

# **Pimpri Chinchwad Municipal Corporation**

## **Request for Proposal**

### **For**

**Selection of Operator for operating and managing the door to door segregated collection, encouraging decentralized processing and transportation of SW to SW Depot at Moshi for A, B & D Zone of PCMC**

### **Volume 1**

**January 2017**

**Tender No. 12/2016-17**

**Tender Notice:****PIMPRI CHINCHWAD MUNICIPAL CORPORATION****Tender No. 12 /2016-17****Request for Proposal for the Selection of an Operator for operating and managing the door to door segregated collection, encouraging decentralised processing and transportation of SW to SW Depot at Moshi for A, B & D Zone of PCMC**

Pimpri Chinchwad Municipal Corporation (PCMC) is in charge of collection, transportation and disposal of Solid Waste (SW) in Pimpri Chinchwad city. PCMC through this RFP intends to appoint an Operator in its 'A' 'B' and 'D' zones for 'door to door segregated collection and transportation of SW to landfill site at Moshi. These prabhags generate approximately about 425 metric tonnes of SW on a daily basis.

The Concessionaire for the project will be selected based on the Quality & Cost Based Selection (QCBS) for undertaking the operation and maintenance of the project for 8 years.

More details about the bid submission procedure and the selection methodology are available in the Request for Proposal (RFP) document. PCMC thereof invites bids from firms having experience as envisaged in the Request for Proposal (RFP) document. Interested Bidders may download the RFP document in the electronic form only from [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in) from 8<sup>th</sup> January, 2017 onwards. However, the cost of such an RFP document i.e Rs. 30,000 (Rupees Thirty Thousand Only) shall be paid along with the submission of the bids, failing which the bid submission would not be accepted. The pre-bid meeting for the tender is scheduled on 17<sup>th</sup> January, 2017 at the office of Joint Commissioner, PCMC at 3 p.m..

Health Deptt H.O/3/Kavi/ 01 / 2017

Dated: 6 /1/ 2017

Sd/-  
Commissioner, PCMC

## DISCLAIMER

The information contained in this Request for Proposal document comprising of Volume 1 and Volume 2 (the “**RFP**” or “**Request for Proposal**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of PCMC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by PCMC to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by PCMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for PCMC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PCMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

PCMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process.

PCMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

PCMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that PCMC is bound to select a Bidder or to appoint the Successful Bidder or Concessionaire, as the case may be, for the Project and PCMC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PCMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PCMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## Glossary

Associate	Explanation to Clause 2.1.18
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.6.2
Bidding Company	As defined in Clause 1.6.3
Bidding Documents	As defined in Clause 1.6.7
Bid Due Date	As defined in Clause 1.6.7
Bidding Process	As defined in Clause 1.7.1
Bid Security	As defined in Clause 2.1.5
Commercial Proposal	As defined in Clause 1.7.5
Concession	As defined in Clause 1.6.5
Concession Agreement	As defined in Clause 1.6.4
Concessionaire	As defined in Clause 1.6.4
Conflict of Interest	As defined in Clause 2.1.17
Consortium	As defined in Clause 1.6.3
Control	Explanation to Clause 2.1.18
Eligible Projects	As defined in Clause 3.4.5.2
Experience	As defined in Clause 3.4.5
Financial Capacity	As defined in Clause 3.4.3.2
Financial Year	As defined in Clause 3.4.3.3
Government	Government of India
PCMC	As defined in Clause 1.6.1
Letter of Award (LoA)	As defined in Clause 3.6.1
Member	Member of a Consortium
SW	Solid Waste
SW rules	As defined in Clause 1.1.1
Net Worth	As defined in Clause 3.4.3.3
Project	As defined in Clause 1.6.1
Qualification	As defined in Clause 1.7.4
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in the Disclaimer
Scope of Work	As defined in Clause 1.5.1
Successful Bidder	As defined in Clause 3.3.1
Scheduled Bank	As defined in Clause 1.7.6
SPV	As defined in Clause 3.6.2
Subject Person	As defined in Clause 2.1.18
Technical Capacity	As defined in Clause 3.4.4.2
Tipping Fee	As defined in Clause 1.7.5

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Concession Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

Any liquidated damages or other compensation stated or required to be payable by the Bidder to PCMC under or pursuant to the Bidding Documents, whether on per diem basis or otherwise, shall be deemed to be a mutually agreed genuine pre-estimate of loss and damage likely to be suffered and incurred by PCMC who shall be entitled to receive the same as a result of a breach or failure of the Bidder and shall not be by way of penalty.

## 1. INTRODUCTION

### 1.1. Background

- 1.1.1. The Ministry of Environment and Forests, Government of India has enacted the Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016(hereinafter referred as the “**SW rules**”). These SW rules are applicable to every municipal authority, making it mandatory for every municipal authority to implement these rules and develop necessary infrastructure for segregated collection, storage, transportation, processing and disposal of municipal solid waste.
- 1.1.2. Pimpri Chinchwad Municipal Corporation (PCMC) is responsible for collection, transportation and disposal of solid waste in Pimpri Chinchwad city. The PCMC has been constantly upgrading its capacities for handling the increasing quantity of solid waste under the said rules. In that context, PCMC has constructed mechanical treatment plants, constructed a scientific land fill site and procured vehicles for door to door collection& transportation of waste.
- 1.1.3. It has also undertaken programs for building efficiency in collection of SW in the city ranging from operational improvements to appointment of specialized agencies for the management of SW.
- 1.1.4. Through this project, PCMC intends to improve the door to door segregated collection, encourage decentralized segregation and transportation of waste in the city. The list of the electoral wards/ waste zones in the city are included in SCHEDULE F of the Concession Agreement. PCMC invites participation from the service sector for implementing the project.

### 1.2. About Pimpri Chinchwad

- 1.2.1. Pimpri Chinchwad is a twin city to Pune located south-east of Mumbai, and is the fifth most populated city of Maharashtra. The population of Pimpri-Chinchwad as per 2001 Census was 10 lakhs and has reached 17.29 lakhs in the year 2011.
- 1.2.2. Pimpri-Chinchwad has a thriving industrial belt, primarily consisting of engineering and automobile industries. With over 6,000 industrial units in the large, medium and small sectors dotting its landscape. Pimpri-Chinchwad is one of the best developed industrial belt of Maharashtra accommodating many reputed industrial houses and business conglomerates of the country.
- 1.2.3. Present day Pimpri Chinchwad is thriving suburbs of Pune situated along the NH-4 (Pune - Mumbai Highway) and the areas developed due to emergence of Hinjewadi IT Park and the NH-4 Bypass. Nodes like Dapodi, Kasarwadi, Pimpri, Chinchwad, Pradhikaran and Nigdi, which developed along NH-4 have a distinctly industrial feel due to the presence of large industrial campuses and MIDC areas. Whereas areas like Wakad, Pimple Saudagar, Pimple Nilakh and Sangvi developed later and are predominantly residential suburbs catering to the workforce at Hinjewadi IT Park.

1.2.4. The Pimpri Chinchwad city is managed and governed by the Pimpri Chinchwad Municipal Corporation (PCMC), established in the year 1982. The Maharashtra Municipal Corporations Act, 1949 bestows the responsibility of providing basic infrastructure and services viz. water supply, drainage, sewerage, roads and services such as conservancy, firefighting, street lighting, education and primary health upon the PCMC.

### **1.3. Municipal Solid Waste Management system in Pimpri Chinchwad**

1.3.1. PCMC is responsible for the collection, transportation and disposal of all solid waste generated in the city except the untreated bio-medical waste and hazardous industrial waste, which is managed by the waste generators and service agencies. The city is divided into 6 (Six) zones (divisions) namely A, B, C, D, E and F for administrative and managerial purposes having an area of 181 sq. km.

1.3.2. PCMC organizes the collection and transportation of SW through its team of conservancy workers and through service sector participation for waste management. The primary sources of solid waste in Pimpri-Chinchwad are households, markets, commercial establishments, hotels, restaurants, hospitals. The total quantity of waste generated from the entire city is in the range of 800-850 metric tonnes per day.

1.3.3. PCMC has separate arrangements to collect and transport waste from vegetable markets, hotels and restaurants, slaughterhouses and hospitals.

1.3.4. PCMC has a vermi-composting plant of about 30 MT per day capacity that treats the waste collected from vegetable markets.

1.3.5. To strengthen the collection, transportation and disposal system, PCMC has procured vehicles for collection and transportation of waste.

1.3.6. PCMC has also constructed mechanical composting plant with a capacity of 500 metric tonnes per day at Moshi. The remnants after treatment are disposed off scientifically at the landfill site at Moshi Depot having a capacity of about 125 metric tonnes per day.

### **1.4. The project : Segregated Collection and Transportation of SW from three zones of PCMC**

1.4.1. PCMC intends to appoint a Concessionaire for 'Door to Door Segregated Collection, encouraging decentralized processing and transportation of SW to SW Depot at Moshi from the electoral wards in the three zones i.e A, B and D zones of PCMC. Details of the electoral wards are mentioned in **SCHEDULE F** of the Concession Agreement.

1.4.2. The project area of PCMC have an aggregate population of about 11.5 lakhs spread over an area of about 84 sq.kms. As on the date of the tender the SW generated in A, B and D zones of PCMC is estimated to be about 425 tonnes per day.

1.4.3. PCMC has procured the vehicles for primary collection and secondary transportation of waste. PCMC would provide the Concessionaire with these vehicles for door to door collection of SW, bins for temporary storage of SW and its existing fleet of compactors and dumper placers for transportation of the SW to the SW Depot at Moshi. Please refer to **SCHEDULE E** of the Concession Agreement for details of the vehicles that shall be provided by PCMC.



The Successful Bidder shall interalia deploy PCMC's vehicles, additional own vehicles, manpower, machinery and operate and manage the 'door to door segregated collection, encourage decentralized processing and transportation of SW to SW Depot' and bear all cost of operation and maintenance during the Concession Period. The Successful Bidder will be paid a Tipping Fee by PCMC for providing the said service.

- 1.4.4. The table below provides a brief profile of the area and the infrastructure facilities that shall be provided by PCMC

<b>S. No.</b>	<b>Particular</b>	<b>Total</b>
<b>A</b>	<b>Brief Profile of the Project Area</b>	
1	Area (sq. kms) approx.	84
2	Number of electoral wards/ Solid Waste Zones	32
4	Population 2016 approx. (in lakhs)	11.5
4	Approximate number of households (in lakhs)	2.5
5	Approximate amount of SW generated (MT per day)	425
6	Total road length approximately (in kms)	1330
7	Transportation of SW to	<b>Moshi Depot</b>
<b>B</b>	<b>Infrastructure for waste collection and transportation</b>	
1	Vehicles for primary collection (nos.)	
	Tata Ace	150
	Truck	9
2	Vehicles for transportation (nos)	
	Compactor	22
	14 Cu. Mtr	08
	18 Cu. Mtr	14
	Dumper Placer	10
	Bulk Refuse Carriers (BRC)	3
3	Collection/ Community Bins (nos)	
	Approx. 1 cubic meters capacity each	82
	Approx. 4.5 cubic meters capacity each	237

## 1.5. Description of the project

1.5.1. The scope of the project includes the following:

### 1. Part A: Creating process & system for Waste Management for the entire city:

- a. **Vehicle Tracking System (VTS) for all Waste Management Vehicles in the city.** The Concessionaire shall provide, install, operate, maintain and manage the vehicle tracking system for all waste management vehicles in the city. The total number of solid waste management vehicles on which VTS needs to be deployed are 466 as per the Implementation plan for the entire city. The technical specification of the VTS system are enclosed as Annexure A.
- b. **City Waste Information Management System for the entire city:** PCMC through an operator is developing a GIS integrated, web based and mobile based waste management system for operating & managing the complete waste management process & system from collection of waste from generators in the city to processing & disposal of different streams of waste in the entire city. The Concessionaire shall have to use the application, provide training to its staff and capture details for waste management of the A, D & F Zones using the web based & mobile based application on the platform developed by PCMC during the tenure of the contract.
- c. **Construction, development, operation and maintenance of Material Recovery Facility (MRF)/ Transfer Station**
  - i. The Concessionaire shall undertake all activities for the construction, development, operation and maintenance of Material Recovery Facility/ Transfer Station at Kasarwadi STP (area 4000 sq. mtr.) and Pimple Nilakh (1500 sq. mtr.) for managing the waste collection and transportation in the city.
- d. **Development, operation and maintenance of green waste processing facility for green waste**
  - i. The Concessionaire shall develop, install equipment's and machinery at the following 3 locations and generate compost from the green/ garden waste in the city.
    - a. Near Durgadevi Hill for A Zone.
    - b. Waste collection centre at Thergoah for B Zone.
    - c. Pimple Nilakh STP for D Zone.

### 2. Part B: Undertake Capacity Building & Awareness Generation for waste management in the entire city.

The following activities are included in the scope of Capacity Building and Awareness Generation.

- i. Provide full-time separate & dedicated manpower during the contract period for undertaking capacity building & awareness generation scope of work for Waste Management as per the post, qualification and experience specified in the table 4 of the agreement. The team shall not be deployed for regular waste collection and transportation work as indicated in Part C.

- ii. Provide additional manpower of 10 persons, two days in a week as decided by PCMC along with protective gears, waste collection & transportation vehicles for undertaking cleanliness drives in different zones of PCMC as per Swachh Bharat directives.
- iii. Provide one commercial four wheeler having minimum chassis size of Tata 709 for undertaking the above mentioned awareness activities. Each of the commercial vehicle shall be provided with the stage to erect 6 ft x 6ft flex, sitting arrangement for 5 people, with public address system, power generator, space to carry single quantity of the wet waste composting equipment's mentioned in table 5 below, with laptop, with projector and with projector screen of min. size 8ft x 8 ft. Bear the cost of operation and maintenance of the vehicle and the equipment's.
- iv. Collect, compile & prepare daily data reports on system regarding daily 100% waste generation, segregation, collection, transportation, processing and disposal as per the solid waste type. Sample template enclosed as SCHEDULE D.
- v. Undertake pilot case studies on different waste generator for proposing city wide operations in waste reuse, recycle, waste diversion, onsite waste processing, decentralized waste processing etc. Propose outcome of the case studies to Project Officer and subsequent to its approval, implement the system and provide the outcome to the project officer.
- vi. Prepare Solid Waste Management Plan within six month and prepare annual report as per the format and details provided in Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016.
- vii. Developing waste management, waste reuse and recycling advisory manual with updation on annual basis for different types of waste streams generated in the city to create awareness material for compliance of Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016.

### **3. Part C: Establish, Implement and Manage Waste Collection and Transportation system in the city**

- a. Take possession of existing solid waste vehicles & storage bins as per SCHEDULE E on "as is where is" basis for undertaking the waste collection and transportation of waste in the city. PCMC shall not provide any vehicle to the Concessionaire which are in violation of RTO, Pune rules.
- b. Provide (procure or hire) additional vehicles as per waste generation and Implementation plan proposed in table 2 during the tenure of the project to

ensure 100% door to door segregated waste collection and maintenance of segregation till processing/disposal during transportation. All additional vehicle deployed shall have covered body for waste collection and transportation.

- c. Take possession of vehicle workshop space and parking space on “as is where is” basis as indicated in SCHEDULE H.
- d. Provide separate dedicated manpower for the operation of vehicles & for managing the field operation of daily waste management. The manpower has to be paid as per the Minimum Wages Act and evidences of the payment of wages and salaries be submitted every month along with the payment invoice for audit.
  - Primary Waste Collection Vehicle – 1 Driver and 1 Helper
  - Compactor – 1 Driver and 2 Helper
  - Dumper Placer - 1 Driver and 1 Helper
  - Truck and other high capacity vehicle – 1 Driver and 2 Helper
  - 1 Field Supervisor for every 3 existing electoral wards (32 wards) of PCMC.
- e. Adhere to the segregated waste collection, transportation and management of waste as per the Implementation plan in Table 2 and Segregation of Waste categories indicated under Project Outcome.
- f. The Concessionaire shall procure, modify, install and deploy leachate collection facility on the vehicle for all vehicles collecting hotel waste, mixed waste & wet waste as per the Implementation Plan.
- g. All the manpower provided for the project shall have the capacity to undertake the work. The drivers deployed for vehicles shall hold a valid driving license.
- h. Establish within 6 months from the date of work order, implement the system for segregated waste collection and transportation till processing and disposal site by undertaking vehicle route planning, awareness campaign, consultation, training and distribution of printing material considering the Implementation plan and project outcome indicated above.
- i. Procure, supply, securely install and maintain vandalism free 500 numbers covered waste collection bins of capacity minimum 40 liters x 2, within 6 month from date of work order. The place for installation shall be commercial and other public places as identified by PCMC. The Concessionaire shall on daily basis undertake twice a day collection of waste from such bins and maintain cleanliness of bins to make it available for use during the Concession Period. At each installation one bins shall have the green color and the other bin shall have black color. At each installation location, one green and one black bins pair shall be erected by the Concessionaire with the SBM logo and slogan to encourage segregation of waste. All the damaged bins/nonfunctional bins shall

be replaced and re-installed within 15 days of written notice from PCMC. The bin specification is enclosed in Annexure C.

- j. Removal of waste from the Project Area prior and/or after, in an emergency situation of the PCMC such as any public meeting, government functions and any other occasion festivals etc., or during the night timings on instructions from Project Officer within 2 (two) hours on receipt of instructions.
- k. Providing manpower for operation and maintenance of the Project. The concessionaire shall adhere to all applicable Labour laws, including Minimum Wages Act, 1948, Rules and Notifications as well as the Contract Labour (Regulation and Abolition) Act, 1973. Such employment however shall not mean right to employment directly with the PCMC.
- l. All the waste collected shall be weighed daily at the weigh bridge of PCMC.
- m. Providing other facilities including manpower for monitoring and grievance redressal and washing service for vehicles and bins.
- n. Bear all cost of fuel, vehicle maintenance including breakdowns, deploying manpower required for operating and managing the Project, providing additional vehicles for waste collection & transportation and R.T.O Passing of each vehicle deployed by the Concessionaire before its due date every year at its own expenses.
- o. Undertake all the roles and responsibility of local authorities as specified in section 15 of the Solid Waste Management Rules 2016 on behalf of PCMC to discharges all activities related to management of solid waste in PCMC.
- p. Bear all cost, expenses and charges for operation, implementation & maintenance of scope of work specified for solid waste management in PCMC.

1.5.2. Following activities shall not form as part of the scope of work of the Concessionaire

- a. Street sweeping
- b. Collection and transportation of Medical waste
- c. Deriving revenue from sale of recyclables/dry waste

1.5.3. The Concession Period will be for 8 (eight) years.

1.5.4. The Project would be completely financed by the Concessionaire. In consideration the Concessionaire shall have the following revenue streams:

- a. Fee payable as per the accepted commercial proposal for undertaking the scope of work of waste management in the city.
- b. Revenue from sale of compost.

## 1.6. Context of the Bidding Process

- 1.6.1. The Pimpri Chinchwad Municipal Corporation (the “**PCMC**”) intends to implement the Project by involving enterprises to undertake ‘VTS system, City Waste Management Information System, capacity building and awareness generation, door to door Segregated Collection and Transportation of SW to SW Depot’ in accordance with the Solid Waste Management Rules 2016 (the “**Project**”).
- 1.6.2. PCMC intends to qualify and select suitable Bidders (the "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium) through an open competitive e-tendering system in accordance with the procedure set out in the Bidding Documents wherein a Bidder may be a Bidding Company or a Consortium.
- 1.6.3. Bidder may be entities registered under the Indian Companies Act 1956 or entities registered under the Indian Trust Act 1882 or Public Trust Act 1959 or Societies registered under the Society Registered Act 1860. Bidding Company means a single entity which has been issued the RFP and which submits the Bid as a single entity pursuant to the Bidding Documents. Consortium means a consortium of entities with the Lead Member being an entity, which has been issued the RFP and which submits the Bid as a consortium pursuant to the Bidding Documents.
- 1.6.4. The SPV incorporated by the Successful Bidder, (such SPV, the “**Concessionaire**”), shall be responsible for VTS system, City Waste Management Information System, capacity building and awareness generation, door to door segregated collection and transportation of SW to SW Depot under and in accordance with the provisions of a Concession Agreement to be executed separately between the Concessionaire and the Pimpri Chinchwad Municipal Corporation, substantially in the form enclosed as Volume 2 of this RFP (the “**Concession Agreement**”).
- 1.6.5. The scope of work will include implementing VTS system, City Waste Management Information System, capacity building and awareness generation, segregated collection and transportation of SW to the SW Depot in accordance with the provision of Concession Agreement. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire for implementing the Project, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- 1.6.6. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or PCMC’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by PCMC.
- 1.6.7. PCMC shall receive the bid through the e-tendering system and evaluate Bids in accordance with the terms set forth in this RFP and other documents to be provided by PCMC pursuant to this RFP, as modified, altered, amended, reissued and clarified from time to time by PCMC (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.8 for submission of Bids (the “**Bid Due Date**”).

## 1.7. Details of the Bidding Process

- 1.7.1. PCMC has adopted a single stage process (referred to as the "**Bidding Process**") for selecting Bidders for the award of the Project through the e-tendering system. The Bidding Process shall comprise of two steps, the first relating to qualification of the Bidder and the second relating to the Commercial Proposal of the Bidder. The Bidder shall pay to PCMC a sum of **Rs 30,000** (Rupees Thirty Thousand only) as the cost of the RFP document through the e-tendering system of PCMC.
- 1.7.2. As part of the Bidding Process, the Bidders are being called upon to submit their Bids through the e-tendering system of PCMC in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the Bid Due Date.
- 1.7.3. The Bidding Documents include this RFP and the Concession Agreement. Subject to the provisions of Clause 2.1.2, the aforesaid documents and any addenda issued subsequent to this RFP document, will be deemed to form part of the Bidding Documents.
- 1.7.4. Under the **Qualification**, the Bidders would be required to furnish all the information specified in this RFP. Only those Bidders that are qualified in conformance with clause 3.4 and short-listed by PCMC shall have their Commercial Proposals opened.
- 1.7.5. Under the **Commercial Proposal**, the Bids will be evaluated as per the process detailed in Clause 3.5 of this RFP document. The evaluation shall be on the basis of the total tipping fee ("**Tipping Fee**" is the amount quoted in rupees by the Bidder, in the Commercial Proposal for the contract period, which is payable by Pimpri Chinchwad Municipal Corporation, for the purpose of operating and maintaining the Project) by the Bidders. A ranked list, in ascending order of the quoted Tipping Fee, shall be prepared based on the results of evaluation. The top 3 (three) ranked Bidders shall be retained till the signing of the Concession Agreement with the Successful Bidder. [The Bidder quoting the lowest Tipping Fee shall be called "**Successful Bidder**".]
- 1.7.6. Subsequent to the identification of the Successful Bidder, the Letter of Award (LoA) would be issued to the Successful Bidder by PCMC. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein. PCMC will promptly notify other Bidders that their Commercial Proposals have been unsuccessful and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Concession Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Concession Agreement within 45 (forty five) days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Concession Agreement shall:
1. Furnish the Performance Security of 5% of accepted Commercial Proposal by way of an irrevocable Bank Guarantee issued by a nationalized / scheduled bank in favour of Pimpri Chinchwad Municipal Corporation, as required under the Concession Agreement.
  2. Pay the stamp duty for the concession agreement.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, PCMC reserves the right to:

1. Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
  2. Call for fresh Bids from the remaining Bidders; OR
  3. Take any such measure as may be deemed fit in the sole discretion of PCMC, including annulment of the Bidding Process.
- 1.7.7. Bidders are **strongly recommended** to examine the Project in 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. PCMC will not be held responsible for any incorrect decision arrived at by the Bidder based on the data provided in this RFP document.
- 1.7.8. Bidders may note that the PCMC will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection and its bid security shall be forfeited.
- 1.7.9. Any queries or request for additional information concerning this RFP shall be submitted in writing or by e-mail to the Joint Commissioner, PCMC. The Bidders are required to submit their queries on this RFP (i.e. all parts of the RFP) as per the Clause 1.8. The envelopes/communications shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: Bid for Selection of Operator for operating and managing the door to door segregated collection, encouraging decentralized processing and Transportation of SW to SW Depot at Moshi for A, B & D Zone of PCMC".

**KIND ATTENTION OF:**

Joint Commissioner,  
Pimpri Chinchwad Municipal Corporation

**ADDRESS:**

Pimpri Chinchwad Municipal Corporation Main Building,  
Pimpri – 411 018

**TELEPHONE:** (+91) 2067333333

**FAX:**(+91) 20 27425600

Email – To: [d.gawade@pcmcindia.gov.in](mailto:d.gawade@pcmcindia.gov.in) Cc: [y.mane@pcmcindia.gov.in](mailto:y.mane@pcmcindia.gov.in)



**1.8. Schedule of Bidding Process**

PCMC shall endeavor to adhere to the following schedule:

<b>S. No.</b>	<b>Events</b>	<b>Details</b>
1	Sale/ Download of RFP	8 <sup>th</sup> January 2017 by 11:00 hours till Bid Due Date
2	Pre-Bid Conference	17 <sup>th</sup> January 2017 at 15.00 hours at the office of Joint Commissioner, PCMC
3	PCMC response to queries latest by	19 <sup>th</sup> January 2017
4	Last date of submission of the Bid i.e. Bid Due Date	30 <sup>th</sup> January 2017 by 15:00 hours
5	Opening of Bids – Technical Proposal	30 <sup>th</sup> January 2017 by 17:00 hours if possible
6	Opening of Commercial Proposal	Will be intimated after the evaluation of Technical Proposal
7	Issue of Letter of Award (LoA)	Within 60 days of Bid Due Date
8	Signing of Concession Agreement	Within 45 (forty five) days of the issue of LoA

## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General terms of Bidding

- 2.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.
- 2.1.2. The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on PCMC nor confer any right on the Bidders, and PCMC shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
- 2.1.4. The Bid should be furnished in the formats as specified in the RFP and signed by the Bidder's authorized signatory. The Successful Bidder may be subsequently invited for award of the Concession. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by it in terms of the Bidding Documents is included in its Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.
- 2.1.5. The Bidder shall deposit a Bid security of Rs. 10,00,000/- (Rupees ten lakhs only) through the e-tendering system of PCMC and in accordance with the provisions of this RFP for the Bid submitted ("**Bid Security**").
- 2.1.6. The Bidder in case of Bidding Company should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.7. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.
- 2.1.8. Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.9. The Bid 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 Bidder with the Proposal may be in any other language (according to UN Charter or Indian Constitution) provided that they are accompanied by appropriate translations of the pertinent

passages in the English language (Transliteration is not allowed). Supporting materials, which are not translated into English, may not be considered for fixing the qualification criteria. For the purpose of interpretation and evaluation of the Proposal, the English language translation (no transliteration is allowed) shall prevail.

- 2.1.10. The currency for the purpose of the Bid shall be Indian Rupees only. In case the conversion is required, the conversion to the currency shall be based on the exchange rate (RBI Reference Rate) as was applicable exactly 7 (seven) days prior to Bid Due Date. In all such cases, the original figures in the relevant foreign currency and the Bid currency equivalent thereof must be given. The date used and exchange rate thereof shall be clearly stated. PCMC reserves the right to use any other suitable exchange rate for the purposes of uniformly evaluating all Bidders.
- 2.1.11. The Bidding Documents including this RFP and all attached or other documents, provided by PCMC are and shall remain or become the property of PCMC and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance with the Bidding Documents. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.11 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and PCMC will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.12. The Proposals would be evaluated based on the details and data furnished in the Bid. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. PCMC reserves the right to verify any or all information submitted by the Bidder. PCMC's decision regarding any Bidder's eligibility or otherwise shall be final and binding and PCMC would be under no obligation to inform any Bidder of the grounds of such decision.
- 2.1.13. Bidders shall provide evidence of their continued eligibility; in accordance with the "Prequalification requirements" which is satisfactory to PCMC. The PCMC may request additional information from the Bidder till signing of Concession Agreement. A Bidder may be disqualified, if it is determined by PCMC at any stage of the bidding process that the Bidder will be unable to fulfill the requirements of the Project or fails to continue to satisfy the Prequalification requirement. Supplementary information or documentation regarding qualifications may be sought from the Bidders at any time and must be provided within time frame period stipulated in such requests. If the Bidder is unable to provide the information within the stipulated timeframe then the Bidder may be disqualified.
- 2.1.14. To assist in the examination, evaluation, and comparison of Proposals, PCMC may, at its discretion, ask any Bidder for clarification. The Authority may utilize the services of any consultant or other advisor of the Bidder for the examination and evaluation of Bidders, Technical Offer and Financial Offer as per the due diligence process. However, clarifications if any required from Bidder, shall be in writing (typed and duly signed by authorized signatory) and shall be communicated by the Bidder to the Authority.
- 2.1.15. Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the "Preferred Bidder" has been announced. Any effort by a Bidder to influence PCMC or any of its consultants and/or advisors processing of Proposals or award decisions may result in the rejection of the Proposal.

- 2.1.16. PCMC or any of its consultants and/or advisors will check Bids determined to be substantially responsive for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the amount in words will govern. In case of difference between original and copies, the information/data/Bid provided in the original would be considered correct and binding. Any such corrections made by PCMC shall be considered as binding upon the Bidder and will be duly notified to the Bidder in writing. If the Bidder does not accept the corrections in Bid, PCMC may reject the Proposal and forfeit the Bid Security.
- 2.1.17. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, PCMC shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to PCMC under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, determining the Conflict of Interest shall be the prerogative of PCMC.
- 2.1.18. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- a. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.18, indirect shareholding held through one or more intermediate persons shall be computed as follows:
    - (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
    - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary;
  - b. a constituent of such Bidder is also a constituent of another Bidder;
  - c. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof;

- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder;
- e. such Bidder, or any Associate thereof, has a relationship with another Bidder, 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 others' information about, or to influence the Bid of either or each other; or
- f. such Bidder or any Associate thereof has participated as a consultant to PCMC in the preparation of any documents, design or technical specifications of the Project.

*Explanation:*

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.18, shall include each Member of such Consortium. For purposes of this RFP, **Associate** means, in relation to the Bidder/Member, a person who controls, is controlled by, or is under the common control with such Bidder/Member. As used in this definition, the expression “**control**” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, or the power to appoint majority of the directors on the board of directors of such company or corporation and/or the power to direct the management and policies of such person by operation of law, agreement or otherwise and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law, agreement or otherwise.

- 2.1.19. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.
- 2.1.20. This RFP is not transferable and can only be used by the person to whom it has been issued.
- 2.1.21. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.2. Change in composition of the Consortium**
  - 2.2.1. Change in the composition of a Consortium will not be permitted by PCMC after the submission of bids;

- 2.2.2. The Members of Consortium other than the Lead Member whose Financial Capacity and Technical Capacity has been utilized for the purposes of qualification and are going to be considered for evaluation, should for a period of 8 (eight) years from the date of commercial operation of the Project, hold equity share capital not less than 26% (twenty six percent) of the subscribed and paid up equity of the SPV. If the Bidder wishes to utilize the experience of all the Members of the Consortium then the total number of Members in a Consortium shall not exceed 2 (two) members including the Lead Member. Consortium Members whose experience has not been utilized for qualification can have a lesser equity stake in the paid up share capital of the SPV;
- 2.2.3. The Lead Member should throughout the Concession Period, hold equity share capital not less than 51% (fifty one percent) of the subscribed and paid up equity of the SPV;
- 2.2.4. The Consortium shall submit a Power of Attorney and, a Joint Bidding Agreement substantially in the form at Appendix-IV and Appendix-V respectively along with the Bid, prior to the Bid Due Date. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
- a. convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the right to undertake the Project is awarded to the Consortium;
  - b. clearly outline the proposed roles and responsibilities, if any, of each Member;
  - c. commit the minimum equity stake to be held by each Member till the completion of the Concession period;
  - d. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, shall subscribe to the paid up and subscribed equity of the SPV as set out in Clause 2.2.2 and shall further commit that the lead Member shall hold equity share capital not less than 51% (fifty one percent) of the subscribed and paid up equity share capital of the SPV throughout the Concession Period; and
  - e. include a statement to the effect that all Members of the Consortium shall, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the financial close of the Project is achieved in accordance with the Concession Agreement.

### **2.3. Change in Ownership**

- 2.3.1. By submitting the Bid, the Bidder acknowledges that it was qualified and short-listed on the basis of Financial and Technical Capacity of those of its Members who shall, until the 5<sup>th</sup>(fifth) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire and the lead Member shall hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire, until the expiry of the Concession. The Bidder further acknowledges and agrees that the obligation herein shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary

contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement respectively, and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 in respect of Members shall apply only when the Bidder is a Consortium. Where the Bidder is a Bidding Company, it shall be required to hold at least 51% (fifty one percent of the subscribed and paid up equity of the Concessionaire until the expiry of the Concession).

- 2.3.2. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Member whose Financial or Technical Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform PCMC forthwith along with all relevant particulars about the same and PCMC may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Successful Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to the completion of the Condition Precedent period for the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without PCMC being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, PCMC shall be entitled to forfeit and appropriate the Performance Security, as liquidated damages, without prejudice to any other right or remedy that may be available to PCMC under the Bidding Documents or otherwise.

#### **2.4. Cost of Bidding**

- 2.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. PCMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

#### **2.5. Site visit and verification of information**

- 2.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project Area and ascertaining for themselves the site conditions, baseline of assets, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

- 2.5.2. It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from PCMC;
- c. made a complete and careful examination of the various aspects of the Project including but not limited to:
  - i. The Project Site, existing facilities and structures;
  - ii. The conditions of the access of site and utilities in the vicinity of the Project Site;

- iii. Conditions affecting transportation, access, disposal, handling and storage of the materials;
  - iv. Clearances obtained for the Project;
  - v. All other matters that might affect the Bidders performance under the terms of this RFP; and
  - vi. Acquiring itself with local/central laws and rules & regulations thereto as well as other applicable rules and regulations relevant of the Project.
- d. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of PCMC relating to any of the matters referred to in Clause 2.5.1 above;
  - e. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - f. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from PCMC, or a ground for termination of the Concession Agreement by the Concessionaire;
  - g. acknowledged that it does not have a Conflict of Interest; and
  - h. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.3. PCMC 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 RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by PCMC.

## **2.6. Verification and Disqualification**

- 2.6.1. PCMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by PCMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by PCMC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of PCMC thereunder.
- 2.6.2. Without prejudice to Clause 2.20.6, PCMC reserves the right to reject any Bid and appropriate the Bid Security if:
- a. at any time, a material misrepresentation is made or uncovered, or
  - b. the Bidder does not provide, within the time specified by PCMC, the supplemental information sought by PCMC for evaluation of the Bid.



Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member may be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified/rejected, then PCMC reserves the right to invite a Bidder amongst the qualified Bidders in the ascending order of their rank in accordance with Clause 3.5.

- 2.6.3. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after their execution and during the period of subsistence thereof, including the Concession thereby granted by PCMC, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LoA or entering into of the Concession Agreement, and if the Successful Bidder has already been issued the LoA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by PCMC to the Successful Bidder or the Concessionaire, as the case may be, without PCMC being liable in any manner whatsoever to the Successful Bidder or Concessionaire. In such an event, PCMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to PCMC under the Bidding Documents and/or the Concession Agreement, or otherwise.
- 2.6.4. The Bidder acknowledges and agrees that provisions of this RFP which by their nature or subject matter are intended to survive the completion of the Bidding or to apply throughout the Concession Period shall continue to survive and bind the Bidders throughout the Concession Period.

## **B. DOCUMENTS**

### **2.7. Contents of the RFP**

- 2.7.1. This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9 and any clarifications and interpretations issued in accordance with Clause 2.8.

#### **Invitation for Bids**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud & Corrupt Practices
- Section 5. Pre Bid Conference
- Section 6. Miscellaneous

#### **Appendices for Technical Proposal**

- I. Letter for Bid
  - II. Procedure of registration and submission of Bid through e-tendering system
  - III. Power of Attorney for signing of Bid
  - IV. Power of Attorney for Lead Member of Consortium
  - V. Joint Bidding Agreement for Consortium
  - VI. Anti-Collusion Certificate
  - VII. Technical and Financial Capacity
  - VIII. Undertaking for Non-Association
  - IX. Undertaking regarding payment of taxes
  - X. Bank Solvency Certificate
- 2.7.2. The Concession Agreement provided by PCMC along with this RFP as Volume 2 shall be deemed to be part of this RFP.

### **2.8. Clarifications**

- 2.8.1. Bidders requiring any clarification on the RFP may notify PCMC in writing and e-mail in accordance with Clause 1.7.7. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.8.
- 2.8.2. PCMC proposes to hold a Pre-Bid meeting, to discuss issues related to the Project with all the prospective Bidders. PCMC at its discretion may also hold further discussions with the prospective Bidders to finalize the technical and/or commercial parameters and other related issues for the Project, before submission of the Proposals, which would be common for all the Bidders.

- 2.8.3. PCMC shall endeavour to respond to the questions raised or clarifications sought by the Bidders. The responses will be sent by e-mail. However, PCMC 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 PCMC to respond to any question or to provide any clarification including within any specified time limit. PCMC will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
- 2.8.4. PCMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by PCMC shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by PCMC or its employees or representatives shall not in any way or manner be binding on PCMC.
- 2.8.5. To facilitate evaluation of Proposals, PCMC may, at its sole discretion, seek written clarifications from any Bidder regarding its Proposal through email. Such clarification(s) shall be provided within the time specified by PCMC for this purpose. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, PCMC may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its' understanding and that of its advisors. The Bidder shall be barred from subsequently questioning such interpretation of PCMC.
- 2.8.6. PCMC shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

## **2.9. Amendment of RFP**

- 2.9.1. At any time prior to the Bid Due Date, PCMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum to the RFP. PCMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders.
- 2.9.2. Any Addendum thus issued will be sent in writing to all those who have purchased the RFP. All clarifications & interpretations issued by PCMC shall be deemed to be part of RFP.
- 2.9.3. Verbal clarifications and information given by PCMC or its employees or representatives shall not in any way or manner be binding on PCMC.
- 2.9.4. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, PCMC may, in its sole discretion, extend the Bid Due Date.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.10. Format and Signing of Bid**

- 2.10.1. The Bidder shall in its Bid provide all the information sought under the Bidding Document. PCMC will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2. The Bidding Documents shall be typed or written in indelible ink and signed/scanned signed/digitally signed by the authorized signatory of the Bidder who shall also initial each page. In case of printed and published documents, only the cover shall be initialed. All the alterations,

omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bidding Documents shall contain page numbers.

## **2.11. Submission of Bid through e-tendering system**

2.11.1. The Bidder shall submit the Bid only through the e-tendering system of PCMC.

2.11.2. The Bidder shall have to register with PCMC for Bidding for this Project. The process of registration and submission is provided in Appendix II. For any clarification regarding submission through the e-Tendering system the Bidder may contact the office of Health Department, PCMC.

2.11.3. The Bid shall have to be prepared and submitted as per Clauses 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.18, 2.19 and 2.20 of this RFP and only through e-tendering system of PCMC. The Bid shall comprise of Qualification and Commercial Proposal.

- a) **Qualification:** The Bidder shall submit the following through e-tendering system for qualifying for the Project.
- i. Payment of Rs 30,000/- (Rupees thirty thousand only) through e-tendering system of PCMC towards purchase of RFP document
  - ii. Payment of Rs 10,00,000/- (Rupees ten lakhs only) as Bid Security through e-tendering system of PCMC.
  - iii. The Bidding Company registration with the ESIC, EPF, Service Tax and Income Tax department. Relevant proofs to be submitted.
  - iv. Submit latest EPF and ESIC challans for minimum 1500 (fifteen hundred) employees for last 3 (three) months.
  - v. Bid in the prescribed format (Appendix I and Appendix VII) along with Annexes and supporting documents;
  - vi. Power of Attorney for signing of Bid in the format at Appendix-III;
  - vii. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV;
  - viii. If applicable, the Joint Bidding Agreement between the Members of Consortiums in the format at Appendix-V;
  - ix. Anti-Collusion Certificate in the format at Appendix VI;
  - x. Undertaking for Non-Association in the format at Appendix VIII;
  - xi. Undertaking regarding payment of taxes in the format at Appendix IX;
  - xii. Bank Solvency Certificate in the format at Appendix X;

- xiii. Certified true copy of the incorporation certificate of the Bidding Company. In the case of a Consortium, certified true copy of the incorporation certificate of each of the Members of the Consortium. In case of a trust, copy of trust deed; in case of a society, copy of Memorandum of Association.; and
- xiv. A copy of the RFP document and Concession Agreement with each page initialed/scanned signed/digitally signed by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (iv) or (v) hereinabove, as applicable.

Any number of documents can be submitted through e-tendering system; however, the size of each individual document (in scanned PDF format) should not exceed 1 MB. If any of the documents mentioned above is not being accepted by the e-tendering system, **then the complete set of the required documents** shall be submitted by placing it in a sealed envelope or a box on or before the Bid Due Date. The envelope specified shall clearly bear the following identification:

**“Bid for Selection of Operator for door to door Segregated Collection, encourage decentralized Processing and Transportation of SW to SW Depot at Moshi for A, B & D Zone of PCMC”**

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

The envelope shall be addressed to:

**KIND ATTENTION OF:**

Joint Commissioner,  
Pimpri Chinchwad Municipal Corporation

**ADDRESS:**

Pimpri Chinchwad Municipal Corporation Main Building,  
Pimpri – 411 018

**TELEPHONE:** (+91) 20 67333333

**FAX:** (+91) 20 27425600

If the envelopes are not sealed and marked as instructed above, PCMC assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

**b) Commercial Proposal**

- a. The Bidder shall quote the Tipping Fee only through the e-tendering system of PCMC. Indicative format of the Commercial Proposal to be submitted through the e-tendering system is represented in APPENDIX XI.

**2.12. Bid Due Date**

- 2.12.1. Bids should be submitted before 1500 hours IST **on or before the Bid Due Date** in the manner and form as detailed in the Bidding Documents.

2.12.2. PCMC may, in its sole discretion, extend the Bid Due Date by issuing an addendum in accordance with Clause 2.9 uniformly for all Bidders.

### **2.13. Late Bids**

2.13.1. Bids received by PCMC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

### **2.14. Contents of the Bid**

2.14.1. Without prejudice to the other provisions of the Bidding Documents, the Bid shall consist of a Tipping Fee quoted by the Bidder. The Bidder shall specify the Tipping Fee required by him to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement.

2.14.2. Generally, the Project will be awarded to the Bidder quoting the lowest Tipping Fee.

2.14.3. The opening of Bids and acceptance thereof shall be substantially in accordance with the Bidding Documents.

2.14.4. The draft Concession Agreement enclosed with this RFP shall be deemed to be part of the Bid.

### **2.15. Modification/ substitute/ withdrawal of Bids**

2.15.1. The Bidder may modify/ substitute/ withdraw its Bid before the final submission through the e-tendering system. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the submission of the Bid.

2.15.2. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought by PCMC, shall be disregarded.

### **2.16. Rejection of Bids**

2.16.1. Notwithstanding anything contained in this RFP, PCMC reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that PCMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.16.2. PCMC reserves the right not to proceed with the Bidding Process or to modify the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### **2.17. Validity of Bids**

2.17.1. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and PCMC, provided that the Successful Bidder shall extend the validity of the Bid until the execution of the Concession Agreement.

### **2.18. Confidentiality**

- 2.18.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising PCMC in relation to or matters arising out of, or concerning the Bidding Process. PCMC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. PCMC 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 PCMC or as may be required by law or in connection with any legal process.

## **2.19. Correspondence with the Bidder**

- 2.19.1. Save and except as provided in this RFP, PCMC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **D. BID SECURITY**

### **2.20. Bid Security**

- 2.20.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 2.1.5 hereinabove through the e-tendering system of PCMC.
- 2.20.2. PCMC shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by PCMC as non-responsive.
- 2.20.4. The Bid Security of unsuccessful Bidders will be returned by PCMC, without any interest, within 30 (thirty) days, after execution of the Concession Agreement by the Successful Bidder or when the Bidding Process is cancelled by PCMC. The Bidders shall have to apply for Bid Security refund at the Citizen Facilitation Centre of PCMC. PCMC after due verification shall refund the Bid Security of unsuccessful Bidders. The Successful Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.5. PCMC shall be entitled to forfeit and appropriate the Bid Security as liquidated damages inter alia in any of the events specified in Clause 2.20.6 herein below and pursuant to other provisions of this RFP providing for a forfeiture of Bid Security. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that PCMC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6. The Bid Security shall be forfeited as liquidated damages without prejudice to any other right or remedy that may be available to PCMC under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:
- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

- b. If a Bidder modifies or substitutes (without the prior written approval of PCMC) or withdraws its Bid during the period of Bid validity as specified in this RFP and as extended in accordance with the terms of the Bidding Documents; or
- c. In the case of Successful Bidder, if within the specified time limit –
  - i. it fails to sign and return the duplicate copy of LoA;
  - ii. it fails to incorporate the SPV or such SPV fails or refuses to sign the Concession Agreement;
  - iii. the SPV fails to provide the Performance Security in accordance with the Bidding Document;
  - iv. the Successful Bidder fails or refuses to provide any documents required to be provided by it after its selection.



### 3. EVALUATION OF BIDS

#### 3.1. Opening and Evaluation of Bids

- 3.1.1. PCMC will examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.2. To facilitate evaluation of Bids, PCMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response within the time period specified by PCMC in this regard.

#### 3.2. Tests of responsiveness

- 3.2.1. Prior to evaluation of Bids, PCMC shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- a. Payment of Rs 30,000/- (Rupees thirty thousand only) is made through e-tendering system of PCMC towards purchase of RFP document
  - b. Payment of Rs 10,00,000/- (Rupees ten lakhs only) is made as Bid Security through e-tendering system of PCMC;
  - c. The Bidding Company registration with the ESIC, EPF, Service Tax and Income Tax department. Relevant proofs to be submitted.
  - d. Submit latest EPF and ESIC challans for minimum 1500 (fifteen hundred) employees for last 3 (three) months.
  - e. it is received as per the format at Appendix-I, Appendix-VII, Appendix VIII, Appendix IX and Appendix X;
  - f. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
  - g. it is submitted as stipulated in Clauses 2.10 and 2.11;
  - h. it is accompanied by the Power(s) of Attorney as specified in Clauses 2.1.6 and 2.1.7, as the case may be;
  - i. it contains certificates from its statutory auditors in the formats specified at Appendix I and Appendix VII of the RFP;
  - j. it contains the Original Equipment Manufacturer (OEM) certificate that the vehicle tracking system proposed for the Project is compliant to the specification provided in the Annexure A;
  - k. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (and if formats have been specified, then in those formats);

- l. it does not contain any condition or qualification; and
- m. it is not non-responsive or inconsistent in terms of the Bidding Documents.

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

### 3.3. Selection of Bidder

3.3.1. Subject to the provisions of Clause 2.16.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1, further has scored minimum 70 marks in the Technical Proposal and has quoted the lowest Tipping Fee, shall be declared as the successful Bidder (the “**Successful Bidder**”). In the event that PCMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.3.2. The evaluation of Bids shall be undertaken in the following sequence:

- 1. Evaluation of Qualification;
- 2. Evaluation of Commercial Proposal

### 3.4. Evaluation of Qualification

3.4.1. For the purpose of qualifying under Qualification, the Bidders Technical Proposals should get a score of 70 marks or more out of 100 marks to qualify for further evaluation i.e. opening of the Commercial Proposal and shall be ranked from highest to the lowest on the basis of their technical score ( $S_T$ ). The Technical Proposal will be evaluated on the basis of Bidder’s experience and the experience of the Key Personnel. The scoring criteria to be used for Financial Capacity evaluation shall be as stipulated under Clause 3.4.3.2 and the scoring criteria to be used for Technical Capacity evaluation shall be as stipulated under Clause 3.4.4.2 of this RFP document.

3.4.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the technical and financial criteria. The total marks for Technical Capacity is 60 marks and for Financial Capacity is 40 marks. Each Bidder shall be assigned a technical score ( $S_T$ ) based on the evaluation of technical and financial capacity.

#### I. Technical Capacity – 60 marks

- a) Firm’s Experience – 60 marks

#### II. Financial Capacity – 40 marks

The Bidder shall obtain **at least 70 marks or more out of 100** in the Technical Proposal to qualify for the opening of the Commercial Proposal

### 3.4.3. Evaluation of Financial Capacity

3.4.3.1. The Net Worth and Average Cash Accruals of the Bidder shall be assessed under this category. In the case of a Consortium, the combined Net Worth and Average Cash Accruals of those Members, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the SPV, shall be considered for the purpose of evaluation. Such Members who have been evaluated under this category shall until the 8<sup>th</sup> (eighth) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 26%

(twenty six per cent) of the subscribed and paid-up equity of the Concessionaire and the lead Member shall hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire, until the expiry of the Concession.

3.4.3.2. Under this category, the Bidder shall have to demonstrate the following Net Worth and Average Cash Accruals (the “**Financial Capacity**”):

S. No.	Financial Capacity	Maximum Marks
	<b>Total Marks</b>	<b>40</b>
1	Minimum average Net Worth in the last three years (FY 2015-16, FY 2014-15 and FY 2013-14) of at least Rs. 20 Crore. Average Net Worth > Rs. 20 Cr. to 30 Cr - 03 Marks Average Net Worth > Rs. 30 Cr. to 40 Cr. - 06 Marks Average Net Worth > Rs. 40 Cr. to 50 Cr. - 09 Marks Average Net Worth > Rs. 50 Cr. to 60 Cr. - 12 Marks Average Net Worth > Rs. 60 Cr. - 15 Marks	15
2	Minimum average Cash Accruals in the last three years (FY 2015-16, FY 2014-15 and FY 2013-14) of at least Rs. 10 Cr.  Average Cash Accruals > Rs. 10 Cr. to 15 Cr. - 03 Marks Average Cash Accruals > Rs. 15 Cr. to 20 Cr. - 06 Marks Average Cash Accruals > Rs. 20 Cr. to 25 Cr. - 09 Marks Average Cash Accruals > Rs. 25 Cr. to 30 Cr. - 12 Marks Average Cash Accruals > Rs. 30 Cr. - 15 Marks	15
3	Should be certified by the bank for Solvency of at least Rs. 10 Cr.  Solvency > Rs. 10 Cr. to 20 Cr. - 02 Marks Solvency > Rs. 20 Cr. to 30 Cr. - 04 Marks Solvency > Rs. 30 Cr. to 40 Cr. - 06 Marks Solvency > Rs. 40 Cr. to 50 Cr. - 08 Marks Solvency > Rs. 50 Cr. - 10 Marks	10

3.4.3.3. The Bidder shall provide a certificate in the format provided below from its statutory auditor specifying the Net Worth & Cash Accruals in the last three “**Financial Year**” i.e. FY 2015-16, FY 2014-15 and FY 2013-14. Also provide the solvency certificate from the bank not older than 1 month from a nationalized / Scheduled Bank in the format enclosed in APPENDIX X.

S. No.	Financial Year	Net Worth (Rs. in Crore)	Cash Accrual (Rs. in Crore)
1.			
2.			
3.			
Certificate from the Chartered Accountant This is to certify that ..... (Name of the Applicant) has received the payments shown above against the respective years on account of professional fees. Name of the Chartered Accountant firm: Seal of the Chartered Accountant firm			

Date:

(Signature, name and designation of the authorized signatory)

**Note:** Please attach the Audited Balance sheets for the last three years.

- 3.4.3.4. The Bid must be accompanied by the audited annual reports of the Bidder (or Members who are to be evaluated in case of a Consortium) for the last 3 (three) Financial Years, preceding the year in which the Bid is made.
- 3.4.3.5. In case the annual accounts for the latest Financial Year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for the preceding year for which the audited annual report is not being provided.
- 3.4.3.6. The Bidder shall provide details as per format at Annex-II of Appendix-I.
- 3.4.3.7. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest Financial Year of a Bidder, it shall ignore such Financial Year for the purposes of its Bid and furnish all its information and certification with reference to the Financial Year, preceding its latest Financial Year. For the avoidance of doubt, the Financial Year shall, for the purposes of a Bid hereunder, mean accounting year followed by the Bidder in the course of its normal business.

The Bidder shall provide a certificate from its statutory auditor specifying the Net Worth of the Bidder over the immediately 3 (three) Financial Years and the Average Cash Accruals over the immediately 3 (three) Financial Years. The certificate shall also specify the methodology adopted for calculating such Net Worth and Average Cash Accruals.

- 3.4.3.8. In case the annual accounts for the latest Financial Year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) years preceding the year for which the audited annual report is not being provided.

#### 3.4.4. Evaluation of Technical Capacity

- 3.4.4.1. In addition to the Financial Capacity, the Technical Capacity of the Bidder shall be assessed under this category. In the case of a Consortium, any of Members, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the SPV, shall be considered for the purpose of evaluation. Such Members who have been evaluated under this category shall until the 8<sup>th</sup> (eight) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire and the lead Member shall hold equity share capital representing not less than 51% (fifty one per cent) of the subscribed and paid-up equity of the Concessionaire, until the expiry of the Concession.
- 3.4.4.2. For qualifying under this category, the Bidder shall, over the past 5 (five) Financial Years preceding the Bid Due Date, have (“**Technical Capacity**”):

S. No.	Parameters	Details	Maximum Marks
	<b>Total Marks</b>		<b>60</b>
1	Capacity of	Ownership or handling or deployment of closed body	10

	deployment of vehicles for Solid Waste Management	<p>primary collection vehicles for Solid Waste Management of the Bidding Company shall be evaluated.</p> <p>Closed body vehicles upto 30 vehicles - 02 Marks          Closed body vehicles &gt;30 to 40 vehicles - 04 Marks          Closed body vehicles &gt;40 to 50 vehicles - 06 Marks          Closed body vehicles &gt;50 to 60 vehicles - 08 Marks          Closed body vehicles &gt; 60 vehicles - 10 Marks</p> <p>Provide Vehicle registration certificate book (RC book) and valid fitness certificate. Or client letter for the project implemented.</p>	
		<p>Ownership or handling or deployment of closed body secondary transportation/ compactors vehicles for Solid Waste Management of the Bidding Company shall be evaluated.</p> <p>Closed body vehicles upto 25 vehicles - 02 Marks          Closed body vehicles &gt;25 to 35 vehicles - 04 Marks          Closed body vehicles &gt;35 to 45 vehicles - 06 Marks          Closed body vehicles &gt;45 to 55 vehicles - 08 Marks          Closed body vehicles &gt; 55 vehicles - 10 Marks</p> <p>Provide Vehicle registration certificate book (RC book) and valid fitness certificate. Or client letter for the project implemented.</p>	10
2	Experience in Collection & Transportation for Solid Waste Management	<p>The experience of undertaken or undertaking primary collection &amp; secondary transportation of solid waste of minimum 300 TPD for atleast two consecutive years by the Bidding Company shall be evaluated.</p> <p>Undertaken/undertaking primary collection &amp; secondary transportation work &gt; 300 to 400 TPD – <b>10 Marks</b>          Undertaken/undertaking primary collection &amp; secondary transportation work &gt; 400 to 500 TPD – <b>20 Marks</b>          Undertaken/undertaking primary collection &amp; secondary transportation work &gt; 500 TPD – <b>30 Marks</b></p> <p>Provide Completion Certificate of the work.</p>	30
3	Quality of manpower for Project Implementation	<p>The team proposed for this Project by the Bidding Company shall be evaluated. The qualification criteria for the team is specified under clause 2.3 volume 2.</p> <p>SWM Director/ Advisor (1 Nos) - 01 Marks          Project Manager (1 Nos) - 01 Marks          Zone Enforcement Coordinator (3 No.) - 03 Marks          Supervisor (6 Nos) - 03 Marks          MIS Expert (1 Nos) - 01 Marks          Media Advisor (1 Nos) - 0.5 Marks          Data Entry Operator (1 Nos) - 0.5 Marks</p> <p>Provide attested CV as per format in Annexure B.</p>	10

3.4.4.3. The Bidder should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-II of Appendix-VII. The evidence to be submitted for experience shall include either of the following in the format as specified in Appendix VII (Annex II):

- (a) Certificate from the Government Instrumentality for which the project has been developed clearly setting out the nature of project, tonnage handled per day, location, date of commissioning and if the progress of the project was satisfactory;
- (b) Certificate from the urban local body for which the project has been developed clearly setting out the nature of project, tonnage handled per day, location, date of commissioning and if the progress of the project was satisfactory; or
- (c) Certificate from an appropriate statutory authority clearly setting out the nature of project, tonnage handled per day, location, date of commissioning and if the progress of the project was satisfactory.

3.4.4.4. The Bidder shall furnish copy of Vehicle registration certificate book (RC book) and valid fitness certificate.

3.4.4.5. The Bidder shall furnish the CVs of the team members duly signed/ digitally signed/ scanned signed by the authorized representative for evaluation in the format provided in Annexure B.

3.4.4.6. PCMC will not normally consider any request of the Selected Applicant for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any in capacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of PCMC. The Authority expects all the Key Personnel to be available during implementation of the Agreement. Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfill the Conditions of Eligibility as specified in table 1 mentioned in clause 2.2.3. Failing which the proposal shall be rejected.

3.4.4.7. If the Bidder does not get a score of 70 marks or more out of 100 marks in the evaluation of Qualification as per Clause 3.4, then the Bidder shall be disqualified from the Bidding Process and the Bid Security of the Bidder shall be returned as per Clause 2.20.4.

#### 3.4.5. **Experience**

3.4.5.1. The Experience shall be measured only on the basis of Eligible Projects undertaken in India.

3.4.5.2. For a project to qualify as an Eligible Project:

- a. (i) it should have been undertaken as a PPP project or other similar basis for providing its output or services to a urban local body or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly should normally be included in this category even if it is not based on a long-term agreement with a public entity; or

- b. it should have been undertaken as an operations and maintenance project for providing its output to a urban local body or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be; and
  - c. the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 70% (seventy percent) subscribed and paid up voting equity share capital during the period for which eligible experience is being claimed.
- 3.4.5.3. Any entity which has been barred by the Central/any State Government/any Government Instrumentality, or any entity owned or controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as a member of a Consortium.
- 3.4.5.4. A Bidder including any Member should, in the last 5 (five) Financial 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 Bidder, Member, as the case may be, nor has been expelled from any project or contract by any public entity or Government Instrumentality nor have had any contract terminated by any public entity or Government Instrumentality for breach by such Bidder or Member.
- 3.4.5.5. In addition to the documents submitted by the Bidders under Clause 3.4.5.7, the Bidders shall submit the certificate(s) from its statutory auditors or the concerned client(s) stating the tonnage of SW handled per day of the completed Eligible Projects in respect of the projects specified above. In case a particular job/contract has been jointly executed by the Bidder (as a part of a consortium), he should further support his claim for the share in the work done for that particular job/contract by producing a certificate from its statutory auditor or the client.
- 3.4.5.6. The Bidder should furnish the details of Eligible Project experience for the last 5 (five) Financial Years immediately preceding the Bid Due date.
- 3.4.5.7. The Bidders must provide the necessary information relating to experience as per format at Annex-I of Appendix-VII. The credentials of eligible Bidders shall be measured in terms of their experience. In case of a Consortium, the Eligible Projects of each of its Members, who have an equity share as set out in Clause 2.2.2 in the SPV, shall be summed up of the Consortium.
- 3.4.5.8. PCMC, however, at all times retains the right to reject a Bid in cases where PCMC (in its sole opinion), considers the Bid materially inconsistent, deficient, technically unsound or unacceptable in any other respect.
- 3.4.5.9. The Bidders meeting the Technical Score ( $S_T$ ) criteria as specified in Clause 3.4.1 and 3.4.4.7 shall be qualified for evaluation of their Commercial Proposals.
- 3.4.5.10. If the Bidder does not meet the Technical Score ( $S_T$ ) criteria as specified in Clause 3.4.1 and 3.4.4.7, then the Bidder shall be disqualified from the Bidding Process and the Bid Security of the Bidder shall be returned as per Clause 2.20.4.

### **3.5. Evaluation of Commercial Proposal**

- 3.5.1. The Commercial Proposal evaluation seeks to understand the commercial terms of the Bidder.

- 3.5.2. The cost indicated in the Commercial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the Scope of Work within the total quoted price shall be that of the Agency. The lowest Commercial Proposal will be declared as Successful Bidder.
- 3.5.3. The format of Commercial proposal is indicated in Appendix XI for reference. The Commercial Proposal shall only be submitted through the online tendering system.
- 3.5.4. The fee per tonne of waste for primary collection and secondary transportation as per the Implementation Plan specified in the Commercial Proposal (Sr. No. 08) will be escalated at 4% per annum on the previous year fee to determine the Tipping Fee applicable for each subsequent year during the operation period.
- 3.5.5. The Tipping Fee shall cover all the activities specified under the scope of work in the volume 1 and 2 of the RFP document in compliance with the Solid Waste Management Rules 2016.
- 3.5.6. The Tipping Fee shall be inclusive of all applicable taxes and duties at the time of bid submission. Any change in the structure of taxes and duties at a later or incorporation of any new tax or duty at a later stage will be reimbursed to the contractor at actual as applicable.
- 3.5.7. The Tipping Fee quoted shall not have any conditionality or deviations from the Concession Agreement or RFP. Bids with conditions attached shall be treated as non-responsive.
- 3.5.8. The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws or fails to comply with the requirement specified in this RFP.

### **3.6. Issue of LOA and execution of the Concession Agreement**

- 3.6.1. Subsequent to the identification of the Successful Bidder, a letter of award (“**LoA**” or “**Letter of Award**”) would be issued to the Successful Bidder by PCMC. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein. PCMC will promptly notify other Bidders that their Commercial Proposals have been unsuccessful and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Concession Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Concession Agreement within 45 (forty five) days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Concession Agreement shall:

1. Furnish the Performance Security by way of an irrevocable Bank Guarantee issued by a nationalized / Scheduled Bank in favour of Pimpri Chinchwad Municipal Corporation, as required under the Concession Agreement; and
2. Pay the stamp duty for the concession agreement.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, PCMC reserves the right to:



1. Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
2. Call for fresh Bids from the remaining Bidders; OR
3. Take any such measure as may be deemed fit in the sole discretion of PCMC, including annulment of the Bidding Process.

#### 3.6.2. Structure

- a. After the issue of the LoA by PCMC, if the Successful Bidder shall incorporate a special purpose company specifically formed and incorporated in India only for the purpose of undertaking the Project pursuant to the Concession Agreement (“SPV” or the “**Special Purpose Company**”). The Successful Bidder shall ensure that the Special Purpose Company is incorporated and capitalised within thirty (30) days from the date of issue of the LoA by PCMC and promptly upon such incorporation and capitalisation provide evidence thereof to PCMC.
- b. Subject to the terms of the Concession Agreement, in the event that the Successful Bidder is a Bidding Company, the shareholding of the Special Purpose Company shall be owned directly by such Bidding Company.
- c. In the event that the Successful Bidder is a Consortium, the shareholding of the Special Purpose Company shall be owned directly by the Members in accordance with the terms of the Bidding Documents including the Concession Agreement.
- d. The Special Purpose Company shall execute the Concession Agreement within the period prescribed in Clause 1.8 (unless such period is extended by PCMC). Upon or prior to such execution by the Special Purpose Company it shall submit to PCMC the Performance Security in accordance with the Bidding Documents. The successful Bidder shall bear all cost associated or related to the execution of the Concession Agreement for the Project including but not limited to stamp duty, registration charges if any etc.

3.6.3. PCMC reserves the right to cancel the award in case the Successful Bidder fails to incorporate the Special Purpose Company or the Special Purpose Company fails or refuse to sign the Concession Agreement and/or does not submit the Performance Security and/or the other documents mentioned in the Bidding Documents.

### 3.7. Contacts during Bid Evaluation

3.7.1. Bids shall be deemed to be under consideration immediately after they are opened and until such time PCMC makes official intimation of award/rejection to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, PCMC and/or their employees/representatives on matters related to the Bids under consideration.

#### 4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, in the LoA, the Concession Agreement, PCMC may reject a Bid, withdraw the LoA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, PCMC shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to PCMC under the Bidding Documents and/or the Concession Agreement or otherwise.
- 4.2 Without prejudice to the rights of PCMC under Clause 4.1 hereinabove and the rights and remedies which PCMC may have under the LoA or the Concession Agreement, or otherwise, if a Bidder or Concessionaire, as the case may be, is found by PCMC 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, or after the issue of the LoA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by PCMC during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by PCMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 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 directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of PCMC 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 therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of PCMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
  - (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 PCMC 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Only duly authorized representatives of the Bidders shall be allowed to participate in the Pre-Bid conference. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of PCMC. PCMC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the District Court of Pune shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.
- 6.2 PCMC, in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:
- (a) suspend, withdraw 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 Bidder in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to PCMC by, on behalf of, and/or in relation to any Bidder;
  - (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 Bidder
  - (e) amend, modify or reissue the Bidding Documents or any part thereof;
  - (f) to accept or reject any or all of the Bids; and/or
  - (g) include additional evaluation criteria or to modify the eligibility criteria for the further short-listing of person for issue of the Bidding Documents during the Bidding Process.
  - (h) to consider any variation in the Bid submitted by the Bidder provided such variation is as per the project scope, project structure and as per the terms and conditions of the RFP
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases PCMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

**APPENDIX I. Letter for Bid**

(Refer Clause 2.11 of the RFP)

**[On the letter head of the Bidder/lead Member]**

Original or copy No:

Dated:

To,

[The \*\*\*\*\*,

\*\*\*\*\*]

**Subject: Bid for Selection of Operator for operating and managing the door to door segregated collection, encouraging decentralized Processing and Transportation of SW to SW Depot at Moshi for A, B & D Zone of PCMC**

Dear Sir,

With reference to your RFP dated \*\*\*\*\*, I/we, having examined the RFP and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

1. I/We acknowledge that PCMC will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid Project and I/we certify that all information provided in the Bid and in Annexes I to III to this Letter of Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted and submissions in this letter are being made for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/We shall make available to PCMC any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of PCMC to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last 3 (three) years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
  - (a) I/We have examined and have no reservations to the RFP, including any addendum issued by PCMC;
  - (b) I/We do not have any Conflict of Interest in accordance with Clauses 2.1.17 and 2.1.18 of the RFP;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with PCMC or any other public sector enterprise or any government, Central or State;
- (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
7. 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, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP.
  8. I/We believe that I/we/our Consortium satisfy(ies) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
  9. I/We declare that I/we/any Member, am/are not a member of a/any other Consortium applying for the Project.
  10. I/We certify that in regard to matters other than security and integrity of the country, I/we or any Member have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  11. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charge-sheeted by any Government Instrumentality or convicted by a court of law.
  12. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.
  13. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, I/we am/are attracted by the provisions of disqualification in terms of the provisions of this RFP, I/we shall intimate PCMC of the same immediately.
  14. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
  15. I/We understand that the Successful Bidder shall be required to incorporate and capitalize the SPV in accordance with the Bidding Document prior to execution of the Concession Agreement.
  16. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by PCMC in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. I/We agree and undertake to abide by all the terms and conditions of the RFP.
18. I/We agree and undertake to be jointly and severally liable for all our obligations under the Concession Agreement as per the provisions set out therein.
19. I/We agree to incorporate and capitalize the SPV in accordance with the Bidding Document, which shall be the Concessionaire under the Concession Agreement.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the authorised signatory)

Place: (Name and designation of the authorized signatory)

(Name and seal of the Bidder/lead Member of the Consortium)



**Appendix I ANNEX-I****Details of Bidder****[On the letter head of the Bidding Company/Members of Consortium]**

Original or copy No:

Dated:

1.
  - (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate):
  
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:
  
3. Details of individual(s) who will serve as the point of contact/communication for PCMC:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone number:
  - (f) E-Mail Address:
  - (g) Fax number:
  
4. Particulars of the authorized signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone number:
  - (e) Fax number:
  
5. In case of a Consortium:
  - (a) The information above (1-4) should be provided for all the Members.
  - (b) A copy of the Joint Bidding Agreement, should be attached to the Bid.
  - (c) Information regarding role of each Member should be provided as per table below:

S No.	Name of Member	Role* {Refer Clause 2.2 of RFP}	Percentage of equity in the Consortium {Refer Clause 2.2 of RFP}
1.			
2.			

\* The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-II of Appendix VII.

(d) The following information shall also be provided by Bidder/for each Member:

**Name of Bidder/ member of Consortium:**

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6. A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

## Appendix I ANNEX-II

### Financial Capacity of the Bidder

(Refer to Clause 3.4 of the RFP)

**[On the letter head of the Bidding Company/lead Member]**

1. The Bidder should provide the financial capability in the following format based on its own financial statements.
2. In case of a Consortium, the information pertaining to all the members of the Consortium should be furnished.
3. This format should be certified by the Statutory Auditor of the Bidder / (Statutory auditor of respective Consortium Members in case of formats submitted by a Consortium)

Format for Providing Information

S. No.	Financial Information	Year 1	Year 2	Year 3
1	Paid up Equity			
2	Reserves			
3	Revaluation Reserves			
4	Reserves if any			
5	Miscellaneous Expenditure not written off			
6	Profit After Tax			
7	Depreciation			
8	Non Cash Expenditures (other than depreciation)			
	<b>Net worth *</b>			
	<b>Net Cash Accruals **</b>			

#### Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
  - a. reflect the financial situation of the Bidder or Consortium Members;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. \*\*Net Cash Accruals for a Company incorporated under the Companies Act shall mean Profit After Tax + Depreciation.
3. \*Net Worth for a Company incorporated under the Companies Act shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
4. In case of Trusts registered under the Indian Trusts Act, 1882 or Public Trust Act 1959 or Societies registered under the Society Registration Act 1860,

- Net Worth shall be defined as: (Capital Grant + Total Corpus including contributions towards Corpus + Reserves & Surplus) - (Revaluation reserves + Miscellaneous expenditure not written off + Excess of accumulated expenditure over accumulated income)
  - Net Cash Accruals shall be defined as: Excess of Income over Expenditure + Depreciation.
5. In case of Trusts or Societies, if any contributions towards Corpus are included in the Net Worth computation of the said Trust/Society, the Bidder has to get the contribution receipts certified by a statutory auditor confirming that these are towards the Corpus.
  6. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 3.4.
  7. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with clause 2.2.4.
  8. The Bidder shall also provide the name and address of its Bankers to PCMC.
  9. The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 3.4 of the RFP document.
  10. For the purposes of evaluation of Financial Capacity, audited consolidated annual accounts of the Bidder may be used for the purpose of financial criteria, provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

**Appendix I ANNEX-III**  
**Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/lead Member of Consortium)

Original or copy No:

Ref. Date:

To--

Dear Sir,

We hereby confirm that we/our Members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP.

We have agreed that ..... (insert member's name) will act as the lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/will act as the representative of the Consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

\*Please strike out whichever is not applicable.

## Appendix II:

### Procedure of registration & submission of bid through E-Tendering system

#### A. Registration Process

For participating in the e-tendering process, the Bidder shall register with the Joint Commissioner (Health Department) of the PCMC. Each registered Bidder will receive a permanent digital key through which the Bidder can participate in the Bid process. It requires minimum 7 (seven) days for receiving the digital key after verification of required documents. The registration process will be carried out through the Health Department of PCMC.

The Bidders shall contact Accounts Officer/ Health Executive Officer, Health Department, PCMC main building, Pimpri-18 for completing the registration within the stipulated time. The Bidder shall contact Mr. Borude, Computer department, 4<sup>th</sup> Floor, PCMC main building, Pimpri -18, for any technical query regarding receiving of digital key after submission of registration document.

Following is the list of formats required to be filled for registering with PCMC for participating in the Bid through e-tendering system. The forms are also available for download at [http://www.pcmcindia.gov.in/e\\_tender.asp](http://www.pcmcindia.gov.in/e_tender.asp)

1. Fill-up the registration form format (refer below in this Appendix 'A') duly stamped (company seal) and signed by the person under whose name the company has to be registered.
2. Fill-up the certificate application attestation form (refer below in this Appendix 'B').
3. Fill-up the letter of employment (refer below in this Appendix 'C'). This should be on the company's letterhead.
4. Fill-up the signature verification letter (refer below in this Appendix 'D'). It should be either on company's or banker's letterhead.

All the true copies to be submitted should be signed by the person under whose name the company is to be registered and should carry the company's seal. The person under whose name the company is to be registered is not required to be physically present to complete the registration process, if all the required original documents for registration are shown during the registration process. The photograph of the individual on the form should be partly stamped with the company's seal. Please note that Bidder has to use the standard formats mentioned herein wherever specified to do so. Any deviation from the format specified will result in rejection of the application for registration.

Following is the complete list of supporting documents required for registration process in addition to the forms mentioned above.

1. Original and true copy of the Pan Card of the company.
2. Original and true copy of the Service Tax or Vat Registration number of the company.
3. Original and true copy of the Pan Card of the individual under whose name the company is to be registered.
4. Original and true copy of Certificate of Incorporation or registration of the company.

5. Five passport size photographs of the individual under whose name the company is to be registered. This will be counted separate than the one pasted and stamped on certificate application attestation form.
6. Original and true copies of any three ID proof mentioned in point 5 (a) and (b) under instruction to applicant of certificate application attestation form (refer below in appendix point B).
7. Original and true copy of residential address proof of the individual under whose name the company is to be registered. The acceptable documents are mentioned in point 5 (a) and (b) under instruction to applicant of certificate application attestation form (refer below in Appendix 'B').
8. Letter of authorization on company's letterhead mentioning the name of the person under whom the Bidding Company is to be registered. The letter should be signed jointly by the company's director and the individual. The letter should carry company's seal. (no standard format is specified).
9. Registration charges of Rs 3000/- (Rupees three thousand only), cash or DD in favour of "The Commissioner, Pimpri Chinchwad Municipal Corporation" payable at Pimpri

### B. Bid Submission

A step-by-step procedure with the help of screen shots has been illustrated below to facilitate the bidding through e-tendering system. The Bidder may contact Shri. B B. Tilekar at 9552645043 for resolving the technical difficulty in bidding for the Project. PCMC shall not be held responsible for any errors or mistakes arising out of the bidding.

#### Step-1 - Select the Tender and Make Payment

The screenshot shows the 'Online Payment' interface. At the top, the user code is 'medical@pcmc.com' and the post is 'Bidder'. The navigation tabs include 'Show Tender', 'Make Payment', 'Profile', 'Attach Document', 'Change Password', 'Medicine Tenders', and 'Submitted Tenders'. The 'Make Payment' tab is selected. The main content area shows a dropdown for 'Tender No' with 'Medical 5/24' selected. Below this are input fields for 'Tender Form Fee' (10000.00), 'EMD Amount' (1000000.00), 'Total Tender Amount' (1010000.00), 'Paid Amount' (1.00), and 'Total Amount To Pay' (1009999.00). On the right, the 'Payment Steps' are listed: Step 1: Select 'Tender no', Step 2: Click on 'Click Here' Button, and Step 3: Click on 'Make Payment' Button. At the bottom, there are buttons for 'Click Here', 'Make Payment', and 'Cancel'.

Note: The respective figures for "tender form fee", "EMD amount", "total tender amount", "paid amount", "total amount to pay" shall appear on the screen. The Bidder is not required to fill in this information. The Bidder has to select the tender by clicking the drop down "Tender no." and thereafter click the tab "Make Payment".

#### STEP-2 - Click on "Show Tender" tab and click on "Open" tab to Bid for the tender

[Sign Out](#)  
 User Code: nitesh@raj.com Post: Bidder  
 Online Tendering

[Show Tender](#) [Make Payment](#) [Profile](#) [Attach Document](#) [Change Password](#) [Submitted Tenders](#)

Tender List

Vender Name:  Registration No.

Tender No.	Date Of Submission	Department	Value	Stage
Payment Not Made				
Payment Made Successfully				
Tender No.	Date Of Submission	Department	Value	Sign Docs
Dummy Tender 2/2010-11	28/10/2010	ENGINEERING	493385.00	<input type="button" value="Open"/>
MyComputeTender	16/10/2010	ENGINEERING	5900.00	<input type="button" value="Open"/>

After payment is made successfully, the bidder shall select the tender and click on “Open” tab for entering the bid for the tender.

### STEP-3 - Insert quote

रत्न तयारी

You have made payment successfully = 1.0 ,you can bid & submit this tender

Tender Name:  Tender Open Date: 31/08/2011  
 Tender Close Date: 31/08/2011 Tender Close Time: 15.00

Tender Value: .00 Bid Value: Difference:

Bidder Name:

Tipping Tender:

Storage Type:

Enter rate in 'Rate' field As Per Tender Conditions

Item Name	Quantity	Product No.	Company	Rate	Amount
Tipping Fee For First Year (Rs per metric Tonne) We agree that the above Tipping Fee Shall be inclusive to all taxes and duties including services tax.	1			<input type="text" value="20"/>	<input type="text" value="20"/>

I have read all terms & conditions from Tender Document/Tender Form/B1 form & Schedule B for Civil.I accept all these terms & conditions.

Note: The Bidder after making the payment and clicking on the “Open” tab shall view this screen. The Bidder has to click on “Bid” tab and then fill in the rate under “Rate” tab. The system shall automatically calculate the Amount. The bidder has to then click on “Save” tab followed by “Sign” tab and finally “Submit Tender” tab. Only after the “Submit Tender” tab is clicked, the bid is accepted by the e-tendering system. In case the bidder wants to change its bid before clicking on the “Submit Tender” tab and before the final date of submission, the bidder has to click on “Cancel” tab and repeat the process from Step 2.

More details about the e-tendering system operation is available at [http://www.pcmcindia.gov.in/e\\_tender.asp](http://www.pcmcindia.gov.in/e_tender.asp)



**Appendix A – Registration Form Format**

*(Copy should be submitted in person for registration along with attested (i.e with company seal and signed by Authorised Representative of the Bidder) true copy. Original document should be carried for verification during registration)*

Pimpri Chinchwad Municipal Corporation  
Pimpri – 411018.  
Application for e-tendering Registration  
Name of Department: Health Deptt. (PCMC)

1. Applicant / Company Name \_\_\_\_\_
  2. Owner/Partner/ Name of Director \_\_\_\_\_
  3. In case of Partnership Firm Registration Certificate No. \_\_\_\_\_
  4. In Case of Company Reg. Certificate No \_\_\_\_\_
  5. Office Address \_\_\_\_\_
  - Correspondence Address \_\_\_\_\_
  - Tel. Nos \_\_\_\_\_ Office \_\_\_\_\_ Mobile.No \_\_\_\_\_
  6. Registration for Which Dept. \_\_\_\_\_ Grade \_\_\_\_\_
  7. Works executed in the last three years from date of Registration. Attach proof of work as annexure.
- A) Shop Act License Validity From Dt. \_\_\_\_\_ To \_\_\_\_\_
- B) Service Tax Registration No Validity From Dt. \_\_\_\_\_ To \_\_\_\_\_
- C) Pan Card No \_\_\_\_\_

Note :- 1) This application is available on Corporation's web site [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in)  
2) Registration valid upto<sup>3</sup>1st March of every year

Date :-

Place :-

Applicant Signature

---

**(For office use only)**

**Undertaking for Registration with PCMC**

I \_\_\_\_\_(Bidding company representative) on behalf of my firm \_\_\_\_\_(Name of bidding firm) have submitted the following attested true copy of required documents for registration with PCMC to participate in e-tendering process.

1. Pan card of the company.
2. Service tax registration or vat registration of company.
3. Residence proof and pan card of the individual on whose name the bidding company should be registered. Following documents are accepted as address proof: a) Telephone bill b) electricity bill c) passport d) bank passbook e) voter's card.
4. Authorization letter on company's letterhead mentioning the name of the person under whom the bidding company has to be registered.
5. Five passport size photograph of the person under whom the Bidding Company is to be registered.
6. Certificate of incorporation or registration of the company.
7. True copy of three ID proof should be submitted. The acceptable documents are Passport, pan card, licence, ration card and election card.

**Declaration**

I have enclosed all the certified photo copies of documents required for registration along with the registration form. I know that if any document is found false/fraudulent after giving registration by Pimpri Chinchwad Municipal Corporation, I will be responsible to be prosecuted by Pimpri Chinchwad Municipal Corporation as per the provision of Indian Penal Code. I also agree that in the tender, if special documents are required or demanded by Pimpri Chinchwad Municipal Corporation for the efficient execution of tender work, I will submit certified true copies of the special documents by way of scanning the same or PDF files as attachment while submitting the tender online. I also agree that original document will be produced to the registering authority for verification of certified photocopies on the day of submitting the registration form.

Name and Signature of the applicant

## Appendix-B - Certificate Application Attestation Form

### Instructions

1. Print out this Form after completing it as required
2. Place a copy of your latest passport-size photograph on the top right corner  
Bring this Form to your banker for attestation a) You are responsible for all fees charged by the banker
3. Instruct the banker to read the instructions below and complete the acknowledgment.  
Obtain copies of three forms of ID a) One widely recognized, government issued Photo-ID such as
  - Passport
  - Driving License
  - Income Tax Identity (PAN) Card
  - Voters ID card
  - Service Identity Card issued to its employees by State/Central Government

b) Two other ID's which are nationally valid and which need not necessarily be photo-ID's such as

- Passport
- Driving Licenses
- Income Tax Identity (PAN) Cards
- Voters ID card
- Service Identity Cards issued to its employees by State / Central Government
- Ration Card
- Photo Credit Cards / Debit card
- Bank / Kisan / Post Office Passbooks
- Pension Documents such as Ex-Servicemen's Pension Book / Pension Payment Order
- Ex-Servicemen's Widow / Dependent Certificates
- Medclaim or similar insurance cards
- Student SSC / HSC / graduation / post graduation degrees
- Birth certificate
- School leaving certificate
- Electricity bill
- Mobile / Telephone bill

You will need to:

- a) Make a copy of each of the 3 forms of ID's
- b) Have the copies Notarised / attested by a Notary Public or Class 3 Gazetted Officer or your Banker

4. Make and retain a copy of the completed form in a secure location. You will need to reference your name and e-mail address as listed below should you have a question regarding this certificate application.

If your Organisation Name is to be included in the certificate the a) Submit Proof of Right to do Business document

- b) Submit the Letter of Employment
- c) Submit the Signature Verification Letter

***Instructions to Banker***

The document you are attesting is part of the enrolment process for a SafeScript Digital ID. SafeScript requires that the personal identity of the applicant be validated. If you would like more information about Digital IDs or the enrolment process please visit SafeScript at [www.safescript.com](http://www.safescript.com).

1. Complete the Acknowledgment in the Certificate Application Attestation Form.
2. The Applicant must hold a valid account in your bank.
3. You may retain a copy of the completed Certificate Application Attestation Form
4. In this context, the Banker is the Branch Manager of the bank where the applicant holds a valid bank account. The banker can also be any other employee of the same bank of a grade equal to or higher than the Branch Manager.

(To be printed on the Letter Head of the Organisation)

**Certificate Application Attestation Form**

**Applicant Personal Data (as entered on the Online Enrollment Form) with the latest passport photograph:**

Full Name \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Postal Address \_\_\_\_\_

Paste latest passport size photo here.

Applicants Signature

Date \_\_\_\_\_

.....

**Banker to Complete the Following Section**

**Acknowledgment**

The Applicant personally presented himself to me, the Banker, for the purpose of identity verification.

Signature and photograph of Mr./Mrs./Ms. \_\_\_\_\_ who maintains an account with this Bank, as appearing above, is hereby attested, with reference to the records maintained by the Bank.

Bank Mana'er's Signature: \_\_\_\_\_

Bank Mana'er's Name: \_\_\_\_\_

Bank Mana'er's official code number: \_\_\_\_\_

Bank Name and Address: \_\_\_\_\_

Banks Official Phone number: \_\_\_\_\_

(Place Bank Seal/Stamp to the right)

## Appendix–C - Letter of Employment

### Instructions

The Letter of Employment is to be submitted when the Certificate Applicant requires the name of his Organisation to be displayed in his certificate. This letter should accompany the POR Document and the Signature Verification Letter. This letter is to be:

1. In the prescribed format only and printed on the letterhead of the Organisation in the Certificate Request
2. Completed and Signed by the Authorised Signatory of the Organisation, who attested the other documents
3. The Authorised Signatory must affix:
  - The Organisations seal on the document
  - His signature and full name
  - His official telephone number and e-mail id, so that SafeScrypt may contact him in this regard
4. Only a hard copy is valid and must be filed. However, the order can be processed with a faxed copy provided the original will be couriered to us at the earliest.

<< To be Printed on the Letter Head of the Company>>

**Letter of Employment**

**Certificate Applicant Information**

First Name: \_\_\_\_\_

Last Name: \_\_\_\_\_

Email ID: \_\_\_\_\_

I, (Name of the Authorised Signatory) \_\_\_\_\_, certify that on (Date) \_\_\_\_\_,  
(Name of the Certificate Applicant) \_\_\_\_\_ is an employee of our organization  
(Organisation Name) \_\_\_\_\_ and that the Applicant's Employee ID is (Employee ID)  
\_\_\_\_\_. I acknowledge by my signature, that the Applicant information in this document is  
complete and accurate as per our office records.

(Signature of Authorised Signatory)

(Company Seal)

**Details of Authorised Signatory**

Full Name: \_\_\_\_\_

Organisation Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## AppendixD – Signature Verification Letter

### Instructions

The Signature Verification letter is required to verify the identity of the Authorized Signatory who attested the POR document, Telephone Bill and Letter of Employment. This letter is to be:

1. In the prescribed format only and preferably on the letterhead of the Organisation in the Certificate Request
2. Completed and Signed first by the Authorised Signatory of the Organisation who attested the other documents
3. Completed and Signed lastly by the Organisations official Banker
  - The Banker is the Branch Manager of the bank where the Organisation has a valid bank account. The banker can also be any other employee of the same bank of a grade equal to or higher than the Branch Manager.
  - The Banker must affix;
    - (1) His official seal on the document
    - (2) His signature and full name next to his official seal on the document
    - (3) His official telephone number, so that SafeScript may contact him in this regard
4. Only a hard copy is valid and must be filed. However, the order can be processed with a faxed copy provided the original will be couriered to you at the earliest.



<<To be printed on letter head of organization/banker>>

**Signature Verification Letter**

TO WHOMSOEVER IT MAY CONCERN

This is to Certify that ..... (Name of the Organisation) with the Office at ..... (Address of the Organisation) is maintaining a bank account (A/c No. ....) with our Bank ..... (Bank Name), and operating that account in the normal course of its business/activities.

Mr./Ms./Mrs..... is the authorized signatory for the operation of the account. His/Her signature as appearing below is duly attested (as per the records available with the bank).

(Signature of the Authorised Signatory)

(Signature of the Branch Manager)

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

Designation : \_\_\_\_\_

Phone No: \_\_\_\_\_

Date: \_\_\_\_\_

**(Bank Seal)**

**APPENDIX – III:****Power of Attorney for signing of Bid**

(Refer Clause 2.1.6 of the RFP)

(To be executed on stamp paper of appropriate value)

Know all persons by these presents, [I ..... (name of the company) incorporated under the laws of India and having its registered office at [ ] “**Company**”] 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 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, matters and things as are necessary or required in connection with or incidental to submission of our Bid for Door to Door segregated collection, encouraging decentralized processing and transportation of SW to SW Depot at Moshi for A, B & D Zone of PCMC pursuant to the RFP dated [ ] (“RFP”) issued by the Pimpri Chinchwad Municipal Corporation (the “**PCMC**”) and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to PCMC, representing us in all matters before PCMC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with PCMC 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 Pimpri Chinchwad Municipal Corporation.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully 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.

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2.....

For .....

(Signature)

(Name, Title and Address)

Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

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

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

**APPENDIX – IV: Power of Attorney for Lead Member of Consortium**

(Refer Clause 2.1.7 of the RFP)

(To be executed on stamp paper of appropriate value)

Whereas PCMC has invited proposals from interested parties for Door to Door Segregated Collection, encouraging decentralized Processing and transportation of SW to SW Depot at Moshi for A, B & D Zone of PCMC.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

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.

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

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

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

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

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

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

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

Witnesses:

- 1.
- 2.

Notes:

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

## APPENDIX V

### Joint Bidding Agreement

(Refer Clause 2.11.3 (a) (viii) of the RFP)  
(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20... (the “**Agreement**”)

#### AMONGST

1. {..... Limited, a company incorporated under the (Indian) Companies Act, 1956} 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

2. .... Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956} 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)

#### AND

3. }\*

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,

- A. The Pimpri Chinchwad Municipal Corporation, hereinafter referred to as “PCMC”) has invited Bids by its Request for Proposal No. .... dated ..... (the “**RFP**”) for qualifying and selecting bidders for **Selection of Operator for operating and managing the door to door segregated collection, decentralized processing and transportation of SW to SW Depot at Moshi for A, B & D Zone of PCMC** (the “**Project**”);
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
- C. It is a necessary condition under the RFP 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:

---

\* The number of Parties will be shown here, as applicable.

## 1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

## 2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly.

## 3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate the SPV as required by and in accordance with the Bidding Documents for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

## 4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below.

- a) 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 when all the obligations of the SPV shall become effective;
- b) {Party of the Second Part shall be \_\_\_\_\_.}

## 5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Concession Agreement and for the performance of the Concessionaire’s obligations under the Concession Agreement.

## 6. Shareholding in the SPV

- (a) The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

- (b) Subject to the terms of the Concession Agreement, the lead Member shall during the term of the Concession Agreement hold equity share capital not less than 51% (fifty one percent) of the subscribed, paid up and voting equity share capital of the SPV; and
- (c) Subject to the terms of the Concession Agreement, the Members whose financial and technical capacities has been utilized for the purposes of qualification and in the Bid shall for a period of 5(five) years from the date of commercial operation of the Project hold equity share capital not less than 26% (twenty six percent) of the subscribed, paid up and voting equity share capital of the SPV.

The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

## 7. Representation of the Parties

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

- a. such Party is duly organised, 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 authorised 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 Member of Consortium 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 of association and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, 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; and
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other 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.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Concession Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

## 9. 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 PCMC.

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

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

In the presence of:

- 1.
- 2.

Notes:

1. The mode of execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as 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 Member of Consortium.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

**APPENDIX VI**

**Anti-Collusion Certificate**

(Refer Clause 2.11.3 (a) (ix) of the RFP)  
(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its subsequent amendments thereof.

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

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

Dated this .....Day of .....,2016

.....  
(Name of the Bidder)

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

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

**Appendix VII Annex-I**  
**Technical & Financial Capacity**  
**Experience of the Bidder<sup>@</sup>**  
 (Refer to Clause 3.4.5 of the RFP)  
**[On the letter head of the Bidding Company/lead Member]**

Original or copy No:

Date:

Bidder type <sup>#</sup>	Member Code <sup>£</sup>	Experience (Equivalent Rs. crore) <sup>\$\$</sup>
		Name of the Eligible Project and the tonnage per day of Eligible Project
(1)		(2)
Bidding Company		
Member of Consortium 1		
Member of Consortium 2		

**Appendix VII Annex-I**

<sup>@</sup> Provide details of only those projects that have been undertaken by the Bidder under its own name specified in Clause 3.4.5 and/or by a project company eligible under Clause 3.4.5. In case the Bid Due Date falls within 3 (three) months of the close of the latest Financial Year, refer to Clause 3.4.

<sup>#</sup> A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Member of Consortium. In case of a Consortium, the row titled Single entity Bidder may be ignored.

<sup>\$\$</sup> The currency for the purpose of the Bid shall be Indian Rupees only. In case the conversion is required, the conversion to the currency shall be based on the exchange rate (RBI Reference Rate) as was applicable exactly 7 (seven) days prior to Bid Due Date. In all such cases, the original figures in the relevant foreign currency and the Bid currency equivalent thereof must be given. The date used and exchange rate thereof shall be clearly stated. PCMC reserves the right to use any other suitable exchange rate for the purposes of uniformly evaluating all Bidders.

<sup>£</sup>For Member code, see instruction 4 at Annex-II of this Appendix-VII.

**APPENDIX VII Annex II  
Technical & Financial Capacity  
Details of Eligible Projects**

(Refer to Clause 3.4.5 of the RFP)

**[On the letter head of the Bidding Company/Members of Consortium/]**

Original or copy No:

Date:

Project Code:

Member Code:

Item (1)	Particulars of the Project (3)
Title & nature of the project	
Entity for which the project was developed	
Location	
Tonnage / day	
Area covered in the Project	
Population Covered in the Project	
Manpower deployed in the Project	
Date of commencement of project	
Date of completion	
Equity shareholding (with period during which equity was held)	

**Instructions:**

1. Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.4.5 of the RFP, as the case may be. Information provided in this section is intended to serve as a back up for information provided in the Bid. Bidders should also refer to the instructions below.
2. For a Bidding Company, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium, then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member code shall indicate NA for Not Applicable in case the Bidder is a Bidding Company. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.
5. Particulars such as name, address and contact details of owner/authority/agency (i.e. concession grantor, counter party, etc.) should be provided.

6. The date of commissioning of the project should be indicated.
7. The date of completion of the project should be indicated.
8. The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which eligible experience is claimed, needs to be given (Refer Clause 3.4.5).
9. Experience for any activity relating to an Eligible Project shall not be claimed by 2 (two) or more Members. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
10. Certificate from the client or the Bidder's statutory auditor<sup>§</sup> must be furnished as per format below for each Eligible Project in addition to the certificate from the client. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidding Company/Member may provide the requisite certification.
11. Certificate from the statutory auditor regarding Eligible Projects shall be in the following format.

**Certificate from the statutory auditor regarding Eligible Projects<sup>§</sup>**

Based on its books of accounts and other published information authenticated by it, this is to certify that ..... (name of the Bidding Company/Member) is/was an equity shareholder in ..... (title of the project company) and holds/held Rs. .... cr. (Rupees ..... crore) of equity (which constitutes .....%<sup>€</sup> of the total paid up and subscribed equity capital) of the project company from ..... (date) to ..... (date)<sup>¥</sup>. The project was commissioned on ..... (date of commissioning of the project) and completed on ..... (date of completion of the project).

We further certify that the total SW handled is \_\_\_\_\_ MT per day, total area covered is \_\_\_\_\_ sq. km, total population covered is approx. \_\_\_\_\_ and total manpower deployed in the Project is \_\_\_\_\_.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the Authorised Signatory)

Date:

12. Certificate from the Government Instrumentality/Statutory Authority regarding infrastructure experience works shall be in the following format.

<sup>§</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

<sup>¥</sup> In this case the project is owned by the Bidding company, this language may be suitably modified to read: "It is certified that ..... (Name of the Bidder) developed and/ or owned the ..... (Name of the project) from ..... (Date) to ..... (Date)."

**Certificate from the Government Instrumentality/Statutory Authority regarding experience works**

This is to certify that ..... (name of the Bidding Company/Member) has executed/is executing ..... (name of project) for ..... (name of the Municipal Corporation).

We further certify that the total SW handled is \_\_\_\_\_ MT per day, total area covered is \_\_\_\_\_ sq. km, total population covered is approx. \_\_\_\_\_ and total manpower deployed in the Project is \_\_\_\_\_.

The project has commenced on ..... (date) and the construction of the project ended on ..... (date). We are satisfied by the work undertaken by the Bidder/Member.

.....

13. Details of vehicle ownership shall be provided in the following format along with the hard copy evidence of vehicle registration book, fitness certificate and insurance.

Sr. No.	Vehicle No.	Vehicle Type	Fitness Certificate validity Date	Insurance validity Date
1				
2				
3				
.....				

14. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

**APPENDIX VIII – UNDERTAKING FOR NON ASSOCIATION**

(To be provided on Rs. 100 stamp paper)

**Undertaking**

We M/s ..... having our registered office at ..... certify that we are registered organisation under ..... Act. We certify that none of our directors' or any related person of our organisation is associated or related to any elected/nominated Corporator of Pimpri Chinchwad Municipal Corporation.

This undertaking is issued as per the terms and condition of the tender no. .... of ..... department of Pimpri Chinchwad Municipal Corporation.

We are aware and agree that if the information provided by us is found false then we shall be responsible for any action taken against us as per the Indian Penal Code clause 193,199 and 200.

I have reviewed the above recorded statement and affirm that the above statements recorded are true and accurate.

Name of the Authorised Representative: .....  
Designation of Authorised Representative: .....  
Signature of Authorised Representative: .....  
Seal of Company:  
Dated: .....\.....\.....  
Place:



**APPENDIX IX – UNDERTAKING REGARDING PAYMENT OF TAXES**

(To be provided on Rs. 100 stamp paper)

**Undertaking****Undertaking regarding responsibility of payment of taxes**

1. **Company's Name:** .....
2. **eTendering Registration No.:** .....
3. **Tender No.** .....

This is to certify that, we (Name of Company) hereby undertake the responsibility regarding Employee's Provident Fund & Miscellaneous Provision Act 1952, The Contract Labour (Regulation and Abolition) Act 1970 and Service Tax Rules 1994 if we are awarded the work for the above mentioned tender no. from Pimpri Chinchwad Municipal Corporation.

1. **Employee's Provident Fund & Miscellaneous Provision Act 1952** – All the provision under this Act are known to our company regarding provision for Provident Fund for each employees deployed for said tender work as per the provision of the Act. The responsibility of depositing the Provident fund shall be Company's and the true copy of the payed provident fund challan will be submitted to Pimpri Chinchwad Municipal Corporation. We indemnify Pimpri Chinchwad Municipal Corporation against any disciplinary action or financial implications related to any provision of this Act for the said work. Any document regarding provident fund if requested by Pimpri Chinchwad Municipal Corporation shall be made available by the Company.
2. **The Contractor Labour (Regulation and Abolition) Act 1970** – All the provision under this Act are known to our company. According to the provision of the Act, if it is required for the said work to be registered under the said act, then our Company shall be responsible for getting itself registered under this Act. We indemnify Pimpri Chinchwad Municipal Corporation against any disciplinary action or financial implications related to any provision of this Act for the said work. Any document required under the Act, if requested by Pimpri Chinchwad Municipal Corporation shall be made available by the Company.
3. **Service Tax Rules 1994** along with its amendments are known to our Company. The responsibility of depositing the service tax shall be of the Company. We indemnify Pimpri Chinchwad Municipal Corporation against any disciplinary action or financial implications related to any provision of this Act for the said work. Any document regarding service tax if requested by Pimpri Chinchwad Municipal Corporation shall be made available by the Company.

I, the undersigned, certify that to the best of my knowledge and belief, the above information provided is true.

Name of the Authorised Representative: .....

Designation of Authorised Representative: .....

Signature of Authorised Representative: .....

Seal of Company:

Dated: ..... \..... \.....

Place:

**APPENDIX X – BANK SOLVENCY CERTIFICATE**

(To be provided on the letterhead of bank)

Letter No: ..... dated: .....

**TO WHOMSOEVER IT MAY CONCERN**

**SOLVENCY CERTIFICATE**

This is to certify that M/s ..... having their registered office at .....,  
having their head office at ..... are maintaining satisfactory account with us.

To the best of our knowledge and belief, they are reported to be solvent upto Rs. \_\_\_\_\_ (In  
Words). This certificate is valid for one year as per the sanction letter.

This certificate is issued on express understanding that neither the bank nor any of its officer undertake  
any liability in respect thereof.

Name of the Bank  
Signature of the Issuing Officer  
Designation of the Issuing Officer  
Bank Seal

## APPENDIX XI

## Format of Commercial Proposal

(Refer to Clause 3.5.1 of the RFP)

(shall be accepted only through the online e-tendering system of PCMC)

To,  
The Joint Commissioner  
Pimpri Chinchwad Municipal Corporation,  
Pimpri – 18

Subject: Commercial Bid proposal for “Selection of Operator for operating and managing the door to door segregated collection, encouraging decentralized processing and Transportation of SW to SW Depot at Moshi for A, B & D Zone of PCMC”

Dear Sir,

Please find enclosed our Bid Proposal which PCMC shall pay to \_\_\_\_\_( Bidding Company name) for taking up the work of ‘**Selection of Operator for operating and managing the door to door Segregated Collection, encouraging decentralized Processing and Transportation of SW to SW Depot at Moshi for A, B & D Zone of PCMC**’(tender no. /2016-17) in response to the Request for Proposal (RFP) document issued by PCMC dated \_\_/\_\_/2016.

Sr. No.	Bidding Parameter	Qty.	Rate	Amount in Rs.
a	b	c	d	e
1	Unit cost of VTS system per vehicle along with data connectivity (Development, Maintenance, Monitoring and management)	466		$A = c \times d$
2	Unit cost of Central Control Centre along with network connectivity (Development, Maintenance, Monitoring and management)	7		$B = c \times d$
3	Unit cost for development, supply of composting equipment's, machinery and operation & maintenance of green waste processing facility	3		$C = c \times d$
4	Cost for construction, development, operation, maintenance of MRF/ transfer station at Kasarwadi STP	1		$D = c \times d$
5	Cost for construction, development, operation, maintenance of MRF/ transfer station at Pimple Nilakh	1		$E = c \times d$
6	Unit Cost for procure, supply, install and maintain vandalism free litter bins as per specification in Annexure C	500		$F = c \times d$
7	Annual Fee for Capacity Building & Awareness generation with manpower, vehicle & equipment's	8		$G = c \times d$
8	Fee per Ton of waste for considering the minimum wages as per Revised Minimum Wages as per GR published by Ministry of Industries, Energy & Labour for primary	14455 83		$H = c \times d$

	collection & secondary transportation of waste as per the Implementation Plan in table 2 (Waste projection as per table 1 of agreement in Tons X 365 days / 2)			
9	Total Tipping Fee for evaluation of Commercial Proposal			$I = (A + B + C + D + E + F + G + H)$

**Note:**

1. The above quote is to be submitted only through the online eTendering system.
2. The above quote is inclusive of all applicable taxes and duties at the time of bid submission. Any change in the structure of taxes and duties at a later stage or incorporation of any new tax or duty at a later stage will be reimbursed to the contractor at actual as applicable.
3. All other expenditure required to undertake the Project shall be borne by the Operator.
4. The financial evaluation shall be based only on the total cost of the Commercial Proposal. Under no circumstances the individual components of the financial quote be awarded to two different Operator.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws of withholding taxes if any.
6. The Commercial Proposal shall be for the period of work i.e. 96 months from the date of Commercial Operation Date (COD). The unit cost provided for the individual items in the Commercial Proposal shall be valid during the period of work even if there is a change in the quantity of the items.

## ANNEXURE A: Technical Specification for Vehicle Tracking System

### Technical specification for vehicle tracking system with smart garbage collection system

#### (A) GPS Hardware

1. The device must be Airtight, Waterproof, Tamperproof and Dustproof.IP67
2. External cables must be shielded with metal harnessing.
3. All the antennas must be internal.
4. The box must be high quality HIPS (High Impact Poly Styrene) Polymer.
5. The GPS sensor must be of European Grade.
6. Internal memory backup upto 10 days.
7. Reconfigurable parameters.
8. Class 10 GSM/GPRS module.
9. Should be integrated with other sensors.
10. Device must be sealed with security screws.
11. Replacement against internal device failure.
12. Voltage Range: within 8 V to 80 V automotive grade.
13. GPS location accuracy: less than 3 to 5 meters CEP.
14. Must work for all India GSM bands frequencies – GPS hardware should work for all compatible Network Frequency.
15. OTA configurations, if required to change any interval of receiving data, we must change Configuration by sending sms through mobile or server.
16. Backup recovery ratio should be 180:1 (No Data Time: Recovery Time).
17. Outer cable harness must be rust proof stainless steel material.
18. GPS Device should be battery based and Battery Backup of device should be at least 5 days.

#### (B) Software

1. It should provide real time tracking of vehicle.
2. Live track vehicle – page auto refresh every 30 seconds to show where vehicle is
  - Multiple tracking/display on pointer option ( Distance/time/track angle base)
  - Summary report for the current or displayed Vehicle/ Group
  - Mark areas on map and get an sms /email alerts when the vehicle enters or leaves the area.
  - View daily/ cumulative graphical reports of vehicle over speed, stoppage times and area entry exits.
3. Fleet status Dashboard
4. Database server – Central control room for monitoring.
5. Alert – over speed, excess stoppage time, excess fuel withdrawn.
6. Reports as per requirement below:

- Fuel consumption report (which includes Fuel usage, fuel available (in Ltr.), fuel added (in Ltr.), fuel Consumption (in Ltr.), milage (KMs)/Ltr. for a trip.
  - Fleet Daily & summary Report
  - Idle Time /Journey Idling Report
  - Log report
  - Start time & End time
  - Total working hours
  - Stoppage Violation
  - Speed Violation
  - Trip Report
  - Hub In Out
  - Status Report.
  - History Play map/ Route replay
  - Distance travelled
7. Different legend for different state of vehicle.
  8. View daily/ cumulative graphical reports of vehicle over speed, stoppage times and area entry exits
  9. Real time monitoring of:
    - Current position of vehicle on map
    - See road information for current position of vehicle
    - Track device group location on GIS map.
  10. Online alerts should provide critical alerts.
    - Over speeding
    - Unnecessary stoppages
    - Route violation
  11. Should be able to customize the Software and application as per the requirement of PCMC.
  12. Graphical reports which can be downloaded in .pdf format and also tabular format reports should be downloaded in excel format.
  13. Software must be integrated with Google maps.
  14. Software must be user friendly and fully Ajax based and whole page should not be refreshed after getting new data or in changing application and latest data should be shown on map without refreshing the page.
  15. Location Report: Software application should be able to find all the locations assigned to the particular vehicle.
  16. PCMC should have excess of GPS datum of atleast last 6 months.
  17. The Software must have full screen map for LCD screens.
  18. Services & maintenance – modules.
  19. Route monitoring and scheduling of routes for all garbage vehicles.
  20. Geo-coding of all garbage collection points
  21. MIS for waste collection and transportation
  22. Web based or Mobile App for citizens and staff
  23. Real Time SMS Delivery for vehicle breakdown and maintenance.
  24. System should displays the location map with relevant details. i.e.;
    - Ward/Zone details
    - Bin/feeder point details,
    - Fleet details for that ward
  25. On clicking 'Details', the system provides with the following information:
    - Bin clear/unclear status,
    - Fleet status with ETA,
    - ETD,
    - delay,
    - duration of stoppage for all the stops,
    - next pickup scheduled.
  26. Citizen will be able to trigger alert from the application under following scenarios: Fleet delays, Unpicked garbage

27. Citizen will be able to view the ward/zone boundaries or its associated details on map.
28. System displays the following information available on ward level:
  - Total no. of available vehicle in the ward
  - Type of vehicles
  - Vehicle no.
  - Route
  - Schedule
  - Bin/feeder point/chronic spots positions for the Ward
  - Sanitation worker timing (if applicable)

### (C) Fuel Sensor

1. Fuel Sensor should be Capacitive.
2. It should follow the Industrial standard RS485 communication protocol.
3. Fuel sensor should be fitted to any size of fuel tank.
4. Graphical representation of fuel of each vehicle in software.
5. Daily Report of fuel consumption against total distance travelled.
6. Alert in case of fuel theft as per the requirement

**All the bidders must be prepared with below 10 Points. At any point of time, PCMC will like to check the GPS devices, Fuel sensor and Software.**

1. Enclosure Test: Device must be Waterproof, Tamperproof and Dustproof.
2. External Cable Test: External Cable must be shielded with metal harnessing and it must be rust proof stainless steel material.
3. Antenna Test: All the antennas must be internal.
4. Security Screws Test: Must be sealed and should not be opened.
5. OTA Test: On sending message through mobile to GPS device, device must be able to reply the value of current Latitude and Longitude.
6. Data Storage Test: No data Time : Recovery time ratio must be 180:1
7. Battery Test: Minimum 4000 mah battery, or backup should be atleast 5 days.
8. Reports Test: All the reports must be in graphical format and the same should be downloaded in excel format (Read only file).
9. Fuel Sensor Test: Should be capacitive.
10. Fuel sensor Size Test: Fuel sensor should be able to work on any size of fuel sensor.

### GPS Analyst for GPS System Monitoring and Reporting

GPS Analyst will be required for Coordination with PCMC Persons for handling the technical aspects and the issues related to GPS tracking of Garbage Collection Vehicles. They will monitor the system and will communicate and coordinate with the ward officer for resolving of the issue. He will report the violations if done by any Garbage Collection Vehicle and at the end of the day he will submit the desired report like pick of particular bin done by vehicle or not with violation report on daily basis.

## ANNEXURE B- CURRICULUM VITAE (CV) OF KEY PERSONNEL

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Name of project

Description of responsibilities

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place (Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Applicant)

**Notes:**

1. Use separate form for each Key Personnel

Each page of the CV shall be signed in ink/ digitally signed/ scanned signed by both the Personnel concerned and by the Authorised Representative of the Applicant firm.



## ANNEXURE C: SPECIFICATION OF LITTER BINS

**Application** – For Litter Collection at Road Side / community areas.

**Bins** – Capacity: 40 Litters x 2 ( $\pm 1.5\%$ ) each

**Material:** Stainless Steel SS-304-20 Gauge, (0.9 mm) perforated Sheet

**Dimension:**

(S.S. Bin)

Diameter    Height

330 mm    450 mm

**Pole:** Material: Stainless Steel -304 (8% Nickel)

Rectangular section of pole,

Square: 50 MM X 25 MMX 18 Gauges

Height: 1450 MM+ 300 MM inside the ground

Thickness: 18 Gauge (1.2 MM)

**Bottom Plate:** Not less than 100 X 100 X 6 MM fabricated at bottom of both vertical members shall be fit with arc welding / argon welding for grouting.

**Design:** Oscillating movement which enables emptying of Bins from both side. Movement must be easy and stress free.

High Impact Strength: Rough & Tough

User friendly design without sharp corners or welds.

**Lid:** Fix Lid as shown in drawing

Material –SS-304 20 Gauge,(0.9 mm)

**Colour:** Polished Mat

**Durability:** Reusable, washable, absolutely smooth and sanitary to satisfy the critical needs of SWM

**Branding:** Top panel front side – clean PCMC with SBM logo

Top panel back side – स्वच्छ महाराष्ट्र अभियान in Marathi with logo

On Bin Front side - Wet waste (green) & dry Waste (grey)

On bin back side – ओला कचरा व सुका कचरा

Bottom Plate front side - Clean PCMC Healthy PCMC

Bottom Plate back side - स्वच्छतमिध्यमिदरता in Marathi

**Drawing:** Enclosed herewith.

**Visual Inspection**

- 1) Volume & Weight Test
- 2) Thickness Test

**Testing Of Tender Sample**

Must submit the sample along with pre-tested report.

**Installation on Site:** In concrete min. 1 foot below ground.

**Maintenance:** The maintenance shall cover repair and replacement against physical damage and theft for the period of 5 years. The sticker on the front panel, back panel and litter bins (wet & dry) shall be replaces on annual basis.

Figure 1: Drawing of the litter bins

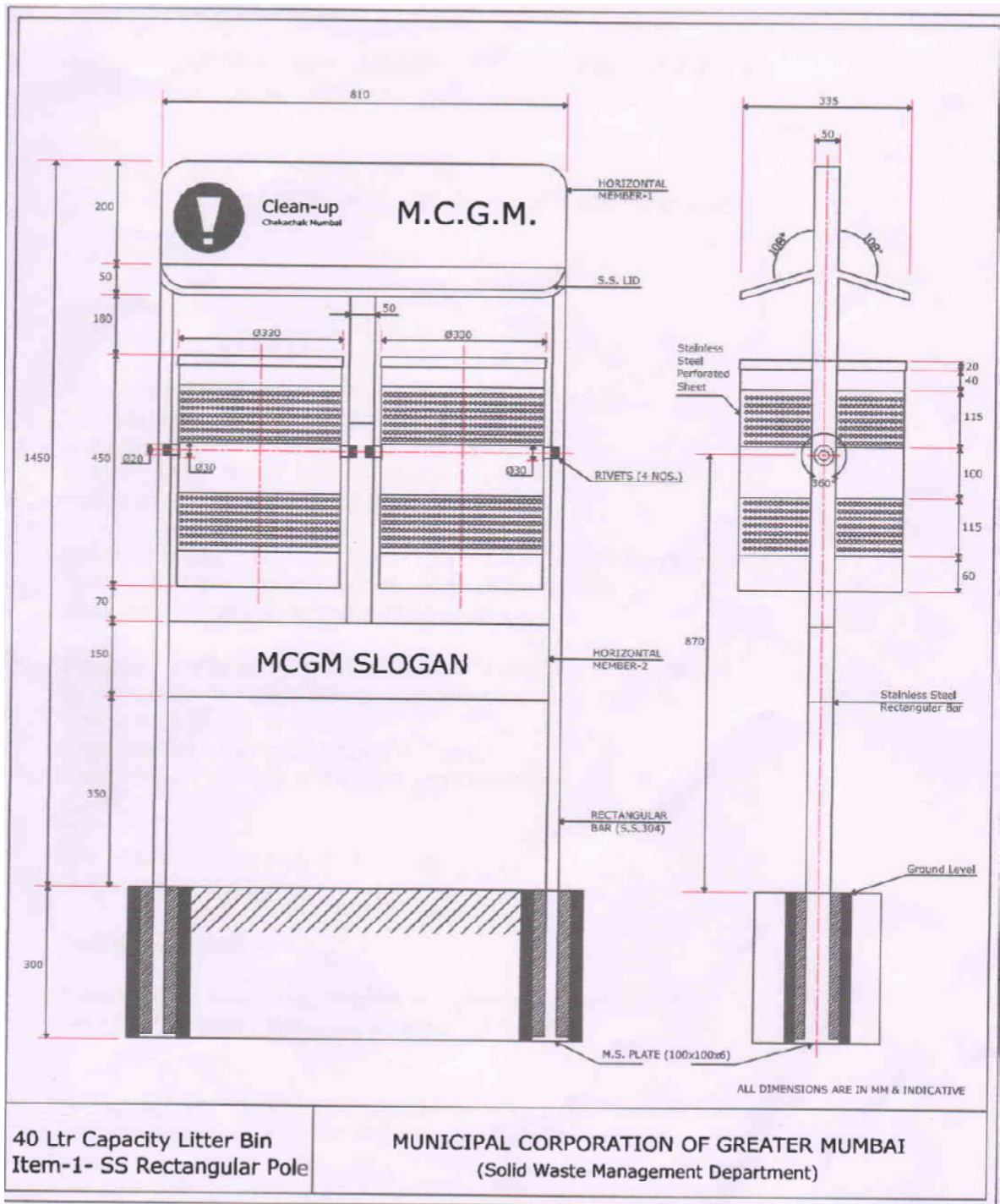


Figure 2: Picture of the installed litter bin

**ITEM-1 (Stainless Steel 304- Rectangular Pole Mounted Dual Litter Bins)**



**Volume 2 - CONCESSION AGREEMENT**

## TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION .....	89
2	THE CONCESSION AGREEMENT .....	94
3	CONDITIONS PRECEDENT .....	118
4	HANDOVER OF EXISTING PROJECT FACILITIES.....	120
5	PROJECT OFFICER .....	121
6	CONCESSIONAIRE’S OBLIGATIONS .....	123
7	PCMC’S OBLIGATIONS .....	133
8	MONITORING AND PERFORMANCE EVALUATION .....	133
9	PAYMENTS.....	139
10	ACCOUNTS AND AUDITING .....	144
11	FORCE MAJEURE.....	144
12	EVENTS OF DEFAULT AND TERMINATION .....	147
13	HAND BACK AND TRANSFER REQUIREMENTS .....	149
14	JOINT COMMITTEE .....	150
15	DISPUTE RESOLUTION .....	150
16	REPRESENTATIONS AND WARRANTIES .....	151
17	MISCELLANEOUS.....	152

## TABLE OF SCHEDULES

SCHEDULE A:	APPLICABLE PERMITS .....	156
SCHEDULE B:	MIRCO PLAN .....	157
SCHEDULE C:	INVOICING FORMAT .....	157
SCHEDULE D:	SOLID WASTE DATA COMPILATION FORMAT .....	159
SCHEDULE E:	EXISTING VEHICLES PROVIDED BY PCMC .....	162
SCHEDULE F:	ELECTORAL WARD IN THREE ZONES OF PCMC.....	168
SCHEDULE G:	PERFORMA OF PERFORMANCE SECURITY .....	168
SCHEDULE H:	DETAILS OF PARKING, WORKSHOP AND TRANSFER STATION AREA.....	171

The Concession Agreement mutually agreed and entered into on this \_\_\_\_ day of \_\_\_\_ (month), Two thousand and Sixteen at Pimpri.

**BETWEEN**

Pimpri Chinchwad Municipal Corporation (hereinafter referred as “Corporation”), having its principal office at Pimpri Chinchwad Municipal Corporation main building, Pune Mumbai Road, Pimpri - 411018 and represented by Shri \_\_\_\_\_, the Joint Commissioner of Pimpri Chinchwad Municipal Corporation hereinafter called the “Jt. Commissioner” in which expression are included unless such inclusion is inconsistent with the context, his successor or successors for the time being holding the office of the Jt. Commissioner and in view of the powers delegated to the Jt. Commissioner by the Commissioner vide his Order no. /, of ONE PART,

**AND**

\_\_\_\_\_, a company<sup>1</sup> incorporated under provisions of the Companies Act, 2013, having its Registered office at \_\_\_\_\_, (And/or) \_\_\_\_\_, a trust<sup>2</sup> registered under the \_\_\_\_ Act, having its Registered office at \_\_\_\_\_, hereinafter referred to as “Concessionaire” which expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

**WHEREAS**

<sup>1</sup> In case of a Consortium, the Lead member would be required to sign the Agreement.  
<sup>2</sup> In case of the Bidder is a Registered Trust

1. Pimpri Chinchwad Municipal Corporation (PCMC) is responsible for providing municipal and civic services, which includes the segregated collection, transportation, treatment and disposal of Solid Waste (SW) generated in the Pimpri Chinchwad city;
2. The Ministry of Environment and Forests (MoEF), Government of India (GoI), has formulated the Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016 (hereinafter referred as SW Rules), which makes it mandatory for every municipal authority (as defined in SW rules) to implement a scientific solid waste management system wherein Solid Waste is duly collected, transported and processed and the residual inert/ bio-degradable waste matter is disposed in accordance with the said rules.
3. PCMC is desirous of improving the solid waste management services for Pimpri Chinchwad city. For meeting the aforesaid objective, PCMC plans to establish a segregated collection and transportation system through service sector participation;
4. For this purpose, PCMC had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from several Bidders including the Concessionaire for implementing the Project.
5. PCMC, after evaluating the aforesaid Proposals accepted the Proposal submitted by the Concessionaire & submitted to the Standing Committee of PCMC for approval. The Standing Committee of PCMC has accepted the Proposal of the Concessionaire for managing SWM service in the city by its resolution no. \_\_\_\_\_ dated \_\_\_\_\_, 2017.
6. PCMC after evaluating the aforesaid Proposals and subsequent approval from the Standing Committee issued Letter of Award vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ to the Concessionaire for implementing the Project.
7. The Corporation confirms the receipt of
  - a. An amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Crore only) as Performance Security in the form of bank guarantee number \_\_\_\_\_, drawn from <bank name & branch address> dated: \_\_\_\_\_, valid till \_\_\_\_\_, in favour of Pimpri Chinchwad Municipal Corporation for the performance of the obligations under this Agreement
8. The Parties hereto are required to enter into the Concession Agreement being these presents to record the terms, conditions and covenants of the Concession Agreement.

NOW THIS AGREEMENT witness as follows:

## **1 Definitions and Interpretation**

### **1.1 Definitions**

1. **Affected Party:** shall mean the party claiming to be affected by a Force Majeure event in accordance with clause 11.
2. **Agreement:** shall mean this Concession Agreement and including schedules hereto. (i) Request for Proposal (RFP) (ii) Bidder's submission to RFP (iii) terms and conditions of Agreement (iv) work specifications (v) offer of the bidder (vi) schedules to the Agreement (vii) any correspondence exchanged with respect to this Agreement.

3. **Applicable Law:** shall mean all laws in force and effect, including the Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016, as of date hereof and which may be published or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/ Concessionaire.
4. **Applicable permits:** shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Concessionaire under applicable law, in connection with the project during the subsistence of this Agreement.
5. **Arbitration Act:** shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
6. **Authority:** Means any agency, legislative, judicial or executive authority, public or statutory person, whether autonomous or not, of the GoI (Government of India) or GoM (Government of Maharashtra) or any local authority including the PCMC, its division or any other sub-division or instrumentality or any thereof.
7. **Biodegradable substance:** Shall have the meaning as ascribed to it under the Solid Waste Management Rules 2016.
8. **Commencement Date:** shall mean the date of signing of this Agreement.
9. **COD:** shall mean the Commercial Operations Date of the Project which shall be the date on which the Project Officer has issued the Readiness Certificate.
10. **Commissioning Period:** shall mean the period from the Commencement date to the COD.
11. **Concession Period:** shall mean a period of 8 (eight) years from the Commercial Operation Date.
12. **Concessionaire:** means M/s-----, a company/ trust/ society having its registered office in ---- who has been appointed as “Concessionaire” by Pimpri Chinchwad Municipal Corporation for the Project, includes the Concessionaire’s personnel, representatives, successors and permitted assignees.
13. **Consortium:** shall mean the consortium consisting of <<enter consortium partner’s/partners’ name>> forming/acting pursuant to the Joint Deed Agreement dated <<enter the date of JDA of Consortium>> entered into by them, for the purpose of submitting their proposal for undertaking the project.
14. **Door to Door Collection:** shall mean collection of Solid Waste from residential, slums, vegetable/ fruit markets, slaughter house, fish/ chicken/ mutton shops, commercial, institutional, gardens, Maharashtra Industrial Development Corporation (MIDC) area, open dumping points, public places and any other areas not excluded elsewhere in this document that lies in the A, B & D Zones of PCMC.
15. **Emergency:** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project or which poses an immediate threat of material damage to any of the Project Facilities.



16. **Encumbrance:** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the project, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges.
17. **Financial Closure:** shall mean that point of time when the Concessionaire has secured the financing for the project either through equity or debt and is in possession of financing documents to prove the same, copies of which need to be provided to PCMC to prove that the finances are readily available for the project.
18. **Financing Documents:** shall mean collectively the set of documents evidencing the owners' and/or Lenders' commitment to finance the Project.
19. **Good Industry Practice:** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations as under this Agreement, which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof, of any of them of a project similar to that of the Project.
20. **Government Agency:** shall mean Government of India (GoI), Government of Maharashtra (GoM), Pimpri Chinchwad Municipal Corporation or any other state government or central government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over the Concessionaire, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.
21. **Lead Member:** In case the Concessionaire is a Bidding Consortium, the Lead Member (LM) shall be that Consortium Member vested with the prime responsibility of operating and maintaining the Project. The Lead Member shall necessarily make the maximum equity contribution in the Project Company, and this equity contribution shall not be less than 51 %.
22. **Lenders-** shall mean the persons who, from time to time, have provided or provide funds, if any, to the Concessionaire for financing any part of the project, together, in each case, with their respective successors and assigns.
23. **Letter of Award:** shall mean the letter issued by PCMC to the successful bidder.
24. **Material Adverse Effect:** shall mean a material adverse effect on
  - i. The ability of the Concessionaire to exercise any of its rights to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
  - ii. The legality/validity, binding nature or enforceability of this Agreement
25. **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.
26. **SW:** Shall means Solid Waste have the meaning ascribed to it under the Solid Waste Management Rules 2016.

27. **SW Rules:** shall mean the Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016 and includes any amendments thereto and additions made from time to time.
28. **Parties:** means the parties to the agreement and “party” means one of them, as the context may admit or require.
29. **Performance Security:** means the deposit provided by the Concessionaire as a guarantee for the performance of its obligations and is in accordance with clause 6.1.1.
30. **Performance Parameters:** shall mean the parameters as set forth in Section 8.3;
31. **Person:** means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or government agency or any other legal entity.
32. **Primary collection:** shall mean:
  - a. Collection of segregated SW at generators doorsteps. In case of housing societies or commercial complex it shall be the gate of the housing society/ commercial complex.
  - b. Transfer of segregated SW from generators to collection points.
33. **Project:** shall mean operation and maintenance of the project facilities for managing the scope of work as per clause 2 and in accordance with the provisions of this Agreement.
34. **Project Company:** means a company to be incorporated under the Indian Companies Act, 2013 for the purpose of this Project. In case the Concessionaire is a Bidding Consortium, the Lead member and the Technical Member shall hold an equity stake of not less than 51% and 26% respectively in the Project Company.
35. **Project Officer:** shall mean a dedicated team of PCMC officials comprising respective officials of the zone for the Project Area, who will be headed by the Jt. Commissioner who are competent to act as Project Officer for supervision and monitoring of compliance, more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in the work specifications.
36. **Project Area** shall mean all the electoral ward areas under A, B & D zone of PCMC. For scope of work as per clause 2, the Project Area shall be the three zones area within the city.
37. **Project Facilities:** shall mean the vehicles provided for SW collection & transportation, additional vehicles deployed by Concessionaire and any other facility/ assets provided by PCMC or developed by the Concessionaire for operation and maintenance of the Project.
38. **Readiness Certificate:** shall mean the certificate issued by the Project Officer certifying inter alia, that:
  - i. The Concessionaire has employed the necessary manpower for effective and efficient execution/discharge of his duties/obligations and has registered the drivers, employees, superintendent and field supervisors with the biometric attendance system of PCMC.
  - ii. The Concessionaire has obtained all approvals necessary to collect and transport municipal solid waste.

- iii. The Concessoinaire shall have insured the Vehicles provided by PCMC.
  - iv. The Concessionaire has entered into an Annual Maintenance Contract (AMC) as detailed in clause 6.2.2(1)
- 39. **Recyclable Waste:** shall mean that part of SW that can be transformed into raw materials for producing new products, which may or may not be similar to the original products.
  - 40. **Route:** shall mean each street/road that the Concessionaire has mentioned in the Micro Plan submitted by him for carrying out segregated collection, transportation of solid waste.
  - 41. **Secondary collection:** means transfer of SW from collection bins to SW Depot at Moshi.
  - 42. **Segregation:** shall mean have the meaning ascribed under the Solid Waste Management Rules 2016.
  - 43. **Sub Contractor:** shall mean any person with whom the Concessionaire has entered into/may enter into any material contract in relation with the O&M requirements for this project.
  - 44. **Tax:** shall mean and include all taxes, fees, cesses, levies, charges that may be payable by the Concessionaire under the applicable law.
  - 45. **Technical Member:** In case the Concessionaire is a Bidding Consortium, the Technical Member would be the Consortium Member who has been evaluated for Technical Capability and who would make an equity contribution of at least 26% in the Project Company.
  - 46. **Termination:** shall mean the 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.
  - 47. **Termination Date:** shall mean the date specified on the termination notice as the date on which the termination occurs.
  - 48. **Termination 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.
  - 49. **Tippling Fee:** shall mean the amount quoted in Indian Rupees by the Concessionaire and payable by PCMC to the Concessionaire in consideration for the Project in accordance with clause 9.
  - 50. **Transportation:** shall mean conveyance of SW from point of collection to the SW Depot at Moshi, hygienically in segregated manner through the vehicles provided by PCMC or additional vehicle deployed by Concessionaire so as to prevent foul odour, littering, unhygienic conditions and accessibility to vectors.
  - 51. **Vehicles:** Vehicles provided by PCMC to the Concessionaire for collection and transportation of SW.

## **1.2 Interpretations**

In this Agreement, unless the context otherwise requires

- 1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or

consolidation applies to, or is capable of being applied to any transaction entered into herein under;

2. References to Applicable Laws shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
3. 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, organisations or other entities (whether or not having a separate legal entity);
4. 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;
5. The words “include” and “including” are to be construed without limitation;
6. Any reference to day, month or year shall mean a reference to a Gregorian calendar day, calendar month or calendar year respectively;
7. The schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
8. 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;
9. Reference to recitals, clause(s), sub-clause(s), or schedule(s) in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, clause(s), sub-clause(s), and schedule(s) of or to this Agreement;
10. Any Agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any other party or by Project Officer shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such party or Project Officer in his behalf and not otherwise;
11. 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 and dates.

## **2 The Concession Agreement**

### **2.1 Project Outcome**

PCMC is implementing the Swachh Bharat Mission scheme of Ministry of Urban Development for Solid waste management. As part of the mission objective, PCMC intends to retain the solid waste management service level of 100% door to door collection, 100% transportation of waste and 100% scientific disposal of waste. Further, PCMC intends to comply with all the provisions specified in the following rules published by Ministry of Environment, Forest & Climate Change.

- a. Solid Waste Management Rules 2016;
- b. Bio-Medical Waste Management Rules 2016;
- c. Construction & Demolition Waste Management Rules 2016;
- d. Plastic Waste Management Rules 2016;
- e. E-Waste (Management) Rules 2016 and

f. Hazardous and other Waste (Management and Transboundary movement) Rules 2016. PCMC has concluded that in order to retain the service levels during the next 8 years and ensure compliance to the rules published by the Ministry of Environment, Forest & Climate Change as indicated above, it is important to undertake waste reduction at source of waste generation. In order to ensure waste reduction at source of waste generation, PCMC has decided to undertake three fold action under this Project during the Concession Period of 8 years.

1. **Segregation of Waste** – PCMC has decided to undertake segregated waste collection, on site processing of waste, transportation & disposal in the following categories of waste from the city. The proposed solid waste management plan and deployment of vehicles, manpower and processing infrastructure by the Concessionaire shall all be aligned to achieve the segregation level.
  - a. E-waste: One Tata Ace vehicle shall be reserved for collection of waste per zone. The waste shall be collected on bi-weekly basis through on call system. The waste shall be transported to the Moshi Kachara Depot for storage.
  - b. Green/Garden Waste: One compactor vehicle of 14 Cu. Mtr capacity for each of the three zone shall be reserved for collecting the waste. The waste collection shall be carried out during the second shift from 3 p.m to 6 p.m. The waste shall be transported to the allocated area (green waste processing facility) in each zone and shall be shredded using electric shredder and made into compost.
  - c. Hotel/food Waste: The waste shall be segregated by the generator into wet and dry category. The wet waste shall be collected through 14 cu. mtr. compactor during the first shift. Two compactor of capacity 14 cu. mtr. per zone shall be provided to collect the wet waste from hotels. The wet waste shall be transported to the food waste processing site at Moshi kachra depot. The compactor vehicle shall have leachate collection tank and shall be covered for collection and transportation of waste. The leachate shall be collected at the leachate treatment facility at Mechanical Composting Plant or nearest sewerage treatment plant. The dry waste shall be collected in separate vehicle during the first shift. This services shall be provided to the small companies having canteens/hotels in the MIDC area also.
  - d. Vegetable Market Waste: The vegetable market waste shall be collected in the 4.5 cu. Mtr. collection bin and shall be transported using the dumper placer vehicle in the first shift. The waste shall be transported without mixing with other waste to the Vermi Composting facility at Moshi Kachara Depot.
  - e. Chicken/Mutton/Fish shop or market waste: The waste shall be segregated by the generator into wet and dry category. One vehicle of 3 Cu. Mtr capacity for each of the three zone shall be reserved for collecting the waste. The waste collection shall be carried out during the first shift and the waste shall be transported to the Moshi kachra depot.
  - f. Street Vendor/ Hawker Waste: Two vehicle of 3 Cu. Mtr capacity for each of the three zone shall be reserved for collecting the waste. The waste collection shall be carried out during the second shift from 6 p.m to 11 p.m. The waste shall be transported to the 4.5 cu. mtr collection bin for storage and next day the waste from the collection bin be transported to the Moshi kachra depot.

- g. Slum Area waste: The waste shall be collected as mixed waste using tata ace tipper vehicle or using handcart containing two 40 litre bins. The waste shall be collected during the first shift and transferred to 4.5/1.1 cu. mtr collection bin or directly to the mixed waste compactor. The waste shall be transported to the Moshi Kachara depot.
- h. Mixed Waste: The waste generated from slums, street sweeping, gutter cleaning in slums or gaothans, hawker/street vendor waste, waste collected in 4.5/1.1/1 cu. mtr. or other collections bins and waste collected through cleanliness drives on open plots, streets etc. shall all be categorised as mixed waste. The waste shall be collected and transported to the Moshi Kachara Depot.
- i. Wet waste: The waste generated by the household (other than slum), malls, shops, offices, mangal karyalaya and companies shall segregate the waste into three categories – wet waste, dry waste and hazardous waste. The wet waste shall be collected every day in the first shift using 7 cu. mtr. compactor or tata ace tipper vehicle and shall be transported to the bio composter plant in the area for processing or to the transfer station or to higher capacity compactor for transportation to the Moshi Kachara Depot. The wet waste shall not be mixed with the dry waste during collection, transportation, at transfer station or at the moshi kachara depot before processing. All the vehicles deployed shall have leached collection tank and shall be covered for transportation of wet waste. The leachate shall be collected at the leachate treatment facility at Mechanical Composting Plant or nearest sewerage treatment plant.
- j. Dry Waste: The waste generated by the household (other than slum), malls, shops, offices, mangal karyalaya and companies shall segregate the waste into three categories – wet waste, dry waste and hazardous waste. The dry waste shall be collected every alternate days in the second shift (5 p.m to 10 p.m) using 14 cu. mtr. compactor or tata ace tipper vehicle and shall be transported to the transfer station for segregation or to higher capacity compactor for transportation to the Moshi Kachara Depot. The dry waste shall not be mixed with the wet waste during collection, transportation, at transfer station or at the moshi kachara depot before processing.
- k. Hazardous Waste: The waste generated by the household (other than slum), malls, shops, offices, mangal karyalaya and companies shall segregate the waste into three categories – wet waste, dry waste and hazardous waste. The hazardous waste of household shall be collected twice a week in the second shift and shall be stored at the transfer station separately and shall be transported or disposed off either at Moshi Kachara Depot or other waste processing facility. The hazardous waste of the companies or industries shall not be collected or transported.
- l. Debris: The debris lying in the city shall be collected using tipper vehicle of capacity 8 cu. mtr on the instruction of the zonal officer. One tipper vehicle per zone of capacity 8 cu. mtr. shall be provided for the collection of the debris. The zonal officer of the zone shall prepare the debris collection plan in advance and provide it to the

operator for implementation. The debris shall be transported to the location identified within the zone or to the C & D waste processing facility at the Moshi Kachara Depot. Excavators cum loaders shall be provided for loading bulk debris.

2. **Encouraging Decentralised Waste Processing and Management** – PCMC intends to implement onsite waste processing by the waste generator and provide services to the waste generator regarding technology for implementation and purchase of byproducts if any. To ensure this implementation, PCMC shall enforce segregation of waste by the waste generator at source into wet and dry waste categories and levy user charges as per the provision of the rules and Acts. Further, PCMC through the Concessionaire intends to involve individuals, NGOs, agencies, companies etc. who would implement wet waste composting at household/waste generation level using the existing technologies, procure its byproduct and further provide door to door dry waste procurement service to waste generator by establishing call centre, deploying special vehicles and manpower. PCMC also intends to modify its building bye-law to make it mandatory for all the new construction permission to have inhouse waste composting facility. By implementing this strategy, PCMC intends to reduce its waste collection service from daily basis to bi-weekly basis.
  
3. **Capacity Building & Awareness Generation** – PCMC intends to create advocacy regarding the reduction of waste at source of waste generation among the products manufactures, NGOs, RWAs, corporate houses, elected representatives and citizens. PCMC has termed this method of waste reduction as “Circular Economy Method for Waste Management”. The Concessionaire shall create documentary evidences on waste reduction and waste management on different waste categories in the city and propagate this learning through onsite consultation with waste generators (citizens, industrial houses, institutions etc.), entrepreneurs, NGOs, RWAs etc.

## **2.2 Project Implementation Plan**

To migrate from the existing system of waste collection, transportation, centralised processing and disposal to the new system of segregated collection as per the above categories, maintenance of segregation during transportation till processing, onsite decentralised processing and dry waste procurement service, the Concessionaire shall prepare the Implementation Plan on annual basis and get it approved by the Project Officer. PCMC has prepared the implementation plan for this agreement to act as reference for evaluating the performance of the Concessionaire. The plan has been prepared by assuming depreciation rate of 12.5 % for vehicles and increase in waste generation at the average rate of 4.9% (considering rate of increase in the past 7 years from FY 2008-09 to FY 2015-16). The estimation of waste generation in the tenure of the contract is indicated in Table 1 below.

**Table 1 :Generation of Waste**

<b>Waste Composition</b>	<b>FY 2017-18</b>	<b>FY 2018-19</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>
Food & Garden Waste – 52%	445	465	485	505	525	545	565	584
Wood – 10.5%	90	94	98	102	106	110	114	118
Plastic – 9.20%	79	82	86	89	93	96	100	103
Textile – 9.16%	78	82	85	89	92	96	99	103
Rubber – 4.20%	36	38	39	41	42	44	46	47
Glass – 3.80%	33	34	35	37	38	40	41	43
Paper & Themocol – 2.70%	23	24	25	26	27	28	29	30
Metal – 1.24%	11	11	12	12	13	13	13	14
Debris – 7.10%	61	63	66	69	72	74	77	80
<b>Total Waste in TPD</b>	<b>856</b>	<b>894</b>	<b>933</b>	<b>971</b>	<b>1009</b>	<b>1048</b>	<b>1086</b>	<b>1124</b>

Note: The waste composition is based upon the analysis presented under Solid Waste Managaemnet DPR of PCMC under Swachh Bharat Mission.

Considering the waste generation in the ultimate year of the contract i.e FY 2024-25, the project implementation plan for segregated waste collection and segregated transportation of waste for processing is presented in Table 2 below considering that 50% waste shall be generated from A, B & D Zone of PCMC.



The vehicle requirement presented in the Table 2 is assessed assuming that the existing vehicle will have the useful life till the tenure of contract i.e till FY 2024-25. However, to decide the requirement of additional vehicle to be provided by the Concessionaire, the depreciation of 10% i.e 10 years as useful life of vehicle is considered. The requirement of infrastructure to be provided by the concessionaire during the contract is presented in table 3 below.

**(This part is intentionally left blank.)**

**Table 2: Implementation Plan A, B & D Zone of PCMC**

Category of Waste	Waste Composition	Waste Generated	No. of Daily Trips	Timing for Work	Segregated Primary Collection					Storage of Waste			Segregated Transportation of Waste			
					Tata Ace (No. & Handling Capacity)	3 Cu. Mtr. Tipper (No. & Handling Capacity)	7 Cu. Mtr. Compactor (No. & Handling Capacity)	14 Cu. Mtr. Compactor (No. & Handling Capacity)	Tipper Vehicle (8 Cu. Mtr.)	1 & 1.1 Cu. Mtr Bins	4.5 Cu. Mtr Bins	MRF/ Transfer Station/ Green waste facility	Dumper Placer	14 Cu. Mtr. Compact or	18 Cu. Mtr. Compact or	Bulk Refuse Carrier (BRC)
<b>Waste Handling Capacity in Ton Per Trip</b>					<b>0.35</b>	<b>2.5</b>	<b>4.5</b>	<b>6</b>	<b>12</b>	<b>0.25</b>	<b>1.2</b>	<b>200</b>	<b>1.2</b>	<b>6</b>	<b>9</b>	<b>20</b>
Chicken/Mutton/ Fish shop or market waste	1%	6	2	1st Shift (7 a.m to 3 p.m)		3 (15T)										
Street Vendor/ Hawker Waste (Mixed)	3%	17	2	2nd Shift (6 p.m to 11 p.m)		6 (30 T)					29 (34.8 T)		2 (36 T)			
E-waste	1.5%	8	4	Bi weekly	3 (4.2 T)						4 (4.8T)		1 ( 4.8 T)			
Hotel/food Waste	2.70%	15	1	1st Shift (7 a.m to 3 p.m)				06 (36 T)								
Vegetable Market Waste	2.50%	14	2	1st Shift (7 a.m to 3 p.m)							13 (15.6T)		2 (24 T)			
Green Waste	10%	56	2	2nd Shift (3 p.m to 6 p.m)				05 (60T)				Green waste processing facility (3 Nos)				
Slum Area waste (Mixed)	8%	45	4	1st Shift (7 a.m to 3 p.m)	33 (46.2 T)						38 (45.6T)				3 (54 T)	
Other Mixed Waste	31%	174	4	1st Shift (7 a.m to 3 p.m)	83 (116 T)	6 (60 T)						Transfer Station (1 Nos)				5 (200 T)
Wet waste	22.5%	126	2	1st Shift (7 a.m to 3 p.m)			14 (126 T)					30 T at Bio Gas Plant (3 Nos)			6 (108 T)	
Dry Waste	10%	56	2	2nd Shift (5 p.m to 10 p.m) - Alternate Day								Transfer Station (1 Nos)			4 (72 T)	
Hazardous Household Waste	1%	6		2nd Shift (5 p.m to 10 p.m)				05 (60 T)								
Debris	7%	39	2	1st Shift (7 a.m to 3 p.m)					3 (72T)							
<b>Total</b>	<b>100%</b>	<b>562</b>														
Infrastructure Required - 80% Inuse					119	15	14	11	3	0	84	8	1	2	13	5
Infrastructure Required - 20% Reserved					30	4	4	3	1	0	21		1	1	4	2
<b>Infrastrutre Requirement - 100%</b>					<b>149</b>	<b>19</b>	<b>18</b>	<b>14</b>	<b>4</b>	<b>0</b>	<b>105</b>		<b>2</b>	<b>3</b>	<b>17</b>	<b>7</b>

**Table 3: Infrastructure Requirement for A, B & D Zones of PCMC**

Sr. No.	Type of Infrastructure	Infrastructure Requirement	Infrastructure provided by PCMC	Additional Infrastructure to be provided by Concessionaire	Tentative Depreciation Schedule for Infrastructure Replacement by the Concessionaire							
					FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
<b>A</b>	<b>Vehicles</b>											
1	Tipper Tata Ace	149	150	-	-	-	-	150	-	-	-	-
2	Tipper (3 Cu. Mtr)	19	0	19	-	-	-	-	-	-	-	-
3	Tipper (8 Cu. Mtr)	4	0	4	-	-	-	-	-	-	-	-
4	Compactor (7 cu. mtr.)	18	0	18	-	-	-	-	-	-	-	-
5	Compactor (14 cu. mtr.)	17	8	9	2	-	-	-	-	-	-	6
6	Compactor (18 cu. mtr.)	17	14	3	5	-	5	4	-	-	-	-
7	BRC	7	3	4	3	-	-	-	-	-	-	-
8	Truck	-	9	-	8	-	-	-	-	-	-	1
9	Dumper Placer	2	10	-	10	-	-	-	-	-	-	-
<b>B</b>	<b>Transfer Station/ Material Recovery Facility</b>											
1	Kasarwadi (4000 sq. mtr)	Civil work, waste handling machinery & vehicles	Open land	Civil work, waste handling machinery for operation & maintenace and vehicles for loading waste								
2	Pimple Nilakh (1500 sq. mtr)		Open land									
<b>C</b>	<b>Storage Bins</b>											
1	4.5 Cu. Mtr.	105	237	Color the bins & wash the bins								
2	1 Cu. Mtr.	0	82									

**Note:** In the depreciation schedule, the Tata Ace tipper shall be replaced by 3 cu. mtr. tipper vehicle, 14 cu. mtr. compactor by equivalent capacity compactor and 18 Cu. Mtr. compactor by equivalent capacity compactor by the Concessioaire as decided by the Concessioanire for undertaking the Project. PCMC shall not make it mandatory for the replacement of the existing vehicle provided by PCMC or provision of additional vehicle by Concessionaire in the Project. However, for non-performance of the Project outcome, the Project Officer shall undertake due action as per the terms of this agreement. The ownership of the replaced vehicle or additional vehicle provided in the project shall be of the Concessionaire. Only the civil work of the transfer station and green waste processing facility shall become the property of PCMC at the end of the project.

The vehicle requirement stated in Table 3 above and the depreciation schedule provided above is prepared so that the Concessionaire shall consider the capital investment required for implementing the project. The implementation plan provided by PCMC is performance based and penalty for non performance shall be levied on the Concessionaire. With better planning, awareness generation on mass scale and good operation & maintenance practice, the Concessionaire can reduce the projected vehicle requirement and replacement of vehicles. The Concessionaire shall prepare on annual basis prepare detailed solid waste zone wise plan for solid waste management.

### **2.3 Details of Project Scope**

The Project shall include developing & deploying vehicle tracking system, city waste management information system, undertaking business process reengineering for waste management in the city and setting up & managing system for daily segregated collection and transportation of waste from the Project Area to SW Depot at Moshi.

The scope of work includes the following.

#### **1. Part A: Creating process & system for Waste Management for the entire city:**

- a. **Vehicle Tracking System (VTS) for all Waste Management Vehicles in the city.**

The Concessionaire shall provide, install, operate, maintain and manage the vehicle tracking system for all waste management vehicles in the city. The total number of solid waste management vehicles on which VTS needs to be deployed are 466 as per the Implementation plan for the entire city. The Concessionaire shall be responsible for deploying, operate and manage, the VTS system on all vehicles used for waste management in the city. The technical specification of the VTS system are enclosed as Annexure A. The following activities shall part of VTS scope of work.

  - i. The Concessionaire at its own cost shall maintain stock of VTS hardware and software for maintaining the downtime of less than 12 hours for individual vehicles and 24 hours for overall system.
  - ii. Shall develop and go live the VTS system within 6 month of work order. The Concessionaire shall obtain Project Implementation Certificate (PIC) from DIT department of PCMC. Subsequently from the date of PIC provide 18 month of comprehensive support for system stabilization. And subsequent to the 18 month period, provide Operation & maintenance support till the end of the Concession Period. System Requirement Specification (SRS) shall be approved by the DIT department and Project Officer at the designing stage for the work.
  - iii. Provide one technical person in each zone office (six technical persons) and one in head office for resolving the issues related to VTS system during the Concession Period.
  - iv. Provide, supply, install and maintain, seven numbers of Central Monitoring and Control Centre for waste management. The Concessionaire shall provide and install at each centre an LED screens of 41 inch width and full HD capability.
  - v. Provide training to PCMC staff for operation & maintenance of the VTS system.

- vi. Provide software developer for end to end integration of VTS system with the proposed GIS system of PCMC and ERP of PCMC.
  - vii. Integrate the Waste Management zones and route chart on the available GIS system/ Google map.
  - viii. Develop standard and customized report and dash board for monitoring the waste management through the VTS system.
  - ix. The Concessionaire shall bear all expenses related to operation and maintenance of the VTS system including expenses of data, sms packages and network connectivity.
  - x. At the end of the Concession Period, all the hardware and software developed and deployed for VTS shall become the asset of PCMC.
- b. **City Waste Information Management System for the entire city:** PCMC through an operator is developing a GIS integrated, web based and mobile based waste management system for operating & managing the complete waste management process & system from collection of waste from generators in the city to processing & disposal of different streams of waste in the entire city. The Concessionaire shall have to use the application, provide training to its staff and capture details for waste management of the A, D & F Zones using the web based & mobile based application on the platform developed by PCMC during the tenure of the contract. The following activities shall for part of the scope of work for City Waste Management Information System.
- i. Use the web based and mobile application to provide complete work flow for waste management for tracking of waste from generation to disposal.
  - ii. Provide data of A, D & F zones for developing service monitoring dashboards.
  - iii. Using the mobile based application to capture the field waste management data, undertake biometric attendance of its staff, develop Service level benchmark of MoUD for Solid Waste Management, undertake household survey for service quality, provide report regarding waste nuisance, capture photo along with locational coordinates during waste collection & transportation operations, capture citizen feedback and create daily waste reports.
  - iv. Use the processes for complete monitoring of day to day operation of waste management using mobile based devices. Covering every aspect of waste management through field/ground staff from road sweeping (physical & mechanical), door to door waste collection, waste transportation, processing, disposal, complaint management, reporting instances of default, duty management, salaries & payments of both internal & external agencies, nuisance reporting, route inspection etc.

- v. Capture latitude and longitude of each waste generators and creating GIS map for all the three zones (i.e A, B & D zone) of PCMC. Undertaking field survey using mobile devices.
- vi. Develop .kml and .shp file format of vehicle route chart.
- vii. Use the process and system for measuring MoUD's Service Level Benchmark parameters, waste zone/ward wise on six monthly basis with data reliability of A scale.
- viii. Use the process & system for generation of report from the system for levying monthly penalty under the contract.
- ix. Use the mobile based bio-metric attendance system with photo, time stamp, geo code and unique ID.
- x. Generate unique waste generator ID for each waste generator along with generating waste bin IDs in the city through field survey using mobile devices and integrate with the database of PCMC's Property Tax ID and Water Consumer ID using the application.
- xi. Using the application undertake the registration of waste recyclers and waste pickers and capture their existing operations, system and process.
- xii. Use the system for Complaint Management & redressal.
- xiii. Use the system for mapping and reporting of open dumping locations, vehicle maintenance record, insurance etc.
- xiv. Develop the waste management survey format for capturing the citizen's feedback using the application and monitoring of waste management system performance.
- xv. Use the system dashboard for monitoring daily, weekly and monthly, quarterly and annual solid waste zone wise waste reports.
- xvi. The Concessionaire shall provide, supply and maintain during the Concession Period, with each waste management vehicle an android based mobile devices/tablet with minimum 5 MP cameras, 3G/4G network connectivity, protective casing and unlimited data usage for operating the mobile based application of city waste management information system. The Concessionaire shall bear the cost of mobile device and monthly charges for data connectivity and its maintenance.
- xvii. Provide training to PCMC staff for managing the web based and mobile based application.
- xviii. Shall support the PCMC's agency in effective implementation of web and mobile based City Waste Information Management System.

**c. Construction, development, operation and maintenance of Material Recovery Facility (MRF)/ Transfer Station**

- i. The Concessionaire shall undertake all activities for the construction, development, operation and maintenance of Material Recovery Facility/ Transfer Station at Kasarwadi STP (area 4000 sq. mtr.) and Pimple Nilakh (1500 sq. mtr.) for managing the waste collection and transportation in the city.
- ii. The complete area of MRF/ transfer station shall be covered by shed/brick works and all waste handling at the MRF/ transfer station shall be undertaken within the covered premises.
- iii. The construction and development of MRF/ transfer station shall be completed within 1 year of handover of land to the Concessionaire.
- iv. The Concessionaire shall at its own cost appoint a licensed architect and structural designer for the work.
- v. The Concessionaire shall at its own cost get approval on the structural design of the MRF/ Transfer station before undertaking the construction from 3<sup>rd</sup> party government approved agency.
- vi. At the end of contract, the civil work shall become the property of PCMC.
- vii. The specification for the civil work & operation and maintenance of the MRF/ transfer station shall be as indicated below.
  - a. **Civil work** – All civil works for respective Items shall be with standard specification laid down in the PWD Manual. Civil work including shed with tubular section of TATA/SAIL/JINDAL or equivalent make, unloading platform, brick walls, flooring, Powder coated Aluminium Sliding Door and windows with toughened glass & M.S grill, electrical fitting, with good quality roofing sheets including all necessary electrical LED fitting, fan, exhaust fan etc. , security room, workers room, toilets (male & female), leachate collection and drainage system, water connection and ancillary works etc. as directed by Engineer Incharge inclusive of all taxes as and when applicable such as S.T, LBT, cess etc. complete.
  - b. **Operation & Maintenance** – Operation and maintenance for 8 years, 24 Hrs MRF/transfer station. O&M including all labour, electricity charges, equipment's, materials etc. inclusive of all taxes as and when applicable such as S.T, LBT, cess etc. complete.
  - c. The operator shall deploy its machinery/vehicles/equipment's/manpower for waste handling at the transfer station. Each transfer station shall have the facility for both dry waste and wet waste management.

**d. Development, operation and maintenance of green waste processing facility for green waste**

- i. The Concessionaire shall undertake all activities for the construction, development, operation and maintenance of green waste processing facility at the following three locations in the city for generating compost from the green waste.

- a. Near Durgadevi Hill for A Zone.
  - b. Waste collection centre at Thergoah for B Zone.
  - c. Pimple Nilakh STP for D Zone.
- ii. The complete area of green waste processing facility shall be covered by shed/brick works and all waste handling at the processing facility shall be undertaken within the covered premises.
  - iii. The construction and development of green waste processing facility shall be completed within 1 year of handover of land to the Concessionaire.
  - iv. The Concessionaire shall at its own cost appoint a licensed architect and structural designer for the work.
  - v. The Concessionaire shall at its own cost get approval on the structural design of the green waste processing facility from 3<sup>rd</sup> party government approved agency before undertaking the construction.
  - vi. The Concessionaire shall provide appropriate manpower, machinery, equipment's, electrical connection, compost pit/ composter barrel etc. for the preparation of compost from the green waste generated within the respective zones in the city during the contract.
  - vii. The concessionaire shall install of appropriate capacity vehicle mounted/ stationary shredder machines for shredding the green waste for compost and bear all the cost for operation and maintenance of the facility for the three location to manage daily green waste generated in the city.
  - viii. At the end of contract, the civil work shall become the property of PCMC.
  - ix. The specification for the civil work & operation and maintenance of the green waste processing facility shall be as indicated below.
    - a. **Civil work** – All civil works for respective Items shall be with standard specification laid down in the PWD Manual. Civil work including shed with tubular section of TATA/SAIL/JINDAL or equivalent make, unloading platform, brick walls, flooring, Powder coated Aluminium Sliding Door and windows with toughened glass & M.S grill, electrical fitting, with good quality roofing sheets including all necessary electrical LED fitting, fan, exhaust fan etc. , security room, workers room, toilets (male & female), leachate collection and drainage system, water connection and ancillary works etc. as directed by Engineer Incharge inclusive of all taxes as and when applicable such as S.T, LBT, cess etc. complete.
    - b. **Operation & Maintenance** – Operation and maintenance for 8 years, 10 Hrs green waste processing facility. O&M including all labour, electricity charges, equipment's, materials etc. inclusive of all taxes as and when applicable such as S.T, LBT, cess etc. complete.
    - c. The operator shall deploy its machinery/vehicles/equipment's/manpower for waste handling at the green waste processing facility.
  - x. The Concessionaire shall be free to sale the compost and keep its proceeds or transport the compost to nearby PCMC garden for disposal.



**2. Part B: Undertake Capacity Building & Awareness Generation for waste management in the entire city.** The following activities are included in the scope of Capacity Building and Awareness Generation.

- i. Provide full-time separate & dedicated manpower during the contract period for undertaking capacity building & awareness generation scope of work for Waste Management as per the post, qualification and experience specified in the table 4 below. The team shall not be deployed for regular waste collection and transportation work as indicated in Part C.

**Table 4: Manpower requirement for Capacity Building & Awareness Generation**

Sr. No	Designation	No. of post	Nature of Work	Qualification & Experience
1.	Director cum Advisor	1	1. Developing BPR plan of Action considering the Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016.  2. Develop waste management policy/bye laws for PCMC for implementation, management and compliance to the provision of the above rules.  3. Develop manuals, process and systems for effective implementation of the above rules.  4. Undertake stakeholder	Post Graduate/ Graduate in Urban Planning/ Environment Engineering/Public Finance/ Public Policy/MBA, with at least 7-10 years of experience in solid waste management and sanitation sector.

			<p>consultations and evolve efficient waste management system for the above rules.</p> <p>5. Shall spend minimum 60 mandays per year on the Project.</p>	
2.	SWM Project Manager (Behavior Change) - Onsite	1	<ol style="list-style-type: none"> <li>1. Design waste processes, route plans and monitor its effective implementation.</li> <li>2. Enforce segregated waste processes in collection, storage, transportation and processing of waste.</li> <li>3. Plan IEC activities, ensure timely implementation and prepare monthly outcome reports.</li> <li>4. Develop MIS templates for monthly assessment of SLB parameters of waste management.</li> </ol>	<p>Post Graduate/Graduate in Accounting/Finance/Business Administration/Economics/Project Management/Law or other relevant degree with at least 3-5 years' experience in managing projects and programs.</p>
3.	Zone Enforcement Coordinator - Onsite	3	<ol style="list-style-type: none"> <li>1. Develop IEC material and organize IEC activities in the zones.</li> <li>2. Monitor the process and system of reuse, recycle and segregation at source of waste.</li> </ol>	<p>Post Graduate/Graduate with at least 3-5 years of experience in planning, implementation, assessing, monitoring, and mitigating impacts of programs/projects or planning, implementation, assessing, monitoring the public consultation/ mass communication campaign/ opinion pooling etc.</p>
4.	Supervisors -	6	Undertake IEC activities, training and capacity	Post Graduate/Graduate in

	Onsite		building of stakeholders.  Undertake solid waste behavior and awareness drives & survey for improving service quality.	with at least 2 years of experience in public consultation/ community participation/ event management/ socio-economic survey/ opinion pooling etc.
5.	Media Advisor Cum IEC material developer	1	Develop IEC material and get it dispersed through different media channel.	MBA/Post Graduate/ Graduate in Mass Media/Communication /Journalism field at least 03 years of relevant domain experience.
6.	MIS and Documentation Expert - Onsite	1	Develop information templates and record the information for assessment of outcome.	Post Graduate/graduate/MBA/MCA with at least 2 years of experience in data management with good working knowledge of MS Office.
7.	Data Entry Operator - Onsite	1	Create information record for verification on the system.	Graduate with min. 1 years of experience and good MS Office skills.

- ii. Provide additional manpower of 10 persons twice a week as decided by PCMC along with protective gears, waste collection & transportation vehicles for undertaking cleanliness drives in different zones of PCMC.
- iii. Prepare detailed vehicle route plan, annual waste reduction plan and operations plan for waste management for each of the 32 solid waste zones.
- iv. Design, Operate & Implement, the processes and system for daily solid waste zone wise data collection in the web based system according to the format provided in SCHEDULE D:.
- v. Document, prepare and present the Service Level Benchmarks for Solid Waste Management on the web based system.
- vi. Undertake data compilation on monthly basis for each solid waste zone (32 nos) for following categories of waste generator as per the format enclosed in SCHEDULE D:

Sr. No.	Type of Waste Generator	Sub-Class of Waste Generator	No. of Waste Generator (Nos)	Quantity Of Waste Generated/ Collected (Tons)
1	Bulk Generator	Class I – Hotels, Food Joints & Halls		
		Class II - Institutions		
		Class III – Societies (> 100 flats)		
		Class IV – Societies ( 50-100 flats)		
		Class V – Societies (<50 flats)		
2	Commercial premises	Class A – Industries/ Manufacturing units (>500 employees)		
		Class B – Industries/ Manufacturing units (> 100 - 500 employees)		
		Class C – Industries/ Manufacturing units (<100 employees)		
		Class D – Office Space & Shops		
		Class E – Residential Space & Shops		
		Class F – Malls & Shops		
3	Individual			
4	Slums			

- vii. Considering the above classification of waste generators, design, develop, implement and document the processes and system in PCMC on the Principles of Circular Economy for waste management. The entire value chain from generation, segregation, collection, transportation, processing, recycling and disposal of waste needs to be documented. Undertake consultation with the waste generators, waste recyclers/re-user, technology provider for on waste generation site processing and waste processor to develop appropriate mechanism for waste reduction at source. Develop manuals on circular economy principles for managing the different categories of waste as per the implementation plan.
- viii. Assist in develop waste management byelaws for PCMC for implementing provision for Solid Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016, Construction & Demolition Waste Management Rules 2016, Plastic Waste Management Rules 2016, E-Waste (Management) Rules 2016 and Hazardous and other Waste (Management and Transboundary movement) Rules 2016. Providing assistance for modification in the building bye laws and taxation system for enforcement of waste management byelaws.

- ix. Establish baseline for type, nature (dry/wet/mixed) and quantity of waste generated; type of waste generator; waste collection, waste transportation, waste processing, waste disposal in the entire city within 6 months with evidences created using mobile and web based applications.
- x. Develop IEC material and undertaking awareness drives for the activities specified in Section 15 (zg) of Solid Waste Management Rules 2016 as per the table below for bringing behavior change with various stakeholders in waste management like waste recyclers, waste pickers, waste generators, waste processors etc. Prior approval of Project Officer shall be taken for every planned awareness drive.





<b>Sr. No.</b>	<b>Awareness Activities</b>	<b>Requirement</b>	<b>Number/ Quantity</b>
1	Cleanliness Drives under Swachh Bharat Mission with or without public participation	Provide 10 persons with protective gears, waste collection & transportation vehicles	6 drives per month
2	Printing of colored awareness material (A4 size) for a. Segregation of waste b. Behavior Change regarding littering and dry waste storage		10000 pamphlets on quarterly basis
3	Conduct demonstration drives regarding segregation & on site wet waste processing using actual equipment's in the waste generator premises, schools, colleges and institutions premises as per generator category stated above	Provide commercial vehicle, three manpower, projector, laptop, on site waste processing equipment's, generator backup and public address system.	50 drives per month
4	Street shows for demonstrating the behavior change regarding segregation of waste, littering and onsite wet waste processing through short films, pamphlets distribution and wet waste equipments.	Provide commercial vehicle, three manpower, projector, laptop, on site waste processing equipment's, generator backup and public address system.	25 shows of 3 hours each at popular public locations in a month
5	Consultation meetings with CSR companies, NGOs, RWAs, elected representatives, waste recyclers and entrepreneurs engaged in waste management and manufacturers to implement the activities planned for achieving the circular economy way of waste management	All the consultations shall be conducted in the Office space provided by PCMC and in the presence of the PCMC officials.	3 meetings per month.

- xi. Provide one commercial four wheeler having minimum chassis size of Tata 709 for undertaking the above mentioned awareness activities. Each of the commercial vehicle shall be provided with the stage to erect 6 ft x 6ft flex, sitting arrangement for 5 people, with public address system, power generator, space to carry single quantity of the wet waste composting equipment's

mentioned in table 5 below, with laptop, with projector and with projector screen of min. size 8ft x 8 ft. Bear the cost of operation and maintenance of the vehicle and the equipment's.

- xii. Procure and maintain for each demonstration during awareness drives the following wet waste composting equipment's.

**Table 5: Equipment for wet waste composting**

Sr. No	Name of equipment	Quantity	Photograph of Equipment
1	Inhouse Composter - Smart Bin, Smart Bin Air, Trust Bin and Ecobin models	4 quantities of each model i.e total sixteen	
2	Out of House Composter – Khamba model from daily dump	4	
3	Society level composter – Aaga model from daily dump	4	
4	Society level composter – Baction composter with shredder from model from Nila polycast baction	4	

- xiii. Undertake assessment & impact study for the awareness drive on quarterly basis and make suggestions and improvement;

- xiv. The team deployment along with the commercial vehicle and equipment's shall be completed within 30 days of the work order.
- xv. Develop authentic and reliable systems & processes to measure, quantify and map waste generated in the city by waste type and waste generator type on daily basis.
- xvi. Collect, compile & prepare daily data reports on system regarding daily 100% waste generation, segregation, collection, transportation, processing and disposal as per the solid waste type. Sample template enclosed as SCHEDULE D:
- xvii. Undertake pilot case studies on different waste generator for proposing city wide operations in waste reuse, recycle, waste diversion, onsite waste processing, decentralized waste processing etc. Propose outcome of the case studies to Project Officer and subsequent to its approval, implement the system and provide the outcome to the project officer.
- xviii. Involve communities in waste management and promotion of home composting, bio-gas generation and decentralized processing of waste at community level.
- xix. Report instances with photograph of open dumping of waste.
- xx. Prepare Solid Waste Management Plan within six month and prepare annual report as per the format and details provided in Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016.
- xxi. Monitoring the operations of waste management and collection of daily data for waste from waste generation point to final disposal point. Provide advisory assistance for improvement of waste management system.
- xxii. Developing waste management, waste reuse and recycling advisory manual with updation on annual basis for different types of waste streams generated in the city to create awareness material for compliance of Solid Waste Management Rules 2016, Construction and Demolition Waste Management Rules 2016, E-Waste (Management) Rules 2016, Plastic Waste Management Rules 2016, Bio-Medical Waste Management Rules 2016 and Hazardous and Other Wastes (Management and Transboundary Movement) Rules 2016.
- xxiii. Identify waste recyclers and waste processors for tie-up for different waste streams and identifying mechanism & facilities for decentralized wet waste processing, procurement of dry waste, reuse of waste and recycling of waste.

- xxiv. Develop system and process for reuse and recycling of different streams of waste and align the waste door to door collection, storage and transportation of waste operations for maximizing waste reuse and recycling.
- xxv. Undertake survey for implementing the decentralized/ onsite wet waste composting and processing by waste generators/ NGOs/ 3<sup>rd</sup> party. Also create mechanism to buy back the compost to encourage public participation.
- xxvi. Develop waste collection and transportation optimized route chart in .kml or .shp file format and submit the updated route chart on quarterly basis.
- xxvii. Undertake 100% waste generator gate survey using mobile based handheld devices using City Waste Management Information system mobile application. The survey shall be done twice a year from 2<sup>nd</sup> year and once in 1<sup>st</sup> Year of operations. The survey data shall be assessed to identify quality of service for waste management, water supply and sanitation.
- xxviii. Train & educate workers including contract workers and supervisors for door to door collection of segregated waste and transporting segregated waste during primary and secondary transportation to the processing or disposal facility.
- xxix. The Director cum Advisor shall organize monthly review meeting with the Zone Officers, Project Officer and Health Department Officials to provide update on the outcome achieved by the team and the proposed course of action.

**3. Part C: Establish, Implement and Manage Waste Collection and Transportation system in the city**

- a. Take possession of existing solid waste vehicles & storage bins as per SCHEDULE E: on “as is where is” basis for undertaking the waste collection and transportation of waste in the city. PCMC shall not provide any vehicle to the Concessionaire which are in violation of RTO, Pune rules.
- b. Provide (procure or hire) additional vehicles as per waste generation and Implementation plan proposed in table 2 during the tenure of the project to ensure 100% door to door segregated waste collection, decentralized processing and maintenance of segregation till processing/disposal during transportation. All additional vehicle deployed shall have covered body and leached collection tank for waste collection and transportation.
- c. Take procession of vehicle workshop space and parking space on “as is where is” basis as indicated in SCHEDULE H:
- d. Undertake the repairs of vehicles, insurance of vehicle and RTO passing of vehicle as per schedule provided by the Project Officer of PCMC and provide its evidences along with the invoice.
- e. Provide separate dedicated manpower for the operation of vehicles & for managing the field operation of daily waste management. The manpower has to paid minimum as per the Minimum Wages Act and evidences of the



payment of wages and salaries be submitted every month to PCMC along with the payment invoice for audit.

- Primary Waste Collection Vehicle – 1 Driver and 1 Helper
  - Compactor – 1 Driver and 2 Helper
  - Dumper Placer - 1 Driver and 1 Helper
  - Truck and other high capacity vehicle – 1 Driver and 2 Helper
  - 1 Field Supervisor for every 3 existing electoral wards (32 wards) of PCMC.
- f. Adhere to the segregated waste collection, transportation and management of waste as per the Implementation plan in Table 2 and Segregation of Waste categories indicated under Project Outcome.
- g. The Concessionaire shall procure, modify, install and deploy leachate collection facility on all vehicles collecting hotel waste, mixed waste & wet waste as per the Implementation Plan.
- h. All the vehicles carrying the waste shall be sprayed to control the odor during waste collection and transportation.
- i. During the handover of vehicles to the Concessionaire, the joint inspection of each vehicle by the PCMC's workshop nominated officer, 3<sup>rd</sup> party Independent Auditor and Concessionaire nominated officer shall be undertaken. The report shall be submitted to the Project Officer within 15 days of the work order. All the repairs of the vehicles shall be undertaken by PCMC within 30 days and repairs shall be certified by the 3<sup>rd</sup> party Independent Auditor before handing-over the vehicles to the Concessionaire. All vehicles provided by PCMC that are discontinued for use by the Concessionaire considering the depreciation schedule in Table 3 (depreciation rate 10% per annum) during the tenure of contract shall be jointly inspected by the 3<sup>rd</sup> party independent auditor and the Concessionaire shall undertake all repairs for bringing the vehicles to working condition before handing back the vehicles to PCMC. The vehicles provided by PCMC and used during the 7<sup>th</sup> year of the contract shall all be inspected by 3<sup>rd</sup> party Independent Auditor for repairs 6<sup>th</sup> month prior to the expiry of the contract and the Concessionaire shall undertake all repairs for bringing the vehicles to working condition one month before the expiry of the contract and handback the vehicles to the Project Officer. The 3<sup>rd</sup> party Independent Auditor shall inspect all PCMC vehicles for repairs one month prior to RTO passing due date and notify to PCMC and Concessionaire about the repairs. The annual charges of the 3<sup>rd</sup> party Independent Auditor shall be borne by PCMC and Concessionaire equally.
- j. All the manpower provided for the project shall have the capacity to undertake the work. The drivers deployed for vehicles shall hold a valid driving license.

- k. Establish within 6 months from the date of work order, implement the system for segregated waste collection and transportation till processing and disposal site by undertaking vehicle route planning, awareness campaign, consultation, training and distribution of printing material considering the Implementation plan and project outcome indicated above.
- l. Paint & number every bins provided by PCMC with green color to be used for bio degradable waste, in white color to be used for recyclable waste and black color to be used for other waste in the city.
- m. Procure, supply, securely install and maintain vandalism free 500 numbers covered waste collection bins of capacity minimum 40 liters x 2, within 6 month from date of work order. The place for installation shall be commercial and other public places as identified by PCMC. The Concessionaire shall on daily basis undertake twice a day collection of waste from such bins and maintain cleanliness of bins to make it available for use during the Concession Period. At each installation one bins shall have the green color and the other bin shall have black color. At each installation location, one green and one black bins pair shall be erected by the Concessionaire with the SBM logo and slogan to encourage segregation of waste. All the damaged bins/nonfunctional bins shall be replaced and re-installed within 15 days of written notice from PCMC. The bin specification is enclosed in Annexure C.
- n. Provide adequate number of vehicle mounted pressurized water cleaning system and undertake waste bins & vehicle cleaning at least once a week as per the schedule approved by the Project Officer. Undertake cleanliness of all locations where bins are kept on daily basis. Spray of disinfectant after cleaning is mandatory. Provide separate manpower to daily clean the bins and keep the bin premises clean.
- o. Procure within 24 month and maintain during the contract period ISO 9001/14001/8000/18001 certification for primary collection and secondary transportation for A, B and D zones of PCMC. The Concessionaire shall at its own cost appoint the consultant and certification agency for implementing and maintaining the certification.
- p. Removal of waste from the Project Area prior and/or after, in an emergency situation of the PCMC such as any public meeting, government functions and any other occasion festivals etc., or during the night timings on instructions from Project Officer within 2 (two) hours on receipt of instructions.
- q. All the vehicles used for solid waste shall be colored by the Concessionaire with Swachh Bharat Mission (SBM) logo and slogan in green for wet waste vehicles, black for dry waste vehicles, and separate color for e-Waste Vehicle, hotel waste vehicle, street sweeping waste/silt recovered from drainage and fish markets/chicken shops/ slaughter house waste vehicle as instructed by PCMC. The Concessionaire shall procure and deploy additional vehicles at its own cost for managing the segregated collection & transportation of waste.

- r. Collection & transportation of street waste swept by PCMC, silt recovered during desilting of storm water drains and silt from sewerage lines cleaning to the SW Depot at Moshi.
- s. Undertake lifting, transportation and safe burial of the dead animals like rats, cats, dogs and pigs in the Project Area on intimation by the Project Officer.
- t. The Concessionaire shall provide personal protection equipment including uniform, florescent jacket, hand gloves, raincoats, appropriate footwear and masks to all workers handling solid waste and ensure that the same are used by the workforce.
- u. Provision of all services in the Project Area in conformity to the provisions of Solid Waste Management Rules 2016 and as amended from time to time.
- v. Undertake health check-up every six month of the sanitation worker deployed in the project and submit its medical fitness report along with its attendance record and payment details as per applicable law with the invoice for release of payments.
- w. Providing manpower for operation and maintenance of the Project. The concessionaire shall adhere to all applicable Labour laws, including Minimum Wages Act, 1948, Rules and Notifications as well as the Contract Labour (Regulation and Abolition) Act, 1973. Such employment however shall not mean right to employment directly with the PCMC.
- x. All the waste collected shall be weighed daily at the weigh bridge of PCMC.
- y. Providing other facilities including manpower for monitoring and grievance redressal and washing service for vehicles and bins.
- z. Bear all cost of fuel, vehicle maintenance including breakdowns, deploying manpower required for operating and managing the Project, providing additional vehicles for waste collection & transportation and R.T.O Passing of each vehicle deployed by the Concessionaire before its due date every year at its own expenses.
- aa. Undertake all the roles and responsibility of local authorities as specified in section 15 of the Solid Waste Management Rules 2016 on behalf of PCMC to discharges all activities related to management of solid waste in PCMC.
- bb. Bear all cost, expenses and charges for operation, implementation & maintenance of scope of work specified for solid waste management in PCMC.

1.1.1. Following activities shall not form as part of the scope of work of the Concessionaire

- a. Street sweeping
- b. Collection and transportation of Medical waste
- c. Deriving revenue from sale of recyclables/dry waste

## **2.4 Commencement Date**

The Commencement Date shall be the date of signing of this Agreement.

## **2.5 Grant of Right**

Subject to and in accordance with the terms and conditions and covenants set forth in this Agreement, PCMC hereby grants and authorises the Concessionaire to (i) undertake house to house i.e at source segregated collection of solid waste (ii) undertake collection of waste from bins/containers placed in societies/apartments and other community collection points (iii) transportation of street waste (iv) transportation of silt deposited during de-silting of storm water drains (v) debris and other waste as per specific instruction by the Project Officer for undertaking the scope of work and to exercise and/or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this Agreement.

## **2.6 Acceptance of Agreement**

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

## **2.7 Start of Operations**

The Concessionaire shall commence the operation in the entire Project area within 30 (thirty) days from the Commencement Date, subject to the satisfaction or waiver of the Conditions Precedent contained in this Agreement.

## **2.8 Concession Period**

The rights hereby granted is for a period of 8 (eight) years commencing from the Commercial Operation Date and ending on the Expiry date during which the Concessionaire is authorised to operate and maintain the Project Facilities at the Project Area in accordance with the provisions hereof. Provided that in the event of termination, the Concession Period shall mean and be limited to the period commencing from the Commercial Operation Date (COD) and ending with the termination date.

## **2.9 Extension of Concession Period**

The Concession Period may be extended after mutual written Agreement between the Parties.

## **2.10 Exclusivity of the Concession**

The Concessionaire shall be the sole and exclusive person entitled to undertake the Project in the Project Area in line with the scope of work assigned to the Concessionaire in this Agreement and PCMC agrees that no agreement or arrangement permitting such activities by any other party in A, B, & D zones shall be entered into by PCMC during the Concession Period.

## **3 Conditions Precedent**

### **3.1 Responsibilities of the Concessionaire**

The Concessionaire shall fulfil the following conditions precedent within 30 (thirty) days from the Commencement Date:

- a. The Concessionaire shall have executed and delivered a Performance Security in favour of PCMC for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) in the form of Bank Guarantee from a nationalised bank/ Scheduled Bank.
- b. The Concessionaire shall have provided the necessary financial evidence for the project.
- c. The Concessionaire shall have received the applicable permits and clearances from concerned authorities under relevant laws applicable.
- d. The Concessionaire shall have prepared the Micro Plan as per SCHEDULE B: and as per clause 6.2.1.
- e. The Concessionaire shall have acquired the Readiness Certificate from the Project Officer.
- f. The Concessionaire shall have insured the Vehicles provided by PCMC.
- g. The Concessionaire has entered into an Annual Maintenance Contract (AMC) as detailed in clause 6.2.2 (1)
- h. Received possession of the Vehicles and allowed access to the parking yards of the Vehicles.

### **3.2 Responsibilities of PCMC**

PCMC shall fulfill the following conditions precedent within 30 (thirty) days from the Commencement Date:

- a. PCMC shall provide support to the Concessionaire in obtaining timely approvals, permissions and authorisations for performance of obligations for the project.
- b. Submit copies of the council resolution authorising PCMC to execute the Agreement.
- c. PCMC shall handover the Vehicles as per SCHEDULE E: for collection and transportation of SW on as-is-where-is basis free of charge in working condition.
- d. Provide satellite image for the city and server space for the web and mobile applications.
- e. Appoint the 3<sup>rd</sup> party Independent auditor during the tenure of the project for vehicles inspection for repairs and certification of repairs.
- f. PCMC shall handover the area for parking and workshop in the Project Area to the Concessionaire as per SCHEDULE H:. The locations are subjected to change based on the availability of more appropriate space. The Concessionaire shall arrange for any additional area required for parking and workshop and bear all cost of such area throughout the Concession Period.

The available infrastructure at the parking & workshop area shall be provided on an “as-is-where-is basis” condition for use during the Concession Period for the purpose of the Project free of any charges. It is hereby clarified that the all cost and expenses of constructing the workshop in the dedicated area shall be the sole responsibility of the Concessionaire.

### **3.3 Cost of satisfying the conditions precedent**

The cost of satisfying the above conditions precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent.

### **3.4 Non- fulfilment of the Conditions Precedent**

- a. In case of non-fulfilment of the Conditions Precedent attributable to reasons beyond the control of the Concessionaire or PCMC, the period for satisfaction of Conditions Precedent may be extended by mutual consent of the Concessionaire and PCMC.
- b. If any of the conditions precedent contemplated in clauses 3.1 and 3.2 has not been satisfied in full or has not been waived, within the time stipulated or such extended time that the Parties may agree upon, then and in such event either party shall have the right to terminate this Agreement by 30 (thirty) days notice in writing to the other party, given at any time thereafter, but prior to such conditions precedent being satisfied or waived, and if the conditions precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Agreement shall terminate.
- c. If the Concession Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in clause 3.1 except set forth in clause 3.1(c), the Concessionaire shall not be compensated in any manner whatsoever and the Performance Security shall be forfeited and encashed.
- d. If the Concession Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in clause 3.2 and clause 3.1 (c), then PCMC shall release the Performance Security.

## **4 Handover of existing Project Facilities**

### **4.1 Handover of existing Project Facilities**

- a. Within 30 (thirty) days from the Commencement date, PCMC shall handover the existing Project Facilities comprising of Vehicles as per SCHEDULE E: and the parking & workshop area to the Concessionaire as per SCHEDULE H:. The vehicles for waste collection and transportation shall be handed over to the Concessionaire with an asset register. The available infrastructure at the parking & workshop areas shall be provided on an “as-is-where-is basis” condition for use during the Concession Period for the purpose of the Project free of any charges.
- b. PCMC shall also provide office space for the 12 staff of capacity building and awareness generation in the Zone Office of A, B & D Zone with electricity & water facility free of charge during the Concession Period.
- c. Upon the Concessionaire being granted access to the existing Project Facilities, the Concessionaire shall have the right to enter upon and renovate or modify the Project Facilities at its own costs and carry out such investigation, development and improvements in the existing Project Facilities and arrange for providing the new Project Facilities at its own cost and expenses, as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.

## **4.2 Rights, Title and Use of Project Facilities**

- a. The Concessionaire shall have the right to the use of Project Facilities in accordance with the provisions of this Agreement and for this purpose; it may regulate the entry into or use of the same by third parties.
- b. The Concessionaire shall not part with or create any encumbrance on the whole or any part of the Project Facilities, save and except as set forth and permitted under this Agreement.
- c. The Concessionaire shall not, without the prior written approval of PCMC, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.

Provided that such access or use shall not result in a material adverse effect and that PCMC in the event of any physical damage to the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at the cost and expenses of the Concessionaire.

## **4.3 Peaceful Possession**

PCMC hereby warrants that the Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the existing Project Facilities during the Concession Period. In the event the Concessionaire is obstructed by any person claiming any right, title or interest in or over the Existing Project Facilities or any part thereof or in the event of any enforcement action including any attachment, appointment of receiver or liquidator being initiated by any person claiming to have any interest /any charge on the existing Project Facilities or any part thereof, PCMC shall if called upon by the Concessionaire, defend such claims and proceeding and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such claim of right, title, interest or charge.

Provided further, that to the extent such access and use allowed by the Concessionaire affects the performance of any of its obligations hereunder, the Concessionaire shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.

## **5 Project Officer**

### **5.1 Project Officer**

- a. PCMC shall form a team of PCMC officials comprising officials of the Zone in the Project Area, Labour Officer & Vehicle workshop officer who will be headed by the Jt. Commissioner who are competent to act as Project Officer.
- b. The roles and responsibilities of the Project Officer shall include that set out in clause 5.2.

### **5.2 Work of the Project Officer**

#### **a) Role of the Project Officer**

The Project Officer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project facilities. The role of the Project Officer is to:

1. Independently review, monitor and where required by the Agreement, approve activities associated with the operation and maintenance of the Project Facilities to ensure

- compliance by the Concessionaire with the commissioning and further operation and maintenance;
2. Report to the parties on various physical, technical and financial aspects of the Project based on inspections;
  3. Assist the parties in arriving at an amicable settlement of disputes, should the need arise; and
  4. Review matters relating to safety and environment management measures adopted by the Concessionaire for the project.
  5. Handling complaints regarding non-compliance of labour laws, maltreatment of rag pickers and arbitrary dismissal of rag pickers.

**b) Scope of services**

The services to be provided by the Project Officer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

**Commissioning period**

The Project Officer shall undertake, interalia, the following activities during the commissioning period:

- a. Approval of Micro Plan
- b. Ensure that the procedure is followed in accordance with the provisions of this Agreement
- c. Shall issue a Readiness Certificate if he/she is satisfied about the fulfilment of the requirements under clause 1.1 (38).
- d. Designate tests on equipment and machinery, if needed;

**Operations Period**

During this period the Project Officer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with this Agreement. The specific activities to be undertaken include the following:

- a) Provide administration of the Concession in full and in complete accordance with applicable laws;
- b) Conduct a general inspection of the Project Facilities as and when required, to ascertain conformity to the Agreement;
- c) Inspect and certify the quality and quantity of SW offloaded by the Concessionaire, when required
- d) Address issues relating to Concessionaire disputes;
- e) Inspect vehicles every six months and prepare a compliance & non-compliance report for release of payment.



- f) Inspect project operations and implementation according to the scope of work in clause 2. Prepare report for levying penalty and release the monthly payments to the Concessionaire.
- g) The Project Officer shall, in the ordinary course, maintain a record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
  - i. Micro Plan
  - ii. Manpower deployed and other organisational arrangements of the Concessionaire;
  - iii. Reviews of documents submitted to it by the Concessionaire to meet the commissioning requirements such as plans, order copies, schedules, and reports;
  - iv. Inspections undertaken and notices/instructions issued to the Concessionaire;
  - v. Review of compliance with the commissioning requirements;
  - vi. Payments;
  - vii. Force majeure events;
  - viii. Breaches and defaults by the parties.

## **6 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:

### **6.1 Financial Obligations**

#### **6.1.1 Performance Security**

- a. The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the project, deliver to PCMC, simultaneously with the execution of this Agreement, a bank guarantee from a nationalised bank acceptable to PCMC, for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The Performance Security shall be kept valid for the Concession Period or any such extended Period. The bank guarantee should be in the format as provided in SCHEDULE G:
- b. The Concessionaire has submitted an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as Performance Security in the form of bank guarantee, number \_\_\_\_\_, drawn from <bank name & branch address> dated:\_\_\_\_\_, valid till \_\_\_\_\_, in favour of Pimpri Chinchwad Municipal Corporation, for the performance of the obligations under this Agreement. The Concessionaire shall renew the Performance Security 2 (two) months before the expiry of the Performance Security. Failure to do so on part of the Concessionaire, PCMC shall en-cash & forfeit the Performance Security and terminate this Agreement.
- c. Provided that if the Agreement is terminated due to any event other than a Concessionaire event of default, the Performance Security if subsisting as of the termination date shall, subject to PCMC's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

- d. The Concessionaire shall keep the Performance Security replenished at all times at a level as specified in sub clause (a) above. Such replenishment may be required if the PCMC has withdrawn/ deducted from the Performance Security owing to a default/ reimbursement of expenses which was initially borne by PCMC and the replenishment shall have to be done by the Concessionaire within 5 (five) working days of the withdrawal by PCMC from the Performance Security. Failure to do so on part of the Concessionaire shall result in an event of default by the Concessionaire.

**6.1.2 *Financial Closure***

- a. The Concessionaire shall at its own cost, expense and risk make such financing arrangements as would be necessary to implement the project and to meet all of its obligations under this Agreement in a timely manner.
- b. The Concessionaire shall provide documents establishing achievement of Financial Closure for the project within 30 (thirty) days of the Commencement Date. Failure to do so shall constitute a Concessionaire event of default.
- c. The Concessionaire shall within 7 (seven) days of achievement of such Financial Closure, submit to PCMC financing documents evidencing the achievement of the same and the availability of finances for the project.

## **6.2 Operational Obligations**

### **6.2.1 Project Implementation: Commissioning Period**

The Concessionaire shall submit within 30 (thirty) days from the Commencement Date to the Project Officer a plan (“Micro Plan”) in conformity with the scope of the work and as per SCHEDULE B: of this Agreement. The Concessionaire shall prepare the Micro Plan in such a manner such that the SW is collected from all generating points in the Project Area as per Implementation plan (Table 2).

The Concessionaire shall be responsible for collection of waste from generators as per Implementation plan and in that context shall procure additional vehicles, community bins, hand carts and deploy them at its own cost and expense for door to door waste collection and transportation of waste to solid waste (SW) depot at Moshi.

- a. Within 7 (seven) days of receipt of the Micro Plan, the Project Officer shall review the same and convey its comments/ observations to the Concessionaire on the Micro Plan, including the need, if any, to modify the same. If the comments/ observations of the Project Officer require the Micro Plan to be modified, the Concessionaire shall suitably modify the Micro Plan and resubmit to Project Officer for further review. The Project Officer shall give its observations and comments, if any, within 7 (seven) days of receipt of such revised Micro Plan, which shall be taken into account by the Concessionaire while finalising the Micro Plan within 2 (two) days from such modifications from the Project Officer.
- b. If, within the period stipulated in the preceding sub clause (a), the Project Officer does not respond to the Micro Plan submitted to it by the Concessionaire, the Concessionaire shall be entitled to proceed with the project on the basis of such Micro Plan submitted by it to the Project Officer.
- c. Notwithstanding any review or failure to review by the Concessionaire, the comments/ observations of the Project Officer or PCMC, the Concessionaire shall be solely responsible for the adequacy of the Micro Plan and shall not be relieved or absolved in any matter whatsoever of any of its obligations hereunder.
- d. The Micro Plan prepared by Concessionaire and approved by the Project Officer may require modification during the Operations Period. The Concessionaire shall bring to the notice of Project Officer such modifications required and take prior written approval of Project Officer before implementing such changes.

### **6.2.2 Project implementation: Operation & Maintenance**

The Concessionaire shall during the Operations Period:

- a. Collect segregated solid waste, undertake capacity building and awareness activities, operationalize VTS, deploy & use the City Waste Information Management System, undertake green waste processing and operationalise material recovery facility as per clause 2 and Micro Plan.
- b. Transport the segregated SW collected to the SW Depot at Moshi.
- c. Collect and transport street waste swept by PCMC to the SW Depot at Moshi.

- d. Collect and transport the silt deposited during de-silting of storm water drains as and when directed by the Project Officer.
- e. Provide handcard with litter bins and manpower for door to door collection of waste from slums and congested locations within the Project Areas.
- f. A joint inspection of PCMC officer and Concessionaire shall be conducted in the Project Area daily after 3 p.m and highlighted waste spots needs to be cleared before 5 p.m. by the Concessionaire. A joint inspection of PCMC officer and Concessionaire shall again be conducted after 5 p.m and non-compliance on part of Concessionaire shall invite penalty.
- g. The Concessionaire shall obtain on a daily basis the photograph of vehicle wise waste collection service with time and date stamp using mobile based application and upload the same on the application server. The respective designated officer from the zone shall undertake checks for confirmation of door to door collection of waste and coverage of route through the system.
- h. The Concessionaire shall be responsible for registering the additional vehicles provided by him for the Project with the concerned transport authorities and for paying the requisite taxes.
- i. The Concessionaire shall undertake open plot (information provided by PCMC) cleanliness drive two days in a week as per the instruction provided by PCMC.
- j. Provide leachate tank provision for each vehicle carrying wet or mixed waste quantity as per the Micro Plan.
- k. Submit schedule for vehicle inspection of all PCMC's vehicle provided under this agreement & get the vehicle inspected from 3rd Party Independent Auditor before RTO Passing on annual basis. Subsequently carryout vehicle repairs & maintenance as per the vehicle inspection report.
- l. Enter into an Annual Maintenance Contract (AMC) with the manufacturer of the Vehicle or any such annual maintenance service provider or set up own facility to ensure regular maintenance and upkeep of the Vehicles provided by PCMC. At all times during the Concession Period, the Concessionaire shall bear all cost of AMC.
  - i. In the event, the AMC is not entered with the manufacturer of the Vehicle then the Concessionaire shall obtain prior approval of PCMC before entering into AMC with any other service provider. PCMC shall provide its approval only after undertaking necessary inspection of the service provider.
  - ii. In the event, if the Concessionaire sets up its own facility for repair and maintenance of the Vehicles, then the Concessionaire shall obtain prior approval of PCMC. PCMC shall provide its approval only after undertaking necessary inspection of the infrastructure setup and the facilities available at the maintenance facility.
  - iii. PCMC reserves the right to undertake regular inspections of the facilities were the AMC is undertaken not less than once every quarter. For such purpose PCMC or its authorised representative shall have the right to enter upon such facility provider's workshop.

- m. In the event that the Concessionaire has failed to operate and maintain the Project Facilities and such failure has not been remedied despite a notice to that effect issued by the Project Officer or PCMC (“Notice to remedy”), PCMC may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the Project Facilities at the risk and cost of the Concessionaire. The Concessionaire shall without demur pay on demand 125 % of the costs incurred by PCMC on account of such repair and maintenance within 7 (seven) working days of receipt of PCMC claim thereof. Failure to pay shall entitle PCMC to recover such costs from any dues payable by PCMC to the Concessionaire and/ or from the performance guarantee provided by the Concessionaire.
- n. The Concessionaire shall ensure that the Vehicles are in operational condition. In the event of breakdown or repair or maintenance of any Vehicle, the Concessionaire shall make necessary arrangement for spare vehicles at its own cost and expense to ensure that the SW operations are not affected and performed as per the Micro Plan. The Concessionaire may own such spare vehicles and deploy by it for this purpose. The Concessionaire shall have the right to withdraw such spare vehicles owned by the Concessionaire after completion of the Concession Period.
- o. Maintain a record of maintenance of the Vehicles on the system and submit such record to the Project Officer on a monthly basis. The Project Officer shall have the right to inspect Vehicles on a regular basis.
- p. Be responsible for ensuring safety and security for the Vehicles. The Concessionaire shall deploy security personnel at its own cost at the parking depots to ensure safety and security of the Vehicles at all times during the Concession Period.
- q. The Concessionaire shall not utilise the Vehicles provided by PCMC for any other purpose other than as mentioned under this Agreement.
- r. Operate and maintain the Project Facilities in accordance with the terms and conditions of this Agreement.
- s. Bear all expenses towards uniforms, safety gear and waste handling equipment to all the waste lifters and drivers.
- t. Undertake all activities to comply with wages payment laws, medical check-up every 6 month and provide safety gears and uniform for all the manpower deployed. Provide the details to PCMC for record keeping on regular basis.
- u. Ensure that the Project is operational on all calendar days of the year.
- v. Be responsible for the conduct of the staff employed for this Project while on duty.
- w. Have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the project, to interact with the Project Officer/ PCMC and to be responsible for all necessary exchange of information required pursuant to this Agreement.
- x. The Concessionaire shall meet every 30 (thirty) days with the respective Zone offices to ensure that the SW management is of desired quality. The minutes of the meeting of such meetings shall be prepared by the respective Zone offices and circulated to the Joint Commissioner and the Concessionaire to act upon.

- y. The Concessionaire shall take all the necessary steps at its own cost and expense to spread awareness amongst the citizens regarding segregation of waste. PCMC may participate in such awareness generation programs or events, provided an intimation is sent in writing atleast 7 (seven) days prior to awareness programmes and PCMC has agreed to deploy a competent officer for the same.
- z. Suspend forthwith the whole or part of the operations upon receiving a written notice from the Project Officer who may require the Concessionaire to suspend the activities in whole or part if in the reasonable opinion of the Project Officer; the operations are being carried on in a manner that is not in conformity with the terms and conditions of this Agreement.
- aa. Bear all cost of fuel for operating the Vehicles.
- bb. Bear all the cost and expenses for the project.
- cc. Bear the cost of all the maintenance and repair works of all the vehicles provided by PCMC and deployed by the Concessionaire during the Concession Period.
- dd. The Concessionaire shall be deemed to be in material breach if the Project Officer acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire:
  - 1. There has been a failure/undue delay in carrying out a scheduled/planned collection and/or segregation and/or transportation and/or the scheduled/planned collection and/or segregation and/or transportation and/or has not been carried out in accordance with the route specifications and time schedules established for the purpose and as specified in the Micro Plan submitted by the Concessionaire.
  - 2. There has been a failure/undue delay in carrying out a scheduled/planned maintenance or the scheduled/planned maintenance has not been carried out in accordance with the terms and conditions of this Agreement.
  - 3. The maintenance of the Project Facilities or any part thereof has deteriorated to a level which is below the acceptance level.
  - 4. There has been a serious and persistent letup in adhering to the requirements and thereby the project facilities or any part thereof is not safe for operations.
  - 5. There has been a persistent breach of terms and conditions of this Agreement. For avoidance of doubt, persistent breach shall mean:
    - i. Any breach by the Concessionaire which has not been remedied by the Concessionaire, as required under the provisions of this Agreement despite a notice to remedy in respect thereof issued by the Project Officer / PCMC, and/or
    - ii. Recurrence of a breach by the Concessionaire, during the pendency of notice to remedy by the Project Officer / PCMC requiring the Concessionaire to remedy a breach, and/or
    - iii. Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to notice to remedy or otherwise.

Upon occurrence of a material breach, PCMC shall, without prejudice to and notwithstanding any other consequences provided thereof under this Agreement,

depending upon the nature of obligation in respect of which a material breach has occurred, be entitled to both levy a penalty and thereafter terminate this Agreement if the breach is serious in nature.

- ee. The Concessionaire shall obtain the RTO passing and obtain fitness certificate for the vehicles each year before the due date and shall bear any cost or expense associated with this. The Concessionaire shall thereafter submit the original receipt of passing to PCMC.

### **6.2.3 *Applicable Permits***

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

### **6.2.4 *Expiry of the Concession***

Upon expiry of this Agreement, the Concessionaire shall hand back the Project Facilities to PCMC, all of its Vehicles and other assets provided by PCMC, including the area provided for parking & workshop of Vehicles and any improvements made thereon.

### **6.2.5 *Insurance***

The Concessionaire shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, during the Concession Period a comprehensive insurance policy along with a third party insurance from any of the following General Insurance companies only

1. New India Assurance
2. United India Insurance
3. Oriental Insurance
4. National Insurance

in respect of the Vehicles provided by PCMC for the Project under this Agreement. At all times during the Concession Period, PCMC shall be the beneficiary of these insurance policies.

The Concessionaire shall maintain a register of entry in order of premiums paid towards the Vehicles and proof of payments made shall be submitted to PCMC whenever requested for.

### **6.2.6 *Application of insurance proceeds***

Subject to the provisions of the financing documents and unless otherwise provided herein, the proceeds of the insurance policies shall be provided by PCMC to the Concessionaire. The Concessionaire shall promptly apply the insurance proceeds towards repair, renovation, restoration or reinstatement of the Project Facilities or any part thereof which may have been damaged or destroyed.

The Concessionaire shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities, after such repair, renovation, restoration or re-instatement, be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

The Concessionaire shall bear all the balance expenditure not reimbursed by the insurance proceeds in order to bring the Project Facilities in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

**6.2.7 Un-insurable risks**

If during the Concession Period, any risk that has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained/re-instated in respect of such a risk, the Concessionaire shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

**6.2.8 Environmental compliance**

The Concessionaire shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the operation and maintenance thereof shall conform with the laws pertaining to the environment, health, safety aspects including rules such as but not limited to Applicable Law, policies and guidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances from Maharashtra Pollution Control Board (MPCB) or any other similarly empowered government agency.

**6.2.9 Land Use**

The Concessionaire shall ensure optimum utilisation of the Project Facility Site and shall not use the same for any purpose not connected or which is not incidental to the Project or related activities.

**6.2.10 Maintenance of Records**

The Concessionaire shall maintain records of the quantum (measured in metric tonnes) of Recyclable Waste collected and shall provide shall records to PCMC on a monthly basis.

**6.2.11 Sale/ Distribution of Recyclable Waste**

The Concessionaire shall be free to sell or otherwise dispose of Recyclable Waste from SW at such price and to such persons and using such marketing and selling arrangements and strategies as it may deem appropriate.

**6.2.12 Weighment, acceptance and rejection of SW**

- a. The Concessionaire shall get the SW weighed at the weighment area so located at **Nehrunagar & SW Depot** at Moshi. The authority and responsibility of such weighment lies with PCMC. Operational records of daily weighment of SW shall be maintained by PCMC.
- b. In the event, the weighment machine is not operational, then average SW measured for the past 10 (ten) days when the machine was operational shall be taken into account for arriving at the SW transported per day to the SW Depot at Moshi.
- c. The Concessionaire hereby undertakes to accept all SW supplied by the residents/ commercial establishments/ non-commercial establishments/ government bodies or agencies.
- d. In case the SW supplied by residents/commercial establishments/non-commercial establishments/government bodies or agencies contains hazardous waste and/or untreated bio-medical waste, the Concessionaire upon becoming aware of the same shall decline to accept such SW.
- e. In case the Community Bins contain hazardous waste, the Concessionaire on becoming aware shall inform the Project Officer at the earliest, to enable to undertake any investigation required. Also, the Concessionaire shall refuse the collection of such hazardous waste from the community bins.



### **6.3 General obligations**

The Concessionaire shall at its own cost and expense:

- a. Investigate, study, operate and maintain the Project Facilities
- b. Obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all the times during the Concession Period;
- c. Shall indemnify PCMC in respect of any claims made against it (PCMC) in relation to the use of licences, permits, and/or any intellectual property, used/required for the Project Facilities.
- d. Procure and maintain in full force and effect, as necessary appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project.
- e. Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies PCMC against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall PCMC be treated as employer in this regard.
- f. While hiring the manpower for Part C scope of work shall in accordance to the minutes of the Hon. High Court order for Writ Petition No. 10052 of 2012 shall give preference to the rag pickers of the A, B and D Zone of PCMC, subject to suitability and physical fitness of the concerned rag picker. No age bar shall be applicable in selection. However, the said preference shall not create any right in favour of such rag pickers to claim employment directly with Corporation. The list of the rag pickers shall be made available by the Project Officer.
- g. Be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
- h. Shall at all times obtain and maintain necessary insurance, workmen compensation insurance policies throughout the Concession Period for the other employees deployed for this Project. The insurance for work and workers shall be undertaken by the Concessionaire at its own cost from Oriental Insurance Company Limited located at Baharwade Chambers, Chinchwad, Pune for the tenure of the contract.
- i. Upon receipt of a request thereof, afford access to the Project Facilities to the authorised representatives of PCMC for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- j. Pay all taxes, duties, outgoings, including utility charges relating to the Project Facilities.
- k. Carry out awareness campaign by contracting with reputed non-government organisations (NGO's) to educate and train persons/institutions generating SW to segregate such waste into Biodegradable substances, Non-biodegradable substance and recyclable substances.
- l. Ensure that the Project Facility Site remain free from all encroachments and take all the necessary steps to remove encroachments, if any.
- m. Establish a standard protocol for addressing complaints from persons in the Project Area to the satisfaction of the Project Officer in accordance with the O&M requirements.

#### **6.4 Shareholding**

The Concessionaire shall ensure that:

- a. The Lead Member shall necessarily make the maximum equity contribution in the Joint Venture, and this equity contribution shall not be less than 51% of the total equity in the Joint Venture, which shall not be diluted till the end of the Concession Period.
- b. The Technical Member shall necessarily make equity contribution in the Joint Venture, and this equity contribution shall not be less than 26% of the total equity and the Member so evaluated would have to hold at least 26% in the Joint Venture, which shall not be diluted till the end of the Concession Period.

#### **6.5 No breach of obligations**

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

- a. Force Majeure event, subject to clause 11
- b. PCMC's event of default
- c. Compliance with the instructions of the Project Officer/PCMC or the directions of any government agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder.
- d. Closure of the Project Facilities or part thereof with the approval of the Project Officer /PCMC.

#### **6.6 Advertisements**

The Concessionaire shall not be entitled to undertake or permit any form of commercial advertising or display on the Vehicles and in consideration thereof, receive amounts from persons interested in advertising as aforesaid. PCMC shall however permit the Concessionaire to place his logo on the Vehicle subject to prior approval from PCMC.

## **7 PCMC's Obligations**

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

### **7.1 Specific obligations**

- a. PCMC shall subscribe to the Concession Agreement within 45 (forty five) days of issue of the Letter of Award.
- b. PCMC shall grant in a timely manner all such approvals, permissions and authorisations which the Concessionaire may require or is obliged to seek from PCMC under its Agreement, in connection with implementation of the Project and the performance of its obligations.
- c. PCMC shall provide Vehicles as per the details mentioned in the SCHEDULE E: for collection and transportation of SW.
- d. PCMC shall identify and demarcate all existing open dumping spots in the PCMC.
- e. PCMC shall be responsible for registering the Vehicles provided by it to the Concessionaire with the concerned transport authorities and for paying the requisite taxes.
- f. PCMC shall provide space for parking, workshop and MRF/ transfer station and PCMC's vehicles for solid waste management free of any charges or taxes. The Concessionaire shall bear the operation and maintenance cost for the facility provided by PCMC.
- g. PCMC shall appoint the 3<sup>rd</sup> party Independent Auditor for vehicle inspection during the tenure of this project.
- h. PCMC shall maintain a weighment facility at Nehrunagar & SW Depot at Moshi for weighment of the SW offloaded by the Concessionaire and ensure that such weighment facility are properly serviced and in good working condition during the Operations Period. The SW will be weighed and a receipt of the same given to every vehicle. The receipt shall be in printed form and signed by the weighing employee. It shall identify the Vehicle and indicate the load in kilograms, the date and time of delivery.
- i. In the event of change of law leading to withdrawal of Vehicles as per enactment by the RTO or motor vehicle rule, PCMC shall intimate the Concessionaire to withdraw the non-complaint vehicles and replace it with the appropriate capacity RTO complaint motor vehicle. PCMC shall provide the Concessionaire reasonable timeframe for replacement of the vehicles.

### **7.2 General Obligations**

PCMC shall

- a. Where appropriate provide necessary assistance to the Concessionaire in securing Applicable Permits;
- b. Observe and comply with all its obligations set forth in this Agreement.
- c. Participate in awareness generation events and campaigns organised by the Concessionaire to inculcate better waste management practices by the citizens.

## **8 Monitoring and Performance evaluation**

### **8.1 Monitoring of activities**

- a. The prime objective of such monitoring shall be to ensure that the Vehicles are being deployed as per the Micro Plan and Implementation Plan as provided by/to the Concessionaire and there are no instances of omission or diversion from the Micro Plan and the Implementation Plan.
- b. The activities of segregated collection and segregation maintained during transportation shall be monitored on a daily basis by the Project Officer.
- c. PCMC may engage NGO's or other community groups for help in monitoring the activities and to provide the feedback and complaints from the locality, to the grievance cell and other activities.
- d. The monitoring shall be done during each shift/frequency of collection and for every route followed for collection.
- e. Visual inspection: The foundation of the monitoring mechanism rests on the visual inspection by the Project Officer/ personnel. They shall visually inspect the segregated collection and transportation of solid waste, disposal of silt and the overall cleanliness of the ward being monitored.
- f. The Project Officer, on the occurrence of incidents of street littering by households or commercial establishments, can after making reasonable enquiries into the matter, approach the households in the neighbourhood or the neighbouring commercial establishments to further investigate the matter.
- g. The Project Officer shall monitor the weighment and the off-loading of the solid waste at the designated site on daily basis. Such person shall ensure that the weighment is correctly recorded and maintained and that only segregated SW is provided for off-loading at the designated site. The Project Officer shall ensure that the segregation is in accordance with the Applicable Law and that only such class (es) of solid waste that are covered under this Agreement, are off- loaded at the SW Depot at Moshi.
- h. The Project Officer may instruct the Concessionaire to undertake annual surveys through an independent agency on the performance of the Concessionaire, the survey will be scientifically managed using statistic techniques to obtain citizen perceptions as well as use it as a tool for planning interventions and other measures for better waste management in the Project Area.

## **8.2 Grievance redressal system**

- a. PCMC shall provide a helpline number to citizens to report any complaints with respect to waste collection, coverage or routes, cleanliness of collection points, timing of Vehicles on the routes etc. Such helpline number shall be printed on the Vehicles and on the uniform of the employees deployed by the Concessionaire. The Concessionaire shall be responsible for printing the helpline number on the uniform of the employees and bear the cost of the same. The complaints shall be forwarded to the Concessionaire to take necessary actions. PCMC shall maintain a record or such complaints in the system.
- b. In the event, the Concessionaire receives any complaints directly from the citizens; the Concessionaire shall notify the same to PCMC immediately and also maintain a record of the same.

## **8.3 Performance Parameters and Penalties**

- a. All the waste collected or transported shall be measured at the weigh bridge provided by PCMC or as directed by PCMC.
- b. The assessment of the parameters of the penalties shall be based strictly on the system generated reports and data of daily waste collected and transported and the waste generation data provided in this agreement (Table 1). The Concessionaire will be provided with a login to download the report and data for submission of monthly invoice to PCMC for operating and managing the scope of work as per terms and condition of this agreement. If due to unforeseen circumstances, the daily and monthly average data is not available then average of previous five consecutive days data shall be used for extrapolating the daily waste collected and transported and shall be adjusted to the average monthly data for past three consecutive month to arrive at the monthly waste collection and transportation data.
- c. PCMC also expects certain timely deliverables from the Concessionaire during the implementation of the Project. In case, the Concessionaire has failed to meet the timely deliverables, then PCMC shall levy penalties on monthly basis as stipulated in the table below. The penalties shall be levied and deducted from the monthly payment to the Concessionaire from the 7<sup>th</sup> month onwards.

Sr. No.	Deliverables	Time Period for levying Penalty	Penalty	Basis of Penalty Calculation
<b>P<sub>A</sub>. Vehicle Tracking System (VTS) for all Waste Management Vehicles in PCMC</b>				
1	Installation of VTS system on all existing municipal vehicles and additional vehicles provided by Concessionaire (no. of vehicles as per the Micro Plan for entire city waste management) and operationalisation of the system and obtain Project Implementation Certificate from DIT department of PCMC	After the 6 <sup>th</sup> month from the date of work order	Rs. 2000 per day from the date of written intimation from PCMC after completion of 6 month from COD till obtaining Project Implementation Certificate from DIT department of PCMC.	Decided by the Project Officer on the basis of observation and written notices.
2	Setting Central Control Centre as 6 Zone office and 1 at Head Office of PCMC.	After the 6 <sup>th</sup> month from the date of work order.	Rs. 500 per day from the date of written intimation from PCMC after completion of 6 month from COD till obtaining Project Implementation Certificate from	Decided by the Project Officer on the basis of observation and written notices.

			DIT department of PCMC.	
3	Maintain downtime of <12 hrs for vehicles and < 24 hrs for the overall VTS system.	After 6 <sup>th</sup> month from the date of work order.	Rs. 200 per hour per vehicle beyond 12 hrs of downtime from the date of written intimation from PCMC for vehicles and Rs. 500 per hour beyond 24 hrs of downtime from the date of written intimation from PCMC for the overall system.	Decided on the basis of the system generated report.
4	Provide seven (7) technical persons on site (1 per Zone and 1 at Head Office) for managing and resolving technical issues related to the VTS system.	After 6 <sup>th</sup> month from the date of work order	Rs. 1000 per day per person for absence beyond 7 consecutive days	Decided from the Monthly Biometric attendance report generated from the system.
5	Provide software development specialist for integration of VTS system with the proposed GIS system of PCMC and obtain Integration certificate from DIT department of PCMC	After 6 <sup>th</sup> month from the written intimation by the Project Officer	Rs. 500/day beyond six month of written intimation till date of issue of Integration Certificate by the DIT department of PCMC	Decided by the Project Officer on the basis of observation and written notices.
<b>P<sub>B</sub>. City Waste Management Information System for entire city</b>				
6	Provide and ensure its functionality of one android mobile device per waste management vehicle for daily monitoring of waste through City Waste Management Information	After the 6 <sup>th</sup> month from the date of work order	Rs. 100 per day per vehicle without functional mobile device.	Decided from the Monthly Biometric attendance report generated from the system.

	System			
<b>Pc. Undertake Capacity Building &amp; Awareness Generation for waste management in the entire city</b>				
7	Provide 12 member onsite capacity building & awareness team	After 1 <sup>st</sup> month from the date of work order	Rs. 1000 per day per person for absence beyond 7 consecutive days	Decided from the Monthly Biometric Attendance report generated from the system.
8	Monthly Awareness Drive as approved by the Project Officer	After 3 <sup>rd</sup> month from the date of work order	Rs. 5000 per drive not conducted as per number of drives schedule mentioned in the scope of work	System generated report of drives taken.
9	Handheld device based survey of Waste Generator for municipal services as per schedule	One number of survey in 1 <sup>st</sup> Year and two number of survey from 2 <sup>nd</sup> year onwards from the date of work order.	Rs. 50,000 per survey for incomplete coverage.	System generated report regarding coverage of survey.
10	Daily record of waste operations in the city. Project officer shall approve the waste operations information template and has the right to modify the same. In case of template modification, minimum 15 days shall be provided to the Concessionaire for compliance.	After 6 <sup>th</sup> month from the date of work order	Rs. 1000/day for incomplete record of waste operations as per template approved by the Project Officer.	System generated report of daily operations. Data gaps and error identified by the Project Officer in the report.
<b>Pd. Establish, Implement and Manage Waste Collection and Transportation system in the city</b>				
11	Providing manpower as per Part C scope of work in clause 2.3 of this agreement.	After 6 <sup>th</sup> month from the date of work order	Rs. 200 per day per person for absence beyond 2 consecutive days	Decided from the Monthly Biometric Attendance report generated

				from the system.
12	Supply, Installation, maintenance in functional condition 500 litter bins	After 6 <sup>th</sup> month from the date of work order	Rs. 100 per day per non-functional bins after 15 days written intimation by the Project Officer	System Generated report of non-functional bins
13	Daily Coverage of primary waste collection route	After 6 <sup>th</sup> month from the date of work order	Rs. 200 per route per day for incomplete (<90%) coverage of route	Daily route coverage report through VTS and City Waste Management Information System
14	Reporting of daily uncollected waste by citizens or PCMC officers after 4 p.m in PCMC.	After 6 <sup>th</sup> month from the date of work order	Rs. 100 per instance of uncollected waste per day restricted to a maximum value of 5% of the monthly invoice value of Concessionaire.	System generated photographic report of uncollected waste reported or overflowing waste bins reported.
15	Not washing, cleaning & painting of vehicles and bins as per time schedule of the Project Officer	After 6 <sup>th</sup> month from the date of work order	Rs. 100 per instance per day for non-compliance after written intimation	Decided by the Project Officer on the basis of observation and written notices.

d. The penalty shall be levied and charges in monthly invoice of the Concessionaire independent of the other penalty mentioned in clause 8.3 of this agreement as per the applicable time period.

e. The total penalty deducted from monthly Invoice shall be  $P = P_A + P_B + P_C + P_D$

Where, P means total penalty levied to Concessionaire on monthly Invoice.

$P_A$  means total penalty levied for Vehicle Tracking System (VTS) related scope of work as specified in Part A of clause 2.3.

$P_B$  means total penalty levied for City Waste Management Information System related scope of work as specified in Part A of clause 2.3.

$P_C$  means total penalty levied for Capacity Building and Awareness Generation related scope of work as specified in Part B of clause 2.3 and



$P_D$  means total penalty levied for establishing, implementing and managing waste collection and transportation system in PCMC related scope of work as specified in Part C of clause 2.3.

- f. The Concessionaire shall not be deemed to have provided deficient service, and therefore shall not be liable for any penalties or fines, if he is unable to perform his duties or is prevented from performing his duties, due to any force majeure event as mentioned in clause 11, or due to inaccessibility of Project Area due to reasons like road blockade, municipal construction works etc
1. Provided that such reason(s) are brought to the notice of the Project Officer as soon as the Concessionaire or any person authorised on his behalf becomes aware of the same.
  2. The Project Officer shall evaluate the reasons on a case to case basis and shall inform the Concessionaire of his decision, as to whether he deems the reason fit to excuse the Concessionaire from carrying on his duties in the inaccessible area till the time access is restored or he deems the reason unfit and hence the Concessionaire shall be obligated to carry on his duties as usual.

## **9 Payments**

Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, PCMC agrees and undertakes to pay the Concessionaire as per the fee specified by the Concessionaire in his financial proposal, subject to further calculations as per this clause and the Performance Evaluation.

**9.1 Payment Computation**

- a. The payment to the Concessionaire for waste collection & transportation (serial no. 8 of the Commercial Proposal) as per this Agreement shall be computed on a monthly basis.
- b. The payment to the Concessionaire shall be made from the start of the COD.
- c. The SW transported by the Concessionaire at the SW Depot at Moshi shall be measured through a weighment machine located at Nehrunagar & at the SW Depot at Moshi on a daily basis by PCMC official/ staff. The amount of SW measured shall be recorded in a computer/ register maintained by PCMC officials/ staff and a printed counter slip of the waste measured shall be provided to the Concessionaire. The total amount of SW delivered at the SW Depot at Moshi shall then be aggregated for a period of 1 (one) month.
- d. In the event, the weighment machine is not operational, then average SW measured for the past 10 (ten) days when the machine was operational shall be taken into account for arriving at the SW transported per day at the SW Depot at Moshi.
- e. SW transported from each of the three zones A, B & D Zones to the SW Depot at Moshi shall be recorded separately.
- f. The monthly payment to the Concessionaire shall also be subjected to deduction of any Penalties for non-compliance/compliance to the Performance Parameter as mentioned in clause 8.3.
- g. If labour welfare cess is applicable, it shall be deducted from the payment.
- h. The payment for the period starting from COD shall be at the rate applicable for 1<sup>st</sup> year of operation as per the rates quoted in the Commercial Proposal. The subsequent year rates shall be applicable for one calendar year thereafter until the expiry of the Concession Period.
- i. The escalated rate means initial rate quoted in serial no. 8 of the Commercial Proposal of the RFP escalated by 4% every year on the previous year rate;
- j. The payment for a particular month for collection & transportation of waste (serial no. 8 of the commercial proposal) shall hence be computed using the formula given below:

$M_n = (T_n \times W_n) - P_n$
--------------------------------

Where

Abbreviation	Description	Unit
M <sub>n</sub>	Payment to the Concessionaire for the month N	Rs
W <sub>n</sub>	Total amount of SW delivered by the Concessionaire and measured in tonnes in the Nth month by means of weighment machine located at the SW depot in Moshi.	In tonne
T <sub>n</sub>	Fee rate applicable for the year	Rs
P <sub>n</sub>	Penalties to the Concessionaire for the month N as per clause 8.3	Rs

T<sub>n</sub> i.e the fee rate applicable for a particular year shall be computed in the following manner as given in the table below.

<b>Operation Period</b>	<b>Escalation</b>	<b>Fee Rate (Rs. per tonne) T<sub>n</sub> where n is Year 1,2,3,4,5,6,7,8</b>
Year 1	Nil	T <sub>1</sub> = quoted by the Concessionaire in serial no. 8 of the Commercial Proposal
Year 2	4%	T <sub>2</sub> = T <sub>1</sub> X ( 1+ 4% )
Year 3	4%	T <sub>3</sub> = T <sub>2</sub> X ( 1+ 4% )
Year 4	4%	T <sub>4</sub> = T <sub>3</sub> X ( 1+ 4% )
Year 5	4%	T <sub>5</sub> = T <sub>4</sub> X ( 1+ 4% )
Year 6	4%	T <sub>6</sub> = T <sub>5</sub> X ( 1+ 4% )
Year 7	4%	T <sub>7</sub> = T <sub>6</sub> X ( 1+ 4% )
Year 8	4%	T <sub>8</sub> = T <sub>7</sub> X ( 1+ 4% )

- k. The computation of payment for Capacity Building & Awareness generation (serial no 7 of the commercial proposal) shall be on monthly basis. The commercial quotation (serial no. 7) for Capacity Building & Awareness generation shall be divided by 96 and paid on monthly basis for the date of COD.
- l. The computation of payment for commercial proposal serial no. 1 to 6 shall be done on percentage of work completion basis as per the schedule in table 6 below.

**Table 6: Schedule for computation of payment for Commercial Proposal serial no. 1 to 6**

Sr. No.	Schedule for Work Completion	Percentage of Payment
1	Installation, testing, one month successful operation and obtaining Project Implementation Certificate from the Project Officer for the respective work specified in the Commercial proposal under serial no. 1 to 6	40% of the cost for the respective work under the commercial proposal
2	Operation and Maintenance of the respective work specified in the Commercial proposal under serial no. 1 to 6	60% of the cost for the respective work under the commercial proposal shall be divided by the remaining months of the contract from the date of obtaining the Project Implementation certificate and shall be paid on monthly basis.

## **9.2 Mechanism for payment**

- a. The payment to the Concessionaire shall be on a monthly basis.
- b. The payment computation shall be centralised from the Health Deptt. (head office) of PCMC.
- c. The Concessionaire shall submit an invoice as per the SCHEDULE C: to the Health Executive Officer of PCMC on a monthly basis for the release of payment. The Concessionaire shall also submit the vehicle maintenance, vehicle insurance, RTO Passing and minimum wages payment report on monthly basis for the release of payments.
- d. The Concessionaire shall also enclose with the invoice the statement of any Penalties levied for non-achievement of the Performance Parameters provided from the system.
- e. The Concessionaire shall as per the invoice format mentioned in the SCHEDULE C: calculate the amount payable based on the Penalties as per clause 8.3 and submit the same to the Health Executive Officer.
- f. In the event the Concessionaire has issues with the terms of the Penalties imposed, the Concessionaire shall then inform the Health Executive Officer before submission of invoice.
- g. The Health Executive Officer shall verify the submission of the Concessionaire and shall further process for the release of payment.
- h. The Jt. Commissioner of PCMC shall upon receipt of the monthly invoice from the Health Executive Officer shall validate the invoice and shall have the right to seek additional information and thereafter make arrangements for payment of such amounts within 15 days of the receipt of such information.
- i. All payments to the Concessionaire by PCMC shall be made by way of electronic payment gateway in the Concessionaire bank account.
- j. Notwithstanding anything mentioned above, the onus of proof regarding the daily waste management by the Concessionaire shall rest with the Concessionaire. The Concessionaire shall be responsible for providing all necessary evidence as demanded by the Project Officer.

The Project Officer also reserves the right to institute an independent audit of the records and the operations satisfy himself on the said proof provided by the Concessionaire.

## **9.3 Accidents:**

- a. It shall be the Concessionaire's responsibility to protect against accidents on the works. He shall indemnify PCMC against any claim for damage or injury to persons or property resulting from and in the course of work and also under the provision of the Acts mentioned herein below.

On the occurrence of an accident arising out of works which results in death or which is so serious as to be likely to result in death the Concessionaire shall within 24 hours of such accident, report in writing to the Project Officer, the fact stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accounts on the works involving injuries to person or damages to property other than that of the Concessionaire shall be promptly reported to the Project Officer, stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. The Concessionaire shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequences of the Project and

against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

The Concessionaire shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of,

- a. Payment of Wages Act, 1936
- b. Minimum Wages Act, 1948
- c. Employers Liability Act, 1938
- d. The Workmen's Compensation Act, 1923
- e. Industrial Dispute Act, 1947
- f. Indian Factories Act, 1948
- g. Maternity Benefit Act, 1961
- h. Motor Vehicle Act, 1988
- i. Contract Labour (Regulations and Abolition) Act, 1973
- j. Any other law applicable

Or any modifications thereof and the rules made thereunder from time to time or as a consequence or any accident or injury to any workman, whether in the employment of the Concessionaire or not, save and except where such accident or injury and against all sum or sums which may with the consent of the Concessionaire be paid to compromise or compound any such claims without limiting its obligations and liabilities as above provided. The Concessionaire shall insure against all claims damages or compensation payable under the various Acts mentioned above or any modifications thereof or any other law relating thereto.

- b. In the event of an accident in respect of which compensation may become payable under any Act as referred in the sub-clause (a) or any other act including all modifications thereof whether such compensation may become payable by the Concessionaire or by PCMC, PCMC shall retain whole or part of the payment due and payable to the Concessionaire such sum or sums of money as may in the opinion of PCMC sufficient to meet such liability, on receipt of award from the Labour Commissioner in regards to the quantum of compensation the difference in amount will be adjusted.
- c. If the Concessionaire operates the vehicles provided by PCMC without a valid driving license & cause damage to the Third Party or own vehicle, the Concessionaire shall indemnify PCMC regarding the claims arising out of it.

## **10 Accounts and Auditing**

- a. The Concessionaire is required to maintain separate and proper books of accounts for the Project as per the prevalent Indian Companies Act, 2013 and applicable provisions of the relevant acts, laws and rules in India.
- b. The Concessionaire shall make arrangements for getting these books audited by an independent auditor annually within 60 days of close of financial year.
- c. The Concessionaire shall make available the audit report and the auditor's statement along with copies of the books for inspection by PCMC within 10 days of completion of such audit and the accounts audited should be as per the prevalent provisions of the Indian Companies Act, 2013.

## **11 Force Majeure**

### **11.1 Definition of Force Majeure**

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money;

- a. the effect of any natural element or other Act of God, including, but not limited to any rain storm leading to flooding of the Concession Area, lightning, earthquake, cyclone or other natural disaster;
- b. fire or explosion, each case not being due to (a) inherent defects of the equipment comprising the Project (b) the failure to operate the Project in accordance with prudent business practices or (c) circumstances within the reasonable control of the affected Party's contractors;
- c. act of war (whether declared or undeclared), sabotage, terrorism or act of public enemy, (including the acts of any independent unit or individual engaged in activities in furtherance of a program of irregular warfare), acts of belligerents or foreign enemies (whether accorded diplomatic recognition or not), blockades, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- d. strikes, labour disruptions or any other industrial disturbances in Pimpri City as a whole and not specific to the Project which restrict the Concessionaire from performing his duties;

- e. any governmental Agency's unreasonable delay, denial or refusal to grant or renew or any unreasonable revocation of any required permit, license, approval or authorisation, including Governmental Authorisations, provided that such adverse governmental action or inaction did not result from the Concessionaire's non compliance with any Applicable Law or any condition to the granting or maintenance of any such permit, license, approval or authorisation that was in effect on the date of signing this Agreement;
- f. the expropriation or compulsory acquisition by any Government Agency of (a) any shares in the Project Company if the result would be to acquire control of the subject Project Company or (b) any assets or rights of the Project Company.
- g. early termination of this Agreement by PCMC for reasons of national security or national emergency

### **11.2 Exclusions from Force Majeure**

Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure:

- a. Unavailability, late delivery of equipment, materials, spare parts or consumables for the Project;
- b. A delay in the performance of any contractor or supplier
- c. Non-performance resulting from normal wear and tear typically experienced in a Project of this kind; and non-performance caused by, or connected with, the non-performing Party's (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the Laws of India, or (c) breach of, or default under this Agreement.

### **11.3 Notification Obligations**

The Party claiming the Force Majeure shall inform the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable. The affected Party shall thereafter furnish weekly reports with respect to its progress in overcoming the adverse effects of such event or circumstance and as soon as reasonable practicable shall submit to the other Party information supporting the claim for relief under this clause.

The Party claiming Force Majeure shall give notice to the other Party of the cessation of the relevant event or circumstance of Force Majeure and the cessation of the effects of such event or circumstance of Force Majeure on the enjoyment by such Party of its rights or the performance by such Party of its obligations under this Agreement as soon as practicable after becoming aware of such cessation.

### **11.4 Consequences of Force Majeure**

- a. Neither Party shall be responsible or liable for or deemed in breach thereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement solely due to one or more Force Majeure or its or their effects or by any combination thereof, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis; provided, however, that no relief shall be granted to the Party claiming Force Majeure pursuant to this clause to the extent that such failure or delay would have nevertheless been experienced by that Party had such Force Majeure not occurred.
- b. Except as otherwise provided in this clause, any time period specified for the performance of any obligation hereunder by the affected Party shall be extended by a period equal to the

duration of the Force Majeure event or circumstance provided that the affected Party shall not be entitled to any such extension to the extent that such delay or failure to perform would have occurred, irrespective of the Force Majeure event or circumstance.

- c. Either Party shall have the right to terminate the Agreement in the event of pendency of the Force Majeure conditions for a consecutive period of 120 (one hundred and twenty) days.



## **12 Events of default and termination**

### **12.1 Events of default**

Event of default shall mean either Concessionaire event of default or PCMC event of default or both as the context may admit or require.

#### **a. Concessionaire event of default**

Any of the following events shall constitute an event of default by the Concessionaire (“Concessionaire event of default”) unless such event has occurred as a result of one or more reasons set out in clause 6.5 :

- i. The Concessionaire has failed to achieve COD within 60 (sixty) days of Commencement Date, for any reason whatsoever;
- ii. The Concessionaire has failed to achieve financial closure within 60 (sixty) days of signing of this Agreement;
- iii. The Concessionaire has failed to collect and transport SW for a continuous period of 3 days or an aggregate period of 7 days, in one or more of the specified routes, in any month, for reasons solely attributable to the Concessionaire;
- iv. The Concessionaire has failed to insure the Vehicles and 60 (sixty) days have elapsed from the date of signing of the Agreement or in the event of the renewal of the insurance policy.
- v. The Concessionaire disposes the SW collected into any area other than the SW Depot at Moshi, without written consent of PCMC;
- vi. The Concessionaire attempts to collect SW from any area other than the Concession Area without consent of PCMC;
- vii. The Concessionaire has failed to replenish the Performance security within 5 working days of the encashment by PCMC of the earlier Performance Security;
- viii. The Concessionaire has failed to make any payments due to PCMC and more than 90 (ninety) days have elapsed since such payment default;
- ix. The Concessionaire is in material breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 (sixty) days from the date of issuance of notice by PCMC;
- x. Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- xi. The Concessionaire has abandoned the Project Facilities;
- xii. The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- xiii. The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a material adverse effect on the project and such attachment has continued for a period exceeding 90 days.

- xiv. The Concessionaire wilfully marks up the amount of SW handled by increasing its weight through techniques that could be interpreted as deceiving or misleading the Project Officer on the quantity of waste received by manipulating records and documentation etc.
- xv. Any other instance explicitly mentioned in this Agreement as having constituted an event of default.

**b. PCMC event of default**

Any of the following events shall constitute an event of default by PCMC (“PCMC” event of default), unless caused by a Concessionaire event of default or a force majeure event:

- i. PCMC has failed to make any payments due to the Concessionaire and more than 180 days have elapsed since such default;
- ii. PCMC is in material breach of any of its obligations under this Agreement and has failed to cure such breach within 60 days of receipt of notice thereof issued by the Concessionaire;
- iii. PCMC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- iv. Any representation made or warranties given by PCMC under this Agreement has been found to be false or misleading

**12.2 Termination due to event of default**

**a) Termination Notice**

If a party having become entitled to do so decides to terminate this Agreement pursuant to the preceding sub clause (a) or (b), it shall issue termination notice setting out:

- i. In sufficient detail the underlying event of default;
- ii. The termination date, which shall be a date occurring not earlier than 60 days from the termination notice;
- iii. The estimated termination payment including the details of computation thereof; and,
- iv. Any other relevant information

**b) Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if a party who has been served with the termination notice cures the underlying event of default to the satisfaction of the other party at any time before the termination occurs, the termination notice shall be withdrawn by the party which had issued the same.

Provided that the party in breach shall compensate the other party for any direct costs/consequences occasioned by the event of default which caused the issue of termination notice.

**c) Termination payments**

Upon termination of this Agreement on account of PCMC event of default, the Concessionaire shall be entitled to withdraw the Performance Security, if subsisting.

Upon termination of this Agreement on account of the Concessionaire’s event of default, PCMC shall be entitled to appropriate the Performance Security.

The Concessionaire shall continue to receive the monthly Tipping Fee for the services provided in accordance with the Agreement until the termination of this Agreement in a manner as stipulated in the clause 9.

### **12.3 Rights of PCMC on termination**

- a. Upon termination of this Agreement, PCMC have the power and authority to:
  - i. Enter upon and take possession and control of the Project Facilities forthwith;
  - ii. Prohibit the Concessionaire and any person claiming through or under the Concessionaire from using/dealing with the Project Facilities;
- b. Upon termination of this agreement due to a Concessionaire or PCMC event of default, PCMC shall not have any right of possession over the assets of the Concessionaire. It is hereby clarified that the assets of the Concessionaire shall mean the additional vehicles owned and deployed by the Concessionaire for the operation and maintenance of the Project.
- c. Notwithstanding anything contained in this Agreement, PCMC shall not, as a consequence of termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Concessionaire in connection with the Project, and the handover of the Project Facilities by the Concessionaire to PCMC shall be free from any such obligation.

## **13 Hand back and Transfer Requirements**

### **13.1 Ownership**

Without prejudice and subject to the Concession, the ownership of the Project Facilities provided by PCMC to the Concessionaire, including all modifications, renovations and improvements made therein by the Concessionaire, shall at all times remain that of PCMC. Only movable vehicles and machinery installed for MRF/ transfer station and the vehicles provided by Concessionaire for waste collection and transportation of waste shall have the ownership of the Concessionaire.

### **13.2 Concessionaire's Obligations**

The Concessionaire shall at the end of the Concession Period hand back all of its vacant and peaceful possession of the existing Project Facilities including fixed assets, Vehicles provided by PCMC to the Concessionaire and improvements made therein by the Concessionaire, to PCMC free of cost and in good operable condition.

- a. At least 6 (six) months before the expiry of the Concession Period a joint inspection of the Project Facilities shall be undertaken by PCMC, Project Officer and the Concessionaire. PCMC/ Project Officer shall, within 45 days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs, if any, to be carried out. The Concessionaire shall promptly undertake and complete such works/ jobs at least three months prior to the expiry of the Concession Period and ensure that the Project Facilities continue to meet such requirements until the same are handed back to PCMC.
- b. PCMC/ Project Officer shall within 45 days of the joint inspection undertaken under preceding clause (b) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be handed back to PCMC.
- c. The Concessionaire hereby acknowledges PCMC's rights specified in Clause 12.3 enforceable against it upon Termination and its corresponding obligations arising thereof. The Concessionaire undertakes to comply with and discharge promptly all such obligations.

### **13.3 PCMC's Obligations**

PCMC shall, subject to PCMC's right to deduct amounts from the Performance Security towards:

- a. Carrying out works/ jobs listed under Clause 13.2, which have not been carried out by the Concessionaire
- b. Purchase of items, which have not been handed back to PCMC in terms of Clause 13.2 and
- c. Any outstanding dues, which may have accrued in respect of the Project during the Concession Period

Duly discharge and release to the Concessionaire, the amounts in the Performance Security account or balance therein after deductions in respect to (a), (b) and (c) above, as the case may be, upon issuance of certificate from Project Officer regarding compliance by the Concessionaire with the Hand back and Transfer Requirements.

### **14 Joint Committee**

A Joint Committee of 5 (five) members, comprising of 3 (three) members from PCMC and 2 (two) members from Concessionaire shall be set up for this Project. The Joint Committee shall be chaired by the Jt. Commissioner of PCMC. The objective of Joint Committee shall be to arrive at amicable decisions in case of any disputes or disagreement with respect to this Project and this Agreement

### **15 Dispute Resolution**

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties and/or their associates/nominees, howsoever arising under, out of or in relation to this Agreement, at first level shall be referred to the Joint Committee.

In the event the dispute remains unresolved, then the same shall be referred to a PCMC Dispute Resolution Committee chaired by the Commissioner of PCMC and comprising of the Internal Auditor of PCMC, the Chief Accounts Officer of PCMC, Joint Commissioner of PCMC and the Concessionaire.

Any Dispute which is not resolved by the PCMC Dispute Resolution Committee shall be finally decided by the Court in Pimpri Chinchwad or Pune. The court shall make a reasoned award (the "Award"). Any Award made in any court held pursuant to this clause shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any court proceedings hereunder.

### **15.1 Performance during dispute**

Pending the resolution of any dispute, the parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such resolution.

## **16 Representations and warranties**

### **16.1 Representations and warranties of the Concessionaire**

- a. **The Concessionaire represents and warrants to PCMC that:** It is duly organised, validity existing and in good standing under the laws of India;
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- d. It has the financial standing and capacity to undertake the project;
- e. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Concessionaire's memorandum and articles of association or any applicable laws or any covenant, Agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- g. There are no actions, suits, proceedings or investigations pending or to the Concessionaire's knowledge threatened against it at law or in equity before any court or before any judicial, quasi judicial or other authority, the outcome of which may constitute Concessionaire event of default or which individually or in the aggregate may result in material adverse effect;
- h. It has complied with all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect;
- i. Subject to the receipt by the Concessionaire from PCMC of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Concessionaire in and to the Project

Facilities shall pass to and vest in PCMC on the termination date free and clear of all encumbrances without any further act or deed on the part of the Concessionaire or PCMC

- j. No representation or warranty by the Concessionaire contained herein or in any other document furnished by it to PCMC or to any government agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state material fact necessary to make such representation or warranty not misleading.
- k. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Concessionaire to any person to procure the concession
- l. Without prejudice to any express provision contained in this Agreement, the Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has after a complete and careful examination made an independent evaluation of the project requirements and the information provided by PCMC, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Concessionaire in the course of performance of its obligations hereunder.
- m. The Concessionaire also acknowledges and hereby accepts the risk of inadequacy. Mistake or error in or relating to any of the matters set forth above and hereby confirms that PCMC shall not be liable for the same in any manner whatsoever to the Concessionaire.

## **16.2 Representations and warranties of PCMC**

PCMC represents and warrants to the Concessionaire that:

- a. PCMC has full power and authority to grant the concession;
- b. PCMC has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- c. This Agreement constitutes PCMC legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d. There are no legal suits or other legal proceedings pending or threatened against PCMC in respect of the Project Facilities or the Project.

## **16.3 Obligation to notify change`**

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

## **17 Miscellaneous**

### **17.1 Governing law and jurisdiction**

This Agreement shall be governed by the laws of India. The courts at Pimpri-Chinchwad shall have jurisdiction over all matters arising out of or relating to this Agreement.

### **17.2 Waiver**

- a. Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under this Agreement:
  - i. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;

- ii. Shall not be effective unless it is in writing and executed by a duly authorised representative of such party; and
  - iii. Shall not affect the validity or enforceability of this Agreement in any manner.
- b. Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

**17.3 Survival**

Termination of this Agreement

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

**17.4 Amendments**

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

**17.5 Notices**

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

***If to PCMC:***

The Joint Commissioner  
Pimpri Chinchwad Municipal Corporation

-----  
-----

***If to the Concessionaire:***

The Chief Executive  
----- Limited

-----  
-----

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

In the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address, and

In the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

#### **17.6 Severability**

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

#### **17.7 No partnership**

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

#### **17.8 Language**

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

#### **17.9 Exclusion of implied warranties etc.**

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

#### **17.10 Counterparts**

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

#### **17.11 Costs**

The Concessionaire shall bear all the costs related to the signing and registration of this Agreement including but not limited to stamp duties and registration charges.



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

SIGNED, SEALED AND DELIVERED

For and on behalf of PCMC by:

For and on behalf of the Concessionaire by:

Signature

Name

Designation

In the presence of:

**SCHEDULE A: APPLICABLE PERMITS**

<b>Sr. No.</b>	<b>PERMIT</b>	<b>AGENCY</b>
1	Permits for driver	
a	Permanent driving license depending on vehicle type	GoM
2	Water Connection	PCMC
4	Application for PAN and other tax registrations	Concerned Department of GoM and GoI

**SCHEDULE B: MIRCO PLAN**

The Micro Plan should detail out the activities listed below but not limited to -

a. Work Plan – Routes, timing and frequency

The Concessionaire shall mark not limited to the below following details on each of the route

- i. Number of households/ commercial establishment/ other generators covered on the route
- ii. Start time and end time of SW collection on each of such route
- iii. Number and name of stoppage on each of the routes
- iv. Key landmarks on the routes
- v. Time of offloading of SW in the secondary collection bins
- vi. Number of trips of each of the Vehicle
- vii. Timing of lifting of secondary collection bins by dumper placer or emptying the bins using compactors
- viii. Separate SW collection mechanism from vegetable markets with details of timing, route plan etc.
- ix. Time of offloading of SW at SW Depot at Moshi for each of the secondary waste transportation vehicle

b. Resource Utilization Statement

A statement indicating the deployment and utilization of the resources shall be provided. The statement shall include proposed organisational structure, employee deployment, equipment procurement and utilisation, contracting services, utilisation of office and other facilities.

- i. List of all the employees deployed for this Project with name and designation with identity proofs.
- ii. Details of employees deployed on each of the route and with each vehicle with their names, identity, driving licences of driver's etc.
- iii. Proposed organisational structure of the Concessionaire to implement and manage the project.

**SCHEDULE C: INVOICING FORMAT**

The Concessionaire shall submit the invoice in the following format to the Health Department of PCMC.

*(On the letter head of the Concessionaire)*

Ref no.:

Date:

Invoice No.:

To,

The Health Executive Officer,

Pimpri Chinchwad Municipal Corporation,

Pimpri

**Subject:** Submission of invoice for the period dd/mm/yy to dd/mm/yy for the project “Operation and Management of door to door segregated collection and Transportation of SW to SW Depot at Moshi for A, B & D Zones of PCMC”

**Reference:** Work order no. \_\_\_\_\_ dated \_\_\_\_\_.

**Dear Sir/ Madam,**

With reference to the aforementioned subject, please find below the details for invoice

S. No.	Particular	Details
1	Billing Period	<u>dd/mm/yy</u> to <u>dd/mm/yy</u>
2	Total Waste delivered at at solid waste depot in Moshi	_____ Ton
3	Applicable Fee Rate (Commercial Proposal serial no. 8)	Rs.
4	Total Amount (Row 2 x Row 3)	Rs.
5	Deductions for Penalties (Rs in figures and in words)	Rs
6	Monthly payment for Capacity Building and Awareness (Commercial Proposal serial no. 7)	
7	Addition of payment for percentage work completion as per schedule for Commercial Proposal serial no. 1 to 6	Rs.
8	Final Payment (Rs in figures and in words) (Row 4 + Row 6 + Row 7 – Row 5)	Rs.

Regards,

Signature

Authorised Persons's Name

**Enclosure:**

- 1) Monthly MIS report of Penalties for non-achievement of Performance Parameters.
- 2) Report for completion of work as per schedule for the Commercial Proposal serial no. 1 to 9.

**SCHEDULE D: SOLID WASTE DATA COMPILATION FORMAT**

**Door to Door Segregated Collection, encouraging decentralised Processing and Transportation of SW to SW Depot**

**KEY PERFORMANCE INDICATORS**

Date: / /2016

**OF Ward:**

WARD NO:                      WARD NAME:

**HOUSEHOLD DETAILS:**

Household / Properties type	Previous Week Status:			+/- within week	Current Week Status:			Prabhag Population (p) = (i+i1)*4 =	
	Total HHs	Seg.	Non-Seg.		Seg.	Non-Seg.	% of Seg.	At Source Seg. HHs	% of Seg.
Non-Slum (i)									
Slum (ii)									
Commercial									
<b>Total Properties:</b>									

**[A] DOOR TO DOOR COLLECTION OF WASTE:**

No. of households Covered with the help of	Previous week Status			+/- within week	Current week Status			Justification
	Slum	Non-Slum	Com.		Slum	Non-Slum	Com.	
Waste pickers								
Gate collection by Ghantagadi								
Private tempo								
Private tractor								
Any other method								
<b>Total households covered</b>								<b>Total HHs.Covered (c) =</b>
<b>Coverage:</b>	<b>%</b>				<b>% = (c/Total properties*100)</b>			

**[B] COLLECTION EFFICIENCY OF MUNICIPAL SOLID WASTE:**

Total waste generation in the Prabhag as estimated by PMC Officials (a) =                      ton			
Waste collection by PMC authorized service providers (in TPD)		Current week	Justification (Authentic wt. should be taken from ramp / supporting doc needs to be attached)
<b>Segregated Wet waste:</b>			Wet waste details
			Vehicle No.    Weight (ton)    Supporting document details
1) Wet waste collected by Ghantagadi	Disposed by WPs Gate collection		
2) Wet waste collection by tempo			
3) Wet waste collection by any other method		Total =	
4) Wet processed at Generation point	Within Soc. Pits Within Soc. Biogas		Details on back page Details on back page
<b>Total Wet waste collected [x]:</b>			<i>Segregated wet waste</i>
<b>Segregated Dry waste:</b>			Dry waste details
			Vehicle No.    Weight (ton)    Supporting document details
1) Dry waste collected by Ghantagadi	Disposed by WPs Gate collection		
2) Dry waste collection by tempo			
3) Dry waste collection by any other method		Total =	
4) Sale of Scrap by Waste pickers		Each WP =                      kg X No. of WPs =                      =                      TPD	
5) Dry waste Collection by Unorganized WPs			<i>Observations:</i>
<b>Total Dry waste collected [y]:</b>			<i>Segregated dry waste</i>
<b>Total segregated waste collected [x + y]:</b>			Total segregated waste = Wet waste + Dry waste
<b>Mixed waste:</b>			Mixed waste details
			Vehicle No.    Weight (ton)    Supporting document details
1) Mixed waste collected by Ghantagadi			
2) Mixed waste collection by tempo			
3) Mixed waste by any other method		Total =	
4) Mixed waste collection by container/bins		Approximate wt. per bin =                      ton X No. of bins =                      =                      TPD	
<b>Total mixed waste collected [z]:</b>			<i>Mixed Waste</i>
<b>Total waste collected (x + y + z):</b>			<i>Total waste collected within Prabhag</i>
<b>Collection Efficiency:</b>		Previous week =                      %	Current week =                      %    = [(x + y + z) / a * 100]

**[C] EXTENT OF SEGREGATION OF MUNICIPAL SOLID WASTE:**

<b>Extent of Segregation:</b>	Previous week =                      %	Current week =                      %	= [(x + y) / (x + y + z)] * 100
-------------------------------	--	---------------------------------------	---------------------------------

**[D] EXTENT OF RECOVERY OF MUNICIPAL SOLID WASTE (EXTENT OF RECYCLE OF WASTE):**

Waste processed/recycled within Prabhag TPD (b)	Current week	Justification
1) Compost pits operated by PMC		Details on back page
2) Biogas operated by PMC		Details on back page
3) Compost pits operated by citizens		Details on back page
4) Biogas operated by citizens		Details on back page
5) Sale of scrap through waste pickers		Sale of scrap by WPs as mentioned above
<b>Total waste processed/recycled (b):</b>		
<b>Extent of Recovery/Recycle:</b>	Previous week =                      %	Current week =                      %    = [b/(x + y + z) * 100]

**Door to Door Segregated Collection, encouraging decentralised Processing and Transportation of SW to SW Depot**

**Compost Pits/Biogas Status within WARD (Operated by Citizens):**

Property Type	Properties having Pits	Property Status – Compost Pits			Property Status - Biogas			No. of individual HHHs contributing to wet waste processing / Remarks
		Active Societies	Non-Active Societies	Waste Processed	Active Biogas	Non-Active Biogas	Waste Processed	
Societies								Flats =
Communities								
Bungalows								
Individual HHHs								
Hotel/Com./Other								

**List of Societies/ Bungalows/Individual HHHs added to DTDC and/or Segregation within week (Attach separate sheet if required):**

Name of soc./ individual household owner	Slum / Non-Slum / Com.	No. of households	No. of HHHs. Joined for DTDC	No. of HHHs. Joined to Seg. at Secondary Level	No. of HHHs. Joined for At Source Seg.	Mode of DTDC	Properties verified for <u>AT SOURCE SEG.</u> by management team within week	Total no. of Properties verified for <u>AT SOURCE SEG.</u> by management team

Any Special Activity / Task Achieved within week / Brief your weekly activity date wise:	Awareness Activity details :	Previous week counter	+ within week	Current week counter
	1] Soc. meeting			
	2] Film/PPT			
	3] Rally			
	4] Street Play			
	5] Puppet Show			
	6] Poster Show			
	7] Chalata-Bolata			
	8] Home Minister			
	9] Haldi-Kunku			
	10] SHG Meeting			
	11] WP Meeting			
	12] Other :if any			
Date of Ward Office meeting with PMC :				

Remarks if any:

Name & Sign. of WARD Coordinator  
with date of Submit

**Definitions of Indicators (Details for updating Indicators taken on any day within the week):**

[A] Door to door collection of waste (DTDC)	Percentage of households and establishments that are covered by daily door-step collection system.	Include doorstep collection through Waste pickers, ghantatrucks, private tempos and any other method This can even include door-to-door collection systems operated by sweepers and watchmen of the society etc.
[B] Collection efficiency of MSW	Total waste collected by PMC and authorized service providers versus the total waste generated	Daily generation should be aggregated to calculate the total daily quantum
[C] Extent of Segregation of MSW	% of households and establishments that segregate their waste. Segregation should be at least separation of wet and dry waste at the source, i.e. at household or establishment level.	It is therefore important that this indicator is based on measurement of waste arriving in segregated manner at the treatment/ disposal site, rather than measuring the same at collection point.
[D] Extent of Recovery/Recycle of MSW	This is an indication of the quantum of waste collected which is either recycled or processed. This is expressed in terms of % of waste collected	Total quantum of waste intake by waste processing/ recycling facilities operated by the PMC or operator by citizens at locality level.

**SCHEDULE E: EXISTING VEHICLES PROVIDED BY PCMC**

Sr. No.	Vehicle No.	Type of Vehicle	Vehicle Make	Year of Purchase	Insurance Cover till	RTO passing validity date
1	MH 14/ AZ 9937	Auto Rickshaw Hopper	Tata Ace	Oct-10		
2	MH 14/AZ 9938	Auto Rickshaw Hopper	Tata Ace	Oct-10		
3	MH 14/AZ 9939	Auto Rickshaw Hopper	Tata Ace	Oct-10		
4	MH 14/AZ 9940	Auto Rickshaw Hopper	Tata Ace	Oct-10		
5	MH 14/AZ 9941	Auto Rickshaw Hopper	Tata Ace	Oct-10		
6	MH 14/AZ 9944	Auto Rickshaw Hopper	Tata Ace	Oct-10		
7	MH 14/AZ 9945	Auto Rickshaw Hopper	Tata Ace	Oct-10		
8	MH 14/AZ 9946	Auto Rickshaw Hopper	Tata Ace	Oct-10		
9	MH 14/AZ 9947	Auto Rickshaw Hopper	Tata Ace	Oct-10		
10	MH 14/AZ 9949	Auto Rickshaw Hopper	Tata Ace	Oct-10		
11	MH 14/AZ 9950	Auto Rickshaw Hopper	Tata Ace	Oct-10		
12	MH 14/AZ 9951	Auto Rickshaw Hopper	Tata Ace	Oct-10		
13	MH 14/AZ 9952	Auto Rickshaw Hopper	Tata Ace	Oct-10		
14	MH 14/AZ 9953	Auto Rickshaw Hopper	Tata Ace	Oct-10		
15	MH 14/AZ 9954	Auto Rickshaw Hopper	Tata Ace	Oct-10		
16	MH 14/AZ 9955	Auto Rickshaw Hopper	Tata Ace	Oct-10		
17	MH 14/AZ 9956	Auto Rickshaw Hopper	Tata Ace	Oct-10		
18	MH 14/AZ 9957	Auto Rickshaw Hopper	Tata Ace	Oct-10		
19	MH 14/AZ 9958	Auto Rickshaw Hopper	Tata Ace	Oct-10		
20	MH 14/AZ 9959	Auto Rickshaw Hopper	Tata Ace	Oct-10		
21	MH 14/AZ 9960	Auto Rickshaw Hopper	Tata Ace	Oct-10		
22	MH 14/AZ 9961	Auto Rickshaw Hopper	Tata Ace	Oct-10		
23	MH 14/AZ 9962	Auto Rickshaw Hopper	Tata Ace	Oct-10		
24	MH 14/AZ 9963	Auto Rickshaw Hopper	Tata Ace	Oct-10		
25	MH 14/AZ 9964	Auto Rickshaw Hopper	Tata Ace	Oct-10		
26	MH 14/AZ 9965	Auto Rickshaw Hopper	Tata Ace	Oct-10		
27	MH 14/AZ 9966	Auto Rickshaw Hopper	Tata Ace	Oct-10		
28	MH 14/AZ 9967	Auto Rickshaw Hopper	Tata Ace	Oct-10		
29	MH 14/AZ 9968	Auto Rickshaw Hopper	Tata Ace	Oct-10		
30	MH 14/AZ 9969	Auto Rickshaw Hopper	Tata Ace	Oct-10		
31	MH 14/AZ 9970	Auto Rickshaw Hopper	Tata Ace	Oct-10		
32	MH 14/AZ 9971	Auto Rickshaw Hopper	Tata Ace	Oct-10		
33	MH 14/AZ 9972	Auto Rickshaw Hopper	Tata Ace	Oct-10		
34	MH 14/AZ 9973	Auto Rickshaw Hopper	Tata Ace	Oct-10		
35	MH 14/AZ 9974	Auto Rickshaw Hopper	Tata Ace	Oct-10		
36	MH 14/AZ 9975	Auto Rickshaw Hopper	Tata Ace	Oct-10		
37	MH 14/AZ 9976	Auto Rickshaw Hopper	Tata Ace	Oct-10		



**Door to Door Segregated Collection, encouraging decentralised Processing and Transportation of SW to SW Depot**

<b>Sr. No.</b>	<b>Vehicle No.</b>	<b>Type of Vehicle</b>	<b>Vehicle Make</b>	<b>Year of Purchase</b>	<b>Insurance Cover till</b>	<b>RTO passing validity date</b>
38	MH 14/AZ 9977	Auto Rickshaw Hopper	Tata Ace	Oct-10		
39	MH 14/AZ 9978	Auto Rickshaw Hopper	Tata Ace	Oct-10		
40	MH 14/AZ 9979	Auto Rickshaw Hopper	Tata Ace	Oct-10		
41	MH 14/AZ 9980	Auto Rickshaw Hopper	Tata Ace	Oct-10		
42	MH 14/AZ 9981	Auto Rickshaw Hopper	Tata Ace	Oct-10		
43	MH 14/AZ 9982	Auto Rickshaw Hopper	Tata Ace	Oct-10		
44	MH 14/AZ 9983	Auto Rickshaw Hopper	Tata Ace	Oct-10		
45	MH 14/AZ 9984	Auto Rickshaw Hopper	Tata Ace	Oct-10		
46	MH 14/AZ 9985	Auto Rickshaw Hopper	Tata Ace	Oct-10		
47	MH 14/AZ 9986	Auto Rickshaw Hopper	Tata Ace	Oct-10		
48	MH 14/AZ 9987	Auto Rickshaw Hopper	Tata Ace	Oct-10		
49	MH 14/AZ 9988	Auto Rickshaw Hopper	Tata Ace	Oct-10		
50	MH 14/AZ 9989	Auto Rickshaw Hopper	Tata Ace	Oct-10		
51	MH 14/AZ 9990	Auto Rickshaw Hopper	Tata Ace	Oct-10		
52	MH 14/AZ 9991	Auto Rickshaw Hopper	Tata Ace	Oct-10		
53	MH 14/AZ 9992	Auto Rickshaw Hopper	Tata Ace	Oct-10		
54	MH 14/AZ 9994	Auto Rickshaw Hopper	Tata Ace	Oct-10		
55	MH 14/AZ 9995	Auto Rickshaw Hopper	Tata Ace	Oct-10		
56	MH 14/AZ 9996	Auto Rickshaw Hopper	Tata Ace	Oct-10		
57	MH 14/AZ 9997	Auto Rickshaw Hopper	Tata Ace	Oct-10		
58	MH 14/AZ 9998	Auto Rickshaw Hopper	Tata Ace	Oct-10		
59	MH 14/CJ 102	Auto Rickshaw Hopper	Tata Ace	Oct-10		
60	MH 14/CJ 103	Auto Rickshaw Hopper	Tata Ace	Oct-10		
61	MH 14/CJ 104	Auto Rickshaw Hopper	Tata Ace	Oct-10		
62	MH 14/CJ 105	Auto Rickshaw Hopper	Tata Ace	Oct-10		
63	MH 14/CJ 106	Auto Rickshaw Hopper	Tata Ace	Oct-10		
64	MH 14/CJ 107	Auto Rickshaw Hopper	Tata Ace	Oct-10		
65	MH 14/CJ 108	Auto Rickshaw Hopper	Tata Ace	Oct-10		
66	MH 14/CJ 12	Auto Rickshaw Hopper	Tata Ace	Oct-10		
67	MH 14/CJ 15	Auto Rickshaw Hopper	Tata Ace	Oct-10		
68	MH 14/CJ 16	Auto Rickshaw Hopper	Tata Ace	Oct-10		
69	MH 14/CJ 17	Auto Rickshaw Hopper	Tata Ace	Oct-10		
70	MH 14/CJ 18	Auto Rickshaw Hopper	Tata Ace	Oct-10		
71	MH 14/CJ 19	Auto Rickshaw Hopper	Tata Ace	Oct-10		
72	MH 14/CJ 20	Auto Rickshaw Hopper	Tata Ace	Oct-10		
73	MH 14/CJ 21	Auto Rickshaw Hopper	Tata Ace	Oct-10		
74	MH 14/CJ 23	Auto Rickshaw Hopper	Tata Ace	Oct-10		
75	MH 14/CJ 24	Auto Rickshaw Hopper	Tata Ace	Oct-10		
76	MH 14/CJ 25	Auto Rickshaw Hopper	Tata Ace	Oct-10		
77	MH 14/CJ 26	Auto Rickshaw Hopper	Tata Ace	Oct-10		

**Door to Door Segregated Collection, encouraging decentralised Processing and Transportation of SW to SW Depot**

<b>Sr. No.</b>	<b>Vehicle No.</b>	<b>Type of Vehicle</b>	<b>Vehicle Make</b>	<b>Year of Purchase</b>	<b>Insurance Cover till</b>	<b>RTO passing validity date</b>
78	MH 14/CJ 27	Auto Rickshaw Hopper	Tata Ace	Oct-10		
79	MH 14/CJ 28	Auto Rickshaw Hopper	Tata Ace	Oct-10		
80	MH 14/CJ 29	Auto Rickshaw Hopper	Tata Ace	Oct-10		
81	MH 14/CJ 31	Auto Rickshaw Hopper	Tata Ace	Oct-10		
82	MH 14/CJ 32	Auto Rickshaw Hopper	Tata Ace	Oct-10		
83	MH 14/CJ 34	Auto Rickshaw Hopper	Tata Ace	Oct-10		
84	MH 14/CJ 35	Auto Rickshaw Hopper	Tata Ace	Oct-10		
85	MH 14/CJ 36	Auto Rickshaw Hopper	Tata Ace	Oct-10		
86	MH 14/CJ 37	Auto Rickshaw Hopper	Tata Ace	Oct-10		
87	MH 14/CJ 38	Auto Rickshaw Hopper	Tata Ace	Oct-10		
88	MH 14/CJ 40	Auto Rickshaw Hopper	Tata Ace	Oct-10		
89	MH 14/CJ 41	Auto Rickshaw Hopper	Tata Ace	Oct-10		
90	MH 14/CJ 42	Auto Rickshaw Hopper	Tata Ace	Oct-10		
91	MH 14/CJ 43	Auto Rickshaw Hopper	Tata Ace	Oct-10		
92	MH 14/CJ 46	Auto Rickshaw Hopper	Tata Ace	Oct-10		
93	MH 14/CJ 47	Auto Rickshaw Hopper	Tata Ace	Oct-10		
94	MH 14/CJ 48	Auto Rickshaw Hopper	Tata Ace	Oct-10		
95	MH 14/CJ 49	Auto Rickshaw Hopper	Tata Ace	Oct-10		
96	MH 14/CJ 50	Auto Rickshaw Hopper	Tata Ace	Oct-10		
97	MH 14/CJ 51	Auto Rickshaw Hopper	Tata Ace	Oct-10		
98	MH 14/CJ 52	Auto Rickshaw Hopper	Tata Ace	Oct-10		
99	MH 14/CJ 53	Auto Rickshaw Hopper	Tata Ace	Oct-10		
100	MH 14/CJ 54	Auto Rickshaw Hopper	Tata Ace	Oct-10		
101	MH 14/CJ 57	Auto Rickshaw Hopper	Tata Ace	Oct-10		
102	MH 14/CJ 58	Auto Rickshaw Hopper	Tata Ace	Oct-10		
103	MH 14/CJ 59	Auto Rickshaw Hopper	Tata Ace	Oct-10		
104	MH 14/CJ 61	Auto Rickshaw Hopper	Tata Ace	Oct-10		
105	MH 14/CJ 62	Auto Rickshaw Hopper	Tata Ace	Oct-10		
106	MH 14/CJ 63	Auto Rickshaw Hopper	Tata Ace	Oct-10		
107	MH 14/CJ 64	Auto Rickshaw Hopper	Tata Ace	Oct-10		
108	MH 14/CJ 65	Auto Rickshaw Hopper	Tata Ace	Oct-10		
109	MH 14/CJ 67	Auto Rickshaw Hopper	Tata Ace	Oct-10		
110	MH 14/CJ 68	Auto Rickshaw Hopper	Tata Ace	Oct-10		
111	MH 14/CJ 69	Auto Rickshaw Hopper	Tata Ace	Oct-10		
112	MH 14/CJ 70	Auto Rickshaw Hopper	Tata Ace	Oct-10		
113	MH 14/CJ 71	Auto Rickshaw Hopper	Tata Ace	Oct-10		
114	MH 14/CJ 72	Auto Rickshaw Hopper	Tata Ace	Oct-10		
115	MH 14/CJ 73	Auto Rickshaw Hopper	Tata Ace	Oct-10		
116	MH 14/CJ 74	Auto Rickshaw Hopper	Tata Ace	Oct-10		
117	MH 14/CJ 76	Auto Rickshaw Hopper	Tata Ace	Oct-10		

**Door to Door Segregated Collection, encouraging decentralised Processing and Transportation of SW to SW Depot**

Sr. No.	Vehicle No.	Type of Vehicle	Vehicle Make	Year of Purchase	Insurance Cover till	RTO passing validity date
118	MH 14/CJ 78	Auto Rickshaw Hopper	Tata Ace	Oct-10		
119	MH 14/CJ 79	Auto Rickshaw Hopper	Tata Ace	Oct-10		
120	MH 14/CJ 80	Auto Rickshaw Hopper	Tata Ace	Oct-10		
121	MH 14/CJ 81	Auto Rickshaw Hopper	Tata Ace	Oct-10		
122	MH 14/CJ 82	Auto Rickshaw Hopper	Tata Ace	Oct-10		
123	MH 14/CJ 83	Auto Rickshaw Hopper	Tata Ace	Oct-10		
124	MH 14/CJ 84	Auto Rickshaw Hopper	Tata Ace	Oct-10		
125	MH 14/CJ 86	Auto Rickshaw Hopper	Tata Ace	Oct-10		
126	MH 14/CJ 87	Auto Rickshaw Hopper	Tata Ace	Oct-10		
127	MH 14/CJ 89	Auto Rickshaw Hopper	Tata Ace	Oct-10		
128	MH 14/CJ 90	Auto Rickshaw Hopper	Tata Ace	Oct-10		
129	MH 14/CJ 91	Auto Rickshaw Hopper	Tata Ace	Oct-10		
130	MH 14/CJ 92	Auto Rickshaw Hopper	Tata Ace	Oct-10		
131	MH 14/CJ 93	Auto Rickshaw Hopper	Tata Ace	Oct-10		
132	MH 14/CJ 95	Auto Rickshaw Hopper	Tata Ace	Oct-10		
133	MH 14/CJ 96	Auto Rickshaw Hopper	Tata Ace	Oct-10		
134	MH 14/CJ 97	Auto Rickshaw Hopper	Tata Ace	Oct-10		
135	MH 14/CJ 98	Auto Rickshaw Hopper	Tata Ace	Oct-10		
136	MH 14/AZ 9942	Auto Rickshaw Hopper	Tata Ace	Oct-10		
137	MH 14/AZ 9948	Auto Rickshaw Hopper	Tata Ace	Oct-10		
138	MH 14/AZ 9993	Auto Rickshaw Hopper	Tata Ace	Oct-10		
139	MH 14/CJ 122	Auto Rickshaw Hopper	Tata Ace	Oct-10		
140	MH 14/CJ 123	Auto Rickshaw Hopper	Tata Ace	Oct-10		
141	MH 14/CJ 124	Auto Rickshaw Hopper	Tata Ace	Oct-10		
142	MH 14/CJ 126	Auto Rickshaw Hopper	Tata Ace	Oct-10		
143	MH 14/CJ 128	Auto Rickshaw Hopper	Tata Ace	Oct-10		
144	MH 14/CJ 129	Auto Rickshaw Hopper	Tata Ace	Oct-10		
145	MH 14/CJ 130	Auto Rickshaw Hopper	Tata Ace	Oct-10		
146	MH 14/CJ 14	Auto Rickshaw Hopper	Tata Ace	Oct-10		
147	MH 14/CJ 30	Auto Rickshaw Hopper	Tata Ace	Oct-10		
148	MH 14/CJ 56	Auto Rickshaw Hopper	Tata Ace	Oct-10		
149	MH 14/CJ 60	Auto Rickshaw Hopper	Tata Ace	Oct-10		
150	MH 14/CJ 75	Auto Rickshaw Hopper	Tata Ace	Oct-10		
151	MH 14 F 6006	Dumper Placer	Tata 1613	Nov-96		
152	MH 14 F 6008	Dumper Placer	Tata 1613	Nov-96		
153	MH 14 F 6010	Dumper Placer	Tata 1613	Jun-96		
154	MH 14 F 6012	Dumper Placer	Tata 1613	Nov-96		
155	MH 14 F 6014	Dumper Placer	Tata 1613	Nov-96		
156	MH 14 F 7661	Dumper Placer	Tata 1613	Jun-2000		
157	MH 14 F 7816	Dumper Placer	Tata 1613	Mar-		

**Door to Door Segregated Collection, encouraging decentralised Processing and Transportation of SW to SW Depot**

Sr. No.	Vehicle No.	Type of Vehicle	Vehicle Make	Year of Purchase	Insurance Cover till	RTO passing validity date
				2000		
158	MH 14 F 7818	Dumper Placer	Tata 1613	Mar-2000		
159	MH 14 F 7907	Dumper Placer	Tata 1613	May-2000		
160	MH 14 F 7909	Dumper Placer	Tata 1613	May-2000		
161	MH 14/F 9942	Compactor (18 Cu. Mtr.)	Tata 2518	Feb-08		
162	MH 14/F 9941	Compactor (18 Cu. Mtr.)	Tata 2518	Feb-08		
163	MH 14/F 9945	Compactor (18 Cu. Mtr.)	Tata 2518	Feb-08		
164	MH 14/F 9969	Compactor (18 Cu. Mtr.)	Tata 2518	Feb-08		
165	MH 14/F 9971	Compactor (18 Cu. Mtr.)	Tata 2518	Feb-08		
166	MH 14/AZ 9859	Compactor (18 Cu. Mtr.)	Tata 2518	Jul-09		
167	MH 14/AZ 9861	Compactor (18 Cu. Mtr.)	Tata 2518	Jul-09		
168	MH 14/AZ 9863	Compactor (18 Cu. Mtr.)	Tata 2518	Jul-09		
169	MH 14/AZ 9865	Compactor (18 Cu. Mtr.)	Tata 2518	Jul-09		
170	MH 14/AZ 9867	Compactor (18 Cu. Mtr.)	Tata 2518	Jul-09		
171	MH 14/AZ 9915	Compactor (18 Cu. Mtr.)	Tata 2518	May-10		
172	MH 14/AZ 9917	Compactor (18 Cu. Mtr.)	Tata 2518	May-10		
173	MH 14/AZ 9923	Compactor (18 Cu. Mtr.)	Tata 2518	Jun-10		
174	MH 14/AZ 9925	Compactor (18 Cu. Mtr.)	Tata 2518	Jul-10		
175	MH 14/CL 1512	Compactor (14 Cu. Mtr.)	Tata 1613	Mar-15		
176	MH 14/CL 1514	Compactor (14 Cu. Mtr.)	Tata 1613	Mar-15		
177	MH 14/CL 1518	Compactor (14 Cu. Mtr.)	Tata 1613	Mar-15		
178	MH 14/F 9961	Compactor (14 Cu. Mtr.)	Tata 1615	Jan-08		
179	MH 14/F 9963	Compactor (14 Cu. Mtr.)	Tata 1615	Jan-08		
180	MH 14/CL 1624	Compactor (14 Cu. Mtr.)				
181	MH 14/CL 1625	Compactor (14 Cu. Mtr.)				
182	MH 14/CL 1626	Compactor (14 Cu. Mtr.)				
183	MH 14 F 3621	Truck	Tata 407	Feb-98		
184	MH 14 CL 1511	Truck	Tata 407	Feb-15		
185	M VW 1547	Truck	Tata 608	Mar-89		
186	M VW 1602	Truck	Tata 608	Mar-89		
187	MH 14 F 6842	Truck	Tata 709	Feb-98		
188	MH 14 F 6853	Truck	Tata 709	Dec-97		
189	MH 14 F 6863	Truck	Tata 709	Feb-98		
190	MH 14 F 7035	Truck	Tata 1510	Sep-98		
191	MH 14 F 7214	Truck	Tata 1510	Dec-98		
192	MH 14/F 9939	Bulk Refused Carrier (BRC)	Tata 2518	Feb-08		
193	MH 14/F 9860	BRC	Tata 2516	May-04		
194	MH 14/V 4912	BRC	Tata 2516	Mar-03		

**Door to Door Segregated Collection, encouraging decentralised Processing and Transportation of SW to SW Depot**

<b>Sr. No.</b>	<b>Vehicle No.</b>	<b>Type of Vehicle</b>	<b>Vehicle Make</b>	<b>Year of Purchase</b>	<b>Insurance Cover till</b>	<b>RTO passing validity date</b>
195	4.5 Cu. Mtr	Bins (237 Nos.)	Storage Bins	-	-	
196	1 & 1.1 Cu. Mtr	Bins (82 Nos.)	Storage Bins	-	-	

**SCHEDULE F: ELECTORAL WARD IN THREE ZONES OF PCMC**

<b>Sr. No.</b>	<b>Name of Prabhag</b>	<b>Total No. of Electoral Wards</b>	<b>Number of Electoral Wards</b>
1	A- Prabhag	11	Vidyanagar (8), TuljaiVasti – Ajanthanagar (10), Bhakti Shakti Udyan (14), Dattawadi (15), Akurdi Gaonthan (16), Sant Tukaram Udyan (17), Kiwale(18), Walhekarwadi(19), Chinchwad Station- Anandnagar (25), Kalbhornagar (26), Morwadi (27)
2	B- Prabhag	11	Chinchwade Nagar (20), Dalavinagar (21), Chinchwad Gaonthan (22), Keshavnagar (23), Prof. Ramkrishna More Auditorium (24), Bhatnagar (42), Shri Sai Mandir – Shri Bapujibuva nagar (49), Thergaon Gaonthan – Padamji Paper Mill (50), Ganeshnagar- Belthikanagar (51), Tathwade- Punawale (52), Wakad (53)
3	D- Prabhag	10	Jijamata Hospital (43), Ashok Theatre (44), Pimpri Waghare (45), Vijaynagar (46), Kalewadi (47), Tapkiranagar Shrinagar (48), Pimple Nilakh (54), Rahatani - Pimple Soudagar (55), VaiduWasti (56), Pimple Gurav (57)

**Note:** These electoral wards boundaries shall be the Solid Waste Zone boundaries for the preparation of the route plan, collection of segregated waste and reporting of waste collection, transportation, processing and disposal data.

**SCHEDULE G: PERFORMA OF PERFORMANCE SECURITY**

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (*Name of the Bank*) having its Registered office at \_\_\_\_\_ and having its branch office at \_\_\_\_\_, Pimpri, hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

**In Favour of**

Pimpri Chinchwad Municipal Corporation (hereinafter referred as “Corporation”), having its principal office at Pimpri Chinchwad Municipal Corporation main building, Pune Mumbai Road, Pimpri - 411018, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns;

**Whereas**

By the Concession Agreement (“the Concession Agreement”) being entered into between Corporation and \_\_\_\_\_, a company incorporated under the Companies Act, 2013, having its registered office at \_\_\_\_\_, (“the Concessionaire”), the Concessionaire has been granted the Concession Rights to undertake door to door segregated collection and transportation of SW to SW Depot at Moshi for A, B & D Zones of PCMC (hereinafter referred to as “the Project”).

- A. In terms of clause 6.1.1 of the Concession Agreement, the Concessionaire is required to furnish to Corporation, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security for due and punctual performance / discharge of its obligations under the Concession Agreement.
- B. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance / discharge by the Concessionaire of its obligations relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Concession Agreement.

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s \_\_\_\_\_ (hereinafter called “the Concessionaire”) of all its obligations relating to the Project and in connection with achievement of obligations of the Concessionaire in accordance with the Concession Agreement.
2. The Guarantor shall, without demur, pay to Corporation sums not exceeding in aggregate Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), within five (5) calendar days of receipt of a written demand thereof from Corporation stating that the Concessionaire has failed to meet its obligations under the Concession Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by Corporation and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or

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

3. In order to give effect to this Guarantee, Corporation shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Concession Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise / delayed exercise of any of its rights by Corporation or any indulgence shown by Corporation to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by Corporation or any indulgence shown by Corporation, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
4. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_<sup>3</sup>unless discharged / released earlier by Corporation in accordance with the provisions of the Concession Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Developer / the Guarantor or any absorption, merger or amalgamation of the Concessionaire / the Guarantor with any other Person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_ .

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

by \_\_\_\_\_ Bank

by the hand of Shri \_\_\_\_\_

its \_\_\_\_\_ and authorised official.

---

<sup>3</sup> Eight years and six months from the date of signing the Concessionaire Agreement



**SCHEDULE H: DETAILS OF PARKING, WORKSHOP AND TRANSFER STATION AREA**

<b>Sr. No.</b>	<b>Location</b>	<b>Current Facility in Parking &amp; Workshop Area</b>
1	For A Zone Vehicles: Hedgewar Bhavan Sector 26, Pradhikaran, Nigdi, Pune.	1. Parking Area 2. Electricity Connection 3. Water Connection
2	B & D Zone Vehicles: Behind Vengsarkar Academy, Thergaon	4. Shed for repair
3	MRF/ Transfer Station at Kasarwadi STP	Open land of 4000 sq. mtr area for MRF/ transfer station
4	MRF/ Transfer Station at Pimple Nilakh	Open land of 1500 sq. mtr area for MRF/ transfer station