

**Commissioner & Director of Municipal Administration (CDMA) , Government of Telangana State**

**Corrigendum-IV**

**Subject: Tender for "Selection of Agency for Remediation and Reclamation of Existing Dumpsite through Bio Mining, Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on DBFOT Basis"**

<b>Sr. no.</b>	<b>Reference Clause &amp; Reference Document</b>	<b>Existing Clause</b>	<b>Modified Clause</b>
1.	Pg. No.11, RFP- Clause 1.4,	Performance Security - <b>5% of Estimated Project Cost of Awarded Cluster (This cost shall be decided after successful Total Station Survey by the bidder after receiving the LOA &amp; before signing of contract)</b>	Performance Security - <b>5% of Estimated Project Cost of Project Works in ULB of awarded cluster. Estimated Project Cost shall be the sum of Reclamation &amp; Remediation Works costs and Fresh MSW Processing Works costs based on awarded per ton rate of processing fee and respective quantities to be processed during the concession period. The quantities shall be taken which are fixed after successful Surveys and Investigations (Total Station/ Drone Survey &amp; daily MSW generation etc.) done by the bidder after receiving the LOA &amp; before signing the concession agreement</b>  Performance security for each ULB shall be furnished separately

Sr. no.	Reference Clause & Reference Document	Existing Clause	Modified Clause
2.	Pg. No. 29, RFP-Clause 2.20.4	The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder signing the Draft Contract and furnishing the Performance Security in accordance with the provisions thereof. <b>Separate Performance Security &amp; Bid Security shall be given for each cluster awarded (If that case arises)</b>	The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. <b>Separate Performance Security shall be given to the Authority/ULB for each ULB's Agreement of the awarded cluster &amp; Additional Bid Security shall be given to the Authority for every additionally awarded cluster (If that case arises)</b>
3.	Pg. No. 34, RFP- Clause 3.2.5	In case a bidder is L1 in more than 1 cluster then his preference sheet shall be opened, and his first preference cluster shall be awarded, and <b>second preference cluster shall be discarded.</b> If bidder rejects his preferred cluster, then his bid shall be cancelled & EMD shall be forfeited.	In case a bidder is L1 in more than 1 cluster then his preference sheet shall be opened, and his first preference cluster shall be awarded, and <b>second preference cluster shall follow clause 3.3.2 &amp; 3.3.3.</b> If the bidder rejects his preferred cluster, then his bid shall be cancelled & EMD shall be forfeited.
4.	Pg. No. 34, RFP – Clause 3.2.4	In C6 no bids were received, <b>hence clause 3.3.2 shall be followed</b>	In C6 no bids were received, <b>hence clause 3.3.3 shall be followed</b>
5.	Pg. No. 28, 2.14.3	Generally, the Lowest Bidder shall be the Selected Bidder, <b>subject to the provisions of Clause 3.3.4</b>	Generally, the Lowest Bidder shall be the Selected Bidder, <b>subject to the provisions of Clause 3.3</b>

Sr. no.	Reference Clause & Reference Document	Existing Clause	Modified Clause
6.	2.2.2.7	New Clause Inserted	2.2.2.7 Sole Bidder/ JV Member can claim experience of their parent company or any other Subsidiary Company held by their parent company. However, such JV members must provide Parent Company Guarantee for themselves and for the subsidiaries whose credentials are being used to claim experience. The Parent companies shall be jointly and severally responsible for fulfilling contractual obligations of the JV.
7.	Pg. No. 16, RFP- Clause2.1.15	The Contract period <b>shall be for a period of 10 years from the Effective Date of COD with a provision for further extension of 5 years as per mutual consent of all parties.</b>	The Concession Period/Term for the Project shall be <b>valid from the date of signing of concession agreement till the completion of 10 years of Operation &amp; Maintenance of Fresh MSW Processing Facility with a provision of further extension of 5 years as per mutual consent of all parties. Details of project timelines are given below:</b>

Corrigendum-I

Tender for " Selection of Agency for Remediation and Reclamation of Existing Dumpsite through Bio Mining, Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on DBFOT Basis"

Sr. no.	Reference Clause & Reference Document	Existing Clause			Modified Clause		
		S.No.	Activity	Timeline	S.No.	Activity	Timeline
		1	Set up of Bio-Mining Processing Facility	3 Months from date of signing of Contract Agreement or consent to establish and operate from State Pollution Control Board, whichever is later.	1	Set up of Bio-Mining Processing Facility	3 Months from date of signing of Contract Agreement or consent to establish from State Pollution Control Board, whichever is later.
		2	Bio-Mining of Legacy Waste for all participating ULBs in a Cluster	6 Months from effective date of signing of the contract or consent to establish and operate from State Pollution Control Board or 31.03.2021 whichever is earlier.	2	Bio-Mining of Legacy Waste for all participating ULBs in a Cluster	31.03.2021 OR 6 Months from the date of Commercial Operation Date of Bio-Mining Facility, whichever is earlier.
		3	Setting up of Fresh MSW Processing Facility for each ULBs in Cluster.	4 months from the date of contract agreement or consent to establish & operate, whichever is later.	3	Setting up of Fresh MSW Processing Facility for each ULBs in Cluster.	4 Months from date of signing of Contract Agreement or consent to establish issued by State Pollution Control Board, whichever is later.]
		4	O&M of the Fresh MSW Processing Facility for each ULBs in Cluster.	10 years from the date of COD/commissioning. Extendable to another 5 years on Mutual Consent with all Parties.	4	O&M of the Fresh MSW Processing Facility for each ULBs in Cluster.	10 Years from the date of Commercial Operation Date of Fresh MSW Processing Facility with a provision of further extension of 5 years as per mutual consent of all parties.
8.	Pg. No. 39 Schedule- I: RFP	SCHEDULE- I: SCOPE OF WORK			Revised SCHEDULE- I: SCOPE OF WORK is attached.		
9.	Pg. No. 11, 1.3 RFP	Opening of Financial Bids, issue of LoA and signing of the Draft Contract: The shortlisted Bidders will be intimated in advance.			Opening of Financial Bids, issue of LoA and signing of the Concession Agreement* : The shortlisted Bidders will be intimated in advance.  <b>*Contract Agreement to be Signed within 30 days of issuance of LoA</b>		

Sr. no.	Reference Clause & Reference Document	Existing Clause	Modified Clause
10.	Pg. No. 4 & 5 Glossary	New Clause Added	<b>Tender Committee:</b> Committee appointed for Bid Evaluation, Bid Selection and Project Coordination purposes.
11.	Pg. No. 8, RFP- Clause 1.1.1	1.1.1 The Commissioner & Director of Municipal Administration (CDMA), Telangana State (TS) (the “Authority”) intends to invite bids for selection of an Agency (the “Agency”) for Remediation and Reclamation of Existing Dumpsite through Bio Mining, Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana. The Authority has decided to carry out the Bidding Process (defined hereinafter) for the selection of the Agency to whom the Project may be awarded.	1.1.1 The Commissioner & Director of Municipal Administration (CDMA), Telangana State (TS) (the “Authority”) intends to invite bids for selection of an Agency (the “Agency”) for “Remediation and Reclamation of Existing Dumpsite through Bio Mining, Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana <b>on Design, Build, Finance, Operate &amp; Transfer (DBFOT) Basis</b> ”. The Authority has decided to carry out the Bidding Process (defined hereinafter) for the selection of the Agency to whom the Project may be awarded.  <b>Note: The revision of project title shall be applicable in the entire RFP document, wherever it is referred.</b>
12.	Pg. No. 8, RFP- Clause 1.1.3	The Selected Bidder (in case of Joint Venture/Consortium, the entire Joint Venture/Consortium) shall act ..... ..... and the provisions of draft agreement (“ <b>Draft Contract</b> ”) to be entered ..... pursuant hereto (Volume II	The Selected Bidder (in case of Joint Venture/Consortium, the entire Joint Venture/Consortium) shall act ..... ..... ... and the provisions of “ <b>Concession Agreement</b> ” to be entered ..... pursuant hereto

Sr. no.	Reference Clause & Reference Document	Existing Clause	Modified Clause
		of the RFP).	(Volume II of the RFP). <b>Note: “Draft Contract” is replaced with “Concession Agreement” in the entire RFP document, wherever it is referred.</b>
13.		<i>New Clause Added</i>	<b>“Agency” is replaced with “Concessionaire/Agency” in the entire RFP document, wherever it is referred.</b>
14.	Pg. No. 8, RFP – Clause 1.1.8  Page - 9	<i>New Clause Added</i>	<b>The Selected Bidder shall be required to incorporate a new company under the Companies Act, 2013 (the “SPV”), which shall act as the Concessionaire/Agency and undertake obligations with respect to the Project and execute the Concession Agreement with Authority(CDMA) and the ULB in the cluster.</b>
15.	Pg. No. 20 RFP Clause- 2.2.3 (b) – (i)	Members of the Joint Venture/Consortium shall nominate 1 (one) member as the lead member (“Lead Member”). The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure D of Appendix-I, signed by all the other members of the Joint Venture. The Members of the Joint Venture/ Consortium as a whole shall cumulatively/ collectively fulfil entire Minimum Eligibility Criteria;	<b>Members of the Joint Venture/Consortium shall nominate 1 (one) member as the lead member (“Lead Member”) who holds highest shareholding in the JV/Consortium . The Bidder further acknowledges and undertakes that each of the members of the Consortium/Joint Venture whose Technical Capacity and Financial Capacity was considered for the purpose of qualification and short-listing herein, shall hold equity share holding of at least 26% (twenty six percent) of the paid up and subscribed</b>

Sr. no.	Reference Clause & Reference Document	Existing Clause	Modified Clause
			<p><b>equity of the SPV, In addition, the Selected Bidder [single entity or consortium members of the Joint Venture / Consortium, as the case may be] shall individually or jointly (as applicable) hold equity share holding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV, subject to and in accordance with provisions of the Concession Agreement. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure D of Appendix-I, signed by all the other members of the Joint Venture. The Members of the Joint Venture/ Consortium as a whole shall cumulatively/ collectively fulfil entire Minimum Eligibility Criteria;</b></p>
16.	RFP Clause (b) – (iv) – (iii)	<p>commit the share of work and capital investment to be undertaken and made by each Member in the Project; and include a statement to the effect that all Members of the Joint Venture/Consortium shall, till the term of Draft Contract in accordance with the Draft Contract, be liable jointly and severally for all obligations of the Agency in relation to the Project.</p>	<p><b>commit the minimum equity shares to be held by each Member in the SPV; and include a statement to the effect that all Members of the Joint Venture/Consortium shall, till the term of Concession Agreement in accordance with the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.</b></p>
17.	Pg. No. 46 RFP-	<p>I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this</p>	<p>I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of</p>

Sr. no.	Reference Clause & Reference Document	Existing Clause	Modified Clause
	Appendix- I Pg. No. 46-69 Annexure- A-M.	RFP; we shall intimate the Authority of the same immediately.  We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members <b>who will own at least 10% (ten per cent) of contribution in capital investment for the Project and undertake that Lead Member of the Consortium shall contribute at least 26% (twenty six percent) in capital investment for the Project under and in accordance with the Draft Contract. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Draft Contract in respect of Change in Ownership .</b>	this RFP; we shall intimate the Authority of the same immediately.  We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members <b>who shall each hold at least 26% (twenty six per cent) of the subscribed equity share capital in the JV/SPV/Concessionaire and shall individually or jointly (as applicable) hold equity share holding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV, subject to and in accordance with provisions of the Concession Agreement.</b>
18.	Pg. No. 59 RFP: Annexure F: 6.2	The Parties shall ensure that the Parties shall: (i) collectively hold at least 51% (fifty one percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 years from COD; and (ii) each of the Parties whose Technical Capacity and Financial Capacity was taken into consideration shall each hold 26% (twenty six percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 years from COD .	<p><b>6. Shareholding in the SPV</b></p> <p><b>6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:</b></p> <p><b>First Party:</b></p> <p><b>Second Party:</b></p> <p><b>Third Party:</b></p> <p><b>6.2 The Parties shall ensure that : Each of the members of the Consortium/Joint Venture whose</b></p>



Sr. no.	Reference Clause & Reference Document	Existing Clause	Modified Clause
			<p><b>Technical Capacity and Financial Capacity was considered for the purpose of qualification and short-listing herein, shall hold equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV, In addition, the Selected Bidder [single entity or consortium members of the Joint Venture / Consortium, as the case may be] shall individually or jointly (as applicable) hold equity share holding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV,</b></p> <p><b>6.3 The Parties undertake that they shall comply with all equity requirements set forth in the Concession Agreement.</b></p>
19.	Pg. No. 35 RFP clause-3.3.6	After acknowledgement of the LoA as aforesaid by the Selected Bidder(s), it shall execute the Draft Contract within the period prescribed in the Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation in the Draft Contract.	After acknowledgement of the LoA, <b>the Selected Bidder shall incorporate a Special Purpose Vehicle for the sole purpose of execution of the Project (the “SPV”), in terms of the provisions of this RFP, within 2 (two) weeks from the date of acknowledgement of the LOA. The SPV shall execute the Concession Agreement with Authority &amp; ULB, and the Selected Bidder/ members of the Joint Venture/ Consortium shall be confirming parties in the Concession Agreement. The Selected Bidder/ SPV shall not be entitled</b>

Corrigendum-I

Tender for " Selection of Agency for Remediation and Reclamation of Existing Dumpsite through Bio Mining, Setting up of Municipal Solid Waste Processing/Treatment Facility for Cluster of ULBs in Telangana on DBFOT Basis"

Sr. no.	Reference Clause & Reference Document	Existing Clause	Modified Clause
			to seek any form of deviation in the Concession Agreement or enter into any form of negotiation with Authority/ULB, in the event of which the Bid Security shall stand forfeited.
20.	Pg. No. 46 RFP- Appendix- I Annexure- A- clause - X	New Clause added- X	<b>We understand that the Selected Bidder shall be an existing {Company/ Partnership/LLP, etc.} incorporated under relevant laws of India or from outside India under equivalent law and shall incorporate a company under the Companies Act prior to execution of the Concession Agreement to act as the Concessionaire. SPV shall be incorporated solely for the purposes of execution of the Project and not for undertaking any other business. Also, apart from not seeking any changes in the draft CA, we shall not enter into any post-tender negotiations with Authority.</b>
21.	Pg. No. 59 RFP- Annexure - F	The Parties hereby undertake that in the event the Joint Venture/Consortium is declared the Selected Bidder and awarded the Project, the Lead Member, on behalf of the Parties shall enter into a Contract with the Authority for performing all obligations of the Contractor in terms of the Contract for the Project. The other Member(s) shall sign the Contract as Confirming Party/ies.	The Parties hereby undertake that in the event the Joint Venture/Consortium is declared the selected Bidder and awarded the Project, <b>it shall incorporate a special purpose vehicle (the “SPV”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with Authority for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.</b>

Sr. no.	Reference Clause & Reference Document	Existing Clause	Modified Clause
22.	Pg. No. 17 RFP clause - 2.2.1 b	A Bidder may be a natural person or a body corporate including but not limited to a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin or a society registered under the Societies Registration Act, 1860 or any other applicable governing law or a trust registered under the Indian Trusts Act, 1882 or any other governing law for public trusts or a partnership, limited liability partnership or a sole proprietorship registered under the relevant applicable governing law or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/ Consortium. A Joint Venture/ Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.3 below	A Bidder may be a natural person or a body corporate including but not limited to a company incorporated under the Companies Act, 1956/2013 <b>or a partnership, limited liability partnership or a sole proprietorship registered under the relevant applicable governing law or any combination of them with a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/ Consortium. A Joint Venture/ Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.3 below</b>
23.	RFP Clause 2.2.2.2	<b>Along with the fulfilment</b> of the above-mentioned Minimum Eligibility Criteria, the Qualification Bids of the Bidder shall be scored in the manner set out below. Bidders scoring more than 60 (sixty) marks shall be considered as qualified for the purpose of Financial Bid opening	<b>After the fulfilment</b> of the above-mentioned Minimum Eligibility Criteria, the Qualification Bids of the Bidder shall be scored in the manner set out below. Bidders scoring more than 60 (sixty) marks shall be considered as qualified for the purpose of Financial Bid opening

### **Schedule-I Scope of Work**

#### **1.1.1 Schedule– I: Scope of Work**

**Upon execution of the Concession Agreement, the Agency shall undertake following activities:**

The total scope of work of the Agency include the following major activities but not limited to

- I. Remediation & Reclamation of Dumpsite through Bio-mining**
- II. Development and O&M of the MSW processing**

Upon execution of the Concession Agreement, the Agency shall undertake activities as detailed out below:

#### **I. Remediation & Reclamation of Dumpsite through Bio-mining**

1. The project information and Site details has been provided in Appendix-V of this RFP document.
2. Set up processing facilities to process existing legacy waste of all the ULB in awarded cluster (Cluster Info given in Appendix-V) through Bio-mining, processing, resource recovery, disposal and handover reclaimed land within stipulated period
3. Provision, installation, operation and maintenance of plant, mechanical machineries, processing infrastructure facilities and amenities for excavation, sieving of the excavated MSW, storing the segregated materials, reuse, marketing, selling, and transporting them from the project site. Provide adequate number of processing machines & manpower for achieving its daily target quantity in Metric Tons of Waste per day as per Concession agreement. Provide on-site storage facility for various fractions recovered from processed Waste. Construction of temporary shed, platform and creation of facilities for handling, separating, segregating, storing and quantifying of the excavated MSW and processing material
4. Provide adequate lighting system for easy operations in the working area as well as to the access ways. Provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and safety provisions including health inspections of workers at site shall be carried out. Construction/Provision of temporary site office, water, power, sanitation facilities to workers as per statutory standards.
5. Provide fire protection measures and safety equipment for all workers at the site.
6. Entrance into the Project Site from outside the Site shall be restricted to one point. However, several emergency exits may be provided.
7. Ensure adequate power back-up for smooth operation of the machinery and equipment installed.

8. The Agency shall carryout Total Station/ Drone Survey (layout & contour map in AutoCAD) of complete site including area earmarked in which Bio-mining is to be done. Survey maps (layout, contour etc.) shall be certified by the Independent Assessment Agency/ IAA / Engineer-in-charge. The survey shall be done at the time of possession of the site as well as at the time of submission of each running / monthly bill.
9. The initial Total Station Survey/Drone Survey carried out by the Concessionaire/Agency in consultation with the ULB/Authority for the project sites before signing of this concession agreement, it shall be paid by the ULB/Authority.
10. The Concessionaire/Agency shall carry out all necessary site investigations & studies for layout planning, plant design, foundation requirements etc.
11. The contactor/agency shall ensure proper storm water drains in & around the sites for safe evacuation of rain- fall & surface run-off in order to avoid flooding & excess Leachate generation.
12. The Agency shall ensure processing of the Legacy Waste in accordance with “CPCB Guidelines for Disposal of MSW Legacy Waste (Old Municipal Solid Waste)-February 2019”and applicable statutory norms and its amendments time to time for handling Legacy Waste and other applicable waste management rules.
13. In case of an outgoing pandemic such as Covid-19 during the project period, the agency shall adhere to all applicable guidelines and rules released by regulatory authorities such as CPCB, SPCB, SBM ecto take measures against the pandemic.
14. The Agency shall take necessary steps and processes to minimize environmental pollution while carrying out remediation/ reclamation of legacy waste at the dumpsite. The Agency shall take all reasonable steps to ensure that there is control of odour, dust and leachate, flies, rodents and bird menace and fire hazards in and around the dumpsite during the period of reclamation.
15. The Agency shall carry out baseline environmental survey of the sites. Set a soil, air and ground water quality environment baseline record (in accordance with IS: 2720) and ground water baseline (in accordance with IS: 10500)
16. Monitor ground water quality, work zone air quality and ambient air quality monitoring within and around the site from authorized NABL accredited laboratories/agencies and submit the report on quarterly basis/ as per statutory guidelines & conditions of consent.
17. Monitor and measure noise levels at the site and isolate of the facility boundary and surrounding area.
18. The Concessionaire/Agency shall take all Applicable Permits, approvals, clearances and comply with the statutory & applicable norms therein from time to time.The Concessionaire/Agency shall be responsible to conduct EIA (Environmental Impact Assessment) and take EC (Environmental Clearance) if applicable.To obtain, maintain and renew all the Applicable clearances, permits, approvals as required for the project implementation, operation & maintenance.
19. The portion of dumpsite shall be separated and earmarked. A minimum available vacant area will also be earmarked to set up their plant and machinery for segregation.
20. Carrying out the entire project work in accordance with the Detailed project plan and schedule proposed by agencyand approved by the ULB.

21. The Legacy waste shall be spread out in windrows for drying and bio-cultures shall be used in accordance to “CPCB Guidelines for Disposal of MSW Legacy Waste (Old Municipal Solid Waste)-February 2019(point 4.1)
22. Packing, storing, stacking, selling, diverting for recycling & marketing and transportation of all Useful recovered materials (such reusable and Recyclable, Compost, Soil Conditioner, C&D, Soil, RDF any other by-product materials) to appropriate vendors within thirty days of segregation at the cost of the Agency, without accumulation in the storage facility at the project site beyond thirty days. Agency shall be responsible for the sale, marketing & transportation of Refused Derived Fuel (RDF) from the project site to the nearby Cement Plants, Waste to Energy Plants, Thermal Plants & other suitable industries. ULB shall assist in sale and marketing of all recovered materials.
23. The Agency shall make reasonable endeavours to maximize the utilization of the Waste from the site and for this purpose shall ensure maximum material is recovered by the Agency so as to produce products/outputs such as soil enricher/compost, recyclables, RDF and products etc as per applicable norms
24. Rejects to be stacked at an earmarked area of the project site as per instruction of Engineer – in- charge/ IAA in compliance to SWM 2016 Rules & applicable norms until a Regional SLF will be planned and commissioned by ULB/Authority/ District Collector. Not more than 20% rejects of biomining shall be allowed to dispose based on the baseline quantity and routine physical-chemical reports of dumpsite in consultation with Engineer – in- charge/ IAA. Record of the residual solid waste/ reject’s disposal quantity shall be maintained by the Agency.
25. While reclaiming and excavating MSW from the present open dumpsite following aspects must be handled carefully
  - a. Exposure to hazardous material, leachate, gases, odour etc.
  - b. Contaminated wastes that maybe uncovered during reclamation operations require special handling and disposal requirements
  - c. Precautions must be taken while excavating as it releases gases like methane, Sulphur dioxide and other gases which causes explosion and fire
26. Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
27. Handover any domestic biomedical waste if found during excavation, sorting/segregation to the nearest biomedical waste facility. This waste shall be handled as per Biomedical Waste Management Rules, 2016.
28. The record of weightment of processed waste, recovered material sold to recyclers and also the rejects shall be maintained after measuring their weight in computerized weigh-bridge. All materials, recyclables going out of the site boundary and rejects stored separately have to be weighed and record to be maintained by the Agency. Data of weighbridge shall be maintained properly for the entire concession period with backup server facility and shall be provided as & when required by ULB and other competent authorities.
29. The revenue or the income from the sale of the segregated Useful recovered Material such as reusable and Recyclable, Compost, Soil Conditioner, C&D, Soil, RDF or any other by-product materials shall go to the Concessionaire/Agency’s account. However, before selling the

- recovered material the Agency, at its own cost, will conduct a laboratory testing of such materials from an NABL accredited laboratory, for the parameters as recommended by the SWM Rules 2016, SWM Manual & Authority/ULB.
30. The portion of land shall be earmarked for the disposal of daily fresh waste brought by ULB and it should be separated from the rest of the Bio-mining site.
  31. The Agency also needs to cater processing of incoming fresh waste to the project sites through Bio-Mining facility till the commissioning of Fresh MSW Processing Facility. This fresh waste quantity shall be considered as Legacy Waste quantity till the commissioning of Fresh MSW Facility as per Stipulated Time Period and shall be paid at the Per Ton Rate of Bio Mining of Legacy Waste. The Agency shall, in consultation with Authority, designate an area within the dumpsite for deposition of fresh solid waste. All Fresh waste shall be dumped in the dumping site only at designated locations and layout plan in consultation with ULB. This accumulated fresh waste shall be quantified through weighbridge data or Total Station Survey [Volume (cum) \* Density (0.6 MT/cum)]
  32. Carry out levelling of the ground surface by bulldozers/grader/roller compactor or any other earth suitable equipment after bio-mining activities.
  33. Provide security arrangements for machineries, equipment etc. at the cost of the Developer / Agency.
  34. Recovered C&D waste shall be the sole responsibility of the Agency, it is to be disposed of in compliance with the norms & instructions of Engineer in Charge for the ULB.
  35. Complete the work within the time period stipulated in the Concession Agreement.
  36. Subject to terms and conditions in the Concession Agreement., at the end of the Term, the Agency shall vacate the dumpsite, as the case may be, along with its machinery, equipment, plant and facilities used for Bio-mining and handover the reclaimed area for the desired / planned purpose within 30 days of reclamation.
  37. Ensure use of only covered body vehicles for the transportation of construction materials, legacy waste & recovered materials from legacy waste at the cost of the Agency
  38. The Agency shall ensure that ULB is provided with adequate information of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
  39. The frequency and formats for the reports to be submitted shall be finalized in consultation with the Authority and form part of the O&M Plan and Operations Protocol and as mentioned in the agreement.
  40. The following data should be included in the progress reports submitted by the Agency:
    - a) Monthly excavated waste quantity with extent of area reclaimed (By attaching copies of all technical surveys like Total Station Survey/Drone Survey/ Geo Technical).
    - b) Quantity of waste recovered in each day & month including RDF, recyclable material, soil, soil conditioner, C&D and residual solid waste, inerts etc. as far as category wise.

- c) Leachate generation and management reports
- d) Inert and Product Quality test reports as and when made.

## **II. Development and 10 years of O&M of the MSW processing facility**

1. The project information and Site details has been provided in Appendix-V of the RFP document.
2. Agency shall be responsible for designing, building, testing, commissioning, operation & maintenance of Fresh MSW Processing facility through suitable technologies as specified in SWM Rules- 2016 &SWM Manual. Preferred Technologies are :Windrow Composting Technology with Material Recovery Facility, Refuse Derived Fuel (RDF), Bio-methanation plant (with Bio-gas endues arrangement) etc. in all the ULBs in awarded Cluster (Cluster Info given in Appendix-V).
3. The Agency shall implement, operate & maintain the fresh MSW processing facility including windrows composting process in compliance with SWM Rules, 2016 and CPHEEO 2016 MSWM Manual.
4. In case of an outgoing pandemic such as Covid-19 during the project period, the agency shall adhere to all applicable guidelines and rules released by regulatory authorities such as CPCB, SPCB, SBM etc to take measures against the pandemic.
5. The Agency shall procure all necessary project assets (i.e. Plant and Equipment) including equipment, vehicles, machineries and others required for the successful execution of the treatment Project and ensure their timely maintenance, replacement and capacity augmentation, as the case may be, during the entire duration of the Concession. Also, the Agency shall ensure appropriate use of existing infrastructure available at the processing site.
6. To store, use, appropriate, market and sell or dispose all the products obtained after the processing and treatment of the waste (including compost, electricity, Bio-gas/methane/ CNG and Residual Inert Waste ) and to further retain and appropriate any revenues generated from the sale of such products;
7. To sell or otherwise dispose of all recyclables in compliance to statutory guidelines & applicable rules.
8. All the necessary regulatory approvals should be taken prior to the commencement of plant construction.
9. To obtain, maintain and renew all the Applicable clearances /permits as required for the project implementation, operation & maintenance.
10. Ensure arrangement for water and power supply at site at its own cost.
11. Provide adequate lighting system for easy operations in the working area as well as to the access ways. Provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and safety provisions including health inspections of workers at site shall be carried out.



12. Ensure adequate power back-up for smooth operation of the machinery and equipment installed.
13. Access to the Project Site provided by Authority shall have to be maintained by the Agency to have easy movement of vehicles etc.
14. Shall be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
15. Ensure that the Project Sites remain free from all encroachments as it was handed over by the ULB.
16. Pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.
17. The Agency shall also set up a leachate treatment facility catering to Project Facilities (Bio-mining Facility & Fresh MSW Processing Facility) in accordance of applicable rules and regulations.
18. To adhere to the construction requirements as per the details project plan to be prepared by Agency and approved by ULB/ Authority and standards/ guidelines for construction as per BIS, Solid Waste Management Rules, 2016 and other applicable standards/ guidelines.
19. Provide fire protection measures and safety equipment for all workers at the site. 0
20. Entrance into the Project Site from outside the Site shall be restricted to one point. However, emergency exits may be provided in accordance with the Building Bye laws.
21. Agency shall be responsible for the sale, marketing & transportation of Refused Derived Fuel (RDF) from the project site to the nearby Cement Plants, Waste to Energy Plants, Thermal Plants & other suitable industries.
22. Rejects to be stacked at an earmarked area of the project site as per instruction of Engineer – in- charge/ IAA in compliance to SWM 2016 Rules & applicable norms until a Regional SLF will be planned and commissioned by ULB/Authority/ District Collector. Not more than 20% rejects of MSW Processing shall be allowed to dispose. Record of the residual solid waste/ reject's disposal quantity shall be maintained by the Agency.
23. Be responsible for the sale, marketing & transportation of all recovered materials (such reusable and Recyclable, Compost, Soil Conditioner, C&D, Soil, RDF any other by-product materials) to appropriate vendors. ULB shall assist in sale and marketing of all recovered materials.
24. The record of weighment of processed waste and recovered material sold to recyclers and also the rejects shall be maintained after measuring their weight in computerized weigh-bridge. All materials, recyclables going out of the site boundary and rejects stored separately have to be weighed and record to be maintained by the Agency.
25. The revenue or the income from the sale of the segregated Useful Material such as reusable and Recyclable, Compost, Bio-CNG, Soil Conditioner, C&D, Soil, RDF or any other by-product materials shall go to the Concessionaire/Agency's account. However, before selling the recovered material the Agency, at its own cost, will conduct a laboratory testing of such materials from an NABL accredited laboratory, for the parameters as recommended by the SWM Rules 2016, SWM Manual & Authority, and maintain record of the same.
26. Adequate measures to avoid trespassing shall be taken by the Agency.
27. Ensure adequate power back-up for smooth operation of the machinery and equipment installed.

28. Allied Infrastructure such as Approach Road, Internal Road, Storm Water Drain, Compound Wall, Weighbridge, WB Cabin, Security Cabin, CCTV, Street Lighting, Water & Power Connection, Green belt shall be set up by the concessionaire/agency after due approval of the Dist. Collector upon certification by the Engineering Wing as nominated by The Dist. Collector. The concessionaire/agency shall complete the execution of the works within 3 months from the date of approval of the collector. **On completion & certification of the allied infrastructure, the ULBs/District Collector/Authority shall reimburse the amount.** The Collector shall approve the work design & cost within 15 days of the receipt of work details by the Agency.
29. Entire Allied Infrastructure and project facility shall be maintained by the concessionaire/Agency during the entire concession period at its own cost
30. Provide security arrangements for machineries, equipment etc. at the cost of the Developer / Agency.
31. Recovered C&D waste shall be the sole responsibility of the Agency to be disposed of in compliance with the norms & instructions of Engineer in Charge for the ULB.
32. Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
33. Handover any domestic biomedical waste if found during excavation, sorting/segregation to the nearest biomedical waste facility. This waste shall be handled as per Biomedical Waste Management Rules, 2016.
34. Complete the work within the time period stipulated in the Concession Agreement.
35. The Agency shall ensure that ULB is provided with adequate information of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
36. The frequency and formats for the reports to be submitted shall be finalized in consultation with the Authority and form part of the O&M Plan and Operations Protocol.
37. The following data should be included in the progress reports submitted by the Agency:
  - a. Monthly Quantity (By attaching copies of weighbridge of Incoming Waste, Processed Waste, recovered material& Rejects ).
  - b. Quantity of waste recovered in each day & month including RDF, recyclable material, soil conditioner, C&D and residual solid waste etc. as far as category wise.
  - c. Leachate generation and management reports
  - d. Inert and Product Quality test reports as and when made.

**A. Role of the Authority**

1. To appoint Independent Assessment Agency (IAA) /Project Management Consultant (PMC) to monitor, supervise, and review Agency's progress against the submitted timelines and verify and approve the Agency's monthly/running bills.
2. Authority shall make timely payments to the IAA.
3. In case of delay or no payment from ULB to Concessionaire/Agency beyond stipulated period as per Concession agreement, the Concessionaire/Agency may put up the copy of the invoice to Authority and the Authority shall ensure the payment within 30 days.
4. The initial Total Station Survey/Drone Survey carried out by the Concessionaire/Agency in consultation with the ULB/Authority for the project sites before signing of this Concession Agreement shall be paid by the ULB/Authority.
5. Regional/ Common Sanitary Landfill Facility (SLF) for the disposal of inerts/ process rejects/ process residue shall be planned and commissioned by ULB/District Collector/Authority.

**B. Role of the ULB**

1. Provide possession of Dumpsite for Remediation & Reclamation through Bio-mining, Land for Fresh MSW Processing Facility as per Concession Agreement.
2. Land Lease Agreement shall be signed at the rate of Re. 1
3. Authority shall approve the Implementation Plan submitted by the Agency within a stipulated time. Authority shall, where appropriate, coordinate/assist Agency in securing Applicable Approval.
4. Handover the dumpsite for Bioremediation of legacy waste as per Concession agreement. Agency can use the land for the purpose of this project only till concession period or termination of concession agreement whichever is earlier.
5. Handover the existing infrastructure of Processing assets, deployed and used at Project Site, on as is where is basis to the Agency as per Concession Agreement.
6. The ULB shall Assist to the Concessionaire/Agency to seek approvals, permissions & authorization in a timely manner which Agency may require in connection with implementation of the project & the performance of its obligation.
7. Assist in getting connection for water and electricity supply at Project Site(s).
8. Shall assure a minimum daily waste input of desirable quantity (in TPD) for the processing plants i.e. minimum 65% of proposed processing plant capacity at processing facility on daily basis;
9. ULB shall validate the data provided by the Agency in monthly progress reports after seeking comments of the IAA;

10. Have right over assets and technology in case of Termination or expiration of Concession Period, whichever is earlier;
11. Regional/ Common Sanitary Landfill Facility (SLF) for the disposal of inerts/ process rejects/ process residue shall be planned and commissioned by ULB/District Collector/Authority. ULB Shall handle the rejects/inerts form Bio-Mining & Fresh MSW Processing Activities including but not limited to transportation of it.
12. Allied Infrastructure such as Approach Road, Internal Road, Storm Water Drain, Compound Wall, Weighbridge, WB Cabin, Security Cabin, CCTV, Street Lighting, Water & Power Connection, Green Belt shall be set up by the bidder after due approval of the Dist. Collector upon certification by the Engineering Wing as nominated by The Dist. Collector. The bidder shall complete the execution of the works within 3 months from the date of approval of the collector. On completion & certification the ULBs/ Collector/Authority shall reimburse the amount. The Collector shall approve the work design & cost within 15 days of the receipt of work details by the Agency