals, in a reliable, safe, economical, and efficient manner.

“Government Agency” shall mean GOI, GOMH, the Authority or any State Government or governmental department, division or sub-division of the Government and includes commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over Concessionaire, the Site/Project Facilities or any portion thereof, for the performance of all or any of the services or obligations of Concessionaire under or pursuant to this Agreement.

“Operations Period” shall mean the period commencing from the COD of Facility and ending with expiry of this Agreement or Termination Date, whichever is earlier.

“Implementation Period” shall mean the period of commencing from the Appointed Date and ending with Scheduled COD.

"Implementation Schedule" shall mean the Implementation Schedule to be prepared as a part of DPR with specific milestones for operationalization of activities/ Project Facility.

“AMC appointed Consultant or IE” shall be the consultant appointed by AMC. Eco Pro Environmental Services has been appointed for the same for assisting AMC in documentation and preparation of tender document and monitoring of compliance by Concessionaire with respect to the terms and conditions as defined in the Concession Agreement for the Concessionaire.

“Indirect Political Event” shall have the meaning set forth in Clause 8.2;

“Insurance Cover” shall mean the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 11, and includes all insurances required to be taken out by the Concessionaire under Clause 5.6 and 5.7 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” shall mean all patents, trade-marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semiconductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“LOA” shall mean the letter of acceptance

“Lenders” shall mean the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Documents for meeting all or any part of the project cost and who hold charge on the assets, rights, title and interests of the Concessionaire.

“MSW” or Municipal Solid Waste” The term shall further mean the Municipal Solid Waste as described under the SWM Rules.

“C&D Waste Management Rules” shall mean the Construction and Demolition Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) and includes any statutory Amendments / modifications thereto for reenactments thereof, for the time being in force;

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

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

“Milestone Schedule” shall mean the meaning as ascribed to in the Clause 5.3.

“O&M” shall mean the operation and maintenance of the Project Facilities and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, in accordance with the provisions of this Agreement.

“O&M Requirements” shall mean the requirements as to operation and maintenance of the Project Facilities.

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

“Performance Bank Guarantee/ Performance Security” shall mean the guarantee for performance of its obligations to be furnished by Concessionaire.

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

“Plant” shall mean the apparatus, equipment and machinery for carrying out the activities required for the Project, fixed or movable, but excluding consumables and premises.

“Preliminary Notice” shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

“Project Agreements” shall mean this Agreement, the Financing Agreements, or any other agreements or material contracts that may be entered into by the Concessionaire with any Person in connection with matters relating to, arising out of or incidental to the Project.

“Project Area” shall comprise the Site and for the purpose of implementing the Project “Project Assets/Facilities” shall mean all the amenities and facilities situated within the Project Area, the Plant, vehicles and civil infrastructure required and procured/constructed for carrying out activities for effective and efficient management of Construction and demolition waste and other related activities, in accordance with the terms and conditions of this Agreement and in compliance with the MSW Rules.

“Right of Way” shall mean the constructive possession of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Project Facilities in accordance with this Agreement;

“Readiness Certificate” shall mean the certificate issued by AMC appointed Consultant certifying, inter-alia, that the Concessionaire has completed the relevant Project Facilities in the Project Area.

“Residual Inert Matter” shall mean the waste matter obtained after processing of the Construction and demolition waste by each of the relevant Project Facilities and is not fit for any kind of use and to be disposed off in the Landfill and shall not have more than 10% of total waste.

“Rupees or Rs” refers to the lawful currency of the Republic of India.

“Site” shall mean the land admeasuring about 3 Acres located at Aurangabad provided by AMC for developing the project.

“State” shall mean the State of Maharashtra and “State Government” shall mean the government of that State;

“Successful Bidder” shall mean M/s _____ the party selected by the Authority,

through a competitive bidding process for implementing the Project.

“Tax” shall mean and includes any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Agency, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever

“Technology” means the relevant technology for the disposal of construction and demolition waste that the Concessionaire has proposed as part of bid document and accepted by AMC including any changes in technology proposed by the Concessionaire and accepted by AMC time to time.

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

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

“Total Project Cost” shall mean the actual cost incurred on the construction of the Project Facilities as authenticated by the Authority.

“Vacant Possession” means delivery to the Concessionaire, of possession of the land constituting the Site free from all Encumbrances and the grant of all easementary rights and all other rights appurtenant thereto.

“Weighbridge” means the electronic weighbridge constructed by the Concessionaire capable of performing the operations of weighment

Interpretation

In this Agreement, unless the context otherwise requires,

- a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or reenactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. references to Applicable Laws shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. the words "include" and "including" are to be construed without limitation;
- f. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- g. any reference to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Aurangabad are generally open for business;
- h. any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- i. the Schedules and annexures to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- j. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument,

license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;

- k. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- l. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- m. any reference to "construction" or "building" include unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "Construct" or "Build" shall be construed accordingly.
- n. any reference to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up gradation and other activities incidental thereto, and "develop" shall be construed accordingly;
- o. the Damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre- estimated loss and Damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages");
- p. time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and
- q. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;

Unless expressly provided otherwise in this Agreement any documentation required to be provided or furnished by the Concessionaire to the Authority and/or AMC appointed Consultant shall be provided free of cost and in three copies, and if the Authority is required to return any such documentation with their comments and / or approval, they shall be entitled to retain two copies thereof.

The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof, shall not apply.

Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being

rounded down.

Priority of Agreements, clauses and schedules

This Agreement, and all other Agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and Agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- a. this Agreement; and
- b. all other Agreements and documents forming part hereof or referred to here in; Subject to provisions of Clause 1.4.1 in case of ambiguities or discrepancies within this Agreement, the following shall apply:
 - a. between two or more Articles of this Agreement, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles;
 - b. between the Articles of this Agreement and the Schedules, the Articles shall prevail and between Schedules and Annexures, the Schedules shall prevail;
 - c. between any two Schedules, the Schedule relevant to the issue shall prevail;
 - d. between the written description on the drawings and the Specifications and Standards, the latter shall prevail;
 - e. between the dimension scaled from the drawing and its specific written dimension, the latter shall prevail; and
 - f. between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2 - THE CONCESSION

2.1 Scope of Work

The scope of work of this Project to be fulfilled by Concessionaire shall include the following:

- a. To “Collection of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years.” and for that purpose collect waste from transfer points, develop, establish, finance, design, construct, operate and maintain Facility at the Site, in addition to the other rights granted under this Agreement and mentioned in the tender document. 2 acre land shall be provided at Rama Nagar site Gut No. 54/55 for the proposed project. The engineered landfill for dumping of residual/ inert waste of C&D.
- b. Detailed designing and “Collection of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years.”
- c. Collection and transportation of the Construction and Demolition Waste shall be done by the

successful Bidder at his own cost only. It shall be responsibility of the successful Bidder to collect the C & D Waste generated from the various transfer locations within the AMC limits of the Aurangabad City. Though only construction and demolition waste will be collected but it may contain some quantity of other type of waste other than construction and demolition waste.

- d. The Successful Bidder shall have to ensure that waste other than the Construction & Demolition Waste is restricted and is not transported.
- e. The Bidders are advised to take a note that the distances for collection of Construction and Demolition Waste shall vary and has to consider average distance while transporting the waste and bid accordingly.
- f. The Bidders shall quote the rates in PRICE BID FORMAT.
- g. Vehicles of the successful bidders shall be implanted with GPS based Vehicle Tracking System to track and see the vehicle locations and shall also be provided with RFID Tags, which will be read at the Rama Nagar site. The records shall be generated as and when required for counting number of vehicles.
- h. The vehicles shall also be weighed at the Weighbridge installed at the Rama Nagar Site before emptying the vehicle at the entrance and after emptying the vehicle at the exit Weighbridge.
- i. To transport and dispose the Residual Inert Matter to the Landfill Site, without any additional approval, cost or charge;
- j. To establish a call center for receiving queries about demolition waste. Space of approx. 200 sqft will be provided by AMC.
- k. To maintain the Construction and Demolition waste Facility up to the end of the Term
- l. Marketing & selling of recovered useful material from Construction and demolition waste;
- m. Operation & maintenance of all Plant, vehicles used for the plant, and civil infrastructures within the purview of Project; and
- n. Obtaining all necessary statutory consent and clearances required for implementation of the Project and maintaining thereon as per Applicable Laws;
- o. Ensuring Employee Health and Safety (EHS) compliance during the entire project duration, including the Implementation Period and ISWM Operations Period;

2.2Renewal of Concession:

AMC may agree to renew or extend the Concession period as may be mutually agreed to and on such terms and conditions as mutually agreed upon after the expiry of the term.

2.3Use of Suitable Technology

Without prejudice to the generality of the foregoing, Concessionaire shall have the right to develop the Project Facilities using such technology that it considers suitable, environmentally and financially sustainable for the purposes of implementing the Project, in accordance with terms of this Agreement and Applicable Laws.

The Concessionaire shall use the technology approved by AMC as a part of the project plan for the Facility.

Without prejudice to the generality of the foregoing, the Concessionaire shall have the right to develop Facility using such technology that it considers suitable and commercially viable for the purposes of implementing the Project.

In case of change the Technology Concessionaire shall satisfy the AMC appointed consultant technically and take approval from AMC of the same and shall provide necessary justification and presentation of making the change.

ARTICLE 3 - PROJECT SITE

3.1 Vesting of Site

The Authority hereby agrees that the land constituting the Site shall be vested with the Concessionaire to implement the Project and for the purposes of the development of the Project Facilities for enabling Concessionaire to discharge its functions of management, treatment, processing and disposal of construction and demolition waste. The license for construction and operations at Site shall be granted by AMC.

3.2 Rights, Title and Use of the Site

- a. The Concessionaire shall have the right to the use the Site in accordance with the provisions of this Agreement;
- b. The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Site save and except with the written consent of the Authority.
- c. The Concessionaire shall not, without the prior written approval of, use the Project Facilities for any purpose other than for the purpose of the Project and purpose incidental or ancillary thereto.
- d. The Concessionaire shall allow access to and use of the Site for laying/ installing/ maintaining telegraph lines, electric lines or for such other public purposes as the Authority may specify. Provided that such access or use shall not result in a Material Adverse Effect and that the Authority shall, in the event of any physical Damage/ shifting of the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at cost and expense of the Authority.
- e. The Concessionaire shall not be allowed to sell or mortgage the land in any circumstances. The Concessionaire shall not be allowed to sublet or rent out the land in any circumstances.

3.3 Peaceful Possession

The Authority hereby warrants that:

- a. The Site together with the necessary Right of Way/way-leaves has been acquired through the due process of law and belongs to and is vested in the Authority and that the Authority has full powers to hold, dispose of and deal with the same; consistent and interlaid with the provisions of this Agreement and that the Concessionaire shall, in respect of the Site, have no liability regarding any compensation payment on account of land acquisition or rehabilitation/ resettlement of any Persons affected thereby.

- b. The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the whole Site during the Concession Period and in the event the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Site or any part thereof or in the event of any enforcement action including any attachment, restraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Site or any part thereof the Authority shall as called upon by the Concessionaire, defend such claims and proceedings at its costs and also keep the Concessionaire indemnified against any consequential loss or Damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.
- c. The Concessionaire is entitled to use the existing facility of landfill for disposal of inert waste. The waste sent to the Disposal Site shall not be more than 10% of the total waste received at the project facility.

3.4 Applicable Approvals

The Concessionaire shall as per the Applicable Laws obtain and maintain the Applicable Approvals in such sequence as is consistent with the requirements of the Project. The Authority shall provide all necessary co-operation/ assistance for obtaining the permission. The Concessionaire shall comply with the terms and conditions subject to which Applicable Approvals have been issued.

3.5 Overriding Powers of the Authority

3.5.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the O&M Requirements, and such breach is causing or likely to cause material hardship or danger to the waste generators, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

3.5.2 In the event that the Concessionaire, upon notice, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers and take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations hereunder shall be deemed to be

O&M expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of this Agreement along with the Damages.

3.5.3 In the event of a national emergency, civil commotion or any other act specified in Clause 8.2, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it, and

3.5.4 exercise such control over the Project or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which

caused the exercise of such overriding power by the Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Article 8. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 3.5 and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

ARTICLE 4 - CONCESSIONAIRE'S OBLIGATIONS

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

4.1 Performance Bank Guarantee (PBG)

- a. The Successful Bidder has, for due and punctual performance of its obligations hereunder relating to the Project, delivered to the Authority simultaneously with the execution of this Agreement a Bank Guarantee from a scheduled/ nationalized Bank in the form as set out in Schedule, ("Performance Security") for a sum of 5% of the project cost within 15 (fifteen) days of the date of LOA. The PBG shall be valid for the 10 years. The successful bidder can submit the Bank Guarantee for 2 years which shall be renewed for next two years before the expiry of the Bank Guarantee. Until such time the Performance Security is provided by the Concessionaire pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.
- b. The renewal of the PBG as and when required is to be done by the Concessionaire at least one month before the date of expiry of the existing PBG, failing which, the Authority is entitled to revoke the PBG. Provided that if the Agreement is terminated due to any event other than a Concessionaire Event of Default, the PBG, if subsisting as on the Termination Date shall, subject to the Authority's right to receive amounts, if any, due from Concessionaire under this Agreement, be duly discharged and released to Concessionaire within 30 days from the Termination Date.
- c. Notwithstanding anything to the contrary contained in this Agreement, in the event Performance Security is not provided by the Concessionaire within a period of 15 (Fifteen) days from the date of LOI, the Authority may encash the Bid Security and appropriate the proceeds thereof as Damages, and thereupon all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.

4.2 Financing Support

- 4.2.1 The Concessionaire shall at its cost, expenses and risk make financing arrangements for the cost to be incurred during the implementation of the Project, as may, be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.

4.3 Project Planning and Approvals

- 4.3.1 Investigate, study, design, develop, finance, construct, establish, operate and maintain the Project Facilities and maintenance, in accordance with the provisions of this Agreement, Scope of Works, the terms of Applicable Approvals, the Applicable Laws and Good Industry Practice;
- 4.3.2 Prepare a surface and ground water, leachate and air emission monitoring programme in accordance with the Applicable Laws including SPCB requirements, MoEF guidelines and MSW Rules and comply with its requirements;
- 4.3.3 Operate and maintain the Project Facilities during the Concession Period and maintenance, at its cost and expense, and in conformity with this Agreement including but not limited to the MSW Rules, Technical Specifications and Good Industry Practice;
- 4.3.4 Arrange and access at its cost and expense all infrastructural facilities like water, electricity and goods, materials, consumables, things and services etc. as necessary for the implementation of the Project and make arrangements for back-up supply of power;
- 4.3.5 Be responsible for safety, soundness and durability of the Project Facilities including all structures forming part thereof and their compliance with the provisions of this Agreement, including the Technical Specifications and Good Industry Practice;
- 4.3.6 Shall ensure that no such technology is used that is banned by Government of India

4.4 Applicable Permits and Applicable Laws

- 4.4.1 Obtain, maintain and periodically renew the requisite authorization under the Applicable Laws and in particular the MSW Rules for establishing, managing and operating and maintaining the Project Facilities,
- 4.4.2 Obtain, maintain and periodically renew at its cost all Applicable Approvals, including environmental clearances, in conformity with the Applicable Laws and be in compliance therewith at all times;
- 4.4.3 Comply with the obligations at all times, under any approval or issued from time to time by any Government Authority, including without limitation the GoMH, GoI (under the Environment Protection Act, etc), the SPCB and the CPCB, and not undertake any act, deed or thing that violates the terms and conditions of any approval, clearance or no-objection certificate granted by such authority in relation to the Project;
- 4.4.4 Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, intellectual property rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- 4.4.5 Be in compliance with the Applicable Laws, including without limitation those relating to municipal solid waste, materials and wastes, safety, health, sanitation, environment and labor, as amended from time to time, and the statutory and regulatory framework relating to the implementation of the Project and the Collection, establishment, operation and maintenance, including post closure maintenance of the Project Facilities. Without limiting the generality of the foregoing, the Concessionaire shall comply with the Environment (Protection) Act, 1986, the MSW Rules, the Water Pollution Act, 1974, the Public Liability Insurance Act, 1991, the Water (Prevention and Control of Pollution) Cess Act, 1977, the Air (Prevention and Control of Pollution) Act, 1981, the Motor Vehicles Act, 1988 and the rules framed there under by GoMH or GoI, as the case may be.

4.5 Liability

- 4.5.1 Be the applicant, the authorized person, the occupier, and operator of the Project Facilities under and for the purposes of the Applicable Laws, including the MSW Rules. The Concessionaire accepts all liability and shall be liable under the Applicable Laws or otherwise for the implementation, operation and maintenance of the Project Facilities and indemnify and keep indemnified at its cost the Concessioneing Authority and the Government Authorities from and against any liability arising due to its acts or deeds or lack of any of its acts or deeds either by itself or Persons claiming through or under it, for the Project;
- 4.5.2 Bear at its cost and consequence, all risks of loss of or damage to life, limb, personal injury, death, physical property and environment, in or around the Project Site(s) or in relation to implementation of project, which arise in connection with or in consequence of the performance of the Construction Works by the Concessionaire or Persons claiming through or under it. Concessionaire shall restore and/or compensate at its cost as the case may be for all such losses or damages;
- 4.5.3 Be liable for all cost overruns in the implementation of the Project, save and except as expressly provided herein;
- 4.5.4 Be liable for its contracts with its Contractors, personnel, labour or any Third Party.
The Concessioneing Authority shall not be liable in any manner in this behalf;
- 4.5.5 Be solely liable for any cost or price escalation resulting from fluctuation in the prices of goods, materials, consumables, things and services used in the construction and implementation of the Project and not be exempted from its obligation to implement the Project or compensated in any form on account of any such escalation.

4.6 Processing Facilities Site /Project Sites

- 4.6.1 Not to place or create nor to permit any Contractor or other Person claiming through or under the Concessionaire to create or place any Encumbrance over all or any part of the Processing Facilities Site and Project Site(s) or on any rights of the Concessioneing Authority therein;
- 4.6.2 Ensure that the Processing Facilities Site and Project Sites remains free from all encroachments and take all steps necessary to remove encroachments, if any;
- 4.6.3 Confine its operations and activities to the Processing Facilities Site and Project Site(s) and to any additional areas arranged by it at its cost and shall not encroach upon, damage or degrade adjacent land and be liable for all costs and consequences for a failure to do so;
- 4.6.4 Not undertake any act, deed or thing in derogation of or that violates the terms and conditions of the Processing Facilities Site Lease Deed and Project Site Lease Deed(s) between the Concessionaire and AMC.
- 4.6.5 Remove promptly according to Good Industry Practice from the Processing Facilities Site and Project Site(s) all surplus construction machinery and material, litter, debris, waste water, rubbish and other debris and keep the Processing Facilities Site and Project Site(s) in a neat and clean condition and in conformity with the Applicable Laws and Applicable Approvals;
- 4.6.6 Be liable for all hazardous, dangerous and other goods, materials, creatures and substances brought, kept, stored or handled at the site/ Project Facilities.

4.7 Personnel and Labour

- 4.7.1 Appoint and retain the key personnel and team leader as required for the smooth functioning of the Project. In the event the Concessionaire is required by the Concessions Authority to remove or change any key personnel, it shall forthwith provide as replacement a Person of equivalent or higher qualifications acceptable to the Concessions Authority;
- 4.7.2 Provide the requisite training related to the handling and management of Construction and demolition waste to all persons (the labour and personnel of the Concessionaire, its Contractors, agents or otherwise) employed or working at the Project Facilities;
- 4.7.3 Make efforts to maintain harmony and good industrial relations among the labour and personnel employed in connection with the performance of the Concessionaire's obligations under this Agreement and be the primary employer, vis-a-vis the Concessions Authority in respect of such labour and personnel;
- 4.7.4 Be solely responsible and liable for compliance with all Applicable Laws, including labour and local laws, pertaining to the employment of labour, staff and personnel by it and its Contractors for implementing the Project;
- 4.7.5 At all times be responsible for its employees and Contractors and the Concessions Authority shall not be liable in any manner whatsoever in respect of such employees and their employment.

4.8 Safety and Accidents

- 4.8.1 Give priority to safety in its construction and planning activities in order to protect life, health, property and environment; Develop, implement and administer a surveillance and safety program for the Project Facilities, the Concessionaire's and Contractor's labour and personnel engaged in the provision of any services under any of the Project Agreements and goods and Persons in or within the proximity of the Processing Facilities Site and Project Site(s), including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practice;
- 4.8.2 take all reasonable precautions for the prevention of accidents and emergencies on or about the Processing Facilities Site and Project Site(s)/Project Facilities, including
- from fire, explosion, unplanned release of Construction and demolition waste etc. by installing firefighting devices, alarms and communication systems and maintaining adequate water supply, safety equipment and materials at the Project Facilities. The Concessionaire shall liaison and maintains contact with Emergency response teams, hospitals, police, the fire department, taxi services etc. The Concessionaire shall provide all reasonable assistance and Emergency medical aid to accident victims;
- 4.8.3 Implement the environment management plan (EMP), the Safety, Health and Environment programme (SHE) and fire protection programme in accordance with the Good Industry Practice.

4.9 Taxes

- 4.9.1 Pay all charges, Taxes, fines, late fees and other outgoings in relation to the use of utilities and services by the Concessionaire or its Contractors and agents during the implementation

and operation of the Project such as water supply, sewage disposal, fuel, electric power, gas, telephone and other utilities and consumables used in the implementation of the Project and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility;

4.9.2 Pay in a timely manner all Taxes, duties, levies, cess and charges including but not limited to income tax, sales tax, value added tax, excise duty, customs duty and Octroi that may be levied, claimed or demanded from time to time by any Government Authority, including any increase therein effected from time to time by any Government Authority, in respect of the Project.

4.10 Others

4.10.1 Maintain insurances throughout the Concession Period in accordance with the provisions hereof;

4.10.2 Not carry out any business or undertake any project that is in competition, direct or indirect, with the Project/Project Facilities;

4.10.3 Upon the establishment of on-line waste management/tracking systems at the Project Facilities, the Concessionaire shall have such systems linked to the regional and/or central monitoring systems installed at the Concessioning Authority, SPCB or other Government Authorities.

ARTICLE 5 CONCESSIONING AUTHORITY'S OBLIGATIONS

Subject to and in accordance with the provisions of this Agreement, the Concessioning Authority shall have the following obligations:

5.1 Obligations

The Concessioning Authority shall:

- a. Meet the Conditions Precedent for Concessioning Authority – Processing in timely manner or in extended time as may be agreed between the parties
- b. Execute the Project Site(s) Lease Deed(s);
- c. Grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from the Concessioning Authority under this Agreement, in connection with implementation of the Project .Without prejudice to the generality of Clause 6.1 (a) above:
 - i. Recommend and forward to the relevant authority/ministry/department, any application of the Concessionaire to obtain any Applicable Approval
 - ii. Ensure that the building plans for the Project Facilities at Processing Facilities Site and Project Sites are duly and expeditiously approved by the concerned authorities under the Act / building by-laws / other relevant by-laws or regulations;
 - iii. Ensure peaceful use of the Processing Facilities Site and Project Site(s) by the Concessionaire under and in accordance with the provisions of this Agreement without any let or hindrance from any Persons claiming through or under the Concessioning Authority;
 - iv. Make timely payment to the Concessionaire in accordance with the provisions of this Agreement in accordance with the provisions in case the Tipping Fee is positive.

- v. For the purposes of this agreement, all fixed assets, including land and building created or used under such project shall be treated as Municipal property, and be consequently exempt from property tax or such levies in line with the provisions of the respective Municipal Act(s). Provided that such exemptions shall only apply to land and buildings which are owned by the Municipal bodies and which have been vested with the Concessionaire.

ARTICLE 7 FORCE MAJEURE

As used in this Agreement, the expression " Force Majeure" or " Force Majeure Event" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 8.1, 8.2 and 8.3 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the " Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

1.1 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- strikes or boycotts (other than those involving Contractors, or their respective employees/representatives, or attributable to any act or omission by any of them) interrupting supplies and services to the Project for a continuous period of 48 (forty eight) hours and an aggregate period exceeding 10 (ten) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 7.2;
- any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire, by, or on behalf of such Contractor;
- any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (a) its own failure to comply with any Applicable Law or Applicable Permits, or (b) on account of its own breach of any Applicable Law or Applicable Permit or of any contract, or (c) enforcement of this Agreement, or (d) exercise of any of its rights under this Agreement by the Government;
- The discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a Site inspection; or
- any event or circumstances of a nature analogous to any of the foregoing.

1.2 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- An act of war (whether declared or undeclared), invasion, armed conflict or act by foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- Industry-wide or State-wide strikes or industrial action for a continuous period of 48 (forty eight) hours and exceeding an aggregate period of 10 (ten) days in an Accounting Year;
- Any civil commotion, boycott or political agitation which prevents collection of User Charges by the Concessionaire for an aggregate period exceeding 30 (thirty) days in an Accounting Year;
- Any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;
- Any Indirect Political Event that causes a Non-Political Event; or any event or circumstances of a nature analogous to any of the foregoing.

1.3 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

- a. Compulsory acquisition in national interest or expropriation of any Project Facilities or rights of the Concessionaire or of the Contractors;
- b. unlawful or unauthorized or without jurisdiction revocation of or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire or any Contractor's inability or

failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;
- c. any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or
- d. any event or circumstance of a nature analogous to any of the foregoing.

1.4 Duty to report Force Majeure Event

Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

- a. The nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 8 with evidence in support thereof;

- b. The estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;
- c. The measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- d. any other information relevant to the Affected Party's claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 8.4.1, and, such other information as the other Party may reasonably request the Affected Party to provide.

1.5 Effect of Force Majeure Event on the Concession

Upon the occurrence of any Force Majeure Event prior to the Compliance Period and Scheduled Construction Completion Date(s) shall be extended accordingly by a period equal in length to the duration of the Force Majeure Event.

At any time after the Compliance Date if any Force Majeure Event occurs before COD- P and the dates set forth in the Project Implementation Schedule shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; If any Force Majeure Event occurs after COD-P, the Concession Period shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists.

1.6 Allocation of costs arising out of Force Majeure

- a. Upon occurrence of a Force Majeure Event after the Compliance Date – CT, the costs incurred and attributable to such event and directly relating to the Project till COD-P ("Force Majeure Costs") shall be allocated and paid as follows:
 - i. upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;
 - ii. upon occurrence of an Indirect Political Event, all Force Majeure Costs' attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Concessions Authority to the Concessionaire; and
 - iii. Upon occurrence of a Political Event, all Force Majeure Costs attributable to such

Political Event shall be reimbursed by the Concessing Authority to the Concessionaire.

- b. For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of Fee, revenues or debt repayment obligations, and for determining such costs, information contained in the Financial Proposal may be relied upon to the extent that such information is relevant.
- c. Save and except as expressly provided in this Article 8, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, co- expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

1.7 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save, as provided in this Article 8, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days" time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

1.8 Termination Payment for Force Majeure Event

Upon occurrence of a Force Majeure Event resulting in Termination of the Agreement, the Concessing Authority shall make payments in line with the following, to the Concessionaire ("Termination Payments"):

- If Termination is on account of a Non-Political Event, the Concessing Authority shall make a Termination Payment to the Concessionaire of an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover for assets under the Concessionaire's ownership.
- If Termination is on account of an Indirect Political Event, the Concessing Authority shall make a Termination Payment to the Concessionaire of an amount equal to:
 - a. Debt Due less Insurance Cover for assets under the Concessionaire ownership; provided that if any Insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall also be included in the computation of Termination Payments; plus 110% (one hundred and ten per cent) of the Adjusted Equity.
 - b. Adjusted equity shall always be equal to the current market assets value of the project at the time of termination.
- If Termination is on account of a Political Event, the Concessing Authority shall

pay an amount that would be payable under Clause 9.1. (b) as if it were a Concessioning Authority's Default.

1.9 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

1.10 Excuse from performance of obligations

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

- a. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b. the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

1.11 Change in Law

- a. Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:
 - i. The enactment of any new Indian law;
 - ii. The repeal, modification or re-enactment of any existing Indian law;
 - iii. A change in the interpretation or application of any Indian law by a court of record;
 - iv. Any order, decision or direction of a court of record. Provided that Change in Law shall not include:

Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,

Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge;

Any change in the rates of the Taxes

- b. Concessioning Authority shall not reimburse to the Concessionaire, any such Additional Costs.

ARTICLE 8 EVENTS OF DEFAULT AND TERMINATION

8.1 Events of Default

“Event of Default” shall mean either the Concessionaire Event of Default or the Concessioneing Authority’s Event of Default or both as the context may admit or require.

a. The Concessionaire Event of Default

Any of the following events shall constitute an Event of Default by the Concessionaire (" Event of Default - Concessionaire") when not caused by the Concessioneing Authority’s Event of Default or Force Majeure Event:

- i. The Concessionaire has failed to achieve Performance Parameters as specified in tender document.
- ii. The Concessionaire has caused Abandonment of the Project.
- iii. The Concessionaire has failed to make any payments due to the Concessioneing Authority more than sixty (60) days have elapsed since such payment default.
- iv. The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than sixty (60) days.
- v. A resolution for voluntary winding up has been passed by the shareholders of The Concessionaire.
- vi. Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement.
- vii. The Concessionaire has committed an Event of default as set out below and there has been failure/undue delay in carrying out scheduled/planned maintenance or the scheduled/planned maintenance has not been carried out in accordance with the O&M Requirements as evidenced by events of significance that resulted in prolonged interruptions of waste processing for the period specified in below and affected the Performance Parameters of any of the Project Facilities.

(b) The Concessioneing Authority’s Event of Default

Any of the following events shall constitute an event of default by the Concessioneing Authority ("Event of Default - Concessioneing Authority") when not caused by an Event of Default - Concessionaire or Force Majeure Event:

- i. The Concessioneing Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within sixty (60) days of receipt of notice thereof issued by the Concessionaire.
- ii. The Concessioneing Authority has unlawfully repudiated this Agreement or otherwise

expressed its intention not to be bound by this Agreement.

- iii. The Concessioning Authority has failed to make any payments due to concessionaire and more than ninety (90) days have elapsed since such payment default;

8.2 Processing of Construction and demolition waste:

8.2.1 Concessionaire may suspend operational activities of one or more components of Processing Facilities, if required, for undertaking maintenance or repair of any of components of Processing Facilities. However such planned suspension of Processing Facilities along with any unscheduled suspension of part or whole of the Processing facilities shall not exceed (seven) 7 consecutive days and total of (thirty) 30 days in any Financial Year. Penalty shall be applicable for suspension of operations for 8th consecutive day onwards till 14th consecutive day and up to additional (fifteen) 15 days in the Financial year. If consecutive days exceed (fourteen) 14 or total number of such days within any Financial Year exceeds (thirty) 30, it shall result into Concessionaire's Event of Default.

8.2.2 Concessionaire shall however inform Concessioning Authority or Project Engineer at least one week in advance of any planned repair or maintenance work of any of the processing facilities that may result in the suspension of the operations of the processing plant or a reduction in the capacity of the plant to process the Construction and demolition waste provided however, no such information would be required in the event Emergency or accident or any such unforeseeable event.

8.2.3 Concessionaire shall undertake the operation activities of Processing of at least 50 MT per day.

- d. Concessionaire shall not dispose off processing rejects at the landfill site if such Residual Inert Matter/processing rejects contain more than 10 % of total waste.

8.3 Parties Rights

Upon the occurrence of the Concessionaire Event of Default, the Concessioning Authority shall without prejudice to any other rights and remedies available to it

Under this Agreement is entitled to terminate this Agreement.

Upon the occurrence of the Concessioning Authority Event of Default, the Concessionaire shall without prejudice to any other rights and remedies available to It under this Agreement is entitled to terminate this Agreement:

ARTICLE 9 DISPUTE RESOLUTION

9.1 Amicable Resolution

- a. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 10.1 (b) below.

- b. Either Party may require such Dispute to be referred to the Commissioner, Municipal Corporation Aurangabad and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within fifteen (15) days of such

The Dispute shall be referred to arbitration in accordance with the provisions of Clause 10.2 below.

9.2 Arbitration

(i) Procedure

Subject to the provisions of Clause 10.1, any Dispute, which is not resolved amicably, shall be finally settled by binding Arbitration under the Arbitration Act. The arbitration shall be by a panel of three (3) Arbitrators, one (1) to be appointed by each Party and the third to be appointed by the Two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon

The other Party to appoint its arbitrator. If within thirty (30) days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

(ii) Place of Arbitration

The place of arbitration shall ordinarily be Aurangabad.

(iii) Language

The request for arbitration, the answer to the request, the terms of reference, any Written submissions, any orders and awards shall be in English and, if oral hearings Take place, English/Marathi shall be the language to be used in the hearings. Any party using Marathi/other than English as language shall supply the other party an authorized Transcript of true translation of its submissions into English at its costs and expenses.

(iv) Enforcement of Award

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

(v) Performance during Dispute

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

ARTICLE 10 - INSURANCE

10.1 Insurance Cover

The Concessionaire shall, at its cost and expense, purchase and maintain effective from the Compliance Date and during the Concession Period such insurance policies as are necessary and customary (or may in the future become available) on commercially reasonable terms and reasonably required to be maintained consistent with projects and facilities of the size and type of the Project, including but not limited to the following:

- a. Builder's/contractor's All Risk Insurance;
- b. Erection insurance and/or break down insurance;
- c. Public liability insurance applicable for the Concession Period, Closure and Post Closure Period;
- d. Statutory insurances such as workmen's compensation insurance or any other insurance required by the Applicable Laws;
- e. Comprehensive Third Party liability insurance including injury or death to Persons who may enter the Site;
- f. Insurance policies related to any of the Concessionaire's obligations hereunder;

10.2 Insurance Companies and Costs

- a. The Concessionaire shall insure all insurable assets comprised in the Project and/or the Project Facilities.
- b. The premiums payable on insurance coverage as indicated above, and for Concessionaire Vehicles, including any costs and expenses incidental to the procurement and enforcement of such insurance coverage shall be borne by the Concessionaire.
- c. All insurance policies supplied by the Concessionaire shall include a waiver of any right of subrogation of the insurers there under against, inter alia, the Concessioning Authority, and its assigns, subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers of any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy.
- d. The Concessionaire hereby further releases, assigns and waives any and all rights of recovery against, inter alia, the Concessioning Authority, and its affiliates, subsidiaries, employees, successors, assigns, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than Third Party

liability insurance policies) or because of deductible Articles in or inadequacy of limits of any such policies of insurance, unless otherwise mentioned in this Agreement.

10.3 Evidence of Insurance Cover

The Concessionaire shall, from time to time, provide to the Concessioneing Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Concessionaire in accordance with this Agreement.

10.4 Application of Insurance Proceeds

All moneys received under insurance policies shall be promptly applied by the Concessionaire towards repair or renovation or restoration or substitution or replacement of the Project Facilities or any part thereof, which may have been damaged or destroyed. The Concessionaire shall carry out such repair or renovation or restoration or substitution or replacement to the extent possible in such manner that the Project Facilities or any part thereof, shall, after such repair or renovation or restoration or substitution or replacement be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.

10.5 Validity of the Insurance Cover

The Concessionaire shall pay the premium payable on such insurance policies so as to keep the policies in force and valid throughout the Concession Period and furnish copies of the same to the Concessioneing Authority. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 10 (ten) days' clear notice of cancellation is provided to the Concessioneing Authority in writing. If at any time the Concessionaire fails to purchase and maintain in full force and effect any and all of the insurances required under this Agreement, the Concessioneing Authority may at its option purchase and maintain such insurance and all sums incurred by the concessioneing Authority in this behalf shall be reimbursed by the Concessionaire forthwith on demand, failing which the same shall be recovered by the Concessioneing Authority by exercising right of set off or otherwise from the Performance Security.

ARTICLE 11 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY

11.1 Proprietary Material

- a. The property in all designs, drawings, processes, methods, details, plans, concepts, technology, specifications, schedules, programs, reports, calculations, documents and Other works relating to the Project, including intellectual property rights therein or thereto, whether registered or not, hereafter referred to as " Proprietary Material", which have been or are hereafter written, originated, made or generated by the Concessionaire or any of its employees, Contractors, consultants or agents in connection with this Agreement or the design, development, construction, operation and maintenance of the Project Facilities/ Project, shall be and remain at all times the property of the Concessionaire, vest exclusively in the Concessionaire and ensure to the exclusive benefit of the Concessionaire.
- b. The Concessionaire, as beneficial owner, hereby grants to the Project and to the Concessioneing Authority a perpetual non-exclusive license to use such Proprietary Material. Such license shall carry the right to use the Proprietary Material for all purposes connected with the Project; however, it shall not be transferable to a Third

Party. Such license shall automatically get extended to the Concessioneing Authority for Project purpose only, and not for Third Party use or transfer, upon the Termination or expiration of this Agreement or the discharge by the Concessionaire of its duties hereunder.

- c. Nothing in this Clause 13.1 shall be construed to grant the Concessioneing Authority or Persons claiming through or under it any right or license with respect to such Proprietary Material, save and except as otherwise expressly herein.

11.2Confidentiality

- a. The Concessioneing Authority shall not at any time divulge or disclose or suffer or permit its servants or agents to divulge or disclose, transfer, communicate to any Person or use in any manner for any purpose unconnected with the Project any Proprietary Material or other information, material, documents, records or data, concerning the Project Facilities, Project, the Concessionaire and the Concessioneing Authority (including any information concerning the contents of this Agreement) except to its directors, officials, employees, Contractors, consultants, agents or representatives on a need to know basis or as may be required by any law, rule, regulation or any judicial process.
- b. The Concessioneing Authority shall use such Proprietary Material and information Only for the purposes of this Agreement or as otherwise expressly permitted by the Concessionaire in writing.
- c. The Concessionaire shall ensure that all its directors, employees, Subcontractors, consultants, agents or representatives execute, deliver and comply with customary confidentiality and non- disclosure agreements reasonably required by the Concessioneing Authority, which have been duly approved by the Concessioneing Authority, with respect to the Project.
- d. The aforesaid provisions shall not apply to the following information:
 - i. already in the public domain otherwise than by breach of this Agreement;
 - ii. obtained from a Third Party who is free to divulge the same and which was not obtained under any obligation of confidentiality; or
 - iii. Disclosed due to a court order or under any Act of GoI /GoMH

11.3Survival

The Concessionaire and the Concessioneing Authority accepts and confirms that the provisions of this Article 13 shall survive the expiration or any earlier termination of this Agreement.

AURANGABAD MUNICIPAL CORPORATION, AURANGABAD

PRICE BID SHEET

Name of Work: Collection of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years.

| Description | Unit | Rate in Rupees | |
|---|------|----------------|----------|
| Collection of Construction and Demolition Waste generated within AMC Limit and Establishment & Operation of 100 TPD capacity plant to utilize it on PPP Basis for 10 Years. | 1 | In Figure | In Words |

Note:

- **AMC will provide 50% cost of the project (maximum Rs. 90 Lakhs) to the bidder to be received from Swachh Bharat Mission.**

Signature of Bidder

Name of Firm: _____