

**BEFORE THE HON'BLE DELHI ELECTRICITY REGULATORY
COMMISSION, NEW DELHI**

Filing No

Case No.....

IN THE MATTER OF:

M/s. Delhi MSW Solutions Limited (DMSL)

...PETITIONER

Versus

M/s. Tata Power Delhi Distribution
Limited (TPDDL) & Ors.

...RESPONDENTS

I N D E X

VOLUME II

1. ANNEXURE P – 3	219-349
A copy of concession agreement.	
2. ANNEXURE P – 4	350-354
A copy of the Environment Clearance accorded by MoEF, Government of India.	
3. ANNEXURE P – 5	355-359
A copy of the Environmental Clearance for setting up the Waste to Energy project using reciprocating grate technology.	
4. ANNEXURE P – 6	360-367
A copy of the latest consent/ permission order renewed by DPCC.	
5. ANNEXURE P – 7	368
A copy of the letter dated 31.12.2009.	
6. ANNEXURE P – 8	369
A copy of the certificate letter issued by the executive engineer of MCD.	
7. ANNEXURE P – 9	370
A copy of the certificate with respect to chimney and the layout map.	
8. ANNEXURE P – 10	371
A copy of the bay allotment by Delhi STU.	
9. ANNEXURE P – 11	372
A copy of the permission accorded by DDA for laying the 66 KV cable.	
10. ANNEXURE P – 12	373-388
A copy of the supply agreement.	
11. ANNEXURE P – 13	

- A copy of the certificate issued by the inspector of boilers, Government of NCT Delhi: **389-391**
- 12. ANNEXURE P – 14**
A copy of the amended National Tariff Policy dated 28.01.2016. **392-407**
- 13. ANNEXURE P – 15**
A copy of the letter dated 03.02.2016. **408-410**
- 14. ANNEXURE P – 16**
A copy of the letter dated 23.02.2016 issued by the Hon'ble Commission to the Petitioner. **411**
- 15. ANNEXURE P – 17**
A copy of the letter dated 23.02.2016 issued by the Hon'ble Commission to the distribution licensees. **412**
- 16. ANNEXURE P – 18**
A copy of the letter dated 26.02.2016. **413-414**
- 17. ANNEXURE P – 19**
A copy of the letter dated 11.03.2016. **415-416**

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SHIKHA OHRI / TUSHAR NAGAR
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Place:
Date:

surety, guarantee or counter guarantee whether directly or indirectly for the recovery of amounts advanced by the Lenders to the Concessionaire.

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ARTICLE 4

MODE OF TERMINATION PAYMENTS

4.1 Mode of Payment

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

ARTICLE 5

GENERAL

5.1 General

- (a) The Parties hereto expressly represent and warrant that they are duly empowered to sign and execute this Agreement.
- (b) Notices under this Agreement shall be sent to the Addresses first hereinabove mentioned. Any change in the address of any Party shall be duly notified by a Registered post acknowledgement due and delivered to the other parties.
- (c) The expressions "MCD", the "Concessionaire", the "Lender" and, the "Lenders' Representative" herein used shall unless there be anything repugnant to the subject or context include the respective successors, legal representatives, administrators and permitted assigns.
- (d) This Agreement shall not be affected by reorganisation of any Lender, the Concessionaire or MCD and the successor in interest of the Lender or MCD shall have the benefit of this Agreement.
- (e) Any dispute, difference or claim arising out of or in connection with or in relation to this Agreement which is not resolved amicably shall be decided finally by arbitration by a Board of Arbitrators comprising of a nominee of each party to the dispute. Such arbitration shall be held in accordance to and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The arbitrators shall issue a reasoned award. The venue of such arbitration shall be Delhi, India. The Award shall be final and binding on the Parties. The Parties agree and undertake to carry out the award of the arbitrators (the "Award") without delay.
- (f) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder. The Courts in Delhi alone shall have jurisdiction over all matters arising out of or relating to the arbitration

agreement contained herein or proceedings arising out of or relating to the arbitration proceedings there under.

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- (g) The consultation, recommendation or approval of the Lenders' Representative under this Agreement shall always be taken as consultation, recommendation or approval of every concerned Lender and each such Lender shall be bound by the same.
- (h) This Agreement shall be in addition to and shall not be in derogation of the terms of the Financing Documents.
- (i) It shall not be necessary for the Lender(s) or the Lenders' Representative to enforce or exhaust any other remedy available to them before invoking the provisions of this Agreement.
- (j) No amendment, variation or modification to this Agreement shall be valid and effectual unless made in writing and executed by the duly authorised representatives of all the Parties hereto.
- (k) All stamp duties or other imposts and charges as are applicable on this Agreement or on amendment of the Concession Agreement or execution of fresh Concession Agreement for the purpose of substitution as aforesaid, irrespective of the Lenders making such payment for the time being, shall be borne by and be to the account of the Concessionaire.
- (l) The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the Concession Agreement and this Agreement shall be read together and construed harmoniously. The terms of this Agreement shall prevail in the event of any inconsistency with the Concession Agreement.

SCHEDULE I

PARTICULARS OF FINANCIAL ASSISTANCE.

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

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


SIGNED AND DELIVERED ON BEHALF OF
_____ LIMITED

BY: _____

Name:

Title:

SIGNED AND DELIVERED ON BEHALF OF
MUNICIPAL CORPORATION OF DELHI


Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi



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BY: _____


Name: _____

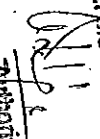
Title: _____

SIGNED AND DELIVERED ON BEHALF OF

ON BEHALF OF THE
LENDERS SET FORTH IN SCHEDULE I

BY: _____
Name: _____


Ex: Engineer (DEMS)-II
Municipal Corporation of Delhi

FOR DELHI/NEW SOLUTIONS LT

Authorized Signatory

SUBSTITUTION AGREEMENT

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

AMONGST,

Municipal Corporation of Delhi, a body corporate constituted under the Delhi Municipal Corporation Act, 1957 (hereinafter referred to as "MCD") which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns, OF THE ONE PART,

AND

Ms. _____ a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at _____ hereinafter referred to as "the Concessionaire" (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns),

AND

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

OR

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

WHEREAS,

MCD desires to Door to Door collection, Transfer, Transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, for Select Zones in Delhi, on a long-term Build, Operate and Transfer (BOT) basis; for Municipal Solid Waste in Civil Lines Zone, Rohini zone and Vasant Kunj, Dwaraka-Pappankala and the same has been approved by the MCD (hereinafter referred to as "the Project");

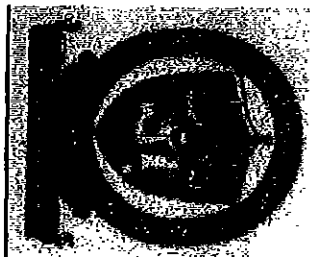
C. By the Concession Agreement dated _____ entered into between MCD and the Concessionaire (hereinafter referred to as "the Concession Agreement") the Concessionaire has been granted the Concession to implement the Project on BOT basis;

D. With a view to facilitate financing of the Project by the Concessionaire, MCD and the Concessionaire have agreed to enter into a Substitution Agreement being these presents with the Lender/s/Lenders' Representative.

For DELHI MSW SOLUTIONS LTD.

X. E. P. S. (GEMAS)-III
Municipal Corporation of Delhi

Authorised Signatory



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Request for Proposal for Door to Door collection, Transfer, Transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, for Select Zones in Delhi, on a long-term Build, Operate and Transfer (BOT) basis; for Municipal Solid Waste.


REQUEST FOR PROPOSAL DOCUMENT


Civil Lines Zone, Rohini Zone, Vasant Kunj and Dwaraka-Pappankala

**Department of Environment Management Services (D.E.M.S.)
Municipal Corporation of Delhi**

November, 2008

For DELHI MSW SOLUTIONS LTD.


Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi


Authorised Signatory

Disclaimer

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of MCD or any of their employees or advisors, is provided to Applicant(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 the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for Proposal pursuant to this RFP (the "Application"). This RFP includes statements, which reflect various assumptions and assessments arrived at by MCD in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for MCD, 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 this RFP may not be complete, accurate, adequate or correct. Each Applicant 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 Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MCD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MCD, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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 with pre-Proposal of Applicants for participation in the Bidding Process.

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

MCD 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 MCD is bound to select or to appoint the selected Bidder or Contractor, as the case may be, for the Project and MCD reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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



En. Engineer (DEMS)-II
Delhi Sub Corporation of Delhi

For DELHI MSW SOLUTIONS LTD.



Authorised Signatory

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For DELHI M&W SOLUTIONS LTD.

Authorised Signatory

DELHI M&W SOLUTIONS LTD.
CORPORATION OF DELHI

1. REQUEST FOR PROPOSAL [RFP]

The Municipal Corporation of Delhi intends to develop a system for door to door collection at source in at least two categories: Bio degradable, Non biodegradable, its environment friendly transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis; for Municipal Solid Waste. In case of any confusion or contradiction in the document, MSW (M&H) Rules 2000 shall be given precedence.

MCD plans to make Delhi a world class clean and green city, which is environmentally and economically sustainable.

1.1 Minimum Eligibility

MUNICIPAL CORPORATION OF DELHI SEEKS REQUEST FOR PROPOSAL (RFP)
FROM ELIGIBLE BIDDERS:

WHO CAN APPLY?

Applicant's experience shall be measured in terms of the following parameters and its exposure in the particular field:

Collection of garbage -

- ? The company/ consortium must have experience in Collection of MSW for at least 2 years for minimum collection of 250 TPD.
- ? Should have a dedicated band of trained manpower who can handle this activity efficiently.

Processing -

- ? Have built, constructed and operated processing facility of municipal garbage for minimum 2 years, out of which at least one plant should be of 250 TPD capacity of either composting or RDF or an integrated facility.
- ? Should have adequately qualified and experienced staff (suitable for the technology options chosen).

Disposal -

- ? Have built, constructed and operated at least one Engineered landfill (complete with bottom liner, formation of daily cells covered with daily soil cover, equipped with gas collection/flaring systems and leachate collection and treatment system), having the capacity to handle minimum 250 TPD of Solid Waste, for at least a period of two years,

Note: The company/ consortium must satisfy all the three criteria mentioned above.

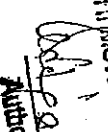
For the purpose of Qualification, an Applicant would be required to demonstrate the Threshold Financial Capability measured on the following criteria:

- a) The company/ consortium should have minimum average annual turn over of Rs. 400 Million in last three years.
- b) Net worth, as at the end of the most recent Financial Year shall be at least equal to Rs. 50 Million; and
- c) Aggregate net cash accruals for the last two Financial Years shall be at least equal to Rs. 50 Million;
- d) None of the consortium member should be a defaulter to any bank or financial institution during the last three years preceding this RFQ submission for any loan or other financial transaction. The bidder shall attach the insolvency certificate from the bank.

1.2 Other eligibility requirements

The prospective bidder should have experienced staff in solid waste management per MSW (M&H) Rules, 2000, automobile / mechanical engineering, auto electrical, auto mechanical, filter, helper, drivers of heavy vehicles; supervisors and workmen in repairing and maintaining the vehicles (details of such personnel(s) to be employed by the bidder should be attached with the RFP)

For DELHI MSW SOLUTIONS LTD.


Authorised Signatory

The prospective bidders shall submit audited balance sheet for the last three years, indicating turnover, liabilities and investments etc.

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Copy of bidders PAN No., Sales tax certificate, PF and ESIC registration documents

Proof of Company registration document/MoA/incorporation certificate.

1.2.1 Non Eligibility for Tendering the Project/ Work

- a) The proprietary, partnership firm, Private Ltd. Company, Ltd. Company which has been adjudged insolvent or has been black listed by the GOI/ State Governments, PSU or any ULB/Autonomous bodies in Delhi is not eligible to submit any offer.
- b) Offer submitted by the proprietary, partnership firm, Private Ltd. Company, Ltd. Company shall be treated as invalid if their authorized representative, authorized signatory, any director or their representatives for this tender is minor / not competent to contract. An undertaking to this effect will have to be submitted by the bidder.
- c) The proprietary, partnership firm, except joint venture Private Ltd. Company, Ltd. Company or their authorized representative, authorized signatory, any director or their representatives for this tender has/ have been convicted in a court of law for an offence under Indian Penal Code or offence involving moral turpitude or other criminal activities or detained under any preventive law for the time being in force; offer submitted by such company/ firm shall be treated as invalid. An undertaking to this effect will have to be submitted.

1.2.2 Restrictions for Tendering

- a) None of the bidder company having common partner / proprietor or who are connected with one another either financially or administratively as principal, agent or master, or closely related to each other such as husband and wife, father/mother and minor son / daughter or brother/sister and minor brother / sister and their corresponding in-laws shall tender separately under different names or establishments for this project / work. The bidder should not be near relative of MCD employees, means wife/husband/parent/grand parent/ children/grand children/brother/sister/aunts/cousins etc. and their corresponding in-laws.
- b) Any bidder failing to do so will themselves render liable to have their offer treated as invalid and also EMD/Security deposit forfeited and the contract cancelled at any stage and time during its currency. The company must disclose the names of their Partners, Directors, in this tender document while submitting the offer and an undertaking to this effect will have to be submitted.

1.2.3 Setting up of a Special Purpose Vehicle (SPV) for signing Concession agreement(s)

The successful bidder, in case of consortium organization will have to set up a special purpose vehicle registered in India in accordance to rules applicable in India, only in accordance with shareholder commitments mentioned in the eligibility condition within 45 days from the issue of the Letter of Intent for signing the concession agreement. MCD will sign the concession agreement with the special purpose vehicle set up by the successful bidder for this Project. In case the bidder is a single entity/ company then SPV is not required

1.3 Other important details of tender

RFP are invited for Door to Door collection, segregation, transfer, transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis; for Municipal Solid Waste; The Corporation is planning to initiate integrated management of 700-1000 TPD (expandable up to 2000) municipal solid waste project in a designated area comprising following zones

Civil Lines Zone, Rohini Zone

and

Vasant Kunj, Dwarka - Pappankala

The approximate MSW generation is about 700 -1000 MT/day. It is expected that MSW generation will increase with population growth in Delhi.

Getting adequate land in Delhi for appropriate disposal of municipal solid waste has been extremely difficult. At the same time efficient management of municipal solid waste in compliance of the "Municipal Solid Waste (Management and Handling) Rules, 2000" is mandatory. Therefore

Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS LTD.
Authorized Signatory

MCD intends to develop optimal measures through combination of mechanical, biological and thermal / chemical processes to minimize the waste material going to the sanitary landfill. The proposed system should be sustainable technically and financially and also socially acceptable.

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MCD is also desirous of making Delhi a 'Dhalaodust bin-free city. For this purpose, door-to-door collection (doorstep collection) would be introduced in this project. It is also aimed at inculcating the habit of primary segregation at source in the project area and secondary segregation at Treatment facility.

To improve efficiency and effectiveness of handling of municipal solid waste management, MCD has decided to award a combined work, tending to an integrated system to one private operator or suitable consortium thereof.

Concession period: 20 years from the date of acceptance of commercial operation.

The purpose of this project would be to create an efficient and effective garbage collection, transfer, treatment and disposal system in Delhi, with the following objectives:

1. Ensure clean and hygienic disposal of Municipal Solid Waste in the selected zones of MCD.
2. Improve productivity of man, materials and equipment
3. Promote economic operations of services
4. Promote and protect quality of and sustainability of the Urban Environment


The bidder should have adequate finance & expertise for acquiring, operating & maintaining vehicles, equipment, machinery, accessories and supporting system required for the work, envisaged under the MSW Rules 2000. Proof of financing arrangements and tie up letters with reputed solid waste collection vehicle manufactures should be submitted by the bidder, at the time of RFP submission.

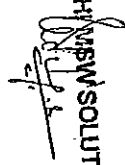
1.4 Scope of work:

Door to door collection, segregation, transfer and transportation of Biodegradable, Non biodegradable from every generators/producer in the concession area to processing/ landfill site as decided by MCD, by using auto lifter, refuse compactors and closed tippers etc.; developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis; for Municipal Solid Waste;

The work would comprise the following items:

- ? Doorstep collection (Segregated, Municipal Solid Waste) from the designated area
- ? Lifting and transportation of sweeping silt from the concession area.
- ? Transportation of the collected waste in segregated form, to Processing Facilities
- ? Construction, operation and maintenance of Waste Transfer Stations / vehicle parking site(s).
- ? Setting up of appropriate integrated processing facility in consonance with the characteristics of the waste and compliance of MSW (M&H) Rules 2000.
- ? Setting up of an engineered sanitary landfill (SLF) site and its operation & maintenance in compliance to MSW (M&H) Rules 2000.


Ex. Engineer (DEMO)
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS LTD.

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- 7 Providing top soil cover on the closed portions of landfill and developing green cover and would follow CFCB guidelines for setting up of a Engineered SLF for the purpose

Door to Door collection:

The collection service has to start from door of the MSW producer i.e. source. The bidder shall collect segregated garbage (biodegradable and non-biodegradable) in an auto tipper containing two-bins, having colour coded system as per MSW (M&H) Rules 2000 and a sound Management Information System (MIS) for monitoring of MSW collection, aimed at 100% MSW pick up.

The colour coding of the bins (and also of the corresponding transporting vehicles) have to be as per the MSW (M&H) Rule 2000- green for bio-degradable waste, white for recyclable waste and black for other waste.

Efficiency has to be achieved by deployment of mechanized system. Manual systems will be allowed only on those roads where mechanical system may not be feasible either due to lesser right of way. The project proponent is required to give an indicative flow-sheet (showing the capacity and type of vehicles to be employed) at the RFP stage.

Note: Bin(s) of required size [in any number, as per their requirement] to segregate the MSW at source shall be purchased/maintained by the producer/generator him/her self.

Transportation of MSW:

In view of the large area and long road network, one transfer stations for each zone is proposed. The waste collected from the doorsteps is brought to the transfer station if required, where it is/would be shifted to transfer trailers/compactors [no transfer of MSW at ground]. Bulk refuse carriers would be deployed to take the MSW transferred in these large bins and or transfer trailers/compactors to the site for processing and disposal. Collection vehicles operating in the areas between the disposal site and the nearest transfer station may be sent directly to the disposal site (site for processing and disposal).

Different types of waste would be transported in different vehicles which would also be colour coded as above. From the transfer stations, different types of waste would be sent to respective destinations for further processing and final disposal.


The transportation vehicle shall be fixed with Geographic Positioning System (GPS) and a sound MIS based monitoring mechanism. All the vehicles would be fitted with GPS tracking equipment. The GPS would be accessible from the Urban Local Body (ULB) control room, also. The ULB Control room shall be set up by the BOT Operator.

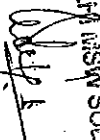
Space for Workshop and Parking shall be provided by MCD. Infrastructure Development and Furnishing of Workshop and Parking Space are to be done by the bidder at his/her own cost. He may use existing water & electricity connections on payment of bills, as per actual. The bidder shall also arrange necessary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

The bidders shall set up a control room to monitor the movement of every vehicle by using Real time GPS (Global Positioning System) / GSM (Global System for Mobile Communication) at the space provided by the MCD for the purpose, at his own cost. The bidder will allow the access to monitoring system [as and when required] to independent consultant as well as to the Engineers of MCD.

The bidders shall set up ERP (Enterprise Resource Planning) system in the same control room as stated above, to monitor the complete enterprise set up.

Wherever (e.g. market, public street, parks etc.)/ When ever prescribed (festivals, event, seasons etc. at any point of time during concession period) collection and transportation of MSW will have to be carried out by the contractor at no additional charge.


Engineer (Design)

FOR DELTA MSW SOLUTIONS LTD.

Authorised Signatory

Transfer stations:

The operator would have to build 2 nos. of transfer stations, one in each zone. Land would be provided by the MCD on lease for the duration of this concession. The transfer stations would be designed for all weather operations and would be environmentally compatible for proximity to inhabited localities. Therefore, these would have the following components:

1. Adequate space for all operations within the premises of the transfer station, which would have solid [Brick Masonry] wall fencing of minimum 2 m height.
2. Operations within the transfer station would be under cover, so that dust and noise could be effectively controlled. At the same time the operation would not be hampered during precipitation as well.
3. All internal roads, ramp and platforms at different levels would be concrete built and should withstand load of moving machines/vehicles.
4. The transfer station shall be cleaned daily and the floors washed. The wash water should go through a sediment basin and then to the city sewer.
5. The selected BOT operator would have to make appropriate site-specific designs as per the type of vehicles and containers to be handled and the method applied for transfer of the waste.
6. Prospective designs may be discussed with the MCD during the pre-bid meeting but detailed discussion followed by written approval would have to be taken from MCD for their adequacy, before construction.

Note: The transfer stations would receive and compact solid waste between 6 AM to 6 PM (or 7 PM) to avoid nuisance to nearby resident population.

The bidder shall be allocated about 100 Acre land at Narela Bawana Site. The bidder will set up processing facility (ies) and Engineered Land Fill Site to process the 700-1000 TPD MSW, initially, which may go on increasing at natural growth till 2029 (during 20 years concession period).

The selected BOT operator would be expected to select a combination of technologies / systems that includes Material Recycle Facility (MRF), Composting, and Refuse Derived Fuel (RDF); which would maximize waste recycling / treatment and would ensure that minimum quantity of inert goes to landfill.

The bidder would be required to look into the quality and quantity of the Municipal Solid Waste generated in the designated area for arriving at the technology selection. The total system would be compliant with the applicable rules and guidelines, framed in India for the purpose.

Processing facility:

The work at the Narela-Bawana site can be divided into three broad categories:

- (i) Works relating to the site development,
- (ii) Works related to construction and operation of waste processing unit(s) and
- (iii) Works related to the development and operation of engineered landfill site.

The following section presents the salient details of each of these components:

- (a) **Site Development:** The broad scope of works to be carried out by the bidder under this category includes the following components, but is not limited to:
 - (i) Undertaking necessary geotechnical survey to assess the hydrological and flooding potential of the site;
 - (ii) Construction of internal roads, fencing wall/ internal boundary (ies) (aesthetically pleasing, attractive and requiring low maintenance cost) to restrict the entry to specific areas of site to the authorised persons, only.

- (b) **Developing and Operating the Waste Processing Units:**
The selected BOT operator would be expected to select a combination of technologies / systems that includes Material Recycle Facility (MRF), Windrow Composting and Refuse Derived

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Fuel (RDF) which would maximize waste recycling/treatment and would lead to minimum waste going to landfill.

As the bidder would be aware, so far aerobic composting has been the most used processing system for municipal solid waste in India. Lately RDF technology is also being considered in the country for use as fuel.

The bidder will be required to submit proposal on the above mentioned technologies. The bidder may also submit an additional alternate proposal using other proven (commercially operating) technologies. The project proponent would be required to look into the quality and quantity of the waste generated in the designated area for arriving at the technology selection. The total system would be compliant with the applicable rules of the land and guidelines. Only proven technologies would be considered for implementation, as the Corporation cannot take any chance, which may lead to failure of the project.

Note: Proven technology: Technology must have operating plants for MSW treatment for last 2 year in at least 2 cities and each plant should have more than 200 TPD capacities. The bidder shall submit the relevant documents for the consideration of MCD in support of his/her claim. No extra tipping fee will be paid on account of change in technology.

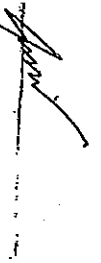
The composting i.e. controlled process involving microbial decomposition of organic matter, shall be carried out by composting method, so that it consume minimum time to stabilize the organic matter and reduces odour and increases efficiency of the compost plant.


The bidder shall undertake composting in such a manner that MSW, during its processing does not attracts bird(s), as the site is very near to an Air Force Station. The concessionaire shall ensure that and compost or any other end product comply with the standards as specified in Schedule IV of the MSW (M&H) Rules, 2000.

The RDF (Refuse Derived Fuel) shall be derived from the garbage through pelletisation, without harming to the environment.

The broad scope of works to be carried out by the bidder under this category includes the following components, but is not limited to:

- (i) Development/setting up of Weigh Bridge (multiple scales; for in-bound and out-bound vehicle(s) with specific attention to queuing problems). The weighing record shall be maintained manually as well as electronically, for regulating the billing of tipping fee.
- (ii) The treatment facility (ies) shall be compatible to all weather conditions (including concrete road pavement for reducing dust and controlled bypass lanes), so that the processing of waste is continuous and unhindered during the entire concession period.
- (iii) Selling of products after processing the MSW like Re-cyclable(s), Compost and RDF
- (c) **Constructing and operating engineered landfill to receive and store the rejects of processed MSW:** The broad scope of works to be carried out by the bidder under this category includes the following components, but is not limited to:
 - ? Providing impermeable CCL (Compacted Clay Liner)/GCL (Geo synthetic Clay Liner) / GL (geo-membrane liner) at the bottom, over the slopes and on top with proper anchoring.
 - ? Providing protective layer on either side of impermeable layer
 - ? Provision of Drainage layer with construction debris/gravel/moorum/geo-synthetics
 - ? Construction of gas collection wells, gas collection manifold and flaring system
 - ? Construction of rain water collection and disposal system
 - ? Construction of leachate collection ducts, sump with special emphasis on worker safety, arrangements for replacement of pump or other appurtenances and leachate treatment system [preferably simple solar assisted natural cleansing methods].


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2. Providing appropriate soil cover or exposed geo-membrane cover on the closed portions of landfill and developing green cover using suitable locally sustainable vegetation. Green cover around the periphery to be developed by the bidder.
3. providing measurement systems for keeping a track record of remaining landfill capacity such as compaction rate (kg/cum), leachate generation rate (liters per hectare per day), variations in chemical quality of leachate each month (The record shall be maintained for a day/month wise) and landfill gas generation rates, landfill settlement rate (The record shall be maintained for a month/year wise).

The Engineering Land Fill Facility shall be designed with protective measures against pollution of ground water, surface water and ambient fugitive dust, wind-blown litter, bad odour, fire hazard, bird menace, pests or rodents, greenhouse gas emissions, slope instability and erosion etc., as specified in Schedule III of the MSW (M&H) Rules, 2000.

Note:

1. This is made clear that the concessionaire shall arrange/engage necessary T&P, vehicles (all type) /manpower [in required number] for successful implementation of the project. Therefore, he/she shall exclusively be responsible for all accidents [any sort] occurred during collection, transportation, transfer, processing of MSW and land filling of inert. The concessionaire shall also be responsible for implementation of all labour related laws. The concessionaire shall indemnify the MCD in respect of both i.e. accident as well as labour laws.

2. This is also made clear that the scope of work under this project, does not includes the collection, transportation, transfer, processing of Construction & Demolition Waste, Un-claimed malba, Silt removed from the de-silting of drain(s) [of size more than 4 feet width as well as depth] and Green Waste generated in various parks etc.; within the jurisdiction of concession area, for which the necessary arrangements shall be made by the MCD.

OTHER TECHNICAL DETAILS:

[A] Change of Processing Technology:

There are all possibilities that during the passage of time the MSW characteristics may change. Therefore, the bidder may require change in the processing technology/method to treat the MSW in an efficient manner. For that the Bidder will be allowed the option of change(s) in technology or mutually acceptable terms, after a period of 10 years. However, the bidders shall submit his/her proposal for change in technology/method for approval of MCD, with all possibilities of revenue /carbon credit sharing. Only proven technologies would be considered for implementation, as the Corporation cannot take any chance, which may lead to failure of the project. This is clarified here, due to change in treatment process at a later date; no enhancement to the tipping fee shall be permissible/ paid by the MCD, to the bidder.

[B] CDM (Clean Development Mechanisms) Benefits:

The bidder will be responsible to plan and execute all steps in CDM development process (project structuring, documentation, registration, validation, verification and marketing) and will integrate mechanisms including end use of methane to maximize the CER (Certified Emission Rates) revenues accruing from the project. The bidder will share the CER revenue as per the concession agreement and will provide all CER accrual and sale related information with MCD. The sale of CDM and CER shall be strictly through escrow account "Narela Bavana Site" and all revenue shall be deposited in the same, to have a transparency in all transaction(s). Bidder will be given 60% of the revenues from carbon credits and 40% of the revenues shall be retained by the MCD. This escrow account shall be monitored by the Independent Consultant.

[C] Awareness Programme:

The bidder shall organize and conduct public awareness programs for ensuring segregation/separate collection of waste at/from source. Two percent of tipping fees payable to the bidder shall be used for DELHI MSW SOLUTIONS LTD.

[Signature]

[Signature]
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the bidder shall go to Escrow account and this fund shall be utilised by the bidder for organizing and conducting public awareness programs [interval to be decided by the MCD, in consultation with IC and the bidder]. The bidder shall engage a firm of international repute for implementing the awareness programme. Independent Consultant will supervise this activity during the entire concession period.

[D] Operation & Maintenance of Infrastructure and the equipments:

The bidder shall be responsible for Construction/Supply, operation and maintenance of required Infrastructure including processing units [Compost and RDF Plant], engineered sanitary land fill facilities etc., workshop/parking facilities, segregation facilities, auto tipper, refuse compactors, on Build, Operate, and transfer basis. The bidder shall transfer immovable infrastructure, machineries, equipment, and vehicles to MCD (free of cost) in working condition, at the time of completion of concession period or termination of contract, whichever is earlier.

After issue of Letter of Intent to the selected bidder, MCD will provide:

- (i) The vacant and uncontested possession of the land demarcated for waste transfer station, workshop and parking etc.,
- (ii) The vacant and uncontested possession of the processing/land fill site.

Also, the MCD will make necessary budgetary provisions to make the payment of the tipping fee to the Concessionaire, in pursuant to the Concession Agreement at a regular interval.

The Integrated Municipal Solid Waste Processing Facility [Composting, RDF etc.] and Engineered Sanitary Landfill Facility; strictly as per MSW (M&H) Rules 2000 shall be set up by the bidder at Narela Bawana Site. The required land (only) for the purpose shall be provided by the MCD. Rest other facilities like infrastructure, manpower or equipments (what so ever) etc. required for successful implementation of project, shall be arranged by the bidder at his own cost, nothing shall be payable by the MCD to the bidder, to this effect.

Note: The bidder shall construct a room [of sufficient size], duly furnished with furniture, A/Cs, Computer and Printer etc.; having sitting arrangements for MCD Engineers, Independent Consultant and his/her personnel at the entry of processing unit & Land fill [Location "A"] as well as at the entry of Engineered Land Fill [Location "B"], so that entry of MSW/ inert can be monitored at both locations/ places by the MCD Engineers, Independent Consultant etc.

Swept Material/Silt:

It is proposed that the concession area shall be free from Dust Bin/Dhaleo. The Safai Karamcharies of the MCD [of that particular ward] shall bring the swept material/silt after sweeping of road and cleaning of small drains [of size less than 4 feet depth as well as height] in wheel barrows/Tri-Cycle Rickshaw etc. The bidder shall ensure the availability of compactor/tipper trucks [in required number] at the designated place between 8.00 A.M. to 11.00 A.M. [365 days in a year] to collect the swept material/silt. From these designated places the swept material/silt shall be transported to the Narela-Bawana site; developed by the bidder.


1	Conditional tender offer shall be summarily rejected.
2	The offer shall be valid for a period of 180 calendar days from the date of opening of financial bids of RFP or from the date of negotiation which ever is later.
3	There will be a pre-bid meeting with the prospective bidders on Dec., 2008 at 1100 hours in the Office of Chief Engineer (DEMS), Municipal Corporation of Delhi to address the queries, in connection with the RFP document. It is essential that all queries by the bidders be submitted to the Municipal Corporation of Delhi at least three days before the date of meeting. The RFP may be suitably modified by Municipal Corporation of Delhi based on the minutes of the pre-bid meeting, at the discretion of the Commissioner MCD or his authorized representative. Offers complete in all respects in duplicate i.e. one "Original" and one in "Photostat Copy" shall be submitted in sealed envelope on or before Dec., 2008 up to 1700 hours, in the Executive Engineer VI (DEMS), MCD, Room No.10, Gate No.4, Ambedkar Stadium, Delhi Gate, Delhi - 110002, India.


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4	Technical as well as financial Offer placed in separate envelope and clearly super scribed as "Technical Bid" and "Financial Bid" should be submitted at the office of Executive Engineer VI (DEMS), MCD, , Room No.10, Gate No.4, Ambedkar Stadium, Delhi Gate, Delhi – 110002, India. Proposal Security of Rs. 1, 00, 00,000/- (Rs. One Crore only) in favour of Commissioner, MCD shall be paid as demand draft/pay order along with the offer. Technical bids are to be opened on the same day in presence of bidder(s)/their representative(s), whoever is present.
5	Performance bank guarantee [security] of Rs. 5.00 Crores shall be submitted in the form of bank guarantee by the successful bidder at the time of signing of contract with the Municipal Corporation of Delhi. The Performance bank guarantee [security] shall be valid for entire concession period. The concession period is of 20 years from the date of COD (Commercial Operations Date). Retention money of 2.5% will be deducted from the contractors running bills. The performance bank guarantee will be released to the contractor once the retention money value reaches the performance guarantee amount. If the bidder fails to commence the work, even after the expiry of the implementation period/signing of agreement, the performance bank guarantee [security] shall be forfeited by the MCD and work will be taken up at the risk and cost of concessionaire. Also, the infrastructure and equipments etc. developed/ purchased by the concessionaire for undertaking the work shall be taken over by the MCD from concessionaire, at no cost to MCD.
6	Technical specifications, eligibility criteria, terms and conditions and other details for submitting the tender offer are described in the RFP document. The Commissioner, Municipal Corporation of Delhi reserves the right to reject any or all offers in full or part thereof, without assigning any reason.
	EE (VI) DEMS Municipal Corporation of Delhi


Bt. Engineer (DEMS) II
Municipal Corporation of Delhi

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2. BIDDING PROCEDURE

Pre-Bid Meeting

- a) Pre-Bid meeting will be organised at the office of Chief Engineer (DEMS) at Arbedkar Stadium, Delhi Gate, to give clarification on the points mentioned in the document. Suggestions are welcome to strengthen the document for the work defined, but only the valuable suggestion(s) at the discretion of CE (DEMS) shall be considered for the improvement of the document.
- b) At this point of time MCD reserves right to incorporate additional points in the document or delete existing ones from the RFP, in addition to those discussed and MCD shall announce changes as addendum to the RFP, in the minutes of the pre-bid meeting without giving public advertisement again. The changes shall be binding on all the bidders irrespective of their presence in the pre-bid meeting. The minutes of the meeting shall be intimated to all prospective bidders in writing and also will be uploaded at MCD website (www.mcdonline.gov.in)
- c) The bidders shall give all details as desired in the **Appendix -6** and **Appendix -7** with all documents desired in the RFP, where nothing is stated it will be taken as 'NIL' or the information shall be treated as incomplete.
- d) If the desired information is not submitted along with RFP, the RFP will be treated as incomplete and the same be rejected without making any reference to the bidder.
- e) The bidder will nominate a person by giving him a power of attorney to authorise him/her to deal with the MCD, in respect of present proposal, on behalf of company/ consortium. The bidder shall provide original a copy of power of attorney to the MCD along with designation and his/her attested signatures.

A. General

2.1 Scope of Proposal

- 2.1.1 In terms of the Municipal Solid Waste (Management and Handling) Rules, 2000 (hereinafter referred to as "MSW Rules"), all municipal authorities are required to set up facilities for treatment and disposal of municipal solid waste ("MSW") in a scientific manner. As per MSW Rules only non-biodegradable material is allowed to be land filled, thereby making it imperative to the civic body to process the raw MSW prior to its disposal.
- In pursuance of the provisions of the MSW Rules, Municipal Corporation of Delhi (hereinafter referred to as "MCD") invites detailed proposals (hereinafter referred to as "Proposal") for Request for Proposal for Door to Door collection, Transfer, Transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis, on a long-term Build, Operate and Transfer (BOT) basis, for Municipal Solid Waste.
- 2.1.2 Developing a Door to Door collection of MSW from all generators/producers in the concession area, Transfer and Transportation facility, an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000 on a long-term Build, Operate and Transfer (BOT) basis at Narela Bawana Site (hereinafter referred to as the "Project").
- 2.1.3 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document ("Evaluation Criteria") in order to identify the successful Bidder for the Project ("Successful Bidder"). The Successful Bidder would then have to enter into a Concession Agreement with MCD and perform the obligations as stipulated therein, in respect of the Project.
- 2.1.4 Terms used in this RFP document, which have not been defined herein, shall have the meaning ascribed thereto in the Request for Qualification (RFQ) Document and/or the Draft Concession Agreement.

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2.2 Eligible Bidders

- 2.2.1 Applicants who have been qualified for the Project (referred to as "Bidders") are eligible to submit their Proposal in response to this RFP. Bidders shall acknowledge receipt of this RFP document and notify their intention to bid for the Project in the format provided as Appendix 1-A.

- 2.2.2 Bidders shall provide such evidence of their continued eligibility to the satisfaction of MCD, as MCD may require.

- 2.2.3 Bidders shall, as part of their Proposal, provide updated information in respect of any information submitted with the Application for Qualification, which has changed, and shall continue to meet the qualification criteria set out in the RFP document.

- 2.2.4 Each Bidder shall submit a Power of Attorney as per the format enclosed as Appendix 2 - A, authorising the signatory of the Proposal to commit the Bidder.

2.3 Financial and Technical Details

2.3.1 Change of Processing Technology:

There are all possibilities that during the passage of time the MSW characteristics may change. Therefore, the bidder may require change in the processing technology/method to treat the MSW in an efficient manner. For that the Bidder will be allowed the option of change(s) in technology on mutually acceptable terms, after a period of 10 years. However, the bidders shall submit his/her proposal for change in technology/method for approval of MCD, with all possibilities of revenue /carbon credit sharing. Only proven technologies would be considered for implementation, as the Corporation cannot take any chance, which may lead to failure of the project. This is clarified here, due to change in treatment process at a later date; no enhancement to the tipping fee shall be permissible/ paid by the MCD, to the bidder.

2.3.2 Tipping fee:

The garbage shall be weighed at the entry of the Integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility ("A") and if required shall be segregated again. The segregated garbage i.e. suitable for a particular processing; shall be shifted to the Composting unit (i/c leachate treatment facility), RDF (Refused Derived Fuel) or the Engineered Sanitary Landfill Facility. The garbage not suitable for any processing/treatment shall be shifted to the Engineered Sanitary Landfill Facility. Not more than 25% of the total garbage at the entry of the facility [location "A"] should be transferred/ sent to the Engineered Sanitary Landfill Facility.

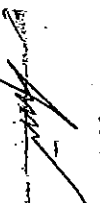
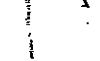
The garbage at the entry of Engineered Sanitary Landfill Facility shall be weighed again ("B"); this quantity.

This is made clear here that the bidder shall be paid for the quantity entering at the entry of integrated Municipal Solid Waste Processing Facility i.e. "A".

Incentive will be given in tipping fee if the percentage of waste going to SLF is less than the maximum allowed. Similarly penalty in tipping fee will be imposed if the percentage of waste going to SLF is more than the maximum allowed [i.e. 25% of the MSW at location "A"]. The MCD will not pay/reimburse any additional expenditure incurred by the bidder on land filling of quantity; more than 25% of the MSW at location "A".

- ? Incentive of 1% on the agreed tipping fee will be given for every less 1% of waste going to SLF i.e. < 25% of the MSW at location "A". (No extra incentive below 20%)
- ? Penalty of 5% in tipping fee will be imposed for every 1% more of waste going to Engineered SLF i.e. more than the 25% of the MSW at location "A". (in any case the MSW transferred to Engineered Land Fill site shall not be more than 30 % of MSW at location "A"). If the quantity transferred to Engineered Land

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Fill Site is more than 30% of the MSW at location "A", the MCD will initiate the process of terminating the concession agreement. In such an event the performance bank guarantee [security] shall be forfeited by the MCD and work will be taken up at the risk and cost of concessionaire. Also, the infrastructure and equipments etc. developed/ purchased by the concessionaire for undertaking the work shall be taken over by the MCD from concessionaire, at no cost to MCD.

- 2 Strict Monitoring is required at the entry gate of integrated facility as well as the Engineered Land Fill Site. MCD, concessionaire and Independent Consultant shall jointly monitor all entry gate(s) i.e. gate(s) before/at processing unit(s) and Engineered Land Fill Site.

All duties, taxes and other levies etc. shall be paid by the bidder. The bidders shall include all duties, taxes and other levies etc., in the tipping fee payable to the Contractor under this contract and the total bid price submitted by the bidder. The MCD shall evaluate the bids accordingly.

Sharing of Risks by MCD:

An Escrow account titled "MCD Escrow Account for Narela-Bawana Project" will be opened in a scheduled bank, in which MCD shall ensure that there remain on deposit, at all times an amount equal to three times of anticipated monthly tipping fee payable to the Concessionaire, through which MCD shall pay the tipping fee to the concessionaire. The tipping fee shall be paid to the concessionaire after ensuring compliance of performance criteria mentioned in the concession agreement by the concessionaire. MCD, Concessionaire and the Scheduled bank shall enter into an Escrow agreement that would govern the operation of "MCD Escrow Account for Narela-Bawana Project".

The revenues from Carbon credits from the operation of facilities would also accrue to the same Escrow account i.e. "MCD Escrow Account for Narela-Bawana Project" and will be shared between the Concessionaire and MCD, as per the concession agreement.

The 60% of the tipping fee payable to the concessionaire shall be released immediately by the MCD Engineer on receipt of bill from concessionaire; rest amount shall be released by the MCD Engineer to the concessionaire after ensuring compliance of performance criteria mentioned in the concession agreement by the concessionaire after getting it duly verified from the Independent Consultant.

Sharing of revenues with MCD:

The bidder will be responsible to plan and execute all steps in Clean Development Mechanism (CDM) development process (project structuring, documentation, registration, validation, verification and marketing). The bidder will share the Certified Emission Rate (CER) revenue as per the concession agreement and will share all CER accrual and sale related information with MCD. Bidder will retain 60% of the revenues from carbon credits and transfer 40% of the revenues to MCD.

The sale of CDM and CER shall be strictly through escrow account "Narela Bawana Site" and all revenue shall be deposited in the same, to have a transparency in all transaction(s). Bidder will be given 60% of the revenues from carbon credits and 40% of the revenues shall be retained by the MCD. This escrow account shall be monitored by the Independent Consultant.

Rohini Zone:

1. A piece of land between Railway Line & CRB Park, Mangolpuri Industrial Area Phase-1, New Delhi. [Measuring About 3.5 Acre].
2. Automobile Workshop of Rohini Zone.

Civil Line Zone:

1. A piece of land between Safai Karamchari Staff Quarters and Road No.51 [Over and side of covered nallah, subject to the condition that the bidder/ concessionaire at various time shall allow the MCD to de-silt the nallaha as well as shall ensure that there is no inconvenience to the road users] Jahangirpuri, New Delhi. [Measuring About 3.0 Acre].

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Ex. Engineer (DEWS)-I
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2. Automobile Workshop of Civil Line Zone.

Vasant Kunj, Dwarka-Pappankalan:

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The MCD is in short supply of land, However MCD will try to provide a piece of land to the concessionaire either in Vasant Kunj or Dwarka -Pappankalan area for parking of vehicle(s) purposes, if possible.

The concessionaire shall be allowed to use the existing electricity/water connection(s) in the Automobile Workshop(s) on payment of bills, as per actual.

This is to make clear that the space for setting up office, workshop and transfer station/parking site etc. shall be provided to the concessionaire on rent @ Re 1/- Acre, per annum. The land shall always be remaining property of MCD and be given to the concessionaire for the use [during concession period only] for the purposes defined in this document [only].

MCD has carried out the following activities for facilitating the project in a seamless manner:

- (i) Identification of suitable site
- (ii) Possession of the land by the MCD

The Bidder shall be responsible for obtaining all the necessary statutory or any other clearance(s) and permit(s) required for completion and operation of the project.

Consortium Rules

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

- ? Number of members in a consortium would be limited to four (4);
 - ? The Application should contain the information required for each member of the Consortium;
 - ? One of the Consortium members should have purchased the RFP document from MCD;
 - ? The Application should include a description of the roles and responsibilities of individual members;
 - ? An individual Applicant cannot at the same time be member of other Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project; an undertaking towards this end needs to be submitted by all members.
- In the case of a consortium, Lead Member, would need to be experienced in handling of MSW Waste as per MSW (M&H) Rules 2000 or equivalent and will present its Projects / assignments for Qualification Criteria evaluation. Besides the Lead Member, a maximum of three (3) other consortium members (such of these members referred to as associate Member(s)) could be presented by the Consortium for consideration of their projects/assignments.


The Lead Member would be required to:

Commit to hold a minimum equity stake equal to = 51% of equity capital in the Consortium/ in the Project at all times during the Concession Period.

Consortium

- 1 If, Two **Lead Member:** = 51% of equity capital in the Consortium in the Project at all times during the Concession Period.
Other Member: If his experience is used for qualification purposes, then he/she should hold minimum 26% of equity capital in the consortium for a minimum period of 5 years, after the Commercial Operation date (COD).
- 2 If, Three **Lead Member:** = 51% of equity capital in the Consortium in the Project at all times during the Concession Period.

Other Member: If his experience is used for qualification purposes, then he/she


Mr. P. S. Kumar (DENVST-IT)
Municipal Corporation of Delhi

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should hold minimum 15% of equity capital in the consortium for a minimum period of 5 years, after the Commercial Operation date (COD).

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- 3 If, Four **Lead Member** = 51% of equity capital in the Consortium in the Project at all times during the Concession Period.

Other Member: If his experience is used for qualification purposes, then he/she should hold minimum 10% of equity capital in the consortium for a minimum period of 5 years, after the Commercial Operation date (COD).

All member(s) of the Consortium shall enter into a Memorandum of Understanding (MoU) in respect of their partnership/equity sharing in the project, as per the requirement of this document and get it registered in Delhi Court and shall submit an original copy of the MoU to the MCD at the time of signing of agreement.

Notarised original copy of the MoU of the said partnership/equity sharing between all member(s) of consortium shall be furnished by the bidder to the MCD, at the time of submission of RFP documents.

The MoU should, inter alia:

- a. Convey the intention of the consortium member(s) for entering into a long term legally binding MoU for implementation of this project, as per the terms and conditions of this document.
- b. MoU should Clearly convey the role and responsibilities of each member of the Consortium;
- c. MoU should clearly convey about the percentage equity participation of each consortium member(s) in the project. The equity participation shall be in real term(s) i.e. the equity must be invested in the infrastructure development, cost of equipments, cost of manpower and maintenance of various infrastructure/equipment etc..
- d. MoU should clearly convey that a copy of the balance sheet of each member of the consortium shall be filed in the MCD at the end of each financial year, to show the equity participation in real term(s) i.e. the equity must be invested in the infrastructure development, cost of equipments, cost of manpower and maintenance of various infrastructure/equipment etc..
- e. MoU should clearly convey its intent, in forming a special purpose vehicle (SPV) for execution of this project. The now formed SPV would enter into Concession Agreement with MCD and subsequently carryout all the responsibilities of the Successful Bidder, in case the Project is awarded to the Consortium, and
- f. MoU should clearly convey that each of members of the Consortium shall be liable jointly to each activity in the project for the implementation of the Project, in accordance with the terms of the Agreement.

Change in Consortium composition

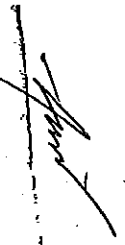
Any change in the composition of a Consortium may be permitted by MCD before submission of the RFP only; however, the change in lead member shall not be permitted in any case, where:

- ? the modified Consortium would continue to meet the Qualification criteria for Applicants;
- ? the new member(s) expressly adopt(s) the Application already made on behalf of the consortium as if it were a party to it, originally [at RfQ stage]; and
- ? Interchange of members between the consortiums will not be allowed even prior to submission of RFP. Only those member(s) who are not part of any consortium bidding to this project, can be added up to RFP stage.

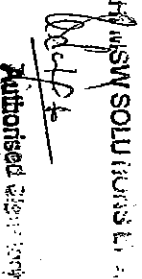
Approval to the change in the composition of a Consortium shall be at the sole discretion of MCD which should be approved and communicated by MCD, in writing.

The modified Consortium would be required to submit a revised Memorandum of Understanding (MoU), as described above.

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Submission of Bid:

a) Number of Proposals

Each Bidder shall submit only one (1) Proposal.

In case, a firm/company is a part of more than one consortium; [bidding for this project then the RFP of all the bidders/consortium to whom he is a member, shall be disqualified.

Bidders are requested to sign all pages of the RFP documents [which will be made part of the concession agreement]. If any bidder(s) fails to sign any page of the RFP documents, then the particular page(s) which has/have not been signed by the bidder, will not be considered for scrutiny.

The RFP and Agreement document prepared by the department shall be binding on all bidders. If any bidder has disagreement with any clause of the RFP and Agreement document, then he may brought it in the notice of the CE (DEMS) during the pre-bid meeting but only the valuable suggestion(s) at the discretion of CE (DEMS) shall be considered for the improvement of the document. The bidder at its own level can not made/suggest any alteration to the RFP and Agreement document. If at any stage it is found that the bidder has made alteration(s) to the RFP and Agreement document, without written approval of MCD, then his/her bid shall summarily be rejected.

b) Proposal Preparation Cost

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

c) Language and Currency

The Proposal and all related correspondence and documents shall be written in the English language, only. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English language. Supporting materials that are not translated into English may not be considered for scrutiny purposes. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall only prevail.

The currency for the purpose of procuring the RFP and Agreement documents from MCD, any other cost associated with this project and receiving tipping fee from MCD; shall only be in Indian Rupee (INR).

d) Proposal Security: Rs. 1, 00, 00,000/- [Rs. One Crore] can be paid as demand draft/pay order payable at Delhi in the name of Commissioner, Municipal Corporation Delhi.

The **Proposal Security** of every unsuccessful Bidder would be returned within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The Proposal Security submitted by the Successful Bidder would be released upon furnishing of the Performance Security in the form and manner stipulated in this Agreement.


The **Proposal Security** shall be forfeited in the following cases:

- a. If the Bidder modifies/ withdraws its Proposal, without prior approval/intimation to MCD;
- b. If the Bidder withdraws its Proposal during the period between the Proposal submission Date and prior to expiry of Proposal Validity Date;
- c. If the Successful Bidder fails to provide the Performance Security at the time of signing of agreement with MCD or any extension thereof provided by MCD; and
- d. If any information or document(s) furnished by the Bidder turns out to be a misleading or untrue; in any respect.

e) Modification and Withdrawal of Proposals

The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by MCD before the Proposal Submission Date.

No Proposal shall be modified or withdrawn by the Bidder after the Proposal Submission Date.
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If the MCD permits any alteration in RfP and Agreement documents after pre-bid meeting, the bidder(s) shall seal the altered portion in a separate sealed cover [additional], marked as "MODIFICATION" or "WITHDRAWAL" and also "PART I SUBMISSION" or "PART II SUBMISSION" as appropriate, prior to its submission to the MCD.

f) Sealing and Marking of Proposals

The Bidder shall seal the Part I and Part II of the Proposal in separate envelopes, duly marking the envelopes as "PART I SUBMISSION" and "PART II SUBMISSION". The "PART I SUBMISSION" envelope and "PART II SUBMISSION" envelope should then be placed in a single outer envelope and sealed.

The original and the duplicate of the Proposal shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and as "DUPLICATE".

The original and the duplicate of the Proposal should then be sealed in one common envelope.

All the envelopes shall indicate the Name and Address of the Bidder (of the Lead Member in case of a Consortium).

All the envelopes shall clearly bear the following identification:

"Proposal for Door to Door collection, Transfer, Transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis; for Municipal Solid Waste."

All the envelopes shall be addressed to:

ATTN. OF : Executive Engineer (V/I), D.E.M.S.

Address : Municipal Corporation of Delhi

Room No. - 10, Gate No. - 4

Ambedkar Stadium, Delhi Gate

Delhi - 110002, India

Phone : 91-11-23701299

Fax : 91-11-23724301

g) Late Proposals

Any Proposal received by MCD after the Proposal Submission Date will be summarily rejected.


Tests of Responsiveness


Prior to evaluation of Proposals, MCD will determine whether Proposal submitted by bidder is responsive to the requirements of the RfP. A Proposal shall be considered responsive, if:

- (a) it is received before 1500 Hrs (IST) on the Proposal Submission Date
- (b) it is signed, sealed, and marked as stipulated above.
- (c) it contains the information and documents as requested in the RfP
- (d) it contains information in the form and formats specified in the RfP
- (e) it mentions the validity period of proposal, as set out in this RfP.
- (f) it provides the information(s) in reasonable detail ("Reasonable Detail" means that the information(s) contained in the proposal are self contained).
- (g) there are no inconsistencies between the Proposal and the supporting documents.

A Proposal submitted by the bidder(s) shall be considered responsive, if it contains the required information(s) as given above; without material deviation or reservation. A material deviation or reservation is one which,

- (a) affects the scope of work, or performance parameters of the Project, or


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Municipal Corporation of India

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(b) affects the mandatory/obligatory functions of the Corporation or the bidder, mentioned in the RfP document or Concession Agreement.

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MCD reserves the right to reject any Proposal which in its opinion is non-responsive; in respect of such proposals, no request for its modification or withdrawal shall be entertained by MCD.

h) Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders would not be disclosed to any bidder(s)/person who are officially not concerned with the evaluation process. MCD would treat all information submitted as part of the Proposal in confidence and will ensure that all who have access to such material treat it in confidence. MCD would not divulge any such information unless ordered to do so by any Government authority that has the power under law to require its disclosure.

i) Clarifications

The Commissioner Reserves right of obtaining any clarification on the details given in the RfP documents from the bidder, additional details [information, drawings, presentation, video films of vehicles, equipment, systems and performance of services] to understand the proposal in a better way and will help MCD in evaluation of the tender. Failure to provide such information in stipulated time may result in disqualification of the bidder. No material change in the substance of the Proposal would be permitted by way of such clarification/substantiation.

j) Consultant(s) or Advisor(s)

To assist in the examination, evaluation, and comparison of Proposals, MCD on their discretion, may utilise the services of consultant(s) or advisor(s).

Technical Bid [Part I]

Financial Bid [Part II]

The bidder(s) shall submit their proposal as Part I and Part II; placed in the separate sealed cover [marked as "Original" and "Duplicate"] addressed to EE (VI) DEMS; at the time of submission of RfP.

Evaluation: Technical Bid [Part I]: Stage I

- i. The Part I Submission and Part II Submission would be evaluated on the basis of the evaluation criteria set out in this document.
- ii. The Proposal i.e. Technical Bid would first be checked for responsiveness with the requirements of the RfP.
- iii. In case the Proposal is found responsive, the Technical Proposal of the bidder would be evaluated for adequacy of design and operation(s). In case the Technical Proposal is found to be inadequate, MCD may request the Bidder for its modifications.
- iv. During the evaluation of proposal, MCD reserves the rights to receive clarification(s) from the bidder(s). The bidder(s) are required to modify/submit clarification(s) as requested by the MCD in the time frame as communicated to the bidder(s) by the MCD.
- v. The Part II Submission: Financial Bid of a bidder shall only be opened, in case the technical bid of a bidder is responsive as described above. MCD reserves the right to reject the Proposal of a Bidder without opening the Part II Submission.

Evaluation: Financial Bid [Part II]: Stage II

- vi. Financial Bid [Part II] of the bidder(s) shall be evaluated, who passes the Stage I Evaluation.

The bidder who score more than 70 marks in stage I, shall be declared technically qualified and be eligible for evaluation under stage II.

k) Declaration of Successful Bidder

Upon acceptance of the Proposal of the Preferred Bidder, MCD shall declare the Preferred Bidder as the Successful Bidder.

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l) Notifications

MCD will notify the Successful Bidder by issuing a Letter of Acceptance (LoA) that his/her Proposal has been accepted.

m) MCD's Right to Accept or Reject Proposal

- i) MCD reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Concession, without liability or any obligation for such acceptance, rejection or annulment.
- ii) MCD reserves the right to invite revised Proposals from selected Bidders [after RfQ stage] with or without amendment of the RfP at any stage, without liability or any obligation for such invitation and without assigning any reason.
- iii) MCD reserves the right to reject any Proposal at any time, if:
 - a) MCD found that the bidder has submitted false documents/statements to get him/her qualified at qualification stage, in respect of financial capabilities or experience etc.
 - b) MCD found that the bidder has made a material misrepresentation at any stage in the bidding process i.e. RfQ and RfP etc.; or
 - c) the Bidder does not respond promptly and thoroughly to requests for supplementary information(s) required for the evaluation of the Proposal.

In view of above clauses i.e. iii) a), b), & c), the bidder shall be declared as defaulter. If the Bidder is a Consortium, then the entire Consortium would be declared as defaulter.

- (i) If case of such default occurred after getting qualified bidder declared as successful bidder [LOI issued but before signing of agreement], then MCD reserves the right to:
 - ? the bid security of the disqualified bidder shall be forfeited absolutely, by the MCD, as per procedure laid down in the CPWD Manual.

- (ii) If case of such default occurred after signing of the agreement by the successful bidder with MCD; then MCD reserves the right to:

- a) To undertake the work at the risk and cost of the defaulting bidder, as per procedure laid down in the CPWD Manual.
- b) take any such measure as may be deemed fit in the sole discretion of MCD, including annulment of the bidding process.

n) Acknowledgement of Letter of Acceptance (LoA) and Execution of Concession Agreement

Within two (2) weeks from the date of issue of the LoA, the Successful Bidder shall acknowledge the LoA and send a copy of acknowledgement to MCD. The Successful Bidder shall execute the Concession Agreement, and simultaneously pay the Performance security¹, within four (4) weeks of the issue of LoA or within such time as decided by the MCD.

MCD will promptly notify to other Bidder(s) that his/her Proposal has not been accepted by the MCD and their Proposal Security will be returned as promptly as possible and in any case not later than eight (8) weeks from the date of announcement of the Successful Bidder.

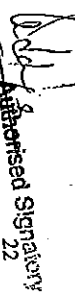
o) Performance Security:

¹ Performance security would be equal to Rs. 5,00,00,000/- (Rs. Five Crore only) in the form of a Pay Order/ Demand Draft in favour of Commissioner, Municipal Corporation of Delhi, payable to **DELHI MSN SOLUTIONS LT.**

For DELHI MSN SOLUTIONS LT.



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Municipal Corporation of Delhi


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The successful Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee issued by a scheduled bank in India, valid for entire concession period, in favour of MCD, as required under the Concession Agreement.

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Failure of the Successful Bidder to comply with the requirements of this RfP shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Proposal Security. In such an event, MCD reserves the right to:

- ? To undertake the work at the risk and cost of the defaulting bidder, as per procedure laid down in the CPWD Manual.
- ? take any such measure as may be deemed fit in the sole discretion of MCD, including annulment of the bidding process.

p) Salient Features of Concession Agreement

The bidder is advised to read/understand the RfP and Agreement document(s) in minute details, however, some of the salient features of concession agreement are as follows:

- (a) The MCD shall not supply any kind of material or equipment or manpower to the bidder, required for successful implementation of the project.
- (b) The Concession Period for the Project would be from the date of signing the Concession Agreement and ends with the expiry of the Post Closure Period. During Concession Period the Concessionaire is required to design, finance, construct, operate and maintain the Project Facilities in accordance to the terms of the Concession Agreement.
- (c) MCD shall, within 15 days from the signing of agreement shall handover vacant and peaceful physical possession of the site free from encumbrance, for the purpose of the Project; to the Concessionaire on as-is-where-is basis.
- (d) MCD shall appoint an Independent Consultant who would independently review, monitor the project and assist to the MCD to get compliance of the respective obligations of the agreement from the bidder/concessionaire. All the fees, costs, charges and expenses payable to the Independent Consultant shall be borne equally [50:50] by MCD and the Concessionaire.
- (e) The Concessionaire shall deliver to MCD, a Performance Security for due and punctual performance of its obligations, in the form of a bank guarantee for a sum of Rs. 5,00,00,000 (Rupees Five Crores Only) in the form of a Pay Order/ Demand Draft payable at Delhi, in favour of Commissioner, Municipal Corporation of Delhi; valid for entire concession period.
- (f) The design, engineering, construction, operation and maintenance of the Project Facilities should conform to the specifications set out in Construction Requirements and O&M Requirements.
- (g) The Concessionaire shall obtain and maintain all Applicable Permits in such sequence as necessary for implementing the project.
- (h) The Concessionaire shall carry out Processing of the Municipal Solid Waste and landfill the Residual Inert Matter, in compliance to MSW (M&H) Rules 2000.
- (i) The security @ 2.5 % of the bill amount shall be deducted from the bills of the bidder.

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(l) Protection in respect of Force Majeure Events, would be available as per the terms of the Concession Agreement.

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- (k) The Concessionaire at the end of concession period shall hand back vacant and peaceful possession of the Waste Processing Facility [ies], Land fill site and the movable or immovable assets generated during the project, for its successful completion; free of cost and in good operable condition to MCD.
- (k) The bidder shall only be compensated for the increase in price of diesel and labour, only; as described in the price escalation clause.
- l) All rates i.e. tipping fee shall be inclusive of all duties and taxes such as Octroi, Customs, Excise, Entry/ VAT, S.T. / G.S.T., Retail S.T. and C.S.T etc. Also, the bidder shall submit a copy of the receipt in respect of taxes paid by him/her to concerned authorities.
- m) The Bidders shall have to make their own arrangement to secure import license, if required by them.
- n) The Bidders shall intimate Sales Tax/VAT Registration No., PAN etc. to the MCD.
- o) The Bidder shall make his/her own arrangement to secure loans if required, MCD shall neither give any assistance to him/her, nor stand surety on his/her behalf.
- p) The offer shall be valid for 180 days after the opening of financial bids/negotiation date, which ever is later. MUNICIPAL CORPORATION OF DELHI is free to ask for extension which shall be accepted by the bidder without any changes in terms and conditions. On non acceptance, offer shall not be considered.

Name of The Bidder (Firm/ Company)

Type of Firm / Company :

Address / Tel NO. /Fax No. / E-mail if any

Names of Partners or Directors

Name Occupation Age

Date and Signature of the Authorized Signatory Seal of the Company

Dr. Engineer (DELHI)
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS LTD.
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3.0 EVALUATION METHODOLOGY

Proposal Evaluation: Technical Bid

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The Technical Bid would first be checked for responsiveness as per the requirement of this RFP.

- 3.1.1 In case the Proposal is found to be responsive, the Technical Proposal would be evaluated for adequacy of design and operations.

For this purpose, the Technical Proposal would be scored on the basis of rating of various parameters shown in the following table:


3.1.2. Evaluation Criteria

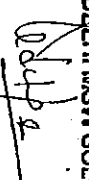
The Proposals submitted in response to this RFP, and any selection of a Proposal, shall be based primarily upon the Technical soundness of the overall design, the first capital cost of the designed and constructed facility, the offered user fee (based on realistic operations and maintenance expenses of the system, and qualifications of the Proposer relevant to design, construction and operation of Municipal Solid Waste processing facilities.

Note:

1. The bidder shall submit a suitable methodology (along with technical proposal) disclosing the technologies to be adopted by him/her for processing/disposal of MSW under this project like composting, RDF and Engineered Land Fill etc.
2. It is mandatory for the bidder to submit a soft copy of the technical proposal, without which RFP submission will be considered incomplete.
3. The bidder should also submit a presentation covering the summary of technical proposal.
4. Only the bidder who score "Aggregate Total" = 70 shall be declared technically qualified.
- 3.1.3 The marks awarded to a particular firm/consortium by the evaluation committee [as approved by the MCD] or Consultant(s) or Advisor(s) of MCD, would be final and binding on the Bidder(s).
- 3.1.4 The bidder is required to score benchmark Score for Part I [Technical Bid] evaluation, which is 70. Only Proposal(s) that have achieved the Benchmark Score on the Part I evaluation will be taken forward to Part II evaluation.
- 3.1.5 In case the Technical Proposal is found to be ambiguous/ inadequate, MCD may request to the Bidder to provide necessary clarification(s). The bidder(s) would require submitting clarification(s) to the MCD within the time limit, as stipulated by the MCD.
- 3.1.6 MCD reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.

Parameter	Max. Marks	Marks Obtained [by a bidder]
Present Technical Proposal	100	


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Appendix and Reference in Proposal			
Description of Evaluation Parameter	Max. Marks	Subcomponents	Appendix and Reference in Proposal
(A) Methodology Statement	20	The methodology statement shall include the Bidder's approach towards the Project. The bidder shall sequence various activities to be performed i/c the processing and landfill site to be provided. Design standards and basis for calculations of the size of Processing and Land fill site etc. for successful implementation of the project shall also be provided.	
(i) Appreciation of Project	3+1+1	(i) Sound appreciation of tasks that are critical for successful implementation of project and robust methodology to perform them to meet the performance standards. Additionally, (ii) efficient scheme for upgrading collection, transportation and treatment capacities to meet the increase in MSW receipt to the site and (iii) implementation of technological options for maximizing door to door collection efficiency and restricting the landfill capacity utilization to the stated capacities will be of critical importance.	
(ii) Sequencing of activities to be performed		(i) Adequate sequencing of activities for timely construction of project components during first, second and third phase. (ii) Plan to prepare and execute monsoon operations and to manage increasing waste loads at the site during third phase of operation will be evaluated for operation phase sequencing.	
A. During Construction	1.5	Mechanisation in operations commensurate [especially in door to door collection] to international standards and for other similar operations.	
B. During Operations	1.5	Demonstrate use of materials and construction methods with low or negative environmental impacts.	
(iii) Extent of Mechanization in Waste Collection and Processing	2	Demonstrate compliance of performance standards by citation of similar successful operations by the bidder or by a third party [other than bidder] [submit required certificates]	
(iv) Use of environmentally friendly materials in construction	2		
(v) Potential Compliance with Performance Standards			
A. Collection and Transportation	1		
B. Waste Processing	1		
C. Land Filling	1		
(vi) Site layout allocation	1	Site layout plan from the point of view of energy efficiency, lower use of materials, better compliance with environmental norms and peoples expectations and effective use of land area.	
(vii) Efficient Landfill Space Provisioning and Use	1+1	(i) The bidder shall submit his/her plan for utmost utilisation of the land fill area and (ii) also the suggested method & technologies to reduce the quantity of inert to a minimum level require land filling.	
(ix) Slope stability analysis	2	The bidder shall suggest the method and technology to achieve the stable slopes during land filling and submit slope stability analysis providing sufficient technical details to cross check the assumptions and results.	

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Description of Evaluation Parameter	Max. Marks	Subcomponents	Appendix and Reference in Proposal
(B) Process Flowchart & Material Balance	30	The Bidder shall provide a process flow chart and a material balance statement setting out the activities and the outputs at each stage.	
(i) Process Description and Flow Chart			
A. Collection and Transportation	1+1	(i) Purchase and maintenance of various kind of vehicles etc. (ii) Door-to-Door collection of garbage, Environment friendly transportation of garbage to the processing units	9,12
		The bidder shall clearly spell out whether he/she will produce RDF or compost during the processing of MSW? If yes then how it will be used? Means whether it will be sold out to other users or the bidder proposes to set up an electricity generation plant	15,16,17
B. Processing	1+1+1+1+1+1 1	Robust and adequate unit operations and processes for (i) receiving and inspecting incoming waste (ii) segregation and management of recyclables (iii) treatment process and (iv) management of process products (v) management of process residues and (vi) augmentation of treatment capacities enhancement. Under each item adequate description and justification should be provided to establish effectiveness of the proposed method/technology for the intended purpose.	
C. Land Filling	1+2+2+1	The bidder shall clearly spell out that What/ which technology he/she shall use for setting up an Engineered Land Fill Site under this project. adequate justification for (i) selection of foot print area and phasing of construction of landfill, (ii) design of bottom liner and leachate collection system, (iii) design of landfill cover and sequencing of its laying and (iv) landfill gas collection and management system	
D. Leachate Treatment	2	adequate leachate treatment system to manage the estimated quantity of leachate over the design life to the stipulated water quality standards	

(ii) Material balance statement		Material balance is supported with appropriate waste characterization and process operations (i) separation, collection and transportation (ii) treatment efficiencies in line with operational experience of similar plants/operations undertaken by the bidder or a third party.	
A. Collection and Transportation	2		
B. Processing	1+1		
C. Land Filling	1		
(iii) Energy Balance MSW processing	2	correct estimate of power and fuel requirement to operate the plant based on the equipments capacity	

[Signature]
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(iv) Water Balance for land filling	1+1+1	Appropriate calculations of (i) leachate generation, (ii) design of leachate collection and (iii) surface runoff arrangements.	
(v) Quantitative assessment of CDM benefits (CO ₂ equivalent)	2+2	correct use of carbon calculations for (i) waste processing and (ii) land filling operations	

Description of Evaluation Parameter	Max. Marks	Subcomponents	Appendix and Reference in Proposal
(C) Resource Utilization Statement	10	A statement explaining the procurement, deployment and utilisation of various resources shall be provided by the bidder. The statement shall include proposed organisational structure, number of employee(s) to be engaged/ deployed in/ for particular activity of the work, procurement of equipment(s) and their utilisation, proposal(s) for subcontracting the work [subject to approval of MCD], utilisation of office and other facilities etc. [Please provide the name and CV of the key person(s) and also details of key machinery [ies] i.e. Model etc]	19,20
(i) Organization structure	1	clear demarcation of responsibility	
(ii) Name, qualification, experience of key technical personnel	2+2	high skill level of project management and design personnel for (i) Collection, Transportation (ii) processing and (iii) land filling	
(iii) Employee deployment	1+1	adequate deployment of key personnel for (i) Collection, Transportation (ii) processing and (iii) land filling	
(iv) Equipment procurement & utilization	0.5+0.5	adequate provision of suitable equipments for the intended purpose for (i) Collection, Transportation (ii) processing and (iii) land filling	
(v) Sub-contracting activities	2	Adequate ownership by the bidder for project design and control during execution and operation.	


(D) Operation & Maintenance Scheme	10	The Bidder shall separately set out the operations and maintenance scheme for purchase and maintenance of various kinds of vehicle(s); Processing and Land filling activities indicating the operational practices during the Active Operations Period and Post Closure Period. The bidder shall clearly work out the plan for routine repair, periodical repair and emergent repair(s) of various equipment(s) and infrastructure etc. spread over the entire Concession Period.	11,14
(i) O&M scheme for Collection, transportation and processing MSW		Adequate planning, scheduling and provision for corrective measures for each item listed. The proposal should Provide adequate description to facilitate a clear understanding of proposed provisions and justification for their adequacy.	
A. Weighment and Receipt Control	1		

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B. Provision for Rag pickers Operations	1	
C. Operations at composting RDF platform	1	
D. Storage and handling of compost, RDF	1	
(ii) Land filling Operations		
A. Equipment maintenance and replacement	1	
B. Provision for daily cover, final cover, intermediate cover	1	
C. Effective monsoon operations	1	
D. Maintenance of leachate collection and treatment	1	
(iii) Regular & emergency maintenance schedules	2	

Description of Evaluation Parameter	Max. Marks	Subcomponents	Appendix and Reference in Proposal
(E) Quality Assurance & Quality Control Procedure	15	Adoption of QA/QC procedures in adequate details and quality to ensure that none of the critical elements necessary for adequate performance of the processing plant or landfill is omitted. The bidder needs to provide sufficient details for all critical operations under each category.	
(i) Procedures for Construction of Processing Plant	1+2+1	The relevant elements for evaluation will be (i) Construction and commissioning of infrastructure for receiving incoming waste (ii) Civil construction for processing units and (iii) Installation of mechanical units for processing units including the units for segregation of waste.	
(ii) Procedures for Procurement of Equipments	2+2	Under this category QA/QC aspects will be evaluation for (i) Procurement of collection, transportation equipments and (ii) Procurement of processing and landfill equipment	
(iii) Procedures for Construction of Landfill	1+1+1+1+1	(i) Laying of bottom liner and sub layers (ii) Leachate collection and treatment system, (iii) Installation of landfill gas collection system, (iv) Formation of daily cells and intermediate cover and (v) Laying of final cover	
(iv) Procedures for leachate management	1+1	(i) Civil works (ii) Mechanical works	


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(F) Project Schedule	5	The Bidder shall work out the PERT {Programme Evaluation and Review Technique} chart for all activities like; purchase of various type of vehicle(s), door to door collection and transportation of MSW from source, setting up the processing facilities like compost plant, RDF etc. and setting up Engineered Sanitary Land Fill Site; including the Construction Activities, O&M Activities, Land filling, and laying of the final cover etc..	
(i) Construction period activities	2.5	Consistency of men and machinery deployment to undertake the works in given time, adequate inclusion of all major activities during construction. During operation, it will require sufficient and appropriate deployment of men and machinery and adequate plan for maintenance without affecting process output while meeting the performance standards.	
(ii) Land filling	1		
(iii) O&M activities (plant operations)	1		
(iv) Laying of Final Cover	0.5		

(G) Environment, Health & Safety Policy & Practice	10	The Bidder shall indicate the environment, health and safety policy and practices, which are proposed to be adopted for successful implementation of the project, during entire Concession Period in respect of employee(s)/worker(s). The bidder shall also clearly spell out the control mechanisms for litter, pest, odour, fire, surface runoffs etc.	
(a) Policy and measures for Employees' & Worker's Safety	4	Technically appropriate and quantitatively sufficient measures for each of the items	
(b) Control mechanism of Hygiene of litter	1		
(c) Pest Control	1		
(d) Odour Control	1		
(e) Fire Control	1		
(f) Surface run-off control	2		
Total	100		

NOTE:

- (A) The bidder must provide reference to the sections in the proposal that contain the relevant information to be referred to evaluate a sub-element. Failure to so may lead to loss of marks for the sub-element.
- (B) Evaluation of each sub-element will be done on "zero-one" basis. For satisfactory provision under sub-element, full marks will be awarded. Otherwise the score for the sub-element will be zero. The score for a sub-element will be multiplication of "marks for sub-element" and "weight for sub-element". The "Aggregate Score" will be the summation of scores for sub-elements.
- (C) If the information/explanation/approach provided for a sub-element is satisfactory the bidder will be given full marks otherwise will be given nil marks for that sub-element.

CONTENTS OF PROPOSAL**Part I Submission [Technical Bid]**

The Part I Submission of the Technical Proposal shall consist of:

- i. Covering Letter-cum-Project Undertaking as per Appendix 1-B
- ii. Power of Attorney as per Appendix 2-A, authorising the signatory of the Proposal to commit the Bidder

For DELHI MSW SOLUTIONS LTD.

Mr. Engineer (DIRECTOR)
Municipal Corporation of Delhi

Authorised Signatory

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- iii. Power of Attorney as per Appendix 2-B, wherever required
- iv. Memorandum of Understanding (MoU), wherever required
- v. Anti-Collusion Certificate as per Appendix 3
- vi. Proposal Security as per Appendix 4
- vii. Letter of Undertaking for adherence to technical specifications as per Appendix 5
- viii. Technical Proposal as per the format set out in Appendix 6

Space requirement for various activities:

Facility	Space required
1. In the Field:	
Parking/Workshop Space [one in each zone]	
Space for store/ offices/control room etc.	
2. At the Processing & Land Fill Site:	
Office(s)/Weigh Bridge etc.	
Segregation Facility	
Composting Facility	
RDF Facility	
Engineered Land Fill Facility	

Note: The bidder is advised to carry out the extensive survey of the proposed concession area on its own; to get him/her self familiarise with all sort(s) of prevailing conditions, before filling the details.

4.1 Part II Submission [Financial Bid]

The Part II Submission shall consist of the Financial Proposal as per the format set out in Appendix 7.

Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS LT
Authorized Signatory

5. RFP TIME SCHEDULE

MCD would endeavour to adhere to the following schedule:

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Date	Event
To	Date of Issuing of RFP documents
To + 15 days	Last date for sending queries/clarifications
To + 20 days	Date of Pre Bid Conference
To + 35 days	Last date for Submission of Responses to RFP
To + 40 days	Opening of RFP responses
To + 65 days	Short listing of Successful Bidder and issue of LOI

FIRST PHASE: Operations for door to door Collection and Transportation of MSW, in the concession area i.e. at least five ward from both the zones, should start from 91st day of signing of Concession Agreement and in complete concession area, within in 180th day of signing of the Agreement.

SECOND PHASE: The concessionaire shall complete all infrastructure work required for successful implementation of the project and shall start receiving the MSW at Processing and Land Fill Site, within in Eighteen Months.

THIRD PHASE: The concessionaire shall start receiving the MSW at Processing and Land Fill Site, from first day of Nineteenth Months and onwards.

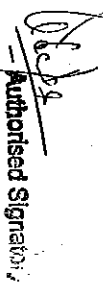
MCD is also desirous of making Delhi a 'Dhalao/dust bin-free' city. The concessionaire shall ensure that at least 25% Dust Bin/Dhalao and at least 50% Dust Bin/Dhalao [of the existing in concession area] is removed from the concession area, with in 12 months and 24 months of signing of agreement, respectively. Remaining 50% Dust Bin/Dhalao shall be removed by the concessionaire with in the time period, as decided by the MCD. The bidder in his/her proposal shall clearly indicate the detailed methodology [as indicated in the technical evaluation criteria] to achieve these targets.

It will be bidder responsibility to obtain all required permit(s)/permission(s)/clearances, for starting/undertaking the project work at Narela Bawana Site [including infrastructure work].

For DELHI MSW SOLUTIONS LTD.



Authorised Signatory


Authorised Signatory

**FORMAT FOR ACKNOWLEDGEMENT OF RECEIPT OF RFP DOCUMENT
AND
NOTICE OF INTENT TO SUBMIT PROPOSAL**

Executive Engineer (VI), D.E.M.S.
Municipal Corporation of Delhi
Room No. 10, Gate No. - 4
Ambedkar Stadium, Delhi Gate
Delhi - 110002, India

Dear Sir,

Subject: Public Private Partnership Project in collection, transportation, treatment and disposal of Municipal Solid Waste in Select MCD Zone.

[Proposal for Door to Door collection, Transfer, Transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis, for Municipal Solid Waste].

I, the undersigned hereby acknowledges and confirms receipt of the Request for Proposal (RFP) document for the project from the Municipal Corporation of Delhi (MCD) and conveys my intention to submit Proposal for Door to Door collection, Transfer, Transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis, for Municipal Solid Waste.


.....
Signature of the Authorised Person


.....
Name and designation of the Authorised Person

Date :

Note:

1. On the Letterhead of the Bidder or Lead Member of Consortium.
2. To be signed by the Lead Member in case of a Consortium.
3. The acknowledgement should be sent within two weeks of receipt of the RFP Document


Bx. Engineer (DEMS)M
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS LTD.

Authorised Signatory

FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING

Executive Engineer (VI), D.E.M.S.
Municipal Corporation of Delhi
Room No. 10, Gate No. - 4
Ambedkar Stadium, Delhi Gate
Delhi - 110002, India

Subject: Public Private Partnership Project in collection, transportation, treatment and disposal of Municipal Solid Waste in Select MCD Zone.

[Proposal for Door to Door collection, Transfer, Transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis; for Municipal Solid Waste].

Dear Sir,

Being duly authorized to represent and act on behalf of..... (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the information provided in the Request for Proposal (RfP) document provided to us by MCD, in respect of the Project, the undersigned hereby submits the Proposal in response to the RfP, For your evaluation.

I/We are enclosing our Proposal in one (1) original and one (1) copy, along with details/certificates as per the requirements of the RfP.

We confirm that our Proposal is valid for a period of 180 days from the date of opening of financial bid/negotiation.

We also hereby agree and undertake as under:

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

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

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

..... (Date)

Note:

1. On the Letterhead of the Bidder or Lead Member of Consortium
2. To be signed by the Lead Member in case of a Consortium.

Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

FOR DELHI MSW SOLUTIONS LTD

Authorized Signatory

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**[One person to be nominated by each member of the consortium]****(On Non-Judicial Stamp Paper of Rs. 100/-)****POWER OF ATTORNEY**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr /Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to, for "Proposal for Public Private Partnership Project in collection, transportation, treatment and disposal of Municipal Solid Waste in Select MCD Zone" ("the Project"), for Municipal Corporation of Delhi (hereinafter referred to as MCD), including signing and submission of all documents and providing information/responses to MCD in all matters in connection with our Proposal for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the ____ Day of ____ 2008

To be signed by all Director(s)/ Proprietors of the firm/member

Accepted

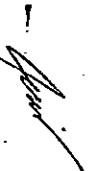
_____(Signature)

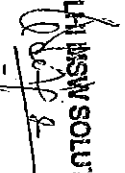
_____(Name, Title and Address of the Attorney)

Date :

Note:

1. In case of Bidders who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorised officer of the Embassy of India and duly stamped by the Department of Stamps & Registration, Government of NCT Delhi.
2. 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.
3. Also, 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.
4. In case an authorised Director of the Applicant signs the Application, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.


 En. Engineer (DEMS)-II
 Municipal Corporation of Delhi

FOR DELHI MSW SOLUTIONS LTD.

 Authorised Signatory

FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING LEAD MEMBER OF CONSORTIUM

(On a Stamp Paper of relevant value)
POWER OF ATTORNEY

Whereas, Municipal Corporation of Delhi ("MCD") has invited proposals from qualified Applicants for Door to Door collection, Transfer, Transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis; for Municipal Solid Waste, (herein after referred to as "the Project").

Whereas, the Consortium being one of the qualified Applicants is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification (RFQ Document), Request for Proposal (RfP Document) and other connected documents in respect of the Project, and

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____, and M/s. _____ (the names and address of the registered offices), do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with MCD, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with MCD.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member and our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this theDay of2008

.....
(Executants)

(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)

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

For Delhi Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS LTD.

Authorised Signatory

FORMAT FOR ANTI-COLLUSION CERTIFICATE

Anti-Collusion Certificate

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

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

Dated this Day of, 2008

.....
(Name of the Bidder²)

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

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


Note:

1. On the Letterhead of the Bidder
2. To be executed by both members in case of Consortium

.....
Municipal Corporation of Ltd.



For DELHI MSW SOLUTIONS



Authorised Signatory

² Names of all members in case of Consortium

FORMAT FOR Proposal Security
(To be issued by a Scheduled Bank in India)

B.G. No. _____ dated _____

266

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

In favour of

The Municipal Corporation of Delhi (hereinafter called "MCD") having its office at _____ (address), which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

WHEREAS

A. M/s. _____ Ltd., a company registered under provisions of the Companies Act, 1956, having its registered office at _____ (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, intends to bid for taking up Door to Door collection, Transfer, Transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis; for Municipal Solid Waste (hereinafter referred to as "the Project").

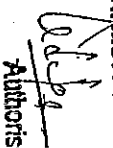
B. In terms of Clause (d) [submission of bid] of the Request for Proposal Document dated _____ issued in respect of the Project (hereinafter referred to as "RfP Document") the Bidder is required to furnish to MCD an unconditional and irrevocable Bank Guarantee for an amount of Rs 10,000,000/- (Rupees One Crore only) as Proposal Security for the Project.

C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

- a. The Guarantor, as primary obligor shall, without demur, pay to MCD an amount not exceeding Rs 10,000,000/- (Rupees One Crore only), within 5 days of receipt of a written demand from MCD calling upon the Guarantor to pay the said amount.
- b. Any such demand made on the Guarantor by MCD shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- c. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of MCD is disputed by the Bidder or not.
- d. This Guarantee shall be irrevocable and remain in full force for a period of from (date) _____ to (date) _____ (Proposal Validity Period) or for such extended period as may be mutually agreed between MCD and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.

For DELHIMSW SOLUTIONS LTD.


Authorised Signatory

Ex. Engineer (DEVS)-II
Municipal Corporation of Delhi

e. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.

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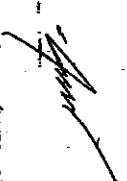
f. In order to give full effect to this Guarantee, MCD shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RfP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by MCD against the Bidder or any indulgence shown by MCD to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of MCD or any indulgence by MCD to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.

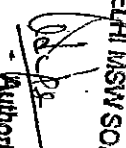
g. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

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 Mr _____
its _____ and authorised official.


Bt. Engineer (DEMS)-II
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS

- Authorised Signatory

FORMAT FOR LETTER OF UNDERTAKING
FOR ADHERENCE TO TECHNICAL SPECIFICATIONS

262

Executive Engineer (VI), D.E.M.S.,
Municipal Corporation of Delhi
Room No. - 27, Gate No. - 4
Ambedkar Stadium, Delhi Gate
Delhi - 110002, India

Dear Sir,

Re: Proposal for Door-to-Door collection, Transfer, Transportation, developing an integrated Municipal Solid Waste Processing Facility and Engineered Sanitary Landfill Facility as per MSW (M&H) Rules 2000, on a long-term Build, Operate and Transfer (BOT) basis, for Municipal Solid Waste.

We hereby represent and confirm that our Technical Proposal is unqualified and unconditional in all respects and conforms to the technical specifications as set out in the Appendix 6 of the RFP Document for the above project.

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

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

..... (Date)

Note:

3. On the Letterhead of the Bidder or Lead Member of Consortium
4. To be signed by the Lead Member in case of a Consortium.

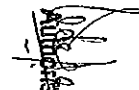
For Municipal Corporation of Delhi


For DELHI MSW SOLUTIONS L.
Authorised Signatory

GUIDELINES AND FORMAT FOR TECHNICAL PROPOSAL

The Bidder shall submit a Technical Proposal setting out the approach to the Project. The Technical Proposal shall comply with the Construction Requirements and O&M Requirements as set out in Schedules 2, 3, 4 & 5 of the Draft Concession Agreement. The design and approach for implementing the Project shall also be in compliance with the Applicable Law, including the MSW (M&H) Rules, 2000.

For DELHI MSW SOLUTIONS LT


Authorized Signatory


Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

FORMAT FOR FINANCIAL PROPOSAL

Tipping Fee Outflow:

Tipping Fee Outflow: [for MSW and Sweeping silt to be weighed at location "A"]. Inert Material to be land filled (not more than 25 % of waste Quantity entering to the processing and Land Fill Site)

MSW and Sweeping silt Entering to the Processing and Land Fill Site at Narela Bawana (TPD) (A)	Proposed Tipping Fee (Rs. per MT of Waste Collected "A") (To be provided in Words as well as in figures) (C)	Tipping Fee Outflow, payable by MCD to the Bidder, from nineteenth months onward of operation (D) = $365^3 \times A \times C$
700 - 1000 4		
Third Phase		

The bidder shall quote his/her rate [tipping fee] i.e. "A"; the rates for Stage-I and for stage II shall be worked out [automatically] as given below:

Stage I:

Implementation period [from the 91st day and up to 18 month of signing of agreement]; for collection and transportation of MSW and Sweeping Silt from concession area to the Bhalswa Land Fill Site i.e. "0.50 x A".

Stage II:

From 1st day of Nineteenth month to last day of 20th year; for collection and transportation of MSW and Sweeping Silt from concession area to the Narela Bawana Site, processing the MSW and Land Filling of inert in the Engineered Land Fill Site i.e. "A".

There will be no escalation in the Tipping Fee during first three years. The Tipping Fee Rate would be increased by 3.5 % per annum, after wards. Means the tipping from 1st day of 4th year will be 1.035 A, from 1st day of 5th year will be 1.07 A and so on.

Note:

1. Inert Material to be landfilled shall not be more than 25% of the garbage entering to the Processing and Land Fill site, as set out in the Technical Proposal [in third phase].
2. In case of a discrepancy between the Proposed Tipping Fee expressed in figures vis-à-vis the Proposed Tipping Fee expressed in words, the lowest shall govern.
3. Tipping Fee Outflow, total Tipping Fee payable by MCD to the Bidder in third phase of operation, would be calculated as "D" above.
4. In case of a leap year, the number of days in a year will be 366.

Name of The Bidder (Firm/ Company)

Type of Firm / Company :

Address / Tel NO. /Fax No. / E-mail if any

Names of Partners or Directors

Name Occupation Age

³ Assumed only for calculation of the outflow from MCD to the bidder on an annual basis.

⁴ Assumed only for calculation to be collected by the bidder. The actual quantum would vary depending upon the actual quantity of MSW collected by the bidder.

For DELHI MSW SOLU IIVWS L.V.

Authorized Signatory

Ex. Engineer (CEMS)-II
Municipal Corporation of Delhi

Date and Signature of the Authorized Signatory Seal of the Company

THE NATIONAL CORPORATION OF DEPOSIT

FOR DELIVER NOW SOLUTIONS.

W. A.
Authorised Signatory

265

For details, ask your SOLIDWORKS rep.


43 160

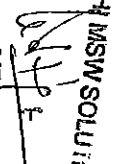
October 2000

Basic Information about Tenderer (to be submitted with technical proposal)

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1.	Name of the Company Name/Names of Proprietor / Partners/ All Directors Name : Designation : Position :	
2.	Professional Qualification of CEO	
3.	Name of the authorized person signing the tender and his / her designation	
4.	Place and address of the Business / Office & Administrative Office: Telephone Number : Fax Number : Mobile Number : E- mail ID : <u>Registered Office</u> Telephone Number : Fax Number : Mobile Number : E- mail ID : Mobile No. :	
5.	Nature of the Business	
6.	Name of the Bankers and their full address	
7.	Amount of Solvency Certificate which the tenderer holds (attach the copy)	
8.	Whether enlisted in Govt. Or Semi Govt. department as eligible expert organization (copy to be submitted with the tender)	
9.	Has the tenderer or his partner or share holder been involved in litigation / court cases with U/ Rs If, yes give complete details on separate sheet	
10.	Is there any other Company firm involved as consortium partner – if, yes give full details	


Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS LTD.

Authorised Signatory

List of relevant vehicles, machinery and equipments to be submitted with technical proposal

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Name of the Tenderer:

S. No.	Name of Vehicles, Machinery & equipment	No. of units	Kind and make	Capacity	Age & Condition	Present Location	Present Depreciated Value	Remarks /Registration No.
Immediately available								
It is certified that I/We am/are owner of the vehicles, machinery & Equipments mentioned above								

S. No.	Name of Vehicles, Machinery & equipment	No. of units	Kind and make	Capacity	Age & Condition	Present Location	Present Depreciated Value	Remarks /Registration No.
Proposed to be procured for the work								
						N.A	N.A	

Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS LTD.
Authorized Signatory


Information regarding current litigation [to be submitted with technical proposal]

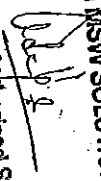
268

1- Litigation-

Sr.No.	Name of the Contract	Year of Contract	Organization	Details of litigation
1.				
2.				
3.				

- 2- Were you ever required to suspend the assigned project work for period of more than six months continuously after your started?
If so give the names of projects and reasons.
- 3- Have you ever not completed any assignment given to you? (If so, give name of project and reasons for not completing the work)
- 4- In how many of your project were penalties imposed for delay? Please give details.


Municipal Engineer (Civil)
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS L.

Authorised Signatory

LIST OF AVAILABLE FACILITIES IN WORKSHOP FOR VEHICLE MAINTENANCE (to be submitted with technical proposal)

269

[illegible]

For DELHI NEW SOLUTIONS LTD.

Municipal Corporation of Delhi

Authorized Signatory

APPENDIX-12

List of Vehicles & T&P to be provided by the tenderer to be submitted with technical proposal

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Requirements of material handling equipments for collection and transportation for MSW

Sr.No.	Bin type & size, vehicle type and capacity	For TPD		Remarks
		Nos	Cost/ Rs. Lacs	
01.				
02.				
03.				
04.				
05.				
06.				
07.				
08.				
09.				
10.				
11.				
12.				
13.				
14.				

[Signature]
 For DELTA MSW SOLUTIONS LTD.
 Authorised Signat

For DELTA MSW SOLUTIONS LTD.
[Signature]
 Authorised Signat

List showing near relative of the applicant working in ULB. It to be submitted with technical proposal

No.	Name of Officer Working in ULB	Relationship with the applicant



Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

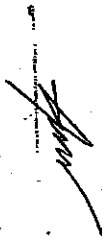
For DELHI MSW SOLUTIONS LTD.



Authorised Signatory

ADDITIONAL INFORMATION (to be submitted with technical proposal)

(Please give a brief note indicating why the applicant considers himself eligible for award of this work).



H. Engineer (DEMS)-II
Municipal Corporation of Delhi

For DELHI NSM SOLUTIONS L.



Authorised Signatory


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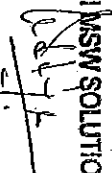
Technology Proposed [to be submitted with technical proposal]

Whether the proposal is based on which of the following technology:-

- i. Integrated Technology of Compost + RDF + inert recycling
- ii. Composting + RDF
- iii. RDF Technology
- iv. Composting Technology

Note: Give brief description of proposal so that its category of technology can be assured.


Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS LTD.

Authorised Signatory

[illegible]

5.

-

By Engineer (Driver) _____

Authorised Signatory

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[illegible]


(No. of products of commercial value)

[illegible]

Note-1-Product quality to be in conformity with Fertilizer Control Order (F.C.O.) Registration Certificate may be enclosed.

2- Quality of other products to be tested & certify by National Accreditation Board for testing & calibration lab. Govt. of India (NABL Lab)

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For DELHI MSW SOLUTIONS L.

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Sr. No.	Name	Qualification	Experience	Description of Specific job to be allotted	Period of Engagement

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M/S Anjany Waste Handling Cell (P) Ltd.

Annexure 'A'

Sl. No.	Query Detail	Our Suggestion [Firm]	Reply [MCD]
1.	Page 9, Clause 6. Timing not suitable for T/Station.	It should be 24 hours, even in the transition period where we will be handling of WSD waste, the transportation procedure will be done in night hours in congested areas. Night operations will also enable to reduce the capital cost of the project.	The transfer stations would receive and compact solid waste between 6 AM to 6 PM (or 7 PM) to avoid nuisance to nearby resident population. The vehicle(s) compactor (s) shall move during day time. The transfer station is meant for parking of vehicles only; necessary transfer of MSW from auto tipper to compactor will takes place in the concession area, only.
2.	2% of the tipping fee for awareness generation is very high. Consultant with international reputation is suggested. Page 11	It should be maximum 1 Lac. per month. We have good consultants in India and further we can ourselves take up the job otherwise the cost of project will increase. There are more renowned companies in India who understand India requirements better than foreign companies. So it should be reputed company of India.	Under this project the thrust is on on-site segregation of MSW i.e. at source; to achieve the same a very wide mass awareness programme would be needed. Therefore, it is rightly suggested to keep 2% of tipping fee for mass awareness programme. The Consultant may be of Indian origin but must be of international repute.
3.	Page 11, clause C.	Please elaborate on the escrow account. (What will be the mechanism for timely release of payments towards post closure payments, awareness program payments?)	The bidder shall process the case for sale of Carbon Credits through escrow account 'Narela Bawana Sitr'. Independently at its own cost, only. The sale transaction amount shall be credited first into the escrow account 'Narela Bawana Sitr'. There after it shall be distributed amongst the MCD and bidder in proportion of 60% bidder- 40 % MCD. The Mass awareness programme shall be organised by the bidder at his/her own cost. No reimbursement/payment towards the awareness programme shall be released to the bidder by the MCD. However, the independent consultant shall ensure that the bidder invest at least 2% of the tipping fee [received from MCD] on mass awareness programme. The post closure payment shall also be released from the escrow account, for which MCD will make sufficient provision

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4.	Performance Bank Guarantee and retention money	Clarification on whether DD or Bank Guarantee since its mentioned DD and bank guarantee in different places. As per page 13, clause 5, the performance bank guarantee will be released after the accumulation of retention money becomes equal the value of PBG. Please clarify whether retention money will be deducted after the release of PBG. If yes, when it will release?	The bidder shall deposit the performance guarantee in the shape of Bank Guarantee, only. The Performance bank guarantee (security) shall be valid for entire concession period. The concession period is of 20 years from the date of COD (Commercial Operations Date). Retention money of 2.5% will be deducted from the contractors running bills. The performance bank guarantee will be released to the contractor once the retention money value reaches the performance guarantee amount. No retention money shall be deducted thereafter.
5.	Page 25, Clause 1, Tax Receipts	Need further explanation on these	The bidder shall deposit all taxes (related to this work) to the concerned authorities, independently and shall submit a copy of the receipt to the MCD, in respect of taxes paid by him/her to concerned authorities.
6.	Page 43, 50% of tipping fee for C&T	This is too less for C&T. MCD should try to differentiate between C&T/Processing & Engineered S/LF. There are companies ready to execute disposal and processing jobs free of cost with royalty to the corporation considering the revenue from sale of C&R, compost & RDF products. In such circumstances making it 50% will not be acceptable. It is hereby proposed that there should be different tipping fee for C&T and for landfill activities. More over we still don't have any assurance of Narela land clearances from respective organizations.	This provision has been made for an easy assessment of lowest one and will continue to prevail as per the terms and conditions of the RFP document. The EIA [Environment Impact Assessment] of the site has already been made by the MCD. The copy of the report has already been provided to the bidder. However, all other investigation(s) at processing site and clearances from various authorities is to be obtained by the bidder independently, at his/her own cost. We expect that the authorities will issue necessary clearance(s), as the land has been allocated by the DDA to MCD for this very purpose.
7.	Escalation of 3.5%	Minimum escalation should be 5% and it should start from 2nd year onwards considering the escalation expected in fuel and minimum wages act, tax.	The escalation provision is sufficient and continues to prevail.
8.	Each compartment of twin bin should be	Vehicles like Tata ace which is generally used as mini tipper	The size of compartment may be kept as per the best judgment

For DELTA NAREVA COLONY

	1500 litres	for door to door collection don't match this capacity requirement. More over recyclable waste quantity will be only 20 to 30% and having same capacity compartment for both type of waste will not be logical.	of the bidder.
9.	Purchase of bins by generators, Sweeping waste	Enforcing may be a problem, if they throw garbage near doled ditches, what is the penalty for them and who can threaten them to know the mechanism. We cannot enforce them on size, quantity and colour coding as per MSW rules. How will MCD involve in enforcement and other supports? What if sweepers don't support the system and dispose the swept garbage in the nearest MSD area or drains?	The generator(s) are throwing waste in Ditch, till implementation of door to door collection system. The generator(s) shall purchase the bin(s) compatible to compactors (in required number and size) as per their requirement. Means the MSW must be transferable from these bin(s) into the compactors mechanically. However, if any generator bulk generator throws waste around the bins, then he will be claimed by the SI/ASI of the area, as per rule. However, this is clarified that bin(s) purchased by bidder shall be strictly in compliant to MSW (M&H) Rules 2000. In this reference this is also bring your notice that under this project MCD proposes to Dust bin/Dustbin free city, therefore can not allow high capacity bin(s) i.e. a retined/modified type of dust bin. MCD will ensure that none of the Satal Karamahal disposes the swept silt into any of the drain.
10.	Bulk generation area	Door to door collection may not be successful in bulk generation areas like markets, masafi etc. in such places there should be different mechanism using in capacity containers/bins. The waste inflow timings are such that if we don't provide bins/containers they may dispose garbage anywhere and everywhere. We need to be practical than being experimental.	The suggestion seems to be reasonable. The bidder shall install bin(s) compatible to compactors (in required number) near to Manholes and Markets and collect the MSW there from at a regular interval, so that there is no mismanagement in the matter. However, this is clarified that bin(s) purchased by bidder shall be strictly in compliant to MSW (M&H) Rules 2000. The bidder shall also undertake their periodic maintenance in consultation with Independent Consultant/MCD Engineer.
11.	Hand cart and cycle rickshaw is permitted	Please mention the minimum quantity either per ward, or per Sq. Km, or per Zone, or as per waste generation. This will ensure that the project is successful and all the bidders	The bidder can use Rickshaw/Vhehiclecart etc. only in those areas(s) where the auto tipper can not reach, that too with prior approval of MCD, only.

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			The quantity of Pockshaw/ Wheelbarrow etc. shall be bare minimum and as per the field requirements, only.
12	There are only 2 type of vehicles proposed in the project. That also minimum quantity is not specified. Apart from that vehicle design flexibility is not given in the transition period. The shut down of 100% dates may take more than 3 to 4 years and in this period confinement system will be required. Separate vehicle model itself will be required for successful execution.	It should be quantified and minimum technical specification should be mentioned. Other vehicle design and model will be required in transition period. It is hereby requested to MCD that they should do a site wise survey and specify a minimum requirement of various vehicles, bins, containers.	The site wise survey from MCD side is not possible. However, under this project the bidder is required to make exhaustive survey of the concession area to assess the quantity/quality of MSW. The Number of required vehicle(s) shall be assessed by the bidder independently. The bidder shall submit his/her area wise assessment in the matter, with proper justification (number of auto (bopper/compactor etc.) to the MCD along with his rate (lipping fee) to the MCD.
13	Narela in the SLF site	Whether we can get permission to construct landfill adjacent to the Narela. Can we provide a lining on the surface of the dump? What about existence of residential colony? How does MCD plan to get clearances? Is there any objection from Air Force? What is the mechanism in case any court orders stay on any clearances and the landfill part is not executed by the deadline period?	The processing unit and the Engineered Landfill site shall be constructed by the bidder at designated site only. The bidder shall make necessary provision, so as to ensuring that the leachate does not get mixed with the storm water drain. The Air Force authorities have already been informed that the site shall MSW (R241) Rules 2000 compliant and will not affect to the air traffic. The bidder shall ensure the same. Various authorities shall issue clearance to this project, as because management of MSW is necessary as other activities. The MCD has no plan to shift the residential colony by now.
14	About clearances of SLF SITE	What clearances/MCD have been taken by MCD and what all are remaining? Who is responsible for the clearances? Can't MCD appoint third party and ensure clearances before tender finalization? At this stage we would like to inform that this C&T project is only successful if there is a new engineered SLF. Waiting period for vehicles at landfill should not be more than 30 minutes. Existing dumping grounds does not support this system.	The bidder shall obtain all clearance form various authorities, independently. MCD shall assist the bidder in the matter only. As the site construction is to be undertaken by the bidder, therefore the bidder shall ensure that the waiting period for vehicles at landfill site is minimum. The MCD shall provide the approach road to Narela Bawana Site only.
15	The RFP does not include zone details, ward wise population, waste generation, area details, density of waste, details of market	MCD should provide all the relevant details. The ward details are mandatory since the dates will be shut down in 3 to 4 years. This will help all bidders to make vehicle and other	As explained above (para 12) the survey in the matter is to be carried out by the bidder him/her self, independently. However, a list of existing dust (bio)hazardous sites in the

For DELTA MSW SOLUTIONS LTD.

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Dr. Engineer (DEMS)-II
Municipal Corporation of Delhi

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	places, parking land provision for mini vehicles in zone area, past waste generation, distance from the work area to the landfill site both existing and new. More over vacant land area is too far and MCD is not providing vehicle parking and workshop there.	Infrastructure assessments as per actual requirements. If MCD can provide minimum quantities, size, capacity etc then the bidder's assessment will not go wrong.	concession area is attached herewith for your ready reference. In the RFP document it has already been clarified that the MCD is in short supply of land, however MCD will try to provide a piece of land to the concessionaire either in Vasant Kunj or Okhla -Peppan kulan area for parking of vehicle(s) purposes, if possible.
16	Transfer Stations	What kind of Transfer Stations? Is it a transfer point or mechanized transfer station? Please elaborate on the civil works required? The compaction machine, transfer trucks, container, civil works etc specifications should be clearly mentioned with minimum quantity, size and capacity. This will ensure successful project implementation. Also the role of transfer station should be specified.	The transfer station is meant for parking of vehicles only. Necessary transfer of MSW from auto tipper to compactor will takes place in the concession area only.
17	RFP does not provide for maps of the work area	We request MCD to provide detailed maps for all the zones mentioned in the work area with ward details. Lay out of Narela Land should be provided.	The detailed map of concession area is available on internet (any site) and can be obtained from here, by bidder. Lay out plan of the Narela Bawana Site is attached here with for ready reference.
18	Bulk generation points	MCD should detail about the vehicles and mechanism to be used for C&T in bulk generation areas. The system can't be same as residential areas. We need to be practical in designing transport plan.	The bidder shall make survey of the area exhaustively to assess the requirement of auto tipper/compactors etc. The Number of required vehicle(s) shall be assessed by the bidder independently. The bidder shall submit his/her area wise assessment in the matter, with proper justification (number of auto tipper/compactor etc.) to the MCD along with his rate (lipping fee) to the MCD.
19	Phase wise elimination of WSDs	Eliminated WSD points can be handled through auto tippers, what about the rest of the area? Areas where WSD is in operation, Auto tippers cannot be used. How do we handle such situation? A viable option should be proposed by MCD at the RFP stage itself. Although transition period is mentioned it is not specified what kind of vehicles and storage capacity can be used in the transition period.	The waste depot shall be eliminated in phases. The bidder shall collect the MSW from door step of the generation(s). Therefore, the question for reaching the MSW at waste depot site does not arise. The bidder shall undertake the mass awareness programme to achieve the same. The number of vehicle(s) and their sizes shall be decided by the

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For DEL MSW SOLU
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20	In the transition period please confirm whether we have to remove the dabo? And in case the transition period is more than 3 to 4 years can we use the advertisement portion ad revenues. This will reduce the tipping fee for initial period till transition period ends.		bidder as per his/her best judgment in consultation with IC and MCD.
21	The detailed survey which can make quantity assessment by MCD engineers may take 3 to 4 days time. And the submission date is after 15 to 20 days. If MCD officials can conduct detailed survey and provide us quantifiable analysis for all infrastructure required, then the project will	In a City like Mumbai, the project is paid on the basis. The quantity of vehicles/trips are finalised by MCGM itself. If such big corporation can arrive at quantifiable analysis for vehicles, bikes, quantiles, minimum trips, transfer stations, hook loaders, hi capacity containers etc. Please don't leave it on the bidder to decide. Any wrong assessment can fail the	The suggestion is good. The bidder shall maintain the dust bin/Dhabhaloo site during the transition period and shall also be allowed put advertisement at the 50% wet surface of the dust bin/Dhabhaloo. No advertisement above the dust bin/Dhabhaloo floor. Not even balloon. The bidder shall handover back the dust bin/Dhabhaloo (s) to the MCD, in phases, as mentioned in the RFP. However, the bidder shall prepare a list of dust bin/Dhabhaloo (s) to make non-functional in stages as mentioned in the RFP in consultation with IC and the Engineers of MCD. However, if the bidder is failed to achieve the time line then he/she shall be fined @ Rs 5000/- per day per default in making non-functional/handover back of dust bin/Dhabhaloo (s) in the concession area. However, the advertisement at the dust bin/Dhabhaloo site(s) shall be undertaken through the registered contractor, in the matter with MCD, only. The bidder shall be liable to pay advertisement tax to the MCD as per the provisions of DMC Act 1957. The bidder shall workout the advertisement potential and submits the same to the MCD with their rate(s). Because advertisement on dust bin/Dhabhaloo shall be allowed, only if it is making visible impact over the tipping fee, payable to the bidder by MCD. In this project the bidder has been given 40 days time to make survey of the area and to work out his/her rate. This responsibility has been put on the shoulders of the bidder(s) because they have already executed similar projects in similar cities. Therefore, the bidder shall submit minute detail(s) of his/her rate, so as to assigning the MCD in taking a best decision in the

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MS SPM

Annexure 'C'

Sl. No.	Ref.	Description / Clause as per RFP	Query/Clearification	Reply
PART A: REQUEST FOR PROPOSAL				
1	1B	The approximate MSW generation is about 700-1000 MT/day.	What will be the assured quantity of MSW through out the concession period to work out the project facilities?	Initially, the waste quantity will be 700 TPD which will increase during the concession period. In accordance to the rise in population in the concession area and rise in economy level of people.
2	1B 1.3	Concession period: 20 years from the date of acceptance of commercial operation.	Please clarify the role and responsibilities during the period of Post closure.	Concessionaire meeting his obligations in respect to the Post Closure Period in accordance with the O&M Requirements, payments from the Post Closure Performance Account shall be made to the Concessionaire in accordance with Schedule 8 of the Draft Agreement Document.
3	1B	Proposal Security	It is contradictory in RFP. Please clarify the mode of Proposal Security/E&MD. We request MCD to consider the same in form of BG.	Proposal Security of Rs. 1, 00, 00,000/- (Rs. One Crore only) may be deposited as follow: Rs 25,00,000/- as demand draft/pay order in favour of Commissioner, MCD And Rs 75, 00,000/- in the shape BG along with the offer. However, the performance security [Rs 5,00 Crores] shall be paid in the form of Bank Guarantee from any scheduled bank.
4	1B 1.3	Performance guarantee of Rs. 5,00 Crores is required to be valid for entire concessionaire period of 20 years.	No bank allows validity of BG for 20 years. Initial validity shall be 1-2 years and it shall be undertaken by the concessionaire, that the same shall be renewed from time to time.	The suggestion of the bidder is reasonable. The Bank Guarantee shall initially be valid for two years. Thereafter it will be renewed by the bidder for another two years, well before the expiry of its term, so that the BG remains valid for entire concession period. However, if bidder fails to get the Bank Guarantee renewed in time, then he/she will be fined Rs. 1,00 lac per day for the default period.
5	1B	Proof of financing arrangements	Please Clarify.	The bidder shall worked out/estimate the probable cost

For O&M MSW SOLUTIONS LTD.

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1.3 be submitted by the bidder, at the time of RFP submission.		of the project and shall submit (rather sources) of money for successful implementation of the project, as per the time limits prescribed in the RFP & Draft Agreement document.
6	ITB 1.3	Pre bid alliance with waste collection vehicle manufacturer	The specification of the vehicle(s) has been given for guidance purposes only. However, the bidder is allowed to select make/model of various vehicle(s) him/her self for successful implementation of the project.
7	ITB 1.4	Lifting and transportation of sweeping silt from the concession area.	The MCD shall fix out 3-4 points/ location(s) in a ward, where the concessionaire shall ensure availability of his/her compactor(s) [vehicle between 8.00 A.M. to 11.00 A.M. [365 days in a year]]. The location(s) shall be prepared/ decided in consultation with the bidder, IC and MCD Engineer(s).
8	ITB 1.4	Transfer Station	The vehicle(s) compactor (s) shall move during day time. The transfer station is meant for parking of vehicles only; necessary transfer of MSW from auto tipper to compactor will takes place in the concession area, only.
9		Transfer Stations & existing dhalaao Advertisement rights	The bidder shall maintain the dust bin/dhalaao/open site during the transition period and shall also be allowed put advertisement at the 50% wall surface of the dust bin/dhalaao. No advertisement above the dust bin/dhalaao (roof). Not even balloon. The bidder shall handover back the dust bin/dhalaao (s) to the MCD, in phases, as mentioned in the RFP. However, the bidder shall prepare a list of dust bin/dhalaao (s) to make non-functional [In stages as mentioned in the RFP] in consultation with IC and the Engineers of MCD. However, if the bidder is failed to achieve the time line then he/she shall be fined @ Rs 5000/- per day per delay in making non-functional/handover back of dust bin/dhalaao (s) in the

For DELTA RAW SOLUTIONS LTD.

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Mr. Rajendra (DPM) - 1
Municipal Corporation of Delhi

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				concession area. However, the advertisement at the dust bin/Dhabeo stage(s) shall be undertaken through the registered contractor in the matter with MCD, only. The bidder shall be liable to pay advertisement tax to the MCD as per the provisions of DMCA Act 1957. No advertisement at the transfer station or the processing site.
10	1TB 1.4	The colour coding of the bins..... while for recyclable waste and black for other waste.	Please clarify, whether it is 3 bins system of 2 bins system. Who will be responsible for the arrangement of Bins.	The bins) at the house hold/bulk producer level shall be arranged/maintained by the MSW generator. However, the bidder shall install bins) compatible to compactor(s) [in required number] near to Ward (ies) and Market(s) and collect the MSW there from at a regular interval, so that there is no mismanagement in the matter. However, this is clarified that bins) purchased by bidder shall be strictly in compliant to MSW (M&H) Rules 2000. The bidder shall also undertake their periodic maintenance in consultation with Independent Consultant/ MCD Engineer.
11		Waste Characteristics	What will be expected waste quality (Waste Characteristics) from concession area?	The bidder shall carry out the exhaustive survey of the concession area to assess the MSW quantity and its characteristics. Independently as his/her own cost and quote his/her rate accordingly.
12	1TB 1.4	Note: Bin(s) required size.....By the producer/generator him/her self.	This is a great challenge in our country, will MCD take responsibility in case of non compliance.	The bidder shall undertake mass awareness as per the terms and condition of the RFP and Draft Agreement document, and convince the generator(s), so as to ensuring that the generator(s) arrange/maintain [as per colour coding] the bins) of required size/in numbers.
13	1TB 1.4	All vehicles would be fitted with GPS tracking equipment.	Please clarify, this includes primary collection vehicles too?	Definitely, so as to we can monitor every vehicle from control room, it self.
14		Route Map	To work out the transportation expense, MCD is	The bidder shall study the concession area and decide For DELHI MSW SCOD norms

[Signature]
For DELHI MSW SCOD norms

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		requested to provide the route map.	the routes [for various vehicle(s)] as per his/her best judgment.
15.		Location of disposal facility at present.	During the first and second stage, the bidder is responsible to collect and transportation of MSW to Bhalsawa landfill site or any other designated site as decided by the MCD. The processing of MSW shall be looked after by the MCD.
16.	ITB 1.4	Geotechnical & hydrological survey report, contour map, topographical & revenue survey, EIA report of proposed project site.	The EIA (Environment Impact Assessment) of the site has already been made by the MCD. The copy of the report has already been provided to the bidder. However, all other investigation(s) at processing site and clearance from various authorities is to be obtained by the bidder independently, at his/her own cost.
17.		Status of various statutory approvals	The Processing unit(s) and Engineered Landfill site shall be strictly in compliance to the MSW (M&H) Rules 2000. Necessary decisions in the matter shall be taken accordingly.
18.	ITB 1.4(A)	CDM Benefits	The bidder shall process the case for sale of Carbon Credits through escrow account 'Narela Bawana Site', independently at its own cost, only. The sale transaction amount shall be credited first into the escrow account 'Narela Bawana Site'. There after it shall be distributed amongst the MCD and bidder in proportion of 60% bidder: 40 % MCD.
19.	ITB	Validity of the bid	The offer shall be valid for a period of 180 calendar days from the date of opening of financial bids of RFP or from the date of negotiation which ever is later.
20.	ITB 2.3.2	The MCD is in short supply of land, for parking of vehicles purposes, if possible.	In the RFP document, it has already been clarified that the MCD is in short supply of land, However MCD will try to provide a piece of land to the concessionaire either in Vasant Kunj or Dwarka -Rajpuran Kadan area for parking of vehicle(s) purposes, if possible".

For DELHI MSW SOLU

28. Engr. (S&M)-II
Municipal Corporation of Delhi

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21	Site visit	We request MCD to arrange a joint site visit to understand the proposed site.	The bidder shall visit the site independently to understand the same in a better way.
22	Preferred technology/Change in technology	MCD shall allow bidder to adopt processing technology like Bio-methanation other than mention in RFP? Please clarify.	The bidder shall process the MSW by employing processing technologies i.e. composting and RDF, as mentioned in the RFP and Draft Agreement document.
PART B : CLARIFICATION REQUIRED ON DRAFT CONCESSION AGREEMENT			
23.		There is a complete nexus of individuals and with the involvement of rag-pickers/Satali Karamchaites; Door to door collection is carried out. These individuals are very resourceful and do not allow other agencies/individuals to work in their areas. As such necessary notification preferably through press before start of work is required to be issued by MCD to avoid hindrance free start.	The bidder has to engage required man power from open market for successful implementation of the project. In our opinion the Satali Karamchaites engaged by various residents and the rag pickers (working in the area) may be considered as potential worker by the bidder for the purpose to ensure smooth implementation of the project.
24.		Under 1.4 of scope of work, it is mandatory that the bins of required sizes and in numbers to segregate MSW at source, shall be purchased/maintained by the producer/generator himself. It is likely that some no. of individuals may not purchase/make available to different bins of bio-degradable and non-biodegradable waste and put them in single. As such the main purpose of segregation at source is defeated and the concessionaire is to segregate the same at their own cost. In view of above, Concessionaires be empowered to challan such individuals and charge Rs. 50.00 per count to take care of segregation. Alternately SJA(S) of areas shall challan the individual and all the amount collected shall be given to the concessionaire.	The bidder shall undertake mass awareness as per the terms and condition of the RFP and Draft Agreement document and continue the generator(s), so as to ensuring that the generator(s) arrangement (as per colour coding) the bin(s) of required size/in numbers. The bidder can not be allowed to challan the defaulting residents/house holders. Also, the proposal for handing over the challan money [collected by ASIS(S)] to concessionaire is unreasonable and not acceptable.
25		Under transportation of MSW, the bidder is required to set up a control room to monitor movement of every vehicle by GPS. It is proposed that insistence	The bidder shall install GPS on every vehicle(s) i.e. the auto tipper(s) and the compactors, so as to ensure their movement, monitoring from the control room.

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Signature of Bidder

Signature of MCD

Signature of ASIS(S)

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26.			of deployment of GPS be made only on the compactors/closure tipper to enable monitoring of transportation of waste to landfill site.	Under this project the fund is on on-site segregation of MSW i.e. at source, to achieve the same a very wide mass awareness programme would be needed. Therefore, it is rightly suggested to keep 2% of tipping fee for mass awareness programme. The money shall be deposited in the escrow account "Narada Bavana Sile" and be released by the MCD to the bidder time to time, as per requirement. The ICI/MCD Engineer(s) shall ensure that the bidder invest at least 2% of the tipping fee on the mass awareness programme.
27.			Taxes: Under the heading tipping fees, it is mandatory that all the taxes and other levies shall be paid by the bidders. It is informed that as on date there is no service tax on such instant works in concessionaire Agreement. MCD shall reimburse payment of service tax if applicable after submission of tender. Further as per draft concession Agreement as per sl. 1, 16, the payment shall be made within 30 days and if the bills are not paid within 180 days, it shall attract interest at SBI PLR rates. There are instances that the payment has not been made by MCD in the past even in the 180 days. On account of above, the contractor is borrow money at exorbitant interest on market rates. The period of payment of 180 days should be maximum of 180 days.	MCD has made provision for escalation in tipping @ 3.5% per annum (as per Draft Agreement document). The taxes levied by the govt. at later date shall exclusively be borne by the bidder. The payment to the bidder shall be made within of 180 days (maximum).
28.			In the present concession agreement usages of auto tippers, Compactor and Close tipper is mandatory. In view of enormous generation of garbage in certain	The bidder shall be allowed to use auto tippers and compactor(s)/closed tipper(s), only.

For O&M (MSW) Squads

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29.		areas, concessionaire be permitted for deployment of dumper/placers also.	Under this project the bidder is to undertake this project on BOOT basis, therefore, the bidder is required to hand over the movable (vehicles) and the immovable infrastructure in working conditions to the MCD (at no cost to MCD) at the time of end of concession period or at the time of termination of contract, which ever is earlier. Therefore, the bidder can not be allowed to use vehicles of any other operator.
30.		About service taxes - CA is silent about service tax, please clarify.	If service tax is applicable to such contract, then the rate quoted by the bidder shall also be inclusive of the same too, as all taxes/levies in the matter shall exclusively be borne by the bidder. The MCD will assist to the bidder in obtaining permission from DCP (traffic) in the matter.
31.		Timing of primary collection is from 7am to 3pm, what will be arrangement for peak hours and no entry zones. What will be the role of MCD in arranging Entry Pass for vehicles.	
32.		Bidders will collect garbage from generation, who will be responsible for garbage delivery at park, public places etc.	The garbage from public places etc. shall be collected by the Sanjay Karamcharies of MCD and shall be deposited in the bins/other designated points, as provided by the bidder for the purpose. The bidder shall collect/transport the MSW there from at a regular interval, as per site requirements (in consultation with IC and MCD).
33.		In such a short span of time its hard to identify the landry lanes for access of auto lifters, please provide the details of such routes.	In first & second stage, the bidder is required to collect and transport the MSW to Bhalswa Landfill or any other designated site as decided by MCD. Therefore, the time
34		Clause 1.14, 31 days is not sufficient for the commencement of primary collection, please consider it for 180 day and accordingly 9 months for	

For DELHI MSW SOLUTIONS L.

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35		entire concession area.	skipped for such preparation is sufficient.
36		Clause 1.16, what will be the maximum expense toward the fee of Independence Consultant, please clarify as we have to consider this in our financial proposal.	The fees of independent consultant can not be assessed at this stage, as this will be depending upon further quotation.
37		Clause 6.4, this will affect the project period, please clarify the time required for the appointment of IC from the date of signing the CA.	The MCD shall invite the tenders for IC very soon.
38		Clause 8.4.1 what will be the 4 parts. Please clarify. Please clarify the arrangement for post closure period of 15 years after the concession period of 20 years.	The question is not clear. The Post Closure arrangements shall be as per O&M requirements.

Mr. Engineer (DBMS) II
Principal Engineer at D&M

For DELTA SOLUTIONS L.A.
Signature
Authorized Secretary

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M/S Ramky Consortium

Annexure 'B'

S.NO.	Query	Reply (MCD)
1.	The distance from the zones to the processing and disposal site is not mentioned. The same may please be provided. Please clarify if required site will be provided at Vasant Kunj for construction of maintenance shed.	In the bidding documents the concession area and the processing site has clearly been defined. In the document it has clearly been mentioned that "The MCD is in short supply of land. However MCD will try to provide a piece of land to the concessionaire either in Vasant Kunj or Dwarka -Fazpur (Kalan area for parking of vehicles) purposes, if possible."
2.	We presume that the sites at the Zones are approved by FCB/other authorities for construction of transfer station etc. Pl confirm.	The transfer station is meant for parking of vehicles only; necessary transfer of MSW from auto tipper to compactor will takes place in the concession area only. Therefore do not require any approval from any of the authority.
3.	The details of Zones such as Zone Maps, Waste generation in each zone, total no of House holds ward/zone wise and Wards in Each Zone may be provided together with analysis of composition etc may be furnished to the bidders.	The detailed map of concession area is available on internet [any site] and can be obtained from there, by bidder. The bidder shall make survey of the area exhaustively to assess the requirement of auto tipper/compactors etc. The Number of required vehicle(s) shall be assessed by the bidder independently. The bidder shall submit his/her area wise assessment in the matter, with proper justification (number of auto tipper/compactor etc.) to the MCD along with the rate (tipping fee) to the MCD.
4.	The phase I operations comprising of Primary collection and transportation of waste and road sweep silt are given to commence from 90 days after signing concession agreement initially two zones and to be expanded to 180 days to complete concession area. Please confirm that the bidder is expected to install a weigh bridge at Narla Bavarna site in three months for weighing the waste received for the purpose of invoicing the tipping fee payable.	No, during this period the segregated MSW shall be disposed off at the Bhalsawa Landfill site, where weigh bridge is already existing.
5.	We request MCD to examine to permit the Primary collection & Transportation to commence from 180 days after making the concession agreement in stead of 90 days.	Operations for door to door Collection and Transportation of MSW, in the concession area i.e. at least five ward from both the zones, should start from 9th day of signing of Concession Agreement and in complete concession area; within 180th day of signing of the Agreement. Time of 90 days is sufficient enough to arrange required number of vehicles i.e. auto

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E. S. DEENSAJI
General Corporation of Delhi

For DELTA MSW SOLUTIONS
Authorized Signatory

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6.	As per RFP that phase-II comprising of processing and disposal shall be completed within 18 months from date of agreement. We presume that the waste transported during this period shall be land filled without any processing. Please confirm.	Tipper and compactor(s) to undertake work in 5 wards of the east zone. During the phase II the segregated MSW shall be disposed off at the Bhalsawa Landfill site or any other site as decided by MCD.
7.	The concession period is given as commencing from date of signing of agreement. We request MCD to consider the start of Concession period from date of COD. Further we request MCD to consider a concession period of 25 years.	Concession period shall remain as 20 years only.
8.	As per RFP, the permission for change of technology is given as min 10 years by which half of the concession period will be over. We request you to examine such change of technology option within 5 years.	Such activity i.e. change in processing technology can not be allowed within 5 years of signing of agreement. However, this is made clear if the change in technology requires purchase of superior vehicle(s) or other equipment(s) for its implementation, then the cost of such change(s) shall exclusively be borne by the bidder and shall have no bearing on the tipping fee. Means the change in technology being adopted by the bidder shall be at no additional cost to MCD (absolutely free). However, if due to change in processing technology (for any other reason) after 10 years of COD, it is felt that the Engineered Land Fill site shall not get filled up in 20 years concession period, then the terms and condition(s) of the concession including tipping fee (which shall not be increased in any circumstances), however, the concession period can/shall be revised in mutual consultation of the bidder and MCD.
9.	The proposal security of Rs. One Crore (1, 00, 00,00,000) is too high. The same may please be reduced to 20 Lakhs. Please confirm that the Bank Guarantee towards proposal security can be obtained from any scheduled bank as per Appendix 4.	Proposal Security of Rs. 1, 00, 00,00,000- (Rs. One Crore only) may be deposited as follow. Rs.25,00,00,000/- as demand draft/pay order in favour of Commissioner, MCD And Rs.75, 00,00,000/- in the shape BG along with the offer. However, the performance security [Rs.500 Crores] shall be paid in the form of Bank Guarantee from any scheduled bank.
10.	Topographical map, Contour and Geo-technical investigation reports for the proposed processing site and transfer stations may be provided.	The MCD has carried out the EIA study of the processing site and a copy of the report has already been provided to the bidders. Rest other investigation are to be carried out by the bidder at his own cost.
11.	It is understood that MCD has given all the CODM benefits to the developers for	The site location for transfer station has already been given in the RFP document [page 16]. Demand of the bidder is not admissible.

For DELTA MSW SOLUTIONS LTD.,

 Authorised Signatory

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	projects at Okhla/Manpur and Ghazipur, Hence, in this case too we request you to kindly consider for allowing the bidder to avail 100% CDM Benefits.	However, this is clarified that the bidder shall process the case for sale of Carbon Credits through escrow account 'Nayala Bawana Sile', independently at its own cost only. The sale transaction amount shall be credited first; into the escrow account 'Nayala Bawana Sile'. There after it shall be distributed amongst the MCD and bidder in proportion of 60% bidder: 40 % MCD.
12.	The environmental clearance of the land for the Processing and Disposal has not be obtained as of now. The clearance falls under the scope of MCD. The time period for clearance may kindly be specified. The construction of the facility should be considered from the date of the land cleared from environmental clearance. The MCD should be held responsible/suffered in terms of payment of tipping fee on the account of the clear title of land.	The bidder shall obtain all clearance from various authorities, independently. MCD shall assist the bidder in the matter only. The title of the land is clear, the land has been allocated by the DDA to MCD for the purpose. The processing unit and the Engineered Landfill site shall be constructed by the bidder at designated site, within a period of 18 months from signing of agreement with MCD, only. The bidder shall make necessary provision, so as to ensuring that the leachate does not get mixed with the Storm water drain. The Air Force authorities have already been informed that the site shall MSW (M&H) Rules 2000 compliant and will not affect to the air traffic. The bidder shall ensure the same. For delay in implementing the project, due to any reason the bidder shall be penalised suitably.
13.	It is mentioned in RFP that required number of vehicles should be kept ready for transportation of swept material during the designated timings. We request MCD to provide an estimate of the quantity of the road swept material to be transported and no of vehicles to be provided for this purpose to be specified.	The sweeping material shall be collected by the bidder during the collection time of MSW from various house holds, therefore, would not be requiring purchase of compactors, specifically for this purpose. However, the bidder shall ensure availability of compactors/closed tippers to collect the sweeping till at desired location(s) as decided by MCD.
14.	The RFP expects that inert material will be directly land filled at processing site while biodegradable will be sent to compost plant and that non biodegradable to RDF plant etc with the assumption that the segregation at source will be achieved within no time. We expect that the bidder will be free to subject the entire waste to processing for achieving segregation and then only the rejects will be transported to the landfill site.	Under this project, main thrust is on segregation of MSW at source. The biodegradable part shall be composted and the part which has caloric value shall be used for production of RDF. Only the inert shall be filled up in the Engineered landfill site. The bidder is to act as per the provisions of this RFP and agreement document, only.
15.	The estimated quantity of MSW is given as 700-1000 TPD which has 30% variance	Initially, the waste quantity will be 700 TPD which will increase during the concession.

For DELHI MSW SOLUTIONS LTD.

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	please confirm the exact quantity of waste generated so as to design the facilities accordingly.	period, in accordance to the rise in population in the concession area and rise in economy level of people.
16.	The RFP is silent on post closure responsibility while the concession agreement draft contains provision for post closure maintenance by bidder and that 2.5% of tipping fee will be deducted from monthly tipping fee. Pl. confirm.	The post closure responsibilities have been explained in detail in the draft agreement document. 2.5% of the tipping fee shall be deducted from the bill(s) and the same shall be returned to the bidder as per schedule 8 of the concession agreement.
17.	As per provision 8.5 of concession agreement, there is a performance based payment system of tipping fee. We submit that such performance based tipping fee system is arbitrary and discretionary and may result in unnecessary non productive issues in the long run during implementation. Please consider to drop this proposal.	These provisions have been made, so that the bidder perform his duties in compliance to the terms and condition(s) of the RFP and Draft Agreement document, failing which the bidder shall be paid, tipping fee strictly in accordance to the performance of the bidder..
18.	It is mentioned in the concession agreement that 2% of the tipping fee shall go to escrow account for Awareness program this is very high, the same may be deleted.	Under this project the thrust is on on-site segregation of MSW i.e. at source, to achieve the same a very wide mass awareness programme would be needed. Therefore, it is rightly suggested to keep 2% of tipping fee for mass awareness programme.
		The Consultant may be Indian of origin but must be of international repute.
19.	Please confirm if MCO has secured consent from Air Ports Authority for construction of processing & disposal facilities at Narela Bawana.	The demand of the bidder is unresolvable.
20.	We request MCO to examine for incorporating a fuel price linked escalation factor in the tipping fee payable - In view the existing and expected volatility in the administered price of diesel in years to come.	The Air Force authorities have already been informed that the site shall MSW (MSW) Rules 2000 compliant and will not affect to the air traffic. The bidder shall ensure the same.
21.	Details of the existing facilities and features such as existing waste dump, compound wall, approach road etc of Transfer station area and process area may be provided.	The escalation in the tipping fee has been suggested as 3.5% per annum. The Tipping Fee Rate would be the same as per the Financial Proposal submitted for the first three years. The Tipping Fee Rate would be increased by 3.5 % per annum, after wards.
22.	Details of locations of the existing dustbin location and their distances from Transfer stations may be provided.	The processing site and the transfer station land are bare land. Necessary development of these site(s) in compliance to the terms and condition of the RFP & Draft Agreement document shall be undertaken by the bidder.
23.	Rain fall data and Ground water table of the transfer station and processing area may be provided.	The list of existing dust bin/Dhalaopen site(s) in the concession area is attached herewith for your ready reference. The distance between the two, if required may be worked out by the bidder independently.
24.	We request MCO to confirm that the tipping fee as quoted by different bidders in column titled C in the financial proposal format will be the compared for ranking the lowest quoting tenderer. The outflow under Column titled D of the financial format	The MCO has carried out the EIA study of the processing site, rest other investigation(s) are to be carried out by the bidder him/her self independently, at his/her cost.
		The MSW shall be weighed at the entry of processing site (prior to processing) and the bidder shall be paid in accordance to the MSW weighed at this location i.e. location 'A'. The bidder shall quote his/her rate accordingly.

For DEHLI MSW SOLUTIONS L.P.

En. Engineer (DEMS)-II
Municipal Corporation of Delhi

Signature
Authorized Signatory

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26	Page 43, it says tipping fee for landfill & processing will be applicable from 19th month onwards. What if we commence the project earlier? And what if the landfill is not executed due to non clearances from concerned departments, court etc?		not be conceded with. The bidder shall ensure that work of obtaining required permits from various authorities and of construction of infrastructure work at site is complete within 18 months of signing of agreement, because it is a sufficient time to complete the both activities.
27	As per our survey the waste generation in the given areas will be more than 1200 TPD. Please conduct a detailed survey and clarify. The fleet plan will vary with all bidders if a confirmed waste generation quantity is not given. Marking criteria may go wrong and project also may fail		The MSW generation in the area is about 700 TPD, rest other is C&D waste, which is not inclusive in the scope of present work.
28	Similar to flexibility in changing technology after 10 years, there should be flexibility to change vehicle design and transportation plan after 8th year of the project. The change in vehicle design and capacity should be permitted as per, latest laws, site requirement. The maximum vehicle capacity mentioned is 25T GVW. At a later stage after the landfill is set up we may opt Volvo trailer trucks to carry in capacity containers, with more than 30 tonnes capacity. This should be permitted	Moreover the tender does not specify design requirement of bulk carriers like hook lift mounted on Volvo. Picture shown below for reference.	The bidder shall be at liberty to change from one proven technology to another after 10 years of signing of agreement. However, if the change in technology requires purchase of superior vehicle(s) or other equipment(s) for its implementation, then it is clarified that cost of such change(s) shall exclusively be borne by the bidder and shall have no bearing on the tipping fee. Means the change in technology being adopted by the bidder shall be at no additional cost to MCD (absolutely free).
29	RFP requires constructing a waste processing facility of capacity 700 - 1000 MT/day at Narela-Bawana.	But generation from project area is approximately 1500 MT/day? Where the remaining waste will go?	The calculation of bidder is not correct.

Ex. Engineer (DEKS) T
Municipal Corporation of Delhi

For DEKS MSW SOLUTIONS LTD.
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	may be filed by different bidders taking different quantities of MSW (Column A) between 700-1000 TPD. In such case, comparison of bidders on the basis of column D (Outflow) will be uneven and not justified.	
25.	In the financial bid format, it is mentioned that waste is between 700-1000 TPD. What is exact quantity of waste at present?	At present the MSW quantity is about 700 TPD.
26.	During the first and second stage who is responsible for disposal and maintenance of the disposal facility as the tipping fee is given only for collection and transportation which is 50% of the quoted tipping fee.	During the first and second stage, the bidder is responsible to collect and transportation of MSW to Bhalswa landfill site or any other designated site as decided by the MCD. The processing of MSW shall be looked after by the MCD.
27.	Please confirm the total no of Zones.	There are two zones i.e. Rohini & Civil Line and part of Najafgarh zone is included in the concession area. The area under jurisdiction of MCD has been divided into 12 zone.
28.	Please provide the soft copy of RFP (Volume I and Volume II).	Soft Copy of the RFP and the Draft Agreement if required may be get prepared by the bidder himself.

For DELHI MSW SOLUTIONS LTD.
Authorized Signatory

For DELHI MSW SOLUTIONS LTD.
Authorized Signatory

Some of the major changes made in the RfQ, RfP and Draft agreement document(s) are as follow:

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1. **FIRST PHASE:** Operations for door to door Collection and Transportation of MSW, in the concession area i.e. at least five ward from both the zones, should start from 121st day of signing of Concession Agreement and in complete concession area, within in 210th day of signing of the Agreement.

SECOND PHASE: The concessionaire shall complete all infrastructure work required for successful implementation of the project and shall start receiving the MSW at Processing and Land Fill Site, within in Nineteen Months.

THIRD PHASE: The concessionaire shall start receiving the MSW at Processing and Land Fill Site, from first day of Twentieth Months and onwards.

2. During the pre-bid meeting the prospective bidder(s) have raised their apprehension(s) that the various departments will not issue clearances to the project, in time because of following reasons:
 1. High tension wire(s) over the site: There are four high tension wire lines within in the boundaries of site.
 2. Air force station: There is an Air Force Station near to the site.
 3. Yamuna Canal: There is a yamuna canal near to site and
 4. Population Growth: There has been a colony where a large population is residing near to the site.

The bidder(s) were informed that as per the terms and conditions of the contract the selected bidder shall obtain all necessary environmental clearances from various department(s) at his/her own cost; the department shall only assist him/her in the matter.

Therefore, under such circumstances the firm shall continue with collection of MSW [from source] and its transportation during the extended period and the firm shall not be penalised for the delay. However, if the MCD found that the firm has not put its best efforts in obtaining the environmental clearance(s), then a committee comprising of Additional Commissioner (DEMS), CA cum FA, D in C (DEMS), a Senior officer from DPOC and a Senior officer from NDMC shall look into the matter and submit their recommendations to the DEMS department for its consideration. In view of recommendations made by committee, if the concessionaire is found guilty, then the DEMS initially, with prior approval of competent authority shall impose a fine of Rs. 1.00 crores [minimum] on the firm. The committee shall again review the performance of the concessionaire after two months; if still the concessionaire is found guilty, then the DEMS department on the basis of recommendations made by committee shall initiate action for termination of the concession besides other penal action(s) in accordance to the terms and conditions of the contract.

3. **High Capacity Bin(s) near Market(s) & Mandies:** "The firm shall install high capacity bin(s) of required size [in required number] near to Mandi(ies) and Market(s) places and shall collect the MSW there from at a regular interval, so that there is no mismanagement at these places, in the matter. The bin(s) shall not only be compatible to transfer trailers/compactors but shall also be strictly in compliant to the MSW (M&H) Rules 2000.

The firm shall also undertake their periodic maintenance [of these bin(s)] in consultation with Independent Consultant/ MCD Engineer."

4. **MSW being collected from Vasant Kunj, Dwarka Pappan Kalan Area:** The firm shall be allowed to transfer/transport the segregated MSW collected from Vasant Kunj, Dwarka Pappan Kalan area to the Okhla S.L.F, upto second phase of operation.

5. **Transfer Station:** In this case the transfer station can not be mechanized, because the site is not at the centre of zone but at the corner of the zone(s). If we make it mechanized than transportation cost will be sufficiently high and none of the citizen will allow construction of such transfer station near to their house(s), because of NIMBY [Not In My Back Yard] syndrome.

The transfer station is meant for parking of vehicles only; necessary transfer of MSW from auto tipper to compactor will takes place in the concession area, only.

6. **Consultant for Mass Awareness Programme:** The Consultant may be of Indian origin but must, be of International repute.

7. **Use of Cycle Rickshaw & Wheel Barrows:** The bidder can use Rickshaw/ Wheelbarrow etc. only in those area(s) where the auto tipper can not reach, that too with prior approval of MCD, only.

The quantity of Rickshaw/ Wheelbarrow etc. shall be bare minimum and as per the field requirements, only.

8. **Operation & Maintenance of the Dust Bin/Dhalao:** The bidder shall maintain the dust bin/Dhalao/open site during the transition period and shall also be allowed put advertisement at the 50% wall surface of the dust bin/Dhalao. No advertisement above the dust bin/Dhalao [roof]. Not even balloon.

The bidder shall handover [back] the dust bin/Dhalao (s) to the MCD, in phases, as mentioned in the RfP. However, the bidder shall prepare a list of dust bin/Dhalao (s) to make non-functional [in

stages as mentioned in the RFP] in consultation with IC and the Engineers of MCD. However, if the bidder is failed to achieve the time line then he/she shall be fined @ Rs 5000/- per day per default in making non-functional/handover back of dust bin/Dhalao (s) in the concession area.

However, the advertisement at the dust bin/Dhalao site(s) shall be undertaken through the registered contractor, in the matter with MCD, only.


The bidder shall be liable to pay advertisement tax to the MCD as per the provisions of DMC Act 1957.

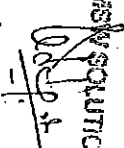
No advertisement at the transfer station or the processing site.

9. **Performance guarantee:** The Bank Guarantee shall initially be valid for two years. Thereafter it will be renewed by the bidder for another two years, well before the expiry of its term, so that the BG remains valid for entire concession period. However, if bidder fails to get the Bank Guarantee renewed in time, then he/she will be fined Rs. 1.00 lac per day for the default period.

10. **Rag Pickers working in the concession area:** The bidder has to engage required man power from open market for successful implementation of the project. In our opinion the Safai Karamcharies engaged by various residents and the rag pickers [working in the areal] may be considered as potential worker by the bidder [for the purpose] to ensure smooth implementation of the project.

11. **Service Tax:** If service tax is applicable to such contract, then the rate quoted by the bidder shall also be inclusive of the same too, as all taxes/levies in the matter shall exclusively be borne by the bidder.


Authorized Signatory of BMR

FOR DELHI NSR SOLUTIONS

Authorized Signatory

FORMAT FOR FINANCIAL PROPOSAL.

Tipping Fee Outflow:

Tipping Fee Outflow: Inert Material to be land filled (not more than 25 % of waste Quantity entering to the processing and Land Fill Site) [MSW and Sweeping silt to be weighed at location "A"].

MSW and Sweeping silt Entering to the Processing and Land Fill Site at Narela Bawana (TPD) (A)	Proposed Tipping Fee (Rs. per MT of Waste Collected "A") (To be provided in Words as well as in figures) (C)	Tipping Fee Outflow, payable by MCD to the Bidder, from nineteenth months onward of operation (D) = 365 ¹ x A x C
700 - 1000 ²		
Third Phase		

The bidder shall quote his/her rate [tipping fee] i.e. "A"; the rates for Stage-I and for stage II shall be worked out [automatically] as given below:

Stage I:

Implementation period [from the 91st day and up to 18 month of signing of agreement]; for collection and transportation of MSW and Sweeping Silt from concession area to the Bhalswa Land Fill Site i.e. "0.50 x A".

Stage II:

From 1st day of Nineteenth month to last day of 20th year for collection and transportation of MSW and Sweeping Silt from concession area to the Narela Bawana Site, processing the MSW and Land Filling of inert in the Engineered Land Fill Site i.e. "A".

There will be no escalation in the Tipping Fee during first three years. The Tipping Fee Rate would be increased by 3.5 % per annum, after wards. Means the tipping from 1st day of 4th year will be 1.035 A, from 1st day of 5th year will be 1.07 A and so on.

Note:

- Inert Material to be landfilled shall not be more than 25% of the garbage entering to the Processing and Land Fill site, as set out in the Technical Proposal [in third phase].
- In case of a discrepancy between the Proposed Tipping Fee expressed in figures vis-à-vis the Proposed Tipping Fee expressed in words, the lowest shall govern.
- Tipping Fee Outflow, total Tipping Fee payable by MCD to the Bidder in third phase of operation, would be calculated as "D" above.
- In case of a leap year, the number of days in a year will be 366.

Name of The Bidder (Firm/ Company)

Type of Firm / Company :

Address / Tel NO. /Fax No. / E-mail if any

Names of Partners or Directors

Name Occupation Age

¹ Assumed only for calculation of the outflow from MCD to the bidder on an annual basis.

² Assumed only for calculation to be collected by the bidder. The actual quantum would vary depending upon the actual quantity of MSW collected by the bidder.

For DELHI MSW SOLUTIONS

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FORMAT FOR FINANCIAL PROPOSAL

Tipping Fee Outflow:

FIRST PHASE: Operations for door to door Collection and Transportation of MSW, in the concession area i.e. at least five ward from both the zones, should start from 121st day of signing of Concession Agreement and in complete concession area; within in 180th day of signing of the Agreement.

SECOND PHASE: The concessionaire shall complete all infrastructure work required for successful implementation of the project and shall start receiving the MSW at Processing and Land Fill Site; within in Eighteen Months.

THIRD PHASE: The concessionaire shall start receiving the MSW at Processing and Land Fill Site; from first day of Nineteenth-Months and onwards.

Tipping Fee Outflow: [for MSW and Sweeping silt to be weighed at location "A"]. Inert Material to be land filled (not more than 25 % of waste Quantity entering to the processing and Land Fill Site)

Up to SECOND PHASE, the concessionaire shall collect the MSW from Source and transport it to the SLF site namely Bhalswa and Okhala, only. Means up to SECOND PHASE, the concessionaire shall not process the MSW.

During THIRD PHASE, the concessionaire shall collect the MSW from Source and transport it to the Narela Bawana site and here it will be processed in compliance to MSW (M&H) Rules 2000 and only the inert material shall be filled up in the Engineered Land Fill Site to be set up by the concessionaire.

Therefore, the bidder shall quote his/her rate [tipping fee] "R" for third phase, only. The rate [tipping fee] payable to the bidder by MCD, during FIRST PHASE & up to SECOND PHASE shall automatically be " $0.50 \times R$ ".

Tipping Fee [R]: Rs...../MT

There will be no escalation in the Tipping Fee during first three years. The Tipping Fee Rate would be increased by 3.5 % per annum, after wards. Means the tipping from 1st day of 4th year will be 1.035 A, from 1st day of 5th year will be 1.07 A and so on.

Note:

1. Inert Material to be land filled shall not be more than 25% of the MSW entering to the Processing and Land Fill site, as set out in the Technical Proposal [during third phase].
2. In case of a discrepancy between the Proposed Tipping Fee expressed in figures vis-à-vis the Proposed Tipping Fee expressed in words, the lowest shall govern.
3. In case of a leap year, the number of days in a year will be 366.

Name of the Bidder (Firm/ Company)

Type of Firm / Company:

Address / Tel NO. / Fax No. / E-mail if any

Names of Partners or Directors

Name Occupation Age

For DELHI MSW SOLUTIONS LTD.

Authorised Signatory

Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

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**REQUEST FOR QUALIFICATION
DOCUMENT**

**PUBLIC PRIVATE PARTNERSHIP
PROJECT IN
COLLECTION, TRANSPORTATION, TREATMENT AND DISPOSAL
OF
MUNICIPAL SOLID WASTE
IN
SELECT MCD ZONES**

June, 2008

For DELTA MSW SOLUTIONS LTD.

En. Engineer (DEMSHIT)
Municipal Corporation of Chennai


Authorised Signatory

Disclaimer

The information contained in this Request for Qualification ("RFQ") document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the Municipal Corporation of Delhi (MCD) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFQ document and any other terms and conditions subject to which such information is provided.

This RFQ document is not an agreement and is not an offer or invitation by the MCD to any other party. The purpose of this RFQ document is to provide interested parties with information to assist the formulation of their Application for Qualification. This RFQ document does not purport to contain all the information each Applicant may require. This RFQ document may not be appropriate for all persons, and it is not possible for the MCD, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ document. Certain Applicants may have a better knowledge of the proposed Project than others. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFQ document and obtain independent advice from appropriate sources. MCD, its Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFQ document.

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


Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

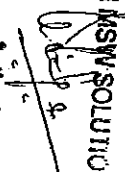
For DELHI MSW SOLUTIONS LDC.

Authorised Signatory

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Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

FOR DELHI DEWS SOLUTIONS LTD.
Authorised Signatory

1. INTRODUCTION
1.1 Project Background

The city of Delhi had a population of 13.8 million as per 2001 Census. The projected population for 2008 with a decadal growth rate of 3.87% is 16.51 million and for 2021 would be 22 million. The present generation of municipal solid waste within the municipal area is 6500 tons per day (TPD), which is projected to be 20000 TPD by the year 2021. The Municipal Corporation of Delhi (MCD) is among the largest municipal bodies in the world providing civic services to an estimated population of 16.9 million citizens in the capital city of India. Within its jurisdiction are some of the most densely populated areas in the world.

MCD has been providing services for collecting, transporting, treating and disposing solid waste for the city. Delhi is estimated to generate more than 6500 tonnes of waste every day. The garbage generation in Delhi is likely to increase to 20000 Tonnes per day by the year 2021.

The City of Delhi is divided into 12 Zones. Each zone extends to the areas comprised in the wards specified for the zone. The present system of collection, transportation and disposal of waste poses multifold problems in providing timely quality, aesthetic, clean and hygiene services. In spite of employing a huge workforce and a battery of owned and operated vehicles for the service at large costs, the present level of service is far from users' satisfaction.

MCD is keen on substantially improving the quality of service delivery for waste management activities in the MCD area and wishes to seek private sector participation for collection and transportation of MSW. The collection and transportation activities of MSW in six zones of MCD, namely West zone, South zone, Central zone, Sadar Paharganj zone, Karol Bagh zone and City zone have been awarded to three private operators on a Design, Procure, Build, Operate, Maintain & Transfer (DPBOMT) basis.

MCD now wishes to seek private sector participation for collection and transportation, treatment and disposal of MSW in selected parts of the city, namely

Civil Lines Zone and Rohini Zone
and

Vasant Kunj, Dwarka-Pappankala & Ward no.164 and 165 of South Zone

The present RfQ is for pre-qualification of prospective bidders for collection and transportation, treatment and disposal of MSW for the select zones.

1.1.1 Vision of MCD

MCD plans to make Delhi a world class clean and green city, which is environmentally and economically sustainable. This project is being executed with technical support of the Clinton Climate Initiative (CCI) in partnership with TERI (The Energy and Research Institute).

1.1.2 Developmental objectives:

The Municipal Corporation of Delhi is desirous of streamlining the management of municipal solid waste within its jurisdiction in compliance with the 'Municipal Solid Waste (Management and Handling) Rules, 2000'. The Corporation is planning to initiate integrated management of 1200 TPD (expandable to 2000) municipal solid waste project in a designated area comprising following zones

Civil Lines Zone and Rohini Zone
and

Vasant Kunj, Dwarka-Pappankala & Ward no.164 and 165 of South Zone

The approximate MSW generation is about 1200 MT/day. It is expected that MSW generation will increase with population growth in Delhi:

Getting adequate land in Delhi for appropriate disposal of municipal solid waste has been extremely difficult. At the same time efficient management of municipal solid waste in compliance of the 'Municipal Solid Waste (Management and Handling) Rules, 2000' is mandatory. Therefore MCD intends to develop optimal measures through combination of mechanical, biological and thermal / chemical processes to minimize the waste material going to the sanitary landfill. The proposed system should be sustainable technically and financially and also acceptable socially.

MCD is also desirous of making Delhi a 'bin-free' city. For this purpose, door-to-door collection (doorstep collection) would be introduced in this project. It is also aimed at inculcating the habit of primary segregation at source in the project area and secondary segregation at Treatment facility.

To improve efficiency and effectiveness of handling of municipal solid waste management, MCD has decided to award a combined work, tending to an integrated system to one private operator or suitable consortium thereof.

For DELHI MSW SOLU...

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Concession period: 20 years from the date of acceptance of commercial operation

The purpose of this project would be to create an efficient and effective garbage collection, transfer, treatment and disposal system in Delhi, with the following objectives:

1. Ensure clean and hygienic disposal of Municipal Solid Waste in the selected zones of MCD.
2. Improve productivity of man, materials and equipment
3. Promote economic operations of services
4. Promote and protect quality of and sustainability of the Urban Environment

Scope of work

The work would comprise the following items:

1. Doorstep collection (Segregated, Municipal Solid Waste) from the designated area
2. Transportation of the collected waste in segregated form in Compactor, to Processing Facilities
3. Construction, operation and maintenance of Waste Transfer Stations
4. Management of Construction and Demolition Debris
5. Setting up of appropriate integrated processing facility in consonance with the characteristics of the waste and compliance of the applicable rules
6. Setting up of an Engineered sanitary landfill (SLF) site.

The selected BOT operator would have to receive waste starting 1200 TPD in the year 2008, which would go on increasing at the rate of 2.6 % per annum (approximately) till 2028 (during 20 years concession period).

Till the commissioning of the processing and disposal facilities, the selected concessionaire would be allowed to deposit the collected waste in the existing dumpsite being operated by MCD and will be paid tipping fee accordingly.

Segregated collection would be implemented in tandem with the commissioning of the processing and disposal facilities.

1.3 Financial and Technical Details

Change of Processing Technology:

It is envisaged that due to rise in MSW quantity reaching the Site over the years with no scope of expansion of the site and possible change in waste characteristics, there may be a need to have change in technology for processing and disposal of MSW. The Bidder will be allowed the option of change in technology after a period of 10 years. Bidder will be permitted to propose modification in the waste management plan giving full details of the same to MCD. After due examination of the same MCD may permit the proposed revision on mutually acceptable terms.

Tipping fee:

Tipping fee would be paid on the total waste brought at the Engineered SLF Site. Incentive will be given in tipping fee if the percentage of waste going to SLF is less than the maximum allowed. Similarly penalty in tipping fee will be imposed if the percentage of waste going to SLF is more than the maximum allowed. Any additional expenditure incurred due to land filling more than maximum allowed waste would not be reimbursed by the MCD. Details of the mechanism of tipping fee will be provided in the RFP. Tipping fee will also be linked to the All India Consumer Price Index- Industrial Workers in India, on the basis of which Dearness Allowance is declared for Central Govt. Employees, but under this contract it shall be neutralised to the bidder on yearly basis. The BOT operator shall make his own study for the composition of the MSW in Delhi and shall quote his rates accordingly. The MSW composition mentioned in Annexure "2" is tentative and for guidance only.

Sharing of Risks by MCD:

An Escrow account titled "MCD Escrow Account for Narela-Bawana Project" will be opened with a scheduled bank. Through this account MCD shall pay the tipping fee to the concessionaire. After meeting the performance criteria mentioned in the concession agreement, monthly payments will be made from this account to the project proponent. Tipping fee will be linked to the All India Consumer Price Index- Industrial Workers in India, which is a monthly phenomenon, on the basis of which Dearness Allowance is declared for Central Govt. Employees, but under this contract it shall be neutralised to the bidder on yearly basis. MCD, Concessionaire and the Scheduled bank shall enter into an Escrow agreement that would govern the operation of the MCD Escrow account.

The revenues from Carbon credits from the operation of facilities would also accrue to the same Escrow account and will be divided between the Concessionaire and MCD as per the concessionaire agreement.

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3. Whether the products meet the respective stipulated standards
4. Whether all the environmental parameters mentioned in the MSW (M&H) Rule 2000 are complied with
5. Final destination and tonnage of products diverted for recycling, composting and land filling.

7 Final disposal

Score charts (monthly) for:

1. Total quantity disposed in the SLF and percentage of the total quantity land filled with respect to the total waste received
2. Whether the environmental conditions and the applicable rule is complied with
3. Maintenance of the SLF
4. Tabulation of landfill volume used during the month and a calculation showing remaining capacity of the landfill.

1.5 Brief Description of Bidding Process

1.5.1 The evaluation of the bidders will be based on their financial and technical capabilities. The bidders/consortium will have to qualify separately on each of these criteria. MCD intends to adopt a 2-stage process for selection of the preferred bidder for the Project. The first stage of the process involves Qualification of interested parties (Applicants).

1.5.2 During the Qualification stage, Applicants would be required to furnish the information specified in this RfQ Document.

1.5.3 This RfQ deals with the first stage (Qualification Stage) and at the end of this stage MCD expects to announce a shortlist of suitable Applicants for the next stage (Proposal Stage), who would then be invited to submit detailed proposals (Proposal) in respect of the Project in accordance with a Request for Proposal (RfP) Document.

1.5.4 During the Proposal Stage, short listed Applicants (Bidders) would be expected to examine the Project in further detail, and to carry out such studies as may be required to submit Proposals for the implementation of the Project.

1.5.5 As part of the RfP, MCD would provide the Draft Concession Agreement and other information pertaining/ relevant to the Project available with it.

1.5.6 The BOT operator (the finally selected Bidder) in case the Concession is awarded to it, would be entitled to receive fixed monthly payments (Concession fee) from MCD.

1.5.7 Further details of the process to be followed at the Proposal Stage would be spelt out in the RfP Document (to be provided to short listed Applicants).

1.6 Schedule of Bidding Process

MCD would endeavour to adhere to the following schedule:

Event Description Date

Qualification Stage

1. Last date for receiving queries Aug....., 2008 (in writing, in the office of Executive Engineer (DEMS), Room No. - 29, Gate No. - 4, Ambedkar Stadium, Delhi Gate, Delhi - 110002.
Phone: 91-11-23701299, Fax: 91-11-23724301

2. MCD's response to queries latest by Aug....., 2008.

3. Application due Date Aug., 2008 by 15:01 hrs IST

Authorised Signatory

For DELHI MSW SOLUTIONS LTD.

The Engineer (DEMS)-II
Executive Engineer (DEMS)-II
Ambedkar Stadium, Delhi Gate, Delhi

3. Whether the products meet the respective stipulated standards
4. Whether all the environmental parameters mentioned in the MSW (M&H) Rule 2000 are complied with
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Phone: 91-11-23701299, Fax: 91-11-23724301

2. MCD's response to queries latest by Aug....., 2008.

3. Application due Date Aug., 2008 by 15:01 hrs IST

1. Partner (DEMS)-
Executive Engineer (DEMS)
Arbedkar Stadium of Delhi

Authorised Signatory

For DELHI MSW SOLUTIONS LTD.

2. INSTRUCTIONS TO APPLICANTS
A. General

2.1 Scope of Application

2.1.1 MCD wishes to receive Applications for Qualification to shortlist experienced and capable Applicants for the RFP stage.

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2.1.2 Successful Applicants would be subsequently invited to submit the Proposal in respect of the Project.

2.2 Eligible Applicants

2.2.1 The Applicant may be a single entity or a group of entities (hereinafter referred to as Consortium), coming together to implement the Project. The term Applicant used hereinafter would therefore apply to both a single entity and/or a Consortium.

2.2.2 The purchaser of the RfQ Document must be the Applicant itself or a member of the Consortium submitting the Application.

2.2.3 The Applicant should submit a Power of Attorney as per the format enclosed at Appendix 2A, authorising the signatory of the Application to commit the Applicant.

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

- ? Number of members in a consortium would be limited to four (4);
- ? The Application should contain the information required for each member of the Consortium;
- ? One of the Consortium members should have purchased the RfQ document from MCD;
- ? The Application should include a description of the roles and responsibilities of individual members;
- ? An individual Applicant cannot at the same time be member of other Consortium applying for this Project. Further, a member of a particular Consortium cannot be member of any other Consortium applying for this Project; an undertaking towards this end needs to be submitted by all members.

Members of the Consortium shall nominate one member as the Lead Member. The nomination(s) shall be supported by a Power of Attorney as per the format enclosed at Appendix 2B signed by all the members. The Lead Member shall be required to meet the criteria specified in Clause 3.6.

Members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of making the Application and submitting a Proposal in the event of being short-listed. The MoU shall, inter alia, also convey the intent to form a joint venture company, with shareholding commitment(s) in accordance with Clause- 3.6 of this RfQ, which would enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium. The MoU shall also clearly outline the proposed roles and responsibilities of each member at each stage. A copy of the MoU should be submitted with the Application.

2.2.5 Any entity which has been barred or disqualified by MCD, Central Govt, State Govt. and any other Govt. Department/Semi-Government Department/ Govt. Autonomous bodies from participating in MCD projects (BOT or otherwise) and such disqualification subsists as on the Application date, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.3 Change in Consortium composition

2.3.1 Any change in the composition of a Consortium may be permitted by MCD during the RFP stage only where:

- (a) the modified Consortium would continue to meet the Qualification criteria for Applicants;
- (b) the proposed changes do not bring down the number of Applicants below a critical minimum considered necessary by MCD to preserve the spirit of competitive bidding; and
- (c) the new member(s) expressly adopt(s) the Application already made on behalf of the consortium as if it were a party to it, originally.
- (d) Interchange of members between the consortiums will not allow after RfQ stage. Only member not part of any consortium can be added during the RFP stage.

2.3.2 Approval for change in the composition of a Consortium shall be at the sole discretion of MCD and must be approved by MCD in writing.

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Ex Engineer (DEMS)-II
Municipal Corporation of Delhi

Authorized Signatory

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2.3.3 The modified Consortium would be required to submit a revised Memorandum of Understanding (MoU).

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2.4 Number of Applications

Each Applicant shall submit only one (1) Application, in response to this RfQ. Any Applicant, which submits or participates in more than one Application either individually or as part of a Consortium will be disqualified and will also cause the disqualification of the Consortium of which it is a member. An undertaking towards this end needs to be submitted by all Applicants.

2.5 Application Preparation Cost

The Applicant shall be responsible for all of the costs associated with the preparation of its Application and its participation in the Qualification process. MCD will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Qualification process.

2.6 Project Inspection and Site Visit

2.6.1 It is desirable that each Applicant submits its Application after inspecting the sites and locations; and ascertaining for itself the location, surroundings, access, transport, right of way or any other matter considered relevant by it.

2.6.2 It would be deemed that by submitting the Application, Applicant has:

- a. made a complete and careful examination of the RfQ, and
- b. received all relevant information requested from MCD.

2.6.3 MCD shall not be liable for any mistake or error on the part of the Applicant in respect of the above.

2.7 Right to Accept any Application and to Reject any or all Applications

Notwithstanding anything contained in this RfQ, MCD reserves the right to accept or reject any Application and to annul the bidding process and reject all Applications / Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

B. Documents

2.8 Contents of RfQ

The RfQ Document comprises the contents as listed below, and would additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

Section 1, Introduction
Section 2, Instructions to Applicants
Section 3, Criteria for Evaluation

Appendices

- 1 Project Profile
- 2A Format for Power of Attorney for signing of Application
- 2B Format for Power of Attorney for Lead Member(s) of Consortium
- 3 Format for Details of Applicant
- 4 Format for Letter of Application
- 5 Format for Qualification Criteria Evaluation of the Applicant
- 6 Format for Financial Capability Evaluation of the Applicant
- 7 Information on Treatment & Disposal Site

2.9 Clarifications

A prospective Applicant requiring any clarification on the RfQ document may notify MCD in writing. MCD will respond to any request for clarification received as per bidding schedule. The responses will be sent by fax, if fax numbers of the Applicants are available, otherwise responses will be posted on the website www.mcdonline.gov.in. Copies of MCD's responses will be forwarded to all those who have purchased the RfQ Document and to those who have downloaded the RfQ Document from website and have duly intimated to MCD their particulars including address for communication by fax (Registered Applicants) and would include a description of the enquiry without identifying its source.

Written Clarifications should be sought from:

Executive Engineer (DEMS) III
Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS L.T.D.

Dr. H. Jagan (DEMS)-II
Municipal Corporation of Delhi

Authorised Signatory

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Room No. - 29, Gate No. - 4
Ambedkar Stadium, Delhi Gate

Delhi - 110002, India
Phone: 91-11-23701299
Fax: 91-11-23724301
E-mail:

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2.10 Amendment of RfQ

2.10.1 At any time prior to the deadline for submission of Application, MCD may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RfQ Document by the issuance of Addenda. Such Addenda posted on the website www.mcdonline.gov.in.

2.10.2 Any Addendum thus issued will also be sent in writing to all those who have purchased the RfQ Document and to the Registered Applicants.

2.10.3 In order to afford the Applicants a reasonable time in which to take an Addendum into account, or for any other reason, MCD may, at its discretion, extend the Application Due Date.

C. Preparation and Submission of Application

2.11 Language

The Application and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Applicant with the Application may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

2.12 Currency

The currency for the purpose of the Application shall be the Indian Rupee (INR). The conversion to Indian Rupees shall be based on the closing exchange rate published by the Reserve Bank of India. In all cases where the original figure is in foreign currency, such original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. MCD, however, reserves the right to use any other suitable exchange rate for the purpose of uniformly evaluating all Applicants.

2.13 Validity of Application

Applications shall remain valid for a period of one year from the Application Due Date (Application Validity Period). MCD reserves the right to reject any Application, which does not meet this requirement.

2.14 Extension of Validity of Application

In exceptional circumstances, prior to expiry of the original Application Validity Period, MCD may request Applicants to extend the Application Validity Period for a specified additional period.

2.15 Format and Signing of Application

2.15.1 The Applicant would provide all the information as per this RfQ. MCD would evaluate only those Applications that are received in the required format and are complete in all respects.

2.15.2 The Applicant shall prepare one (1) original of the documents comprising the Application and clearly marked "ORIGINAL". In addition, the applicant shall make one (1) copy of the Application, clearly marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

2.15.3 The Application and its copy shall be typed or written in indelible ink and each page shall be initialed by the Applicant. All the alterations, omissions, additions, or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

2.16 Sealing and Marking of Applications

2.16.1 The Applicant shall seal the original and copy of the Application in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY" and also marking on the envelopes the Serial Number indicated in the RfQ document purchased from MCD. The envelopes shall then be sealed in an outer envelope also clearly mentioning the Serial Number of the RfQ document purchased from MCD, on the front of the outer envelope.

2.16.2 Each envelope shall contain:

- a) Letter of Application stating clearly the validity of the application as in Appendix 4;

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b) Details of Applicant (In case of a Consortium this would need to be provided by the Lead Member and other members of the Consortium) in the prescribed format (Appendix 3) along with supporting documents;

c) Power of Attorney as per the format enclosed at Appendix 2A;

d) Power of Attorney as per the format enclosed at Appendix 2B, in case of Consortium;

e) Copy of the MoU in case of a Consortium;

f) Completed Format for Qualification Criteria Evaluation as in Appendix 5, along with supporting documents;

g) Completed Format for Financial Capability Evaluation as in Appendix 6, along with supporting documents;

h) In case of a Consortium, an undertaking from each member of Consortium certifying that it is an exclusive member of that particular consortium alone and not a member of any other consortium nor an independent applicant, bidding for this project and has submitted only one (1) Application in response to this RfQ; and

i) Bank Draft/Pay Order for an amount of Rs. 50,000 (Rupees Fifty thousand) [non-refundable] in favour of Commissioner, Municipal Corporation of Delhi, towards the cost of RfQ Document (In case the same has been downloaded from the website). In case the document is purchased from MCD, a photocopy of the receipt of the payment is to be enclosed.

2.16.3 The envelopes shall be sealed and should clearly bear the following identification:
"Application for Qualification for PPP Project in MSW Collection, Transportation, Treatment and Disposal"

2.16.4 The envelope shall be addressed to:

ATTN. OF: Executive Engineer (DEMS) III

Municipal Corporation of Delhi

Room No. - 29, Gate No. - 4

Ambedkar Stadium, Delhi Gate

Delhi - 110002, India

Phone: 91-11-23701299

Fax: 91-11-23724301

E-mail:

2.16.5 If the envelope is not sealed and marked as instructed above, MCD assumes no responsibility for the misplacement or premature opening of the contents of the Application submitted.

2.17 Application Due Date

2.17.1 Applications should be submitted before 1501 hours IST on July 2, 2008 (the Application Due Date), at the address provided in Clause 2.16.4 in the manner and form as detailed in this RfQ. Applications submitted by either facsimile transmission or telex will not be acceptable.

2.17.2 MCD may, in exceptional circumstances, and at its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Applicants.

2.18 Late Applications

2.18.1 No applications received after the Application Due Date and time shall be accepted by MCD.

D. Evaluation of Application

2.19 MCD would open the Applications on any working day within 21 days after informing the contractors to be present, if they want so, at the time of opening the applications of the Application Due Date for the purpose of evaluation.

2.20 MCD would subsequently examine and evaluate Applications in accordance with the criteria set out in Section 3.

2.21 MCD reserves the right to call for supporting documentation to verify the data provided by applicants, at any time during the bidding process. The Applicant in such cases would need to provide the requested clarification / documents promptly and within one (1) weeks of the request to the satisfaction of the MCD, failing which the applicant is liable to be disqualified at any stage of the bidding process.

2.22 MCD reserves the right to reject any Application if:

- (a) at any time, a material misrepresentation is made or uncovered; or
- (b) the Applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Application.

For DELHI MSW SOLUTIONS LTD.

Authorised Signatory

Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

2.24 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed Applicants shall not be disclosed to any person not officially concerned with the process. MCD will treat all information submitted as part of Application in confidence and would require all those who have access to such material to treat the same in confidence. MCD will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

2.25 Tests of responsiveness

2.25.1 Prior to evaluation of Applications, MCD will determine whether each Application is responsive to the requirements of the RfQ. An Application shall be considered responsive if the Application:


- a. is received /deemed to be received by the Application Due Date including any extension thereof pursuant to Clause 2.17.2.
- b. is signed, sealed and marked as stipulated in Clause 2.15 and Clause 2.16.
- c. has the serial number of the purchased RfQ document clearly written on the envelopes as in Clause 2.16.1
- d. is accompanied by the Power(s) of Attorney as specified in Clause 2.2.3.
- e. contains all the information as requested in the RfQ, including Appendix 5 and 6.
- f. contains information in formats same as those specified in this RfQ.
- g. mentions the validity period as set out in Clause 2.13.
- h. is accompanied by the MoU (for Consortium) as stipulated in Clause 2.2.4(e).
- i. contains an undertaking from each member of a consortium certifying that it is an exclusive member of that particular consortium alone and not a member of any other consortium nor an independent applicant, bidding for this project and has submitted only one (1) Application in response to this RfQ.
- j. is accompanied by payment towards cost of the RfQ document in case the same has been downloaded or a photocopy of the receipt of payment in case the RfQ document is purchased from MCD.

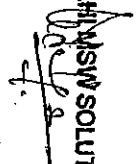
2.25.2 MCD reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MCD in respect of such Applications.

E Short listing and Notification

2.27 After the evaluation of Applications, MCD would announce a short list of successful Applicants (Short listed Applicants). The Short listed Applicants would be notified in writing by MCD, as soon as possible. No intimation however will be sent to applicants who have not been short listed.

2.28 The Short listed Applicants would be requested to submit a detailed Proposal in the form and manner to be set out in the RFP Document.


Mr. Engineer (DEMS)-II
Municipal Corporation of Delhi


For DELHI MSW SOLUTIONS LTD.
Authorised Signatory

3. CRITERIA FOR EVALUATION

3.1 Evaluation Parameters

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

- (a) Related Experience
- (b) Financial capability in terms of
 - (i) Turn Over
 - (ii) Net worth
 - (iii) Net cash accruals

3.1.2 On each of these parameters, the Applicant would be required to meet the evaluation criteria as detailed in this Section 3.

3.2 Eligible Experience (Qualification Criteria)

Applicant's experience shall be measured in terms of the following parameters and its exposure in the particular field:

Collection of garbage -

- ? The company/ consortium must have experience in Collection of MSW for at least 2 years for minimum collection of 250 TPD.
- ? Should have a dedicated band of trained manpower who can handle this activity efficiently.

Processing -

- ? Have built, constructed and operated processing facility of municipal garbage for minimum 2 years, out of which at least one plant should be of 250 TPD capacity of either composting or RDF or an integrated facility.
- ? Should have adequately qualified and experienced staff (suitable for the technology options chosen).

Disposal -

- ? Have built, constructed and operated at least one Engineered landfill (complete with bottom liner, formation of daily cells covered with daily soil cover, equipped with gas collection/flaring systems and leachate collection and treatment system), having the capacity to handle minimum 250 TPD of Solid Waste, for at least a period of two years,

Note: The company/ consortium must satisfy all the three criteria mentioned above.

The Bidder will provide information on the technical capability in the format specified in the Appendix 5 to this RFQ document. The Bidder will be required to provide copies of the relevant documents in support of the same. As evidence of prior experience, the Bidder must submit previous projects (name and location) and contact names and phone numbers of all solid waste management/planning projects.

References shall be provided for all relevant engagements, with:

- 1. Name of the project
 - 2. Dates of the engagement
 - 3. A brief description of the nature of the engagement and the specific role of the bidder.
 - 4. A brief description of the results achieved
 - 5. Client and reference contact information (names of contact persons and current phone numbers) are required.
- The City (or MCD) reserves the right to check the references provided.

3.3 Details of Experience

3.3.1 In case the Applicant is a Consortium the Lead Member, along with the associate Member(s) (Whom the Consortium shall have nominated for the purposes) should, between them, satisfy all of the Qualification Criteria set out above.

3.3.2 The information required for the Qualification Criteria evaluation should be submitted by the Applicant in the formats enclosed as Appendix 5.

3.3.3 The Applicant should furnish adequate and satisfactory evidence to support its claim as per Appendix 5.

3.3.4 Unsupported Claims of experience will not be considered for evaluation

3.4 Financial Capability

3.4.1 Financial capability of the Applicants would be evaluated on the basis of the following:

- (a) Annual turn over in last three years (Details to be filled up as per Appendix 6).

For DELHI MSW SOLUTIONS L.L.

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(b) Net worth as at the end of the most recent Financial Year (Details to be filled up as per Appendix 6)

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(c) Aggregate net cash accruals for the last two Financial Years (Details to be filled up as per Appendix 6)

The Applicants should provide information regarding the above based on audited annual accounts. The financial year would be the same as the one normally followed by the Applicant for its Annual Report.

3.4.2 The Application must be accompanied by the audited Balance Sheet and Profit and Loss Account of the Applicant (or the Lead Member and of the other associate Member(s) whom the Consortium shall have to nominate for the purposes whose details are provided in Appendix 6, as the case may be, in case of a consortium) for the last two (2) Financial Years.

3.5.2 In case the annual accounts of the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Applicant may provide the un-audited Annual Accounts (with Schedules) for the latest financial year. The Applicant would have to provide the Audited Annual Financial Statements for the two years, preceding the latest financial year, which would be used for the purpose of evaluation of the Application. In case the Applicant fails to provide such Audited Financial Statements and certificate from statutory auditor specified herein above, the Application will be rejected as non-responsive.

3.5 Evaluation Criteria for Financial Capability

3.5.1 For the purpose of Qualification, an Applicant would be required to demonstrate the Threshold Financial Capability measured on the following criteria:

- The company/ consortium should have minimum average annual turn over of Rs. 400 Million in last three years,
- Net worth, as at the end of the most recent Financial Year shall be at least equal to Rs. 50 Million; and
- Aggregate net cash accruals for the last two Financial Years shall be at least equal to Rs. 50 Million;
- None of the consortium member should be a defaulter to any bank or financial institution during the last three years preceding this RFQ submission for any loan or other financial transaction. The bidder shall attach the insolvency certificate from the bank.

3.6 Special Conditions for a Consortium

3.6.1 In the case of a consortium as in Clause 2.2.4 (f), Lead Member, would need to be experienced in handling of MSW Waste as per MSW (M&H) Rules 2000 or equivalent and will present its Projects / assignments for Qualification Criteria evaluation. Besides the Lead Member, a maximum of three (3) other consortium members (such of these members referred to as associate Member(s)) could be presented by the Consortium for consideration of their projects/assignments also for the Qualification Criteria evaluation. In such a case the Lead Member as the case may be, along with the associate Member(s) should satisfy the Qualification Criteria.

3.6.2 For Financial Capability assessment of a consortium the Lead Member, as the case may be, would need to present its net worth and net cash accruals for Financial Capability evaluation. The net worth and net cash accruals would be taken as an arithmetic sum of the net worth and net cash accruals of the Lead Member along with the associate Member(s) of the Consortium, as applicable.

The Lead Member would be required to:

- Commit to hold a minimum equity stake equal to =51% of equity capital in the Consortium/ in the Project at all times during the Concession Period.

Consortium	
1 If Two Members	Lead Member: =51% of equity capital in the Consortium in the Project at all times during the Concession Period. Other Member: If his experience is used for qualification purposes, then he/she should hold minimum 26% of equity capital in the consortium for a minimum period of 5 years, after the Commercial Operation date (COD).
2 If Three Members	Lead Member: =51% of equity capital in the Consortium in the Project at all times during the Concession Period. Other Member: If his experience is used for qualification purposes, then he/she should hold minimum 15% of equity capital in the consortium for a minimum period of 5 years, after the Commercial Operation date (COD).
3 If Four Members	Lead Member: =51% of equity capital in the Consortium in the Project at all times during the Concession Period. Other Member: If his experience is used for qualification purposes, then he/she should hold minimum 10% of equity capital in the consortium for a minimum period of 5 years, after the Commercial Operation date (COD).

For DELHI MSW SOLUTIONS P. L.

Authorised Signatory 14

PROJECT PROFILE**1 Project Background**

Delhi is the capital city and one of the most important urban centers of India with an estimated State Domestic Product of GDP of Rs. 29,623 Crores, and a per capita income of approximately 3,000 USD (INR) per year in purchasing power parity terms. Municipal Corporation of Delhi (MCD) is among the largest municipal bodies in the world providing civic services to more than estimated population of 13.8 million. It is next only to Tokyo. Within its jurisdiction are some of the most densely populated areas in the world. Delhi is estimated to presently generate about 6,500 tonnes of waste every day. Estimates reveal that the waste generation will rise to 20000 TPD by 2021. The generation rate is about 450 to 500 grams/person/day, which is almost five times the national average.

Historically, MCD has been providing services for collecting, treating and disposing solid waste for the city. The present system however, poses multifold problems in providing timely quality, aesthetic, clean and hygienic services. In spite of employing a huge workforce and a battery of owned and operated vehicles for the service at huge costs, the present level of service is far from users' satisfaction.

Hence, with an objective of increasing efficiency and effectiveness of its waste management activities, the MCD has chosen to involve the private sector to carry out the activities of collection & transportation of waste. MCD believes that the project will accelerate its efforts towards efficient waste management in the city and would be a starting point towards creating an efficient and effective solid waste management system in the long run.

2. Current status of Solid waste Collection & Transportation in Delhi**2.1 Collection and Storage:**

Presently municipal solid waste collection in residential and commercial sites has two broad divisions. The first is the street sweeping services and the second is collection and transportation of Municipal Solid Waste. The street sweeping services and the resultant primary collection and transport to the nearest Dhalaos or waste bins is carried out by MCD Safai Karmacharis with equipment such as large brooms and hand carted wheel barrows.

For the door-to-door collection of waste, the registered colony associations or groups of residents employ waste collection services, mainly from the informal sector. The fees are collected from individual households. Presently, these garbage collectors engage in door-to-door collection and dump the collected waste into the Dhalaos. Most cases however these door-to-door collectors engage in a primary level segregation of waste where in they sort out some basic material such as paper, bottles etc from the garbage, which are sold independently to Kabadivalahs.

There are around 2,500 receptacles, which consist of approximately a thousand constructed Dhalaos, around 1,277 large dustbins and 275 open dump sites in all of Delhi. The typical dhalaos are approximately 4 by 6 meters in size. Locally employed garbage collectors cart collected household garbage and street sweeping waste to Dhalaos. These structures take on an average around 12 to 16 tons of garbage.

In most Dhalaos and dustbins, Rag pickers segregate the waste and collect certain non-biodegradable waste for recycling. The total waste forms between 3 to 4 truckloads of waste, which is collected throughout the day. Presently, a MCD Karamchari is employed at Dhalaos, to take care of proper unloading and loading of garbage and preventing animals/cattle from entering the Dhalaos. The Dhalaos presently are basic structures, which do not have a long life period. They are not scientifically designed and often also allow for leachate formation. Collection happens in these sites during the day either using loaders or with human support and carried to the final dumping site by MCD trucks.

2.2 Transportation:

There are nine workshops with a total fleet of 693 trucks and 163 front end loaders across the 12 MCD zones. Out of this fleet, 490 trucks and 95 loaders are in working condition. The three landfill sites - Bhalswa, Ghazipur and Okhla, cater to North/West East and Southern part in Delhi. Trucks move on schedules routes and proceed to the destined landfill site. These trucks are open and are covered with thick Tati Patti or tarpal to prevent falling of waste during movement of trucks.

3 MCD's approach to address the issue of modernisation of Municipal Solid Waste Handling in Delhi

In an effort to upgrade and better manage the Municipal Solid waste handling processes in Delhi, the Municipal Corporation of Delhi has decided to invite the Private Sector to help in a number of tasks including Collection and transport of Municipal Solid Waste and Treatment and Disposal of the Waste.

The Private Operators that it is seeking to collect and transport the waste in the select zones would need to therefore put together a futuristic transport system, which could as days go by increasingly handle

For DELHI MSW SOLUTIONS LTD.

Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

Authorised Signatory

segregated waste. It is also looking to increase the recycling of waste by allowing for a systematic sorting and segregation system to be operated by the same operator, in an effort to minimise the quantity of waste to be dumped and to realise as much value from waste as possible.

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The collection and transportation of MSW in six zones of MCD, namely West zone, South zone, Central zone, Sadar Patargani zone, Karol Bagh zone and City zone has already been awarded to three private operators on a Design, Procure, Build, Operate, Maintain & Transfer (DPBOMT) basis.

4 Developmental objectives of this particular Project:

The Corporation is planning to initiate integrated management of 1200 TPD (expandable to 2000 TPD) municipal solid waste project in a designated area comprising following zones

Civil Lines and Rohini zone

And

Vasant Kunj, Dwarka-Pappankala & Ward no.164 and 165 of South Zone

The approximate MSW generation is about 1200 MT/day.

Waste Composition (Approximate) [For Guidance Only]

Parameters	percentages.
Biodegradable	73.7
Recyclables	9.2
Inerts	10.8
Others	6.3
Bulk Density (kg/m ³)	327
Ash Content	15.3
C/N ratio	38

Moisture Content 47 %

The purpose of this project would be to create an efficient and effective garbage collection, storage, transfer, treatment and disposal system in Delhi based on the primary principles of:

1. Sorting at / or as close to the source of waste generation as possible, into two categories
(a) Biodegradable and
(b) Recyclables and other dry waste
2. Adherence to the Municipal Solid Waste (Management and Handling) Rules, 2000.
3. Maximising value recovery from sale of recyclables
4. Containerisation (covered), colour coding, and careful monitoring of waste generation, collection and transportation
5. Minimising displacement of existing waste workers formal and informal
6. Minimising dumping of recyclables in the Sanitary Landfill

The approach of MCD would be to upgrade the system over a period of time through increasingly stringent performance criteria in a phased manner. This approach it is hoped will provide the following benefits:

1. Ensure clean and hygienic disposal of Municipal solid waste in the selected zones.
2. Improve productivity of man, materials and equipment
3. Promote economic operations of services
4. Promote and protect quality of and sustainability of the Urban Environment

5 Scope of Project

The work would comprise the following items:

1. Doorstep collection (Segregated, Municipal Solid Waste) from the designated area
2. Transportation of the collected waste in segregated form in compactors, to Processing Facilities Compactor

For DELHI MSW SOLUTIONS L. ...

Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

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Authorised Signatory

3. Construction, operation and maintenance of Waste Transfer Stations
4. Management of Construction and Demolition Debris
5. Setting up of appropriate integrated processing facility in consonance with the characteristics of the waste and compliance of the applicable rules
6. Setting up of an Engineered sanitary landfill (SLF) site.

The selected BOT operator would have to receive waste starting 1200 TPD in the year 2008, which would go on increasing at the rate of 2.6% per annum (approximately) till 2028 (during 20 years concession period).

Door-step collection:

The collection service has to start with door-to-door pick up of source-segregated garbage (biodegradable and non-biodegradable) in a two-bin colour coded system and a sound Management Information System (MIS) based monitoring mechanism, aimed at 100% waste pick up.

The colour coding of the bins (and also of the corresponding transporting vehicles) have to be as per the MSW (M&H) Rule 2000—green for bio-degradable waste, white for recyclable waste and black for other waste.

Efficiency has to be achieved by deployment of mechanized system. Manual systems will be allowed only on those roads where mechanical system may not be feasible either due to bad conditions of roads or less right of way. The project proponent is required to give an indicative flow-sheet with this RFPQ (showing the capacity and type of vehicles to be employed) and a detailed flow-sheet later at the RFP stage.

Transportation of MSW:

In view of the large area and long road network, one transfer stations for each zone is proposed. The waste collected from the doorsteps is brought to the transfer station if required, where it is shifted to larger bins and / or transfer trailers. Bulk refuse carriers would be deployed to take the MSW transferred in these large bins and or transfer trailers to the site for processing and disposal. Collection vehicles operating in the areas between the disposal site and the nearest transfer station may be sent directly to the disposal site (site for processing and disposal).

Different types of waste would be transported in different vehicles which would also be colour coded as above to the transfer station. From the transfer stations, different types of waste would be sent to respective destinations for further processing and final disposal.

The transportation service has to be based on Geographic Positioning System (GPS) system and a sound MIS based monitoring mechanism. All the vehicles would be fitted with GPS tracking equipment. The GPS system would be accessible from the Urban Local Body (ULB) control room, also. The ULB Control room shall be set up by the BOT Operator.

Transfer stations:

The operator would have to build 2 nos. of transfer stations, one in each zone. Land would be provided by the MCD on lease for the duration of this concession. The transfer stations would be designed for all weather operations and would be environmentally compatible for proximity to inhabited localities. Therefore, these would have the following components:

1. Adequate space for all operations within the premises of the transfer station, which would have solid wall fencing of minimum 2 m height
2. Operations within the transfer station would be under cover, so that dust and noise could be effectively controlled. At the same time the operation would not be hampered during precipitation as well.
3. All internal roads, ramp and platforms at different levels would be concrete built and should withstand load of moving machines/vehicles.
4. The transfer station shall be cleaned daily and the floors washed. The wash water should go through a sediment basin and then to the city sewer.
5. The selected BOT operator would have to make appropriate site-specific designs as per the type of vehicles and containers to be handled and the method applied for transfer of the waste.
6. Prospective designs may be discussed with the MCD during the pre-bid meeting but detailed discussion followed by written approval would have to be taken from MCD for their adequacy, before construction.

The transfer stations would receive and compact solid waste between 6 AM to 6 PM (or 7 PM) to avoid nuisance to nearby resident population.

For DELHI MSW SOLUTIONS LTD.

Deepa

Authorised Signatory

Ex. Engineer (DEHMS)-II
Municipal Corporation of Delhi

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of.....
 as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging public private partnership project in collection, transportation, treatment and disposal of municipal solid waste in select MCD zones, including signing and submission of all documents and providing information / responses to MCD, representing us in all matters before MCD, and generally dealing with MCD in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

Accepted

.....(signature)
 (Name, Title and Address)
 of the Attorney

Note:

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

For DELHI MSW SOLUTIONS II
 Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS II
 Authorised Signatory

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

POWER OF ATTORNEY

Whereas the Municipal Corporation of Delhi ("MCD") has invited applications from interested parties for *public private partnership project in collection, transportation, treatment and disposal of municipal solid waste in select MCD zones* ("the Project").

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 Qualification (RFQ Document); Request for Proposal (RFP Document) and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFQ Document 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.

NOW THIS POWER OF ATTORNEY WITNESSES THAT:

We, M/s. _____, M/s. _____ and M/s. _____ (the respective names and addresses of the registered office) do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium; all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with MCD, any other Government Agency or any person, in connection with the Project, until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with MCD.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the Day of 2008

.....
(Executants)

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

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

For DELHI MSW SOLUTIONS L.L.

Authorised Signatory

FORMAT OF DETAILS OF APPLICANT(S)

Details of Applicant

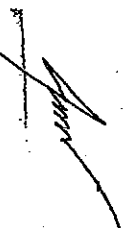
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1. (a) Name
(b) Country of incorporation
(c) Address of the corporate headquarters and its branch office(s), if any, in India.
(d) Date of incorporation and/or commencement of business.
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project.
3. Details of individual(s) who will serve as the point of contact / communication for MCD within the Company:
 - (a) Name :
 - (b) Designation :
 - (c) Company :
 - (d) Address :
 - (e) Telephone Number :
 - (f) E-Mail Address :
 - (g) Fax Number :
4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant
 - a) Name :
 - b) Designation :
 - c) Address :
 - d) Phone No. :
 - e) Fax No. :

5. In case of a Consortium:

- a) the information above (1-4) should be provided for all the members of the consortium.
- b) Information regarding role of each member should be provided as per table below:

Sl. No	Name of Member	Role
1.		
2.		
3.		
4.		


 Ex. Engineer (DEMS)-II
 Municipal Corporation of Delhi

For DELHI MSW SOLUTIONS LTD.

Authorised Signatory

FORMAT FOR LETTER OF APPLICATION

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[On the Letter head of the Applicant (in case of Single Applicant) or Lead Member as the case may be (in case of a consortium)]

Date:

To,

The Executive Engineer (Projects)
DEMS Department
Municipal Corporation of Delhi
Room No. - 28, Gate No. - 4
Ambedkar Stadium, Delhi Gate
Delhi - 110002, India

Ref: Public private partnership project in collection, transportation, treatment and disposal of municipal solid waste in select MCD zones.

Sir,

Being duly authorized to represent and act on behalf of..... (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby apply for qualification for the public private partnership project in collection, transportation, treatment and disposal of municipal solid waste in select MCD zones.

We are enclosing our Application for Qualification in one original plus one (1) copy, with the details as per the requirements of the RfQ, for your evaluation.

We confirm that our Application is valid for a period of one year from ----- (Application due date)

Yours faithfully,

(Signature of Authorised Signatory)
(Name, Title and Address)

Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi

For DELTA MSW SOLUTIONS LTD.
Authorized Signatory

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3. Applicants or Lead Member should only provide details of works done by it. Experience of parent/subsidiary/associate company(ies) would not be considered.

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4. The Financial Year would be the same as the one normally followed by the Applicant for its Annual Report / Annual Financial Statement.

Note:

1 In case of a consortium this sheet should be filled by the Lead Member. Besides the Lead Member, a maximum of three (3) other consortium members (referred to as associate Member(s)) projects/ assignments could be presented for Qualification Criteria evaluation, together with all supporting documents.

2 In case of a consortium this Appendix needs to be filled individually with supporting documents separately by the Lead Member and associate member(s).

For DELHI MSW SOLUTIONS LTD.
Authorised Signatory

FORMAT FOR FINANCIAL CAPABILITY OF THE APPLICANT

Financial capability of applicant/lead member as the case may be

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Turn Over (Rs)		
Year 1	Year 2	Year 3

Financial capability of Associate Member, in case of consortium, if applicable
Name of Member :

Turn Over (Rs)		
Year 1	Year 2	Year 3

Financial capability of Associate Member, in case of consortium, if applicable
Name of Member :

Turn Over (Rs)		
Year 1	Year 2	Year 3

Financial capability of Associate Member, in case of consortium, if applicable
Name of Member :

Turn Over (Rs)		
Year 1	Year 2	Year 3

4. Total Financial capability of applicant (arithmetic sum of the above)

Turn Over (Rs)		
Year 1	Year 2	Year 3

Financial capability of applicant/lead member as the case may be
Name of Member :

NET WORTH (Rs)	NET CASH ACCRUALS (Rs)	
	YEAR 1	YEAR 2

Financial capability of Associate Member, in case of consortium, if applicable
Name of Member :

For DELMI MSW SOLUTIONS LTD.
Ex. Engineer (DEMS)-II
Municipal Corporation of Delhi
Authorised Signatory

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NET WORTH (Rs)	NET CASH ACCRUALS (Rs)	
	YEAR 1	YEAR 2

Financial capability of Associate Member, in case of consortium, if applicable

Name of Member :

NET WORTH (Rs)	NET CASH ACCRUALS (Rs)	
	YEAR 1	YEAR 2

Financial capability of Associate Member, in case of consortium, if applicable

Name of Member :

NET WORTH (Rs)	NET CASH ACCRUALS (Rs)	
	YEAR 1	YEAR 2

4. Total Financial capability of applicant (arithmetic sum of the above)

NET WORTH (Rs)	NET CASH ACCRUALS (Rs)	
	YEAR 1	YEAR 2

General Instructions:

1. Turn over: Annual Gross Revenue earned by the bidder.
2. Net Worth
For Company = (Subscribed and Paid-up Equity + Reserves) – (Revaluation reserves + Miscellaneous expenditure not written off)
Net Cash Accruals
For Company = (Profit After Tax + Depreciation + Non cash Expenses)
3. The Financial shall be, Year 1: 2005-06 Year 2: 2006-07 and Year 3: 2007-2008.
4. The Financial Year would be the same as the one normally followed by the Applicant for its Annual Report.
5. The Applicant shall provide the audited financial statements as required by this RfQ. Failure to do so would be considered as a non responsive bid.
- 6.

7. The Applicant should clearly indicate the calculations and references in the Financial Statements in arriving at the above numbers in an attached worksheet.

For DELHI NSW SOLUTIONS LT

Mr. Engineer (DEMS)-II
Municipal Corporation of Delhi

Authorized Signatory


8. In case the Company Financial Statements are not in Indian Rupees the conversion to Indian Rupees shall be clearly indicated. In all such cases, the original figures in the relevant foreign currency and the INR equivalent thereof must be given. The exchange rate(s) applied shall be clearly stated. MCD reserves the right to use any other suitable exchange rate for the purposes of evaluation uniformly for all Applicants.

Note:

1. The Applicant should provide the Financial Capability based on its own financial statements. Financial Capability of the Applicant's parent company or its subsidiary or associate company will not be considered for computation of the Financial Capability of the Applicant. In case of a Consortium only the Lead Member should fill up this sheet.
2. In case of a consortium this sheet should be filled by the Lead Member. Besides the Lead Member, a maximum of three (3) other consortium members (referred to as associate Member(s)) financial parameters could be presented for Financial Capability evaluation with all supporting documents.

For DELHI MSW SOLUTIONS LTD.

Authorized Signatory


Gen. Engineer (DE-1)
Municipal Corporation of Delhi

Information on Treatment site

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The site is located in Northern part of Delhi along Haryana border on Narela Baiwana road at a distance of about 5-6 kms from Bawana village towards Narela Village. Site is located between N28049°14.0', E77003°51.6' and N28047°22.4', E77004°03.8'. The site is bounded by Western Yamuna canal and high tension wire and electric substation on south, village Sanoth on north east and Narela - Bawana road on north, Sanoth village and Bawana settlements are located 1.00km and 2.70 km away from the proposed site. The site is accessible through Narela Bawana road. It is located at an aerial distance of 14 km from Old Delhi railway station and 23 km from nearest airport. General topography of this site is flat having an elevation of about 200m above MSL. Proposed SLF site is geomorphologically located on the Yamuna older flood plain, composed of un-oxidized sand, silt and clay belonging to newer alluvium of quaternary period.

EIA report can be obtained from the MCD for more details on the site.


GENERAL

For DELHI MSW SOLUTIONS LI.


Authorised Signatory

Municipal Corporation of Delhi
Office of the Executive Engineer (DEMS) VI
Room No. 10, Gate No 4, Ambedkar Stadium, Delhi Gate, Delhi-02

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No. D/EE (DEMS) VI/2008-09/09

Dated: 18.2.09

Subject: Improvement to the garbage removal system in Delhi on the pattern of Bangalore Mahanagar Palika (BMP).

[Public Private Partnership Project in collection, transportation, treatment and disposal of Municipal Solid Waste in select zones of MCD]

Please refer to your RFP submission in the matter. In this reference this is to bring in your kind notice that during the technical evaluation of the RFP submitted by your firm, technical evaluation committee has observed that:

1. (a) Your firm has not submitted a detailed calculation in supports of Number of Fleet i.e. auto tipper, tipper & compactor etc. required for collection and transportation of MSW from source i.e. house hold, hotel, restaurant, market place, schools & mandies etc. and sweeping silt from various designated points; keeping in mind the time required for collection of MSW / silt from various locations, time required for transportation (distance to be travelled from source to the Engineered SLF site), time required for loading/unloading etc., as the time allotted for collection of MSW / silt is limited between 7.00 AM to 3.00 PM. Your firm has not submitted a detail, supported with calculation, in respect of fleet required for transportation of various components of MSW from final segregation point [at Engineered SLF site] to compost & RDF plant and inert transportation from final segregation point, compost & RDF plant to engineered landfill site.
- 1 (b) Your firm has not submitted a detailed calculation in supports of Number of Fleet i.e. auto tipper, tipper & compactor etc. required for collection and transportation of MSW from source i.e. house hold, hotel, restaurant, market place, schools & mandies etc. and sweeping silt from various designated points; keeping in mind the time required for collection of MSW/silt from various locations, time required for transportation (distance to be travelled from source to the Engineered SLF site), time required for loading/unloading etc., as the time allotted for collection of MSW / silt is limited between 7.00 AM to 3.00 PM; for the enhanced quantity of MSW, which will continue to grow in the coming year(s) of concession.
2. (a) Your firm has not submitted a detail in respect of material balance. Your firm has not submitted the basis for plant capacity i.e. compost, RDF plant. Also, your firm have not disclosed anything towards efficiency of the proposed plant.
- 2 (b) Your firm has not submitted a detail in respect of material balance. Your firm has not submitted the basis for plant capacity i.e. compost, RDF plant. Also, your firm has not disclosed anything about how the proposed capacity of plant (present) shall take care of the enhanced quantity of MSW, which will continue to grow in the coming year(s) of concession.


Accordingly, you are hereby requested to submit the required details/clarification(s) in the matter [explanations to your earlier submissions i.e. RFP submission (technical submission)], to this office latest by on or before 20.2.09, 5.00 PM, failing which it shall be presumed that you have nothing to say in the matter and the technical evaluation committee shall take an appropriate decision as deemed fit, on the basis of submissions already made by your firm i.e. RFP submission [technical submission]. Please note that at this stage you are not allowed to alter or modify your earlier submissions.

This is to clarify here that the technical evaluation committee shall evaluate your original proposal, only for award of marks; these clarifications are just meant for better understanding of your proposal.

Also, please note that this is the final opportunity and no further extension of time shall be granted for submitting the above clarifications.

EE (DEMS) VI

1. M/S SPML,
Subhash House,
F-27/2, Okhla Industrial Area, Phase-II,
New Delhi-20.
2. M/S Ramky Consortium,
Ramky House,
Opp. Necklace Road Railway Station,
Raj Bhawan Road, Somjiuda,
Hyderabad-82
3. M/S Antony Waste Handling Cell (p) Ltd.
FWH-2, 2nd Floor, Pearls Plaza,
K-24, Sec-18, Noida, UP

For DELTA WASTE SOLUTIONS LTD.

Authorized Signatory

Executive Engineer (DEMS)-II
Municipal Corporation of Delhi

333



RAMKY ENVIRO ENGINEERS LTD.

Corporate Office: RAMKY HOUSE,
Opp. Necklace Road Railway Station,
Rajbhavan Road, Somajituda,
Hyderabad - 500 082.
Tel.: +91-40-23308996, 23310091 (30 Line)
Fax : 040 - 2331 2749
E-mail : mswcorporate@ramky.com

Ref: REEL/MSW/DELHI/09-10/0479
Date : 04/07/2009

The Executive Engineer, VI (DEMS)
Municipal Corporation of Delhi
Office of the Executive Engineer
Room No.33
Ambedkar Stadium
Delhi gate
New Delhi - 110 002

Sub:- Improvement of Garbage removal system in Delhi on the pattern of Bangalore
Mahanagar Palika (BMP).

Sir,

This has reference to the discussion our representative had on 30th June, 2006 on obtaining legal opinion on the registration of MOU in Delhi sub-registrar's office in the office of Commissioner of MCD.

We have informed that jurisdictional Registrars at Delhi have expressed that MOU executed in terms of RFP cannot be registered. We have given representation to MCD regarding the same for consideration.

It was discussed and the Commissioner has asked us to furnish legal opinion to that effect and submit the same.

In terms of above requirement we have obtained legal opinion from Mr.G.D.Sachdeva, Advocate, Delhi High Court. We enclose the said legal opinion dated 04.07.2009 for your consideration.

Kindly expedite the execution of Concession Agreement for the subject project.

We are furnishing this in the capacity of Lead Member of the consortium.

Thanking you,

Yours faithfully,
For Ramky Enviro Engineers Limited,

B.Padmaja
Authorized Signatory

Encl : As above

REEL MSW SOLUTIONS LTD.
Authorized Signatory

Executive Engineer VI
Municipal Corporation of Delhi

13/07/09



Ramky Enviro Engineers Ltd.

2E/25, IIIrd Floor, Jhandewalan Extn.,
New Delhi - 110 055
Ph : +91-11-4350 6070 (30 lines)
Fax : +91 - 11-4350 6000
E-mail : reedelhi@ramky.com
Website : www.ramky.com

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REEL/MSW/DELHI/08-09/2002

dated 20/02/2009

To
The Executive Engineer (IV), D.E.M.S
Municipal Corporation of Delhi
Office of executive Engineer (P & M) DEMS
Room Number 10, Gate no 04 Ambedkar Stadium
Delhi Gate Delhi-110002

Subj: Improvement of garbage removal system in Delhi on the pattern of
Bangalore Mahanagar Palika (BMP)
Ref: No. D/EE (DEMS) VI/2008-09/09 dated 18.02.09

Sir,

With reference to the above mentioned letter please find enclosed our replies as
Annexure 1 for your kind perusal and consideration.

Yours faithfully

Bajin Kumar

Authorized Signatory

Enclosure : Annexure 1 (5 pages) DELHI MSW SOLUTIONS LTD.

[Signature]
Authorized Signatory

[Signature]
Executive Engineer
Municipal Corporation of Delhi

[Signature]
20/02/09
3.45

1. (a) Your firm has not submitted a detailed calculation in supports of Number of Fleet i.e. auto tipper, tipper & compactor etc. required for collection and transportation of MSW from source i.e. house hold, hotel, restaurant, market place, schools & mandies etc. and sweeping silt from various designated points; keeping in mind the time required for collection of MSW / silt from various locations, time required for transportation [distance to be travelled from source to the Engineered SLF site], time required for loading/unloading etc.; as the time allotted for collection of MSW / silt is limited between 7.00 AM to 3.00 PM. Your firm has not submitted a detail, supported with calculation, in respect of fleet required for transportation- of various components of MSW from final segregation point [at Engineered SLF site] to compost & RDF plant and inert transportation from final segregation point, compost & RDF plant to engineered landfill site.

(b) Your firm has not submitted a detailed calculation in supports of Number of Fleet i.e. auto tipper, tipper & compactor etc. required for collection and transportation of MSW from source i.e. house hold, hotel, restaurant, market place, schools & mandies etc. and sweeping silt from various designated points; keeping in mind the time required for collection of MSW/silt from various locations, time required for transportation [distance to be travelled from source to the Engineered SLF site], time required for loading/unloading etc.; as the time allotted for collection of MSW / silt is limited between 7.00 AM to 3.00 PM; for the enhanced quantity of MSW, which will continue to grow in the coming year(s) of concession.

Table 1: Fleet Collection and Transportation

We have proposed the following vehicles for collection and transportation activity

Autotippers	151
Mahendra tippers	27
Compactors	28
Mini Compactors	4
Tipper Trucks	15

Auto tippers: (Door to door collection)

We have proposed Autotippers for door to door collection from households with a capacity of 600kg each. The calculations are as follows

No. of Auto Tippers	151
Capacity	600kg/0.6 Tons
No. of trips	5
Total Carrying capacity	5X151X0.6= 453 Tons

Thus the waste will be collected from households is 453 TPD against the required capacity of 350 Tons. Which is more than 50% of the waste generation and is adequate in general terms.

[Signature]
Authorized Signatory

[Signature]
Ex. Engineer (DBMS)-II
Municipal Corporation of Delhi

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This waste will be transferred into big compactors. Road swept garbage also shall be directly put into these big compactors by the sweeping personnel and is estimated about 100 TPD.

Mahindra Pickup Vehicles: (Commercial waste collection)

We proposed Mahindra Pickup vehicle with capacity of 1.5 ton each for collection of waste from commercial establishments. The calculations are as follows

No. of Mahindra Pick up Vehicles	: 27
Capacity	: 1.5 T
No. of trips	: 5
Total Carrying capacity	: 5X27X1.5 = 203 MT

Thus the total vehicles will collect 203 tons of commercial waste, which is about 15% of the total waste generation and will be transferred into big compactors.

We proposed small compactors to collect waste from big hotels and markets with a carrying capacity of 4.5 tons. The calculations are

No. of small Compactors	: 4
Density	: 0.75 to 0.8 MT/Cum
Volume/Weight	: 6/4.5 MT
No. of trips	: 2
Total Carrying capacity	: 2X4X4.5 = 36 MT
Waste directly carried by small compactors	: 36 MT

Thus the total tonnage carried will be 36 tons, which will be directly carried to the processing site.

Secondary Mahindra Vehicles:

Compactors (18 cum):

We have proposed 28 compactors of 18 cum (25GVW Vehicles) by secondary transportation. The calculations are as follows

No. of Big Compactors	: 28
Density	: 0.75 to 0.8 MT/Cum
Volume/Weight	: 18/13.5 M.T
No. of trips	: 2
Total Carrying capacity	: 2X28X13.5 = 756 M.T
Waste directly carried by small compactors	: 36 M.T
Overall capacity	: 792 M.T

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Thus the total waste which will be carried in secondary transportation will be 792 TPD. Thus the capacity provided is having about 13% standby capacity @ minimum density of 0.75 T/cum The standby capacity will work out to a safe 15% if the density is taken at actual i.e 0.8T/cum.


Tipper trucks


We proposed 15 tipper trucks which will make one trip per day to carry swept silt in each zone as per the time lines given in RFP document with a carrying capacity of 6 tons each.

All the above vehicles will cover entire scope of work within timelines given in the RFP document i.e 7Am-3PM for collection of waste/silt. The current system of collection and transportation proposed is based on the understanding of the project and data available. However during the course of implementation of the project and during operations, the system of collection and transportation will be suitably fine tuned depending on the need of the project.

We have proposed conveyor belt to carry waste from segregation unit to Compost plant and RDF Plant. We have proposed tipper trucks to carry processing Inerts from processing plant to Sanitary landfill and other related mobile machinery for loading the inerts.

FOR DELTA WSW SOLUTIONS LTD.

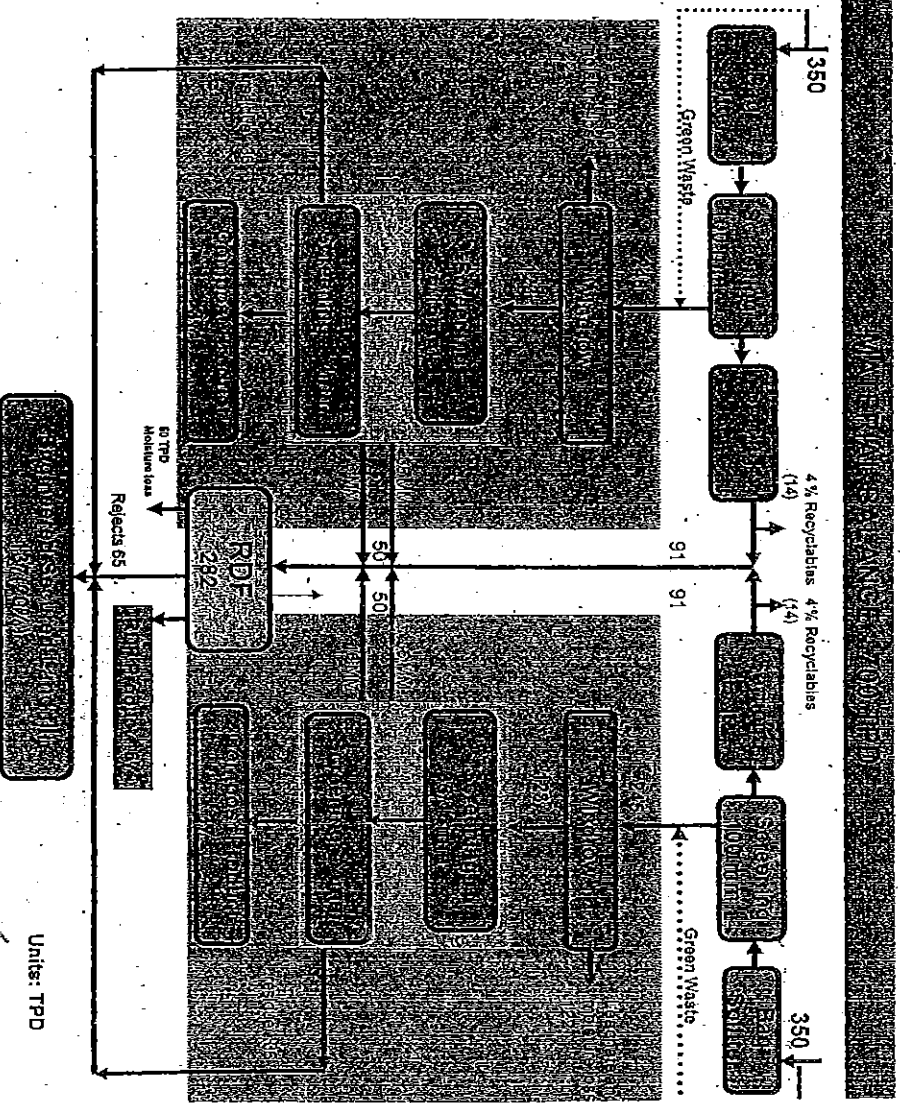

Authorized Signatory


Eng. Engineer (DEMS)-II
Engineering Corporation of Delhi

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2. (a) Your firm has not submitted a detail in respect of material balance. Your firm has not submitted the basis for plant capacity i.e. compost, RDF plant. Also, your firm have not disclosed anything towards efficiency of the proposed plant.
- b) Your firm has not submitted a detail in respect of material balance. Your firm has not submitted the basis for plant capacity i.e. compost, RDF plant. Also, your firm has not disclosed anything about how the proposed capacity of plant [present] shall take care of the enhanced quantity of MSW, which will continue to grow in the coming year(s) of concession.

REPLY: We have already submitted the detailed material balance in our technical proposal. However we are giving the details below for your ready reference. Keeping in view of general waste characteristics in Indian cities we have proposed composting and RDF as processing technologies with following material balance statement.



For READY READY SOLUTIONS LTD.
[Signature]
Authorised Signatory

[Signature]
Engineer (DEMS)-II
 Department of Delhi


Perusal of material balance submitted by us reveals as follows


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1.	Compost	74 T
2.	RDF	167 T
3.	Recyclables	28 T
4.	Inerts	137 T
5.	Moisture & Volatiles	294 T
	Total	700 TPD

The Integrated MSW & RDF facilities are designed for a shift of 10 hours only and can easily handle any enhanced quantities in future by increasing the no. of working hours.

Similarly the Landfill also can accommodate any increased quantity of inerts as the same is being developed in a cellular manner and there is no dearth for the land at the processing site. Restricting the inerts to be carted to Landfill at a capacity of 20% on raw garbage translates to highest efficiency of the process operations. The total recoverable as compostables and combustables as we as recyclables are extracted out of MSW making the process aimed at 100% efficiency.

NEW DELHI MSW SOLUTIONS LTD.

Authorized Signatory


Enr. Engineer (DEMS-II)
M. P. S. Corporation

G.D. Sachdeva
M.Com., LL.B., DCL., CAIB
Advocate
Delhi High Court
Enrol. D/382/1998

218, Anarkali Complex, 340
Jhandewalan Extn.,
New Delhi-110055
Tel.: 23632136, 23632157
Cell : 93-504-25731, 98-100-85459
Fax : 011-23520553
Email: gds.ecosolutions@gmail.com

LEGAL OPINION

Dated : 4th July, 2009

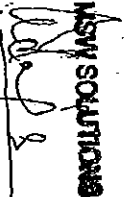
QUERIST : Ramky Enviro Engineers Ltd.
2E/25, IIIrd Floor,
Jhandewalan Extn.,
New Delhi

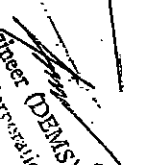
QUERY:

A query has been raised as regards the registration of Memorandum of Understanding entered into between the consortium members i.e. (i) Ramky Enviro Engineers Limited (ii) Ramky Energy and Environment Limited (iii) Ramky Infrastructure Limited and (iv) Gurukrupa Transport to form a consortium.

FACTS OF THE CASE:

The consortium members i.e. (i) Ramky Enviro Engineers Limited (ii) Ramky Energy and Environment Limited (iii) Ramky Infrastructure Limited are public limited companies having their registered offices at Hyderabad and (iv) Gurukrupa Transport a proprietorship firm is having its registered office at Mumbai. They have entered into a Memorandum of Understanding (MOU) executed on 24th June, 2009 at Hyderabad. The MOU entered into between the consortium members is as per the requirement for Award

DELHI NSM SOLUTIONS LTD.

Authorized Signatory


Member (DEMS)-II
Capital Corporation of Delhi

of a Tender on Municipal Solid Waste Management for selected zones from the Municipal Corporation of Delhi. The MOU is to be registered in Delhi Court and original copy of the MOU to be submitted to MCD at the time of signing the agreement.

DOCUMENTS SHOWN:

- Copy of the Memorandum of Understanding dated 24th June, 2009
- Request for proposal document

STATUTE RELIED UPON:

- The Registration Act, 1908
- The Delhi Registration Rules, 1976


OPINION:


1. The documents of which registration is compulsory under the Registration Act 1908 are specified in Section 17 of the Act.
2. Any document other than the documents specified in sub-section (1-A) not itself creating, declaring, assigning, limiting or extinguishing any right, title or interest of the value of the hundred rupees and upwards to or in immoveable property, but merely creating a right to obtain another document which will, when executed, create, declare, assign, limit or extinguish any such right, title or interest does not require compulsory registration.

3. In the cases *K. Rangayyaki Ammal vs. K. Sampathkumaran*, AIR 1940 Mad

897 and *Kedar Nath Ambasth vs. Radha Shyam*, AIR 1953 Pat 81, it was held

FOR DELHI MSW SOLUTIONS LTD.



Secretary



Khinder (DEMS)-II
Municipal Corporation of Delhi


interalia that the agreement was not intended to declare the rights of the parties in the immovable properties, but those rights to be declared in a decree of the Court. It was a memorandum drawn up for the purpose of obtaining another document (that is a decree) to declare rights and needed no registration.

4. Thus, the tests in all cases is to find out whether the document in question contemplates the execution of another document, or creates a right to obtain another document which will, when executed, create, any right, title or interest in immovable property of the value of one hundred rupees and upwards, or whether the document, by itself, creates, etc. such right title or interests. In the former case, it does not require registration.

5. In view of the aforesaid discussion and cases, I am of the opinion that in the instant case since the Memorandum of Understanding (MOU) does not create any right, title or interest, therefore, it does not fall under the category of documents of which registration is compulsory under Section 17 of the Registration Act 1908. Accordingly the Sub-Registrars may not entertain registration of the MOU.


(G.D. Sachdeva)
Advocate

NEW DELHI
BSW SOLUTIONS LTD.

Authorised Signatory


Engineer (DBMS)-II
Corporation

Municipal Corporation of Delhi
Office of the Executive Engineer (DEMS) VI
Room No. 10, Gate No.4, Ambedkar Stadium, Delhi Gate, Delhi-02

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No. 25/EX-ENM-1/DEMS-VI/09

Dated: 13/4/09

Subject: Improvement to the garbage removal system in Delhi on the pattern of Bangalore Mahanagar Palika (BMP),
[Public Private Partnership Project in collection, transportation, treatment and disposal of Municipal Solid Waste in Select MCD Zone]

Acceptance Letter

May please refer to your RfQ and RfP submission in the matter. In this reference this to bring in your notice that the competent authority has accepted your proposal in the matter.

Tipping fee Schedule:

Stage I:

Implementation period: from the 121st day and up to 19 month of signing of agreement with MCD; for collection and transportation of MSW and Sweeping Silt from concession area to the Bhalswa/Okhla Land Fill Site i.e. "0.50 x A", ["A" = Rs. 1494/M.T.]

Stage II:

From 1st day of Twentieth month to last day of 20th year for collection and transportation of MSW and Sweeping Silt from concession area to the Narela Bawana Site, processing the MSW and Land Filling of inert in the Engineered Land Fill Site i.e. "A", ["A" = Rs. 1494/M.T.]

The firm shall obtain all necessary environmental clearances from various department(s) at his/her own cost in a time bound manner, so that all infrastructure work(s) are complete at Narela Bawana site, within fifteen months of signing of agreement with MCD; the department shall only assist him/her in the matter.

Therefore, under such circumstances in which the firm did not receive the required clearance from concerned department, the firm shall continue with collection of MSW [from source] and its transportation during the extended period and the firm shall not be penalised for the delay. However, if the MCD found that the firm has not put its best efforts in obtaining the environmental clearance(s), then a committee comprising of Additional Commissioner (DEMS), CA cum FA, D in C (DEMS), a Senior officer from DPCC and a Senior officer from NDMC shall look into the matter and submit their recommendations to the DEMS department for its consideration. In view of recommendations made by committee, if the concessionaire is found guilty, then the DEMS initially, with prior approval of competent authority shall impose a fine of Rs. 1.00 crores [minimum] on the firm. The committee shall again review the performance of the concessionaire after two months, if still the concessionaire is found guilty, then the DEMS department on the basis of recommendations made by committee shall initiate action for termination of the concession besides other penal action(s) in accordance to the terms and conditions of the contract. Under such circumstances in which the firm did not receive the required clearance from concerned department, the firm shall continue with collection of MSW [from source] and its transportation during the extended period to Bhalswa/Okhla SLF, as usual and shall continue to receive the tipping fee as "0.50 x A", ["A" = Rs. 1494/M.T.]

There will be no escalation in the Tipping Fee during first three years. The Tipping Fee Rate would be increased by 3.5 % per annum, after wards. Means the tipping from 1st day of 4th year [to be counted after implementation period] will be 1.035 A, from 1st day of 5th year [to be counted after implementation period] will be 1.07 A and so on.

Please note that the work shall strictly be executed in accordance to the terms and conditions of the RfQ, RfP & Draft Agreement document along with terms and condition(s) as amended/improved/added and intimated by this office to your firm/consortium through various communication(s) [upto date].

Also, the communication(s) made by this office and replies/clarifications thereto submitted by your firm/consortium in response to this office letter(s)/communication(s) shall be made part of the agreement.

Your firm has intimated to this office about the substitution in the consortium member(s). This office vide an e-mail dated 19.1.09 has already intimated to your office that "your document(s) submitted for DELTA WASTE SOLUTIONS LTD."

Signature

Principal Engineer
Municipal Corporation of Delhi
13/04/09

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now does not tell anything about that the consortium after this substitution shall continue to fulfil the experience and financial criteria as defined in the RfQ document. Therefore nothing can be commented upon in the matter". In response to our e-mail, till date nothing has been informed by your firm to this office, therefore the consortium as intimated by you ~~at the time of submission of RfQ shall continue to prevail for execution of this project.~~

You are hereby requested to submit your acceptance to the offer latest by on or before 20.4.09 [3.00 PM] failing which it will be presumed that your firm is not willing to undertake the work. Thereafter, the MCD shall take necessary action as deemed fit, in the matter, without giving any further hearing to you, in the matter.

EE (DEMS) VI

M/S Ramky Consortium, [ksanjiv@ramky.com]
Ramky House,
Opp. Necklace Road Railway Station,
Raj Bhawan Road, Sorniguda, Hyderabad-82.

Copy to:

1. Secy. to Commissioner for information of Commissioner
2. D in C; for his information
3. CE/SE (DEMS); for his information
4. Office copy

DELHI MSW SOLUTIONS LTD.

[Signature]
Authorized Signatory

EE (DEMS) VI

[Signature]
13/4/09

Received
13/04/09

[Signature]
13/4/09
EE (DEMS) VI

Municipal Corporation of Delhi
Office of the Executive Engineer [DEMS] VI
Room No. 33, Ambedkar Stadium, Delhi Gate, Delhi-02

No. 36/EE (DEMS) VI/09

Dated: 21.05.2009

To,

RAMKY ENVIRO ENGINEERS LTD.
(and the three other members of the consortium:

Tender Amount: Item Rate
Head of A/C: XL-JII-D-IV
Concession Period: 20 years
Proposal Security: Rs One Crore

1. Ramky Energy & Environment Ltd.
2. Ramky Infrastructure Ltd.
3. M/S Gurukrupa Transport, (Mumbai)
Corporate Office: 'RAMKY HOUSE',
Opp. Necklace Road Railway Station,
Rajbhavan Road, Somajiguda,
Hyderabad-500082.

WORK ORDER

Subject: Improvement to the garbage removal system in Delhi on the pattern of Bangalore Mahanagar Palika (BMP),
[Public Private Partnership Project in collection, transportation, treatment and disposal of Municipal Solid Waste in Select MCD Zone]

Ref: RFP & Agreement Documents issued vide office letter No. D/02/EE (DEMS) VI/2008-09 dated 27.11.08:

Last Date of Submission of RFP: 21.1.09

Please refer to your office letters No. REEL/MCD/2009 dated 16.04.09, REEL / MCD/2009 dated 08.05.09 and REEL/MCD/2009 dated 15.05.2009 in response to this office letter [Acceptance Letter] No. 25/EE /DEMS-VI/09 dated 13.4.09, whereby you have agreed that your firm is willing to undertake the work as per the terms and conditions of the RfQ, RFP, Agreement document and other provisions as mentioned in the above acceptance letter dated 13.4.09.

In this reference, this to bring in your notice that the competent authority has accepted your proposal in the matter.

Tiping fee Schedule:

Stage I:

Implementation period [from the 12th day and up to 19 month of signing of agreement with MCD]: for collection and transportation of MSW and Sweeping Silt from concession area to the Bhalswa/Okhla Land Fill Site i.e. "0.50 x A". ["A" = Rs.1494/M.T.]

Stage II:

From 1st day of Twentieth month to last day of 20th year: for collection and transportation of MSW and Sweeping Silt from concession area to the Narela Bawana Site, processing the

For DELHI MSW SOLUTIONS LTD.

[Signature]
Authorized Signatory

[Signature]
Executive Engineer (DEMS-VI)
Municipal Corporation of Delhi

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1/3

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MSW and Land Filling of inert in the Engineered Land Fill Site i.e. "A". ["A" = Rs.1494/M.T.]

The concessionaire shall obtain all necessary environmental clearances from various department(s) at its/her own cost in a time bound manner, so that all infrastructure work(s) are complete at Narela Bawana site, within nineteen months of signing of agreement with MCD; the department shall only assist the concessionaire in the matter.

Therefore, under such circumstances in which the concessionaire did not receive the required clearance from the concerned department, the concessionaire shall continue with collection of MSW [from source] and its transportation during the extended period and the concessionaire shall not be penalised for the delay. However, if MCD found that the concessionaire has not put its best efforts in obtaining the environmental clearance(s), then a committee comprising of Additional Commissioner (DEMS), CA cum FA, D in C [DEMS], a senior officer from DPCC and a senior officer from NDMC shall look into the matter and submit their recommendations to the DEMS department for its consideration. In view of recommendations made by the committee, if the concessionaire is found guilty, then the DEMS initially, with prior approval of competent authority shall impose a fine of Rs. 1.00 crores [minimum] on the concessionaire. The committee shall again review the performance of the concessionaire after two months. If still the concessionaire is found guilty then the DEMS department, on the basis of recommendations made by committee, shall initiate action for termination of the concession besides other penal action(s) in accordance to the terms and conditions of the contract. Under such circumstances in which the concessionaire did not receive the required clearance from the concerned department, the concessionaire shall continue with the collection of MSW [from source] and its transportation during the extended period to Bhalswa / Okhla SLF as usual and shall continue to receive the tipping fee @ "0.50 x A". ["A" = Rs.1494 / M.T.]

There will be no escalation in the Tipping Fee during the first three years. The Tipping Fee Rate would be increased by 3.5% per annum afterwards. It means the tipping from 1st day of 4th year [to be counted after implementation period] will be 1,035 A, from 1st day of 5th year [to be counted after implementation period] will be 1.07 A and so on.

The work shall strictly be executed in accordance with the terms and conditions of the RFP, R/R, Technical Proposal submitted by the concessionaire & Draft Agreement document along with terms and conditions as amended/improved/added and intimated by this office to the concessionaire through various communication(s) [upto date].

Performance Security

- (a) The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to MCD, simultaneously with the execution of this Agreement, a bank guarantee from a scheduled bank acceptable to MCD, in the form as set out in Schedule 7, ("Performance Security") for a sum of Rs. 5,00,00,000/- (Rupees Five Crores Only).

DEMS MSW SOLUTIONS LTD.

[Signature]
Authorized Signatory

[Signature]
Ex. Engineer (DEMS)-R
Municipal Corporation

[Signature]

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- (b) The Bank Guarantee shall initially be valid for two years. Thereafter it will be renewed by the bidder for another two years, well before the expiry of its term, so that the BG remains valid for entire concession period. However, if bidder fails to get the Bank Guarantee renewed in time, then he/she will be fined Rs. 1.00 lac per day for the default period.

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

As per the Clause 1.2.3 of Request for Proposal (RFP) document, your consortium organization will have to set up a special purpose vehicle (SPV) registered in India (in accordance to rules applicable in India only) in accordance with shareholder commitments mentioned in the eligibility condition. This SPV shall sign the Concession Agreement with EE (DEMS) VI for Improvement to the garbage removal system in Delhi on the pattern of Bangalore Mahanagar Palika (BMP). [Public Private Partnership Project in collection, transportation, treatment and disposal of Municipal Solid Waste in Select MCD Zone] within 45 days of issue of this work order.

EE (DEMS) VI

Copy to:

1. Secy. to Commissioner for kind information to Commissioner.
2. Addl. Commissioner (DEMS): for kind information.
3. C.V.O. for information.
4. Director-In-Chief (DEMS): for his information.
5. Dy. Commissioner of concerned Zones: for kind information and to help the undersigned in handing over the piece of land to the concessionaire; as intimated to your office vide letter No. EE (P&M)/DEMS/2008-09/81 dated 26.8.08 and also to issue directions to SS zone(s) to co-operate with the concessionaire.
6. Chief Engineer (DEMS): for his information.
7. S.E. (DEMS): for his information.
8. SE (Auto) I & II: for information and to handover Auto Workshop of Civil Line Zone & Rohini Zone; to the concessionaire.
9. S.E. (QC): for his information
10. ACA (DEMS)/Acct. (DEMS): for his information.
11. Sanitation Supdt. of the concerned zones with the direction to co-operate with the concessionaire.
12. Office copy

EE (DEMS) VI

DELHI MSW SOLUTIONS LTD.

Authorised Signatory

EE (DEMS) VI

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Ramky Enviro Engineers Ltd.

2E/25, 11th Floor, Jhandewalan Extn.,
New Delhi - 110 055
Ph : +91-11-4350 6070 (30 lines)
Fax : +91 - 11-4350 6000
E-mail : reedehi@ramky.com
Website : www.ramky.com

REEL/MSW/DELHI/08-09/2002

dated 22/05/2009

To
The Executive Engineer (IV), D.E.M.S
Municipal Corporation of Delhi
Office of Executive Engineer (P & M) DEMS
Room Number 33, Gate no 04 Ambedkar Stadiums
Delhi Gate Delhi-110002

Towards sustainable growth

**Sub: Improvement of Garbage removal system in Delhi on the pattern of
Bangalore Mahanagar Palika (BMP) – Regarding Agreement**

Ref: 36/EE/(DEMS)/109 dated 21.05.2009

Sir

We thank you for the Work order letter referred above. We have formed SPV as per the RFP submission in the name of "Delhi MSW Solution Limited". With this SPV we will be signing the agreement.

Regarding signing of the agreement this is to request you that we have some observation on the concession agreement. At the time of RFP submission and prebid meeting held we focused more on the technical inputs required for the project execution and we have missed out certain points which are very much important from the point of implementation of the project on the ground. These points are attached below which needs to be addressed.

These points are very minor in view of the PPP project on MSW which is very nascent in India and requires combined effort of MCD and Concessionaire to make it successful for implementation for 20 years.

We request your kind attention to address these point and incorporate in the agreement document so as to go ahead with the signing of the agreement at the earliest date.

We are sorry for the inconvenience caused to you.

Thanking you
Yours faithfully

For Ramky Enviro Engineers Limited

B. Padmaja

CEO- MSW Division

DELHI MSW SOLUTIONS LTD.

Authorized Signatory

Engineer (DEMS)-EE

Enclosure: Annexure 1

ANNEXURE - P-4

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F. No. 10-67/2009-IA.III
Government of India
Ministry of Environment & Forests
(IA-III Division)

Paravaran Bhawan,
CGO Complex, Lodhi Road,
New Delhi - 110 003,

Dated: 25th October 2010

To
M/s. Delhi MSW Solutions Limited,
2E/25, 3rd Floor, Jhandewalan Extn.
New Delhi - 110 055

Subject: Environmental clearance for the establishment of
Integrated Municipal Solid Waste Management Facility at
Narela- Bhawana, Delhi by M/s. Delhi MSW Solutions
Limited - Reg.

This has reference to your letter dated 18.03.2010 seeking Environmental Clearance under the Environment Impact Assessment Notification, 2006. The proposal has been appraised as per prescribed procedure in the light of provisions under the Environment Impact Assessment Notification, 2006 on the basis of the mandatory documents enclosed with the application viz., the Questionnaire, EIA, EMP, and the additional clarifications furnished in response to the observations of the Expert Appraisal Committee constituted by the competent authority in its meetings held on 17th - 18th September 2009, 29th - 30th October 2009, 21st - 23rd July, 2010 and 18th - 20th August, 2010.

2. It is interalia, noted that the proposal involves establishment of Integrated Municipal Solid Waste Management Facility at Narela - Bawana Notified Site for the city of Delhi. Municipal Corporation of Delhi (MCD) being one of the largest Urban Local Bodies (ULBs) in India is currently experiencing pressures on its already overloaded/exhausted landfill sites. About 6,000 to 7,000 TPD of municipal solid waste is generated in Delhi. The existing three landfill have already exhausted its capacity. Hence an immediate requirement stems in the present situation, to take up suitable measures to develop waste processing and treatment facilities. In view of this, Govt. of NCT, Delhi has notified Narela - Bawana site under its Master Plan 2021 for the development of SLF. The Processing and Disposal Facility is planned for 4,000 TPD waste. The activities involve Segregation, Composting, RDF & SLF with Leachate Collection & Treatment of wastes. The water requirement will be 50 KLD, which will be met from DJB. DG sets of 2 x 500 KVA as back up. Complete Recycle & Reuse of treated Leachate is proposed. Use of Solar Power for hot water and street lighting and maximum use of natural light has been proposed for Administrative building in the design. At least 15 m

green belt all around the facility and Nylon wire fencing up to a height of 10 m at the down wind of SLF & waste segregation area to stop blowing of litter is proposed. The cost of the project will be 70.00 Crores (Phase 1) and Rs. 378.00 Crores in (Phase 2).

3. The TOR for the project was issued vide letter no. 10-67/2009.IA-III dated 26.11.2009. The Public hearing was conducted on 14.05.2010 at Khamjawa, Delhi.

4. The Expert Appraisal Committee, after due consideration of the relevant documents submitted by the project proponent and additional clarifications furnished in response to its observations, have recommended for the grant of Environmental Clearance for the project. Accordingly, the Ministry hereby accords necessary Environment Clearance for the above project as per the provisions of Environment Impact Assessment Notification, 2006 and its subsequent amendments, subject to strict compliance of the terms and conditions as follows:

5. SPECIFIC CONDITIONS:

- (i) "Consent for Establishment" shall be obtained from State Pollution Control Committee under Air and Water Act and a copy shall be submitted to the Ministry before start of any construction work at the site.
- (ii) The proponent shall ensure that the project fulfills all the provisions of Solid Wastes (Management, Handling) Rules, 2000 including collection and transportation design etc.
- (iii) The gas generated from the Landfill facility shall be collected and disposed as per rules.
- (iv) The proponent shall obtain necessary clearance from the Ground Water Authority for the use of ground water.
- (v) The depth of the land fill site shall be decided based on the ground water table at the site.
- (vi) An On Site Emergency Management Plan shall be prepared and implemented.
- (vii) Periodical ground water/soil monitoring to check the contamination in and around the site shall be carried out.
- (viii) Project proponent should develop green belt all along the periphery of the site with plant species that are significant and used for the pollution abatement.

6. General Conditions:

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- (i) The project proponent should set up separate environmental management cell for effective implementation of the stipulated environmental safeguards under the supervision of a Senior Executive.
- (ii) The project proponent should extend full support to the officers of this Ministry/Regional Office during inspection of the project for monitoring purposes by furnishing full details and action plan including action taken reports in respect of mitigation measures and other environmental protection activities.
- (iii) A six-Monthly monitoring report shall need to be submitted by the project proponents to the Regional Office of this Ministry at Chandigarh regarding the implementation of the stipulated conditions.
- (iv) The Ministry reserves the right to add additional safeguard measures subsequently, if found necessary, and to take action including revoking of the environment clearance under the provisions of the Environmental (Protection) Act, 1986, to ensure effective implementation of the suggested safeguard measures in a time bound and satisfactory manner.
- (v) In the event of a change in project profile or change in the implementation agency, a fresh clearance shall be obtained from the Ministry of Environment and Forests.
- (vi) A copy of the clearance letter will be marked to concerned Panchayat/local NGO, if any, from whom any suggestion/representation has been made received while processing the proposal.
- (vii) The environmental safeguards contained in the ELA Report should be implemented in letter and spirit.
- (viii) Delhi Pollution Control Committee should display a copy of the clearance letter at the Regional Office, District Industries centre and Collector's Office / Tehsildar's office for 30 days.
7. These stipulations would be enforced among others under the provisions of water (Prevention and Control of Pollution) Act, 1974 the Air (Prevention and Control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and Municipal Solid Wastes (Management and Handling) Rules, 2000 including the amendments and rules made thereafter.

8. All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act, 1972 etc. shall be obtained, as applicable by project proponents from the respective competent authorities.
9. The project proponent should advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded Environmental Clearance and copies of clearance letters are available with the Delhi Pollution Control Committee and may also be seen on the website of the Ministry of Environment and Forests at <http://www.envfor.nic.in>. The advertisement should be made within 10 days from the date of receipt of the Clearance letter and a copy of the same should be forwarded to the Regional office of this Ministry at Chandigarh.
10. Environmental clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation Vs. Union of India in Writ Petition (Civil) No. 460 of 2004 as may be applicable to this project.
11. Any appeal against this Environmental Clearance shall lie with the National Environment Appellate Authority, if preferred, within a period of 30 days as prescribed under Section 11 of the National Environment Appellate Act, 1997.
12. Status of compliance to the various stipulated environmental conditions and environmental safeguards will be uploaded by the project proponent in its website.
13. A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zilla Parishad/Municipal Corporation, Urban Local Body and the Local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the company by the proponent.
14. The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the DPCC.
15. The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the DPCC.

16. The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.

(Signature)
(Bharat Bhushan)
 Director (IA-III)

Copy to:

1. The Secretary, Department of Environment, Secretariat Building - Delhi.
2. The Chairman, Central Pollution Control Board, Parivesh Bhavan, CBD-cum-Office Complex, East Arjun Nagar, Delhi - 110 032.
3. The Conservator of Forests (C), Ministry of Env. and Forests, Regional Office(NZ) Bays No. 24-25, Sector 31 A, Dakshin Marg, Chandigarh-160030, Tel.: 0172-2600061
4. Member Secretary, Delhi Pollution Control Committee, Department of Environment, Govt. of N.C.T. Delhi, 4th Floor, ISBT Building, Kashmere Gate, Delhi-110006
5. Director (Monitoring), Ministry of Environment and Forests.
6. Guard File.
7. Monitoring File.

Bharat Bhushan)
 Director (IA-III)

ANNEXURE-P-5

F. No. 10-67/2009-IA.III
 Government of India
 Ministry of Environment & Forests
 (IA-III Division)

Parvavaran Bhawan,
 CGO Complex, Lodi Road,
 New Delhi - 110 003.

Dated: 8th May, 2012

To
 M/s Delhi MSW Solutions Ltd,
 2E/25, 3rd Floor, Jhandewalan Extn,
 New Delhi - 110 055.

Subject: Environmental Clearance for waste to energy plant at Integrated Solid Waste Management facility at Narela Bawana, Delhi by M/s Delhi MSW Solution Ltd - Reg.

This has reference to your letter No.DMSWS/DEL/MSW-W/E/2011-12/01 dated 30.09.2011 seeking Environmental Clearance under the Environment Impact Assessment Notification, 2006. The proposal has been appraised as per prescribed procedure in the light of provisions under the Environment Impact Assessment Notification, 2006 on the basis of the mandatory documents enclosed with the application viz., the Form-1, EIA, EMP, and the additional clarifications furnished in response to the observations of the Expert Appraisal Committee constituted by the competent authority in its meetings held on 17th - 18th October, 2011.

2. It is interalia, noted that M/s Delhi MSW Solution Ltd. has established 4000 TPD Integrated Municipal Solid Waste Management Facility at Narela Bawana, notified Site. The Environmental Clearance was issued vide Letter F.No-67/2009- IA.III, dated 25th October,2010, for Composting, RDF & SLP. The proposed project 'Waste to Energy Plant' is also to be located with in the same plot where the Integrated Solid Waste Management Facility is developed. It is aimed to strengthen the IMSWMF, encompassing energy recovery in addition to existing process through establishment of a Min 36 MW Power Plant having MSW processing capacity up to 3000 TPD for the WtE Plant.

3. The total project area is 40.47 Ha out of which WtE plant area designated is 5.82 Ha. The total cost of the project is estimated to be Rs 378 Crores. The technology proposed to be employed is 'Reciprocating grate Technology' as recommended by MNRE. The power plant constitutes of Boilers, Steam Turbine Generators, with power generation capacity of Min 36 MW. The in house consumption will be 15 % of the generated power. Air Cooled condensers are to be used in lieu of WCC and the ash to be sent to the Captive Landfill is less than 20 % of Input Waste. A site specific Environment Management Plan has been developed to ensure that the project is implemented in an environmentally sustainable manner. Air Pollution Control system will consist of Flue Gas Treatment System which includes Adsorption of acidic components and filtration of dust particles through bag filters. The captive landfill will act as a safe long term disposal of wastes, both from health & environmental view point. Leachate generated from the WtE Plant will be treated in the Effluent Treatment Plant and other waste water will be used for ash quenching. A green belt



area is proposed to be designed primarily for effective control of pollution within the tolerant limit, and having tremendous sink capacity, can help contain & attenuate pollutant concentration in air, and thereby restore & revitalize the environment on a long term basis. The proposed project will help in the disposal of waste in an environmentally safe manner and a more productive utilization of waste in form of RDF & electricity, thus adding to clean & renewable energy, safeguarding the already depleting fossil fuels. The residue reaching the captive Landfill too will be reduced, hence conserving land. The proposed project is to obtain EC for the Waste to Energy plant to generate Min 36 MW power from the municipal waste.

4 The TOR was finalized during the meeting held on 17th - 19th August, 2011. The committee recommended to exempt the public hearing as it was earlier conducted as per provisions of Environmental Impact Assessment Notification, 2006 for Integrated Solid Waste Management facilities, project and the proposed waste to energy project is to be located within the site allotted by DDA.

5. The Expert Appraisal Committee, after due consideration of the relevant documents submitted by the project proponent and additional clarifications furnished in response to its observations, have recommended for the grant of Environmental Clearance for the project. Accordingly, the Ministry hereby accords necessary Environment Clearance for the above project as per the provisions of Environment Impact Assessment Notification, 2006 and its subsequent amendments, subject to strict compliance of the terms and conditions as follows:

6. SPECIFIC CONDITIONS :

- (i) "Consent for Establishment" shall be obtained from State Pollution Control Board under Air and Water Act and a copy shall be submitted to the Ministry before start of any construction work at the site.
- (ii) Spraying of an appropriate herbal sanitizer shall be adopted for odour control in addition to its the vacuum suction and destroying in furnace.
- (iii) Proper shed shall be provided for the compost yard to prevent the rain water coming in contact with the material in the compost yard.
- (iv) The gas generated from the Landfill facility shall be collected and disposed as per rules.
- (v) The leachate from the facility shall be collected and treated to meet the prescribed standards before disposal.
- (vi) The proponent shall obtain necessary clearance from the Ground Water Authority for the use of ground water.
- (vii) An On Site Emergency Management Plan shall be prepared and implemented.
- (viii) Periodical ground water/soil monitoring to check the contamination in and around the site shall be carried out.



- (ix) The minimum width of the green belt all around the plot shall be 9.0 m. Project proponent should develop green belt all along the periphery of the site with plant species that are significant and used for the pollution abatement.
- (x) Regular ambient air quality monitoring shall be carried out as per latest Notification of 16th November, 2009.
- (xi) Use only low sulphur diesel. No other oil shall be used.
- (xii) The proponent shall ensure that the project fulfills all the provisions of Solid Wastes (Management and Handling) Rules, 2000 including collection and transportation design etc.
- (xiii) The project proponent shall set up separate environmental management cell for effective implementation of the stipulated environmental safeguards under the supervision of a Senior Executive.
- (xiv) Entire organic material shall be converted into manure. Recyclable material like glass, steel, etc., shall be sold to recycler. Only inert material which cannot be either composted or recycled shall be sent to land filling.
- (xv) The funds earmarked for environment management plan shall be included in the budget and this shall not be diverted for any other purposes.

7. GENERAL CONDITIONS:

- (i) Adequate provision for infrastructure facilities including water supply fuel and sanitation must be ensured for construction workers during the construction phase of the project to avoid any damage to the environment.
- (ii) Full support shall be extended to the officers of this Ministry/Regional Office at Chandigarh by the project proponent during inspection of the project for monitoring purposes by furnishing full details and action plan including action taken reports in respect of mitigation measures and other environmental protection activities.
- (iii) A six-Monthly monitoring report shall need to be submitted by the project proponents to the Regional Office of this Ministry at Chandigarh regarding the implementation of the stipulated conditions.
- (iv) Ministry of Environment & Forests or any other competent authority may stipulate any additional conditions or modify the existing ones, if necessary in the interest of environment and the same shall be complied with.
- (v) The Ministry reserves the right to revoke this clearance if any of the conditions stipulated are not complied with the satisfaction of the Ministry.
- (vi) In the event of a change in project profile or change in the implementation agency, a fresh reference shall be made to the Ministry of Environment and Forests.



(viii) The project proponents shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities and the date of start of land development work.

(ix) A copy of the clearance letter shall be marked to concerned Panchayat/local NGO, if any, from whom any suggestion/ representation has been made received while processing the proposal.

(x) State Pollution Control Board shall display a copy of the clearance letter at the Regional Office, District Industries Centre and Collector's Office/Tehsildar's office for 30 days.

8. These stipulations would be enforced among others under the provisions of Water (Prevention and Control of Pollution) Act 1974, the Air (Prevention and Control of Pollution) Act 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification 1994, including the amendments and rules made thereafter.

9. All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department, Forest Conservation Act, 1980 and Wildlife (Protection) Act, 1972 etc. shall be obtained, as applicable by project proponents from the respective competent authorities.

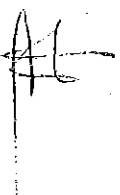
10. The project proponent shall advertise in at least two local Newspapers widely circulated in the region, one of which shall be in the vernacular language informing that the project has been accorded Environmental Clearance and copies of clearance letters are available with the State Pollution Control Board and may also be seen on the website of the Ministry of Environment and Forests at <http://www.envfor.nic.in>. The advertisement should be made within 10 days from the date of receipt of the Clearance letter and a copy of the same should be forwarded to the Regional office of this Ministry at Chandigarh.

11. Environmental clearance is subject to final order of the Hon'ble Supreme Court of India in the matter of Goa Foundation Vs. Union of India in Writ Petition (Civil) No.460 of 2004 as may be applicable to this project.

12. A copy of the clearance letter shall be sent by the proponent to concerned Panchayat, Zilla Parishad/Municipal Corporation, Urban Local Body and the Local NGO, if any, from whom suggestions/ representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the company by the proponent.

13. The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.

14. The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.




15. The environmental statement for each financial year ending 31st March in Form-V as is mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EEC conditions and shall also be sent to the respective Regional Offices of MOEF by e-mail.


(Lalit Kapur)
Director (IA-III)

Copies to:

1. The Secretary, Department of Environment, Government of National Capital Territory of Delhi - Room No. C-602, level-6, C-Wing, Delhi Secretariat, JP Estate New Delhi-02.
2. The Chairman, Central Pollution Control Board, Parivesh Bhavan, CBD-cum-Office Complex, East Arjun Nagar, Delhi--110 032.
3. The Conservator of Forests (C), Ministry of Env. and Forests, Regional Office(NZ) Hays No. 24-25, Sector 31 A, Dakshin Marg, Chandigarh-160030, Tel. : 0172-2600061
4. The Member Secretary, Delhi Pollution Control Committee, 4th Floor, I.S.B.T. Building, Kashmere Gate, Delhi-110006
5. Director (E1), Ministry of Environment and Forests.
6. Guard File.
7. Monitoring File.


(Lalit Kapur)
Director (IA-III)



Delhi Pollution Control Committee

4th & 5th Floor, ISBT Building, Kashmere Gate, Delhi - 110006.
Website : <http://dpcc.delhigovt.nic.in>

CONSENT ORDER

Despatch No. 456

Date: 10/03/2016

Certificate No. O-024885

Name of the Unit: DELHI MUNICIPAL SOLID WASTE SOLUTIONS LTD

Address: MCD WORK SHOP, NEAR POLICE STATION, DELHI-110009

Consent Order No: DPCC/PLG/2016/36691

Date of Issue: 10-03-2016

Product/Activity: WASTE TO ENERGY PLANT (24 MW CAPACITY) BY PROCESSING OF MUNICIPAL SOLID WASTE AT SECTOR-5, POCKET N-1, BEHIND PRGATI POWER STATION, RAWANA INDUSTRIAL AREA, DELHI-110039

The Operation/Establishment/Activity is carried out under the provisions of the Environment Protection Act, 1986 and under section 25/26 of the Water Pollution & Control of Pollution Act, 1986. This consent is subject to terms and conditions attached hereto. The Unit shall apply for Consent to establish/alter/expand the Unit/establishment/Activity and thereafter the consent shall be granted after the requirement under the Air/Water Acts however, does not confer any right to the Unit to be compliant with the provisions of the Environment Protection Act, 1986 and the Water Act, 1986 in this respect and the Unit shall be liable for prosecution under the said Air/Water Acts for past violations, if any.



Prescribed standards:

As per Annexure-1

Verified by: ENVIRONMENTAL ENGINEER

Issuing Authority: SENIOR ENVIRONMENTAL ENGINEER

ANNEXURE - P-6

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Terms and Conditions

- [illegible]

Notwithstanding anything contained in the consent order, North Carolina Central University, hereby certifies that it will, in all the conditions made in the order above and in the said such variations as do make fit for the purpose of enforcement of the said consent order and of the Pollution Act, 1984, as amended to bring about the proper management and control of pollution, it is hereby amended to read:

The Consent Decree obligates the Consent Decree Parties to ensure removal of pollution from the premises of all industrial and commercial sites where air pollution control laws and standards exist, including the 1990s Plan of Action.

This issues in view of the OIA/2018 No. 11 No. DPCG/ (1)(2)(2) Admin-6/5086-9094 Dated 06.03.2018 signed by the member of the consent case.

M. H. SUDJITH
 Vice President (TCE)
 Air Pollution Control Com.
 8551 Lee, S.W. 11th

9. The consentee shall make all efforts to maximize the effluent quantity and reuse/recycle the treated effluent within the premises.

10. The consentee shall install suitable air pollution control devices with the RDF plant to bring down the levels of fugitive emissions below the prescribed limit.

11. The consentee shall install adequate air monitoring control devices with the power plant to ensure the proper treatment of the flue gases generated and to ensure the particulate matter concentration in the flue gases shall not exceed the prescribed norms and the emission of dioxins/furans shall also be controlled. The stack situated to the Power Plant shall not be less than 50 m from the ground level.

12. A) The consentee shall emit all the pollutants within the norms listed out below:-

Parameters	Concentration mg/Nm ³ at 112% CO ₂ Correction
a) Particulate Matter	50
b) NOx	350
c) HCl	50
d) SO ₂	100
e) CO	109
f) Cd	0.1
g) Pb	0.1
h) Hg	0.02
i) HF	0.5
j) Total Dioxins/Furans	0.1ng TEQ/Nm ³
k) Volatile organic compounds in air shall not be more than 0.01%.	

* Sampling duration shall be 5 hrs and Monitoring values shall be reported at specific conditions specified for Common Emissions Waste Incinerator under Environmental Protection Rules, 1986 (extended to one and approved by DPEC in its meeting held on 21.5.2011).

B) Operating Standards: The combustion efficiency (CE) shall be at least 99.00 %. The CE is computed as follows:

$$CE = \frac{\% CO_2 + \% CO}{\% CO_2 + \% CO + \% O_2} \times 100$$

13. Before operation of the plant, the Consentee shall must be provided the following:

- Transportation does not lead to RSPM increase from road/ porting.
- There is adequate facility for handling and storage of sludge. Blue Gas Treatment (BGT) resolves all characteristics of the same including toxicity. Characteristic Leaching Procedure (CLP) analysis are carried out with consequent commissioning of the on-plant treatment pathways including bottom ash within 30 days.
- Installation of sensitive instruments sensors fitted with alarm system to ensure consequence control of instantity at any point of time.
- Facility for handling, storage/disposal of effluents provided.
- Safety & emergency plans as per various Industrial Laws.
- Impact assessment report on proposed MSW feed of vehicles and associated movement related parking thereof.
- The consentee shall set up suitable air quality monitoring stations within and outside the plant premises as per the approved emission with DPEC.

Contd. 5

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14. The consensite shall ensure that online stack emission data shall be cross checked with manual monitoring to validate the instrument's result.

15. The consensite shall meet the following parameters as quality standards at the landfill site:

Parameters	Acceptable levels
(i) Sulphur dioxide	120 $\mu\text{g}/\text{m}^3$ (24 hours)
(ii) Suspended Particulate Matter	500 $\mu\text{g}/\text{m}^3$ (24 hours) Not to exceed 25 per cent of the lower explosive limit (as related to 500 $\mu\text{g}/\text{m}^3$)
(iii) Methane	0.4 $\mu\text{g}/\text{m}^3$ (500 $\mu\text{g}/\text{m}^3$)
(iv) Ammonia daily average (Sample duration 24 hrs)	Hourly average: 2 mg/m^3 Kjeldahl average: 1 mg/m^3
(v) Carbon monoxide	

16. Consensite shall maintain its continuous monitoring system & comply with the web site of Delhi Pollution Control Committee www.delhipollutioncontrol.com

17. The consensite shall select cost effective technologies for collection, processing, disposal of wastes in such a manner that they are proven, sustainable and cost effective and suitable for the purpose for which they are needed. They should also stress on the measures to strengthen the institutional setup for the plant.

18. The consensite shall control the noise from the Diesel Generator Set(s) by providing its acoustic enclosure or by treating the room acoustically to achieve the norms laid down vide Gazette Notification of Ministry of Environment and Forest, Government of India. Adequate stack height shall also be provided with the D/G Set. (Stack height of the D/G Set (in meter) = Height of the Building (in meter) + 4.2 K Va.

19. The consensite shall take adequate measures for control of noise levels from its own sources within the premises in respect of noise, no less than 55 dBA Leq during day time and 45 dBA Leq during night time to meet the prescribed ambient noise standards. Day time is reckoned to be between 6 am and 10 pm and night time is reckoned between 10 pm and 6 am.

20. The consensite shall commence the ground water quality monitoring activity prior to the operation of facility and continue on long term basis as per provisions of *A & R Rules*.

21. The consensite shall observe monitoring at least in different periods - (i) monsoon (May), Monsoon (July-August) and post monsoon (November - 28 January) periods. The monitoring data shall be submitted to Delhi Pollution Control Committee as well as to the Central Ground Water Board on annual basis for its official use.

22. The consensite shall ensure proper lining at the wells and base of waste storage/landfilling area with impermeable material for leachate containment in order to avoid contamination of ground water through seepage.

23. The consensite shall make adequate provisions or arrangements for treatment of leachate so as to treat the leachate as per the standards specified in the Municipal Solid Waste Management and Handling Rules 2000.

24. Consensite shall get the sludge/powder from the evaporation system of leachate treatment tested to know whether the said waste is hazardous and comply with the provisions of Hazardous Waste Management, Handling & Transboundary Rules.

25. The consensite shall adopt and implement adequate safeguards to avoid any contamination of surface as well as ground water as specified in the standards specified in the *A & R Rules*.

26. The consensite shall make suitable provision waste stabilizing the plant effluent.

a) Spraying of appropriate liquid sanitizers shall be adopted for proper control in addition to its waste storage and treatment in sectors.

b) The gas generated from Landfill facility shall be collected and disposed as per rules.

Cum A.

- c) Proper shed shall be provided for the compost yard to prevent the air water coming in contact with the waste in the yard.
- d) Regular uniform air quality monitoring shall be carried out as per the modification of Motor Vehicle (MOVI) 2009.
- e) The minimum width of the green belt surrounding proposed waste facility shall be 9.6 meters wide, plant species that are significant and need for the pollution abatement.
27. The consentee shall set up extreme environmental management cell for effective implementation of the stipulated environmental safeguard under the supervision of a Senior Executive.
28. The consentee shall make adequate measures to minimize the overland surface water flow (especially during monsoon season) in and around the plant site.
29. The site of the consentee is subject to review by Delhi Pollution Control Committee and the Central Ground Water Board after its constitution.
30. In case the facility falls within the proposed tunnel of railway and the aerial distance will be around 500 kilometers, the consentee shall ensure that necessary precautions shall be taken for prevention of land subsidence in the said area.
31. The applicant shall comply in letter and spirit, all the conditions specified by Director General of Civil Aviation (DGCA), concerned officer of Air Force and Airports Authority of India while issuing NOC/permission to erect chimney and establishment of the said plant under relevant Act/Rules.
32. The consentee shall ensure that for the solid waste handling arrangement, there should be a facility of weighing scale for the processing and disposal stage.
33. The consentee shall dispose the non-combustible waste and residue in the appropriate secured landfill site that environmentally acceptable manner and not affect the population residing nearby there and.
34. The consentee shall give the priority for the health monitoring of the sanitary and other workers engaged in the plant site. Handling of waste, effluents, their health regularly. Therefore, they shall be given annual medical examination and undergoing appropriate health, vaccination and first medical treatment. If it is felt that the illness is occupational related. This important aspects needs to be monitored apart from employing skilled experienced technicians / operators and providing safety appliances and utilizing certified handling equipment.
35. The consentee shall ensure that no ground water extraction will be carried out for the proposed project.
36. The consentee shall submit the ground water monitoring reports to Central Ground Water Board, State Unit Office, New Delhi, on regular basis, at least once in a year for assessment.
37. The consentee shall make suitable arrangement to ensure that the fly ash & the bottom ash from Boiler/ BAC generated after combustion in the boiler shall be utilized for manufacturing the building material.
38. The consentee shall make suitable arrangement to ensure that the bottom ash from the Power Plant and BAC shall be disposed in proper manner so that it will create environmental havoc.
39. The consentee shall get the samples of fly ash and bottom ash tested to know the composition of the same.
40. The consentee shall ensure that the solid waste generated daily & silty from the common monitoring basin shall be disposed off at a landfill site.
41. The consentee shall provide proper training, feeding with a pipe is required.
42. The consentee shall provide proper fencing and adequate measures for the entry and exit network and unauthorized person.

Contd. 5.

43. The consentee shall provide waste reception facility to receive wastes brought in for business, office facility for record keeping and shelter for keeping equipment and machinery including pollution abatement equipment.
44. The consentee shall provide appropriate site other internal roads for free movement of vehicles and other necessary roads in the Municipal Waste Recycling Site.
45. The consentee shall provide proper dimension of storm water drains to minimize washing generation and prevent pollution of surface water and also for avoiding flooding and erosion of nearby conditions.
46. The consentee shall construct a non-permeable lining system at the base and walls of wastes storage area at Municipal Waste Recycling Site receiving residues of waste processing, facilities of mixed waste, or waste having contamination of hazardous materials (such as asbestos, batteries, pesticides, herbicides, waste oil, paint product and residues) minimum liner specification shall be a composite liner having 0.3mm high density polyethylene (HDPE) geo-membrane, or equivalent providing 50 cent of soil (every as specified soil) having permeability coefficient not greater than 1×10^{-12} cm/sec. The any associated soil barrier layer for leachate leach and the same shall be disposed at TSD facility and subsequently, buried over or registered recycler where it is applicable as per the provision of the HWM Rules.
47. The consentee shall construct non-permeable lining system at the base of the walls in the waste storage area to prevent the runs of water entering into any storm water lake and pond and ensure the regular monitoring of base line data of ground water quality. The ground water quality within 50 meters of the periphery of the site shall be periodically monitored to ensure that the ground water is not contaminated beyond acceptable limits as prescribed.
48. The consentee shall carry out regular monitoring of ambient air level six times a year at the Commissioning of the plant. The consentee shall also submit quarterly and annual monitoring data to the Municipal Commissioner and Ministry of Environment and Forests, Govt. of India. Source of land.
49. The consentee shall comply with all the corporate and statutory provisions provided in the laws, conditions of consent, for effluent discharge, water and land emission and ambient air quality.
50. The consentee shall be subject to the fulfillment of all the statutory requirements in case of any violations as applicable.
51. The consentee shall apply fresh for renewal permit in case of any change in the project, profile, process, products, implementing agency, etc. or any deviation from the consented information to the office.
52. The consentee is granted to authorized unit to ensure control of pollution from the treatment of leachate but not in violation of other laws and statutory provisions.
53. The consentee shall submit compliance report including adequacy reports of pollution control system from the commissioning along with application for Consent to Operate before commissioning the plant.
54. The applicant shall also comply with all the conditions laid down by the Ministry of Environment and Forests, Govt. of India & the Central Pollution Control Board.
55. The consentee shall submit application for Consent to Operate under Air & Water Act along with requisite consent fees and documents at the before date of commissioning of the plant.
56. In case of failure to comply with any of the consent conditions stated as above, the consent issued shall automatically stand revoked without any notice.

[Handwritten signature]

58. notwithstanding anything contained in this Act, the committee hereby reserved to it the right and powers under sections 21 (3) of the Air (Prevention and Control of Pollution) Act, 1981 as amended to ban under sections 27 (3) of the Water (Prevention and Control of Pollution) Act, 1974 as amended in case to restrict anyone or all the conditions imposed here in above and to make such variations as deemed fit for the purpose of these acts by the committee.

59. That shall install Online Monitoring System before commissioning of the plant and link with DPCO & CPCB server.

The issue as per the decision of the Council Committee in its meeting held on 13.11.2015.

Sr. Environmental Engineer
H-7, City of Waco, TX
Sr. Environmental Engineer
City of Waco, Texas
City of Waco, Texas
City of Waco, Texas

MS-DELHI MESTV Solution Limited
MCD Workshop, Near Police Station,
Model Town Phase-I, Delhi-110009.

8

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Environment Engineer
ASPHOLDING
The Environment Agency
is seeking experienced
engineers to work on
various projects across
the country. The role
will involve assessing
and managing risks to
the environment from
development and
providing advice on
mitigation measures.
Candidates must have
relevant experience and
be able to communicate
effectively with clients
and colleagues.

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ANNEXURE - P-7

368

MUNICIPAL CORPORATION OF DELHI OFFICE OF EXECUTIVE ENGINEER IV (DEMS)

GATE NO-1, ROOM NO-45

DR. B.R. AMBEDKAR STADIUM,
DELHI GATE, DELHI

No. ~~148~~/EE/DEMS/2009/

Dated: 31st Dec, 2009

Subject: - Door to Door Collection, Transfer, Transportation, Developing an integrated Municipal Solid Waste processing facility and engineered Sanitary Land fill facility as per MSW (M&H) Rules 2000, for Civil Lines, Rohini, Vasant Kunj and Dwarka, Paparkalla Zones in Delhi on BOT basis. Regarding Handing over of 100 acres of land at Narela Bawana Development of Processing and Disposal Landfill.

With reference to the above, this is to submit that the land for above said project facility has to be handed over to the M/s Delhi MSW solutions LTD. In this regard it is stated that out of 350 acres of land situated near Narela Bawana site, taken over from the DDA department, for the purpose for Development of Processing and Disposal Landfill site, only 100 acres of land is proposed to be handed over to M/s Delhi MSW solutions LTD. The facilities are to be developed as per the Concession Agreement (CA) Article 1.3.1. (Processing facility- a, b, and c)

Area between Points a, b, c, d & e in attached layout (Flag 'A') have 100 Acres with details below for setting up of integrated MSW processing plant is handed over to M/s DMSWSL. The detail of land is as follows:

Direction	Definition of Boundaries	Points	Length parameter of boundary (mtr)
North (N):	Side Proposed 50 mtr wide road as per Master Plan 2021 along with boundary.	Point a & e	1050.50 mtr
West (W):	Side MCD Land & distance of point (a) from old canal 523 mtr.	Point a & b	501.38 mtr
South (S):	Side Pragati Gas Power Plant boundary along with point b & c.	Point b & c	652.22 mtr
East Side (E):	Sector-5 DSIDC Industrial Area, Bawana from Point c, d & e.	Point c & d Point d & e	105.94 mtr 628.01 mtr

For this purpose the layouts (Flag 'A') and drawings of processing and disposal facility (as per CA) on 100 acres is being handed over to develop Processing and disposal facility as per the CA and drawings submitted.

- (a) Topographical Map of Narela Bawana site.
- (b) Compost Plant
- (c) RDF
- (d) Material Recycle Facility
- (e) Future Expansion and
- (f) Sanitary Landfill for the project period.

It is the sole responsibility of M/s Delhi MSW Solutions Ltd. to take Care of the land which is handed over in all respect. Expenditure incurred in alteration/ renovation to set up for the project facility is as per CA and as per the project requirement, will be borne by M/s DMSWSL.


2.12.109
Executive Engineer-IV (DEMS)

ANNEXURE-P-8

369

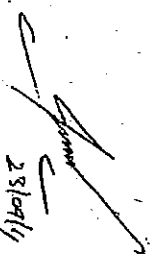
Municipal Corporation of Delhi
Office of the Executive Engineer (DEMS) – IV
Room No 45, Ambedkar Stadium, Delhi Gate, Delhi

No. 199 | 22 (DEMS) IV | 2011-12

Dated 23.9.2011

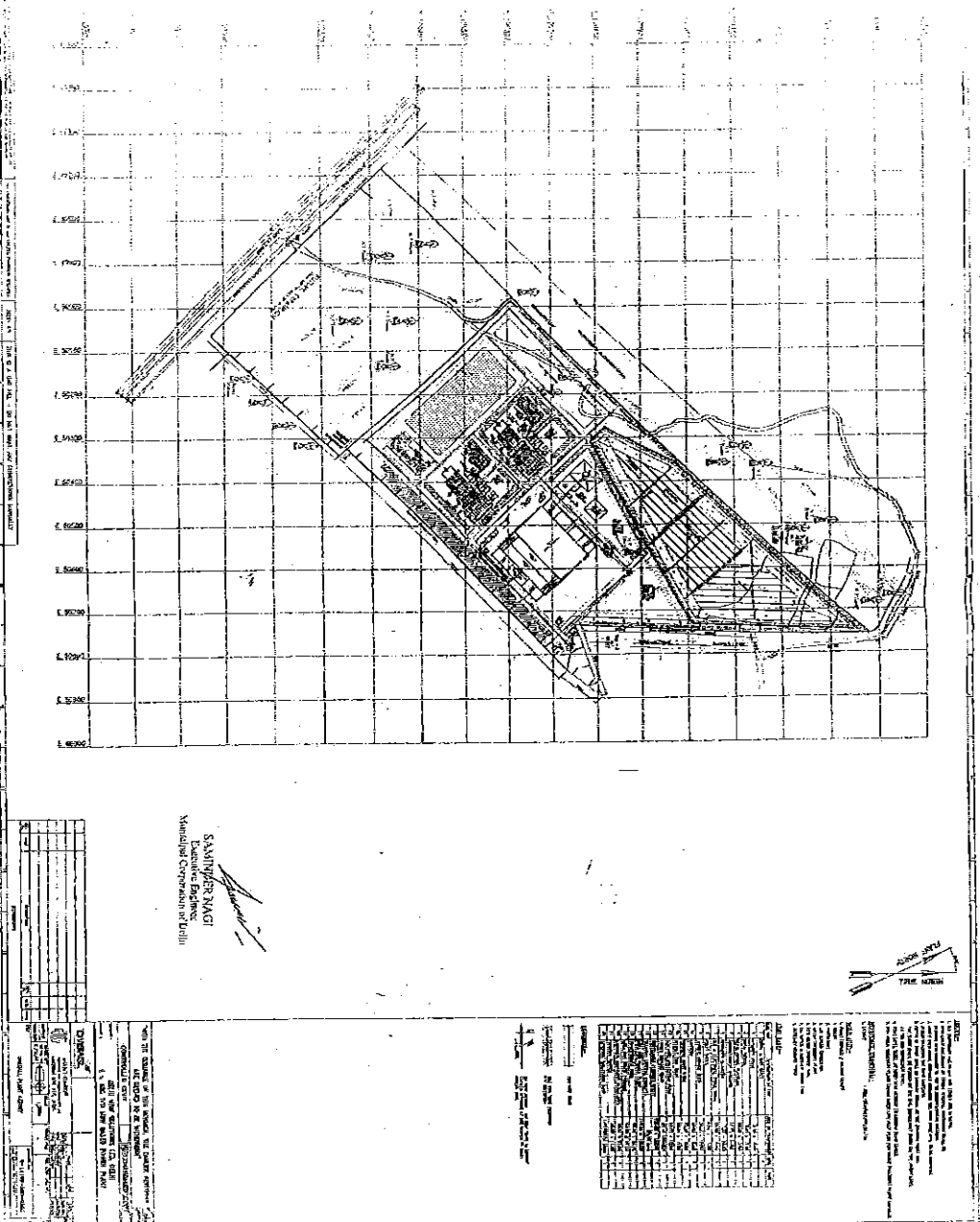
TO WHOMSOEVER IT MAY CONCERN

This is to certify that the site for setting up of Integrated MSW Treatment and Disposal Facility including Waste to Energy at Narela-Bawana which is located in the Northern part of Delhi along Haryana border on Narela Bawana road at a distance of about 5-6 kms from Bawana village towards Narela village. The site is bounded by Western Yamuna canal and high tension wire and electric substation on south, village Sanoth on north east and Narela – Bawan road on north. The 6 digits geo-coordinates of the site are N28°49'14.0", E77°03'51.6" and N28°47'22.4", E77°04'03.8" and the general topography of this site is flat having an elevation of about 200m above MSL.


SAMDINDER NAGI
Executive Engineer
Municipal Corporation of Delhi

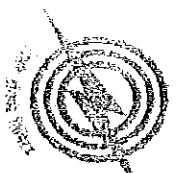
370

ANNEXURE - P-9



Annexure P-16

371



दिल्ली ट्रांसको लिमिटेड
(दिल्ली सरकार का उपक्रम)

DELHI TRANSCO LIMITED

(A Govt of NCT of Delhi Undertaking)

No.F.DTL/202/Mgr (CE & STU)/12-13/Op.(Plg)/T-40/ 61

Dated: 23rd Nov., 2012

Sh. K. Appireddy, Project Head
DELHI MSW SOLUTIONS LTD.
Sector-3, Pocket N-1, Bawana Industrial Area,
Behind Pragati Power Plant Bawana,
New Delhi-110039

Subject : Allocation of bay numbers for Connectivity of Renewal Energy Project (24 MW) based on solid waste at Narela-Bawana site of Delhi , MSW Solution Ltd., through 66 KV line at DTL's 220 KV Sub-Station at Bawana DSIDC.

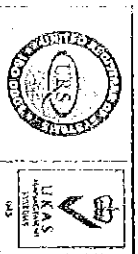
This is in reference to your letter No. DMSL/SITE/DTL/12-13 dated 8.11.2012 for allocation of bay number for Connectivity of Renewal Energy Project (24 MW) based on solid waste at Narela-Bawana site of Delhi , MSW Solution Ltd., at 66 KV level at DTL's 220 KV Sub-Station at Bawana DSIDC as agreed during steering committee meeting dated 26.09.2012.

In this connection, it is submitted that the 66KV bay no. 632 adjoining to 20MVA transformer bay near to main entry gate at DTL's 220 KV Sub-Station Bawana DSIDC, for Connectivity of Renewal Energy Project (24 MW) at Narela-Bawana site, has been allocated by the competent authority subject to the following:

1. Establishment of 66kV Bay shall be done by DTL as a deposit work of Delhi MSW Solutions Ltd. after the deposition of the cost of 66 KV bay, as the cost of the bay shall be borne by the Delhi MSW Solutions Ltd.
2. Subject to resolution of metering & commercial formalities and maintaining synchronization with the system.
3. The routing of the cable inside the sub-station and installation of the cable mounting structure shall be done in consultation with our O&M Department.
4. Submission of line/cable parameters and clearance from the Protection Dept./O&M Dept. of DTL before energizing the feeder.
5. Delhi MSW Solutions Ltd. shall carry out the necessary repair in respect of any damage to the sub station wall/areal trenches, etc., while making connectivity with given bay at DSIDC Bawana, within seven days after completion of the work.

In view of the above, it is requested to kindly contact our O&M /Commercial department for further necessary action.

(Signature)
(Pankaj Kr. Vijay)
Manager (CE&STU)



कार्यालय: कमरा नं-98, शक्ति दीप बिल्डिंग, झंडवालान एक्सटेंशन, नई दिल्ली - 110 055
Office: Room No.98, Shakti Deep Building, Jhandewalan Extn., New Delhi-110055
पंजीकृत कार्यालय: शक्ति सदन, कोटा रोड, नई दिल्ली - 110002
Regd office : Shakti Sadan, Kotla Road, New Delhi - 110 002,
Visit us at www.delhitransco.gov.in, Ph. No. 011-23533773, Fax- 011-23622707

ANNEXURE P-11 372

OFFICE OF THE EXECUTIVE ENGINEER
ND-12/DDA/NARELA/DELHI-110040

No. F.56 (18) A/c/s/ND-12/DDA/

Date:

To,

Delhi M.S.W Solution Ltd, (WTE)
Sector-5, Pocket N-1
Bawana Industrial area
Behind Pragati Power Plant
Bawana, N.Delhi-110039

Sub:- Permission required for laying of 66 KV underground power cable-Reg.

Ref:- DMSWL/WTE/Site/2015-16/Sep/01 dt. 02.09.2015

In reference to your letter referred above and Demand Draft No. 129167dt.06.10.2015 drawn on Dena Bank, Bawana, Delhi amounting to Rs. 3,63,576/- (Three lac sixty three thousand five hundred seventy six only) submitted to this office, permission is hereby granted for laying of 66 KV underground power cable from 66/11 KV Substation in Pocket-II, Sector- G-8, Narela to Ramkey plant boundary wall, Bawana, New Delhi.

Executive Engineer
ND-12/DDA

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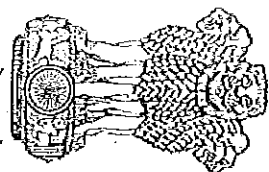
1. SE/CC-8/DDA for kind information please.
2. AAO/ND-12/DDA for information.
3. AE-I/ND-12/DDA for information.
4. AE (P)/ND-12/DDA for information.

ND-12/DDA
Executive Engineer
ND-12/DDA
Executive Engineer
N.D.12/D.D.A.
Narela, Delhi-40

Annexure P-12 373

INDIA NON JUDICIAL

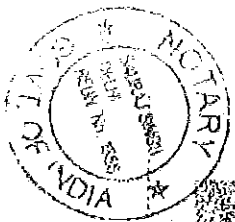
Government of National Capital Territory of Delhi



सत्यमेव जयते

e-Stamp

Certificate No.	: IN-DL69564185981866N
Certificate Issued Date	: 12-Oct-2015 01:19 PM
Account Reference	: IMPACC (SH)/dishimp17/ TIS HAZARI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDSLHIMP1736838980691069N
Purchased by	: TATA POWER DELHI DISTRIBUTION LTD
Description of Document	: Article 5-General Agreement
Property Description	: NA
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TATA POWER DELHI DISTRIBUTION LTD
Second Party	: NA
Stamp Duty Paid By	: TATA POWER DELHI DISTRIBUTION LTD
Stamp Duty Amount(Rs.)	: 50 (Fifty only)



Please write or type below this line

SUPPLY AGREEMENT

This agreement is made on the Friday, 26th February, 2016 at Delhi, between Tata Power Delhi Distribution Ltd. a company incorporated and existing under the Companies Act, 1956, having its Registered office at Grid Sub Station, Hudson Lane, Kirti Nagar, New Delhi - 110009, hereinafter referred to as "TPDDL" which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns, of the one part,

AND
Delhi MSW Solutions Ltd at Plot N-1, Sec-5 DSIIDC Barwana, Delhi-110039 through authorized signatory Mr. Iype George (General-Manager) hereinafter referred to as the "Consumer" which expression in the context otherwise provided includes their legal representatives, and assigns of the other part

collectively referred to as "Parties".

Statutory Alert:

The document is an e-Stamp Certificate issued by the Government of National Capital Territory of Delhi. Any discrepancy in the details on this Certificate shall be the responsibility of the user. The Government of National Capital Territory of Delhi is not responsible for any loss or damage caused by the use of this Certificate.

[Signature]

34 MS



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AGREEMENT

Notification No. 2010937305

CA No. NCDT76316

Registered at

1	Name of the Consumer Name of incorporation (for company), partnership deed (for partnership concern), identity proof of individual	DEEPTI MSY SOCIETY, DELHI
2	Full Address where Electricity Supply is required including telephone, fax and email Address of the site enclosed as Annexure No. 1 of offer with occupancy side deed etc. as Annexure No. 2	POCKET N-1, SECTOR-3, RAWANA INDUSTRIAL AREA, DELHI-110039 Contact-9529193634 Email-type.george@gmail.com
3	Registered Address of the Consumer (Postal, Nearest Landmark and valid Pin Code number) including telephone, fax and email	RAMKY GRAND POSH & LUXE FLOOR, RAWANA INDUSTRIAL COMPLEX, GACHIBOWLI, HYDRABAD-500032 Contact Number-9529193634 Email-type.george@gmail.com
4	Permanent Account Number	AAD0D1758H
5	Billing Address (Postal, Nearest Landmark and valid Pin Code number), where bill is required to be sent including telephone, fax and email	POCKET N-1, SECTOR-3, RAWANA INDUSTRIAL AREA, DELHI-110039
6	Purpose for which Supply is required (Category as per Tariff)	INDHT
7	Type of Industry/Trade (For the purpose of codification)	COMMISSIONING OF WIRING
8	Contract Demand (in KVA)	2688

Contract Demand supply - 66kV 3 phase 50 cycle AC

Estimated load (in KVA): 2500 KW



Signature of Authorised Signatory

VRAN GUPTA

E Code-31277

Head District Services, NCD&RMS

NEW DELHI DISTRIBUTION LTD.

TWILPOWER-DDL

Signature of Authorised Signatory/
Consumer

Consumer



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Whereas TPDDL has been granted a license by the Delhi Electricity Regulatory Commission (DERC) for carrying on the business of Distribution and Retail Supply of electricity in the area of Supply as defined in the said license;

Whereas the Consumer has requested TPDDL to provide supply of electricity for technical energy on Non-domestic High Tension (NHT) exclusively for its own use, and the DERC, SEC 5, DSIDC BAWANA, Delhi-110039 and TPDDL has agreed to provide such supply upon the terms and conditions herein set forth including compliance with the Applicable laws;

Now therefore, in consideration for the mutual covenants and promises herein, this Agreement, it is hereby agreed between the parties hereto as follows:

1. Definitions

In this agreement, unless there is anything repugnant to the context, the under mentioned words and expressions shall have the meanings ascribed to them respectively hereunder:

"Act" shall mean the Electricity Act, 2003;

"Agreement" shall mean the present agreement stipulating the terms, conditions and conditions between TPDDL and the consumer;

"Commission" shall mean the Delhi Electricity Regulatory Commission (DERC);

"Licensee or License Holder" shall have the same meaning as assigned under clause 2 (c) of the Delhi Electricity Regulatory Commission Supply Rules, 2003, Performance Standards Regulations, 2007 and as amended from time to time and in force;

"Rules" shall mean the Indian Electricity Rules, 1936 as amended by the Competent Authority under the provisions of sections 53, 55, 176 of the Indian Electricity Act, 2003;

"Applicable laws" shall mean such Central, State and local laws, rules, regulations, orders and government orders and the transaction envisaged in this Agreement shall be governed by the Indian Electricity Rules, 1936 and other Rules, Regulations issued from time to time and in force including any statutory modifications or replacement of the above;

"Sanctioned load" shall mean the load in KV (Kilovolt) as sanctioned by the DERC under the 95 Power Factor PF, for which TPDDL has agreed to supply from its own supply system, on the governing terms and conditions;

"Contract Demand" shall mean the demand in KV (Kilovolt) as sanctioned by the DERC at 0.95 power factor as provided in this supply agreement, for which the licensee has its specific commitment to supply from time to time subject to the governing terms and conditions. In any case, it shall not be less than 60% of the sanctioned load.



[Signature]
A GUSIA

30058177



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The system of supply for the purpose of supply under this agreement shall be a three-phase with alternating current at a frequency of 50 cycles per second and 230 volts. The frequency and voltage of the supply at the point of commencement of supply shall be as per the agreement. The consumer shall however, be subject to fluctuations that are ordinarily usual and incidental to such supply, transmission and distribution of electrical energy, but such fluctuations shall not, except in the case of extraordinary reasons beyond the control of TPDDL, be between $\pm 10\%$ to $\pm 12.5\%$ in case of TPDDL connection, the limits of variations permitted by law.

4. Consumption /Security Deposit

The consumer shall keep deposit with TPDDL a sum of Rs. 5000/- as security deposit for the registration of the connection and performance of terms and conditions of this agreement. The Consumer shall on TPDDL's requisition, from time to time, pay the security deposit. In the event of the same becoming exhausted, liability on the consumer shall be as per reason whatsoever. TPDDL shall be entitled to appropriate and apply the security and deposit together with interest secured thereupon in or towards payment or satisfaction of all or any bills pending, but not limited to current charge, LPSC arrears etc. which become due from the consumer to TPDDL. However, this shall be without prejudice to any other rights or remedies available to TPDDL may be entitled to in law.

5. Consumer to provide space to accommodate TPDDL's Apparatus

The consumer shall unconditionally provide in his premises necessary weather proof and water proof space of agreed design, free of cost as required and equipment available by TPDDL for housing TPDDL's apparatus, to provide supply under this agreement and for all other facilities necessary for the proper operation, maintenance and safety of the supply. If any additions and alterations are required in such space, the consumer shall be responsible for the same at his own expense after due deliberation with TPDDL.

The responsibility for maintenance and security of such space shall be of the consumer at his own cost. The Consumer shall ensure that the space provided for such apparatus does not have any encumbrances or third party rights. The Consumer shall be required to provide to TPDDL's satisfaction, documents to prove his title over such space and to obtain 'No objection Certificate' and undertaking to TPDDL.

In addition to the foregoing, rules relating to the installation of outdoor sub-station should be followed as mentioned in Electricity Rules 1956 (Part IV, Chapter II, Section 10) and Indian Grid Code as notified by DERC, as the case may be.

All the meters, plant, apparatus and equipment belonging to TPDDL and installed in the consumer's premises, notwithstanding that the same or any part thereof may be fixed or fastened to any part of the consumer's premises or to the soil under it, shall remain the property of TPDDL and shall not be in any way disturbed or repossessed by the consumer without the prior written permission and shall be being accessed by authorized officials of TPDDL.



[Signature]
Sd/-
Code 91277



328

All such rights of access and associated rights shall be exercised by the Consumer and Consumer shall not be entitled to any payment in this regard.

That TPDDL shall be at liberty to place their name plates or any markings on numbers of the said apparatus and equipment belonging to TPDDL and the consumer shall not alter or remove such plates, marks or numbers.

Consumer's equipments and installations for the Low Tension LT network shall be as per the applicable specifications and standards of Bureau of Indian Standards and shall be approved by either TPDDL/EL INSPECTOR as the case may be.

In the event of any exigency, TPDDL reserves the right to disconnect the network and allied equipments, installations and if the LT network is found to be defective, TPDDL shall be entitled to recover from the consumer or his successor in interest deficiency charges equivalent to the cost of rectification of the premises.

Designs, Standards & Maintenance of Equipments

A. Design and Standard of Equipment

(a) The Consumer undertakes to pay TPDDL such amount as may be required in accordance with the rates regulation office orders as may be applicable and in that regard it may be required for the purposes of laying cables, switching meters, poles, apparatus and other equipment "Equipment".

(b) All equipment provided by the consumer and connected with TPDDL's system shall conform to the design and specifications approved by TPDDL and shall be efficiently operated and maintained by the consumer. A list of such equipment, which may be required to be provided by the consumer is enclosed herewith as Enclosure-1. The settings and operations of the various control apparatus belonging to the consumer shall be provisionally approved by TPDDL. It is specifically agreed by the consumer that no equipment shall be connected to TPDDL's system unless same is approved by TPDDL in writing.

(c) Consumer, its Partners/Directors hereby agrees jointly and severally, defend and agree to hold TPDDL including each and all its employees, agents, representatives of TPDDL harmless against civil and criminal liabilities, damages, claims, actions, proceedings, cost and expenses, including reasonable attorney's fees and disbursements in connection therewith, asserted or incurred against or incurred by TPDDL, which arise out of or result from or parallel due to all its malfunctioning or non maintenance of equipment or installation of equipments provided or owned by the consumer, which are not in conformity with the standards and norms in this regard.

B. Maintenance of Equipment

(a) Maintenance when the equipment partly belongs to the consumer.

[Signature]
2088-91277



Apparatus and equipment owned or partly owned by the consumer shall be kept in the consumer's premises and the same shall be duly protected and secured. If the apparatus is sold, assigned or dealt with or parted with by the consumer under any circumstances, it shall be consumer's responsibility to ensure that the said equipment is not lost, stolen, tampered on any account or otherwise.

The consumer shall exercise proper care to protect the property of TPDDL and in the event of loss or any accident whatsoever, including but not limited to theft or damage to TPDDL's property, the cost of necessary repairs or replacement of such property, as the case may be, shall be borne by the consumer alone and upon a written demand of TPDDL, the consumer, without any demand or protest, pay same immediately.

Consumer and its Directors/ Partners hereby unequivocally undertake to jointly and severally indemnify TPDDL against each and all losses, liabilities, damages, claims, actions, proceedings, cost or expenses, incurred by TPDDL, due to theft of the property or damage to the property of TPDDL sustained in the premises of the Consumer, due to any reason whatsoever.

Maintenance when the equipment belongs to Consistent

in cases where the 160% cost of Transference & Allocation is paid for by the consumer, the Transmitter & allied equipment shall be the property of the consumer & the same shall be maintained by Consumer. Further the consumer shall

Exercise proper care to protect IPDLE's Equipment and ensure that IPDLE's Equipment is not tampered with, damaged, altered or removed, and

in the event of loss or damage to TPDDL's Equipment, you shall pay the cost of necessary repairs or replacement.

that as far as the circumstances permit, take precautions to safely store custody of the equipment on his premises belonging to TPDDI and take other precautions to avoid danger arising on such premises from supply lines, wires, pipes and equipment.

TTDDL. In addition to any other rights available under the
State's Right to --

100-69177

9/20/88

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Within the sub-station in the Consumer's premises, or within the sub-station to any other consumer's premises, and/or for distribution of electricity.

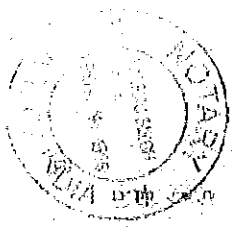
Since the required apparatus, equipment overhead and underground lines (other than those required to control the supply to the Consumer) in the service area of the Consumer for achieving the said purpose.

In the event as explained in (i) & (j) above, right of access for checking, installation, fitting of any equipment, installation, cable, and quantity etc. which the situation may require. In event the equipment, installation, cable etc. is not accessible for any reason whatsoever, TPDDL shall serve a 24 hour notice to the Consumer to make available such equipment, installation, cable etc. for inspection. If the Consumer fails to comply, TPDDL shall be entitled to disconnect supply of the consumer till the equipment, installation, cable etc. of such equipment is carried out by TPDDL, to its satisfaction.

3. Responsibility of consumer to not to interfere with the supply of electricity by TPDDL.

Subject to the terms of this Agreement and the applicable laws, the Consumer unconditionally agrees that it shall not, its agents, representatives, contractors, employees and invitees shall not, interfere in any way with TPDDL's equipment without the prior written consent of TPDDL. For the purposes of this clause 'interfere' shall include but not be limited to:

- Sawing, reaming, resawing, impairing or impairing any part of Supply and/or any connection between the Distribution System and the Main or Sub-station.
 - Disconnecting or altering the connection of any equipment to any system of cables, foundations, pipes, drains or other media to which it may be connected from time to time or to prevent supply of any substance or thing through such connection system.
 - Adding or removing any item or substance of any kind, in or over or from any equipment.
 - Damaging any equipment or doing or causing to do any act which may bring any state of affairs to subsist, as a result of which any equipment would be unable to sustain any material damage.
 - Allowing any other person to interfere with any equipment, installation, cable, or any part thereof, altering any meters or settings on any equipment.
 - Obstructing access to any equipment and
 - Impairing the effectiveness of any structure, wall, fence, gate, or any other means of keeping out intruders.
- Consumer shall always keep TPDDL informed of any use of electricity, direct theft of electricity, theft of material, misuse of any electricity, tapping, abstraction of supply from the apparatus/network of TPDDL and its equipment.

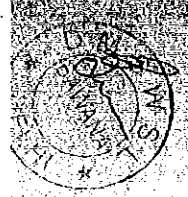


4. Metering

A. Metering Equipment and maintenance:

No installation shall be serviced without a meter. Every consumer shall maintain the electrical energy and the Maximum Demand taken by the consumer in accordance with the agreement, suitable

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metering equipment shall be provided by the licensee and the responsibility of maintenance of supply, which shall be the property of and shall be calibrated by the licensee.

If any consumer elects to provide his own meter at any time, the licensee shall be procured by licensee at consumer's cost or the consumer may purchase the meter. The said meter will, however, have to be consistent with the CEA Regulations, provisions of section 55 of the Act and should have all additional features approved by the Government. The meter purchased by the consumer or by TPDDL on consumer's behalf shall be tested, sealed and sealed by the licensee.

The responsibility of keeping the meter under seal shall be on the consumer. The consumer shall provide suitable and adequate space for the meter and the licensee/TPDDL or its representatives may have ready access. The consumer shall be responsible for TPDDL about any fault, accident or problem noticed with the meter.

It shall be the responsibility of TPDDL to maintain the meter in working order at all times.

B. Meter Reading

The readings of the meters or meter shall be taken once in every billing cycle by TPDDL with the help of Automated Meter Reading (AMR) or any mechanism adopted for this purpose and the readings so taken shall be conclusive and binding on both the licensee and TPDDL as to the amount of maximum demand and electrical energy supplied to the consumer, except in case of any defect/interference/ tampering /short/ malfunction or any such malfunctions whereby TPDDL shall have right to proceed against the consumer in accordance with the provisions of the Act.

The multiplying factor of the meter shall be stated at the time of adoption protocol and the energy consumption of the consumer, shall be arrived at by the licensee, multiplied multiplying factor to the actual reading. The consumer agrees and understands that the payment of all bills where the amount payable is calculated on the energy consumption, by applying the multiplying factor to the actual energy recorded as consumed by the meter.

Provided that in the event of any meter of TPDDL being subject to failure for reasons not attributable to the consumer, the energy consumed during the period when the meter remained defective shall be determined and adjustment of appliances purchased shall be carried out as per Delhi Electricity Regulatory Commission's Supply Code and Performance Standards Regulations, 2007 or as per the rules for the time being in force.

The consumer shall extend all facilities to the licensee to read the meter.

In case, for any reason, meter is not read during any billing cycle, the licensee shall send a provisional bill based on average consumption of last three billing cycles. When readings were taken. Such provisional billing shall not continue for more than three billing cycles at a stretch. The amount so paid shall be adjusted against the bill received in the next billing cycle of actual meter reading during subsequent billing cycles.



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If the meter is rendered inaccessible or two consecutive readings are not received, TPDDL shall serve a fifteen days clear notice to the consumer in writing to be removed and replaced after the premise for the meter reading on date and time indicated in the notice. If the consumer does not comply with the notice, TPDDL shall be entitled to read the meter at any time and place and to stop supply of the consumer for so long as such refusal or failure continues.

C. Testing of Meters

On an application being made to TPDDL the consumer shall be entitled to have a test carried out on the meters at any time and the expenses of such test shall be borne by the consumer. Such meters shall be deemed to be correct if the difference between the readings of the meter and the readings specified by the Regulations framed by the Metering Regulations, 1956 and any modification thereof or as may be in force from time to time. If as a result of such test the meter is proved to be inaccurate, TPDDL shall adjust the consumer's account accordingly as required in accordance with the Electricity Regulatory Commission's Supply Code, 1994, being in force and Standards Regulations, 2007.

10. Wiring

1. Consumer shall install the wiring at its premises as per the provisions of the Indian Electricity Rules, 1956 and Standards specified by Bureau of Indian Standards and/or any applicable codes, regulations/standards in force at the relevant time.

2. At the time of testing of installation, if the TPDDL's representative finds that there is a defect in the consumer wiring, he shall serve notice in writing to make good the defect. If the consumer is not ready to make the wiring safe, he shall serve notice in writing to make good the defect. If the consumer is not ready to make the wiring safe, he shall serve notice in writing to make good the defect.

The connection shall be energized only on removal of the defect.

11. Power Factor

It is expected that the consumer shall install an in-house capacitor bank for power factor correction. The consumer shall maintain power factor of the load at not less than 0.95. If the power factor is below 0.95, the consumer shall be liable to pay a penalty as determined by the DERC.

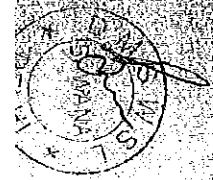
12. Date of Commencement of Supply

The point at which the supply of energy shall be deemed to have commenced shall be the purpose of this agreement shall be the point at which the meter is installed at the consumer's premises or the meter is located in a position to be approved by TPDDL. The consumer shall be subject to provisions of Electricity Act, 2003 and rules framed there under.

13. Date of Commencement of Supply

The consumer shall be deemed to have commenced taking supply of energy from TPDDL on the date of signing of this agreement with TPDDL. The consumer shall be deemed to have commenced taking supply of energy from TPDDL on the date of signing of this agreement with TPDDL. The consumer shall be deemed to have commenced taking supply of energy from TPDDL on the date of signing of this agreement with TPDDL.

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13. If extent of the contract demand is available under the agreement, whichever is earlier. The billing shall commence from the date of commencement of supply.

14. Payment for Supply

The consumer shall pay to TPDDL for electrical energy supplied during the preceding billing period such amount as billed, based on calculated and ascertained consumption, corresponding to the tariff category i.e. NDHT or the highest average load measured in kW or kVA during the preceding 30 minutes period of the billing cycle and shall be taken as per the applicable charges. The consumer shall be liable to pay for whatever surcharge or increase in those rates as may be granted by the TPDDL. The consumer shall be eligible for reduction or rebate as may be granted by the TPDDL. In accordance with Commission's guidelines, TPDDL shall be entitled to change the mode of charging and/or billing as per Commission's guidelines from time to time.

15. Payment of Levies

Any levy, whether it is called electricity tax, sales of service tax, octroi or any other name called, made by the State Government or other competent authorities, on supply of electricity, shall be paid by the consumer from TPDDL shall be paid by the consumer as billed by TPDDL.

16. Non-Payment

The consumer shall pay in full the bill or bills within respective due dates which shall normally be fifteen days from the date of bill, notwithstanding any difference of opinion. If the consumer fails to pay the amount of any bill under this agreement within the time specified in every bill, a surcharge of 15% or as specified from time to time by the DPED of the Government of Punjab or part thereof which remains unpaid shall be levied for each 30 days successive period for the amount of such amount to be paid in full.

Notwithstanding the above, TPDDL reserves the right to discontinue supply of electricity after the due date in the event of non-payment in accordance with Section 26 of the Electricity Act, 1910. TPDDL shall give the consumer 15 clear days' notice to the consumer immediately and for purpose of its intention to discontinue the supply of electrical energy after expiry of the said period. If the payment is not received within the said period, the supply may be resumed only after full payment of all the outstanding dues including the charges for the work of disconnection and reconnection together with the amount as applicable subject to completion of all commercial formalities by the consumer.

17. Failure of Supply/ supply shortage

Save as provided herein, the supply shall be, from time to time, continuous and uninterrupted except in case of load cuts or strikes, break-down of machinery or theft or sabotage or any other reasons or where the supply is affected by causes beyond the control of TPDDL. In such cases, the supply of electrical energy shall be resumed as soon as possible. In case of 'Supply Shortage' which means any circumstance whatsoever which results in the supply of available electrical energy is at any time insufficient to enable it to meet consumer demand, TPDDL shall be liable to pay compensation to the consumer.

18. Revision of Sanctioned Load

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In the event of consumer being desirous of receiving his sanctioned supply, he shall apply for load reduction in prescribed application form *Annexure A* for load reduction to the concerned authority for load reduction in other necessary details. The consumer shall deposit prescribed fee and the relevant documents such as test notice, list of installation etc. may be submitted by the consumer and any request for such reduction of load shall, under the circumstances, be considered or determined by TPDDL before a period of two years from the date of acceptance of supply. TPDDL after verification shall sanction the reduced load within a period of 15 days from the date of acceptance of such application and shall be considered and with the consumer which shall be submitted by the consumer.

Load reduction shall be limited to a maximum of 50% of the sanctioned load at the time of original energization.

In case new load is less than 75% of the sanctioned load, the sanctioned load service line may be required to be changed and cost of the same shall be borne by the consumer alone.

19. Right of Access

The consumer shall, at all reasonable times permit only authorized representatives of TPDDL to have access to his premises for the purpose of inspecting and testing its meter, its equipment, wires, meter and for testing meters and for testing, repairing, replacement or replacement of all equipment belonging to TPDDL and doing all things necessary or incidental to the proper maintenance of supply to the consumer.

20. Termination

A. Consumer's Right to terminate the agreement

1. The Consumer may terminate the agreement by giving written notice to TPDDL.

2. Provided that in those cases where consumer is liable to pay a penalty for being denied with penalty for Load Violation, dishonest abstraction or theft of electricity, the connection shall be surrendered only after final settlement of the said penalty.

B. TPDDL's right to terminate the agreement

TPDDL shall have the right to terminate this agreement by giving written notice of 15 days for termination on the consumer in any of the following cases:

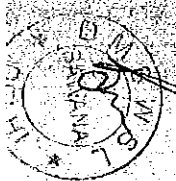
The Consumer is in default of his obligations to ensure the full payment of the consumption deposit in accordance with Clause 4 of this Agreement.

The Consumer fails to pay the full amount towards payment of supply in accordance with Clause 7 of this Agreement on the date on which it is due and payable and such failure is not remedied to the satisfaction of TPDDL within a period of 15 clear days from the date of the service of the notice.

The Consumer is found to have been indulged in any act of theft of electricity or any of the regulations, rules, notification etc by the appropriate authority and the same being in force.



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C. Consequences upon Termination

Upon termination of this Agreement pursuant to Clauses 21(a) and 21(b) and subject to any Regulations and orders passed by the Commission:

- a. A joint inspection of the premises by the representatives of the Consumer and TPDDL to be undertaken at least seven days before the date of surrender of possession, followed by handing over of the equipment including meter owned by TPDDL, as stipulated in the premises to the representative of TPDDL.
- b. TPDDL shall prepare and deliver to the Consumer a final bill setting out the amounts outstanding from the Consumer to TPDDL for:
 - (i) Electrical energy supplied but in respect of which no invoice has yet been prepared at the date of termination
 - (ii) Renewable costs incurred by TPDDL in connection with the termination of the Agreement if the Consumer disputes the reasonableness of the cost, the said costs shall be settled in accordance with Clause 29 of this Agreement.
- c. The Consumer shall pay to TPDDL, within 15 days upon receipt of such final invoice, without deduction, set-off or withholding on any account whatsoever, the amount of such invoice.

21. Contract not Transferable/Assignment

Neither this contract nor any interest, rights, powers and obligations created by the provisions herein shall be transferred or assigned by the consumer in any manner whatsoever without the previous consent in writing of TPDDL.

Provided that the consumer shall intimate TPDDL of any change in its constitution or change in its mode and nature of business etc. at the earliest opportunity.

22. Creation of records by Consumer



The consumer shall afford to TPDDL all reasonable information and facilities to enable TPDDL to keep up-to-date all records required under the provisions of the Electricity Rules and the Regulations applicable under the Government of Karnataka's orders relating to the supply of electrical energy. Consumer shall immediately inform TPDDL in writing upon any change in use of or in any records pertaining to this agreement.

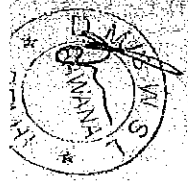
23. Agreement to be read with Applicable Laws

This agreement shall be read and construed as subject in all respects to the relevant provisions of applicable Laws.

24. Amendment and Modification

Any amendment or modification or waiver in co-operation with the Commission shall be effective unless made in writing and signed by both the parties. However, parties may agree to decide otherwise by not specifying a suitable term. Any amendment/modification to the present agreement which later is

[Signature]
S. S. Srinivas
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inferred inconsistent with any regulations, laws in force, such clause shall be subject from such date of
dissemination, publication as the case may be. This Agreement along with the Annexures and the
conditions of Supply notified from time to time constitutes the single encompassing and Agreement
entered into between the Parties

25. Members not to Benefit

No member, agent or employee of TPDDL shall be admitted to any benefit arising out of this contract or to
any benefit to arise there from. Nothing, however, contained herein shall be construed to extend
to any incorporated company if the contract be for the general benefit of the company.

26. Indemnity

Consumer, its Partners/Directors hereby agree, to indemnify and hold TPDDL harmless and undertake to
defend TPDDL, its Promoters, Directors, Attorneys, Agents, authorized agents, authorized
representatives and officers etc against any claim, damages, costs, expenses by a third party,
including Statutory Authority/s, as a result of such claim or its result in or

1. any damages for bodily injury (including death) or property or loss to the property of
TPDDL caused by Consumer;
2. Any damage or bodily injury suffered due to electrocution or to damage by any third person
or employee or agent or representative of the consumer or TPDDL within the premises,
where the electrical network is established under the present agreement due to negligence or
breach of the terms of the present agreement by the consumer;
3. Any claim occurring on account of misconduct, negligence or acts of omission and
commission by Consumer or its employees or agents or representatives or systems, failure to
any claim arising on account of misuse or negligent use of the systems, failure to
follow established procedure by Consumer or its employees or agents or representatives;
4. Any loss or damages suffered by TPDDL due to breach of the conditions of present
agreement by the consumer.

The Consumer/its Partners/Directors hereby jointly and severally agree to indemnify and hold
TPDDL including each and all Promoters, Directors, Attorneys, Agents, authorized agents, authorized
representatives and officers etc harmless against any action, loss, damage, suits, claims, complaints, pending actions, or litigation with the
loss or damage caused due to, any misconduct, negligence, fraud,
misappropriation, etc committed by employee, associate, partner, director, representative, etc
of the Consumer, whether jointly or severally.

27. Force Majeure

Notwithstanding anything to the contrary in this agreement, neither party shall be liable by reason of
failure or delay in the performance of its duties and obligations under this Agreement if such failure or
delay is caused by acts of god, war, riot, fire, civil commotion, strike, lock-out, or any other cause beyond its control
or governmentally quasi-governmental or local authorities, or any other cause beyond its control
and without its fault and negligence.

28. Dispute Resolution

KIRAN GUPTA
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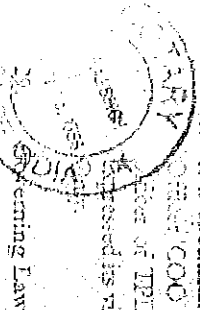
All disputes, questions or differences arising between the Parties in connection with this Agreement or otherwise in relation hereto including the construction and scope of this Agreement shall first be referred and deliberated upon by representatives of each Party and Company as may be designated by each of them not by way of arbitration but with a view to amicably resolve the issue by mutual discussion and consultation.

However, in the event that such dispute, question or difference cannot be amicably resolved between them during the period of 30 days of the dispute being notified by either party for such resolution the same shall be referred to arbitration. The arbitration shall be carried out in accordance with the provisions of Arbitration and Conciliation Act, 1996 as a sole arbitrator to be nominated by CEO/COO of TPDDL or an nominee so agreed by the CEO/COO of TPDDL.

The venue of arbitration shall be New Delhi and all arbitrations proceedings arising out of arbitration proceedings or out of this arrangement shall be held in New Delhi only. The language of arbitration proceedings shall be English and the Parties shall bear their respective costs of arbitration.

The Award of the Arbitrator shall be final and binding upon the Parties to the agreement. Subject as aforesaid the provisions of Arbitration and Conciliation Act, 1996 and the rules thereunder and various modifications thereon in force shall be deemed to apply to the arbitration proceedings under this clause.

It is specifically agreed by the consumer that appointment of arbitrator shall be made by Chief Executive Officer/COO of TPDDL or his nominee shall not be deemed to constitute a ground that he is an officer of TPDDL or has dealt with the matters in question or that he has duties or has expressed his views on all or any matters of dispute. Venue of arbitration proceedings shall be Delhi.



Ministry of Consumer Affairs
Government of India

The parties to this Agreement unequivocally agree that all disputes arising from the matters related to this Agreement shall be subject to the exclusive jurisdiction of Courts located in Delhi only.

31. Waiver of Rights

Notwithstanding to the extent of any right or power under this Agreement shall be deemed as a waiver of such right or power, nor shall any such waiver be deemed to be a waiver of such right or power.

32. Amendment

This Agreement cannot be amended except by a written instrument signed by both parties.

33. Severability

If any part or any provision of this Agreement is or becomes illegal, void, unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining part or provisions of the remaining

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provisions of this Agreement. The parties hereby agree to assume no liability for any invalid or unenforceable provision with a view or enforceable provision, notwithstanding to the extent of the economic, legal and commercial objectives of the Agreement and the agreement entered into between the Parties hereto.

13. Notices

Except as specifically provided elsewhere in this Agreement, all notices shall be sent or permitted to be given by one party to the other under this Agreement shall be in writing and shall be sufficient if made (i) by personal delivery, (including delivery by any commercial courier service with acknowledgment receipt), or (ii) by registered or certified mail, postage prepaid, return receipt requested, or (iii) by facsimile transmission ("fax") to the Parties at the respective addresses set forth in the schedule or to such other person or address as the Party to receive the notice has designated by letter to the other party. The date upon which such notice is so actually delivered, or if the notice is not so delivered or certified mail, the date upon which it is deposited in the mail, or if sent by fax, the date on which the fax was sent, shall be deemed to be the date of delivery of the notice. If the notice is not received within two (2) business days of the fax, shall be deemed to be the date of such receipt, irrespective of the date appearing thereon.

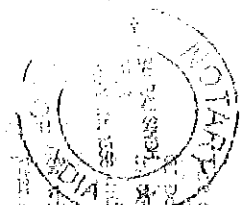
Notices shall be sent, if to the IPDDL:

Head of Group
Key Consumer Group
Tata Power Delhi Distribution Ltd.
2nd Floor, CEN CARE Building,
Keshavpuram,
Delhi 110035

And if to Consumer:
Delhi MSW Solutions LTD
2nd Floor, 2nd N/A
DSHDC Bawana
Delhi-110039

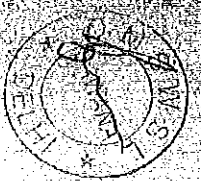
Notices sent by notice from one to the other by the Parties

14. Guaranteed Standards of Performance



The consumer expressly agrees that he shall exercise his right to return the goods if the guaranteed standards of performance contained in Chapter IX of DSR (Supply code) are not met. The consumer shall give 7 days notice to the Company informing of the failure on the part of the goods. The consumer shall be entitled to a refund of the price paid for the goods if the company does not rectify such failure within seven (7) days of receipt of such notice period.


[Signature]
KIRAN GUPTA
E Code-S1277

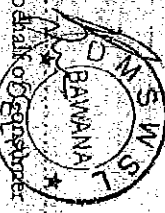


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Annexure P-13

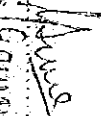
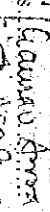
Signed, Stamped/Sealed and delivered by:

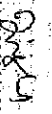

HOLD (CS,KCCGERMS) KIRAN GUPTA
E Code-91277
For and on behalf of Customer Services, KGS & SMS
Tata Power Delhi Distribution Ltd
TATA POWER DELHI DISTRIBUTION LTD


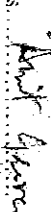

For and on behalf of signifier
Name: MY. TYRE GEORGE
Designation: GENERAL MANAGER

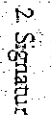
Consumer stamp/ seal

Witnesses:

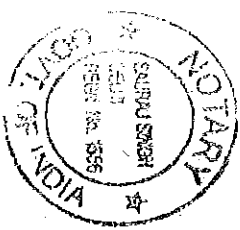
1. Signature: 
Name & Address: 
D-31 V.K.T. Sector-15
Delhi-110

1. Signature: 
Name & Address: DINESH KUMAR MISRA
Flat No. 601, Shagun Apartment,
Sector-28, Rohini, New Delhi

2. Signature: 
Name & Address: 
D-44 Sector-15
Delhi-110

2. Signature: 
Name & Address: CH. SARKIS K. S. S. S.
C4/33, R.S. Properties Building,
Sector-N, Gurgaon, Haryana

The said agreement is being executed on two stamp papers, one to be retained by consumer (executed on stamp paper bearing unique doc. Reference SUBIN-DIDL SHIMP173683898691069N) and the other by TPDDL (executed on stamp paper bearing unique doc. Reference SUBIN-DIDL SHIMP1778541939348076N).



ATTESTED
NOTARY PUBLIC
DELHI (INDIA)

16 MAR 2016



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DELHI MSW SOLUTIONS LTD, BAWANA, NEW DELHI-110039

1X& 1TH SINGLE DRUM WATER TUBE TOP SUPPORTED WASTE TO ENERGY BOILER
HYDRAULIC TEST OF BOILER PRESSURE PARTS (INCLUDING INTEGRAL PIPING)

OF BOILER NO: 5639

I. DRAWING NO. : T6M07-0
II. DESCRIPTION : LCGM-56-4.3/400 WASTE HEAT BOILER
III. DESIGN PRESSURE : 43 Kg/Cm² (g)
IV. HYDRAULIC TEST PRESSURE : 79.5 Kg/Cm² (g)
V. STATUTORY CODE OF REQUIREMENT : Indian Boiler Regulation (1923 version, revised edition from 1950 to 2011)
VI. CIRCUIT INCLUDED IN THE TEST : 1. Boiler water wall 1st, 2nd & 3rd pass.
2. Economizer, Evaporator & Superheater Bundle
3. At drain & vent lines from left, right, front and rear water wall panel & drain lines from Economizer, Evaporator & Superheater Bundle
4. Integral Piping:
a. Downcomer 1st, 2nd & 3rd pass
b. All riser piping connected to the Steam drum
c. Economizer outlet to Drum piping
d. Feed water from steam drum piping & feed inlet piping
e. Feed water heater piping
f. Air preheater piping
g. Saturation steam piping
h. De super heater piping from SH 1 to 2 & 2 to 3.
i. Main steam piping.

VII. TEMPERATURE OF THE WATER IN THE SYSTEM : Ambient Temperature in °C
VIII. DATE OF FILLING WATER IN THE SYSTEM : 04.02.2015
IX. DATE OF HYDRO TEST : 06.02.2015

WE HAVE RAISED THE PRESSURE UPTO HYDRAULIC TEST PRESSURE THAT IS 79.5 Kg/Cm² (g) AND HOLD UPTO 30 MINUTES FOR ALL THE SYSTEMS AND RESULT FOUND OK

SUPEROCH PROJECTS

QUEST

DELHI MSW SOLUTIONS LTD

INSPECTOR OF BOILERS (DELHI)

CHIEF INSPECTOR OF BOILERS (DELHI)

DELHI MSW SOLUTIONS LTD, BAWANA, NEW DELHI-110039

INSEPT SINGLE DRUM WATER TUBE TOP SUPPORTED WASTE TO ENERGY BOILER
HYDRAULIC TEST OF BOILER PRESSURE PARTS (INCLUDING INTEGRAL PIPING)
 OF BOILER NO: 5640

I	DRAWING NO.	T60007-10
II	DESCRIPTION	LC600-56-4.5/400 WASTE HEAT BOILER
III	DESIGN PRESSURE	43 Kg/Cm ² (g)
IV	HYDRAULIC TEST PRESSURE	79.5 Kg/Cm ² (g)
V	STANDARD CODE OF REQUIREMENT	Indian Boiler Regulation (1923 version, revised edition from 1950 to 2011)
VI	CIRCUIT INCLUDED IN THE TEST	1. Boiler water wall 1 st , 2 nd & 3 rd pass. 2. Economizer, Evaporator & Superheater Bundle 3. All drain & vent lines from left, right, front and rear water wall panel & drain lines from Economizer, Evaporator & Superheater Bundle 4. Integral Piping: a. Downcomer 1 st , 2 nd , & 3 rd pass. b. All riser piping connected to the Steam drum c. Economizer outlet to Drum piping d. Feed water from steam drum piping & feed inlet piping. e. Feed water heater piping f. Air preheater piping g. Saturation steam piping h. Re super heater piping from SH 1 to 2 & 2 to 3. i. Main steam piping j. Ambient Temperature in °C
VII	TEMPERATURE OF THE WATER IN THE SYSTEM	04.02.2015
VIII	DATE OF FILLING WATER IN THE SYSTEM	06.02.2015
IX	DATE OF HYDRO TEST	

WE HAVE RAISED THE PRESSURE UPTO HYDRAULIC TEST PRESSURE THAT IS 79.5 Kg/Cm² (g) AND HOLD UPTO 30 MINUTES FOR ALL THE SYSTEMS AND RESULT FOUND OK

SWMTECH PROJECTS

QUEST

DELHI MSW SOLUTIONS LTD.

INSPECTOR OF BOILERS (DELHI)

CHIEF INSPECTOR OF BOILERS (DELHI)

ANNEXURE P-14 392

- विवाह अनुदान
- जीवन-निर्वाह अनुदान
- सहकारियों एवं स्वयंसेवी समूहों के लिए आय सृजन योजनाओं को बढ़ावा देना
- बीज, कीटनाशक एवं उर्वरक सब्सिडी तथा सिंचाई सहायता

उपर्युक्त अतिरिक्त प्रावधानों के अलावा वर्तमान में लागू पुनर्वास एवं पुनःस्थापन राष्ट्रीय नीति के प्रावधान सामान्यतः प्रभावी बने रहेंगे।

MINISTRY OF POWER RESOLUTION

New Delhi, the 28th January, 2016

TARIFF POLICY

No. 23/2005-R&R (Vol-IX).—1.0 INTRODUCTION

1.1 In compliance with section 3 of the Electricity Act 2003, the Central Government notified the Tariff Policy on 6th January, 2006. Further amendments to the Tariff Policy were notified on 31st March, 2008, 20th January, 2011 and 8th July, 2011. In exercise of powers conferred under section 3(3) of Electricity Act 2003, the Central Government hereby notifies the revised Tariff Policy to be effective from the date of publication of this resolution in the Gazette of India.

Notwithstanding anything done or any action taken or purported to have been done or taken under the provisions of the Tariff Policy notified on 6th January, 2006 and amendments made thereunder, shall, in so far as it is not inconsistent with this Policy, be deemed to have been done or taken under provisions of this revised policy.

1.2 The National Electricity Policy has set the goal of adding new generation capacity and enhancing per capita availability of electricity per year and to not only eliminate energy and peaking shortages but to also have a spinning reserve as specified by the Central Electricity Authority. Development of the power sector has also to meet the challenge of providing access for affordable electricity to all households in next five years.

1.3 It is therefore essential to attract adequate investments in the power sector by providing appropriate return on investment as budgetary resources of the Central and State Governments are incapable of providing the requisite funds. It is equally necessary to ensure availability of electricity to different categories of consumers at reasonable rates for achieving the objectives of rapid economic development of the country and improvement in the living standards of the people.

1.4 Balancing the requirement of attracting adequate investments to the sector and that of ensuring reasonability of user charges for the consumers is the critical challenge for the regulatory process. Accelerated development of the power sector and its ability to attract necessary investments calls for, inter alia, consistent regulatory approach across the country. Consistency in approach becomes all the more necessary considering the large number of States and the diversities involved.

2.0 LEGAL POSITION

2.1 Section 3 (1) of the Electricity Act, 2003 empowers the Central Government to formulate the tariff policy. Section 3(3) of the Act enables the Central Government to review or revise the tariff policy from time to time.

2.2 Central Electricity Regulatory Commission (CERC) and State Electricity Regulatory Commissions (SERCs) shall be guided by the tariff policy in discharging their functions including framing the regulations.

2.3 Regulatory Commissions shall be guided by the principles and methodologies specified by the Central Commission for determination of tariff applicable to generating companies and transmission licensees.

2.4 The Forum of Regulators has been constituted by the Central Government under the provisions of the Act which would, inter alia, facilitate consistency in approach specially in the area of distribution.

3.0 EVOLUTION OF THE POLICY

The tariff policy has been evolved in consultation with the State Governments, the Central Electricity Authority (CEA), the Central Electricity Regulatory Commission and various stakeholders.

4.0 OBJECTIVES OF THE POLICY

The objectives of this tariff policy are to:

- (a) Ensure availability of electricity to consumers at reasonable and competitive rates;
- (b) Ensure financial viability of the sector and attract investments;
- (c) Promote transparency, consistency and predictability in regulatory approaches across jurisdictions and minimise perceptions of regulatory risks;
- (d) Promote competition, efficiency in operations and improvement in quality of supply;
- (e) Promote generation of electricity from Renewable sources;
- (f) Promote Hydroelectric Power generation including Pumped Storage Projects (PSP) to provide adequate peaking reserves, reliable grid operation and integration of variable renewable energy sources;
- (g) Evolve a dynamic and robust electricity infrastructure for better consumer services;
- (h) Facilitate supply of adequate and uninterrupted power to all categories of consumers;
- (i) Ensure creation of adequate capacity including reserves in generation, transmission and distribution in advance, for reliability of supply of electricity to consumers.

5.0 GENERAL APPROACH TO TARIFF

5.1 Introducing competition in different segments of the electricity industry is one of the key features of the Electricity Act, 2003. Competition will lead to significant benefits to consumers through reduction in capital costs and also efficiency of operations. It will also facilitate the price to be determined competitively. The Central Government has already issued detailed guidelines for tariff based bidding process for procurement of electricity by distribution licensees.

5.2 All future requirement of power should continue to be procured competitively by distribution licensees except in cases of expansion of existing projects or where there is a company owned or controlled by the State Government as an identified developer and where regulators will need to resort to tariff determination based on norms provided that expansion of generating capacity by private developers for this purpose would be restricted to one time addition of not more than 100% of the existing capacity.

Provided further that the Appropriate Commission, as defined in the Electricity Act, 2003, shall ensure that in case of expansion of such projects, the benefit of sharing of infrastructure of existing project and efficiency of new technology is passed on to consumers through tariff.

Provided also that the State Government can notify a policy to encourage investment in the State by allowing setting up of generating plants, including from renewable energy sources out of which a maximum of 35% of the installed capacity can be procured by the Distribution Licensees of that State for which the tariff may be determined under Section 62 of the Electricity Act, 2003.

Provided that notwithstanding the provision contained in para 5.1(i) of the policy, the tariff for such 35% of the installed capacity shall be determined by SERC.

However, the 15% of power outside long term PPAs allowed under para 5.7.1 of National Electricity Policy shall not be included in 35% allowed to be procured by Distribution Licensees of the State.

5.3 The tariff of all new generation and transmission projects of company owned or controlled by the Central Government shall continue to be determined on the basis of competitive bidding as per the Tariff Policy notified on 6th January, 2006 unless otherwise specified by the Central Government on case to case basis.

Further, intra-state transmission projects shall be developed by State Government through competitive bidding process for projects costing above a threshold limit which shall be decided by the SERCs.

5.4 The Central Electricity Regulatory Commission in consultation with Central Electricity Authority and other stakeholders shall frame within six months, regulations for determination of tariff for generation of electricity from projects using coal washery rejects. These regulations shall also be followed by State Electricity Regulatory Commissions.

Provided that procurement of power from coal washery rejects based projects developed by Central/State PSUs, Joint Venture between Government Company and Company other than Government Company in which shareholding of company other than Government Company either directly or through any of its subsidiary company or associate company shall not be more than 26% of the paid up share capital, can be done under Section 62 of the Act.

5.5 The developer of a hydroelectric project, including Pumped Storage Plant (PSP), would have the option of getting the tariff determined by the Appropriate Commission for the power to be sold through long term Power Purchase

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Agreements (PPAs) on the basis of performance based cost of service regulations if the following conditions are fulfilled:

- (a) The Appropriate Commission is satisfied that the project site has been allotted to the developer by the concerned State Government after following a transparent two stage process. The first stage should be for prequalification on the basis of criteria of financial strength, past experience of developing infrastructure projects of similar size, past track record of developing projects on time and within estimated costs, turnover and ability to meet performance guarantee etc. In the second stage, bids are to be called on the basis of only one single quantifiable parameter, such as, additional free power in excess of percentage of free power, as notified by the Central Government, equity participation offered to the State Government, or any other parameter to be notified by the Central Government from time to time.
- (b) Concurrence of CEA (if required under Section 8 of the Act), financial closure, award of work and long term Power Purchase Agreement (PPA) (of the duration of 35 years or more) of the capacity specified in (c) below with distribution licenses are completed by 15.08.2022.
- (c) Long term PPA is firmed up for 60% or more of the total saleable design energy, balance being allowed for merchant sale.
Provided that distribution licenses can extend the duration of long term PPA beyond 35 years for a further period of 15 years at the existing terms and conditions subject to the approval of Appropriate Commission.
Provided further that nothing contained in this clause shall apply to Pumped Storage Plants (PSP).
- (d) The time period for commissioning of all the units of the project shall be fixed at four years from the date of approval of the commissioning schedule by the Appropriate Commission. However, the Appropriate Commission may, after recording reasons in writing, fix longer time period for hydro electric projects (reservoir as well as run-of- river projects) of more than 100 MW capacity. Agreed timelines to achieve the fixed commissioning schedule alongwith penalty for delay shall be decided by the Appropriate Commission in consultation with the Central Electricity Authority. The Appropriate Commission shall allow pass through the interest During Construction (IDC) and Financing Cost (FC) only upto the period of delay not attributable to the developer, as approved by the CEA.
- (e) Award of contracts for supply of equipment and construction of the project, either through a turnkey or through well defined packages, are done on the basis of international competitive bidding.
- 5.6 Notwithstanding anything contained in Para 5.5 above, the developers of hydro electric projects of more than 100 MW design capacity for which sites have been awarded earlier by following a transparent process and on the basis of pre-determined set of criteria would have the option of getting the tariff determined by the Appropriate Commission for the power to be sold through long term PPA on the basis of cost plus under Section 62 of the Act.
- 5.7 In case of projects covered under Para 5.5 and 5.6, the Appropriate Commission shall determine tariff ensuring the following:
 - (i) Any expenditure incurred or committed to be incurred by the project developer for getting project site allotted (except free power as notified) would neither be included in the project cost, nor any such expenditure shall be passed through in tariff.
 - (ii) The project cost shall include the cost of the approved R&R plan of the Project which shall be in conformity with the following:
 - (a) the National Rehabilitation & Resettlement Policy currently in force;
 - (b) the R&R package as enclosed at appendix.
 - (iii) Annual fixed charges shall be taken pro-rata to the saleable design energy tied up on the basis of long term PPAs with respect to total saleable design energy. The total saleable design energy shall be arrived at by deducting the following from the design energy at the bus bar:
 - a) Free power as notified by the Central Government from time to time for the host State and the riparian State and percentage for contribution towards Local Area Development Fund as constituted by the State Government. This free power may be suitably staggered as decided by the State Government.
 - b) Energy corresponding to 100 units of electricity to be provided free of cost every month to every Project Affected Family notified by the State Government to be offered through the concerned distribution licensee in the designated resettlement area/projects area for a period of ten years from the date of commissioning.

5.8 The Appropriate Commission shall provide for suitable regulatory framework for incentivizing the developers of Hydro Electric Projects (HEPs) for using long-term financial instruments in order to reduce the tariff burden in the initial years.

5.9 The real benefits of competition would be available only with the emergence of appropriate market conditions. Shortages of power supply will need to be overcome. Multiple players will enhance the quality of service through competition. All efforts will need to be made to bring power industry to this situation as early as possible in the overall interests of consumers. Transmission and distribution, i.e. the wires business is internationally recognized as having the characteristics of a natural monopoly where there are inherent difficulties in going beyond regulated returns on the basis of scrutiny of costs.

5.10 Consumer interest is best served in ensuring viability and sustainability of the entire value chain viz., generation, transmission and distribution of electricity, while at the same time facilitating power supply at reasonable rate to consumers. The financial turnaround/restructuring plans are approved by the Appropriate Government from time to time to achieve this objective. The Appropriate Government as well as the Appropriate Commission while implementing such plans shall ensure viability of the generation, transmission and distribution in terms of recovery of all prudent costs.

5.11 Tariff policy lays down the following framework for performance based cost of service regulation in respect of aspects common to generation, transmission as well as distribution. These shall not apply to competitively bid projects as referred to in para 6.1 and para 7.1 (6). Sector specific aspects are dealt with in subsequent sections.

a) Return on Investment

Balance needs to be maintained between the interests of consumers and the need for investments while laying down rate of return. Return should attract investments at par with, if not in preference to, other sectors so that the electricity sector is able to create adequate capacity. The rate of return should be such that it allows generation of reasonable surplus for growth of the sector.

The Central Commission would notify, from time to time, the rate of return on equity for generation and transmission projects keeping in view the assessment of overall risk and the prevalent cost of capital which shall be followed by the SERCs also. The rate of return notified by CERC for transmission may be adopted by the SERCs for distribution with appropriate modification taking into view the risks involved. For uniform approach in this matter, it would be desirable to arrive at a consensus through the Forum of Regulators.

While allowing the total capital cost of the project, the Appropriate Commission would ensure that these are reasonable and to achieve this objective, requisite benchmarks on capital costs should be evolved by the Regulatory Commissions. The Central Commission may adopt either Return on Equity or Return on Capital approach whichever is considered better in the interest of the consumers.

The State Commission may consider 'distribution and supply margin' as basis for allowing returns in distribution business at an appropriate time. The State Commission may also consider price cap regulation based on comprehensive study. The Forum of Regulators should evolve a comprehensive approach in this regard. The considerations while preparing such an approach would, inter-alia, include issues such as reduction in Aggregate Technical and Commercial losses, improving the standards of performance and reduction in cost of supply.

b) Equity Norms

For financing of future capital cost of projects, a Debt: Equity ratio of 70:30 should be adopted. Promoters would be free to have higher quantum of equity investments. The equity in excess of this norm should be treated as loans advanced at the weighted average rate of interest and for a weighted average tenor of the long term debt component of the project after ascertaining the reasonableness of the interest rates and taking into account the effect of debt restructuring done, if any. In case of equity below the normative level, the actual equity would be used for determination of Return on Equity in tariff computations.

c) Depreciation

The Central Commission may notify the rates of depreciation in respect of generation and transmission assets. The depreciation rates so notified would also be applicable for distribution assets with appropriate modification as may be evolved by the Forum of Regulators.

Provided that the Appropriate Commission shall specify, for the purpose of tariff determination, a upper ceiling of the rate of depreciation to be applicable during the useful life of the project and the developer shall have the option of indicating, while seeking approval for tariff, lower rate of depreciation subject to the aforesaid ceiling.

The rates of depreciation so notified would be applicable for the purpose of tariffs as well as accounting.

There should be no need for any advance against depreciation.

Benefit of reduced tariff after the assets have been fully depreciated should remain available to the consumers.

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Notwithstanding the above, power from those plants of a generating company, where either whose PPAs have expired or plants have completed their useful life, may be bundled with power from renewable generating plants to be set up through the process of bidding or for which the equipment for setting up such plant is procured through competitive bidding. In such cases, power from such plants can be reallocated to beneficiaries purchasing power from renewable energy generating plants on the principles to be decided by Appropriate Government. The Obligated Entities which finally buy such power shall account towards their renewable purchase obligation to the extent of power bought from renewable energy generating plants.

The scheduling and despatch of such conventional and renewable generating plants shall be done separately.

d) Cost of Debt

Structuring of debt, including its tenure, with a view to reducing the tariff should be encouraged. Savings in costs on account of subsequent restructuring of debt should be suitably incentivised by the Regulatory Commissions keeping in view the interests of the consumers.

e) Cost of Management of Foreign Exchange Risk

Foreign exchange variation risk shall not be a pass through. However, appropriate costs of hedging and swapping to take care of foreign exchange variations should be allowed for debt obtained in foreign currencies. This provision would be relevant only for the projects where tariff has not been determined on the basis of competitive bids.

f) Operating Norms

Suitable performance norms of operations together with incentives and disincentives would need to be evolved along with appropriate arrangement for sharing the gains of efficient operations with the consumers. Except for the cases referred to in para 5.11(f)(2), the operating parameters in tariffs should be at "normative levels" only and not at "lower of normative and actuals". This is essential to encourage better operating performance. The norms should be efficient, reliable to past performance, capable of achievement and progressively reflecting increased efficiencies and may also take into consideration the latest technological advancements, fuel, vintage of equipments, nature of operations, level of service to be provided to consumers etc. Continued and proven inefficiency must be controlled and penalized.

The Central Commission would, in consultation with the Central Electricity Authority, notify operating norms from time to time for generation and transmission. The SERC would adopt these norms. In cases where operations have been much below the norms for many previous years, the SERCs may fix relaxed norms suitably and draw a transition path over the time for achieving the norms notified by the Central Commission, or phase them out in accordance with the norms specified by the Authority in this regard.

Operating norms for distribution networks would be notified by the concerned SERCs. For uniformity, the Forum of Regulators should evolve model guidelines taking into consideration the state specific distinctive features.

g) Renovation and Modernization

Renovation and modernization of generation plants (including repowering of wind generating plants) need to be encouraged for higher efficiency levels even though they may have not completed their useful life. This shall not include periodic overhauls. A Multi-Year Tariff (MYT) framework may be prescribed which should also cover capital investments necessary for renovation and modernization and an incentive framework to share the benefits of efficiency improvement between the utilities and the beneficiaries with reference to revised and specific performance norms to be fixed by the Appropriate Commission. Appropriate capital costs required for predetermined efficiency gains and/or for sustenance of high level performance would need to be assessed by the Appropriate Commission.

h) Multi Year Tariff

- 1) Section 61 of the Act states that the Appropriate Commission for determining the terms and conditions for the determination of tariff shall be guided, inter-alia, by Multi-Year Tariff (MYT) principles. The framework should feature a five-year control period. The initial control period may, however, be of 3 year duration for transmission and distribution if deemed necessary by the Regulatory Commission on account of data uncertainties and other practical considerations. In cases of lack of reliable data, the Appropriate Commission may state assumptions in MYT for first control period and a fresh control period may be started as and when more reliable data becomes available.

- 2) In cases where operations have been much below the norms for many previous years, the initial starting point in determining the revenue requirement and the improvement trajectories should be recognized at

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"relaxed" levels and not the "desired" levels. Suitable benchmarking studies may be conducted to establish the "desired" performance standards. Separate studies may be required for each utility to assess the capital expenditure necessary to meet the minimum service standards.

- 3) Once the revenue requirements are established at the beginning of the control period, the Regulatory Commission should focus on regulation of outputs and not the input cost elements. At the end of the control period, a comprehensive review of performance may be undertaken.
- 4) Uncontrollable costs should be recovered speedily to ensure that future consumers are not burdened with past costs. Uncontrollable costs would include (but not limited to) fuel costs, costs on account of inflation, taxes and cess, variations in power purchase unit costs including on account of adverse natural events.
- 5) Clear guidelines and regulations on information disclosure may be developed by the Regulatory Commissions. Section 62 (2) of the Act empowers the Appropriate Commission to require licensees to furnish separate details, as may be specified in respect of generation, transmission and distribution for determination of tariff.

(i) **Benefits under Clean Development Mechanism (CDM)**

Tariff fixation for all electricity projects (generation, transmission and distribution) that result in lower Green House Gas (GHG) emissions than the relevant base line should take into account the benefits obtained from the Clean Development Mechanism (CDM) into consideration, in a manner so as to provide adequate incentive to the project developers.

(i) **Composite Scheme**

Sub-section (b) of Section 79(1) of the Act provides that Central Commission shall regulate the tariff of generating company, if such generating company enters into or otherwise have a composite scheme for generation and sale of electricity in more than one State.

Explanation: The composite scheme as specified under section 79(1) of the Act shall mean a scheme by a generating company for generation and sale of electricity in more than one State, having signed long-term or medium-term PPA prior to the date of commercial operation of the project (the COD of the last unit of the project will be deemed to be the date of commercial operation of the project) for sale of atleast 10% of the capacity of the project to a distribution licensee outside the State in which such project is located.

5.1.2 While it is recognized that the State Governments have the right to impose duties, taxes, cess on sale or consumption of electricity, these could potentially distort competition and optimal use of resources especially if such levies are used selectively and on a non-uniform basis.

In some cases, the duties etc. on consumption of electricity is linked to sources of generation (like captive generation) and the level of duties levied is much higher as compared to that being levied on the same category of consumers who draw power from grid. Such a distinction is invidious and inappropriate. The sole purpose of freely allowing captive generation is to enable industries to access reliable, quality and cost effective power. Particularly, the provisions relating to captive power plants which can be set up by group of consumers has been brought in recognition of the fact that efficient expansion of small and medium industries across the country will lead to faster economic growth and creation of larger employment opportunities.

For realizing the goal of making available electricity to consumers at reasonable and competitive prices, it is necessary that such duties are kept at reasonable level.

5.1.3 The Act provides for introduction of open access for consumers of one megawatt and above in a time bound manner. The Regulatory Commissions shall introduce open access for different categories of consumers as per the provisions of the Act.

6.0 GENERATION

Accelerated growth of the generation capacity sector is essential to meet the estimated growth in demand. Adequacy of generation is also essential for efficient functioning of power markets. At the same time, it is to be ensured that new capacity addition should deliver electricity at most efficient rates to protect the interests of consumers. This policy stipulates the following for meeting these objectives.

6.1 Procurement of power

As stipulated in para 5.1, power procurement for future requirements should be through a transparent competitive bidding mechanism using the guidelines issued by the Central Government from time to time. These guidelines provide for procurement of electricity separately for base load requirements and for peak load requirements. This would facilitate setting up of generation capacities specifically for meeting such requirements.

However, some of the competitively bid projects as per the guidelines dated 19th January, 2005 have experienced difficulties in getting the required quantity of coal from Coal India Limited (CIL). In case of reduced quantity of

domestic coal supplied by CIL, vis-à-vis the assured quantity or quantity indicated in Letter of Assurance/FSA the cost of imported/market based e-auction coal procured for making up the shortfall, shall be considered for being made a pass through by Appropriate Commission on a case to case basis, as per advisory issued by Ministry of Power vide OM No. PU-12/2011-PPC (Vol-III) dated 31.7.2013.

6.2 Tariff structuring and associated issues

- (1) A two-part tariff structure should be adopted for all long-term and medium-term contracts to facilitate Merit Order dispatch. According to National Electricity Policy, the Availability Based Tariff (ABT) is also to be introduced at State level. This framework would be extended to generating stations (including grid connected captive plants of capacities as determined by the SERC). The Appropriate Commission shall introduce differential rates of fixed charges for peak and off peak hours for better management of load within a period of two years.

Power stations are required to be available and ready to dispatch at all times. Notwithstanding any provision contained in the Power Purchase Agreement (PPA), in order to ensure better utilization of un-requisitioned generating capacity of generating stations, based on regulated tariff under Section 62 of the Electricity Act, 2003, the procurer shall communicate, at least twenty four hours before 00.00 hours of the day when the power and quantum thereof is not requisitioned by it enabling the generating stations to sell the same in the market in consonance with laid down policy of Central Government in this regard. The developer and the procurers signing the PPA would share the gains realized from sale, if any, of such un-requisitioned power in market in the ratio of 50:50, if not already provided in the PPA. Such gain will be calculated as the difference between selling price of such power and fuel charge. It should, however, be ensured that such merchant sale does not result in adverse impact on the original beneficiary(ies) including in the form of higher average energy charge vis-à-vis the energy charge payable without the merchant sale. For the projects under section 63 of the Act, the methodology for such sale may be decided by the Appropriate Commission on mutually agreed terms between procurer and generator or unless already specified in the PPA.

- (2) Power Purchase Agreement should ensure adequate and bankable payment security arrangements to the Generating companies. In case of persisting default on payment of agreed tariff as per PPA in spite of the available payment security mechanisms like letter of credit, escrow of cash flows etc. the generating companies may sell such power to other buyers.
- (3) In case of coal based generating stations, the cost of project will also include reasonable cost of setting up coal washeries, coal beneficiation system and dry ash handling & disposal system.
- (4) After the award of bids, if there is any change in domestic duties, levies, cess and taxes imposed by Central Government, State Governments/Union Territories or by any Government instrumentality leading to corresponding changes in the cost, the same may be treated as "Change in Law" and may unless provided otherwise in the PPA, be allowed as pass through subject to approval of Appropriate Commission.

- (5) The thermal power plant(s) including the existing plants located within 50 km radius of sewage treatment plant of Municipality/local bodies/similar organization shall in the order of their closeness to the sewage treatment plant, mandatorily use treated sewage water produced by these bodies and the associated cost on this account be allowed as a pass through in the tariff. Such thermal plants may also ensure back-up source of water to meet their requirement in the event of shortage of supply by the sewage treatment plant. The associated cost on this account shall be factored into the fixed cost so as not to disturb the merit order of such thermal plant. The shutdown of the sewage treatment plant will be taken in consultation with the developer of the power plant.

6.3 Harnessing captive generation

Captive generation is an important means to making competitive power available. Appropriate Commission should create an enabling environment that encourages captive power plants to be connected to the grid.

Such captive plants could supply surplus power through grid subject to the same regulation as applicable to generating companies. Firm supplies may be bought from captive plants by distribution licensees using the guidelines issued by the Central Government under section 63 of the Act taking into account second proviso of para 5.2 of this Policy.

The prices should be differentiated for peak and off-peak supply and the tariff should include variable cost of generation at actual levels and reasonable compensation for capacity charges.

Wheeling charges and other terms and conditions for implementation should be determined in advance by the respective State Commission, duly ensuring that the charges are reasonable and fair.

Grid connected captive plants could also supply power to non-captive users connected to the grid through available transmission facilities based on negotiated tariffs. Such sale of electricity would be subject to relevant regulations for open access including compliance of relevant provisions of rule 3 of the Electricity Rules, 2005.

6.4 Renewable sources of energy generation including Co-generation from renewable energy sources:

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- (1) Pursuant to provisions of section 86(1)(e) of the Act, the Appropriate Commission shall fix a minimum percentage of the total consumption of electricity in the area of a distribution licensee for purchase of energy from renewable energy sources, taking into account availability of such resources and its impact on retail tariffs. Cost of purchase of renewable energy shall be taken into account while determining tariff by SERCs. Long term growth trajectory of Renewable Purchase Obligations (RPOs) will be prescribed by the Ministry of Power in consultation with MNRE.

Provided that cogeneration from sources other than renewable sources shall not be excluded from the applicability of RPOs.

- (i) Within the percentage so made applicable, to start with, the SERCs shall also reserve a minimum percentage for purchase of solar energy from the date of notification of this policy which shall be such that it reaches 8% of total consumption of energy, excluding Hydropower, by March 2022 or as notified by the Central Government from time to time.
 - (ii) Distribution Licensee(s) shall compulsorily procure 100% power produced from all the Waste-to-Energy plants in the State, in the ratio of their procurement of power from all sources including their own, at the tariff determined by the Appropriate Commission under Section 62 of the Act.
 - (iii) It is desirable that purchase of energy from renewable sources of energy takes place more or less in the same proportion in different States. To achieve this objective in the current scenario of large availability of such resources only in certain parts of the country, an appropriate mechanism such as Renewable Energy Certificate (REC) would need to be promoted. Through such a mechanism, the renewable energy based generation companies can sell the electricity to local distribution licensee at the rates for conventional power and can recover the balance cost by selling certificates to other distribution companies and obligated entities enabling the latter to meet their renewable power purchase obligations. The REC mechanism should also have a solar specific REC.
 - (iv) Appropriate Commission may also provide for a suitable regulatory framework for encouraging such other emerging renewable energy technologies by prescribing separate technology based REC multiplier (i.e. granting higher or lower number of RECs to such emerging technologies for the same level of generation). Similarly, considering the change in prices of renewable energy technologies with passage of time, the Appropriate Commission may prescribe vintage based REC multiplier (i.e. granting higher or lower number of RECs for the same level of generation based on year of commissioning of plant).
 - (2) States shall endeavor to procure power from renewable energy sources through competitive bidding to keep the tariff low, except from the waste to energy plants. Procurement of power by Distribution Licensee from renewable energy sources from projects above the notified capacity, shall be done through competitive bidding process, from the date to be notified by the Central Government.
However, till such notification, any such procurement of power from renewable energy sources projects, may be done under Section 62 of the Electricity Act, 2003. While determining the tariff from such sources, the Appropriate Commission shall take into account the solar radiation and wind intensity which may differ from area to area to ensure that the benefits are passed on to the consumers.
 - (3) The Central Commission should lay down guidelines for pricing intermittent power, especially from renewable energy sources, where such procurement is not through competitive bidding. The tariff stipulated by CERC shall act as a ceiling for that category.
 - (4) In order to incentivize the Distribution Companies to procure power from renewable sources of energy, the Central Government may notify, from time to time, an appropriate bid-based tariff framework for renewable energy, allowing the tariff to be increased progressively in a back-loaded or any other manner in the public interest during the period of PPA, over the life cycle of such a generating plant. Correspondingly, the procurer of such bid-based renewable energy shall comply with the obligations for payment of tariff so determined.
 - (5) In order to promote renewable energy sources, any generating company proposing to establish a coal/lignite based thermal generating station after a specified date shall be required to establish such renewable energy generating capacity or procure and supply renewable energy equivalent to such capacity, as may be prescribed by the Central Government from time to time after due consultation with stakeholders. The renewable energy produced by each generator may be bundled with its thermal generation for the purpose of sale. In case an obligated entity procures this renewable power, then the SERCs will consider the obligated entity to have met the Renewable Purchase Obligation (RPO) to the extent of power bought from such renewable energy generating stations.
- Provided further that in case any existing coal and lignite based thermal power generating station, with the concurrence of power procurers under the existing Power Purchase Agreements, chooses to set up additional renewable energy generating capacity, the power from such plant shall be allowed to be bundled and tariff of such renewable energy shall be allowed to be passed through by the Appropriate Commission. The Obligated

Entities who finally buy such power shall account towards their renewable purchase obligations.

Provided also that scheduling and despatch of such conventional and renewable generating plants shall be done separately.

- (6) In order to further encourage renewable sources of energy, no inter-State transmission charges and losses may be levied till such period as may be notified by the Central Government on transmission of the electricity generated from solar and wind sources of energy through the inter-state transmission system for sale.

- (7) Appropriate Commission may provide regulatory framework to facilitate generation and sale of electricity from renewable energy sources particularly from roof-top solar system by any entity including local authority, Panchayat Institution, user institution, cooperative society, Non-Governmental Organization, franchisee or by Renewable Energy Service Company. The Appropriate Government may also provide complementary policy support for this purpose.

Explanation: "Renewable Energy Service Company" means an energy service company which provides renewable energy to the consumers in the form of electricity.

7.0 TRANSMISSION

The transmission system in the country consists of the regional networks, the inter-regional connections that carry electricity across the five regions and the State networks. Development of the State networks has not been uniform and capacity in such networks needs to be augmented. These networks will play an important role in intra-State power flows and also in the regional and national flows. The tariff policy, in so far as transmission is concerned, seeks to achieve the following objectives:

1. Ensuring optimal development of the transmission network ahead of generation with adequate margin for reliability and to promote efficient utilization of generation and transmission assets in the country;
2. Attracting the required investments in the transmission sector and providing adequate returns.

7.1 Transmission pricing

- (1) A suitable transmission tariff framework for all inter-State transmission, including transmission of electricity across the territory of an intervening State as well as conveyance within the State which is incidental to such inter-state transmission, has been implemented with the objective of promoting effective utilization of all assets across the country and accelerated development of new transmission capacities that are required.

- (2) The National Electricity Policy mandates that the national tariff framework implemented should be sensitive to distance, direction and related to quantum of power flow. This has been developed by CERC taking into consideration the advice of the CEA. Sharing of transmission charges shall be done in accordance with such tariff mechanism as amended from time to time.

- (3) Transmission charges, under this framework, can be determined on MW per circuit kilometer basis, zonal postage stamp basis, or some other pragmatic variant, the ultimate objective being to get the transmission system users to share the total transmission cost in proportion to their respective utilization of the transmission system. The 'utilization' factor should duly capture the advantage of reliability reaped by all. The spread between minimum and maximum transmission rates should be such as not to inhibit planned development/augmentation of the transmission system but should discourage non-optimal transmission investment.

- (4) In view of the approach laid down by the NEP, prior agreement with the beneficiaries would not be a pre-condition for network expansion. CTV/STU should undertake network expansion after identifying the requirements in consonance with the National Electricity Plan and in consultation with stakeholders and taking up the execution after due regulatory approvals. For smooth operation of the grid, efforts should be made to develop transmission system ahead of generation.

- (5) The Central Commission has specified norms for capital and operating costs and laid down Standards of Performance for inter-State transmission licenses. Tariff determination and adherence to Standards of Performance shall be carried out in accordance with these norms, as amended from time to time.

- (6) Investment by transmission developer including CTV/STUs would be invited through competitive bids in accordance with the guidelines issued by the Central Government from time to time.

- (7) While all future inter-state transmission projects shall, ordinarily, be developed through competitive bidding process, the Central Government may give exemption from competitive bidding for (a) specific category of projects of strategic importance, technical upgradation etc. or (b) works required to be done to cater to an urgent situation on a case to case basis.

- (8) CERC has specified Regulation on framework for the inter-State transmission. A similar approach should be implemented by SERCs for the intra-State transmission, duly considering factors like voltage, distance, direction and quantum of flow.

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- (9) Metering compatible with the requirements of the proposed transmission tariff framework should be established on priority basis. The metering should be compatible with ABT requirements, which would also facilitate implementation of Time of Day (ToD) tariffs.

7.2 Transmission loss allocation

- (1) Transactions are being charged on the basis of average losses arrived at after appropriately considering the distance and directional sensitivity, as applicable to relevant voltage level, on the transmission system. Based on the methodology laid down by the CERC in this regard for inter-state transmission, the SERCs may evolve a similar framework for intra-state transmission.

The loss framework should ensure that the loss compensation is reasonable and linked to applicable technical loss benchmarks. The benchmarks may be determined by the Appropriate Commission after considering advice of CEA.

- (2) It would be desirable to move to a system of loss compensation based on incremental losses as present deficiencies in transmission capacities are overcome through network expansion. The Appropriate Commission may require necessary studies to be conducted to establish the allowable level of system loss for the network configuration and the capital expenditure required to augment the transmission system and reduce system losses. Since additional flows above a level of line loading lead to significantly higher losses, CTU/STU should ensure upgrading of transmission systems to avoid the situations of overloading. The Appropriate Commission should permit adequate capital investments in new assets for upgrading the transmission system.

7.3 Other issues in transmission

- (1) Financial incentives and disincentives should be implemented for the CTU and the STU around the Key Performance Indicators (KPI) for these organisations. Such KPIs would include efficient network construction, system availability and loss reduction.
- (2) All available information should be shared with intending users by the CTU/STU and the load dispatch centers, particularly information on available transmission capacity and load flow studies.
- (3) In extraordinary circumstances including threat to security to the State, public order or natural calamity, if the Central Government allocates power out of the unallocated share of the Central Generating Stations or otherwise, such allocation of power will have priority over short-term, medium-term and long-term access in this order.

7.4 Ancillary Services

- (1) The Central Commission may introduce the norms and framework for ancillary services, including the method of sharing the charges, necessary to support the power system or grid operation for maintaining power quality, reliability and security of the grid.
- (2) The Central Commission shall also consult the Central Electricity Authority, SERCs/JERCs, CTUs/STUs and NIDC/RLDC/SLDCs while specifying the norms for ancillary services.
- (3) The State Commission shall also adopt the norms and framework for ancillary services as specified by the Central Commission.

8.0 DISTRIBUTION

Supply of reliable and quality power of specified standards in an efficient manner and at reasonable rates is one of the main objectives of the National Electricity Policy. The State Commission should determine and notify the standards of performance of licensees with respect to quality, continuity and reliability of service for all consumers. It is desirable that the Forum of Regulators determines the basic framework on service standards. A suitable transition framework could be provided for the licensees to reach the desired levels of service as quickly as possible. Penalties may be imposed on licensees in accordance with section 57 of the Act for failure to meet the standards.

Making the distribution segment of the industry efficient and solvent is the key to success of power sector reforms and provision of services of specified standards. Therefore, the Regulatory Commissions need to strike the right balance between the requirements of the commercial viability of distribution licensees and consumer interests. Loss making utilities need to be transformed into profitable ventures which can raise necessary resources from the capital markets to provide services of international standards to enable India to achieve its full growth potential. Efficiency in operations should be encouraged. Gains of efficient operations with reference to normative parameters should be appropriately shared between consumers and licensees.

Appropriate Commission should mandate Distribution Licensee to undertake load forecasting every year and to publish and submit to the Commission their short, medium and long-term power procurement plans to meet the load.

The State Regulatory Commission will devise a specific trajectory so that 24 hours supply of adequate and uninterrupted power can be ensured to all categories of consumers by 2021-22 or earlier depending upon the prevailing situation in the State.

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Micro-grids supplying renewable energy are being set up in such areas where the grid has not reached or where adequate power is not available in the grid. Investment involved in setting up of such microgrids is substantial. One of the risks of investment is grid reaching the area before the completion of the project life and thereby making power from micro grids costly and unviable. In order to mitigate such risk and incentivize investment in microgrids, there is a need to put in place an appropriate regulatory framework to mandate compulsory purchase of power into the grid from such micro grids at a tariff to be determined under section 62 of the Act considering depreciated cost of investments and keeping in view industry benchmark and with a cap if necessary, as approved by the Appropriate Commission. The Appropriate Commission shall notify necessary regulations in this regard within six months.

8.1 Implementation of Multi-Year Tariff (MYT) framework

- 1) MYT framework would minimise risks for utilities and consumers, promote efficiency and appropriate reduction of system losses and attract investments. It would also bring greater predictability to consumer tariffs on the whole by rescaling tariff adjustments to known indicators of power purchase prices and inflation indices. The framework should be applied for both public and private utilities.
- 2) The State Commissions should introduce mechanisms for sharing of excess profits and losses with the consumers as part of the overall MYT framework. In the first control period the incentives for the utilities may be asymmetric with the percentage of the excess profits being retained by the utility set at higher levels than the percentage of losses to be borne by the utility. This is necessary to accelerate performance improvement and reduction in losses and will be in the long term interest of consumers by way of lower tariffs.
- 3) As indicated in para 5.11(h), the MYT framework implemented in the initial control period should have adequate flexibility to accommodate changes in the baselines consequent to metering being completed.
- 4) Licensees may have the flexibility of charging lower tariffs than approved by the State Commission if competitive conditions require so without having a claim on additional revenue requirement on this account in accordance with Section 62 of the Act.
- 5) At the beginning of the control period when the "actual" costs form the basis for future projections, there may be a large uncovered gap between required tariffs and the tariffs that are presently applicable. This gap should be fully met through tariff charges and through alternative means that could inter-alia include financial restructuring and transition financing.
- 6) Incumbent licensees should have the option of filing for separate revenue requirements and tariffs for an area where the State Commission has issued multiple distribution licenses, pursuant to the provisions of Section 14 of the Act read with para 5.4.7 of the National Electricity Policy.
- 7) Appropriate Commissions should initiate tariff determination and regulatory scrutiny on a suo moto basis in case the licensee does not initiate filings in time. It is desirable that requisite tariff charges come into effect from the date of commencement of each financial year and any gap on account of delay in filing should be on account of licensee.

8.2 Framework for revenue requirements and costs

8.2.1 The following aspects would need to be considered in determining tariffs:

- (1) All power purchase costs need to be considered legitimate unless it is established that the merit order principle has been violated or power has been purchased at unreasonable rates. The reduction of Aggregate Technical & Commercial (AT&C) losses needs to be brought about but not by denying revenues required for power purchase for 24 hours supply and necessary and reasonable O&M and investment for system up-gradation. Consumers, particularly those who are ready to pay a tariff which reflects efficient costs have the right to get uninterrupted 24 hours supply of quality power. Actual level of retail sales should be grossed up by normative level of T&D losses as indicated in MYT trajectory for allowing power purchase cost subject to justifiable power purchase mix variation (for example, more energy may be purchased from thermal generation in the event of poor rainfall) and fuel surcharge adjustment as per regulations of the SERC.
- (2) AT&C loss reduction should be incentivised by linking returns in a MYT framework to an achievable trajectory. Greater transparency and nurturing of consumer groups would be efficacious. For government owned utilities improving governance to achieve AT&C loss reduction is a more difficult and complex challenge for the SERCs. Prescription of a MYT dispensation with different levels of consumer tariffs in succeeding years linked to different AT&C loss levels aimed at covering full costs could generate the requisite political will for effective action to reduce theft as the alternative would be suffer tariff increases. Third party verification of energy audit results for different areas/localities could be used to impose area/locality specific surcharge for greater AT&C loss levels and this in turn could generate local consensus for effective action for better governance. The SERCs may also encourage suitable local area based incentive and disincentive scheme for the staff of the utilities linked to reduction in losses.

The SERC shall undertake independent assessment of baseline data for various parameters for every distribution circle of the licensee.

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The SERC shall also institute a system of independent scrutiny of financial and technical data submitted by the licensees.

As the metering is completed up to appropriate level in the distribution network, it should be possible to segregate technical losses. Accordingly technical loss reduction under MYT framework should then be treated as distinct from commercial loss reduction which requires a different approach.

- (3) Section 65 of the Act provides that no direction of the State Government regarding grant of subsidy to consumers in the tariff determined by the State Commission shall be operative if the payment on account of subsidy as decided by the State Commission is not made to the utilities and the tariff fixed by the State Commission shall be applicable from the date of issue of orders by the Commission in this regard. The State Commissions should ensure compliance of this provision of law to ensure financial viability of the utilities. To ensure implementation of the provision of the law, the State Commission should determine the tariff initially, without considering the subsidy commitment by the State Government and subsidised tariff shall be arrived at thereafter considering the subsidy by the State Government for the respective categories of consumers.

- (4) Working capital should be allowed duly recognising the transition issues faced by the utilities such as progressive improvement in recovery of bills. Bad debts should be recognised as per policies developed and subject to the approval of the State Commission.

- (5) Pass through of past losses or profits should be allowed to the extent caused by uncontrollable factors. During the transition period controllable factors should be to the account of utilities and consumers in proportions determined under the MYT framework.

- (6) The contingency reserves should be drawn upon with prior approval of the State Commission only in the event of contingency conditions specified through regulations by the State Commission. The existing practice of providing for development reserves and tariff and dividend control reserves should be discontinued.

- (7) Section 61 of the Act mandates that the Appropriate Commission, while determining tariff, shall not only ensure safeguarding of consumer's interests but also the recovery of the cost of electricity in a reasonable manner. Section 62 of the Act further provides for periodic tariff adjustment during a year to take care of the variation in fuel price, as may be specified.

Therefore, the Appropriate Commission shall specify an appropriate price adjustment formula for recovery of the costs, arising on account of the variation in the price of fuel, power purchase etc. on monthly/quarterly basis for recovery of all prudent costs of the generating company and the licensee.

8.2.2 The facility of a regulatory asset has been adopted by some Regulatory Commissions in the past to limit tariff impact in a particular year. This should be done only as a very rare exception in case of natural calamity or force majeure conditions and subject to the following:

- a. Under business as usual conditions, no creation of Regulatory Assets shall be allowed.
- b. Recovery of outstanding Regulatory Assets along with carrying cost of Regulatory Assets should be time bound and within a period not exceeding seven years. The State Commission may specify the trajectory for the same.

8.3 Tariff design: Linkage of tariffs to cost of service

It has been widely recognised that rational and economic pricing of electricity can be one of the major tools for energy conservation and sustainable use of ground water resources.

In terms of the Section 61(g) of the Act, the Appropriate Commission shall be guided by the objective that the tariff progressively reflects the efficient and prudent cost of supply of electricity.

The State Governments can give subsidy to the extent they consider appropriate as per the provisions of section 65 of the Act. Direct subsidy is a better way to support the poorer categories of consumers than the mechanism of cross-subsidizing the tariff across the board. Subsidies should be targeted effectively and in transparent manner. As a substitute of cross subsidies, the State Government has the option of raising resources through mechanism of electricity duty and giving direct subsidies to only needy consumers. This is a better way of targeting subsidies effectively.

Accordingly, the following principles would be adopted:

1. Consumers below poverty line who consume below a specified level, as prescribed in the National Electricity Policy may receive a special support through cross subsidy. Tariffs for such designated group of consumers will be at least 50% of the average cost of supply.
2. For achieving the objective that the tariff progressively reflects the cost of supply of electricity, the Appropriate Commission would notify a roadmap such that tariffs are brought within $\pm 20\%$ of the average cost of supply. The road map would also have intermediate milestones, based on the approach of a gradual

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reduction in cross subsidy.

3. While fixing tariff for agricultural use, the imperatives of the need of using ground water resources in a sustainable manner would also need to be kept in mind in addition to the average cost of supply. Tariff for agricultural use may be set at different levels for different parts of a state depending on the condition of the ground water table to prevent excessive depletion of ground water. Section 62 (3) of the Act provides that geographical position of any area could be one of the criteria for tariff differentiation. A higher level of subsidy could be considered to support poorer farmers of the region where adverse ground water table condition requires larger quantity of electricity for irrigation purposes subject to suitable restrictions to ensure maintenance of ground water levels and sustainable ground water usage.
4. Extent of subsidy for different categories of consumers can be decided by the State Government keeping in view various relevant aspects. But provision of free electricity is not desirable as it encourages wasteful consumption of electricity. Besides in most cases, lowering of water table in turn creating avoidable problem of water shortage for irrigation and drinking water for later generations. It is also likely to lead to rapid rise in demand of electricity putting severe strain on the distribution network thus adversely affecting the quality of supply of power. Therefore, it is necessary that reasonable level of user charges is levied. The subsidized rates of electricity should be permitted only up to a pre-identified level of consumption beyond which tariffs reflecting efficient cost of service should be charged from consumers. If the State Government wants to reimburse even part of this cost of electricity to poor category of consumers the amount can be paid in cash or any other suitable way. Use of prepaid meters can also facilitate this transfer of subsidy to such consumers.
5. Metering of supply to agricultural/rural consumers can be achieved in a consumer friendly way and in effective manner by management of local distribution in rural areas through commercial arrangement with franchisees with involvement of panchayat institutions, user associations, cooperative societies etc. Use of smart meters may be encouraged as a cost effective option for metering in cases of "limited use consumers" who are eligible for subsidized electricity.

8.4

Definition of tariff components and their applicability

1. Two-part tariffs featuring separate fixed and variable charges and time differentiated tariff shall be introduced on priority for large consumers (say, consumers with demand exceeding 1 MW) within one year and subsequently for all consumers within a period of five years or such period as may be specified. This would also help in flattening the peak and implementing various energy conservation measures.
 2. The National Electricity Policy states that existing PPAs with the generating companies would need to be suitably assigned to the successor distribution companies. The State Governments may make such assignments taking care of different load profiles of the distribution companies so that retail tariffs are uniform in the State for different categories of consumers. Thereafter, the retail tariffs would reflect the relative efficiency of distribution companies in procuring power at competitive costs, controlling theft and reducing other distribution losses.
 3. The Appropriate Commission may provide incentives to encourage metering and billing based on metered tariffs, particularly for consumer categories that are presently unmetered to a large extent. The metered tariffs and the incentives should be given wide publicity. Smart meters have the advantages of remote metering and billing, implementation of peak and off-peak tariff and demand side management through demand response. These would become essential in future for load-generation balancing due to increasing penetration of intermittent type of generation like wind and solar power.
- Appropriate Commission shall, therefore, mandate smart meters for:
- (a) Consumers with monthly consumption of 500 units and more at the earliest but not later than 31.12.2017;
 - (b) Consumers with monthly consumption above 200 units by 31.12.2019.

Further, two way smart meters shall be provided to all prosumers, who also sell back electricity to the grid as and when they require.

In order to enable energy audit in the distribution system, all distribution companies shall ensure smart meters in their electricity system throughout the chain from transformers at 132kV level right down to distribution transformer level at 11kV and further down to each consumer. Further, in order to reduce theft of power, the distribution companies should have enabling feature like distribution SCADA with distribution management system and energy audit functions. SERCs shall mandate these to be in place within two years.

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4. The SERCs may also suitably regulate connection charges to be recovered by the distribution licensee to ensure that second distribution licensee does not resort to cherry picking by demanding unreasonable connection charges. The connection charges of the second licensee should not be more than those payable to the incumbent licensee.

8.5 Cross-subsidy surcharge and additional surcharge for open access

- 8.5.1 National Electricity Policy lays down that the amount of cross-subsidy surcharge and the additional surcharge to be levied from consumers who are permitted open access should not be so onerous that it eliminates competition which is intended to be fostered in generation and supply of power directly to the consumers through open access.

A consumer who is permitted open access will have to make payment to the generator, the transmission licensee whose transmission systems are used, distribution utility for the wheeling charges and, in addition, the cross subsidy surcharge. The computation of cross subsidy surcharge, therefore, needs to be done in a manner that while it compensates the distribution licensee, it does not constrain introduction of competition through open access. A consumer would avail of open access only if the payment of all the charges leads to a benefit to him. While the interest of distribution licensee needs to be protected it would be essential that this provision of the Act, which requires the open access to be introduced in a time-bound manner, is used to bring about competition in the larger interest of consumers.

STRCs may calculate the cost of supply of electricity by the distribution licensee to consumers of the applicable class as aggregate of (a) per unit weighted average cost of power purchase including meeting the Renewable Purchase Obligation; (b) transmission and distribution losses applicable to the relevant voltage level and commercial losses allowed by the SERC; (c) transmission, distribution and wheeling charges up to the relevant voltage level; and (d) per unit cost of carrying regulatory assets, if applicable.

Surcharge formula:

$$S = T - [C / (1 - L/100) + D + R]$$

Where

S is the surcharge

T is the tariff payable by the relevant category of consumers, including reflecting the Renewable Purchase Obligation

C is the per unit weighted average cost of power purchase by the Licensee, including meeting the Renewable Purchase Obligation

D is the aggregate of transmission, distribution and wheeling charge applicable to the relevant voltage level

L is the aggregate of transmission, distribution and commercial losses, expressed as a percentage applicable to the relevant voltage level

R is the per unit cost of carrying regulatory assets.

Above formula may not work for all distribution licensees, particularly for those having power deficit, the State Regulatory Commissions, while keeping the overall objectives of the Electricity Act in view, may review and vary the same taking into consideration the different circumstances prevailing in the area of distribution licensee.

Provided that the surcharge shall not exceed 20% of the tariff applicable to the category of the consumers seeking open access.

Provided further that the Appropriate Commission, in consultation with the Appropriate Government, shall exempt levy of cross subsidy charge on the Railways, as defined in Indian Railways Act, 1989 being a deemed licensee, on electricity purchased for its own consumption.

- 8.5.2 No surcharge would be required to be paid in terms of sub-section (2) of Section 42 of the Act on the electricity being sold by the generating companies with consent of the competent government under Section 43(A)(1)(c) of the Electricity Act, 1948 (now repealed) and on the electricity being supplied by the distribution licensee on the authorisation by the State Government under Section 27 of the Indian Electricity Act, 1910 (now repealed), till the current validity of such consent or authorisation.

- 8.5.3 The surcharge may be collected either by the distribution licensee, the transmission licensee, the STU or the CTU, depending on whose facilities are used by the consumer for availing electricity supplies. In all cases the amounts collected from a particular consumer should be given to the distribution licensee in whose area the

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consumer is located. In case of two licensees supplying in the same area, the licensee from whom the consumer was availing supply shall be paid the amounts collected.

8.5.4 The additional surcharge for obligation to supply as per section 42(4) of the Act should become applicable only if it is conclusively demonstrated that the obligation of a licensee, in terms of existing power purchase commitments, has been and continues to be stranded, or there is an unavoidable obligation and incidence to bear fixed costs consequent to such a contract. The fixed costs related to network assets would be recovered through wheeling charges.

8.5.5 Wheeling charges should be determined on the basis of same principles as laid down for intra-state transmission charges and in addition would include average loss compensation of the relevant voltage level.

8.5.6 In case of outages of generator supplying to a consumer on open access, standby arrangements should be provided by the licensee on the payment of tariff for temporary connection to that consumer category as specified by the Appropriate Commission. Provided that such charges shall not be more than 125 percent of the normal tariff of that category.

9.0 Trading Margin

The Act provides that the Appropriate Commission may fix the trading margin, if considered necessary. Though there is a need to promote trading in electricity for making the markets competitive, the Appropriate Commission should monitor the trading transactions continuously and ensure that the electricity traders do not indulge in profiteering in situation of power shortages. Fixing of trading margin should be resorted to for achieving this objective.

JYOTI ARORA, Jr. Secy

APPENDIX

SALIENT FEATURES OF THE APPROVED R&R PROVISIONS FOR HYDRO POWER PROJECTS

1. SCOPE OF COVERAGE

The following provisions shall be applicable even if one family is affected by the development of a Hydro Power Project.

2. DEFINITION OF PROJECT AFFECTED FAMILIES (PAFs)

A Project Affected Family (PAF) shall mean a family whose place of residence or other property or source of livelihood has been affected by the development of a hydro project and who have been residing in the affected zone for two years preceding the date of declaration of notification under Section-11 of the LARR Act. The affected family would also include squatters.

3. DEFINITION OF AGRICULTURAL LABOURER

A person normally residing in the affected zone for two years preceding the date of declaration of the affected zone and earns his/her livelihood principally by manual labour on agricultural land.

4. DEFINITION OF NON-AGRICULTURAL LABOURER

A person normally residing in the affected zone for two years preceding the date of declaration of the affected zone and who does not hold any land in the affected zone but earns his/her livelihood principally by manual labour or as rural artisan or a service provider to the community.

5. DEFINITION OF SQUATTERS

A family occupying Government land in the affected zone without a legal title, at least for 5 years prior to the date of declaration of notification under Section-11 of LARR Act.

6. REHABILITATION/RESETTLEMENT COLONIES

This policy aims to provide built up houses to Project Affected Families (PAFs) who get displaced due to the development of hydro projects to the extent possible. However, wherever opted for, liberal House Construction Allowance would be given in lieu.

7. TRAINING AND CAPACITY BUILDING

This policy also emphasizes the need to provide training to the Project Affected Families as well as to the local population for a sustained livelihood. Special training programmes from ITIs aimed at providing the required skills

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[PART I—SEC. II]

to the local population would be undertaken by the Project developers at least six months prior to commencement of construction. This is expected to boost the employability of the PAFs and other people residing in the vicinity of the project.

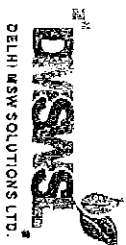
8. ADDITIONAL PROVISIONS

This policy envisages additional provisions for Project Affected Families such as:

- o scholarships for meritorious students,
- o extension of medical facilities,
- o marriage grants,
- o subsistence grants,
- o support for income generation schemes for cooperative and self-help groups,
- o seed, pesticides and fertilizer subsidies, and irrigation support.

Besides the additional provisions mentioned above, the normally applicable provisions of the National Policy on Rehabilitation and resettlement, currently in force, would be applicable.

ANNEXURE P-15 408



DELHI MSW SOLUTIONS LTD. (WTE)

(A Ramky Group Venture)

Sector-5, Pocket N-1, Bawana Industrial Area
Behind Pragati Power Plant, Bawana,

New Delhi 110039

REF:DMWSWL/WTE/15-16/FEB/02

Date: 03-02-2016

To

The Secretary

Delhi Electricity Regulatory Commission,

Minyakam Bhavan, C-Block,

Salvafik, Malviya Nagar,

New Delhi - 110 017

India

Respected Madam

Subject: Regarding execution of Power Purchase agreement and determination/revision of tariff for our Waste to Energy Plant.

- Ref:
1. Our letter to DERC dated 26th August, 2014
 2. Our representation to BSES dated 4th June, 2015, with a copy to DERC.

At the outset, we would like to introduce ourselves as Delhi MSW Solutions Limited and are implementing 1200 tons per day RDF based waste to energy plant of 24 MW Capacity at Bawana Industrial area, Delhi, for scientific disposal of municipal solid waste. The plant is under pre-commissioning stage and will be commencing the operations by 2nd week of March, 2016. This is a renewable energy project, productively disposing the waste in an environmentally benign manner and producing energy out of it which is the major source of renewable energy for the state of Delhi and must be the one of the best ways to meet the Renewable Purchase Obligation as being the potential renewable energy source in Delhi.

We refer to the above mentioned references cited and submit that the honorable commission had directed DISCOMs of Delhi to initiate the competitive bidding process for procurement of renewable power, accordingly our company has participated twice in the competitive bidding process carried

out by BSES. Though despite we were issued with a letter of intent as we were L1 in the bidding process, BSES was subsequently allowed to withdraw the bidding process so carried out by the Honorable Commission and as such our company despite participating in the bid process twice, got stranded today without a PPA. While now it is on the verge of the commissioning. Our company could not participate in the bid process carried out by TPDDL because of the tender condition stipulated in the BSES tenders. Thus, It is respectfully submitted that our company having made legitimate efforts and in spite of getting Letter of Intent from BSES, could not till date execute the PPA for the above said reasons.

It is now pertinent to mention that the Government of India is emphasizing the scientific disposal of waste under the "Swachh Bharath Abhiyaan" and accordingly as the Commission is aware that the central government has amended the tariff policy on 28.01.2016 and section 6.4 (1) (ii) & 6.4 (2) states that:

"6.4 (1) (ii) Distribution Licensee(s) shall compulsorily procure 100% Power produced from all the Waste-to-Energy plants in the State, in the ratio of their procurement of power from all sources including their own, at the tariff determined by the Appropriate Commission under Section 62 of the Act.

6.4 (2) States shall endeavor to procure power from renewable energy sources through competitive bidding to keep the tariff low, except from the waste to energy plants. Procurement of power by Distribution Licensee from renewable energy sources from projects above the notified capacity shall be done through competitive bidding process, from the date to be notified by the Central Government.

We would also like to bring into the notice of the Commission that Hon'ble CERC has specified the norms for determination of generic tariff for Municipal Solid Waste and Refuse Derived Fuel for Waste to Energy projects and indicative tariff for 2015-16 as Rs.7.90/kWh for RDF based MSW technology power plant and Rs.7.04/kWh for MSW based technology power plant.

In the context of the above and in light of the recent amendments in the Tariff Policy, we would like to request this Hon'ble Commission to adopt CERC generic tariff or determine the tariff for our plant and to issue directions to

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TPDDL to enter into long term Power Purchase Agreement. We would also like request the Hon'ble Commission to kindly give us the interim tariff as relief till the final tariff is determined. Further, we solicit the guidance and advice from Honorable Commission, as we intend to enter into a long term PPA for the sale of power from our WTE project to M/s. TPDDL which is concerned DISCOM for our project area of Operation . We seek your valuable time to appraise the importance enabling our company to execute a long term PPA as we are poised to commission our Rs.384 Crore project within six weeks from now.

Thanking You

Yours Sincerely,

George
I/pa George
Project Head



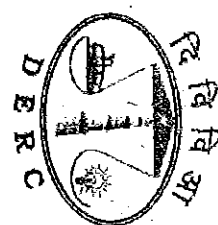
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AMEXORL-P-16

दिल्ली विद्युत विनियामक आयोग

Delhi Electricity Regulatory Commission

विनियामक भवन, सी-ब्लॉक, शिवाजीक,
मालदीय नगर, नई दिल्ली-110017
Vijaybhaskar Bhawan, C-Block, Shivaji,
Malviya Nagar, New Delhi-110017



F.91164/DERC/Tariff/DS/2014-15/ 4092

Dated :- 23.02.2016

To,

Shri. Iype George
Project Head
Delhi MSW Solutions Ltd. (WTE)
(A Ramky Group Venture)
Sector - 5, Pocket N-1, Bawana,
New Delhi - 110039

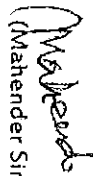
Sub: - Regarding execution of Power Purchase agreement and determination of tariff for Waste to Energy Plant.

Reference: Delhi MSW solutions Ltd. (WTE) letter DMSWSL/WTE/15-16/FEB/02 dated 03-02-2016.

This has reference to your letter regarding above mentioned subject.

In this regard, the commission has issued directions to the distribution licensees to comply with recent amendments of National Tariff Policy (copy enclosed), therefore, you are directed to file a petition in the Commission for determination of the tariff along with draft signed Power Purchase Agreement for approval with the concerned distribution licensee.

Yours Sincerely,


(Mahender Singh)
Secretary

Enclosures:-

As above

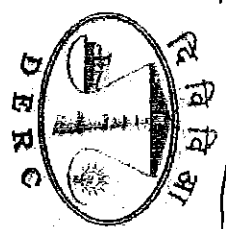
Annexure-P-17

4/2

दिल्ली विद्युत विनियामक आयोग

Delhi Electricity Regulatory Commission

विनियामक भवन, सी-ब्लॉक, शिवविक्रम,
मालवीय नगर, नई दिल्ली-110017
Vinayam Bhawan, C-Block, Shivdik,
Malviya Nagar, New Delhi-110017



164/DERC/Tariff/DS/2014-15/14093

Dated :- 23.02.2016

The Chief Executive Officer,
BSES Rajdhani Power Ltd.
BSES Bhawan,
Nehru Place,
New Delhi - 110 019

The Chief Executive Officer,
BSES Yamuna Power Ltd.
Shakti Kiran Building,
Karkardooma,
Delhi - 110 092

The Secretary,
New Delhi Municipal Council,
Palika Kendra, Sansad Marg,
Delhi-110009


✓ The Chief Executive Officer,
Tata Power Delhi Distribution Limited,
NDPL House, Hudson Lines,
Kingsway Camp, Delhi-110009

Sub: Regarding compliance of the provisions of the Tariff policy to promote Renewable Energy Sources.

This has reference to recent amendment in National Tariff Policy vide notification dated 28.01.2016 (copy enclosed).

In this regard, I am directed that the Distribution Licensees shall comply with the provisions of the tariff policy to promote Renewable Energy sources and shall fulfill their Renewable Purchase Obligations.

Yours Faithfully,


(Mahender Singh)
Secretary

Enclosures:-

As above

ANNEXURE-P1-18

413



DELHI MSW SOLUTIONS LTD. (WTE)
(A Ramky Group Venture)
Sector-5, Pocket N-1, Bawana Industrial Area
Behind Pragati Power Plant, Bawana,
New Delhi 110039

The Chief

26th February 2016

(Power Procurement, Contracts & ED)

Tata Power Delhi Distribution Ltd

NIDPL House, Kingsway

New Delhi

Dear Sir

Sub : Procurement of Renewable Power (Waste to Energy) -National Tariff Policy & compliance thereof- Our waste to energy project at Bawana Industrial area - Directions from DERC for entering into draft PPA with concerned Distribution Licensee - our representation - regarding

Ref : Hon'ble DERC directions vide letter F(9) 164/DERC/Tariff/DS/2014-15/4092 dated 23-2-2016.

As you are aware, Delhi MSW Solutions Ltd, is a Integrated Municipal Solid Waste Management (IMSWM) Project engaged in the service of the Citizens of the Delhi in the field of Solid waste management. We are located in Pocket No N1, Bawana Industrial Area (Adjacent to Pragati Power Plant Ltd) . We have set up a Refuse Derived Fuel (RDF) based Waste to Energy Plant of 24 MW Capacity at Bawana for utilising a minimum of 1200 Tons of RDF per day .

Our Plant is installed and under pre-commissioning stage as on today. We are connected for evacuation at DSIIDC Substation at Bay No 630 which is allotted for us .Our projects comes under the ambit of TPDPL as DISCOM and you may be pleased to note that our company is one of your clientele.

As you are aware, the waste to energy projects is being regarded as an "Essential Urban Infrastructure" under Swatchh Bharat Abhiyan - launched by our Hon'ble Prime Minister To give a fillip to this sector, the National Tariff Policy has been amended making it mandatory for the DISCOMS to procure the 100% power from Waste to energy projects.



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In this regard, we have represented to Hon'ble DERC for enabling a Power Purchase Agreement in line with the amended provisions of the National Tariff Policy. The Hon'ble DERC has, directed our company to file a petition in the commission for determination of tariff along with draft signed Power Purchase Agreement with the concerned Distribution Licensee. Please find attached the Direction of DERC vide their letter F(9) 164/DERC/Tariff/DS/2014-15/4092 dated 23-2-2016. In this regard, We submit to TPDDL that...

- a) Our 24 MW Waste to energy plant is under pre-commissioning stage
- by Our Project comes under the jurisdiction of TPDDL
- c) TPDDL as the concerned DISCOM could procure entire power from our Waste to Energy project
- d) A draft PPA would be entered into between TPDDL and Delhi MSW Solutions Ltd and then DMSWL Would file a petition in the Hon'ble DERC for determination of tariff - enclosing such draft PPA in compliance with the directions of Hon'ble DERC.

We request your kind consideration of our above submission and look forward to your response in this regard.

Best Regards

Jeypa George
Project Head



Cc: Secretary, DERC, New Delhi

ANNEXURE - P19 415

TATA POWER-DDL

Sanjay Kumar Banga
Chief GM, Contracts & SD

TPDDL/PMG/RENEWABLE/110316

Date: 11th March, 2016

Mr. Iype George
Project Head
Delhi MSW Solutions Ltd. (WTE)
Sector - 5, Pocket N-1,
Bawana Industrial Area
Behind Pragati Power Plant, Bawana,
New Delhi - 110039

Subj: Procurement of Renewable Power (Waste to Energy) – National Tariff Policy & compliance thereof – Our waste to energy project at Bawana Industrial area – Directions from DERC for entering into draft PPA with concerned Distribution Licensee – our representation – regarding.

Sr

We refer with reference to your letter dated 26.02.2016 regarding signing of Power Purchase Agreement (PPA) for your plant. The request for signing the PPA has put reliance on amended Tariff Policy, 2016. The relevant clause of the Tariff Policy is produced below for ready reference.

6.4.1(iii) Distribution Licensee(s) shall compulsorily procure 100% power produced from all the Waste-to-Energy plants in the State, in the ratio of their procurement of power from all sources including their own, at the tariff determined by the Appropriate Commission under Section 62 of the Act.

A plain reading of the said clause indicates that the power from waste to energy plant shall be procured by Distribution Licensee(s) in the ratio of their procurement of power from all sources including their own. However, you have requested only TPDDL to sign PPA for the entire quantum of power generated at your plant which is not in line with the policy directions. As per the Tariff Policy, TPDDL is liable to procure power from your plant only as per its current allocation of PPA i.e. 29.4% or as determined by DERC from time to time.

Further, it may also be noted that TPDDL is already procuring 20 MW of Solar Power from SECI and approx. 2 MW from its internal generation apart from tying up 6 MW of Waste to Energy power and 180 MW of solar power. Further, a petition for approval of PPA and adoption of tariff from Small Hydro Power Plants has also been filed with the Hon'ble Commission for a quantum of 33.48 MW and order regarding the same is awaited.

In light of adequate tie up of renewable power and pendency of petition for procurement of Small Hydro Power, TPDDL cannot provide any commitment for procurement of power from your plant at this moment. However, post finalization of our Small Hydro Petition and subsequent directions from DERC, we shall review our balance RPO requirement and convey to DERC and you accordingly towards compliance of the Directive contained in National Tariff policy.

TATA POWER DELHI DISTRIBUTION LIMITED

(A Tata Power and TATA Government Joint Venture)

Plot No. 1, Sector 5, Pocket N-1, Bawana Industrial Area, New Delhi - 110039

Tel: +91 11 26153300, Fax: +91 11 26468042

E-mail: tpddl@tatapowerdelhi.com, Website: www.tatapowerdelhi.com

CIN No. U01030DL2005PLC0111525

416



TATA POWER-DCL

Thanking You

Yours faithfully

For Tata Power Delhi Distribution Ltd.

[Signature]

Sanjay Banga 11/2/16
VP (Power Management, Contracts & BD)

Copy To:

The Secretary
Delhi Electricity Regulatory Commission
Vijayam Bhawan, C-Block
Shivalik, Malviya Nagar, New Delhi-110017

TATA POWER DELHI DISTRIBUTION LIMITED

TA TDC Power and Delhi Government Joint Venture

Corporate Office: NDPL House, Hauz Khas, New Delhi-110016

Website: www.tatadcl.com | CIN No.: L10202DL2004PC001555