

PIMPRI CHINCHWAD MUNICIPAL CORPORATION

Tender No. 4/2012-13

Request for Proposal for the Selection of an Operator for Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

Pimpri Chinchwad Municipal Corporation (PCMC) is in charge of collection, transportation and disposal of Municipal Solid Waste (MSW) in Pimpri Chinchwad city. PCMC through this RFP intends to appoint a Operator in its 'A' and 'D' prabhags (divisions) for 'door to door collection, segregation and transportation of MSW to landfill site at Moshi on a PPP basis. The 'A' and 'D' prabhags cover an approximate area 80.3 sq kms and about 9.54 lakhs citizens reside there. These prabhags generate approximately about 330 metric tonnes of MSW on a daily basis.

PCMC will provide the Concessionaire with the vehicles for collection and transportation of the MSW. The Concessionaire shall interalia deploy manpower and operate & manage the project and bear all cost of operation and maintenance for a period of 5 (five) years.

The Concessionaire for the project will be selected based on the 'lowest Tipping Fee per metric tonne of MSW' quoted for undertaking the operation and maintenance of the project.

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 from 13th September, 2012 onwards. However, the cost of such an RFP document shall be paid along with the submission of the bids failing which the bid submission would not be accepted.

Health Deptt H.O/3/Kavi/552/ 2012

Dated: 10/09/ 2012

Sd/-

Commissioner, PCMC

Pimpri Chinchwad Municipal Corporation

Request for Proposal

For

**Selection of Private Operator for Door to
Door Collection, Segregation and
Transportation of MSW to MSW Depot
at Moshi on PPP Basis**

Volume 1

September 2012

Tender No. 4/2012-13

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 3.4.4.2
Experience	As defined in Clause 3.4.4
Financial Capacity	As defined in Clause 3.4.2.2
Financial Year	As defined in Clause 3.4.2.7
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
MSW	Municipal Solid Waste
MSW rules	As defined in Clause 1.1.1
Net Worth	As defined in Clause 3.4.2.3
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 3.4.3.2
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 Municipal Solid Waste (Management and Handling) Rules, 2000 vide its S.O. 908(E) (hereinafter referred as the “MSW rules”). These MSW rules are applicable to every municipal authority, making it mandatory for every municipal authority to implement these rules and develop necessary infrastructure for collection, segregation, storage, transportation, processing and disposal of municipal solid waste.
- 1.1.2. Pimpri Chinchwad Municipal Corporation (PCMC) responsible for collection, transportation and disposal of solid waste in Pimpri Chinchwad city. The PCMC has been constantly upgrading its capacities for handling the growing quantity of solid waste under the said rules. In that context, PCMC has received funds under the Jawaharlal Nehru Urban Renewal Mission (JNNURM) to upgrade its infrastructure and processes for the management of MSW in the city. The PCMC has constructed mechanical treatment plants, constructed a scientific land fill site and procured vehicles for door to door collection of waste.
- 1.1.3. It has also undertaken programs for building efficiency in collection of MSW in the city ranging from operational improvements to appointment of specialized agencies for the management of MSW.
- 1.1.4. Through this project PCMC intends to improve the door to door collection, segregation and transportation in the A and D prabaghs of the city. **The list of the electoral wards of A & D prabaghs are included in Schedule G of the Concession Agreement.** PCMC invites participation from the private sector for implementing the project on a Public Private Partnership (“PPP”) framework.

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 Bombay Provincial Municipal Corporation Act , 1949 bestows the responsibility of providing basic infrastructure and services viz. water supply, drainage, sewerage, roads and services such as conservancy, fire fighting, 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 private agencies. The city is divided into 4 (four) prabhags (divisions) namely A, B, C and D for administrative and managerial purposes.

1.3.2. PCMC organizes the collection and transportation of MSW through its team of conservancy workers and through private sector participation for waste management. The primary sources of solid waste in Pimpri-Chinchwad are local households, markets, commercial establishments, hotels, restaurants, hospitals. The total quantity of waste generated from the entire city is in the range of 600-650 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-culture 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 recently procured vehicles for collection and transportation of waste under the Jawaharlal Nehru Urban Renewal Mission (JNNURM).

1.3.6. PCMC has also constructed mechanical composting plant with a capacity of 500 metric tonnes per day at Moshi under JNNURM. 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 : Collection, Segregation and Transportation of MSW on PPP basis from A and D prabhags

1.4.1. PCMC intends to appoint a Private Operator for 'Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis from the electoral wards in 'A' and 'D' prabhags. Details of the electoral wards are mentioned in Schedule G of the Concession Agreement.

1.4.2. The area under 'A' and 'D' prabhags have an aggregate population of about 9.54 lakhs spread over an area of about 80.3 sq.kms. As on the date of the tender the MSW generated in these prabhags is estimated to be about 330 metric tonnes per day.

1.4.3. PCMC has recently procured new vehicles under JNNURM for primary collection of waste. These vehicles are new and in good operating condition. PCMC would provide the Concessionaire with these vehicles for door to door collection of MSW and its existing fleet of compactors, bulk refuse carrier (BRC) and dumper placers for transportation of the MSW to the

MSW Depot at Moshi. Please refer to Schedule F of the Concession Agreement for details of the vehicles that shall be provided by PCMC.

The Successful Bidder shall interalia deploy manpower and operate and manage the 'door to door collection, segregation and transportation of MSW to MSW Depot at Moshi' and bear all cost of operation and maintenance during the Concession Period. The Successful Bidder will be paid a Tipping Fee (bidding parameter) 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

S. No.	Particular	A Prabhag	D Prabhag	Total
Brief Profile of the Project Area				
1	Area (sq. kms)	49.94	30.39	80.3
2	Number of electoral wards	16	16	32
3	Population (2011 estimated) (in lakhs)	4.19	5.35	9.54
4	Approximate number of households (in lakhs)	1.2	1.4	2.6
5	Approximate amount of MSW generated (MT per day)	160	170	330
6	Total road length approximately (in kms)	344	922	1,266
7	Transportation of MSW to	Moshi Depot		
Infrastructure for waste collection and transportation				
1	Vehicles for primary collection (no.s)			
	Tata Ace	64	93	157
	Bajaj Hopper	30	30	60
2	Vehicles for transportation (no.s)			
	Compactor	8	9	17
	Dumper Placer	7	4	11
	Bulk Refuse Carriers (BRC)	-	5	5
3	Collection/ Community Bins (no.s)			
	Approx. 1 cubic meters capacity each	62	69	131
	Approx. 4.5 cubic meters capacity each	98	90	188

1.5. Description of the project

1.5.1. The scope of the project includes the following:

- a. Taking possession, operations and maintenance of the vehicles provided by PCMC.
- b. Door to door collection of MSW from residential, slums, vegetable/ fruit markets, slaughter house, fish/ chicken/ mutton shops, commercial, institutional, gardens, Maharashtra Industrial Development Corporation (MIDC) area, open dumping points, hotels (other than the biodegradable waste from the list of hotels provided by PCMC), public places and any other areas not excluded elsewhere in this document from the electoral wards in 'A' and 'D' prabhags (the "**Project Area**") within the jurisdiction of Pimpri Chinchwad Municipal Corporation.
- c. Segregation of MSW at source
- d. Collection and transportation of MSW to the MSW Depot at Moshi
- e. 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
- f. Transportation of street waste swept by PCMC to the MSW Depot at Moshi
- g. Provide separate transportation of waste generated from vegetable/ fruit markets and fish markets/chicken shops/ slaughter house and provide such separate fleet as and when required by PCMC from time to time for other generators.
- h. Transportation of the silt deposited during de-silting of storm water drains and sewage lines as and when instructed by PCMC
- i. Provision of all services in the Project Area in conformity to the provisions of Municipal Solid Waste (Management and Handling) Rules 2000 as amended from time to time
- j. Providing manpower for operation and maintenance of the Project.
- k. Providing other facilities stated in the Concession Agreement including manpower for monitoring and grievance redressal, washing service and facilities for labour like gloves and uniforms
- l. Bear all cost of fuel, vehicle maintenance including breakdowns, insurance, deploying manpower required for operating and managing the Project and R.T.O Passing.
- m. Procure and deploy additional vehicles for collection and transportation of MSW, community bins, hand carts at it's own cost as and when required to meet the requirements of MSW collection in the Project Area.
- n. Operate and maintain the transfer station constructed by PCMC in the Project Area during the Concession Period and bear all cost of operation and maintenance of the transfer station.
- o. Provide, operate and manage mobile device as per the PCMC specification for implementing PCMC's application for monitoring the solid waste system. The Concessionaire shall bear all the expenses related to the mobile device, connectivity charges, up-keep of the device etc. The mobile device provided shall be equivalent to

the number of vehicles managing collection from secondary storage bins/ Community bins.

- p. Transportation of hotel waste other than list of hotels provided by PCMC
- q. Transportation of waste from the list of hotels provided by PCMC from time to time.
- r. Get all the PCMC vehicles inspected & receive vehicle fitness certificate every three months from the workshop department of PCMC.

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

- a. Collection of waste from the list of hotels provided by PCMC from time to time
- b. Street sweeping
- c. Removal of dead animals
- d. Collection and transportation of Medical waste
- e. Removal of construction debris and mud earth

1.5.3. The Concession Period will be for 5 (five) years.

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

- a. Tipping fee payable by PCMC per ton of MSW supplied to and received at the Moshi Depot; and
- b. Revenue from sale of recyclables waste.

1.6. Context of the Bidding Process

1.6.1. The Pimpri Chinchwad Municipal Corporation (the “**PCMC**”) intends to implement the Project through PPP by involving private enterprises to undertake ‘Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis’ in accordance with the MSW rules (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.

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 Successful Bidder, ("**Concessionaire**"), shall be responsible for door to door collection, segregation and transportation of MSW to MSW Depot at Moshi 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**"). The Successful Bidder shall incorporate a SPV if it is a Bidding Consortium and execute the Concession Agreement for the project.
- 1.6.5. The scope of work will include collection, segregation and transportation of MSW to the MSW Depot at Moshi 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 10,000.00 (Rupees Ten 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 quoted tipping fee (“**Tipping Fee**” is the amount quoted in rupees per metric tonne by the Bidder, in the Commercial Proposal for the first year of 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 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.
- 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 greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Concession including implementation of the Project. 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 fax and 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 Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis".

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

Email – a.sawant@pcmcindia.gov.in

1.8. Schedule of Bidding Process

PCMC shall endeavour to adhere to the following schedule:

S. No.	Events	Details
1	Sale/ Download of RFP	13 th September 2012 till Bid Due Date
2	Pre-Bid Conference	21 st September 2012 at 15.00 hours at the office of Joint Commissioner, PCMC
3	PCMC response to queries latest by	24 th September 2012
4	Last date of submission of the Bid i.e. Bid Due Date	3 rd October 2012 by 15:00 hours
5	Opening of Bids – Technical Proposal	3 rd October 2012 at 15:00 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 2.1.10 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 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 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. Where the Bidder is a Consortium, change in composition of the Consortium shall not be allowed after the Bid Due Date.

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 5th (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 Bidder's 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

- 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. Format of Commercial Proposal

- 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 or by fax 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 fax or 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 or fax. 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 by the authorized signatory of the Bidder who shall also initial each page, in blue ink. 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.

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 10,000/- (Rupees ten 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. Bid in the prescribed format (Appendix I and Appendix VII) along with Annexes and supporting documents;
 - iv. Power of Attorney for signing of Bid in the format at Appendix-III;
 - v. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV;
 - vi. If applicable, the Joint Bidding Agreement between the Members of Consortiums in the format at Appendix-V;
 - vii. Anti Collusion Certificate in the format at Appendix VI;
 - viii. 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
 - ix. A copy of the RFP document and Concession Agreement with each page initialed 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 before the Bid Due Date. The envelope specified shall clearly bear the following identification:

“Bid for Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis”

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 VIII.

2.12. Bid Due Date

- 2.12.1. Bids should be submitted **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 Lowest Bidder.
- 2.14.3. The opening of Bids and acceptance thereof shall be substantially in accordance with the Bidding Documents.
- 2.14.4. The 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 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 10,000/- (Rupees ten 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. it is received as per the format at Appendix-I and Appendix-VII;
 - d. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
 - e. it is submitted as stipulated in Clauses 2.10 and 2.11;
 - f. 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;
 - g. it contains certificates from its statutory auditors in the formats specified at Appendix I and Appendix VII of the RFP;
 - h. 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);
 - i. it does not contain any condition or qualification; and
 - j. 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 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 envelope 1, the Bidder shall have to demonstrate the minimum Financial Capacity as stipulated under Clause 3.4.2.2 and minimum Technical Capacity as stipulated under Clause 3.4.3.2 of this RFP document.

3.4.2. Evaluation of Financial Capacity

- 3.4.2.1. 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 5th (fifty) 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.

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

1. Minimum Net Worth of Rs. 15,00,00,000/- (Rupees fifteen crores only) at the close of the immediately preceding Financial Year; and
2. Average Cash Accruals of minimum Rs. 5,00,00,000/- (Rupees five crores only) over the immediately preceding 3 (three) Financial Years.

- 3.4.2.3. If the Bidder does not meet the minimum Financial Capacity as specified in Clause 3.4.2.2, 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.

The Bidder shall provide a certificate from its statutory auditor specifying the Net Worth of the Bidder in the immediately preceding Financial Year 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.

- 3.4.2.4. 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.

- 3.4.2.5. 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 3 (three) years preceding the year for which the audited annual report is not being provided.
- 3.4.2.6. The Bidder must establish a minimum Net Worth and Average Cash Accruals as specified in Clause 3.4.2.2, and provide details as per format at Annex-II of Appendix-I.
- 3.4.2.7. 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 3 (three) Financial Years, 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.

3.4.3. Evaluation of Technical Capacity

- 3.4.3.1. 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 5th (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.
- 3.4.3.2. For qualifying under this category, the Bidder shall, over the past 5 (five) Financial Years preceding the Bid Due Date, have (“**Technical Capacity**”):

Technical Capacity Area	Parameter	Based on the Project	
		For One Project	For two Projects
Handling Complex logistics	Total MSW transport capacity	Minimum 165 MTD	Minimum 83 MTD in each of the project
Experience in Conservancy tasks	Service area covered for MSW services	Minimum 40 Sq. km	Minimum 20 Sq. km in each of the project
	Total population covered for MSW services	Minimum 4.8 lakhs	Minimum 2.4 lakhs in each of the project
Experience in managing manpower operations		Minimum 350 staff	Minimum 180 staff
Year of experience		Minimum 1 year	Minimum 1 year

3.4.3.3. 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.

3.4.3.4. If the Bidder does not meet the minimum Technical Capacity as specified in Clause 3.4.3.2, 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.

3.4.4. **Experience**

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

3.4.4.2. 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

(ii) 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
- b. the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six percent) subscribed and paid up voting equity share capital during the period for which eligible experience is being claimed.

3.4.4.3. 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.

3.4.4.4. 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.

- 3.4.4.5. In addition to the documents submitted by the Bidders under Clause 3.4.4.7, the Bidders shall submit the certificate(s) from its statutory auditors or the concerned client(s) stating the tonnage of MSW 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.
- 3.4.4.6. The Bidder should furnish the details of Eligible Project experience for the last 5 (five) Financial Years immediately preceding the Bid Due date.
- 3.4.4.7. 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.
- 3.4.4.8. 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.
- 3.4.4.9. The Bidders meeting the Technical Capacity as specified in Clause 3.4.3.2 shall be qualified for evaluation of their Commercial Proposals.

3.5. Evaluation of Commercial Proposal

- 3.5.1. The Commercial Proposal evaluation seeks to select the Bidder offering the best commercial terms.
- 3.5.2. The Commercial Proposals of qualified Bidders would be evaluated on the basis of the lowest base Tipping Fee (in Indian Rupees) per tonne of MSW payable by Pimpri Chinchwad Municipal Corporation in the first year of Operation Period after Commercial Operations Date (COD). The format of Commercial proposal is indicated in Appendix VIII for reference.
- 3.5.3. The Tipping Fee will be escalated at 5% per annum on the previous year Tipping Fee to determine the Tipping Fee applicable for each subsequent year during the operations period.
- 3.5.4. The Tipping Fee shall cover all the activities specified under the scope of work in the volume 1 and 2 of the RFP document.
- 3.5.5. The Tipping Fee shall be inclusive of all taxes and duties including service tax.
- 3.5.6. 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.
- 3.5.7. In the event that two or more Bidders quote the same amount of Tipping Fee (the “Tie Bidders”), PCMC shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

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

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 is a Bidding Consortium it 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 or the Bidding 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 or the Bidding 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 etc.

- 3.6.3. PCMC reserves the right to cancel the award in case the Successful Bidder being a Bidding Company fails to incorporate the Special Purpose Company or the Special Purpose Company fails or refuses 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 *****,

*****]

Sub: Bid for Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

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 Documents 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 Documents, 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)			
	Net worth *			
	Net Cash Accruals **			

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 & Surplu-) - (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.
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, 4th 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

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. Borude at 9922501200 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, there is a navigation bar with tabs: 'Show Tenders', 'Make Payment', 'Profile', 'Attach Document', 'Change Password', 'Medicine Tenders', and 'Submitted Tenders'. The 'Make Payment' tab is highlighted. Below the navigation bar, the 'Tender No' dropdown menu is highlighted with a red circle and shows 'Medical 5/24'. The main content area displays the following information:

Tender Form Fee	100000.00
EMD Amount	10000000.00
Total Tender Amount	10100000.00
Paid Amount	1.00
Total Amount To Pay	10099999.00

Payment Steps :

- Step 1 :Select "Tender no"
- Step 2 :Click on "Click Here" Button
- 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

[Home](#) [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.

Payment Not Made					
Tender No.	Date Of Submission	Department	Value	Sign Docs	Stage
Dummy Tender 2/2010-11	28/10/2010	ENGINEERING	493385.00		Open
MyComputeTender	16/10/2010	ENGINEERING	5900.00		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:

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 for all taxes and duties including services tax.	1			<input type="text" value="20"/>	20

Bid

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.pcmindia.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
2) Registration valid upto ³1st 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.

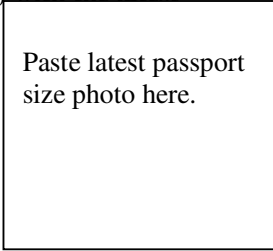
1. Complete the Acknowledgment in the Certificate Application Attestation Form.
2. The Applicant must hold a valid account in your bank.
3. You may retain a copy of the completed Certificate Application Attestation Form
4. In this context, the Banker is the Branch Manager of the bank where the applicant 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 _____



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: _____

Appendix D – 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 Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis 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 legalised 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 Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis.

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, 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 subdelegate) 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) (vi) 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)
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 Door to Door Collection, Segregation of MSW from **A & D Prabhags** and Transportation of MSW to Moshi Depot in Pimpri Chinchwad on PPP Basis (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) 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 thisDay of, 2012

.....
(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 @
 (Refer to Clause 3.4.4 of the RFP)
[On the letter head of the Bidding Company/lead Member]

Original or copy No:

Date:

Bidder type [#]	Member Code [£]	Experience (Equivalent Rs. crore) ^{\$\$}
		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

@ Provide details of only those projects that have been undertaken by the Bidder under its own name specified in Clause 3.4.4 and/or by a project company eligible under Clause 3.4.4. In case the Bid Due Date falls within 3 (three) months of the close of the latest Financial Year, refer to Clause 3.4.

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.

\$\$ 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.

£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 3.4.4 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 3.4.4 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 3.4.4).
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[§] 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[§]

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%[€] of the total paid up and subscribed equity capital) of the project company from (date) to (date)[¥]. 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 MSW 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.

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

[¥] In 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 MSW 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. 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**Format of Commercial Proposal**

(Refer to Clause 3.5.2 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 'Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

Dear Sir,

Please find enclosed our Bid Proposal which PCMC shall pay to _____ (Bidding Company name) for taking up the work of 'Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis (tender no. /2012-13) in response to the Request for Proposal (RFP) document issued by PCMC dated __/__/2012.

Tipping Fee for First Year (Rs. Per metric tonne). We agree that the above tipping fee is inclusive of all taxes, duties & charges including service tax	Rs. _____
---	-----------

The Fee quoted shall be inclusive of all charges, taxes, payments to be paid to the Successful Bidder. PCMC shall not pay any additional amount than mentioned in the total quote received for the Project.

Thanking You.

Yours Sincerely,

For and on behalf of : (here enter the name of the Bidder and the Company Seal)

Signature : (Authorised Representative and Signatory)

Name of the Person :

Designation :

Volume 2 - CONCESSION AGREEMENT

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The Concession Agreement mutually agreed and entered into on this ____ day of ____ (month), Two thousand and Twelve 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 company¹ incorporated under provisions of the Companies Act, 1956, having its Registered office at _____, (OR) _____, a trust² 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.

¹ In case of a Consortium, the Lead member would be required to sign the Agreement.

² In case of the Bidder is a Registered Trust

WHEREAS

1. Pimpri Chinchwad Municipal Corporation (PCMC) is responsible for providing municipal and civic services, which includes the collection, segregation, transportation, treatment and disposal of Municipal Solid Waste (MSW) generated in the Pimpri Chinchwad city;
2. The Ministry of Environment and Forests (MoEF), Government of India (GoI), has formulated the Municipal Solid Waste (Management and Handling) Rules 2000 (hereinafter referred as MSW Rules), which makes it mandatory for every municipal authority (as defined in MSW rules) to implement a scientific solid waste management system wherein Municipal 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 in A and D Prabhag of Pimpri Chinchwad city. For meeting the aforesaid objective, PCMC plans to establish a collection, segregation and transportation system through private 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 accepted the Proposal of the Concessionaire for managing SWM service in A and D prabhag by its resolution no. _____ dated _____, 2012.
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. In accordance with the terms of the proposal submitted by the Bidding Consortium, the Consortium has caused the Concessionaire to be incorporated as a Project Company in India as per Companies Act 1956, to implement the Project and PCMC has agreed to grant to the Concessionaire the Operation and Maintenance rights (as hereinafter defined).
8. 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
9. 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 MSW Rules 2000, 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 MSW Rules 2000.
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 5 (five) 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 through <<enter the Project Company name here>>, a Project Company formed and incorporated by them in India.
14. **Door to Door Collection:** shall mean collection of MSW 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 from the 'A' and 'D' Prabhags 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. **MSW:** Shall means **Municipal Solid Waste** have the meaning ascribed to it under the MSW (Management and Handling) Rules, 2000, i.e it includes commercial and residential wastes generated in a municipal or notified areas in either solid or semi-solid form excluding industrial hazardous wastes but including treated bio-medical wastes.
27. **MSW Rules:** shall mean the Municipal Solid Waste (Management and Handling) Rules, 2000 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 SCHEDULE D:
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 MSW 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 MSW from generators to collection points
33. **Project:** shall mean operation and maintenance of the project facilities for collection, segregation, transportation of MSW to MSW Depot at Moshi in A and D Prabhag and in accordance with the provisions of this Agreement.
34. **Project Company:** means a company/ trust implementing 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 prabhag 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 & D prabhag within the jurisdiction of PCMC
37. **Project Facilities:** shall mean the Vehicles provided for MSW collection & transportation and any other facility/ assets provided by PCMC 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(p)
39. **Recyclable Waste:** shall mean that part of MSW that can be transformed into raw materials for producing new products, which may or may not be similar to the original products and includes, but not limited to as per the manual on MSW management prepared by the Evaluation Committee constituted by the Ministry of Urban Development
40. **Secondary collection:** means transfer of MSW from collection bins to MSW Depot at Moshi.
41. **Segregation:** shall mean have the meaning ascribed under the MSW Rules 2000, i.e. to separate the MSW into groups of organic, inorganic, recyclables and hazardous wastes.
42. **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.
43. **Tax:** shall mean and include all taxes, fees, cesses, levies, charges that may be payable by the Concessionaire under the applicable law.
44. **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.
45. **Termination:** shall mean the early termination of this Agreement pursuant to termination notice or otherwise in accordance with the provisions of this Agreement.
46. **Termination Date:** shall mean the date specified on the termination notice as the date on which the termination occurs.
47. **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.
48. **Tipping Fee:** shall mean the amount quoted in Indian Rupees for one metric tonne of MSW by the Concessionaire and payable by PCMC to the Concessionaire in consideration for the Project in accordance with clause 9.
49. **Transportation:** shall mean conveyance of MSW from point of collection to the MSW Depot at Moshi, hygienically through the vehicles provided by PCMC so as to prevent foul odour, littering, unsightly conditions and accessibility to vectors.
50. **Vehicles:** Vehicles provided by PCMC to the Concessionaire for collection and transportation of MSW.

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 Scope

The Project shall include collection and segregation of MSW from the Project Area and transportation of MSW to MSW Depot at Moshi.

The scope of work includes the following.

1. Taking possession, operations and maintenance of the Vehicles provided by PCMC as per SCHEDULE F:
2. Door to door collection of MSW from residential, slums, vegetable/ fruit markets, slaughter house, fish/ chicken/ mutton shops, commercial, institutional, gardens, Maharashtra Industrial Development Corporation (MIDC) area, open dumping points, hotels (other than the biodegradable waste from the list of hotels provided by PCMC),

public places and any other areas not excluded elsewhere in this document from the electoral wards in 'A' and 'D' prabhags (the "Project Area") within the jurisdiction of Pimpri Chinchwad Municipal Corporation.

3. Segregation of MSW at source.
4. Collection and transportation of MSW to the MSW Depot at Moshi.
5. 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.
6. Transportation of street waste swept by PCMC to the MSW Depot at Moshi.
7. Provide separate transportation of waste generated from vegetable/ fruit markets and fish markets/chicken shops/ slaughter house and provide such separate fleet as and when required by PCMC from time to time for other generators.
8. Transportation of the silt deposited during de-silting of storm water drains and sewage lines, as and when instructed by PCMC
9. Provision of all services in the Project Area in conformity to the provisions of Municipal Solid Waste (Management and Handling) Rules 2000 as amended from time to time.
10. Providing manpower for operation and maintenance of the Project.
11. Providing other facilities stated in the Concession Agreement including manpower for monitoring and grievance redressal, washing service and facilities for labour like gloves and uniforms.
12. Bear all cost of fuel, vehicle maintenance including breakdowns, insurance, deploying manpower required for operating and managing the Project & R.T.O Passing.
13. Procure and deploy additional vehicles, community bins, hand carts at its own cost as and when required to meet the requirements of MSW collection in the Project Area.
14. Operate and maintain the transfer station constructed by PCMC in the Project Area during the Concession Period and bear all cost of operation and maintenance of the transfer station.
15. Provide, operate and manage mobile device as per the PCMC specification for implementing PCMC's application for monitoring the solid waste system. The Concessionaire shall bear all the expenses related to the mobile device, connectivity charges, up-keep of the device etc. The mobile device provided shall be equivalent to the number of vehicles managing collection from secondary storage bins/ Community bins.
16. Transportation of hotel waste other than list of hotels provided by PCMC
17. Transportation of waste from the list of hotels provided by PCMC from time to time.
18. Get all the PCMC vehicles inspected & receive vehicle fitness certificate every three months from the workshop department of PCMC.

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

1. Collection of waste from the list of hotels provided by PCMC from time to time

2. Street sweeping
3. Removal of dead animals
4. Collection and transportation of medical waste
5. Removal of construction debris and mud earth.

2.2 Commencement Date

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

2.3 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 undertake the scope of work and to exercise and/or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this Agreement.

2.4 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.

2.5 Start of Operations

The Concessionaire shall commence the operation in the entire Project area within 15 (fifteen) days from the Commencement Date, subject to the satisfaction or waiver of the Conditions Precedent contained in this Agreement.

2.6 Concession Period

The rights hereby granted is for a period of 5 (five) 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.

2.7 Extension of Concession Period

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

2.8 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 and D prabhags 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 15 (fifteen) 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.5,00,00,000/- (Rupees five crores only) in the form of Bank Guarantee from a nationalised 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 (p)
- 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 15 (fifteen) 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 F: for collection and transportation of MSW
- d. PCMC shall handover the area for parking and workshop in the Project Area to the Concessionaire. PCMC shall provide space admeasuring 1.5 (one and half) acre in each of the A & D prabhag. 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 F: and the parking & workshop area admeasuring about 1.5 (one and half) acres in each of the A & D prabhags to the Concessionaire. The Vehicles for waste collection and transportation shall be handed over to the Concessionaire with an asset register on an “as-is-where-is basis” condition. 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. 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 Prabhag in the Project Area, 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.

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, inter alia, 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 MSW offloaded by the Concessionaire, when required
- d) Address issues relating to Concessionaire disputes;
- e) 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.5,00,00,000/- (Rupees five crores 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 H:
- b. The Concessionaire has submitted an amount of Rs. 5,00,00,000/- (Rupees Five Crores 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 15 (fifteen) 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 7 (seven) 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 MSW is collected from all generating points in the Project Area by 12 noon everyday.

The Concessionaire shall be responsible for collection of waste from generators by 12:00 noon every day and in that context can procure additional vehicles/ community bins or hand carts and deploy them at its own cost and expense.

- a. Within 3 (three) 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 3 (three) 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 MSW as per clause 2.1 and Micro Plan.
- b. Segregate collected MSW
- c. Transport the MSW collected to the MSW Depot at Moshi.
- d. Collect and transport street waste swept by PCMC to the MSW Depot at Moshi.
- e. Collect and transport the silt deposited during de-silting of storm water drains as and when directed by the Project Officer.

- f. Collect and transport separately the waste from chicken shops, mutton & fish markets/shops and slaughter house waste to MSW Depot at Moshi.
- g. Collect and transport separately the waste from vegetable and fruit market to vermin-composting facility located at MSW Depot at Moshi.
- h. Deploy at least 1 (one) driver and 2 (two) assistants with 1(one) primary waste collection Vehicle.
- i. Deploy atleast 1 (one) driver and 1(one) assistant with 1 (one) dumper placer.
- j. Deploy atleast 1 (one) driver and 2(two) assistant with 1 (one) compactor.
- k. Deploy field supervisors to monitor the work of waste collection. The number of field supervisors shall be at minimum equivalent to the number of Sanitary Inspectors of PCMC deployed in the respective prabhag of the Project Area.
- l. A joint inspection of PCMC officer and Concessionaire shall be conducted in the Project Area daily after 12 noon 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.
- m. The Concessionaire shall obtain on a daily basis a signature with details of phone numbers and name of the signatory from at least 10 (ten) discontinuous households, 5 (five) discontinuous commercial establishments on a route and shall submit such records to the respective Sanitary Inspector of the prabhag on the next day. The respective designated officer from the prabhag may on a random basis also undertake checks for conformance of Door to Door collection of waste and coverage of route.
- n. Bear all cost of fuel for operating the Vehicles.
- o. Bear the cost of all the maintenance and repair works of all the Vehicles provided by PCMC and deployed by Concessionaire during the Concession Period.
- p. 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.

- q. 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.
- r. 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 MSW 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.
- s. Maintain a record of maintenance of the Vehicles 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.
- t. 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.
- u. The Concessionaire shall not utilise the Vehicles provided by PCMC for any other purpose other than as mentioned under this Agreement.
- v. Operate and maintain the Project Facilities in accordance with the terms and conditions of this Agreement.
- w. Bear all expenses towards uniforms, safety gear and waste handling equipment to all the waste lifters and drivers.
- x. Ensure that the Project is operational on all calendar days of the year
- y. Be responsible for the conduct of the staff employed for this Project while on duty
- z. 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.
- aa. The Concessionaire shall meet every 15 (fifteen) days with the respective Prabhag offices to ensure that the MSW management is of desired quality. The minutes of the meeting of such meetings shall be prepared by the respective Prabhag offices and circulated to the Joint Commissioner and the Concessionaire to act upon.
- bb. 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.

- cc. 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.
- 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 MSW Rules, 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 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.

6.2.10 Sale/ Distribution of Recyclable Waste

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

6.2.11 Weighment, acceptance and rejection of MSW

- a. The Concessionaire shall get the MSW weighed at the weighment area so located at **Nehrunagar &** MSW Depot at Moshi. The authority and responsibility of such weighment lies with PCMC. Operational records of daily weighment of MSW shall be maintained by PCMC.
- b. In the event, the weighment machine is not operational, then average MSW measured for the past 10 (ten) days when the machine was operational shall be taken into account for arriving at the MSW transported per day to the MSW Depot at Moshi.
- c. The Concessionaire hereby undertakes to accept all MSW supplied by the residents/ commercial establishments/ non-commercial establishments/ government bodies or agencies.
- d. In case the MSW 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 MSW.
- 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. Be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
- g. 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.
- h. 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.
- i. Pay all taxes, duties, outgoings, including utility charges relating to the Project Facilities.
- j. Carry out awareness campaign by contracting with reputed non-government organisations (NGO's) to educate and train persons generating MSW to segregate such waste into Biodegradable substances, Non-biodegradable substance and recyclable substances.
- k. Ensure that the Project Facility Site remain free from all encroachments and take all the necessary steps to remove encroachments, if any.
- l. 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 Project Company, and this equity contribution shall not be less than 51% of the total equity in the Project Company, which shall not be diluted till the end of the Concession Period.
- b. The Technical Member shall necessarily make equity contribution in the Project Company, 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 Project Company, 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 F: for collection and transportation of MSW.
- d. 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.
- e. PCMC shall provide space admeasuring about 1.5 (one & half) acres for parking & workshop of the Vehicles in each of the A & D prabhags of PCMC.
- f. PCMC shall maintain a weighment facility at Nehrunagar & MSW Depot at Moshi for weighment of the MSW offloaded by the Concessionaire and ensure that such weighment facility are properly serviced and in good working condition during the Operations Period. The MSW 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.
- g. In the event of change of law leading to withdrawal of Vehicles as per enactment by the RTO or motor vehicle rule, PCMC shall authorize the Concessionaire to continue the operations with the existing fleet, till an alternative is put in place by PCMC within reasonable timeframe.

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 as provided by the Concessionaire and there are no instances of omission or diversion from the Micro Plan.
- b. The activities of collection, segregation, and 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 collection and transportation of MSW, segregation, 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 MSW at the designated site on daily basis. Such person shall ensure that the weighment is correctly recorded and maintained and that only segregated MSW is provided for off loading at the designated site. The Project Officer shall ensure that the segregation is in accordance with the MSW rules 2000 and that only such class(es) of solid waste that are covered under this Agreement, are off loaded at the MSW 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 as per the SCHEDULE E:.
- 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. The service quality level shall be ascertained through a Performance Parameter system detailed below. Such performance evaluation shall be carried on for each Prabhag by the concerned Prabhag Officer of PCMC. In case, the Concessionaire has failed to meet the Performance Parameters, then PCMC shall levy penalties as stipulated in SCHEDULE D: of this agreement and shall deduct such amount from the monthly payment to be made to the Concessionaire. The Penalties shall be computed and levied from the second month from the

COD. It is hereby clarified that, PCMC shall still monitor the performance of the Concessionaire during the first month of operation from COD.

1. **Manpower deployment** - The Concessionaire shall deploy manpower as per clause 6.2.2 (h), (i), (j) and (k). The attendance of the employees shall be recorded by the biometric machine installed by PCMC in the parking area. The Concessionaire shall register with PCMC all the drivers, assistants and supervisors with PCMC for biometric attendance. In the event of change of any of this staff during the operation period, the Concessionaire shall maintain a separate register of such record and submit the record of the same to the respective Sanitary Inspector of PCMC on the same day or latest by the next day. PCMC shall thereafter on a weekly basis register such new employees of the Concessionaire for biometric attendance.

The total man-months of the drivers, assistant and supervisors shall be computed separately. To arrive at the manpower deployment of the Concessionaire, following formulae shall be adopted.

Man-month computation for drivers and Penalties thereof

A = Total number of vehicles X total number of drivers (required as per this Agreement)
X number of calendar days during that month

B = Total actual number of days of presence of the drivers during that month

Penalty - Pd

If $A - B \leq 0$, then $Pd = 0$

If $A - B > 0$, then penalty shall be imposed which shall be estimated as follows:

$Pd = [(A - B) / \text{no. of calendar days}] \times \text{penalty stipulated in SCHEDULE D:}$

Man-month computation for assistant and Penalties thereof

C = Total number of vehicles X total number of assistant (required as per this Agreement)
X number of calendar days during that month

D = Total actual number of days of presence of the assistant during that month

Penalty - Pa

If $C - D \leq 0$, then $Pa = 0$

If $C - D > 0$, then penalty shall be imposed which shall be estimated as follows:

$Pa = [(C - D) / \text{no. of calendar days}] \times \text{penalty stipulated in SCHEDULE D:}$

Man-month computation for field supervisor and Penalties thereof

E = Total number of field supervisor (required as per this Agreement) X number of calendar days during that month

F = Total actual number of days of presence of the field supervisor during that month

Penalty - Ps

If $E - F \leq 0$, then $P_s = 0$

If $E - F > 0$, then penalty shall be imposed which shall be estimated as follows:

$P_s = [(E - F) / \text{no. of calendar days}] \times \text{penalty stipulated in SCHEDULE D:}$

The total penalty shall be the summation of $P_d + P_a + P_s$

2. **Starting time of operation** - The Vehicle with the driver and the two assistants shall depart from the parking area as per the stipulated time in the Micro Plan. This parameter shall be recorded through the driver's attendance and the Vehicle number.
 3. **Timing of waste collection on routes** - This shall be measured by recording the entry time of the Vehicle at the collection point where the Vehicles from different routes would offload the waste in the bins. This time shall be recorded by the respective mukaddam of PCMC and shall be compared with the time stipulated in the Micro Plan.
 4. **Daily coverage** - The Concessionaire shall cover all routes completely from start point to end point as per Micro Plan. This parameter shall be measured by means of any complaints brought to the notice of Sanitary Inspector/ mukaddam and which is thereafter confirmed for non-coverage partial or complete or the non-coverage is inspected through field inspection or through random check on the routes.
 5. **Collection of street sweeping waste and drain silt** - Non observance of this would attract penalty for the respective Vehicle
 6. **Collection** of MSW from public meeting, Government functions and any other occasion festivals or emergency situation etc., in the Project Area - The Concessionaire on receiving instructions from Project Officer for collection of MSW from such events in the Project Area shall collect waste within 2 (two) hours on receipt of instructions.
 7. **Complaint redressal** - The Concessionaire has failed to redress the consumer grievance as provided by PCMC or in the event directly received by the Concessionaire, within 2 hours of grievances received between 8 a.m. and 4 p.m. and for complaints received thereafter, by 12:00 p.m. the following day. PCMC shall penalise the Concessionaire towards non-redressal of the complaints with respect to non-coverage, irregular timing of waste collection, non-stoppage of Vehicle on routes for waste collection, cleanliness around the collection points and any other complaint which PCMC considers is not in line with Good Industry Practices.
 8. **Lifting of Debris** - The Concessionaire is lifting the construction debris or mud and delivering the same at the Moshi depot. PCMC shall inspect such instance of carrying debris at Moshi depot and penalise the Concessionaire towards it.
 9. **Deploying Compactor or similar nature vehicles for primary collection** - The Concessionaire deploying Compactor or similar nature heavy vehicle for primary collection is highly offensive in terms of the likely accidents, damage to property and traffic chois it can create. PCMC shall penalise such action of the Concessionaire to curb such instances.
- b. 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 Tipping 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 performing his obligations 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 MSW transported by the Concessionaire at the MSW Depot at Moshi shall be measured through a weighment machine located at Nehrunagar & at the MSW Depot at Moshi on a daily basis by PCMC official/ staff. The amount of MSW 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 MSW delivered at the MSW Depot at Moshi shall then be aggregated for a period of 1 (one) month for payment computation.
- d. In the event, the weighment machine is not operational, then average MSW measured for the past 10 (ten) days when the machine was operational shall be taken into account for arriving at the MSW transported per day at the MSW Depot at Moshi.
- e. MSW transported from A and D Prabhag to the MSW 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 to the Performance Parameter as mentioned in SCHEDULE D:.
- g. The payment for the period starting from COD shall be at the rate applicable for 1st year of operation as per the rates quoted in Commercial Proposal. The subsequent year rates shall be applicable for one calendar year each thereafter until the expiry of the Concession Period.
- h. The escalated rate means initial rate quoted in the Commercial Proposal of the RFP escalated by 5% every year on the previous year Tipping Fee;
- i. The payment for a particular month shall hence be computed using the formula given below:

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

Where

Abbreviation	Description	Unit
M_n	Payment to the Concessionaire for the month N	Rs
W_n	Total amount of MSW delivered by the Concessionaire and measured in metric tonnes in the Nth month by means of weighment machine located at the MSW Depot at Moshi	In metric tonne
T_n	Tipping fee rate applicable for the year	Rs per metric tonne
P	Penalties as per SCHEDULE D:	Rs

T_n i.e. the Tipping fee rate applicable for a particular year shall be computed in the following manner as given in the table below.

Operations Period from COD	Tipping Fee Rate (Rs per metric tonne) (T_n, where n is Year 1,2,3,4,5)
Months 1 to 12	$T_1 = \text{_____}$ (accepted Commercial Proposal of the Concessionaire)
Months 13 to 24	$T_2 = T_1 \times (1+5\%)$
Months 25 to 36	$T_3 = T_2 \times (1+5\%)$
Months 37 to 48	$T_4 = T_3 \times (1+5\%)$
Months 49 to 60	$T_5 = T_4 \times (1+5\%)$

9.2 Mechanism for payment

- a. The payment to the Concessionaire shall be on a monthly basis.
- b. The payment computation shall be Prabhag wise i.e. separately for A and D prabhag.
- c. The Concessionaire shall submit an invoice as per the SCHEDULE C: to the respective Prabhag officer to PCMC on a monthly basis for release of payment. The Concessionaire shall also submit the vehicle fitness report of the workshop department for all the vehicles provided by PCMC every quarter for the release of subsequent payments.
- d. The Concessionaire shall collect the monthly statement of total amount of waste delivered and measured at the weighment machine located at Nehrunagar & at MSW Depot at Moshi and attach the same with the invoice.
- e. The Concessionaire shall also enclose with the invoice the statement of any Penalties levied for non-achievement of the Performance Parameters provided by the respective Prabhag office.
- f. The Concessionaire shall as per the invoice format mentioned in the SCHEDULE C: calculate the amount payable based on measured waste and Penalties as per above clauses and submit the same to respective Prabhag offices.
- g. In the event the Concessionaire has issues in terms of the waste measured or the Penalties imposed, the Concessionaire shall then inform the respective Prabhag officers before submission of invoice.
- h. The respective Prabhag officer shall verify the submission of the Concessionaire and shall further process for release of payment.
- i. The Jt. Commissioner of PCMC shall upon receipt of the tipping statement from the Prabhag office shall validate the invoice and shall have to right to seek additional information and thereafter make arrangements for payment of such amounts within 30 days of the receipt of such tipping statement.
- j. All payments to the Concessionaire by PCMC shall be made by way of crossed a/c payee cheque in favour of the Concessionaire.
- k. Notwithstanding anything mentioned above the onus of proof regarding the variation in the quantum of waste received at Moshi Depot or the sudden increase or decrease in the quantum of waste generated and collected by the Concessionaire shall rest with the Concessionaire. The Concessionaire shall be responsible for providing all necessary evidence as demanded by the Project Officer if any such events are observed 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. 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. In 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, 1956 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, 1956.

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 MSW 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 MSW collected into any area other than the MSW Depot at Moshi, without written consent of PCMC;
- vi. The Concessionaire attempts to collect MSW 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 affect on the project and such attachment has continued for a period exceeding 90 days.

- xiv. The Concessionaire wilfully marks up the amount of MSW 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 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 hand over 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.

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 2 (two) members from PCMC and 2 (two) members from Concessionaire and 1 (one) neutral member appointed by both the parties shall be set up for this Project. 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 Arbitration

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, either Party may refer the dispute to arbitration in accordance with the provisions given below in this clause.

Procedure: Subject to the provisions of clause 14, any dispute which is not resolved amicably shall be finally settled by binding arbitration under the Indian arbitration act, 1996 or any amendments or additions thereto. The arbitration shall be by a panel of three arbitrators, one to be appointed by each

party and the third to be appointed by the two arbitrators appointed by the parties. The party requiring arbitration shall appoint an arbitrator in writing, inform the other party about such appointment and call upon the other party to appoint its arbitrator. If within 15 days of receipt of such intimation, the other party fails to appoint its arbitrator, the party seeking appointment of arbitrator may take further steps in accordance with arbitration act.

Place of arbitration: The place of arbitration shall ordinarily be Pimpri-Chinchwad.

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

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

The cost of such arbitration shall be borne by the respective Parties.

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

Sr. No.	PERMIT	AGENCY
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 MSW 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 MSW 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 MSW collection mechanism from vegetable markets with details of timing, route plan etc.
- ix. Time of offloading of MSW at MSW 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 A and D Prabhag office.

(On the letter head of the Concessionaire)

Ref no.:

Date:

Invoice No.:

To,

The Prabhag Officer,

(mention the name of the Prabhag) Prabhag

Pimpri Chinchwad Municipal Corporation,

Pimpri

Subject: Submission of invoice for the period dd/mm/yy to dd/mm/yy for the project “Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis”

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 MSW Depot at Moshi	_____ metric tonnes
3	Applicable Tipping Fee Rate	Rs _____ per metric tonne
4	Total Amount (Rs in figures and in words) (Row 2 x Row 3)	Rs
6	Deductions for Penalties (Rs in figures and in words)	
8	Final Payment (Rs in figures and in words) (Row 4 – Row 6)	

Regards,

Signature

Authorised Persons's Name

Enclosure:

- 1) Monthly MIS report of the total waste measured at the weighment machine at the MSW Depot at Moshi during the billing period.
- 2) Monthly MIS report of Penalties for non-achievement of Performance Parameters

SCHEDULE D: PERFORMANCE PARAMETERS AND PENALTIES

To be computed for each Prabhag in the Project Area.
The computation shall be done monthly

S. No.	Performance Parameter	Penalty
1	Manpower Deployment	Rs 300 per person per day for shortfall in manpower deployment as per clause 8.3 (a.1)
2	Start time of operations	Rs 50 per vehicle per half an hour delay after stipulated time in the Micro Plan and in accordance with the clause 8.3 (a.2).
3	Timing of MSW collection on the routes	Rs 50 per vehicle per an hour delay after the stipulated time in the Micro Plan and in accordance with the clause 8.3 (a.3).
4	Daily Coverage	Rs 200 per instance notified/ observed by the Sanitary Inspector and in accordance with the clause 8.3 (a.4)
5	Collection of street sweeping waste and drain silt	Rs 200 per vehicle per instance notified/ observed by the Sanitary Inspector and in accordance with the clause 8.3 (a.5)
6	Collection of MSW from public meeting, Government functions and any other occasion festivals etc.,	Rs 100 per half an hour delay from the stipulated time as per clause 8.3 (a.6)
7	Complaint redressal	Rs 100 per instance as per clause 8.3 (a.7)
8	Lifting of Debris	Rs. 10,000 per vehicle per trip as per clause 8.3 (a. 8)
9	Deploying Compactor or similar nature vehicles for primary collection	Rs. 5000 per vehicle per day as per clause 8.3 (a. 9)

A daily record of the above Penalties for non-achievement of the Performance Parameters shall be maintained in the following manner.

Vehicle No.	Manpower Deployment	Start Time of operations	Timing of MSW collection on routes	Daily Coverage	Collection of street sweeping waste and drain silt	Collection of MSW from public meeting, Government functions and any other occasion festivals etc.,	Complaint redressal	Remarks
	1	2	3	4	5	6	7	
MH 01____1								
MH 01____2						<i>(enter amount of Penalty)</i>		
MH 01____3								
MH 01____n								
Total (in Rs)						<i>(sum of all the above)</i>		

Designation	Name	Signature	Date
Mukkadam			
Sanitary Inspector			
Prabhag officer			
Concessionaire			

SCHEDULE E: FORMAT FOR RECORDING OF COMPLAINTS

Date	Time when the complaint is received	Complaint received by	Complainant name, address, Ward and Prabhag name & phone no.	Details of Complaint	Name of Conessionaire's Staff to whom the Complaint is forwarded	Time when the complaint is resolved	Signature of the complaint recording personnel

SCHEDULE F: DETAILS OF VEHICLES PROVIDED BY PCMC

Sr. No.	Name of Vehicle No.	Name of Vehicle	Vehicle Make	Year of Purchase	Insurance Cover till
1	MH 14/ AZ 9937	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
2	MH 14/AZ 9938	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
3	MH 14/AZ 9939	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
4	MH 14/AZ 9940	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
5	MH 14/AZ 9941	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
6	MH 14/AZ 9944	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
7	MH 14/AZ 9945	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
8	MH 14/AZ 9946	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
9	MH 14/AZ 9947	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
10	MH 14/AZ 9949	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
11	MH 14/AZ 9950	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
12	MH 14/AZ 9951	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
13	MH 14/AZ 9952	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
14	MH 14/AZ 9953	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
15	MH 14/AZ 9954	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
16	MH 14/AZ 9955	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
17	MH 14/AZ 9956	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
18	MH 14/AZ 9957	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
19	MH 14/AZ 9958	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
20	MH 14/AZ 99559	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
21	MH 14/AZ 9960	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
22	MH 14/AZ 9961	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013

Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

23	MH 14/AZ 9962	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
24	MH 14/AZ 9963	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
25	MH 14/AZ 9964	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
26	MH 14/AZ 9965	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
27	MH 14/AZ 9966	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
28	MH 14/AZ 9967	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
29	MH 14/AZ 9968	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
30	MH 14/AZ 9969	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
31	MH 14/AZ 9970	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
32	MH 14/AZ 9971	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
33	MH 14/AZ 9972	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
34	MH 14/AZ 9973	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
35	MH 14/AZ 9974	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
36	MH 14/AZ 9975	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
37	MH 14/AZ 9976	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
38	MH 14/AZ 9977	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
39	MH 14/AZ 9978	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
40	MH 14/AZ 9979	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
41	MH 14/AZ 9980	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013

Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

42	MH 14/AZ 9981	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
43	MH 14/AZ 9982	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
44	MH 14/AZ 9983	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
45	MH 14/AZ 9984	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
46	MH 14/AZ 9985	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
47	MH 14/AZ 9986	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
48	MH 14/AZ 9987	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
49	MH 14/AZ 9988	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
50	MH 14/AZ 9989	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
51	MH 14/AZ 9990	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
52	MH 14/AZ 9991	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
53	MH 14/AZ 9992	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
54	MH 14/AZ 9994	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
55	MH 14/AZ 9995	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
56	MH 14/AZ 9996	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
57	MH 14/AZ 9997	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
58	MH 14/AZ 9998	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
59	MH 14/CJ 102	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013

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60	MH 14/CJ 103	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
61	MH 14/CJ 104	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
62	MH 14/CJ 105	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
63	MH 14/CJ 106	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
64	MH 14/CJ 107	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
65	MH 14/CJ 108	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
66	MH 14/CJ 12	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
67	MH 14/CJ 15	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
68	MH 14/CJ 16	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
69	MH 14/CJ 17	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
70	MH 14/CJ 18	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
71	MH 14/CJ 19	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
72	MH 14/CJ 20	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
73	MH 14/CJ 21	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
74	MH 14/CJ 23	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
75	MH 14/CJ 24	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
76	MH 14/CJ 25	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
77	MH 14/CJ 26	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013

Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

78	MH 14/CJ 27	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
79	MH 14/CJ 28	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
80	MH 14/CJ 29	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
81	MH 14/CJ 31	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
82	MH 14/CJ 32	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
83	MH 14/CJ 34	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
84	MH 14/CJ 35	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
85	MH 14/CJ 36	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
86	MH 14/CJ 37	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
87	MH 14/CJ 38	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
88	MH 14/CJ 40	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
89	MH 14/CJ 41	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
90	MH 14/CJ 42	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
91	MH 14/CJ 43	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
92	MH 14/CJ 46	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
93	MH 14/CJ 47	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
94	MH 14/CJ 48	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
95	MH 14/CJ 49	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013

Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

96	MH 14/CJ 50	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
97	MH 14/CJ 51	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
98	MH 14/CJ 52	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
99	MH 14/CJ 53	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
100	MH 14/CJ 54	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
101	MH 14/CJ 57	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
102	MH 14/CJ 58	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
103	MH 14/CJ 59	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
104	MH 14/CJ 61	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
105	MH 14/CJ 62	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
106	MH 14/CJ 63	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
107	MH 14/CJ 64	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
108	MH 14/CJ 65	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
109	MH 14/CJ 67	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
110	MH 14/CJ 68	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
111	MH 14/CJ 69	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
112	MH 14/CJ 70	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
113	MH 14/CJ 71	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013

Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

114	MH 14/CJ 72	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
115	MH 14/CJ 73	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
116	MH 14/CJ 74	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
117	MH 14/CJ 76	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
118	MH 14/CJ 78	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
119	MH 14/CJ 79	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
120	MH 14/CJ 80	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
121	MH 14/CJ 81	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
122	MH 14/CJ 82	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
123	MH 14/CJ 83	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
124	MH 14/CJ 84	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
125	MH 14/CJ 86	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
126	MH 14/CJ 87	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
127	MH 14/CJ 89	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
128	MH 14/CJ 90	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
129	MH 14/CJ 91	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
130	MH 14/CJ 92	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
131	MH 14/CJ 93	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013

Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

132	MH 14/CJ 95	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
133	MH 14/CJ 96	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
134	MH 14/CJ 97	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
135	MH 14/CJ 98	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
136	MH 14/AZ 9942	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
137	MH 14/AZ 9948	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
138	MH 14/AZ 9993	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
139	MH 14/CJ 122	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
140	MH 14/CJ 123	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
141	MH 14/CJ 124	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
142	MH 14/CJ 126	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
143	MH 14/CJ 128	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
144	MH 14/CJ 129	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
145	MH 14/CJ 130	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
146	MH 14/CJ 14	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
147	MH 14/CJ 30	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
148	MH 14/CJ 56	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
149	MH 14/CJ 60	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013

Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

150	MH 14/CJ 75	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
151	MH 14/AZ 9974	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
152	MH 14/AZ 9973	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
153	MH 14/CJ 45	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
154	MH 14/CJ 39	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
155	MH 14/CJ 94	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
156	MH 14/CJ 13	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
157	MH 14/CJ 127	Auto Rickshaw Hopper	Tata Ace	March 2010	May 2013
158	MH 14/AZ 2337	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2012
159	MH 14/AZ 2328	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2012
160	MH 14/AZ 1806	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
161	MH 14/AZ 2339	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
162	MH 14/AZ 2330	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
163	MH 14/AZ 9951	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
164	MH 14/AZ 1804	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
165	MH 14/AZ 1823	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
166	MH 14/AZ 1838	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
167	MH 14/F 9952	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013

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168	MH 14/F 9956	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
169	MH 14/AZ 1805	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
170	MH 14/AZ 1825	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
171	MH 14/AZ 9959	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
172	MH 14/AZ 1827	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
173	MH 14/AZ 1824	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
174	MH 14/AZ 1820	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
175	MH 14/AZ 1821	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
176	MH 14/AZ 2329	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
177	MH 14/AZ 1822	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
178	MH 14/AZ 1807	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
179	MH 14/F 9957	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
180	MH 14/AZ 1798	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
181	MH 14/AZ 2332	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
182	MH 14/AZ 1826	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
183	MH 14/F 9953	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
184	MH 14/F 9958	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
185	MH 14/AZ 2340	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013

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186	MH 14/AZ 2333	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
187	MH 14/AZ 2336	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
188	MH 14/AZ 1788	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
189	MH 14/AZ 1789	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
190	MH 14/AZ 1791	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
191	MH 14/AZ 1792	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
192	MH 14/AZ 1793	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
193	MH 14/AZ 1794	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
194	MH 14/AZ 1795	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
195	MH 14/AZ 1796	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
196	MH 14/AZ 1797	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
197	MH 14/AZ 1801	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
198	MH 14/AZ 1808	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
199	MH 14/AZ 1809	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
200	MH 14/AZ 1810	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
201	MH 14/AZ 1811	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
202	MH 14/AZ 1812	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
203	MH 14/AZ 1813	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013

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204	MH 14/AZ 1814	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
205	MH 14/AZ 1815	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
206	MH 14/AZ 1816	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
207	MH 14/AZ 2325	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
208	MH 14/AZ 2326	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
209	MH 14/AZ 2327	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
210	MH 14/AZ 2334	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
211	MH 14/AZ 2335	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
212	MH 14/F 9949	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
213	MH 14/F 9950	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
214	MH 14/F 9954	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
215	MH 14/AZ 1802	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
216	MH 14/AZ 1803	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
217	MH 14/AZ 1817	Auto Rickshaw Hopper	Bajaj GC 1000	Nov 2007	March 2013
218	MH 14/F 9941	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013
219	MH 14/F 9944	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013
220	MH 14/F 9945	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013
221	MH 14/F 9971	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013

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222	MH 14/F 9975	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013
223	MH 14/AZ 9866	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013
224	MH 14/AZ 9867	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013
225	MH 14/AZ 9868	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013
226	MH 14/AZ 9918	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013
227	MH 14/F 9961	Compactor (14 Cu. Mtr.)	Tata 1615	Nov 2007	March 2013
228	MH 14/F 9962	Compactor (14 Cu. Mtr.)	Tata 1615	Nov 2007	March 2013
229	MH 14/F 9963	Compactor (14 Cu. Mtr.)	Tata 1615	Nov 2007	March 2013
230	MH 14/F 9964	Compactor (14 Cu. Mtr.)	Tata 1615	Nov 2007	March 2013
231	MH 14/AZ 9860	Compactor (18 Cu. Mtr.)	Tata 2516	Nov 2007	March 2013
232	MH 14/AZ 9915	Compactor (18 Cu. Mtr.)	Tata 2516	2009-10	March 2013
233	MH 14/AZ 9923	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013
234	MH 14/AZ 9859	Compactor (18 Cu. Mtr.)	Tata 2516	2008-09	March 2013
235	MH 14/F 6010	Dumper Placer	Tata 1692	June 1996	March 2013
236	MH 14/F 6011	Dumper Placer	Tata 1692	May 1996	March 2013
237	MH 14/F 7819	Dumper Placer	Tata 1692	March 2000	March 2013
238	MH 14/F 7910	Dumper Placer	Tata 1692	March 2000	March 2013
239	MH 14/F 6007	Dumper Placer	Tata 1692	March 1996	March 2013

Door to Door Collection, Segregation and Transportation of MSW to MSW Depot at Moshi on PPP Basis

240	MH 14/F 6014	Dumper Placer	Tata 1692	March 1996	March 2013
241	MH 14/F 6909	Dumper Placer	Tata 1692	March 1996	March 2013
242	MH 14/F 7661	Dual Dumper Placer	Tata 1692	March 2000	March 2013
243	MH 14/F 7816	Dual Dumper Placer	Tata 1692	March 2000	March 2013
244	MH 14/F 6006	Dumper Placer	Tata 1692	March 1996	March 2013
245	MH 14/F 7663	Dual Dumper Placer	Tata 1692	March 2000	March 2013
246	MH 14/F 9939	Bulk Refused Carrier (BRC)	Tata 2510	May 2007	March 2013
247	MH 14/F 9860	BRC	Tata 2510	Dec 2002	March 2013
248	MH 14/V 4912	BRC	Tata 2510	Dec 2002	March 2013
249	MH 14/V 4947	BRC	Tata 2510	Dec 2002	March 2013
250	MH 14/V 5008	BRC	Tata 2510	Dec 2002	March 2013

SCHEDULE G: ELECTORAL WARDS IN PROJECT AREA (A& D PRABHAG)

Sr. No.	Name of Prabhag	No. of Electoral Wards	Number of Electoral Wards
1	A- Prabhag	16	1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 26
2	D- Prabhag	16	44, 45, 46, 47, 48, 49, 50, 51, 53, 54, 55, 56, 57, 58, 59, 60

SCHEDULE H: 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, 1956, having its registered office at _____, (“the Concessionaire”), the Concessionaire has been granted the Concession Rights to undertake door to door collection, segregation and transportation of MSW to MSW Depot at Moshi on PPP Basis (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.5,00,00,000 (Rupees five crores 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 _____³ 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.

³ Five years and six months from the date of signing the Concessionaire Agreement

SCHEDULE I: DETAILS OF PARKING AND WORKSHOP AREA

Sr. No.	Location	Current Facility in Parking & Workshop Area
1	A- Prabhag : Hedgewar Bhavan	1. Parking Area 2. Electricity Connection 3. Water Connection
2	D- Prabhag : Existing parking place at Thergaoh	4. Washing Ramp 5. Shed for repair