



**Commissioner and Director of Municipal Administration  
640, AC Guards, Masab Tank, Hyderabad- 500 004**

**Volume 1: Draft Request for Proposal for**

Selection of Agency for Collection, Transportation, Processing and  
Disposal of Construction & Demolition (C&D) waste for ULB Clusters in  
Telangana State on DBFOT basis

RFP Number: 295207/2021-H2, dated 11-02-2021

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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**Commissioner and Director of**

**Municipal Administration**

**640, AC Guards, Masab Tank, Hyderabad- 500 004**

**Notice Inviting Request for Proposal**

**Tender Reference No. 295207/2021-H2  
2021**

**Dated: 11-02-**

The Commissioner & Director of Municipal Administration (CDMA), Telangana State (TS) (the “**Department**”) intends to invite bids from eligible entities/bidders for the Project mentioned below in accordance with the terms and conditions of this RFP:

<b>Name of the Project</b>	<b>Plant Capacity (In TPD)/Estimated Project Capacity</b>	<b>Bid Security/EM D</b>	<b>Performance Security</b>	<b>Bid Processing Cost.</b>
Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on DBFOT basis.	100 TPD	Rs.13.50 Lakhs (Rs. Thirteen Lakhs Fifty Thousand)	Rs. 67.5 lakhs (Rs Sixty Seven Lakhs and Fifty Thousand only).	Rs.10,000 /- (Rs. Ten Thousand )

1. Bid documents may be viewed and downloaded from the CDMA, TS Website: <https://cdma.telangana.gov.in/> by the bidders.
2. The Bidder shall provide all the information sought under this RFP by physical submission of Original Bid & Signed copy of Bidding/Tender Documents (RFP, DCA, Corrigendum, Addendum), as specified in this RFP. The Department will evaluate only those Bids that are received in the required formats and complete in all respects. Any and all conditional Bids shall be liable to be summarily rejected.

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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3. RFP Document Fee has to be paid in the form of Demand Draft/ Bankers Cheque /Pay order or online banking/ NEFT, as the case may be for the amount of Rs. 10,000/- (Rupees Ten Thousand only) for bid submission in favour of the “Commissioner & Director of Municipal Administration” en-cashable in Hyderabad, Telangana.
4. The Bidding Process can be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
5. For further details and tendering schedule, visit Website: <https://cdma.telangana.gov.in/>.
6. All further notifications/amendments, if any, shall only be posted on websites mentioned above.

**-Sd/-**

**Commissioner and Director of Municipal Administration**

**640, AC Guards, Masab Tank, Hyderabad- 500 004**

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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<b>Department</b>	<b>Commissioner and Director of Municipal Administration</b> 640, AC Guards, Masab Tank, Hyderabad- 500 004	
<b>Municipal Corporation</b>	ULBs as mentioned in the Appendix-V- Cluster Information for C&D Project	
<b>Scope of Work</b>	Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on DBFOT basis. Further detailed out in Appendix III: - Detailed Scope of Work for Concessionaire.	
<b>Tender Type</b>	Open	
<b>Consortium / Joint Venture</b>	Allowed	
<b>Schedule of Tendering</b>	Website	Website: <a href="https://cdma.telangana.gov.in/">https://cdma.telangana.gov.in/</a>
	Download of Bidding Documents date & time	<b>11.02.2021 from 3:00 PM</b>
	Pre-bid Meeting	<b>16.02.2021 at 12 Noon at CDMA office Conference Hall</b>
	Bid submission Due Date	<b>27.02.2021 by 3:00 PM</b>
	Opening of Technical Bids on Bid Due Date	<b>27.02.2021 by 4:00 PM</b>
	Bid Security and mode of Payment	<b>Please refer clause 1.2.5</b>
	Opening of Technical Bid	<b>Will be intimated to the technically qualified bidders</b>
	Opening of Financial Bid	<b>Will be intimated to the technically qualified bidders</b>
	Letter of Award (LOA)	To be notified separately
	Bid Validity Period	<b>180 Days</b>
Signing of Concession Agreement	<b>Within a month of issuing of letter of award</b>	

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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<b>Eligibility Criteria</b>	<b>As per RFP Document</b>
<b>General Terms and Conditions</b>	<b>As per RFP Document</b>
<b>Other Details</b>	<b>As per RFP Document</b>

### **Disclaimer**

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

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

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

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

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

The Department may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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contained in this RFP.

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

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

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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**Definitions**

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed herein. The words and expressions beginning with capital letters but not defined herein, but defined in the Concession Agreement, shall, unless repugnant to the context, have the meaning ascribed there to therein. The under-mentioned words and expressions used in this RFP shall have the meaning set out below:

<b>Additional District Collector</b>	Shall mean Additional District Collector of the district where Lead ULB is located.
<b>Applicable Law</b>	Shall mean all laws, acts, ordinances, rules, regulations notifications and guidelines brought into force and effect, by the Government of India (GoI) or the Government of Telangana State (GoTS), including inter alia the Construction & Demolition Waste Management Rules, 2016, and shall also include judgments, decrees, injunctions, writs or orders of any court of record and/or National Green Tribunal, as may be in force and effect as of the date hereof and shall include any amendment of re-enactment thereof from time to time, having jurisdiction over any Party, this Agreement, the Project, the Project Agreements and each document, instrument and agreement delivered hereunder or in connection herewith.
<b>Applicable Permits</b>	Shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of the Concession Agreement.
<b>Appointed Date</b>	Shall mean the date of execution of the Concession Agreement.
<b>Authority</b>	“Lead Authority”, “Participating Authority”, and “Additional District Collector” are hereinafter collectively or individually, as the context may admit and/or require, referred to as “Authority”.
<b>Bid</b>	Shall mean the documents in their entirety comprised in the bid submitted by the Concessionaire/Agency/Bidder in response to the RFP and the provisions thereof.
<b>Bidding/Tender Documents</b>	Shall mean and include the documents as have been described in Clause 1.1.9 and 1.2.4.
<b>C&amp;D Bulk Waste</b>	means any Construction and Demolition Waste Generator which generates 20 Tonnes or more in one day or 300 Tonnes per month



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Generator / Bulk Waste Generator</b>	per project/works.
<b>C&amp;D Non-Bulk Waste Generator/ Non-Bulk Waste Generator</b>	means any Construction and Demolition Waste Generator which generates less than 20 tonnes in one day or 300 tonnes per month per project/works.
<b>C&amp;D Rules</b>	Shall mean the Construction & Demolition Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986)
<b>Concession Agreement</b>	As defined in the Volume-2: Draft Concession Agreement (DCA) of this RFP.
<b>Concession Period</b>	Shall mean the period of <u>10 Years</u> commencing from the <b>Appointed Date</b> .
<b>Concessionaire</b>	Shall mean the SPV incorporated by the Selected Bidder to implement the Project and sign the Concession Agreement with the ULB.
<b>“Commercial Operations Date” or “COD”</b>	means the date when the C&D Waste Processing Plant achieves commercial operations, pursuant to the provisions of the Concession Agreement;
<b>C&amp;D (Construction &amp; Demolition Waste) Waste</b>	Shall means the waste comprising of building materials, debris and rubble resulting from construction, re-modeling, repair and demolition of any civil structure/ works as described under the Construction & Demolition Waste Management Rules, 2016.
<b>Collection and Transportation (C&amp;T) Facility (C&amp;T Facility)</b>	Infrastructure to be provided for the primary and secondary collection and transportation of C & D waste from each ULB of the Cluster/Project Area to the Processing Plant Site located at Lead ULB.
<b>Collection &amp; Transportation of C&amp;D Waste service (C&amp;T / C&amp;T service)</b>	refers to primary and secondary collection and transportation of C & D waste from each ULB of the Project Area to the Processing Plant Site located at Lead ULB.
<b>Department/ CDMA</b>	Commissioner and Director of Municipal Administration (CDMA), Telangana State.
<b>“Designated Collection Points”</b>	Means and includes places identified by the Lead Authority/Participating Authority in consultation with the Concessionaire in accordance with the terms and conditions of the Agreement for temporary storage of C&D waste within/ nearer to the ULB before transportation to the P&D facility.
<b>Disposal of</b>	Shall mean final disposal of C&D waste rejects (includes the waste

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

<b>C&amp;D Waste</b>	from the Processing Plant, which are not suitable for recycling/ for any further processing) as per C&D Rules and SWM Rules. Disposal of C&D waste rejects after processing (shall be less than 10%) at concessionaire’s cost to designated scientific land fill (or) any disposal site allocated for the purpose by the Lead ULB which shall be within 10 KM from the processing facility
<b>Lead Authority</b>	The Municipal Commissioner/ Chief officer / Nodal Officer of the Lead ULB.
<b>Lead Urban Local Body (Lead ULB)</b>	The ULB in a Cluster with highest quantity of C&D Waste generation and where Centralized C&D Processing Plant of the Cluster shall be established as proposed in the Appendix- V of this RFP.
<b>Monitoring Committee</b>	The Committee headed by Additional District Collector of the district where Lead ULB is located.
<b>Participating Urban Local Body (Participating ULB)</b>	A ULB apart from the Lead ULB in a Cluster as mentioned in the Appendix- V of this RFP.
<b>Participating Authority</b>	The Municipal Commissioner/ Chief officer / Nodal Officer of the Participating ULB.
<b>Project</b>	Shall mean the “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (the “Project”), as per terms and conditions of the Concession Agreement.
<b>Project Area</b>	Shall mean the municipal area presently under municipal boundaries of the ULBs and any extended area of ULBs as may be notified by GoTS from time to time thereof during the Concession Period, for the ULBs as mentioned in the Appendix- V of this RFP.
<b>Processing/ Processing and Disposal (P&amp;D / P&amp;D service)</b>	Shall mean the process by which C&D waste is mechanically segregated, crushed and is transformed into new usable and environmentally safe products and disposal of the rejects as per applicable norms.
<b>Processing Plant/ Processing Facility/C&amp;D Waste Processing Plant/ C&amp;D Waste Processing &amp; Disposal</b>	Shall means the facility to be designed, constructed, developed, installed, operated, and maintained by the Concessionaire for processing and disposal of the C&D Waste .

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

<b>Facility (P&amp;D Facility)</b>	
<b>Selected Bidder</b>	Shall mean the Bidder that has been issued the Letter of Award by the Department for the Project.
<b>SPV or Special Purpose Vehicle</b>	Shall mean the company incorporated under the Companies Act, 2013, by the Selected Bidder for discharging its obligations with respect to the Projects in terms of the Concession Agreement.
<b>SWM Rules</b>	Shall mean the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 .
<b>SWM Manual</b>	Shall mean the Municipal Solid Waste Management Manual issued by Central Public Health and Environmental Engineering Organization (CPHEEO), Ministry of Urban Development, Government of India.
<b>Tipping Fee</b>	Shall have the same meaning ascribed to it in Clause 1.2.6.2
<b>Urban Local Body (ULB)/Bodies (ULBs)</b>	Means Municipality / Municipal Corporation.
<b>User Fee</b>	Shall have the same meaning ascribed to it in Clause 1.2.6.2
<b>Waste Generator/ Generator</b>	means all residential, commercial, public sector undertakings and industrial establishments generating C&D Waste and located within the Project Area; It also includes waste generated by ULB or any other Government Departments in ULB.

## **Interpretation**

In the interpretation of this RFP, unless the context otherwise requires:

- i. The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- ii. A reference to any gender includes the other gender;
- iii. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
- iv. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed;
- v. Any reference to a person shall include such person's successors and assignees;
- vi. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form;
- vii. Any date or period set forth in this RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
- viii. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this RFP mean and refer to this RFP and not to any particular Article,
- ix. In case of any inconsistency between the terms mentioned in the RFP and the literary term, the meaning best construed in furtherance of the objectives of this RFP shall prevail.
- x. Where there is a discrepancy between amount in figures and in words, the latter shall prevail.

## **Section –I**

### **1. Introduction and Invitation of Bids**

#### **1.1 Brief Description of the Project**

- 1.1.1 The C&D Waste generation at the ULB level in Telangana State (TS) varies in wide-range and to make the Project economically viable and sustainable, the 65 ULBs of TS are grouped in 6 Clusters. The list of Clusters/ Project Areas along with details of C&D waste generation quantities of each Participating-ULB and their respective distance from Lead-ULB are provided in the Appendix-V of this RFP. The Commissioner and Director of Municipal Administration (CDMA), Telangana State (“**Department**”), Municipal Commissioner/Nodal officer of Lead-ULB (“**Lead Authority**”) and Municipal Commissioner/Nodal officer of Participating-ULB (“**Participating Authority**”), and **Additional District Collector** proposes to develop an economically viable and environmentally sustainable system for collection, transportation, processing, disposal and recycling of Construction and Demolition (C&D) Waste for each Cluster inter alia by way of undertaking to develop C&D Waste Processing Plant of at least 100 TPD (One Hundred Tonnes Per Day) design-capacity for each Cluster at Lead ULB along with Collection and Transportation equipment and vehicles and related Infrastructure on Design, Build, Finance, Operate and Transfer (DBFOT) basis through Public Private Partnership (“**Project**”) model. The Department has, therefore, decided to carry out a single stage two envelop Physical Bidding Process (defined hereafter) for the selection of a private entity (the "**Bidder**") to whom the Project shall be awarded (the "**Selected Bidder**"/ “Concessionaire”).
- 1.1.2 The Department is committed to finding a sustainable solution for C&D Waste management, as there is no mechanism at present for proper disposal of C&D waste which is leading to unauthorized dumping of C&D Waste at any place particularly roadsides or any vacant land parcels/ plots at present. The Project envisages development of a viable and cost-effective solution for scientific processing of C&D Waste in order to curb illegal dumping on roadsides. The Selected Bidder/ Concessionaire will be provided land at each Lead-ULB of around 1 to 3 Acres in Municipal limit to develop, construct, operate and maintain the C&D Processing Plant for **10 years** (the "**Concession Period**") with a provision of further extension of 5 years as per mutual consent of all parties.. Once such an option is made available to the public, it will be much easier and tenable for the Authority to initiate actions against defaulters (i.e. who dump C&D Waste illegally) to prevent unauthorized dumping and force the Waste Generators to utilize the available services. The brief scope of work of the Concessionaire under this Project is as follows:
- a. Deployment of suitable Vehicles along with required men and manpower and Infrastructure (as required) including (O&M) for Collection & Transportation of

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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Construction & Demolition Waste in covered vehicles with GPS from anywhere within the project area limits. The collected C&D waste shall be transported to the C&D processing plant proposed at Lead ULB or at suitable site allocated by Authority.;

- b. The vehicles deployed for the Collection & Transportation of C&D Waste must be GPS enabled with a provision of online monitoring system and the feed of same shall be provided at all times to the Lead Authority/Participating Authority. Also, the start of the trip shall be the point of collection of waste, either at the designated collection centres or from specific on demand collection points, and end of the trip shall be the Processing Plant. Both start and end point of the trip must be geo tagged by the driver through GPS enabled handheld device along with an upload of a picture of waste collection site on the online monitoring system.
- c. Setting up (Design, Construction, Development and Commissioning) of C&D waste Processing Plant and it's Operation and Maintenance (O)M for processing and disposal of C&D waste using best suitable mechanized technological process and transform C&D waste into useful products;
- d. Disposal of the products made from Construction & Demolition Waste through strategic marketing techniques to generate revenue for itself ;
- e. Disposal of C&D waste rejects after processing (shall be less than 10%) at concessionaire's cost to designated scientific land fill (or) any disposal site allocated for the purpose by the Lead Authority which shall be within 10 KM from the processing facility.
- f. In case if ULB(s) opt/avail the collection and transportation (C&T) services of the Concessionaire:
  - i. The Concessionaire shall collect the C&D waste (both claimed and unclaimed) from the waste generation point or unauthorized dumping point as the case may be and transport the same to directly to the Processing facility or to the designated collection point first and then to the Processing facility depending on the quantum of the waste.
  - ii. the Concessionaire shall do IEC activities, do surveillance and collect fine/penalty from the violators / defaulters in coordination with the Lead Authority and Participating Authority on it's own cost to reduce illegal dumping and to increase claimed waste . Further, the Concessionaire shall collect the information about persons/vehicles dumping C&D Waste illegally so as to take necessary legal action by the Lead Authority and Participating Authority.
- g. In case if any ULB(s) does not opt/avail the collection and transportation (C&T) services of the Concessionaire,

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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- i. The Authority shall collect the C&D waste (both claimed and unclaimed) from the waste generation point or unauthorized dumping point as the case may be and transport the same to directly to the Processing facility or to the designated collection point first and then to the Processing facility depending on the quantum of the waste.
  - ii. the Concessionaire shall not assist such ULB(s) in IEC activities, surveillance and collection of fine/penalty from the violators / defaulters. It shall be responsibility of the respective ULB only.
- h. Implementing the project in compliance to C&D rules 2016, Applicable Norms, Rules, Regulation, Acts, Guidelines, Approvals , Conditions of Consent therein and their amendments from time to time of the GoTS, GoI, local bodies, ULB, Statutory, and Regulatory Authorities such as TSPCB.

1.1.3 The sites for designated collection points of C&D Waste and C&D Waste Processing & Disposal Facility/Processing Plant will be designated by the Lead Authority and Participating Authority in consultation with the Selected Bidder. In the event of unavoidable reasons, the Lead Authority and Participating Authority may change the sites before setting up of the facility by the Concessionaire.

1.1.4 In case of claimed waste, the generator will raise the on-demand request to the Authority or to the Concessionaire as the case may be in writing to the Authority or through the suitable mechanism for on-demand collection (Online, Toll Free Number, Call Centre etc.) to collect the waste.

1.1.5 In case of un-claimed waste, the Authority may intimate to the Concessionaire or the Concessionaire may identify itself and inform the Authority as the case may be, in writing to the Authority or through the suitable mechanism for on-demand collection (Online, Toll Free Number, Call Centre etc.) to collect the waste.

1.1.6 The Selected Bidder shall commence the collection and transportation of the C&D waste within 30 days of compliance date. The C&D waste collected shall be temporarily stored at Collection Points and at the Processing Plant Site till the date of Commercial Operation (COD) of the Processing Plant and shall be processed after commissioning of the Processing Plant.

1.1.7 The Concessionaire should also clear the entire project area within 3 years from all the C&D waste dumped (“Legacy Waste”) at the non-designated sites within the project area limits.

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

1.1.8 The Selected Bidder shall incorporate a special purpose vehicle company (the "**Concessionaire**" or "**SPV**") under the extant provisions of the Companies Act, 2013, prior to execution of the Draft Concession Agreement, which shall be responsible for development, construction, operation and maintenance of the Project under and in accordance with the provisions of a draft concession agreement (the "**Concession Agreement**") to be entered into between the Concessionaire and Lead Authority (Lead ULB), Participating Authority (Participating ULB), Additional District Collector and witnessed by the Department in the form provided by the Department as part of the Bidding Documents pursuant hereto. The Selected Bidder ( a single entity or consortium of entities, as applicable). In Case, the Selected Bidder is a single entity shall hold at least 51% (Fifty one percent) shareholding in the paid-up equity capital of the Concessionaire until expiry of 3 (three) years from COD. Further in case, the Selected Bidder is a Joint Venture/ Consortium, it shall also without prejudice to the aforesaid shareholding requirements, adhere to the shareholding requirements in respect of its Members as set out in Clause 2.2.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

1.1.9 The assessment of actual costs will have to be made by the Bidders at their own risk, liability, responsibility and cost.

1.1.10 Tipping Fee and User Fee:

- a. "Tipping Fee for C&T": The "Tipping Fee for C&T" shall be the Collection and Transportation Fee (Rs. /per Ton) applicable to each ULB in a Cluster for their Claimed and Un-Claimed C&D Waste as per the fees quoted by the Concessionaire in his Financial Bid.
- b. "Tipping Fee for P&D": The "Tipping Fee for P&D" shall be the Processing and Disposal (P&D) Fee (Rs. /per Ton) applicable to each ULB in a Cluster for their Claimed and Un-Claimed C&D Waste as per the fees quoted by the Concessionaire in his Financial Bid.
- c. "User Fee for C&T": The "User Fee for C&T" shall be the C&T Fee (Rs. /per Ton) applicable to Generators for their Claimed C&D Waste in a ULB as per the Notification of the respective ULBs.
- d. "User Fee for P&D": The "User Fee for P&D" shall be the P&D Fee (Rs. /per Ton) applicable to Generators for their Claimed C&D Waste in a ULB as per the Notification of the respective ULBs.

1.1.11 **Payment Terms:**

**1. Tipping fee for C&T :**



- a. **In case of un-claimed C&D waste**, the Concessionaire shall be paid the payment of Tipping Fee for C&T by the ULBs on monthly basis if the services are availed from Concessionaire towards collection and transportation of C&D waste.
- b. **In case of claimed C&D waste**, the Concessionaire shall be paid no payment of Tipping Fee for C&T by the ULBs and the Concessionaire shall collect the User fee for C&T from the C&D waste generators itself, if the services are provided by him. In case, User Fee for C&T notified by any ULB is less than the Tipping Fee for C&T as per the CA, the corresponding difference in payment shall be paid by the respective ULBs to the Concessionaire.

**2. Tipping fee for P&D:**

- a. **In case of un-claimed C&D waste**, the Concessionaire shall be paid the payment of Tipping Fee for P&D by the ULBs on monthly basis towards processing and disposal of C&D waste.
  - b. **In case of claimed C&D waste**, the Concessionaire shall be paid no payment of Tipping Fee for C&T by the ULBs and the Concessionaire shall collect the User fee for P&D from the C&D waste generators itself towards processing and disposal of C&D waste. In case, User Fee for P&D notified by any ULB is less than the Tipping Fee for P&D as per the CA, the corresponding difference in payment shall be paid by the respective ULBs to the Concessionaire.
3. All the payments made by the ULBs shall be on monthly basis in Rupees per Ton of C&D waste based on the quantity of C&D waste measured at the weighbridge at the entrance of Processing Plant.
  4. In case where weighment of small quantities of C&D Waste from Generator is not feasible, the Authority and Concessionaire shall mutually decide fee calculation method “based on Volume” by revers calculation from Weight to Volume at waste Density range (1.5 Tons/ Cubic Meter- 2.0 Tons/ Cubic Meter) as per applicable and prevailing Fee for that ULB.

**1.1.12 Annual Escalation on Tipping Fee:**

The annual escalation on Quoted “**Tipping Fee for C&T**” and “**Tipping Fee for P&D**” shall be applicable and shall be calculated as follows:

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

For each subsequent Accounting year following the Accounting Year Commencing from Commercial Operation Date, the Tipping Fee for C&T and Tipping Fee for P&D shall be increased at a fixed rate of 5% (five percent) without compounding. The details of the annual escalation are presented in the Draft Concession Agreement (DCA).

**1.1.13 Revenue from Sale of Recycled Material and Products:**

The Concessionaire shall be free to sale the recycled materials and products generated from the processing of the C&D waste for the government / private buyers for generating it's own revenue subject to strict quality control as per applicable Rules, Regulations, Guidelines norms and Industry Standards at the prevailing rate of Telangana State Schedule of Rates .

**1.1.14 Assurance of Waste Quantity for P&D services of Concessionaire**

On or after the completion of 2 (two) years from the Appointed Date, the ULBs in a Cluster shall collectively assure that they shall provide on monthly basis for processing at least 50% of Claimed C&D Waste Quantity observed and recorded in the previous year in respect of the P&D services of Concessionaire. The Monitoring Committee will review every year the Claimed and Un-claimed C&D Waste Quantity.

In case of deficit in supply of Assured C&D waste quantity collectively by the ULBs of a Cluster to the Concessionaire on monthly basis, the ULBs responsible for the deficit supply shall be liable to bear the penalty for their proportionate deficit quantity at the rate of 50% of the applicable Tipping Fee for P&D for that year.

**1.1.15 Opting Out from P&D Services of the Concessionaire:**

If Concessionaire is receiving 100% of the Plant Capacity (i.e. 100 TPD) for 2 years consecutively as per records of Weighbridge located at processing plant and recommendation of PMC/IAA, in that case proposal of any ULB for opting out from the P&D services of Concessionaire shall be considered by the Monitoring Committee, provided Concessionaire receives 50% assured quantity for processing as per RFP Clause 1.2.6.6.

1.1.16 The Draft Concession Agreement will set forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").

**1.2 Brief Description of Bidding Process**

1.2.1 The Department has adopted a single stage Physical bidding process consisting of submission of Bids in two parts consisting of Part 1 - Technical Bid and Part 2 - Financial Bid (both terms are defined hereafter) (the "**Bidding Process**") for selection of the

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

Bidder who shall be awarded the Project. The Bidding Documents in their entirety will be available for download from the CDMA, TS Website: <https://cdma.telangana.gov.in/> from the date mentioned in the Clause 1.3.

- a. Bid documents may be viewed and downloaded from the CDMA, TS Website: <https://cdma.telangana.gov.in/> by the bidders.
- b. The Bidder shall provide all the information sought under this RFP by physical submission of original bid & Signed copy of Bidding Document (RFP, DCA, Corrigendum, Addendum), as specified in this RFP. The Department will evaluate only those Bids that are received in the required formats and complete in all respects. Any and all conditional Bids shall be liable to be summarily rejected.
- c. The fee for the **Bidding Document/ Tender Document (“Document Fees”)** has to be paid in the form of Demand Draft/ Bankers Cheque /Pay order or online banking/ NEFT, as the case may be for the amount of Rs. 10,000/- (Rupees Ten Thousand only) for bid submission in favour of the “Commissioner & Director of Municipal Administration” en-cashable in Hyderabad, Telangana.

The online banking/ NEFT payment shall be made in the following account:

NEFT/RTGS Account Details  
Account number: 62426102113  
Account Holder Name: Commissioner & Director of Municipal Administration  
Telangana  
IFSC: SBIN0020070  
Branch: Shantinagar SBI, Hyderabad

For the avoidance of doubt, no exemption from payment of Document Fees is permitted. Further, an attested copy of the receipt of payment of the Document Fees shall be provided by the Bidder as Annexure-N in the Technical Bid Envelop-1..

1.2.2 Eligibility and qualification of the Bidder which expression shall, unless repugnant to the context, include the members of the Joint Venture/ Consortium will be first examined based on the details submitted (“Technical Bid”) with respect to eligibility and qualification criteria prescribed in this RFP. The price bid submitted Physically (“Financial Bid”) of only those Bidders shall be opened whose Technical Bids are responsive to eligibility and qualification requirements as per this RFP (the “Qualified Bidder”). For avoidance of doubt, it is clarified that the Financial Bid has to be submitted Physically only in Envelop-2.

1.2.3 As part of the Bidding Process, interested parties who fulfil the Minimum Eligibility Criteria as set forth in this RFP are being called upon to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

1.2.4 The Bidding Documents/Tender Documents include RFP (Volume I: Request for Proposal (RFP)) and (Volume II: Draft Concession Agreement (DCA)with its Schedules).

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

Subject to the provisions of Clause 2.9, the aforesaid documents and any addenda or corrigenda issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.

- 1.2.5 In terms of the RFP, a Bidder is required to deposit, along with its Bid, a Bid Security equivalent to Rs. 13,50,000 (Rs. Thirteen Lakhs Fifty Thousand Only) (the “Bid Security”). The Bid Security will be refundable not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Draft Concession Agreement. The Bidders will have to provide Bid Security in the form of a bank guarantee/ DD / NEFT / RTGS / FD issued by a Nationalized / Scheduled Bank in India, in favor of the “Commissioner & Director of Municipal Administration” en-cashable in Hyderabad, Telangana in the format set forth in Annexure E of Appendix –I (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred and eighty) days (including 45 days claim Period) from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized/ scheduled bank in India is required. For the avoidance of doubt, “Scheduled Bank” shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

The online banking/ NEFT payment shall be made in the following account:

NEFT/RTGS Account Details

Account number: 62426102113

Account Holder Name: Commissioner & Director of Municipal Administration  
Telangana

IFSC: SBIN0020070

Branch: Shantinagar SBI, Hyderabad

The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.2.6 The Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project.

1.2.6.1 Financial Bid: Financial Bids are invited for the Project on the basis of fee (the “Tipping Fee for Collection & Transportation (Tipping Fee for C&T)” quoted for each ULB in a Cluster and “Tipping Fee for Processing & Disposal (Tipping Fee for P&D)” quoted for the each Cluster (intend to bid) per ton of C&D Waste collected from the project area limits and transported to the Processing Plant by the Concessionaire, for processing and disposal in accordance with the C&D Rules, during the term of the Concession Agreement (the quantity of the C&D Waste shall be measured at the weighbridge to be installed at the entrance of Processing Plant).

1.2.6.2 The Bidder shall quote “Tipping Fee for Collection & Transportation (Tipping Fee for C&T)” for each ULBs in a Cluster and “Tipping Fee for Processing & Disposal (Tipping Fee for P&D)” for the Cluster including all duties, taxes and other levies payable

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

as per state/central government rules and mandatory deductions such as Income tax etc., as applicable excluding GST. The Lead Authority and Participating Authority will not bear any additional liability towards payment of any applicable taxes and duties. The Bidders should accordingly submit their Financial Bid taking the same into consideration.

1.2.7 In this RFP, the term “**Lowest Bidder**” shall mean the Qualified Bidder, quoting the lowest “**Total Tipping Fee**” of waste collection and transportation to the Processing Plant for processing and disposal. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3.3.3 of this RFP, be invited to match the Bid submitted by the **Lowest Bidder** in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Department may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

1.2.8 Further details of the process to be followed and the terms thereof have been spelt out in the Bidding Documents.

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted through e-mail to [cdma@cdma.gov.in](mailto:cdma@cdma.gov.in) before the last date of receiving queries as per Clause 1.3. The email shall clearly bear the following identification/ title:

**1.2.10 “Queries/Request for Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on DBFOT basis.”**

The Pre-Bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Word format. Pre-Bid queries not submitted in the prescribed format shall not be responded to:

S. No.	Document Name, Page No., Clause No.	Text provided in the document	Clarification sought with justification, if any

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

S. No.	Document Name, Page No., Clause No.	Text provided in the document	Clarification sought with justification, if any

1.2.11 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Draft Concession Agreement or the Department’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims in this regard on any account shall be entertained by the Department.

1.2.12 The Department shall receive Bids pursuant to and in accordance with the terms set forth in this Request for Proposal (RFP), Draft Concession Agreement (DCA), as modified, altered, amended and clarified from time to time by the Department and other documents to be provided by the Department pursuant to this RFP (collectively the "Bidding Documents/ Tender Documents") and all Bids shall be prepared and submitted in accordance with the terms of this RFP on or before the Bid Due Date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).

**1.3 Schedule of e-Procurement Activities:**

The Department shall endeavour to adhere to the following schedule. However, the Department may, at its own discretion, revise or extend any of the timelines set-forth in this schedule:

S. No.	Event Description	Date
1	Publishing of Bidding Documents	11.02.2021 by 3:00 PM
2	Last date for receiving queries	16. 02.2021
3	Pre-Bid Meeting/Conference at _____	16. 02.2021 at 12 Noon at CDMA office Conference Hall
5	Bid Due Date (Hard copy submission)	<b>27.02.2021 by 3:00 PM</b>
6	Opening of Technical Bids on Bid Due Date	<b>27.02.2021 by 4:00 PM</b>

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

<b>S. No.</b>	<b>Event Description</b>	<b>Date</b>
7	Opening of Financial Bid	To be notified separately
8	Letter of Award (LOA)	To be notified separately
9	Validity of Bids	180 (one hundred and eighty) days from Bid Due Date, which may be extended on Department’s request.
10	Validity of Bid Security	180 (one hundred and eighty) days and claim period of 45 days.
11	Signing of Concession Agreement	30 (thirty) days after acceptance of LoA

## **2. INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **2.1 General terms of Bidding**

- 2.1.1 A Bidder shall submit Technical Bid and Financial Bid physically only (*details provided below*). Bidder shall in its Bid provide all the information sought under the Bidding/Tender Documents. The Department will evaluate only those Bids that are received in the required formats and complete in all respects. A Bidder bidding individually or as a member of a Joint Venture/ Consortium shall not be entitled to submit another Bid for the same Project either individually or as a member of any other Joint Venture/Consortium, as the case may be.
- 2.1.2 The Bidder shall prepare one original set of its Bid clearly marked “Technical Bid Envelop-1” with one signed copy of the “Bidding/Tender Documents”. The Financial Bid shall only be provided in Original format in Envelop clearly marked “Financial Bid Envelop-2”. If “Financial Bid” and “Annexure P: Financial Proposal Details) are found in Envelope-1, then the bid shall be summarily rejected.
- 2.1.3 All the pages of Bid including brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. The Bid shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bids with erasing / overwriting / cutting which are without authentication will be liable for rejection.
- 2.1.4 The Bid ("**The Hard copy submission of the Enclosures of Bid** ".) shall consist of two envelopes placed:
- Envelope 1: Technical Bid (Original, Physical) with one signed Copy of “Bidding/Tender Documents” (Physical). Pen Drive with the scanned copy of Technical Bid.
- Envelope 2: Financial Bid (Physical only) with Annexure P: Financial Proposal Details
- 2.1.5 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Draft Contract shall have the meaning assigned thereto in the Draft Contract.
- 2.1.6 The Bidding Documents shall be released on the CDMA Website (<https://cdma.telangana.gov.in/>) . Any modifications / addendum / responses to queries shall be updated on the CDMA Website <https://cdma.telangana.gov.in/> and the Bidders are requested to check the CDMA Website regularly for updates. The Department



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

shall not undertake any responsibility, if any, Bidder fails to regularly check the CDMA Website for addendums.

The Bidder shall submit Enclosures of Bid in original as specified formats in Appendix I and clause 2.1.4, 2.11 by the Bid Due Date and the time specified in Clause 1.3, to the address mentioned as below:

Each of the envelopes shall be addressed to:

ATTN. OF : Commissioner & Director of Municipal Administration, TS  
 DESIGNATION DMA  
 ADDRESS : 640, AC Guards, Masab Tank, Hyderabad- 500 004  
 CONTACT NUMBER: “040-23302152”

2.1.7 The Technical Bid shall be furnished as per formats provided in Appendix-I (Annexures A to O) of this RFP. The Technical Bid shall include the following:

ANNEXURE A	:	Letter comprising the Bid
ANNEXURE B	:	General Information of Bidder
ANNEXURE C	:	Power of Attorney for Signing of Bid with Board Resolution/ Charter Document in favor of Executant
ANNEXURE D	:	Power of Attorney for Lead Member of Joint Venture/ Consortium (in case of Joint Venture/ Consortium) with Board Resolution/ Charter Document in favor of Executant
ANNEXURE E	:	Bid Security (Bank Guarantee/ DD / FD or Copy of payment receipt of NEFT / RTGS)
ANNEXURE F	:	Joint Bidding Agreement (in case of Joint Venture/ Consortium)
ANNEXURE G	:	Technical Capacity of Bidder
ANNEXURE H	:	Financial Capacity of Bidder
ANNEXURE I	:	Bid Checklist
ANNEXURE J	:	Proposed Approach & Aethodology for the execution of the project and internal monitoring of the project implementation
ANNEXURE K	:	Technical Proposal Details
ANNEXURE: L	:	Format for Average Annual Revenue from Sale Of Products
ANNEXURE: M	:	Declaration and Undertaking on Non-Blacklisting
ANNEXURE: N	:	Proof for Bidding Document/Tender Document Fee Payment
ANNEXURE: O	:	Deleted

2.1.8 Deleted

2.1.9 The Financial Bid, as per the format specified in Appendix –II, shall be submitted physically only and is invited on the basis of the “**Tipping Fee for Collection & Transportation (Tipping Fee for C&T)**” quoted for each ULB in a Cluster and “**Tipping Fee for Processing & Disposal (Tipping Fee for P&D)**” quoted for the Cluster per Ton of waste collected and transported to the Processing Plant for

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

processing and disposal, from within the project limits. The payment by the Lead Authority, Participating Authority and Generator to the Concessionaire shall be as per the terms and conditions of this RFP and particularly subject to and in accordance with the terms contained in the Draft Concession Agreement (enclosed as Volume II).

- 2.1.10 As mentioned in Clause 1.2.5 above, the Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee, acceptable to the Department, as per format set forth in Annexure E of Appendix – I.
- 2.1.11 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days + 45 days claim period from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (one hundred and eighty) days +45 days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as per the terms of the Draft Concession Agreement.
- 2.1.12 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, duly supported with a charter document or Board Resolution in favour of executant authorising the signatory of the Bid to commit the Bidder. In case the Bidder is a Joint Venture/Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in **Annexure D** of Appendix-I duly supported with a charter document or Board Resolution in favour of executant.
- 2.1.13 Any condition or qualification or any other stipulation contained in the Bid which is not complied with by the Bidder shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.14 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.15 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Department and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.15 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Department will not return any Bid or any information provided along therewith.
- 2.1.16 A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department/Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder

acknowledges and agrees such forfeiture and appropriation of the Bid Security or the Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Department, and is not by way of penalty for, inter alia, the time, cost and effort of the Department including consideration of such Bidder’s proposal (“**Damages**”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or the Performance Security is without prejudice to any other right or remedy that may be available to **the Department** hereunder or otherwise. Without The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (twenty five per cent) of the paid up and subscribed share capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause(aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- a) a constituent of such Bidder is also a constituent of another Bidder in any of the Projects; or
- b) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
- c) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts either or both of

them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or

- e) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

***Explanation:***

In case a Bidder is a Joint Venture/Consortium, then the term Bidder as used in this Clause 2.1.16, shall include each Member of such Joint Venture/Consortium.

For the purposes of this RFP, Associate means, in relation to the Bidder/ Joint Venture/ Consortium Member, a person who controls, is control by, or is under common control with such Bidder/Joint Venture/Consortium Member (the “**Associate**”). The expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or otherwise.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Joint Venture/Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Joint Venture/Consortium as the case may be.

- 2.1.17 The Bidder or Consortium member can claim experience of Associate under its Bid. In such case, a guarantee and undertaking by the Associate shall be furnished at the time of submission of the Bid as per the format prescribed by the Department.

**2.2 Eligibility of Bidders**

- 2.2.1 For determining the eligibility of Bidders for their technical-qualification hereunder, the following shall apply:

- (a) The Bidder may be a single entity or a group of entities (the “**Joint Venture**”/ “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture/Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture/Consortium.
- (b) A Bidder eligible to submit its Bids hereunder maybe a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin ,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.

**2.2.2 Minimum Eligibility Criteria**

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

2.2.2.1 To be considered as technically qualified, a Bidder shall fulfill the following minimum eligibility criteria (the “**Minimum Eligibility Criteria**”):

**(A) Technical Capacity:** For demonstrating technical capacity, the Bidder shall, be required to fulfil the following technical capacity criteria (the "**Technical Capacity**"). The experience that is claimed by the Bidder to fulfil the technical capacity is to be supported by suitable documentary proof (experience certificate issued by concerned Urban Local Body (“**ULB**”) or the client for whom the project is undertaken), to be enclosed along with Technical Bid/Proposal submission.

<b>S. No.</b>	<b>Description</b>
A.	<p>For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall have to fulfill <b>any one</b> of the following conditions (i or ii) in last 10 Years with minimum 1 year of O&amp;M experience for each experience projects claimed:</p> <p>(i) Bidder (Sole Bidder/ Joint Venture) should have developed (designed, constructed, executed, installed and commissioned etc.), operated and maintained Construction and Demolition (C&amp;D) Processing Plant (For any Government Authority) of following capacity. (Projects with completed entire Contract/Concession scope or Project currently under operation and maintenance (O&amp;M)):</p> <p style="padding-left: 40px;">(a) undertaken 01 (One) project of minimum 80 TPD Capacity; Or, (b) undertaken multiple projects (more than one) of minimum cumulative 80TPD Capacity, with each eligible project of minimum 30 TPD Capacity.</p> <p align="center"><b>OR</b></p> <p>(ii) Bidder should have developed (designed, constructed, executed, installed and commissioned etc.),, operated and maintained minimum one project of Ready Mix Concrete (RMC) Plant or Stone Crushing Plant or Manufacturing Plant of concrete blocks/ curb stones / paving blocks / tiles / bricks (manufacturing using Recycled Aggregate (RA) / Recycled Coarse Aggregate (RCA) / recycled- sand) of Capacity minimum 30,000 Metric Ton per year (TPD)/ Cubic meter per year)/ Square Meter per year with proof of experience by way of Statutory Auditor’s certificate or Chartered Accountant’s certificate to be submitted for quantities of recycled products manufactured and sales of the same.</p>

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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Without prejudice to the aforesaid requirements, the Bidder is also required to submit as part of its Technical Bid, its Approach & Methodology fully adhering to the description and format as mentioned in Annexure-J hereto.

**Note:**

1. In case an eligible project for accessing/claiming “the technical capacity” has been jointly undertaken by the Bidder (as part of a consortium), then the entity claiming such experience under Clause 2.2.2.1 (A) (i) and (ii) should have held in the company owning the eligible project, a minimum of 35% equity in the project for which the experience is being claimed. The claiming entity shall produce proof (such as certificate from statutory auditor or Client) of percentage shareholding in the project for which experience is being claimed.

- (B) **Financial Capacity-** For demonstrating financial capacity, the Bidder shall have to demonstrate the following conditions (the “**Financial Capacity**”):

The Bidder shall be required to have average annual turnover of INR **10 Crores** and average positive net worth in the preceding 3 (three) financial year from the due date of submission of this bid. (FY17-18, FY18-19 and FY 19-20). Provisional certificate for FY 19-20 shall be acceptable.

2.2.2.2 The Bidder shall provide documentary evidence by way of Statutory Auditor’s certificate or Chartered Accountant’s certificate in support of its Financial Capacity; and similarly in relation to its Technical Capacity it should provide documentary evidence by way of Experience Certificate from Client and/or Statutory Auditor’s certificate and/or Chartered Accountant’s certificate and/or agreement copy and/or Letter of Award and/ or Completion Certificate, as the case may be, in support of the Technical Capacity. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.

2.2.2.3 After the fulfilment of the above-mentioned Minimum Eligibility Criteria, the Technical Bid of the Bidder shall be scored in the manner set out below. Bidders scoring more than 60 (sixty) marks as Technical Score shall be considered as qualified for the purpose of Financial Bid opening:

<b>Technical Score</b>			
<b>Proposed Qualification Criteria</b>	<b>Proposed Max. Marks</b>		
Minimum average annual turnover of 10 Crores in the preceding 3 (Three) financial years from the due date of submission of this bid. (FY17-18, FY18-19, FY19-20).	Maximum Marks: 15		
	<b>Sr. No.</b>	<b>Average Turnover</b>	<b>Total Marks</b>
	I.	10-15 Cr.	05
	II.	15– 20 Cr.	10
	III.	More than 20 Cr.	15

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<p><b>As per RFP Clause - 2.2.2.1-A:</b> For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall have to fulfill <b>any one</b> of the following conditions (i or ii) in last 10 Years with minimum 1 year of O&amp;M experience for each experience projects claimed:</p> <p>(i) Bidder (Sole Bidder/ Joint Venture) should have developed (designed, constructed, executed, installed and commissioned etc.), operated and maintained Construction and Demolition (C&amp;D) Processing Plant (For any Government Authority) of following capacity. (Projects with completed entire Contract/Concession scope or Project currently under operation and maintenance (O&amp;M)):</p> <p>(a) undertaken 01 (One) project of minimum 80 TPD Capacity; Or, (b) undertaken multiple projects (more than one) of minimum cumulative 80TPD Capacity, with each eligible project of minimum 30 TPD Capacity.</p> <p align="center"><b>OR</b></p> <p>(ii) Bidder should have developed (design, construction, execution, installations, commissioned etc.), operated and maintained minimum one project of Ready Mix Concrete (RMC) Plant or Stone Crushing Plant or Manufacturing Plant of concrete blocks/ curb stones / paving blocks / tiles / bricks (manufacturing using Recycled Aggregate (RA) / Recycled Coarse Aggregate (RCA) / recycled-sand) of Capacity minimum 30,000 Metric Ton per year (TPD)/ Cubic</p>	<b>2.2.2.1-A (i) Maximum Marks: 30</b>		
	<b>S. No.</b>	<b>Cumulative C&amp;D Processing Capacity (in TPD)</b>	<b>Marks</b>
	I.	80-120	20
	II.	120-200	25
	III	More than 200	30
	<b>OR</b>		
	<b>2.2.2.1-A (ii) Maximum Marks: 30</b>		
	<b>S. No.</b>	<b>Processing Capacity (Metric Ton (MT) or Cubic Meter (Cum.) or Square Meter (Sq.m.)) per year</b>	<b>Marks</b>
	I.	30,000	20
	II.	30,000 - 50,000	25
III	More than 50,000	30	

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

meter per year)/ Square Meter per year with proof of experience by way of Statutory Auditor’s certificate or Chartered Accountant’s certificate to be submitted for quantities of recycled products manufactured and sales of the same.										
<b>Total Revenue</b> from Sale of materials and Products from claimed Technical Experience Projects as specified in RFP Clause 2.2.2.1 (A) (i) or (ii) in the last 3 years. (FY17-18, FY18-19, FY19-20).	<b>Maximum Marks: 15</b>									
	<table border="1"> <thead> <tr> <th align="center">S. No.</th> <th align="center">Cumulative Quantity Processed (in Tonnage)</th> <th align="center">Marks</th> </tr> </thead> <tbody> <tr> <td align="center">I.</td> <td align="center">Upto 10 lakhs</td> <td align="center">10</td> </tr> <tr> <td align="center">II.</td> <td align="center">More than 10 Lakhs</td> <td align="center">15</td> </tr> </tbody> </table>	S. No.	Cumulative Quantity Processed (in Tonnage)	Marks	I.	Upto 10 lakhs	10	II.	More than 10 Lakhs	15
	S. No.	Cumulative Quantity Processed (in Tonnage)	Marks							
	I.	Upto 10 lakhs	10							
II.	More than 10 Lakhs	15								
<b>Maximum Marks: 10</b>										
Approach & Methodology for project execution	<b>Maximum Marks: 20 (Based on submission of Annexure-J and Annexure-K)</b>									
Technical Presentation	<b>Maximum Marks: 10</b>									
<b>Total</b>	<b>100</b>									

2.2.2.4 In the event that a Bidder submits a Bid for the Project and the Bidder does not meet the Minimum Eligibility Criteria (Technical or /and Financial Capacity) as described under Clause 2.2.2.1, the Bidder shall be disqualified, and the Financial Bid of such Bidder shall not be opened.

**For the purposes of this RFP**, Net Worth shall mean:

- i **In case of a company:** the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
- ii **In case of any other entity:** the aggregate value of the paid-up capital and/or reserves of such entity, after deducting the aggregate value of the intangible assets.



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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- 2.2.2.5 In case the annual accounts for the last financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the Statutory Auditor/Chartered Accountant. In such a case, the Bidder shall provide the audited annual reports for the financial year preceding the latest financial year for which the audited annual report is not being provided.
- 2.2.2.6 In case of a Joint Venture/ Consortium, the Technical Capacity and Financial Capacity of all the Members of Joint Venture would be taken into account for satisfying the above conditions of eligibility. For avoidance of doubt it is further clarified that the Joint Venture / Consortium must collectively satisfy the above qualification criteria i.e. Joint Venture/Consortium shall cumulatively/collectively fulfil the 100% (hundred percent) requirement of Clause 2.2.2. Further, it is clarified that experience for any activity/work relating to a same eligible project as provided in 2.2.2.1 (A) shall not be claimed by 2 (two) or more members of the Joint Venture/ Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
- 2.2.2.7 Deleted
- 2.2.3 In case the Bidder is a Joint Venture/ Consortium, it shall also comply with the following additional requirements:
- (a) number of members of Joint Venture/ Consortium should not exceed 3(three)
  - (b) subject to the provisions of (a) above, Bid should contain the information required for each Member of the Joint Venture/ Consortium;
  - (c) members of the Joint Venture / Consortium shall nominate one member as the lead member (the “**Lead Member**”) who shall, regardless of anything to the contrary contained herein, be required to hold at least 26% of the equity and voting shareholding of the paid up capital of the Concessionaire at least until end of three years from commercial operations date. The nomination(s) shall be supported by a Power of Attorney executed on non-judicial stamp paper of appropriate value and duly notarized by a notary public, signed by all the other members of the Joint Venture / Consortium;
  - (d) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV until expiry of the 3 year period from the COD and all other members of the Consortium, apart from the Lead Member comprising the Consortium shall hold equity shareholding not less than 10% (ten percent) of the paid up and subscribed equity of the SPV until expiry of 3 years from COD. All members of the consortium should collectively hold atleast 51% (fifty one percent) of the paid up and subscribed equity of the SPV until expiry of 3 year period from the COD, as per the terms of this RFP and the Concession Agreement;

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

- (e) the Bid should include a brief description of the roles and responsibilities of each member, particularly with reference to financial, technical and operation obligations;
- (f) members of the Joint Venture / Consortium shall enter into a binding Joint Bidding Agreement, (the “**Joint Bidding Agreement**”), for the purpose of submitting the Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
  - i. convey the intent to form a SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of such Agreement, in case the Project is awarded to the Joint Venture / Consortium;
  - ii. clearly outline the proposed roles and responsibilities, if any, of each member; commit the minimum equity stake to be held by each member;
  - iii. Undertake one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV until expiry of the 3 year period from the COD and all other members of the Consortium, apart from the Lead Member comprising the Consortium shall hold equity shareholding not less than 10% (ten percent) of the paid up and subscribed equity of the SPV until expiry of 3 years from COD. All members of the consortium should collectively hold atleast 51% (fifty one percent) of the paid up and subscribed equity of the SPV until expiry of 3 year period from the COD, as per the terms of this RFP and the Concession Agreement include a statement to the effect that all members of the Joint Venture / Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project during the validity of the Concession Agreement; and
- (g) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority & Department.

*(Note: Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Joint Venture/Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive.)*

2.2.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (Build, Own and Transfer or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid, either individually or as Member of a Joint Venture/Consortium.

2.2.5 The Bid must be accompanied by the audited annual reports of the Bidder (of each

Member and its Associates whose Financial Capacity is considered for evaluation as per Clause 2.2.2.1 (B) in case of a Joint Venture/ Consortium) for the last three financial year preceding the Bid Due Date. The Bidder shall enclose in its Technical Bid, as per the format set forth in Annexure H of Appendix-I, complete with its Annexes, the certificate(s) from its Statutory Auditors specifying the Net Worth of the Bidder at the close of the financial year preceding the Bid Due Date and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2.1 (B).

2.2.6 No change in the composition of the Joint Venture/Consortium is allowed subsequent to the submission of the Bid during the Bidding Process.

### **2.3 Change in Ownership**

2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that:

- a. There shall be no change in the members of the Joint Venture/ Consortium after submission of the Bids except with the prior written approval of the Authority & Department;
- b. By submitting the Bid, the Bidder shall be deemed to have acknowledged the terms and conditions mentioned in this RFP.
- c. The Bidder further acknowledges and undertakes that Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV until expiry of the 3 year period from the COD and all other members of the Consortium, apart from the Lead Member comprising the Consortium shall hold equity shareholding not less than 10% (ten percent) of the paid up and subscribed equity of the SPV until expiry of 3 years from COD. All members of the consortium should collectively hold atleast 51% (fifty one percent) of the paid up and subscribed equity of the SPV until expiry of 3 year period from the COD, as per the terms of this RFP and the Concession Agreement.
- d. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a member of a Joint Venture / Consortium whose Technical Capacity and Financial Capacity was taken into consideration in terms hereof, the Bidder shall inform the Authority forthwith along with all relevant particulars about the same and the Authority/Department may, in its sole discretion, disqualify the Bidder or withdraw the Letter of Award (LoA) from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority/Department being liable in any manner whatsoever to the Concessionaire. Further, the Authority/Department shall forfeit, invoke and appropriate the Bid Security or Performance Security, as the case maybe, without

prejudice to any other right or remedy that may be available to the Authority hereunder or in law or otherwise.

## **2.4 Cost of Bidding**

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

## **2.5 Sites visit and verification of information**

2.5.1 It is desirable that each Bidder submits its Bid after inspecting the sites; and ascertaining the Cluster/Project area, ULBs, site location, surroundings, access, climate, amount of C&D Waste generated, Applicable Laws, Applicable Permits and regulations or any other matters considered relevant by it.

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

- a) made a complete and careful examination of the Bidding/Tender Documents;
- b) received all relevant information requested from the Department;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Department relating to any of the matters referred to in Clause 2.5.1 above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Department, or a ground for termination of the Draft Contract; and
- f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Department shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Department.

**2.6 Right to accept and to reject any or all Bids**

- 2.6.1 The Department reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Department, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Department shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Department thereunder.
- 2.6.2 Notwithstanding anything contained in this RFP, the Department reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Department rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.6.3 The Department reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Department, supplemental information sought by the Department for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture/Consortium, then the entire Joint Venture/Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Department reserves the right to:
- (a) choose the Selected Bidder in accordance with Clause 3.3; or
  - (b) take any such measure as may be deemed fit in the sole discretion of the Department, including annulment of the Bidding Process.
- 2.6.4 In case it is found during the evaluation or at any time before signing of the Draft Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the Authority/Department, that one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LoA or entering into of the Draft Concession Agreement, and if the Bidder has already been issued the LoA or has entered into the Draft Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority/Department to the Bidder, without the Authority/Department being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, the Authority/Department shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority/Department for, *inter alia*, time, cost and effort of the Authority/Department, without prejudice to any other right

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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or remedy that may be available to the Authority/Department.

**B. DOCUMENTS**

**2.7 Contents of the RFP**

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9.

**Invitation for Bids**

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

**Appendices**

**I. Formats for Technical Bid**

- ANNEXURE A. Letter comprising the Bid
- ANNEXURE B. General Information of Bidder
- ANNEXURE C. Power of Attorney for Signing of Bid
- ANNEXURE D. Power of Attorney for Lead Member of Joint Venture/Consortium
- ANNEXURE E. Format for Bank Guarantee for Bid Security/ EMD
- ANNEXURE F. Format for Joint Bidding Agreement
- ANNEXURE G. Technical Capacity of Bidder
- ANNEXURE H. Financial Capacity of Bidder
- ANNEXURE I. Bid Checklist
- ANNEXURE J. Proposed approach & methodology for the execution of the project and internal monitoring of the project implementation
- ANNEXURE K. Technical Proposal Details

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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ANNEXURE: L	Format for Average Annual Revenue from Sale of Products
ANNEXURE: M	Declaration and Undertaking on Non-Blacklisting
ANNEXURE: N	Proof for Bidding Document/Tender Document Fee Payment
ANNEXURE: O	Deleted

**II. Format for Financial Bid**

Financial Bid

ANNEXURE P: FINANCIAL PROPOSAL DETAILS

**III. Detailed Scope of Work for Concessionaire**

**IV. Roles and Responsibilities of Authorities**

The Draft Concession Agreement (DCA) (Volume II) as part of the Bid Documents shall be deemed to be part of this RFP.

**2.8 Clarifications**

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Department by e-mail in accordance with Clause 1.2.9. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.3. The Department shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses without identifying the source of queries will be uploaded on the e-tendering portal of the Department.
- 2.8.2 The Department shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Department reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Department to respond to any question or to provide any clarification.
- 2.8.3 The Department may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Department shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Department or its employees or representatives shall not in any way or manner be binding on the Department.
- 2.8.4 To facilitate evaluation of the Bids, the Department may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Department for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Department may proceed to evaluate the Bid by construing the particulars requiring

clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Department.

## **2.9 Amendment of RFP**

- 2.9.1 At any time prior to the deadline for submission of Bids, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum (“**Addendum**”), corrigendum (“**Corrigendum**”).
- 2.9.2 Any Addendum and Corrigendum issued hereunder shall be posted/ uploaded on the CDMA, TS Website: <https://cdma.telangana.gov.in/> through corrigendum and shall form an integral part of the Bidding/Tender documents. The relevant clauses of the Bidding Documents shall be treated as amended accordingly, in terms of corrigenda. It shall be sole responsibility of the Bidders to check CDMA, TS Website from time to time for any such amendments. The Department shall not be responsible for any negligence on part of the Bidder.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Department may, at its own discretion, extend the Bid Due Date.

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

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

- 2.10.1 The Bidder shall provide all the information sought under this RFP by way of physical submission of original copy of the Enclosures of Bid, as specified in this RFP. The Department will evaluate only those Bids that are received in the required formats and complete in all respects. Any and all conditional Bids shall be liable to be summarily rejected.
- 2.10.2 The Bidders shall submit both the Technical Bid as well as the Financial Bid, along with all the annexures thereto, in the Physical Enclosures of Bid. Each page of the Technical Bid and the Financial Bid shall bear the signature of the Bidder. In case of the Bidder being a Consortium, the Authorized Signatory of the Lead Member shall sign each page of the Bid. For the avoidance of doubt, the Financial Bid shall only be submitted in the Envelop-2 of the Bid.
- 2.10.3 The physical hard copy of the Enclosures of the Bid which are to be submitted shall be signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

### **2.11 Sealing and Marking of Bids**

- 2.11.1 The Bidder shall submit the Physical Technical Bid in the formats specified under



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

Appendix-I with one signed copy of the “Bidding Documents” in Envelop-1. The Bidder shall also provide the scanned version of Technical Bid in Pen Drive. The Pen Drive shall be placed in the Envelop-1 along with Technical Bid and signed copy of the “Bidding Documents” .. The Technical Bid Envelop-1 shall include:

- a. Letter comprising the Bid (Appendix – I - **ANNEXURE A**);
- b. General Information of Bidder (Appendix – I - **ANNEXURE B**);
- c. Power of Attorney for signing of Bid in the prescribed format (Appendix – I - **ANNEXURE C**);
- d. If applicable, the Power of Attorney for Lead Member of Joint Venture/Consortium (Appendix – I - **ANNEXURE D**);
- e. Bid Security (Appendix – I - **ANNEXURE E**);
- f. Joint Bidding Agreement (in case of Joint Venture/Consortium) (Appendix – I - **ANNEXURE F**);
- g. Technical Capacity of the Bidder (Appendix – I - **ANNEXURE G**);
- h. Financial Capacity of the Bidder (Appendix – I - **ANNEXURE H**); and
- i. Bid Checklist (Appendix – I - **ANNEXURE I**);
- j. Proposed approach & methodology for the execution of the project and internal monitoring of the project implementation (Appendix –I, **ANNEXURE - J**);
- k. Technical Proposal Details (Appendix-I – ANNEXURE - K)
- l. Format for Average Annual Revenue from Sale of Products (Appendix-I – ANNEXURE - L)
- m. Declaration and Undertaking on Non-Blacklisting (Appendix-I – ANNEXURE - M)
- n. Demand Draft/ Bankers Cheque /Pay order or Copy of payment receipt NEFT / RTGS, as the case may be, for Rs. 10,000/- (Rupees Ten Thousand only) as the cost of Tender Document Fee (scanned copy should be provided as Appendix-I – ANNEXURE – N);
- o. Deleted
- p. One set of copy of the “Bidding Documents” with each page initialed by the person signing the Bid in pursuance of the Power of Attorney;

q. Pen Drive with scanned version of Technical Bid”

2.11.2 The Bidder shall separately provide the Financial Bid for the Project in the format specified in Appendix – II along with Appendix-II – Annexure - P : Financial Proposal Details in Financial Bid Envelope-2. For avoidance of doubt, the Financial Bid shall only be submitted in Physical in Financial Bid Envelope-2 only. Any submission of the Financial Bid in The Technical Bid Envelop-1 shall lead to the Bid of the Bidder being rejected outright.

2.11.3 The Technical Bid Envelop-1 and Financial Bid Envelop-2 both shall be placed in an envelope and marked as "**Enclosures of the Bid**".

2.11.4 The envelope, specified in Clause 2.11.3 shall clearly bear the following identification:

**“Selection of Agency for Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on DBFOT basis.”** and shall clearly indicate the name and address of the Bidder.

2.11.5 The envelope shall be addressed to the address mentioned in Clause 2.1.6 of the RFP

2.11.6 If the envelopes are not sealed and marked as instructed above, the Department assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.

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

## **2.12 Bid Due Date and Time**

2.12.1 Bids should be submitted before the time specified in Clause 1.3 on the Bid Due Date at the address provided in Clause 2.1.6 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the office of the person specified at Clause 2.1.6.

2.12.2 The Department may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

## **2.13 Late Bids**

Bids (The Hard copy submission of the Enclosures of Bid) received by the Department after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected and returned unopened.

## **2.14 Contents of the Bid**

2.14.1 The Technical Bid for the Project(s) shall be furnished in the formats provided under Appendix – I.

2.14.2 The Financial Bid for the Project shall be furnished in the format provided under Appendix – II and shall consist of the **“Tipping Fee for Collection & Transportation**

**(Tipping Fee for C&T)**” quoted for each ULB in a Cluster and **“Tipping Fee for Processing & Disposal (Tipping Fee for P&D)”** quoted for the Cluster per ton of C&D Waste collected and transported to the Processing Plant from within the Project area limits, for processing during the term of the Draft Concession Agreement, to be quoted by the Bidder.

2.14.3 Generally, for a Project, the Lowest Bidder shall be the Selected Bidder, subject to the provisions of Clause 3.3.

2.14.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.5 The proposed Draft Concession Agreement Volume-II shall be deemed to be part of the Bid.

## **2.15 Modifications/ Substitution/ Withdrawal of Bids**

2.15.1 The Bidder may modify, substitute or withdraw its Bid prior to the Bid Due Date.. However, no Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2 The Bidder may substitute or withdraw the Bid by submitting a letter addressed to the person mentioned in Clause 2.1.6. The Bidder should also deliver the original substitution or withdrawal letter/notice to the Department.

2.15.3 The hard copy of the substitution or withdrawal notice will be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "**SUBSTITUTION**" or "**WITHDRAWAL**", as appropriate. The letter shall be addressed to person and the address mentioned in Clause 2.1.6.

2.15.4 If the Department receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, and the hard copy of the Enclosures of Bid will be returned unopened.

2.15.5 If the Department receives a withdrawal notice before the specified time on the Bid Due Date, then the Department will return the hard copy of the Enclosures of Bid to such Bidder unopened.

## **2.16 Rejection of Bids**

2.16.1 If any Bid received by the Department is not submitted in accordance with this RFP, and/or not accompanied by the Bid Security as specified in Clause 2.1.11, it may be summarily rejected.

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

2.16.3 The Department reserves the right not to proceed with the Bidding Process at any

time, without notice or liability, and to reject any Bid without assigning any reasons.

## **2.17 Validity of Bids**

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Department.

## **2.18 Confidentiality**

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

## **2.19 Correspondence with the Bidder**

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

## **D. BID SECURITY**

### **2.20 Bid Security**

2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.11 hereinabove in the form of a bank guarantee/ DD / NEFT / RTGS / FD issued by a Nationalized / Scheduled Bank in India, in favour of the “**Commissioner & Director of Municipal Administration Telangana**” encashable at Hyderabad, Telangana State in the format set forth in Annexure E of Appendix –I (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred and eighty) days +45 days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized/ scheduled bank in India is required. For the avoidance of doubt, “**Scheduled Bank**” shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2 The Department shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3 Save as provided in Clause 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Department, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Department.

2.20.4 The Selected Bidder(s)' Bid Security will be returned, without any interest, upon the

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

Bidder signing the Draft Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Department/Authority may, at the Selected Bidder(s)' option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Draft Concession Agreement.

- 2.20.5 The Department shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Department will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the Department as Damages without prejudice to any other right or remedy that may be available to the Department under the Bidding Documents and/or the Draft Concession Agreement, or otherwise, under the following conditions:
- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - (b) If a Bidder withdraws its Bid during the period of bid validity as specified in this RFP and as extended by the Bidder from time to time;
  - (c) In the case of Selected Bidder(s), if it fails within the specified time limit -
    - (i) to sign and return the duplicate copy of LoA;
    - (ii) to sign the Draft Concession Agreement; or
    - (iii) to furnish the Performance Security within the period prescribed thereof in the Draft Concession Agreement;
  - (d) In case the Selected Bidder(s), having signed the Draft Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.
- 2.20.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned/refunded within a period of 60 (sixty) days from the date of intimating the rejection of the proposal by Department to the Bidder.

### **3. EVALUATION OF BIDS**

#### **3.1 Opening and Evaluation of Technical Bids**

- 3.1.1 The Department shall open the Technical Bid at the time specified in Clause 1.3, on the Bid Due Date, at the place specified in Clause 2.1.6 and in the presence of the Bidders who choose to attend. Technical Bid of only those Bidders shall be opened who have submitted the hard copies of the Enclosures of Bid as required under Clause 2.11.3. Similarly, for those Bidders who have not submitted their Technical Bid as per Clause 2.11.3 shall not be considered for opening and evaluation.
- 3.1.2 The Department will subsequently examine and evaluate the Technical Bid in accordance with the provisions set out in this Section 3.
- 3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Department may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder under this RFP.
- 3.1.4 To facilitate evaluation of Technical Bid, the Department may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Technical Bid. Such clarification(s) shall be provided within the time specified by the Department for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Department may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Department.
- 3.1.6 Tests of responsiveness**
- 3.1.6.1 As a first step towards evaluation of Technical Bids, the Department shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (a) Department has received Appendix – I -Annexures (A to O) as per Clause 2.11.1 and 2.11.2 in correct format.
  - (b) the documents as specified in Clause 2.11.3 as Enclosures of the Bid;
  - (c) it is received by the Department on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
  - (d) it is accompanied by the proof/ receipt of payment of Bidding/ Tender Document Fee, as the case may be;
  - (e) it is accompanied by the Bid Security as specified in Clause 2.1.11;
  - (f) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.12

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

and in the case of a Joint Venture/Consortium, it is accompanied additionally by the Power of Attorney as specified in Clause 2.2.3 (c);

- (g) it does not contain any condition or qualification;
- (h) it is accompanied by the Joint Bidding Agreement (only for Joint Venture/ Consortium), specific to the Project, as stipulated in this RFP;
- (i) it contains all the information and documents (complete in all respects) as requested in this RFP and in the formats specified herein; and
- (j) it is not non-responsive in terms hereof.

3.1.6.2 The Department reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Department in respect of such Technical Bid. Provided, however, that the Department may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Technical Bid.

3.1.7 The Bidders considered responsive in terms of Clause 3.1.6.1, shall be evaluated further to assess and determine their Technical Capacity and Financial Capacity to execute the Project. The responsive Bidders shall be called for a presentation to showcase their strength /capability for undertaking the project. Based on the quality of their submission and presentation, scores shall be allocated by the Department for the Presentation.

3.1.8 The Technical Bids will be evaluated on the basis of Bidder's experience as per the Minimum Eligibility Criteria set forth in RFP Clause 2.2.2.1, documentary evidence provided as per RFP Clause 2.2.2.2 and fulfilment of the minimum Technical Score criteria as per RFP Clause 2.2.2.3.

3.1.9 After evaluation of Technical Bids as per Clause 3.1.8, the Department will publish a list of Technically Qualified Bidders whose Financial Bids shall be opened. Department shall notify other Bidders that they have not been technically responsive. The Department will not entertain any query or clarification from the Bidder(s) who fail to qualify.

3.1.10 Technical Score of the Technically qualified bidders as per Clause 2.2.2.3 shall be presented in descending order in the following table as illustrated below before opening the Financial Bid.

Bidder Name	Technical Score
A	87
B	83
C	78
D	75

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

E	72
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**3.2 Opening and Evaluation of Financial Bids**

3.2.1 The Department shall inform the venue and time of opening of the Financial Bids to the Qualified Bidders through CDMA Website and/or e-mail. The Department shall open the Financial Bids of the Qualified Bidders only on scheduled date and time in the presence of the authorized representatives of the Bidders who may choose to attend. The Department shall publicly announce the Financial Bid quoted by the technically Qualified Bidder. Thereafter, the Department shall prepare a record of opening of Financial Bids. The financial bids will be evaluated based on lowest “**Total Tipping Fee**” of waste collection and transportation to the Processing Plant for processing and disposal”.

3.2.2 Bidders can bid for as many Cluster as they wish, however a Bidder shall be awarded maximum of 2 (two) clusters as detailed in Clause 3.3.5.

3.2.3 The Bidder shall provide Cluster Preference Sheet as per following format, along with the Financial Bid (**Appendix- II**):

<i>Preference Number</i>	<i>Cluster Number (As per RFP- Appendix-V,)</i>
1	
2	
3	
4	
5	

3.2.4 The Financial Bids of each Technical Qualified bidders shall be opened randomly and its per Ton “**Tipping Fee for Collection & Transportation (Tipping Fee for C&T)**” quoted for each ULB in a Cluster and “**Tipping Fee for Processing & Disposal (Tipping Fee for P&D)**” quoted for the Cluster (**for which intend to bid**) shall be presented in below Table: A as given in the Illustration Number-1.

- i) Illustration Number-1:
  - a. Bidder shall quote per ton “**Tipping Fee for C&T**” for each ULB of each Cluster for which he intends to bid, as illustrated in below Table: A.
  - b. Bidder shall quote one common per ton “**Tipping Fee for P&D**” for a Cluster for which he intends to bid, as illustrated in Table: A below.

**Table: A**

<b>Bidder-C, Cluster Number - C1</b>		
<b>ULB Name</b>	<b>Tipping Fee for C&amp;T (Rs./ MT)</b>	<b>Tipping Fee for P&amp;D (Rs./ MT)Ton)</b>
ULB-1	65	25



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

ULB-2	75	
ULB-3	85	

- c. Further, based on quoted per Ton “**Tipping Fee for C&T**” values from Table-A, the Average per Ton “**Tipping Fee for C&T**” shall be calculated for evaluation purpose only as mentioned in below Table: B. The Average per Ton “**Tipping Fee for C&T**” calculated in the Table-B is 73.89 Rs./ MT.

**Table: B**

<b>Bidder-C, Cluster Number - C1</b>				
<b>ULB Name</b>	<b>Indicative Quantities (TPD) as per APPENDIX V: - Cluster Information for C&amp;D Project</b>	<b>Tipping Fee for C&amp;T (Rs./ MT)</b>	<b>Total (INR)</b>	<b>Tipping Fee for P&amp;D (Rs./ MT)</b>
ULB-1	5	65	325	25
ULB-2	10	75	750	
ULB-3	3	85	255	
<b>Grand Total</b>	<b>18</b>		<b>1330</b>	
<b>Average C&amp;T Rate (Rs./ MT)</b>	<b>1330/18= 73.89</b>			

- d. Then, the “**Total Tipping Fee**” shall be calculated as mentioned below. This calculated “**Total Tipping Fee**” of each bidder for each bided Cluster shall be considered for Price Bid Evaluation.

“**Total Tipping Fee**” of Bidder-1 for Cluster No.-1 = 73.89 + 25 = **98.89 Rs./ MT.**

**Note: Above calculated “Total Tipping Fee” is applicable only for Bid evaluation. However, the payment to successful bidder shall be as per the Fee quoted by the bidder in the Financial Bid.**

- e. Similarly, as mentioned above in Illustration Numbet-1, the “**Total Tipping Fee**” shall be calculated for each bidder for each Cluster which they have submitted their bid and shall be presented as mentioned in the Illustration Numbet-2.

<b>Illustration Number-2:</b>		
<b>Bidder</b>	<b>Cluster Number</b>	<b>Total Tipping Fee (Rs./ MT)</b>
A	C4	57
A	C3	60
A	C1	70
F	C2	58
C	C5	55

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Illustration Number-2:</b>		
<b>Bidder</b>	<b>Cluster Number</b>	<b>Total Tipping Fee (Rs./ MT)</b>
C	C1	98.89
E	C6	48
D	C2	68
D	C5	48
B	C3	50
B	C2	50

- ii) Next, the **Total Tipping Fee** in the Illustration Number-2 shall be arranged in ascending order of Cluster Number as given below in the Illustration Number 3:

<b>Illustration Number-3:</b>		
<b>Bidder</b>	<b>Cluster Number</b>	<b>Total Tipping Fee (Rs./ MT)</b>
A	C1	70
C	C1	98.89
F	C2	58
D	C2	68
B	C2	50
A	C3	60
B	C3	50
A	C4	57
C	C5	55
D	C5	48
E	C6	48

- iii) Next, The Bids in the Illustration Number-3 shall be arranged in ascending order of “**Total Tipping Fee**” for each Cluster Number separately as given below in the Illustration Number 4:

<b>Illustration Number-4:</b>			
<b>Bidder</b>	<b>Cluster Number</b>	<b>Total Tipping Fee (Rs./ MT)</b>	<b>Lowest</b>
A	C1	70	C1-L1
C	C1	98.89	C1-L2
<b>Bidder</b>	<b>Cluster Number</b>	<b>Total Tipping Fee (Rs./ MT)</b>	<b>Lowest</b>
B	C2	50	C2-L1
F	C2	58	C2-L2
D	C2	68	C2-L3
<b>Bidder</b>	<b>Cluster Number</b>	<b>Total Tipping Fee (Rs./ MT)</b>	<b>Lowest</b>
B	C3	50	C3-L1

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Illustration Number-4:</b>			
<b>A</b>	<b>C3</b>	<b>60</b>	<b>C3-L2</b>
<b>Bidder</b>	<b>Cluster Number</b>	<b>Total Tipping Fee (Rs./ MT)</b>	<b>Lowest</b>
<b>A</b>	<b>C4</b>	<b>57</b>	<b>C4-L1</b>
<b>Bidder</b>	<b>Cluster Number</b>	<b>Total Tipping Fee (Rs./ MT)</b>	<b>Lowest</b>
<b>D</b>	<b>C5</b>	<b>48</b>	<b>C5-L1</b>
<b>C</b>	<b>C5</b>	<b>55</b>	<b>C5-L2</b>
<b>Bidder</b>	<b>Cluster Number</b>	<b>Total Tipping Fee (Rs./ MT)</b>	<b>Lowest</b>
<b>E</b>	<b>C6</b>	<b>48</b>	<b>C6-L1</b>

### 3.3 Selection of Bidder

3.3.1 Subject to Clause 2.16.1, the Bidder whose Bid is considered as responsive and Technically Qualified Bid in terms of Clause 3.1 and who is having lowest **Total Tipping Fee** in a Cluster shall be considered L1 for that Cluster and shall be directly declared the Selected Bidder for that Cluster.

3.3.2 In case a bidder has lowest **Total Tipping Fee** (L1) in more than one Clusters then his preference sheet shall be opened and the cluster number in higher preference shall be considered first to allot to him. However, in case, if a bidder has lowest **Total Tipping Fee** (L1) in more than two Clusters and already two Clusters have been awarded in accordance with preference sheet, then for allotment of subsequent clusters to this bidder, Clauses 3.3.5 to 3.3.9 shall be followed.

3.3.3 With respect to clause 3.3.2 above, Department, may at its own discretion shall allot the clusters to the successful bidder as per the priority set by the Government (if required).

3.3.4 A bidder having lowest **Total Tipping Fee** (L1) in a specific Cluster shall be considered Selected Bidder. In case due to any reason the bidder having lowest **Total Tipping Fee** (L1) in a specific Cluster, is not awarded to the said Cluster (including but not limited to the reason where a Bidder has already been awarded 2 clusters or it doesn't have the required technical & financial capacity to win additional Cluster), then the bidder with second lowest **Total Tipping Fee** (L2) in that Cluster shall be asked to match the lowest **Total Tipping Fee** (L1) of that Cluster (provided that this bidder with second lowest Tipping Fee has not been awarded 2 clusters already and it has the required technical & financial capacity to win additional cluster). If the bidder with second lowest **Total Tipping Fee** doesn't agree to match the lowest **Total Tipping Fee** (L1) of that Cluster, then subsequent bidders in that cluster shall be considered to do so. If, no bidder in that cluster matches the lowest **Total Tipping Fee** (L1), then the

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

cluster shall be awarded as per clause 3.3.5.

- 3.3.5 Bidder shall be awarded maximum 2 cluster, provided that it satisfies additional Minimum Eligibility Criteria i.e. technical and financial capacity for awarding the second cluster by the Department. However, subject to Clause 3.3.1 & 3.3.2, in case, there are any unawarded clusters, the Department may award additional cluster to existing bidders based on their fulfillment of additional Minimum Eligibility Criteria (as defined in RFP clause 2.2.2.1) to undertake work in that additional cluster.
- 3.3.6 Subject to Clause 3.3.2 above, in the event that 2 (two) or more Qualified Bidders have same **Total Tipping Fee** in a Particular Cluster (the “**Tie Bidders**”), then its Technical score shall be considered. In that case, the bidder with higher technical score shall be considered the Selected Bidder. In the event of having tie in this event as well, the bidder with higher average Net-Worth of last 3 FY as provided in Annexure H shall be considered Selected Bidder. In the event of having tie in this event as well, then the Department may draw the lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.3.7 In case a Single Bid is received in a particular cluster, then the Bidder shall be considered L1 for that Cluster and shall be declared as the Selected Bidder for that Cluster provided that the said Bid is responsive and Technically Qualified Bid in terms of this RFP. This provision shall also apply in case of a single Bid being found responsive and Technically Qualified Bid in terms of this RFP .
- 3.3.8 In case no bids are received in a particular cluster then it shall follow clause 3.3.5 above.
- 3.3.9 The bidder directly having lowest **Total Tipping Fee (L1)** in a specific Cluster shall be the Selected Bidder for that respective cluster number. In the event, this Bidder withdraws then its EMD shall be forfeited. In this case, clause 3.3.4 shall be followed.
- 3.3.10 Subject to Clause 3.3.4 and 3.3.5 above, in the event that none of the Bidder matches the lowest **Total Tipping Fee (L1)**, i.e. the Clusters remains unawarded, then Department, may, in its discretion, take further action for such clusters.
- 3.3.11 After selection, a Letter of Award (the “**LoA**”) shall be issued, in duplicate, by the Department to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Department may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoA, and the next eligible Bidder may be considered.
- 3.3.12 After acknowledgement of the LoA as aforesaid by the Selected Bidder(s), it shall sign a Concession Agreement with Lead Authority, Participating Authority, Additional District Collector of the awarded Cluster within the period prescribed in the Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation in the Draft Concession Agreement.

### **3.4 Contacts during Bid Evaluation**

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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

#### **4. FRAUD AND CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Draft Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Draft Concession Agreement, the Department shall reject a Bid, withdraw the LoA, or terminate the Draft Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Department/Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Department hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Department under Clause 4.1 hereinabove and the rights and remedies which the Department may have under the LoA or the Draft Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Draft Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Department during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Draft Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
  - b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

participation or action in the Bidding Process;

- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**5. PRE-BID CONFERENCE**

- 5.1 Pre-Bid Conferences of the Bidders shall be convened on the date mentioned in Clause 1.3 of this RFP, at the designated date, time and place. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Department. The Department shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

**6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2 The Department, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - b) consult with any Bidder in order to receive clarification or further information;
  - c) retain any information and/or evidence submitted to the Department by, on behalf of, and/or in relation to any Bidder; or
  - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Department, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, present or future.



**APPENDICES**

**APPENDIX I : Formats for Qualification Bid**

**ANNEXURE A: LETTER COMPRISING THE BID**

**[On the letter head of the Bidder/ Lead Bidder]**

Dated:

To

.....  
 .....  
 .....

Tel:

Fax:

**Sub:** Bid for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on DBFOT basis”

Dear Sir,

1. With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the Bidding/Tender Documents and understood their contents, hereby submit my/our Bid for the following cluster(s) as marked below. The Bid is unconditional.

Cluster Number	C1	C2	C3	C4	C5	C6
Mark the cluster (s) of choice (Yes/No)						

2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, installation, commissioning, operation and maintenance of the Project(s).
4. I/ We shall make available to the Department any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Department to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

6. We certify that in the last 3 (three) years, we/ any of the Joint Venture/Consortium Members have neither failed to perform on any contract, as evidenced by a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding/Tender document, including any Addendum, Corrigendum issued by the Department.
  - b. I/ We do not have any conflict of interest in accordance with Clause 2.1.16 of the RFP document;
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Department or any other public sector enterprise or any government, Central or State; and
  - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.6.2 of the RFP..
9. I/ We declare that we/ any Member of the Joint Venture/Consortium are/ is not a Member of any other Joint Venture/Consortium submitting a Bid for the Project.
10. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.
11. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
12. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Department or

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

convicted by a Court of Law for any offence committed by us or by any of our Associates.

13. I/ We further certify that no Director/ Partner/ Member/ Trustee of our Company/ Partnership/i.e. M/s\_\_\_\_\_ have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court.
14. The Power of Attorney for Signing of Bid and [the Power of Attorney for Lead Member of Consortium]<sup>†</sup>, as per format provided in the RFP, are enclosed.
15. [I/We acknowledge and undertake that our Consortium Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV until expiry of the 3 year period from the COD and all other members of the Consortium, apart from the Lead Member comprising the Consortium shall hold equity shareholding not less than 10% (ten percent) of the paid up and subscribed equity of the SPV until expiry of 3 years from COD. All members of the consortium should collectively hold atleast 51% (fifty one percent) of the paid up and subscribed equity of the SPV until expiry of 3 year period from the COD, as per the terms of this RFP and the Concession Agreement. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Draft Concession Agreement in respect of Change in Ownership.]<sup>†</sup>
16. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Department forthwith along with all relevant particulars and the Department may, in its sole discretion, disqualify us/ our Joint Venture/ Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Draft Concession Agreement but prior to the third anniversary of the Commercial Operations Date of the Project, it would, notwithstanding anything to the contrary contained in the Draft Concession Agreement, be deemed a breach thereof, and the Draft Concession Agreement shall be liable to be terminated without the Department being liable to us in any manner whatsoever.
17. I/ We understand that in case I/ we are declared as the Selected Bidder and awarded the Project, I/ we shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority as per the draft that has been provided to me/us prior to the Bid Due Date

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<sup>\*</sup>To be retained only in case Bidder is a Consortium

<sup>†</sup>To be retained only if the Bidder is a Consortium.

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

18. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Department in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. I/We have studied all the Bidding/Tender Documents carefully. We understand that except to the extent as expressly set forth in the Draft Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Department or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
20. I/We offer a Bid Security of Rs. 13.50 Lakhs (Rs. Thirteen Lakhs Fifty Thousand Only) to the Department in accordance with the RFP Document, enclosed in the format as provided in Annexure E of Appendix I of the RFP.
21. The documents accompanying the Technical Bid, as specified in Clause 2.2.2 and 2.11.1 of the RFP, have been submitted.
22. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
23. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, the Draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Estimated Project Cost and implementation of the Project.
24. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.  
[We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Draft Concession Agreement.]<sup>‡</sup>
25. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

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<sup>‡</sup>To be retained in case of consortium, only.

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

26. I/ We understand that the Selected Bidder shall incorporate the Concessionaire in the form of a company under the Indian Companies Act, 2013, prior to execution of the Concession Agreement.

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

**Yours faithfully,**

**Date:**

**Place: (Signature, Name and designation of the Authorized signatory)**

**(Name and seal of Bidder/Lead Member)**

**ANNEXURE B**

**GENERAL INFORMATION OF BIDDER**

1. Bidder information
  - a) Name:
  - b) Country of incorporation/ registration:
  - c) Address of the {corporate headquarters/ head office and its branch office(s)/ registered office}, if any, in India:
  - d) Date of incorporation/ registration and/ or commencement of business:
  - e) Type of Entity: {Limited, Pvt. Ltd, LLP, Partnership Firm, any other entity}
2. Brief description of the *Company* including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Department:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

5. In case of a Joint Venture/Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Joint Venture/Consortium.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.3(f) should be attached to the Bid.
- (c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role*{Refer Clause 2.2.3(e)} <sup>§</sup>	Percentage shareholding of paid up and subscribed equity in SPV of each Member {Refer Clause 2.2.3 (f)(iii)}
1			
2			
3			

\* The role of each Member, as may be determined by the Bidder, should be indicated.

- (d) The following information shall also be provided for **each Member** of the Joint Venture/Consortium and/or Associate\*\*:

Name of Bidder/ Member of Joint Venture/Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/constituent of the Joint Venture/ Consortium/its Associate been barred by the {Central/State} Department, or any entity controlled by it, from participating in any Project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		

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

**Signature of the Bidder with company seal**

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<sup>§</sup> All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

**Name of authorized signatory**

**ANNEXURE-C**

**Power of Attorney for Signing of Bid**

*(Refer Clause 2.1.12)*

*(To be executed on Stamp Paper of appropriate value)*

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name).....son/daughter/wife of..... and presently residing at ....., who is presently employed with us/the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (here in after referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for qualification and submission of our bid for "**Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on DBFOT basis**" (the "**Project**") proposed or being developed by the Commissioner & Director of Municipal Administration, Government of Telangana State (the "**Department**") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Concession Agreement and undertakings consequent to the acceptance of our bid, and generally dealing with the Department in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the completion of the Project under the Concession Agreement entered into with the Authority.

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

IN WITNESS WHEREOF WE, .....,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20\*\*.

For

.....

(Signature, name, designation and address)

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

Witnesses:

1.

2.

(Notarized)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *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.*
- *Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*
- *However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated competent authority of the issuing country.*

**ANNEXURE D**

**Power of Attorney for Lead Member of Joint Venture/ Consortium**

(Refer Clause 2.1.12)

*(To be executed on Stamp Paper of appropriate value)*

Whereas the Commissioner & Director of Municipal Administration, Government of Telangana State (the "Department") has invited bids from interested parties for "**Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on DBFOT basis**" (the "Project").

**WHEREAS**, .....,and ..... (collectively the "Joint Venture" or "Consortium") being Members of the Joint Venture/ Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project,

**AND WHEREAS**, it is necessary for the Members of the Joint Venture/ Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Joint Venture/ Consortium, all acts, deeds and things as may be necessary in connection with the Joint Venture's/ Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... Having our registered office at .....,

M/s, ..... Having its registered office at .....,

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

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS..... DAY OF .....,20 .....

For \_\_\_\_\_

(Signature)  
(Name & Title)

For \_\_\_\_\_

(Signature)  
(Name & Title)

For \_\_\_\_\_  
(Name & Title)

(Executants)  
(To be executed by authorised representative of the Bidder/ all the Members of the Joint Venture/Consortium)

Witnesses: [Notarised]

- 1.
  - 2.
- .....

(Executants)

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

**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *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.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution(if required under applicable laws).*

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

*However, in the countries, which are member of Hague convention, the document has to be notarized by the public notary and apostille by the designated competent authority of the issuing country.*

ANNEXURE E

FORMAT FOR BID SECURITY/EMD (BANK GUARANTEE)

(Refer Clauses 2.1.10, 2.1.11 and 2.20.1)  
(To be executed on Stamp paper of appropriate value)

B.G No.

Dated:

1. In consideration of you, the Commissioner & Director of Municipal Administration, Government of Telangana State having its office at 640, AC Guards, MasabTank, Hyderabad- 500 004, Telangana State (hereinafter referred to as the “**Department**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal/Bid of M/s \_\_\_\_\_ (name of the Bidder) registered under the ..... (be a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin ,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) after referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for “**Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on DBFOT basis**” (here in after referred to as “the Project”). Pursuant to the RFP document dated \*\*\*\* issued in respect of the Project and other related documents (hereinafter collectively referred to as “**Bidding Documents**”), we [Name of the Bank] having our registered office at \_\_\_\_\_ and one of its branches at \_\_\_\_\_ (herein after referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of Clause 2.1.10 and 2.1.11 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Department an amount <<Insert Bid Security Amount>> as bid security (hereinafter referred to as the “**Bid Security**”) encashable/ payable at any of our branches including our [*insert branch address in Telangana*] branch at Hyderabad as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Department stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Department is disputed by the Bidder or not merely on the

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

---

first demand from the Department stating that the amount claimed is due to the Department by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\*\*\*/- (Rupees \*\*\*\*\*/- only).

4. This Guarantee shall be irrevocable and remain in full force for a period from the Bid Due Date inclusive of a claim period of 45 days or for such extended period as may be mutually agreed between the Department and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Department shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Department that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Department and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Department shall be entitled to treat the Bank as the principal debtor. The Department shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Department, and the Bank shall not be released from its liability under these presents by any exercise by the Department of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Bidder or by any change in the constitution of the Department or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Department to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Department may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Department in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms. \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

**ANNEXURE F**

**FORMAT FOR JOINT BIDDING AGREEMENT**

*(Refer Clause 2.2.3 (f))  
(To be executed on Stamp paper of appropriate value)*

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

**AMONGST**

1. .... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. .... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ..... (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above-mentioned parties of the FIRST, SECOND, {THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

**WHEREAS,**

- a. The Commissioner & Director of Municipal Administration , Government of Telangana State (hereinafter referred to as the “**Department**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Qualification and Proposal No. .... dated .....(the “**RFP**”) for selection of bidders for “**Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis**” (the “**Project**”) through public private partnership.
- b. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

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

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

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

**2. Joint Venture/ Consortium**

2.1 The Parties do hereby irrevocably constitute a joint venture (the "**Joint Venture**" or "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Joint Venture/ Consortium and not individually and/ or through any other joint venture constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Joint Venture/ Consortium is declared the Selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act, 2013 for entering into a Concession Agreement with Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

**4. Role of the Parties**

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

(a) **Party of the First Part** shall be the Lead Member of the Joint Venture/ Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Joint Venture/ Consortium during the Bidding process and until the Compliance Date under the Concession Agreement when all the obligations of the SPV shall become effective;

(b) **Party of the Second Part** shall be {the ..... Member of the Joint Venture/Consortium; and}

{(c) **Party of the Third Part** shall be {the ..... Member of the Joint Venture/ Consortium.}

**5. Joint and Several Liability**

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

**6. Shareholding in the SPV**

6.1 [The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:]

6.2 The Bidder further acknowledges and undertakes that Members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV until expiry of the 3 year period from the COD and all other members of the Consortium, apart from the Lead Member comprising the Consortium shall hold equity shareholding not less than 10% (ten percent) of the paid up and subscribed equity of the SPV until expiry of 3 years from COD. All members of the consortium should collectively hold atleast 51% (fifty one percent) of the paid up and subscribed equity of the SPV unity expiry of 3 year period from the COD, as per the terms of this RFP and the Concession Agreement.

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

**7. Representation of the Parties**

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

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of

its knowledge:

- (i) require any consent or approval not already obtained;
  - (ii) violate any Applicable Law presently in effect and having applicability to it;
  - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and the binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

## **8. Termination**

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

## **9. Miscellaneous**

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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

SIGNED, SEALED AND DELIVERED  
DELIVERED

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

(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND

For and on behalf of  
SECOND PART  
(Signature)

(Name)  
(Designation)  
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of  
THIRD PART  
(Signature)

(Name)  
(Designation)  
(Address)

In the presence of:

- 1.
- 2.

**Notes:**

1. *The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

**ANNEXURE-G: Technical Capacity of Bidder**  
(Refer to Clause 2.2.2.1(A) of the RFP)

Summary of all the project(s) undertaken by the Bidder/ Member/ Associate for which the experience is claimed in accordance with Clause 2.2.2.1 (A) of the RFP:

<b>Item</b>	<b>Particulars of the Project</b>										
Title of the Project											
Nature of the Project / Description of the Project											
Name & Address of Employer/ Client in case of experience project as per Clause 2.2.2.1(A)-(i)  Or Name & Address of the entity owning the Project in case of experience project as per Clause 2.2.2.1(A)-(ii)											
Location of the Project (Location Coordinate (Latitude, Longitude))											
Project Capacity in TPD in case of experience project as per Clause 2.2.2.1(A)-(i)  Or Project Capacity in Metric Ton per day (TPD)/ Cubic meter per day)/ Square Meter per day in case of experience project as per Clause 2.2.2.1(A)-(ii)											
Date of Work Order / Contract Agreement											
Date of Commercial Operation of Project (COD)											
Project Status (Completed or Ongoing) In case of Completed Project, mentioned the date completion)											
<b>Total Revenue</b> from Sale of materials and Products from claimed Technical Experience Projects as specified in RFP Clause 2.2.2.1 (A) (i) or (ii) in the last 3 years. (FY17-18, FY18-19, FY19-20).	<table border="0"> <tr> <td><b>Financial Year</b></td> <td><b>Annual Revenue</b></td> </tr> <tr> <td></td> <td><b>(in Lacs)</b></td> </tr> <tr> <td><b>2017-2018</b></td> <td></td> </tr> <tr> <td><b>2018-2019</b></td> <td></td> </tr> <tr> <td><b>2019-2020</b></td> <td></td> </tr> </table>	<b>Financial Year</b>	<b>Annual Revenue</b>		<b>(in Lacs)</b>	<b>2017-2018</b>		<b>2018-2019</b>		<b>2019-2020</b>	
<b>Financial Year</b>	<b>Annual Revenue</b>										
	<b>(in Lacs)</b>										
<b>2017-2018</b>											
<b>2018-2019</b>											
<b>2019-2020</b>											

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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	<b>Total Revenue</b>  <b>Note: Certified by CA/Statutory Auditors in Annexure-L.</b>
<p>Whether the Bidder was in JV/Consortium/Partnership with other firms in this project (claimed Technical Experience Projects as specified in RFP Clause 2.2.2.1 (A) (i) or (ii)? (Yes/No)</p> <p>If Yes, then provide</p> <p>1. Certified by CA/Statutory Auditors; or copy of Contract/Concession Agreement or Client Certificate to demonstrate the shareholding pattern of the Bidder for this project</p>	
<p>Whether credit is being taken for the eligible Experience of an Associate.</p>	

Additional sheets may be attached in the above-mentioned formats if necessary, in case of having multiple experience projects.

*\*Client experience certificate and/or statutory auditor’s certificate and/or Chartered Accountant’s certificate and/or agreement copy and/or Letter of Award evidencing the aforementioned experience of the bidder (corresponding to the Clause 2.2.2.1) to be also attached.*



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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**ANNEXURE-H: Financial Capacity of Bidder**

(to be certified by the Statutory Auditor or Chartered Accountant (CA))

*(Refer to Clause 2.2.2.1(B) of the RFP)*

It is certified that the calculations of Net Worth have been carried out as the formula presented in the Clauses 2.2.2.4 of the RFP.

Bidder type	Annual Net Worth (In Rs. Crore) for preceding 3 Financial Year immediately before Bid Due Date			Annual Turnover (In Rs. Crore) for preceding 3 Financial Year immediately before Bid Due Date		
	Fy 17-18	Fy 18-19	Fy 19-20	Fy 17-18	Fy 18-19	Fy 19-20
(I) - Single entity Bidder / Lead Member of the Joint Venture/Consortium {Joint Venture/ Consortium Member 1}						
(II)-{Joint Venture/ Consortium Member 2}						
(III)- {Joint Venture Member/ Consortium Member 3}						
<b>(IV)- Cumulative of (I + II+ III)</b>						
<b>(V) - Average of 3 years of (IV)</b>						

Signature of Statutory Auditor/Chartered Accountant:

Name of Statutory Auditor/ Chartered Accountant:

Membership No.:

Name of Company:

Name & address of Bidder’s Bankers:

Instructions:

1. The Bidder/ its constituent Joint Venture/Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.5 of the RFP. The financial statements shall:
  - a. reflect the financial situation of the Bidder or Joint Venture/Consortium Members and its/ their Associates where the Bidder is relying on its Associate’s financials;

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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- b. be audited by a statutory auditor;
- c. be complete, including all notes to the financial statements; and
- d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

*Note:*

1. *In case of a Joint Venture/Consortium the Financial Statement and Annual reports reflecting the average annual turnover and Net Worth of all the relevant Member(s) and/or its/their Associates being evaluated to meet the Financial Capacity shall be prepared and signed by the Lead Member, and the certificates from statutory auditors of the relevant Members shall be attached to this Financial Statement.*

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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**ANNEXURE- I**

**BID CHECKLIST**

<b>S. No.</b>	<b>Item</b>	<b>Checked by Bidder</b>	<b>Checked by Department</b>
	<b>ENVELOPE 1:</b>		
1	Letter comprising the Bid (Appendix – I - ANNEXURE A);		
2	General Information of Bidder (Appendix – I - ANNEXURE -B)		
3	Power of Attorney for signing of Bid in the prescribed format duly supported by a charter document or board resolution in favour of executants (Appendix – I - ANNEXURE - C);		
4	If applicable, the Power of Attorney for Lead Member of Joint Venture/ Consortium in the prescribed formatduly supported by a charter document or board resolution in favour of executants (Appendix – I - ANNEXURE - D);		
5	Bid Security in the prescribed format (Appendix – I - ANNEXURE - E);		
6	Joint Bidding Agreement (in case of Joint Venture/ Consortium) (Appendix – I - ANNEXURE - F);		
7	Technical Capacity of the Bidder (Appendix – I - ANNEXURE - G);		
8	Financial Capacity of the Bidder (Appendix – I - ANNEXURE - H);		
9	Bid Checklist (Appendix – I – ANNEXURE - I)		
10	Proposed Approach & Methodology for the execution of the Project and Internal Monitoring of the Project implementation (Appendix-I – ANNEXURE - J)		
11	Technical Proposal Details (Appendix-I – ANNEXURE - K)		
12	Format for Average Annual Revenue from Sale Of Products (Appendix-I – ANNEXURE - L)		
13	Declaration and Undertaking on Non-Blacklisting (Appendix-I – Annexure - M)		
14	Proof for Bidding Document/Tender Document Fee Payment (Appendix-I – Annexure - N)		
15	Deleted		
16	One set of copy of the “Bidding/Tender Documents” with each page initialed by the person signing the Bid in pursuance of the Power of Attorney;		
17	Pen Drive with scanned copy of Technical Bid		
	<b>ENVELOPE 2:</b>		

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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1	Financial Bid		
2	Financial Proposal Details (Appendix-II – Annexure - P)		

**ANNEXURE J**

**FORMAT FOR PROPOSED APPROACH & METHODOLOGY FOR THE EXECUTION OF THE PROJECT AND INTERNAL MONITORING OF THE PROJECT IMPLEMENTATION**

**Proposed Approach & Methodology for the execution of the Project and Internal Monitoring of the Project implementation for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (the “Project”)**

**This may include but not limited to:**

1. The Bidders understanding of the Project.
2. Previous experiences of the proposed technology/methodology/business model and issues faced therein.
3. Detailed description of the proposed approach & methodology for all Clusters for which Bidder Intends to Bid. covering all components of the project such as Collection and Transportation of C&D Waste, Design, Construction, Operation, Maintenance and Management of C&D Waste Processing Plant
4. Detailed Implementation Plan for all Clusters for which Bidder Intends to Bid along with a PERT chart for It, including Estimated time to be taken for commissioning of the C&D processing plant.
5. Understanding on Regulatory Framework, Rules, Regulations, Act and Guidelines to be followed for C&D Waste management especially for Processing technology type, Type/ range of Products, Various ways of reuse, recycle and disposal of products and rejects. Compliance with environmental norms, Solid Waste Management Rules, 2016, C&D Rules-2016, BIS, BMTPC, CPCB, MoEF&CC, NPC, MoHUA, NITI Ayog Guidelines, IRC:121-2017, BIS-383:2016.
6. Space required for C&D processing equipment and Designated Collection Points.
7. Detailed description of the proposed business model
8. Identified Risks – Technical, Operational and Environmental

**Note:** All above details to be provided as per S. No sequence mentioned above.

Note: The Concessionaire may add any other aspect as deemed appropriate.

**Signature of the Bidder with company seal**

**Name of authorized signatory**

### **ANNEXURE K: Technical Proposal Details**

Technical Proposal should comprise of detailed note on proposed Technical approach, methodology and project plan covering the following details:

- (a) Key assumptions in development of C&T infrastructure and C&D processing plant and basis of proposed capacity.
- (b) Organization chart and Staffing/Manpower details
- (c) Environment, Health and Safety aspects.
- (d) Environment Monitoring and Environment Management Plan (EMP).
- (e) Key approvals and clearances
- (f) Timelines for Development of C&D processing plant

#### **C&T Infrastructure**

- (a) Type and number of the vehicles and containers that will be deployed for C&T at each Participating ULB and at Lead ULB.
- (b) Describe the proposed system for scheduled / on demand C & D waste collection mechanism on 24 x 7 toll free number/ Web Portal, wherein 24 x 7 toll free number/ Web Portal will be used by the waste generator for raising online their indent/request to lift C&D waste. Citizen C&D-app for uploading Geo-Tag photos for the unclaimed C&D Waste.
- (c) Details of Citizen C&D-App for uploading Geo-Tag photos for the unclaimed C&D Waste observed in the ULBs.
- (d) C&T Vehicle tracking system. Vehicular movement should be GPS enabled and should be monitored with a web-enabled GIS based vehicle tracking system
- (e) Timelines for deployment of C&T infrastructure

#### **Processing Plant**

- (a) Details of Proposed technology for processing Plant. Source of technology and technology tie-up.
- (b) Proposed process flow for processing of C&D waste
- (c) Utilization plan for material recovered and recycled:
  - (a) Coarse aggregate
  - (b) Sand
  - (c) Fine Soil
  - (d) Recycled Products
  - (e) Rejects, etc.
- (d) Market tie-up for sale and disposal of recovered, recycled material, products and rejects
- (e) Project Plan including schedule for equipment replacements and capacity additions at regular intervals.

**Note: All details to be provided as per S. No sequence mentioned above.**

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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**ANNEXURE - L**

**FORMAT FOR ANNUAL REVENUE FROM SALE OF MATERIALS AND PRODUCTS**

**(To be certified by CA/Statutory Auditors)**

**FY17-18**

Sr. No.	Name of Product	Quantity of Product Sold	Unit of Product	Unit Price	Total Amount (In Lacs.)
Total Revenue of FY17-18					

**FY18-19**

Sr. No.	Name of Product	Quantity of Product Sold	Unit of Product	Unit Price	Total Amount (In Lacs.)
Total Revenue of FY17-18					

**FY19-20**

Sr. No.	Name of Product	Quantity of Product Sold	Unit of Product	Unit Price	Total Amount (In Lacs.)
Total Revenue of FY17-18					

Total Revenue of	Total Amount (In Lacs.)
(FY17-18) + (FY18-19) + (FY19-20) =	

**ANNEXURE -M**

**Deleted**



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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ANNEXURE: N      Proof for Bidding Document/Tender Document Fee payment  
(Demand Draft/ Bankers Cheque /Pay order or Copy of  
Payment receipt NEFT / RTGS)  
*(Refer to Clause 1.2.1 c of the RFP)*

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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ANNEXURE: O Deleted

**APPENDIX-II: FORMAT FOR FINANCIAL BID**

*(To be provided only in Financial Bid - Envelop-2)*

**Date:**

**To:**

\_\_\_\_\_

\_\_\_\_\_

**Tel:**

**Fax:**

**Sub:** RFP Reference No. \_\_\_\_\_ dated \_\_\_\_\_ for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”.

Dear Sir,

1. With reference to your RFP document no. \_\_\_\_\_ dated. \_\_\_\_\_, I/we, having examined the Bidding/Tender Documents and understood their contents, hereby submit my/our Bid for the Cluster/Clusters mentioned herein. The Bid is unconditional.
2. I/We hereby submit our Financial Bid (excluding applicable GST) for the clusters I intend to undertake and offer to perform services for the project for the following commercial consideration:

Note: Bidder must fill up the financial bid tables (given below) of only those Clusters for which he intends to bid.

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

**Project:** “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”.

**Financial Bid: Cluster 1: Suryapet (Lead ULB- Suryapet)**

S.No	Name of the ULB	“Tipping Fee for Collection & Transportation (Tipping Fee for C&T)”		“Tipping Fee for Processing & Disposal (Tipping Fee for P&D)”	
		In Figures (Rs./MT)	In Words (Rs./MT)	In Figures (Rs./MT)	In Words (Rs./MT)
1	Huzurnagar				
2	Kodada				
3	Neredcherla				
4	Suryapet (Lead ULB)				
5	Tirumalagiri				
6	Chityal				
7	Miryalguda				
8	Nalgonda				
9	Khammam				
10	Maripeda				

**Project:** “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”.

**Financial Bid: Cluster 2: Karimnagar (Lead ULB- Karimnagar)**

S.No	Name of the ULB	“Tipping Fee for Collection & Transportation (Tipping Fee for C&T)”		“Tipping Fee for Processing & Disposal (Tipping Fee for P&D)”	
		In Figures (Rs./MT)	In Words (Rs./MT)	In Figures (Rs./MT)	In Words (Rs./MT)
1	Cherial				
2	Choppandandi				
3	Dubbaka				
4	Husnabad				
5	Jagitial				
6	Jammikunta				
7	Kothapally				

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Project:</b> “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”.					
<b>Financial Bid: Cluster 2: Karimnagar (Lead ULB- Karimnagar)</b>					
S.No	Name of the ULB	“Tipping Fee for Collection & Transportation (Tipping Fee for C&T)”		“Tipping Fee for Processing & Disposal (Tipping Fee for P&D)”	
		In Figures (Rs./MT)	In Words (Rs./MT)	In Figures (Rs./MT)	In Words (Rs./MT)
8	Karimnagar (Lead ULB)				
9	Metpally				
10	Raikal				
11	Siddipet				
12	Sircilla				
13	Huzurabad				
14	Vemulawada				

<b>Project:</b> “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”.					
<b>Financial Bid: Cluster 3: Mahabubnagar (Lead ULB- Mahabubnagar)</b>					
S.No	Name of the ULB	“Tipping Fee for Collection & Transportation (Tipping Fee for C&T)”		“Tipping Fee for Processing & Disposal (Tipping Fee for P&D)”	
		In Figures (Rs./MT)	In Words (Rs./MT)	In Figures (Rs./MT)	In Words (Rs./MT)
1	Amarchinta				
2	Atmakur				
3	Bhoothpur				
4	Kalwakurthy				
5	Kodangal				
6	Kosgi				
7	Kothakota				
8	Mahabubnagar (Lead ULB)				

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Project:</b> “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”.					
<b>Financial Bid: Cluster 3: Mahabubnagar (Lead ULB- Mahabubnagar)</b>					
S.No	Name of the ULB	“Tipping Fee for Collection & Transportation (Tipping Fee for C&T)”		“Tipping Fee for Processing & Disposal (Tipping Fee for P&D)”	
		In Figures (Rs./MT)	In Words (Rs./MT)	In Figures (Rs./MT)	In Words (Rs./MT)
9	Makthal				
10	Jadcherla				
11	Nagarkurnool				
12	Narayanpet				
13	Parigi				
14	Wanaparthy				

<b>Project:</b> “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”.					
<b>Financial Bid: Cluster 4: Ramagundam (Lead ULB – Ramagundam)</b>					
S.No	Name of the ULB	“Tipping Fee for Collection & Transportation (Tipping Fee for C&T)”		“Tipping Fee for Processing & Disposal (Tipping Fee for P&D)”	
		In Figures (Rs./MT)	In Words (Rs./MT)	In Figures (Rs./MT)	In Words (Rs./MT)
1	Bellampally				
2	Chennur				
3	Dharmapuri				
4	Kagaznagar				
5	Luxettipet				
6	Mancherial				
7	Mandamarri				
8	Manthani				
9	Naspur				
10	Peddapalli				

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Project:</b> “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”.					
<b>Financial Bid: Cluster 4: Ramagundam (Lead ULB – Ramagundam)</b>					
S.No	Name of the ULB	“Tipping Fee for Collection & Transportation (Tipping Fee for C&T)”		“Tipping Fee for Processing & Disposal (Tipping Fee for P&D)”	
		In Figures (Rs./MT)	In Words (Rs./MT)	In Figures (Rs./MT)	In Words (Rs./MT)
11	Ramagundam (Lead ULB)				
12	Sulthanabad				

<b>Project:</b> “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”.					
<b>Financial Bid: Cluster 5: Nizamabad (Lead ULB- Nizamabad)</b>					
S.No	Name of the ULB	“Tipping Fee for Collection & Transportation (Tipping Fee for C&T)”		“Tipping Fee for Processing & Disposal (Tipping Fee for P&D)”	
		In Figures (Rs./MT)	In Words (Rs./MT)	In Figures (Rs./MT)	In Words (Rs./MT)
1	Armoor				
2	Banswada				
3	Bhainsa				
4	Bheemgal				
5	Bodhan				
6	Kamareddy				
7	Nirmal				
8	Nizamabad (Lead ULB)				

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Project:</b> “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis”.					
<b>Financial Bid: Cluster 6: Warangal (Lead ULB- Warangal)</b>					
S.No	Name of the ULB	“Tipping Fee for Collection & Transportation (Tipping Fee for C&T)”		“Tipping Fee for Processing & Disposal (Tipping Fee for P&D)”	
		In Figures (Rs./MT)	In Words (Rs./MT)	In Figures (Rs./MT)	In Words (Rs./MT)
1	Bhupalpally				
2	Jangaon				
3	Narsampet				
4	Parakala				
5	Thorrur				
6	Warangal (Lead ULB)				
7	Wardhannapet				

3. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
4. I/We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document. The Financial bid submitted hereof shall be applicable on us during the concession period in accordance with the provision of Bidding/Tender Documents.
5. I/We agree that we have understood the Bid Evaluation & Selection Criteria as per clause no. 3.1, 3.2 & 3.3 of RFP.
6. I/We agree that we have understood that the “Total Tipping Fee” shall be used only for financial bid evaluation as per clause no. 3.2 & 3.3 of RFP.
7. I/We agree that we have understood the User Fee (“**User Fee for C&T**” or “**User Fee for P&D**”) and “Payment Terms” are as per clause no. 1.2.6 of RFP and as explained in the Draft Concession Agreement (DCA).
8. We understand that we shall be paid by Generator, Lead Authority, Participating Authority as per the aforesaid quoted amount for the respective services provided by us.
9. I/We agree that the annual escalation shall be as mentioned in the RFP Clause 1.2.6.4 and explained in the Draft Concession Agreement



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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(DCA).

10. We attach our preference of Cluster in the following format:

<i>Preference Number</i>	<i>Cluster Number (As per RFP-Appendix-V)</i>
1	
2	
3	
4	
5	
6	

11. I/We have enclosed ‘Annexure P: Financial Proposal Details’ in Envelop-2 along with this Financial Bid.

In witness thereof, I/we submit this Financial Bid under and in accordance with the terms of the RFP document no.....

Yours faithfully

Authorized signatory

(Name & seal of the bidder)

Date:

Place:

**APPENDIX-II: ANNEXURE P: FINANCIAL PROPOSAL DETAILS  
(To be provided only in Financial Bid - Envelop-2)**

Bidders are required to submit following information only in Envelop-2: Financial Bid:

- a) Total Investment Proposed and Funding / Financing plan, Project Financial aspects – Capital Cost, Operation and Maintenance Cost, Revenues etc.
- b) Bidders would be required to submit information on key assumptions for the Project (Key Assumptions) based on their estimates of various parameters pertaining to the Project. Key Assumptions must include (but not limited to) information on the following in the same sequence.
  - I. Project Cost Estimates (Break up)
  - II. Details of Preliminary Expenses including cost of Design and DPR preparation
  - III. Base Construction Cost
  - IV. Plant and Machinery Cost
  - V. Contingencies
  - VI. Details of Pre-Operative Expenses
  - VII. O&M Cost per year
  - VIII. Processing product quantities in Metric Tons, Cubic Meter, Square Meters per day and estimated revenues

**APPENDIX III: - Detailed Scope of Work for Concessionaire**

**Detailed Scope of Work of Concessionaire including but not limited to**

1. The Project, Cluster, ULB and Site related information has been provided in Appendix V of the RFP document.
2. The **C&T Facility** and **P&D Facility** shall be combined addressed as Construction and Demolition Waste Management Infrastructure (here in after referred to as “**Project Facility/ C&D Facility**”).
3. The C&T service and P&D service of **C&T Facility** and **P&D Facility** respectively shall be combined addressed as **Construction and Demolition Waste Management Services** (here in after referred to as “**CDS**”).
4. The concessionaire within 30 days after signing the Concession Agreement shall prepare comprehensive C & D Waste Management Plan, Detailed Project Report (DPR) with Drawing and Costing covering aspects such as segregation, storage, collection, reuse, technology, processing, recycling, transportation and disposal etc. and submit to the Authority.
5. The Concessionaire shall be responsible for Design, Build (Construction, Development, Installation), Testing, Commissioning, Operation & Maintenance of Collection and Transportation (C&T) Facility (**C&T Facility**) and Processing and Disposal (P&D) Facility (**P&D Facility**) for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Cluster in Telangana State on Design, Build, Finance, Operate and Transfer (DBFOT) basis” (here in after referred to as **the “Project”**) through suitable technologies. Preferred C&D waste processing technologies is Wet processing technology. The P&D Facility shall be located at Lead ULB. The C&T Facility shall be provided by Concessionaire at each ULB as per requirement of each ULB in the Cluster.
6. The Concessionaire shall procure all necessary and new project assets (i.e. Civil Structures, Plant and Equipment) including required vehicles, machineries, bins for the successful implementation and execution of entire project and ensure their timely operation, maintenance, replacement and capacity augmentation, during the entire Concession Period. Also, the Concessionaire shall ensure appropriate use of existing infrastructure, if any available and given by ULB to Concessionaire at the processing site.
7. The Concessionaire shall develop, operate and maintain the project in compliance with C&D Waste Management Rules 2016, CPHEEO SWM Manual 2016, Industry Standards, Statutory Rules, Regulations, Guidelines and Norms and their amendments from time to time from various authorities such as Government of Telangana State (GoTS), Government of India (GoI), Central Pollution Control Board (CPCB), Telangana State Pollution Control Board (TSPCB), Swachh Bharat Mission (SBM), Building Materials and Technology Promotion Council (BMTPC), Ministry of Housing & Urban Affairs (MoHUA) , Ministry of Environment, Forest & Climate Change (MoEF&CC), National Productivity Council (NPC), Indian Road Congress (IRC) etc.

8. Concessionaire shall obtain, maintain and renew all the prerequisite regulatory approvals and consents prior to the commencement of plant Construction and Operation. in case of TSPCB, the Lead Authority and Department will provide support for clearance/approvals.
9. In case of an outgoing pandemic such as Covid-19 during the project period, the Concessionaire shall adhere to all applicable guidelines and rules released by regulatory authorities & Statutory Authorities such as Government of India, CPCB, SPCB, SBM, etc. to take measures against the pandemic.

### **1.1 Collection and Transportation**

- a. C&D waste is generally divided into two categories:
  - **Claimed C&D waste**, which is generated by bulk generators, residential or commercial generators, where the generator of waste can be identified.
  - **Unclaimed C&D waste**, where the generator of C&D waste is difficult to be identified, for instance the C & D waste which is mainly found dumped on roadsides or in other residential, non-residential and open areas within the ULB limits.
- b. The Claimed C&D generators are categorised based on the quantity of generation for ease of identification, as presented below,
  - **Small Waste Generator:** C&D Waste generation less than 3 Tons of Waste per day
  - **Medium Waste Generator:** C&D Waste generation more than 3 Tons to 20 Tons of Waste per day
  - **Bulk Waste Generator (BWG):** C&D Waste generation more than 20 Tons per day or 300 Tons per month per project/works
- c. The concessionaire shall be responsible for the surveillance, collection, storage, containment, loading and transportation of all claimed & unclaimed C&D waste from Lead and Participating ULB to the P&D Facility located at Lead ULB for its further processing. However, if any ULB or Waste Generator prefers to do the collection, storage, containment, loading and transportation of claimed and/or unclaimed C&D waste to the processing facility located at Lead ULB, then they are free to do so with prior consent and approvals. The Authority will decide whether to opt for C&T services of Concessionaire or not, however any change in decision by Authority regarding stopping / re-starting of C&T services of Concessionaire for claimed and/or unclaimed C&D waste will have to be conveyed and approved by the Monitoring Committee at least two months prior. Authority may have the option to opt out of the C&T services of the Concessionaire from the signing of the Agreement itself. The concessionaire shall not be responsible for the surveillance, collection, storage, containment, loading and transportation of all claimed & unclaimed C&D waste from those Authority which does not opt for the C&T services of the Concessionaire.
- d. Concessionaire shall clear all legacy C&D Waste from the project area within 3 years from signing of Concession Agreement of those Authority which opt for the C&T services of the Concessionaire.
- e. The concessionaire will be responsible for lifting unclaimed waste from areas, which otherwise cause nuisance to vehicular traffic, mainly on both sides of the roads and at junction points. The heaps of C&D waste dumped by roadside/isolated, is to be cleared by the concessionaire.

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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- f. The concessionaire has to set up a Control Room and system for scheduled / on demand collection of C & D waste based on 24 x 7 Toll free number (with voice recorder facility with proper recording and retrieval mechanism)/ Web Portal, wherein Toll free number/ Web Portal will be used by the waste generator for raising online their indent/request to lift C&D waste and the same will be catered by the concessionaire. Small quantities of C & D waste can be lifted within 72 Hours.
- g. The Authority as well as any C&D Waste Generator, if prefers so, can transport their C&D waste to the **Processing facility located at Lead** Authority or they can opt for services of the Concessionaire through Online Indent and/or through the 24X7 Toll Free Number , Call Centre Number as notified by the respective Authority.
- h. The responsibility of the concessionaire includes providing adequate number of vehicles and for collection and transportation.
- i. The concessionaire will be required to provide the containers, labours and machinery for loading of waste from waste generation point/source, Unclaimed waste site as well as from the collection points into the transport vehicle.
- j. In case of small quantities and narrow lanes where large vehicles cannot enter, the concessionaire may provide small auto-tippers wherein the waste generators will provide the waste. The small auto-tippers shall further transport it to the Collection Points from where large truck can transport the C&D waste to the P&D Facility.
- k. The number of containers and the equipment at specific location(s) will be decided by the successful Bidder in the Waste management Plan and DPR prepared and will be submitted to Authority.
- l. The concessionaire shall provide sturdy containers of the volume that he deems appropriate for secondary storage of C&D waste in Consultation with respective Authority.
- m. The size of containers to be placed in the designated area shall have the capacity 1.5-2.0 times of the volume of waste expected to be received at the designated locations taking into consideration the waste density of 1500-2000 kg/cubic meter.
- n. In case of claimed waste, the generator will raise the on-demand request to the Authority or to the Concessionaire as the case may be in writing to the Authority or through the suitable mechanism for on-demand collection (Online, Toll Free Number, Call Centre etc.) to collect the waste.
- o. In case of un-claimed waste, the Authority may intimate to the Concessionaire or the Concessionaire may identify itself and inform the Authority as the case may be, in writing to the Authority or through the suitable mechanism for on-demand collection (Online, Toll Free Number, Call Centre etc.) to collect the waste.
- p. The vehicular movement should be GPS enabled and should be monitored with a web-enabled monitoring / vehicle tracking system and made accessible to Lead Authority, Participating Authority and other agencies as authorized by Lead Authority for monitoring the activities.
- q. There will be a predetermined designated “**Collection Points**” in each ULB of the Cluster, where C&D waste collected from Generator and Un-claimed waste can be stored for its transfer/ transit from small vehicle to large vehicle and for ease of transportation from Collection Points to the Processing Facility located at the Lead ULB. These “Collection Points” will be notified by Authority. Land for the Collection point shall be provided by each Authority to Concessionaire for only storage/ transfer/ transit of C&D waste. Weighbridge, office and if any other allied facilities required by Concessionaire, shall be developed by Concessionaire at Collection Point with prior-consent and approval of respective Authority of the ULB. If the ULB area is large and have more quantity of waste, then Authority of that ULB may decide to have more than

Collection Points for ease of transportation. It will be the responsibility of Concessionaire of storing, loading, transporting the waste from Collection Point to the C&D processing facility located at Lead ULB, provided C&T services of the Concessionaire are opted by Authority.

- r. All such Collection Points shall be serviced by using required number of auto-tippers or tippers, loading machinery, skips/containers/bins, CCTV, safety measures, dust control measures etc.
- s. Concessionaire has to create awareness in Public for his services for lifting of claimed C&D waste.
- t. Lifting of C&D waste has to start within one month (30 days) of compliance date and allocation of site for P&D Facility by Lead Authority. The concessionaire shall make arrangements of appropriate size containers for collection of waste and shall remove at regular intervals or when they are filled.

## **1.2 C&D Processing and Disposal Facility (P&D Facility)**

The work at the site can be divided into following broad categories viz.

- Site development
- Design, Construction, Operation and Maintenance of P&D Facility
- Transfer

### **1.2.1 Site Development**

#### **Allied Infrastructure:**

- a. Allied Infrastructure such as Approach Road to the site and its Street Lighting, Compound Wall, and Water & Power Connection till the entry to the site shall be set up by the Concessionaire/Agency after due approval of the District Level Project Committee formed and headed by the District Collector and certification by the Engineering Wing as nominated by The District Collector. The Concessionaire shall follow the relevant Common Schedule of Rates and its amendments released by Public Health & Municipal Engineering Department, Government of Telangana. The Concessionaire/Agency shall complete the execution of this works within 3 months from the date of approval of the collector. On completion & certification the Lead Authority shall reimburse the amount for these Allied Infrastructure works. The Collector shall approve the work design & cost within 15 days of the receipt of work details by the Agency
- b. Entire Allied Infrastructure and project facility shall be maintained by the concessionaire/Agency during the entire concession period at its own cost

#### **Internal Infrastructure:**

- a. The concessionaire should carry out necessary Contour Survey, Geotechnical Surveys for considering the structural foundation and design aspects, hydrological and flooding study at sites.
- b. The processing facility shall be fenced or hedged and provided with proper gate to monitor incoming vehicles or other modes of transportation

- c. The internal roads shall be concreted or paved so as to avoid generation of dust particles due to vehicular movement and shall be designed to ensure its free movement
- a. There shall be one or more weighbridge of minimum 40 Tons or higher capacity based on quantity and vehicle movement at the Processing Facility located lead ULB at which record of C&D waste (Claimed or Unclaimed, transported by Authority or transported by Concessionaire) from each Participating Authority shall be maintained. The electronic weighbridge with computerized and CCTV camera, image capture system at the P&D Facility along with necessary basic facilities to the staff.
- d. Provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and lighting arrangements for easy operations during night hours shall be provided and safety provisions including health inspections of workers at site shall be carried out
- e. Provide buffer area with vegetative boundary around P&D Facility

**Environment Management:**

The concessionaire shall ensure implementation of Environment Management Plan and Monitoring during entire Concession period of the project:

- a. In order to prevent pollution from construction, processing or recycling operations the concessionaire shall provide storm water drains to prevent stagnation of water; provide paved and /or concreted surfaces in selected areas to prevent dust and damage to site; prevent noise pollution from processing and recycling
- b. Concessionaire shall monitor work zone air quality at processing site and ambient air quality monitoring within its facility premises from authorized laboratories/agencies and submit the report on monthly basis.
- c. Shall monitor and measure noise levels at the site and interface of the facility with plant boundary and surrounding area.

**1.2.2 Design, Construction, Operation and Maintenance of P&D Facility**

- b. The concessionaire will be required to look into the quality and quantity of the waste generated in the Collection Points at ULB and at various Construction sites in project area for arriving at the technology selection. The total system would be compliant as per the C & D Waste Management Rules 2016 and can follow the practices as suggested in CPHEEO SWM Manual 2016, applicable norm, statutory guidelines of the Ministry of Urban Development and their amendments from time to time.
- c. The concessionaire is expected to use a combination of mechanical processes technologies/systems that includes crushing, screening, and separation which would maximize waste treatment and ensure zero land filling.
- d. The concessionaire shall set up a Wet C&D Waste Processing facility. The wet processing technology of C&D waste is to be adopted. Incoming C&D waste has to be washed to clean it. Wet process is suggested as dust generation in this process is minimized.
- e. The concessionaire shall adhere to the construction requirements as per the detailed project plan, Detailed project report (DPR) to be prepared by Concessionaire and approved by Authority in compliance to the construction standards/ guidelines, BIS, the Construction and Demolition Waste Management Rules-2016 and other applicable standards/ guidelines and their amendments from time to time.
- f. The concessionaire shall undertake crushing in such a manner that noise, and dust pollution are controlled.

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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- g. The concessionaire shall ensure that end product complies with the code of practices and standards as specified by the Bureau of Indian Standards (BIS), Building Materials and Technology Promotion Council (BMTPC), Ministry of Housing & Urban Affairs (MoHUA) , Ministry of Environment, Forest & Climate Change (MoEF&CC), National Productivity Council (NPC), Indian Road Congress (IRC) etc. for use of recycled materials and products made from construction and demolition waste.
- h. The concessionaire will separate mixed C&D waste from different parts of the city and from various activities, needs to be separated after crushing and screening. Air blowers, magnetic separation, jigging or manual separation can be employed for this purpose.
- i. The concessionaire should provide system for segregation of undesirable items like rags, plastics, metal, FRP sheets, etc. with machinery or manual mode.
- j. The concessionaire shall process the C&D waste, confirming to applicable norms in environment friendly manner.
- k. The concessionaire shall also identify/use alternate methods in place of conventional treatment/processing method(s), required for processing a particular type of waste, so as to ensuring zero-land filling of waste. Other than C & D waste should not to be lifted during C&T by Concessionaire. Any such waste lying at such sites shall be duly informed to concern Authority sanitary staff. Disposal of C&D waste rejects after processing (shall be less than 10%) at concessionaire’s cost to designated scientific land fill (or) any disposal site allocated for the purpose by the Lead Authority which shall be within 10 KM from the processing facility.
- l. The concessionaire shall identify and develop end-markets for recycled material and products made from C&D waste, independently. The concessionaire will provide facilities for crushing, screening and separation of wastes in various grades and sizes for sale to respective consumers and /or process for production of various precast structure, paver tiles, road-side curb bricks etc.
- m. The concessionaire should maximize the recycling, reusing as well as reducing the waste at the end of the treatment cycle.
- n. The technology should include rock breaker, mechanical hammers, horizontal impact crushers, jaw crushers, screening system, hopper and feeding system, conveying system, belt protection mechanism, hydraulic control, reinforced belt, magnetic separator, engine and generator unit, fuel and oil tanks, movement tracks
- o. The concessionaire will make curb stones, paving blocks, titles etc and bricks from mixed aggregate and cement using brick laying machine.
- p. Recycled products will include recycled aggregate (RA), Recycled Concrete Aggregates (RCA) in different sizes, recycled manufactured sand, mix of course, medium and fine sand, brick, fine soil, etc.
- q. The concessionaire shall carry out internal electrification, install processing, bi-product manufacturing, tile, concrete brick making unit, etc.
- r. The technology shall be proven and in operation under the similar circumstances within or outside the country.
- s. The concessionaire shall furnish full details of the technology he proposes to adopt and submit designs, drawings & specifications to be used for approval from the Authority before start of the construction of the C&D Waste Processing Facility.
- t. The concessionaire should establish Quality Management Systems, Environmental Management Systems, and Occupational Health & Safety as per ISO. In addition, the Concessionaire shall have Internal Performance Monitoring mechanism for effectiveness in project implementation covering all areas of service delivery including efficient redressal of complaints, and monitoring the performance of workforce etc.



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

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- u. The entire work shall be done on time by the concessionaire using his own financial resources, manpower, vehicles, equipment as may be necessary.
- v. Ensure arrangement for water and power within the site at its own cost.
- w. Ensure adequate power back-up for smooth operation of the machinery and equipment installed.
- x. Access to the Project Site provided by Authority shall have to be maintained by the Agency to have easy movement of vehicles etc.
- y. Shall be responsible for the site security, environment and safety aspects of the Project at all times during the Concession Period.
- z. Ensure that the Project Sites remain free from all encroachments as it was handed over by the Authority.
- aa. The Concessionaire shall also set up a facility for treatment and discharge of process wastewater in accordance of applicable rules and regulations.
- bb. Pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.
- cc. Provide fire protection measures at project Facility and safety equipment and PPE for all workers at the site.
- dd. 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.
- ee. The entire range of products generated/derived/manufactured/produce/recycled from C&D waste shall be the property of the Concessionaire and he shall be free to sell the same in the open market as he deems appropriate.
- ff. The Concessionaire shall be responsible for the sale, marketing & transportation of generated/derived/manufactured/produce/recycled from the project site to the Buyer and disposal site.
- gg. The record of weighment of processed waste and recovered/recycled material sold and disposed-off and also the process rejects shall be maintained after measuring their weight in computerized weighbridge. All recovered materials, recyclables, rejects going out of the site boundary and rejects stored separately have to be weighed and record to be maintained by the Concessionaire.
- hh. The revenue or the income from the sale of the segregated Useful Material, generated/derived/manufactured/produce/recycled 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 laboratory testing of such materials from Government accredited laboratory, for the parameters as per statutory rules, regulations, guidelines and norms and their amendments from time to time, and maintain record of the same.
- ii. Adequate measures to avoid trespassing shall be taken by the Concessionaire.
- jj. 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.
- kk. 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.
- ll. Complete the work within the time period stipulated in the Concession Agreement.
- mm. The Concessionaire shall ensure that Authority 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.

- nn. The frequency and formats for the reports to be submitted shall be finalized in consultation with the Lead Authority/Participating Authority and form part of the O&M Plan and Operations Protocol.
- oo. 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 and recycled (category and type wise) in each month
  - c. Wastewater generation and management reports
  - d. Inert and Product Quality test reports as and when conducted.
  
- pp. The concessionaire shall be responsible for operation and maintenance of Civil infrastructure, plant, machinery, equipment, workshop, storage bins, tipper trucks, loading machinery, tipper trucks, parking facilities, weighbridge, hook loaders during entire Concession Period. The concessionaire should maintain the P&D facility in order to operate the same for the entire concession period.

### **1.2.3 Transfer**

At the end of the concession period, both the moveable and immovable assets of the **C&D Infrastructure** i.e. **C&T Facility** and **P&D Facility** shall be transferred to the Lead Authority (Lead ULB) in suitable operating condition without claiming any compensation of whatever nature.

### **1.3 Awareness / IEC activities**

- a. The concessionaire shall undertake a mass awareness program, in his/her jurisdiction (Cluster/project area), so as to ensuring that C&D waste being generated in his/her concession area is not being littered along the roadside or disposed off at existing MSW dump site(s).
- b. The concessionaire shall carry out awareness and capacity building as well as IEC activities
- c. The concessionaire shall create a sustained system of information, education and communication (IEC) for construction and demolition waste through collaborations with expert institutions and civil societies and also disseminate through their own website
- d. The concessionaire shall devise appropriate measures in consultation with expert institutions for management of C & D waste generated including processing facility and for using the recycle products in the best possible manner.
- e. The concessionaire can keep a track of the generation of construction and demolition waste within the Cluster ULB limits/ Cluster/project area and establish a database and update the Authority on a regular basis in-order to optimize its processing facility
- f. The concessionaire can coordinate with the Lead and Participating Authority to examine the C & D waste management plans of waste generators and approval of building plan so as to work out their logistics for waste collection.
- g. The concessionaire will involve community participation and discuss with the citizen community in order to ensure a free flow of information on waste generated by individuals so as to optimize the collection, transportation and processing facility.

## **APPENDIX IV: - Roles and Responsibilities of Authorities**

### **A. Roles and Responsibilities of CDMA (Department)**

1. To appoint Concessionaire for Construction and Demolition Waste Management Services (CDS) for each cluster. Annexure 1
2. To appoint Project Management Consultant (PMC) to monitor, supervise, and review Concessionaire's progress against the submitted timelines and verify and approve the Concessionaire's monthly/running bills in Consultation with Lead and Participating Authority.
3. Deleted.
4. Assistance in providing approvals from the statutory authorities such as TSPCB.

### **B. Roles and Responsibilities of Additional District Collector (ADC)**

1. Ensure timely approval of the District Level Project Committee formed and headed by the District Collector and certification by the Engineering Wing as nominated by The Dist. Collector for the Allied Infrastructure
2. Ensure payments to the Concessionaire for the allied infrastructure is paid by the lead Authority in timely manner.
3. In case of delay or no payment from Lead Authority or Participating Authority to Concessionaire beyond stipulated period as per Concession agreement, the Concessionaire may put up the copy of the invoice along with supporting documents to Additional District Collector. The Additional District Collector shall ensure the payment within 30 days.
4. Assistance in providing approvals from the statutory authorities such as TSPCB.
5. Assist Lead Authority for land availability for the P&D Facility.
6. To approve or reject in consultation with CDMA on application of Participating Authority for stopping or re-starting C&T services of Concessionaire in the Participating Authority.
7. The Lead Authority shall provide necessary land minimum 1 to 3 acres, to the concessionaire for development of P&D facility. The land provided shall be on a lease rent basis at it is proposed to go with a minimum rate of INR 1 per Acre per annum for Project Concession Period. The Lead Authority shall obtain a Market value Certificate from the Sub-registrar concerned.

### **C. Roles and Responsibilities of Lead Authority**

1. The Lead Authority shall handover land to Concessionaire for the P&D facility at Lead Authority. Provide possession of site as per Concession Agreement. The Concessionaire can use the land for the purpose of this project only till concession period or termination of concession agreement whichever is earlier. The Lead Authority shall provide land as per CPCB siting criteria and norms.
2. The Land Lease Agreement shall be signed at the rate of INR 1 per Acre per annum for Project Concession Period
3. The Lead Authority shall monitor the progress of the entire C&T Facility, P&D Facility during entire Concession Period right from land handover, site surveys, Design, DPR,

Construction, O&M with support of IAA/PMC in consultation with Additional District Collector and CDMA.

4. The Lead Authority shall approve the Implementation Plan submitted by the Concessionaire within a stipulated time.
5. May handover the existing infrastructure at site on as is where is basis to the Concessionaire as per Concession Agreement.
6. The Lead Authority shall support the Concessionaire to obtain all Applicable Permits, approvals and clearances for the project implementation, operation.
7. The Lead Authority shall assist in documentation and approvals, whenever necessary, for the Water and Power connection.
8. The Lead Authority shall validate the data provided by the Concessionaire in monthly progress reports after seeking comments of the IAA;
9. The Lead Authority shall have right over all project assets in case of Termination or expiration of Concession Period, whichever is earlier;
10. The Lead Authority shall allow rejects/inert from P&D Facility maximum up to 10% of the C&D quantity processed at P&D Facility on monthly basis.
11. Provide land for designated Collection Points at ULB as per norms
12. If C&T services rate of Concessionaire is not agreed/acceptable to any Participating Authority then that Participating Authority shall supply their C&D waste at the P&D facility located at Lead Authority

#### **D. Roles and Responsibilities of Participating Authority**

1. Notify C&D generators regarding **User Fees** for Claimed Waste and Penalties for disobeying the Generators responsibilities as per C&D Rules 2016.
2. Provide land for designated Collection Points at ULB as per norms
3. If C&T services rate of Concessionaire is not agreed/acceptable to any Participating Authority then that Participating Authority shall supply their C&D waste at the P&D facility located at Lead Authority

**APPENDIX V: - Cluster Information for C&D Project**

**Cluster name and no. of ULBs**

<b>S.No</b>	<b>Cluster Name</b>	<b>No. of ULBs</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>
C1	Suryapet	10	71	95
C2	Karimnagar	14	60	87
C3	Mahabubnagar	14	31	43
C4	Ramagundam	12	38	52
C5	Nizamabad	8	44	60
C6	Warangal	7	85	110
	<b>Grand Total</b>	<b>65</b>	<b>329</b>	<b>447</b>

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Cluster 1: Suryapet (Lead ULB- Suryapet)</b>									
<b>S.No</b>	<b>Name of the ULB</b>	<b>Name of the District</b>	<b>Area of ULB (in Sq. Kms)</b>	<b>Total Population as per 2011 census</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>	<b>Indicative Distance of Participating ULBs from Lead ULB in Km</b>	<b>Nodal Officer for each ULB</b>	<b>Nodal Officer Contact Number</b>
1	Huzurnagar	Suryapet	41.69	35,850	2.4	3.3	53.3	B.Nagi Reddy	9618455399
2	Kodada	Suryapet	49.83	75,093	6.1	8.5	44.9	Malla Reddy	8374450356
3	Neredcherla	Suryapet	18.24	14,853	0.4	0.6	36.6	Ramireddy	9985021463
4	Suryapet	Suryapet	93	1,29,461	8.8	12.3	0	Sri P.Ramanjula Reddy	9849905912
5	Tirumalagiri	Suryapet	43.69	18,474	0.6	0.8	84.3	K.Umesh Chary	9989059044
6	Chityal	Nalgonda	29.97	14,986	0.5	0.6	61.4	Prabhakar, Grade	9866866145
7	Miryalguda	Nalgonda	28	1,08,781	8.7	12.1	52	Ch.Venkanna	9849905914
8	Nalgonda	Nalgonda	105	1,65,328	11.0	15.5	53.6	B. Sarath Chandra	9849905911
9	Khammam	Khammam	53.51	3,13,508	31.9	40.5	61.4	Anurag Jayanthi	9849905881
10	Maripeda	Mahabubabad	11.29	17,685	0.5	0.7	44.9	Sathyanarayana	9441068694
	<b>Total</b>			<b>8,94,019</b>	<b>71</b>	<b>95</b>			

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Cluster 2: Karimnagar (Lead ULB- Karimnagar)</b>									
<b>S.No</b>	<b>Name of the ULB</b>	<b>Name of the District</b>	<b>Area of ULB (in Sq. Kms)</b>	<b>Total Population as per 2011 census</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>	<b>Indicative Distance of Participating ULBs from Lead ULB in Km</b>	<b>Nodal Officer for each ULB</b>	<b>Nodal Officer Contact Number</b>
1	Cherial	Siddipet	45.08	18,310	0.5	0.7	81.6	Rama Laxmi	9550596662
2	Choppandandi	Karimnagar	26	16,459	0.5	0.7	18.8	S A Nayeem Shah Qadri	9000877600
3	Dubbaka	Siddipet	66.79	27,500	1.0	1.4	81.0	G.Narsaiah	9550226687
4	Husnabad	Siddipet	25	22,082	1.1	1.5	38.3	S.Raja Mallaiah	8008559308
5	Jagitial	Jagitial	29.55	1,05,735	6.0	8.5	48.4	Aruna Sri	8978533900
6	Jammikunta	Karimnagar	24.19	44,182	1.6	2.3	53.6	Anisur Rasheed	8978778080
7	Kothapally	Karimnagar	10.05	11,058	0.3	0.4	75.0	A Srinivas Reddy	9866685746
8	Karimnagar	Karimnagar	65.33	2,93,989	22.0	33.2	0.0	Valluru Kranthi	9849905876
9	Metpally	Jagitial	48.04	54,335	4.1	5.7	80	Jagadeeshwar Goud	9866577636
10	Raikal	Jagitial	13.95	15,308	0.4	0.7	71.0	D Sreenivas	7396087433
11	Siddipet	Siddipet	50.03	1,16,583	11.4	16.7	61.6	P.Srinivas Reddy	9505507241

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Cluster 2: Karimnagar (Lead ULB- Karimnagar)</b>									
<b>S.No</b>	<b>Name of the ULB</b>	<b>Name of the District</b>	<b>Area of ULB (in Sq. Kms)</b>	<b>Total Population as per 2011 census</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>	<b>Indicative Distance of Participating ULBs from Lead ULB in Km</b>	<b>Nodal Officer for each ULB</b>	<b>Nodal Officer Contact Number</b>
12	Sircilla	Rajanna Sircilla	55.47	92,001	6.2	8.6	41.0	V Sammaiah	9849905879
13	Huzurabad	Karimnagar	32.24	46,784	1.9	2.6	47.9	E Jonah	7032651516
14	Vemulawada	Rajanna Sircilla	62.68	46,438	2.7	3.8	33.9	Matta Srinivas Reddy	8008578959
	<b>Total</b>			<b>9,10,764</b>	<b>60</b>	<b>87</b>			

<b>Cluster 3: Mahabubnagar (Lead ULB- Mahabubnagar)</b>									
<b>S.No</b>	<b>Name of the ULB</b>	<b>Name of the District</b>	<b>Area of ULB (in Sq. Kms)</b>	<b>Total Population as per 2011 census</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>	<b>Indicative Distance of Participating ULBs from Lead ULB in Km</b>	<b>Nodal Officer for each ULB</b>	<b>Nodal Officer Contact Number</b>
1	Amarchinta	Wanaparthy	18.92	11,225	0.3	0.5	67	Sri J.K.Mohan	9000101475



**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Cluster 3: Mahabubnagar (Lead ULB- Mahabubnagar)</b>									
<b>S.No</b>	<b>Name of the ULB</b>	<b>Name of the District</b>	<b>Area of ULB (in Sq. Kms)</b>	<b>Total Population as per 2011 census</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>	<b>Indicative Distance of Participating ULBs from Lead ULB in Km</b>	<b>Nodal Officer for each ULB</b>	<b>Nodal Officer Contact Number</b>
2	Atmakur	Wanaparthy	21.24	15,039	0.4	0.6	64	Krishnaiah	8008901028
3	Bhoothpur	Mahabubnagar	30.31	12,917	0.4	0.5	9	Munny	8008901007
4	Kalwakurthy	Nagarkurnool	36.84	30,041	1.7	2.4	70	Sri Md.Jakeer Ahmed	7995209826
5	Kodangal	Vikarabad	36.02	14,294	0.5	0.7	81	Vincant Vinay Kumar	7288894347
6	Kosgi	Narayanpet	36	21,318	0.6	0.8	50	Samuel John Nelapudi	7288894351
7	Kothakota	Wanaparthy	12.3	19,042	0.6	0.7	48	G.Kathalappa	8008901095
8	Mahabubnagar	Mahabubnagar	98.64	2,17,143	14.9	19.8	0	Sri V.Surender	9849905920
9	Makthal	Narayanpet	38.27	22,165	0.7	1.0	76	M.Pavani	7330876839
10	Jadcherla	Mahabubnagar	35.24	52,128	1.0	1.4	20	V. Sunitha	7337351867
11	Nagarkurnool	Nagarkurnool	55.19	36,912	3.0	4.1	53	G.Avinesh	9100972045 9100972047
12	Narayanpet	Narayanpet	18.48	41,752	2.1	3.0	73	G.Srinivasan	9618099288

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Cluster 3: Mahabubnagar (Lead ULB- Mahabubnagar)</b>									
<b>S.No</b>	<b>Name of the ULB</b>	<b>Name of the District</b>	<b>Area of ULB (in Sq. Kms)</b>	<b>Total Population as per 2011 census</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>	<b>Indicative Distance of Participating ULBs from Lead ULB in Km</b>	<b>Nodal Officer for each ULB</b>	<b>Nodal Officer Contact Number</b>
13	Parigi	Vikarabad	20.32	18,241	0.7	1.0	73	Praveen Kumar	9160999007
14	Wanaparthy	Wanaparthy	52.70	70,416	4.5	6.3	62	D.Maheswar Reddy	9849905923 9010258668
	<b>Total</b>			<b>5,82,633</b>	<b>31</b>	<b>43</b>			

<b>Cluster 4: Ramagundam (Lead ULB – Ramagundam)</b>									
<b>S.No</b>	<b>Name of the ULB</b>	<b>Name of the District</b>	<b>Area of ULB (in Sq. Kms)</b>	<b>Total Population as per 2011 census</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>	<b>Indicative Distance of Participating ULBs from Lead ULB in Km</b>	<b>Nodal Officer for each ULB</b>	<b>Nodal Officer Contact Number</b>
1	Bellampally	Mancherial	13.84	55,841	2.4	3	45.2	A Venkatesh	9849905887

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Cluster 4: Ramagundam (Lead ULB – Ramagundam)</b>									
<b>S.No</b>	<b>Name of the ULB</b>	<b>Name of the District</b>	<b>Area of ULB (in Sq. Kms)</b>	<b>Total Population as per 2011 census</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>	<b>Indicative Distance of Participating ULBs from Lead ULB in Km</b>	<b>Nodal Officer for each ULB</b>	<b>Nodal Officer Contact Number</b>
2	Chennur	Mancherial	24.53	23,579	0.7	1	40.3	Ch Ramesh	9121151760
3	Dharmapuri	Jagitial	15.23	15,888	0.5	1	68.2	Sanjeeva Rao	9989930716
4	Kagaznagar	Komaram Bheem	8.31	57,583	2.2	3	84.3	K Srinivas	6300688040
5	Luxettipet	Mancherial	34.17	21,629	0.7	1	49.7	B Thirupathi	9581785143
6	Mancherial	Mancherial	35.92	86,911	10.7	15	21.4	G Swaroopa Rani	9849905886
7	Mandamarri	Mancherial	38.84	52,352	1.8	3	34.1	Gadde Raju	9849971283
8	Manthani	Peddapalli	12.35	15,981	0.6	1	22.8	J Srinivas Reddy	90149 75965
9	Naspur	Mancherial	53.31	73,617	2.4	3	16.8	A Radha Kishan	7396293393
10	Peddapalli	Peddapalli	32	50,762	3.1	4	28.8	Chadala Thiruptathi	9100902361
11	Ramagundam	Peddapalli	139.74	2,29,644	12.9	16	0	Uday Kumar	7893432891 9849905878
12	Sulthanabad	Peddapalli	20.12	19,772	0.6	1	41.4	E Shyam Sunder Rao	9010031899

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

**Cluster 4: Ramagundam (Lead ULB – Ramagundam)**

S.No	Name of the ULB	Name of the District	Area of ULB (in Sq. Kms)	Total Population as per 2011 census	Total Indicative Quantity of C&D Waste in the Cluster for 2020 in TPD	Total Indicative Quantity of C&D Waste in the Cluster for 2030 in TPD	Indicative Distance of Participating ULBs from Lead ULB in Km	Nodal Officer for each ULB	Nodal Officer Contact Number
	<b>Total</b>			<b>7,03,559</b>	<b>38</b>	<b>52</b>			

**Cluster 5: Nizamabad (Lead ULB- Nizamabad)**

S.No	Name of the ULB	Name of the District	Area of ULB (in Sq. Kms)	Total Population as per 2011 census	Total Indicative Quantity of C&D Waste in the Cluster for 2020 in TPD	Total Indicative Quantity of C&D Waste in the Cluster for 2030 in TPD	Indicative Distance of Participating ULBs from Lead ULB in Km	Nodal Officer for each ULB	Nodal Officer Contact Number
1	Armoor	Nizamabad	45.55	67,252	3.5	4.9	32.9	Smt Shailaja	9849904276
2	Banswada	Kamareddy	15.96	29,927	1.1	1.5	53.2	Sri Ramesh Kumar	9063439187 9912844530
3	Bhainsa	Nirmal	35.06	49,764	1.9	2.6	60.3	M. A Khadeer	9849905889
4	Bheemgal	Nizamabad	15.03	15,446	0.4	0.6	55.7	Sri G.Gangadhar	8519850388 9618992696
5	Bodhan	Nizamabad	41.63	82,744	4.0	5.6	26.9	Sri Ramalingam	9951524815 9849905925

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

<b>Cluster 5: Nizamabad (Lead ULB- Nizamabad)</b>									
<b>S.No</b>	<b>Name of the ULB</b>	<b>Name of the District</b>	<b>Area of ULB (in Sq. Kms)</b>	<b>Total Population as per 2011 census</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>	<b>Indicative Distance of Participating ULBs from Lead ULB in Km</b>	<b>Nodal Officer for each ULB</b>	<b>Nodal Officer Contact Number</b>
6	Kamareddy	Kamareddy	16.10	1,04,393	6.8	9.4	57.1	Sri Devender	9849907825
7	Nirmal	Nirmal	22.85	94,944	3.7	5.2	76.1	N Balakrishna	9849905888
8	Nizamabad	Nizamabad	98	3,55,081	22.4	30.7	0	Sri Jithesh V Patel	7331187218
	<b>Total</b>			<b>7,99,551</b>	<b>44</b>	<b>60</b>			

<b>Cluster 6: Warangal (Lead ULB- Warangal)</b>									
<b>S.No</b>	<b>Name of the ULB</b>	<b>Name of the District</b>	<b>Area of ULB (in Sq. Kms)</b>	<b>Total Population as per 2011 census</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2020 in TPD</b>	<b>Total Indicative Quantity of C&amp;D Waste in the Cluster for 2030 in TPD</b>	<b>Indicative Distance of Participating ULBs from Lead ULB in Km</b>	<b>Nodal Officer for each ULB</b>	<b>Nodal Officer Contact Number</b>
1	Bhupalpally	Jayashankar Bhupalpally	42.17	59,458	2.5	3.5	72.6	B Srinivas	8978180029
2	Jangaon	Jangaon	19.10	52,712	2.4	3.3	59.5	S Sammaiah	9703020342

**RFP for Selection of Agency for “Collection, Transportation, Processing and Disposal of Construction & Demolition (C&D) waste for ULB Clusters in Telangana State on Design, Build, Finance, Operate & Transfer (DBFOT) Basis” (Vol-1)**

3	Narsampet	Warangal (Rural)	25.90	37,071	3.2	4.4	35.5	S Vidhyadhar	7680096877
4	Parakala	Warangal (Rural)	28.8	24,448	1.6	2.1	35.5	B Yadagiri	7993361942
5	Thorrur	Mahabubabad	43.45	19,100	0.6	0.8	49.4	Gunde Babu	9959026589
6	Warangal	Warangal (Urban)	407.25	8,19,406	74.0	95.5	0	Pamela Satpathy	9701999678
7	Wardhannapet	Warangal (Rural)	41.43	13,732	0.4	0.6	24.2	G.Ravinder	8919612640
	<b>Total</b>			<b>7,99,551</b>	<b>85</b>	<b>110</b>			

**Important Note:**

1. The above presented values Area of ULB, Total Population, C&D Waste Generation Quantity and Distance of Participating ULBs from Lead ULBs are Indicative in nature and is only for the purpose of Bidding
2. Bidders are expected to conduct adequate due-diligence before submitting their respective bids for the Cluster.
3. New surrounding ULBs may get added in future in any a Cluster, the prevailing “**Tipping Fee for Processing & Disposal (Tipping Fee for P&D)**” of that Cluster shall be applicable to such ULBs, whereas the “**Tipping Fee for Collection & Transportation (Tipping Fee for C&T)**” for such ULBs shall be fixed proportionately comparing the distance of the new ULB from the P&D facility and the average distance of the existing participating ULBs from the P&D facility based on the prevailing Tipping fee for C&T in that FY.