

CONCESSION AGREEMENT

Between

Corporation of Chennai

&

Ramky Enviro Engineers Limited

Collection, Segregation, Transportation and Disposal
of Municipal Solid Waste in the Proposed
New Zones IX, X and XIII

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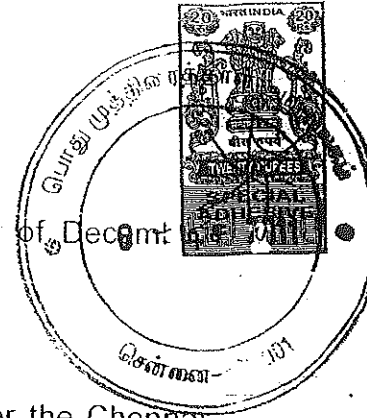
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Signature of the Bidder

AGREEMENT FORM

The Concession Agreement executed on this ____ day of Decemr
Two thousand and Eleven at Chennai



BETWEEN

Corporation of Chennai, a statutory body established under the Chennai City Municipal Corporation Act, 1919 having its principal office at Rippon Building, Chennai and represented by the Commissioner, hereinafter referred to as "CoC" which expression shall unless repugnant to the context include its successors and assigns, OF THE ONE PART,

AND

M/s. Ramky Enviro Engineers Limited, a company incorporated under the provisions of the Indian companies Act, 1956 and having its Registered office at 6-3-1089/G/16, 3rd Floor, Gulmohar Avenue, Rajbhavan Road, Somajiguda, Hyderabad - 500 082 hereinafter referred to as "Concessionaire" which expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

Whereas

the CoC called for Bids for the selection of Private Operator for collection, segregation, transportation and disposal of Municipal Solid Waste in the proposed new Zones IX, X and XIII of Chennai City for CoC on 14.10.2011 and M/s. Ramky Enviro Engineers Limited, submitted their bid for the above work.

Whereas

the bid of M/s Ramky Enviro Engineers Limited, was approved by the Council of the CoC vide its resolution No 345/2011 dated 23.11.2011 and Letter Of Award (LOA) dated 24.11.2011 was issued to them

Whereas

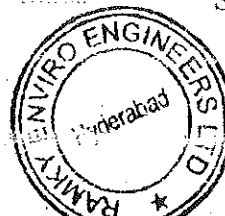
M/s Ramky Enviro Engineers Limited, the Concessionaire herein, executes this agreement for faithful performance of the work of for collection, segregation, transportation and disposal of Municipal Solid Waste in the proposed new Zones IX, X and XIII of Chennai City for CoC and presents to record the terms and conditions of the Concession.

[Signature]

**SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.**

[Signature]

Signature of the Bidder



NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

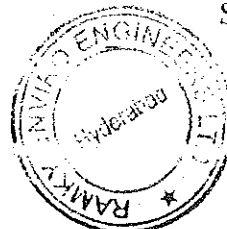
1 DEFINITIONS AND INTERPRETATION

1.1. Definitions

1. **Affected Party:** Affected party shall mean the party claiming to be affected by a Force Majeure event as per with Clause 2.6 of this Concession Agreement.
2. **Agreement:** Agreement shall mean this concession agreement and including schedules hereto. (i) Request for Proposal (RFP) (ii) any amendments, clarifications issued, modifications, issued to the RFP including minutes of pre-bid conference (iii) Bidder's submission to RFP (iv) terms and conditions of Agreement (v) work specifications (vi) offer of the bidder (vii) schedules to the Agreement and (viii) any correspondence exchanged with respect to this RFP and other related documents.
3. **Applicable Law:** Applicable Law shall mean all laws in force and effect, including MSW Rules 2000, as of date hereof and which may be publicized or brought into force and effect hereinafter in India and any amendments or annulments or repeals for them, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/Concessionaire.
4. **Applicable permits:** Applicable permits shall mean all clearances, permits, authorizations, consents and approvals which are required to be obtained or maintained by the Concessionaire under applicable law, in connection with the project during the period of subsistence of this Agreement. The applicable permits are given in the **SCHEDULE A**.
5. **Arbitration Act:** Arbitration Act shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
6. **Authority:** Authority Means any agency, legislative, judicial or executive authority, public or statutory person, whether autonomous or not, of the GoI (Government of India) or GoTN (Government of Tamil Nadu) or any local authority including the Corporation, its division or any other sub-division or instrumentality of GoTN.
7. **Biodegradable substance:** Biodegradable Shall have the meaning as ascribed to it under the MSW Rules 2000, i.e. a substance that can be degraded by micro organisms.

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SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



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8. **Commencement Date:** Commencement Date shall mean the date of signing of this Agreement.
9. **COD:** COD shall mean the Commercial Operations Date of the Project which shall be the date on which the Project Officer has issued the readiness certificate and the Concessionaire commences operation or the date specified by the CoC for starting the operation of the project by the Concessionaire to the decision of the CoC.
10. **Commissioning Period:** Commissioning Period shall mean the period from the Commencement date to the COD.
11. **Community Bins:** Community Bins shall mean covered bins deployed by the Concessionaire, at his own cost, at such points where it can be used by the satellite vehicles for off-loading waste and by citizens for their convenience. These can also be used for residential apartments, large commercial complexes, and institutions etc. for ease of operations and bins made out of GI metal which shall be capable of being emptied by hook lift system by the Compactor Vehicles.
12. **Concession Period:** Concession Period is 7 years (SEVEN YEARS) from the date of start of operation
13. **Concessionaire:** Concessionaire means M/s Ramky Enviro Engineers Limited, a company having its registered office at 6-3-1089/G/16, 3rd Floor, Gulmohar Avenue, Rajbhavan Road, Somajiguda, Hyderabad – 500 082. who have been appointed as "Concessionaire" by Corporation of Chennai for collection, segregation, transportation of MSW in the Concession area, as per the scope of work more-fully described in clause 2.1 of the **Concession Agreement** and includes the Concessionaire's personnel, representatives, successors and permitted assignees.
14. **Consortium:** Consortium shall mean the consortium consisting of not more than 3 companies forming/acting pursuant to the Memorandum of Understanding dated entered into by them, for the purpose of submitting their proposal for carrying out the concession work and includes SPV formed and incorporated by them in India.
15. **Door to Door Collection:** Door to Door Collection shall mean collection of MSW from each of the households, residential areas and residential societies, commercial complexes and institutions as per the MSW Rules.
16. **Dumping Ground:** Dumping Ground shall mean the designated site by CoC for Disposal, i.e. Kodungaiyur in North Chennai and Perungudi in South Chennai.

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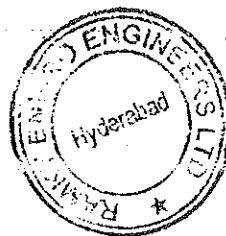
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17. **Disposal:** Disposal shall mean depositing and dumping the MSW in the earmarked or assigned place in the dumping ground and/or delivering the MSW at the plant or project site to be set up by the CoC or any other person authorized by the CoC in the dumping ground situated in Kodungaiyur or Perungudi for processing or handling of the MSW in any manner.
18. **Emergency:** Emergency shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the project or which poses an immediate threat of material damage to any of the project facilities.
19. **Encumbrance:** Encumbrance shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the project, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges.
20. **Financial Closure:** Financial Closure shall mean that point of time when the Concessionaire has secured the financing for the project either through equity or debt and is in possession of financing documents to prove the same, copies of which need to be provided to CoC to prove that the finances are readily available for the project.
21. **Financing Documents:** Financing Documents shall mean collectively the set of documents evidencing the owners' and/or Lenders' commitment to finance the project.
22. **GAP:** Gross Admissible Payment means the total amount payable to the Concessionaire arrived by calculating TPD and with multiplying it with Tipping Fee. It is divided into three parts. Part I is quantitative and it is direct 50% of the GAP value. In Part II there will be deductions if any as per the calculation explained in Clause 9.1.2 of the Concession Agreement. It is for visual aspects of qualitative assessment. Part II comprises 25% of GAP. It will be full 25%. If there is no deduction contemplated as per annexure IV. In Part III, It contains final 25% of the qualitative assessment pertaining to deployment quality aspect. It is dealt with in clause 9.1.3 of the Concession Agreement.
23. **Good Industry Practice:** Good Industry Practice shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations as under this Agreement, which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation,

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 CHENNAI 600 003



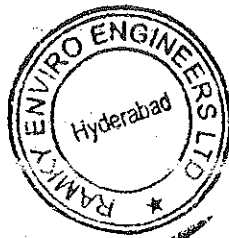
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operation and maintenance or supervision or monitoring thereof, of any of them of a project similar to that of the project.

24. **Government Agency:** Government Agency shall mean Government of India (GoI), Government of Tamil Nadu (GoTN), Corporation of Chennai or any other state government or central government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over the Concessionaire, or the project or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.
25. **Lead Consortium Member(LCM):** The Lead Consortium Member (LCM) shall be that Consortium Member vested with the prime responsibility of developing the Project having the technical experience prescribed for this project. The Lead Member shall necessarily make the minimum equity contribution of 51% in the Project. The LCM is jointly and severally responsible for performance of the contractual obligations of this agreement.
26. **Lenders:** Lenders shall mean the persons who, from time to time, have provided or provide funds, if any, to the Concessionaire for financing any part of the project, together, in each case, with their respective successors and assigns.
27. **Letter of Award:** Letter of Award shall mean the letter issued by CoC to the successful bidder informing the Bidder that their bid has been accepted and which requires the bidder to comply with certain conditions prescribed in the RFP document.
28. **Material Adverse Effect:** Material Adverse Effect shall mean a material adverse effect on
- i) The ability of the Concessionaire to exercise any of its rights to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or
 - ii) The legality/validity, binding nature or enforceability of this Agreement
29. **Material Breach:** Material Breach shall mean a breach by either party of any of its obligations under this Agreement which has or is likely to have a material adverse effect on the project and which such party shall have failed to cure.


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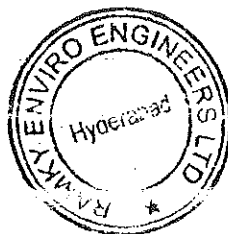
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CHENNAI - 600 003.

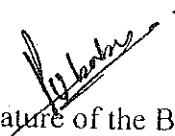


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30. **bilization Period:** It is with PDSAC and ends at Readiness Certificate. It indicates the time given for putting all vehicles, equipments and machinery in place to commence the operation. The date of commencement falls at the end of this period.
31. **MSW Rules:** MSW Rules shall mean the Municipal Solid Waste (Management and Handling) Rules, 2000 and includes any amendments thereto and additions made from-time to time.
32. **MSW:** MSW shall mean Municipal Solid Waste which will have the meaning ascribed to it under the MSW (Management and Handling) Rules, 2000, i.e it includes commercial and residential wastes generated in a municipal or notified areas in either solid or semisolid form excluding industrial hazardous wastes but including treated bio-medical wastes.
33. **Net Admissible Payment:** The final monthly payment of Concessionaire allowable to the Concessionaire as described in clause 9.1.6 of Concession Agreement. It is derived from the GAP(Grass Admissible Payment) after deducting penalty and taxes as stated in clause 9.1.5 of Concession Agreement.
33. **O&M requirements:** O&M requirements Means the requirements as to the operation and maintenance of the Project set forth in Clause 6.2.3.
34. **Parties:** Parties means the parties to the agreement and "party" means one of them, as the context may admit or require.
35. **PDS:** PDS means Project Design Specification. This includes Micro Plan for cleaning the locality and prototype of vehicle, machinery and equipment.
36. **PDSAC:** PDSAC means a certificate given by the Project Officer to the Successful Bidder indicating the start of mobilization period.
37. **Performance Security:** Performance Security means the deposit provided by the Concessionaire as a guarantee for the performance of its obligations and is in accordance with clause 6.1.1 of the Concession Agreement. The Performance Security if furnished by means of Bank Guarantee shall be in form prescribed in the **SCHEDULE C**
38. **Person:** Person means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or government agency or any other legal entity.


 SUPERINTENDING ENGINEER
 SOLID WASTE MANAGEMENT DEPT.
 CORPORATION OF CHENNAI,
 CHENNAI - 600 003.




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- 39 **Preliminary Notice:** Preliminary Notice shall mean the notice of intended termination by the party entitled to terminate this Agreement to the other party setting out, inter alia, the underlying event of default.
- 40 **Primary collection:** Primary collection shall mean:
- a) Collection of segregated MSW at doorsteps where the collection vehicles carry other than Recyclable Waste directly to the Dumping Ground without transferring into bulk haulers.
 - b) Street sweeping means for
 - streets with proper pavement – systematic sweeping with dust collection and
 - streets without proper pavement – searching and sweeping focusing on litter visual aspect;
 - c) Deployment of receptacles / Community Bins and reception of MSW in the receptacles in the broad roads (above 5 metre width)
 - d) Transfer of MSW from generators to receptacles/community bins to vehicles or to transfer stations in the narrow street
 - e) Transfer of MSW from receptacles to Transfer Station landfill site.
- 41 **Project:** Project shall mean design, financing, operation and maintenance of the project facilities for collection, segregation, transportation of MSW in Concession area and Disposal in accordance with the provisions of this Agreement.
- 42 **Project Company:** Project Company means the Concessionaire.
- 43 **Project Officer:** Project Officer shall mean an official of CoC appointed in accordance with the provisions of Article 5.1 of Concession Agreement, for supervision and monitoring of compliance by the Concessionaire with the O&M and commissioning requirements, more particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in the work specifications.
- 44 **Project Facilities:** Project Facilities shall consist of all new project facilities as well as existing project facilities. It shall comprise of such assets and facilities that have been / would be designed/procured/purchased/developed for the proposed project.
- 45 **Readiness Certificate:** Readiness Certificate means the Certificate issued by the Project Officer indicating the start of Date of Commencement of operations.

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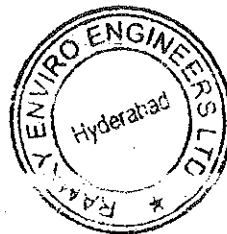


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46. **Recyclable Waste:** Recyclable Waste shall mean that part of MSW that can be transformed into raw materials for producing new products, which may or may not be similar to the original products and includes.
47. **Route:** Route shall mean each street/road that the Concessionaire has mentioned in the micro plan submitted by him for carrying out collection, segregation, transportation and disposal of Municipal Solid Waste as well as street sweeping.
48. **Scheduled Project Completion Date:** Scheduled Project Completion Date shall mean 7 (seven) years from the COD.
49. **Secondary collection:** Secondary collection means transfer of waste other than Recyclable Waste from the transfer station to the designated Dumping Ground.
50. **Segregation:** Segregation shall have the meaning ascribed under the MSW Rules 2000, i.e. to separate the MSW into groups of organic, inorganic, recyclables and hazardous wastes and includes segregation of MSW by the waste collectors engaged by the concessionaire from households while receiving MSW from the house holds.
51. **Service Area:** Service area means the areas covered in the Zones Territorial area covered in proposed new Zones of IX, X and XIII (i.e. Concession Area)
52. **Street sweeping:** Street sweeping shall mean and include collection, removal, transportation and disposal of road dust and transportation of silt deposited during de-silting of storm water drains as per the specific written request by the Project Officer, but shall not include collection, removal, transportation and disposal of debris, construction and demolition debris and mud earth.
53. **Tax:** Tax shall mean and include all taxes, fees, cesses, levies that may be payable by the Concessionaire under the applicable law whether the responsibility to pay or responsibility to ensure the payment lies with the Concessionaire or CoC.
54. **Termination:** Termination shall mean the early termination of this Agreement pursuant to termination notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

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CORPORATION OF CHENNAI
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55. **Termination Date:** Termination Date shall mean the date specified on the termination notice as the date on which the termination occurs.
56. **Tipping Fee:** Tipping Fee shall mean the amount quoted, negotiated further and finally agreed by the CoC for one metric-ton by the Concessionaire and payable by CoC to the Concessionaire in consideration for the Project in accordance with clause 9.1 of the Concession Agreement.
57. **TNPCB:** TNPCB shall mean Tamil Nadu Pollution Control Board.
58. **TPD:** TPD means Tonne Per Day
59. **Transportation:** Transportation shall mean conveyance of municipal solid waste from point of collection and/or transfer station to the Dumping Ground or such designated site, hygienically through specially designed transport system so as to prevent foul odour, littering, unsightly conditions and accessibility to vectors.

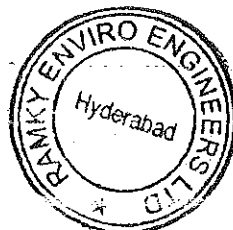
1.2. Interpretations

In this Agreement, unless the context otherwise requires

1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transaction entered into herein under;
2. References to Applicable Laws shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
3. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
4. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
5. The words "include" and "including" are to be construed without limitation;
6. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;

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SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



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7. The schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
8. Any reference at any time to any Agreement, deed, instrument, license or document of any description shall be construed as reference to that Agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
9. Reference to recitals, clause(s), sub-clause(s), or schedule(s) in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, clause(s), sub-clause(s), and schedule(s) of or to this Agreement;
10. Any Agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any other party or by Project Officer shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such party or Project Officer in his behalf and not otherwise;
11. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.
12. On the part of CoC all conscious efforts and due diligence is made to produce RFP and Concession Agreement document. Any ambiguity or contradicting expression felt found between any clause or its content or its meaning, unless clarified specifically, the interpretation of the CoC will be final and binding on the parties.

2. THE CONCESSION

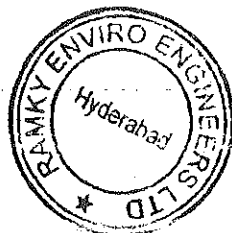
2.1. Project Scope

The Project shall include collection, segregation, transportation of MSW in the Concession area of proposed new zones of Zone IX, Zone X and Zone XIII of CoC to designated disposal site and disposing them in the assigned or earmarked place.

The Bidder, if awarded the contract, shall not without prior written approval of CoC, concede, transfer or sublet the rights and obligations under this contract or any part thereof to the third parties. The Bidder shall still remain responsible in case of CoC's approval to his conceding, transferring or subletting to the third

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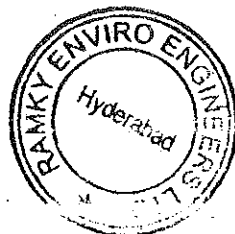
parties fully, individually and jointly with the parties, to whom the work has been conceded, transferred or sublet.

The scope of work includes the following

1. Door to Door Collection of Segregated MSW includes but not limited to collection from residential houses, flats/apartments Group Houses, commercial Complexes, slums/slum tenements, Institutions, places of worship, slaughter houses, markets office complexes and beach service roads and any other area specifically directed by the CoC time to time.
2. Collection of MSW from door steps and segregation of the same while receiving them from source if it is delivered un-segregated.
3. Collection and transportation of segregated bio-degradable and non-biodegradable wastes, without mixing, to Transfer Stations or directly for disposal to designated dumping grounds.
4. Road/Street sweeping through brooms and brushes and collection, removal, transportation and disposal of road dust and transportation of silt deposited during de-silting of storm water drains as per the specific written request by the Project Officer, but shall not include collection, removal, transportation and disposal of debris, construction and demolition debris and mud earth.
5. Removal of waste from the area prior and/or after, in an emergency situation of the CoC such as any public meeting, Government functions, any place affected by natural calamity and any festival occasions etc., in the concession area, on instructions from Project Officer or any other person authorized by him in this behalf, with in six hours on receipt of instructions.
6. Removal of dead animals and cow dung.
7. Collection, Transportation of the silt deposited during de-silting of Storm Water Drains on specific request from the Project Officer and disposing it at the designated dumping ground.
8. Performance of services in the proposed zones conforming to the provisions of Municipal Solid Waste (Management and Handling) Rules 2000 as amended from time to time.
9. Providing manpower, machineries, tools, equipments, implements, vehicles, bins etc and collection, segregation, and transportation to conform to the specifications provided in work specifications of the Concession Agreement, for different road widths and standards to enable

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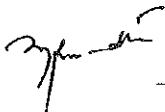
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collection, segregation, transportation and disposal of MSW from the entire concession area.

10. Providing required number of vehicles with operator/drivers for collection, segregation and transportation of MSW such as small compactors, medium capacity compactors, large compactors and skip loading vehicles etc as per the Micro Plan furnished by the Concessionaire and approved by the CoC. However, using only covered vehicles, tipper vehicles, closed bins, and transportation of MSW in covered body-tippers/compactors including for loading and unloading of MSW. All the vehicles used for the performance work shall be owned by the Concessionaire and hired vehicles shall not be used without the permission of the CoC.
11. Providing for other facilities specifically stated in the concession agreement including manpower for monitoring and grievance redressal, bin washing service and facilities for labour like uniforms and safety Equipments like shoes, nose masks, gloves etc.
12. Disposal of MSW other than Recyclable Waste at the designated dumping ground or at the project facility to be set up by the CoC or any other person for the CoC and disposing the recyclable waste as per his own choice in a manner most advantageous to him but at the same time in a permissible manner without affecting the health of public or safety or environment and to take out the proceeds of the disposal of recyclable wastes for themselves.
13. Abstaining from removing debris, construction and demolition wastes and mud earth from the concession area.
14. Taking possession and operation and maintenance of the Transfer Stations owned by CoC in the concession areas which are handed over to the Concessionaire without having any right of ownership or leasehold right or any other right to the Concessionaire, in a scientific manner without causing any environmental hazard, and removing the garbage without any accumulation and carrying out secondary segregation of MSW and separating the recyclable waste and disposing them at their choice and to take out the proceeds of the disposal of recyclable wastes, without disposing them in the dumping ground designated.



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2.2. Commencement Date

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

2.3. Grant of concession

Subject to and in accordance with the terms and conditions and covenants set forth in this Agreement, CoC hereby grants and authorizes the Concessionaire to

(i) undertake primary collection of waste including house-to-house collection and segregation of MSW at source

(ii) undertake secondary collection of waste from bins/containers placed in societies/apartments/streets and other community collection points

(iii) road sweeping including collection, removal, transportation and disposal of road dust.

(iv) transportation of silt deposited during de-silting of Storm Water Drains as per the specific instruction by the Project Officer

(v) investigate, study, design, procure, finance, operate and maintain the project facilities and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement.

2.4. Acceptance of concession

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

2.5. Start of Operations

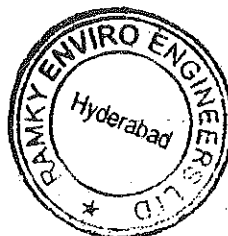
The Concessionaire shall commence the operation in the entire Project area within 30 days from the date of issue of Letter of Award, subject to the satisfaction or waiver of the Conditions Precedent contained in this Agreement.

2.6. Concession period

The concession hereby granted is for a period of seven (7) years commencing from the COD and ending on the Expiry date during which the Concessionaire is authorized to design, procure, operate and maintain the project facilities in the Concession area in accordance with the provisions hereof. Provided that in the event of termination, the concession period shall mean and be limited to the period commencing from the COD and ending with the termination date.

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Provided that, in the event of extension of Concession Period it will mean the date of expiry of extended period.

2.7. Extension of Concession Period

The Concession Period may be extended for a further period Rules made prevailing at that time. The CoC shall have the right to extend the Concession Period su-moto and the Concessionaire shall be obliged to continue to perform their duties and discharges their obligations as per this Agreement to the entire extended period of concession. In such cases, the rate shall be paid based on the rate as agreed for the seventh year of operation by the concessionaire.

If the Concession Period is extended for more than six months, CoC shall pay to the Concessionaire escalation in the Tipping Fee at the rate agreed, for the period exceeding six months.

2.8. Exclusivity of the Concession

The Concessionaire shall be the sole and exclusive person entitled to undertake the Project in the Concession Area and CoC agrees that no agreement or arrangement permitting such activities by any other party shall be entered into by CoC during the Concession Period.

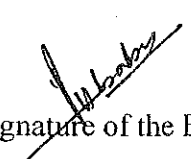
Provided that, in the event of strike, lock out, or any other happenings where the Concessionaire could not perform their obligations or discharge their duties either fully, or in part, if in the opinion of the Commissioner, CoC, the taking over of the concession work, in any part of the concession area is essential in order to prevent any threat to environment or to maintain safety of the public or to maintain the cleanliness of the city or avoid public criticism, for such period, he may order taking over of any area in the concession area, from the Concessionaire, with 24 hours intimation notice, through FAX or e'mail or by any other mode of communication. In such case the Concessionaire is not entitled for any payment for the works performed by CoC.

Provided that, Concessionaire shall take over the above areas again when it is returned to them by the CoC with ONE WEEK notice.

Provided further that, the CoC may take over the areas from the Concessionaire without prejudice to proceed against the Concessionaire for the default of the Concessionaire in performing the concession work as per the provisions of the Concession Agreement.



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3. Conditions precedent

3.1. Responsibilities of the Concessionaire

The Concessionaire shall fulfill the following conditions precedent within 15 days from the Commencement Date:

a) The Concessionaire shall have executed a Performance Security (Security Deposit) in the form of irrevocable Bank Guarantee from a Nationalized Bank for a sum of Indian Rupees 3 crore (Rupees Three Crores) obtained from the Bank situated in Chennai within Chennai Corporation territorial jurisdiction which shall be in force till the conclusion of concession period or such extended concession period. If it is not done, then the contract period agreement will be terminated.

b) The Concessionaire shall have achieved financial closure for the project and established the necessary financial evidence prior to the execution of the Concession Agreement.

c) The Concessionaire shall also have received the applicable permits (which are further detailed in Schedule A) and other clearances, permits, approvals etc from concerned authorities under relevant laws applicable.

d) The Concessionaire shall have acquired the Readiness Certificate as stated in Clause 6.2.2 of this agreement.

e) The Concessionaire shall prepare and submit the PDS which comprises Micro Plan to CoC. The micro plan should be in conformance with the O&M requirements as mentioned in the work specifications and scope of work and shall be an improvement to the Technical proposal and IPA but shall not deviate from the contents of the Technical proposal or not in derogation of them except to the extent agreed by CoC in writing. The Format for preparation of Micro Plan is given in **Schedule D**

Provided that the CoC shall have the right to make such changes or improvements in the Micro Plan submitted by the Concessionaire.

3.2. Responsibilities of CoC

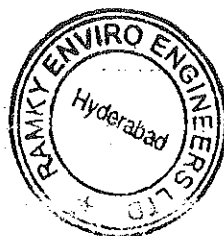
CoC shall fulfill the following conditions precedent within 15 days from the Commencement Date:

a) CoC shall provide support to the Concessionaire in obtaining timely approvals, permissions and authorizations for performance of obligations for the project and issue such no objection letters wherever necessary and confirmation letter about the concession awarded etc.

b) CoC shall handover the existing transfer stations and vehicle workshops in the area to the Concessionaire on the COD. The available infrastructure at the transfer station as well as vehicle workshops shall be provided on an "as-is-where-is basis" condition for use during the Concession period and for such extended

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concession period if any for the purpose of the Project free of any charges.

3.3. Cost of satisfying the conditions precedent

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

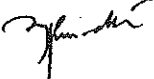
3.4. Non- fulfillment of the Conditions Precedent

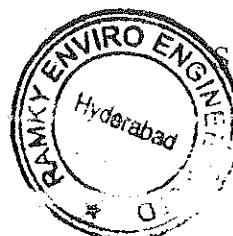
- a) In case of non-fulfillment of the Conditions Precedent attributable to reasons beyond the control of the Concessionaire or CoC, the period for satisfaction of Conditions Precedent may be extended by mutual consent of the Concessionaire or CoC or waived or COD may be allowed to start by either party,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

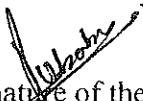
4. Handover of existing Project Facilities

4.1. Handover of existing Project Facilities

- a) The CoC shall handover the project facilities like Transfer Stations and Vehicles operation depots on the ending day of contract with the previous concessionaire, to the Concessionaire in respect of the concession area, in as is where is condition for use of


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Concessionaire during the Concession period for the purpose of the Project free of any charges.

- b) Upon the Concessionaire being granted access to the existing Project Facilities, the Concessionaire shall have the right to enter upon and renovate or modify the same at their costs and carry out such investigation, development and improvements in the existing Project Facilities and arrange for procuring and providing the new Project Facilities, as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.

4.2. Rights, Title and Use of Project Facilities

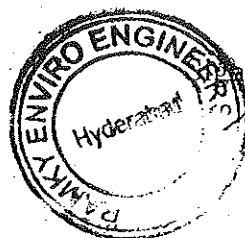
- a) The Concessionaire shall have the right to the use of Project Facilities in accordance with the provisions of this Agreement and for this purpose; they may regulate the entry into or use of the same by third parties.
- b) The Concessionaire shall not part with or create any encumbrance on the whole or any part of the Project Facilities except as set forth and permitted under this Agreement. The right conferred to the Concessionaire is only a permission to use the project facilities and they will not have any lease hold right.
- c) The Concessionaire shall not, without the prior written approval of CoC, use the Project Facilities for any purpose other than for the purpose of Project and purposes incidental or ancillary thereto. Provided t of any physical damage to the Project Facilities on account thereof, ensure and indemnify the CoC that the Project Facilities are promptly restored at the cost and expenses of the Concessionaire.

4.3. Peaceful Possession

CoC hereby warrants that:

- a) The transfer station and dumping ground
- i) have been acquired through the due process of law;
- ii) belongs to or has been leased to or is vested in CoC and that CoC has full powers to hold, dispose off and deal with the same in consistent, interalia, with the provisions of this agreement and that the Concessionaire shall have no liability regarding any compensation payment on account of land acquisition or rehabilitation/ resettlement of any persons affected thereby.

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- b) The Concessionaire shall, subject to complying with the terms and conditions of this agreement, remain in peaceful possession and enjoyment of the existing Project Facilities during the operations period. In the event the Concessionaire is obstructed by any person claiming any right, title or interest in or over the Existing Project Facilities or any part thereof or in the event of any enforcement action including any attachment, appointment of receiver or liquidator being initiated by any person claiming to have any interest in/ charge on the existing project facilities or any part thereof, CoC shall if called upon by the Concessionaire, defend such claims and proceeding and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such claim of right, title, interest or charge. Provided further, that to the extent such access and use allowed by the Concessionaire affects the performance of any of their obligations hereunder, the Concessionaire shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.

Provided that, the permission to use the project facilities, shall be exercised without any environmental threat to persons living nearby and it shall be ensured that no damage or loss or annoyance is caused to any one by the mode of operation or use of the project facilities. The project facilities shall be returned to the CoC on completion of concession period or on the termination of contract by either party in good operable condition without any charge or encumbrance.

5. Project Officer

5.1. Project Officer

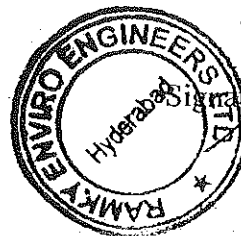
CoC shall form a dedicated team of CoC officials comprising respective Executive Engineers of the zones for the Concession area who will be headed by Zonal Officer of the respective zones who are competent to act as Project Officer.

5.2. Scope of work of the Project Officer

a) Role of the Project Officer

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

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1. Independently review, monitor and where required by the Agreement, approve activities associated with the commissioning, operation and maintenance of the project facilities to ensure compliance by the Concessionaire with the commissioning and O & M requirements;
2. Report to the parties on various physical, technical and financial aspects of the project based on inspections;
3. Assist the parties in arriving at an amicable settlement of disputes, should the need arise; Examine the PDS issue, PDSAC issue Readiness Certificate and grace periods I and II.
4. Review matters relating to safety and environment management measures adopted by the Concessionaire for the project.

b) Scope of services

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

Commissioning period

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

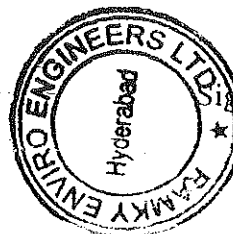
- a) Ensure that the commissioning procedure is followed in accordance with the provisions of this Agreement
- b) Issue readiness certificate if he is satisfied about the fulfillment of the commissioning requirements.
- c) Designate tests on equipment and machinery;

Operations Period

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

- a) Provide administration of the contract in full and in complete accordance with applicable laws;
- b) Conduct a general inspection of the Project Facilities at least twice in a month and as and when exigencies require, to ascertain conformity to the O&M requirements;

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- c) Inspect and certify the quality of MSW offloaded by the Concessionaire, when required
- d) Address issues relating to Concessionaire disputes;
- e) The Project Officer shall, in the ordinary course, maintain a record of the activities undertaken by him in discharge of his functions and responsibilities.

This would include records in respect of the following:

- i) Manpower deployed and other organizational arrangements of the Concessionaire;
 - ii) Reviews of documents submitted by the Concessionaire to meet the commissioning requirements such as plans, order copies, schedules, and reports;
 - iii) Inspections undertaken and notices/instructions issued to the Concessionaire;
 - iv) Review of compliance with the commissioning requirements;
 - v) Concession payments;
 - vi) Force majeure events;
 - vii) Breaches and defaults by the parties.
- f) The Project Officer would be required to submit the following reports to the Concessionaire and CoC during the commissioning period:

6. Concessionaries Obligation

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

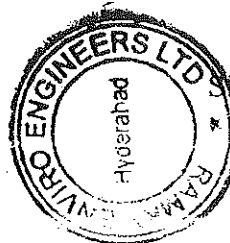
6.1. Financial Obligations

6.1.1 Performance Security

- a) The Concessionaire shall, for due and punctual performance of its obligations hereunder relating to the project, deliver to CoC, simultaneously, within 15 days (Fifteen days), with the execution of this Agreement, a bank guarantee from a nationalised bank acceptable to CoC, for a sum of Rs.3 crores (Rupees three crores only). The Performance Security shall be kept valid for the Concession Period or any such extended Concession Period. The

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- bank guarantee should be in the format as provided in **Schedule C**.
- b) Provided that if the Agreement is terminated due to any event other than an event of default of Concessionaire, the Performance Security if subsisting as of the termination date shall, subject to CoC's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.
 - c) The Concessionaire shall keep the Performance Security renewed at all times at a level as specified in sub clause (a) above. Such replenishment may be required if the CoC has deducted from the Performance Security owing to a default/reimbursement of expenses which was initially borne by CoC and the replenishment shall have to be done by the Concessionaire within 5 working days of the deduction made by CoC from the Performance security. Failure to do so on part of the Concessionaire shall result in an event of default by the Concessionaire.

6.1.2 Financial Closure


- a) The Concessionaire shall at their own cost, expense and risk make such financing arrangements as would be necessary to implement the project and to meet all of their obligations under this Agreement in a timely manner.
- b) The Concessionaire shall provide documents establishing achievement of Financial Closure for the project within 15 days of the Commencement Date. Failure to do so shall constitute an event of default of Concessionaire.
- c) The Concessionaire shall within 7 days of achievement of such Financial Closure, submit to CoC financing documents evidencing the achievement of the same and the availability of finances for the project.

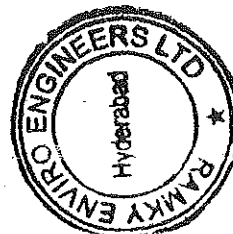
6.2. Operational Obligations

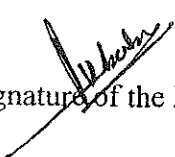
6.2.1 Collection, segregation, transportation and disposal of MSW

The Concessionaire shall during the Operations Period in accordance with the O&M requirements:

- a) Collect MSW from Persons generating such waste in the Concession Area


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- b) Segregate collected MSW into bio-degradable substances, non-bio-degradable substances and recyclable substances
- c) Transport and dispose the MSW collected and segregated at the specified Dumping Ground
- d) Sweep roads and collection, removal, transportation and disposal of waste arising from road sweeping including road dust
- e) Transport and dispose the silt deposited during de-silting of Storm Water Drains as may be directed by the Project Officer.
- f) Perform the entire work in accordance with the scope of the work.

6.2.2 Project Implementation: Mobilization and Commissioning

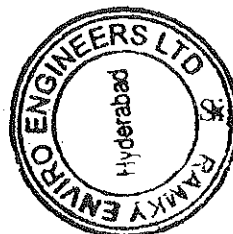
- a) The Concessionaire shall adhere to the procurement and commissioning specifications as laid down in the work specifications.

Approval of PDS by Project Officer:

- b) The Concessionaire shall within 7 days of the signing of the Concession Agreement make available PDS comprising the micro plan for approval by CoC. CoC shall approve the PDS prior to the issue of PDSAC by the Project Officer or may ask for improvements if it feels that the level of details required are insufficient or not in conformity with the standards specified or norms recommended in the Manual on Municipal Solid Waste Management published by the GOI or not to scientific standards. The Concessionaire shall time to time submit project implementation report as specified in **Schedule B** to the Project Officer.
 - i) Within 7 days of acceptance of such PDS comprising prototypes, where prototype inspection is asked for by CoC, or within 7 days of the Signing of Agreement, when there is no prototype testing, the Concessionaire shall place orders for the entire machinery, equipment and vehicles and provide details of the same to CoC, and the Project Officer in accordance with the work specifications.
 - ii) In case the prototypes are not acceptable to the Project Officer, he shall notify the Concessionaire in writing, stating clearly the reasons for non-acceptance. The Concessionaire shall then be obligated to make available for inspection/testing, prototypes which adhere to the specifications mentioned in the work specifications within a period of grace period 1 of 7 days.

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- d) Within 7 days of signing of this Agreement, the Concessionaire shall ensure the receipt of the entire order for machinery, equipment, vehicles in accordance with the details provided in the order documents submitted to CoC, and in any case in conformity with the specifications laid down in this Agreement. The Concessionaire shall carry out all the necessary and periodical Tests under the supervision of the Project Officer, for the purposes of determining that the new project facilities and construction works are being undertaken as per the work specifications. If the tests are successful and the project facilities can be safely and reliably opened for operation, the Project Officer shall issue Readiness Certificate within 7 days (Seven Days). If not satisfied by the Micro Plan and Prototype of the machinery, equipment and vehicle plans the Project Officer may give a grace period of 7 days. After that period there are two possible outcome as shown below:

- (i) Successful Bidder meeting the Project Design Specification (PDS). In this case PDSAC will be issued.
- (ii) Successful Bidder not meeting the PDS in this Termination Proceedings may be started.

After PDS Approval Certificate 45 days of mobilization time will be given.

After the end of mobilization period the COD (Commercial Operation Date) starts with the issue of Readiness Certificate.

Even after 45 days if mobilization spills over, 7 days grace period II will be given, to facilitate mobilization without penalizing the selected bidder. Then Rs. 50,000/- (Rupees Fifty Thousand Only) per day fine will be imposed if COD is not achieved, after the end of grace period II. This penalty mobilization time is for only 15 days.

After the penalty time there are two possible outcome as show below:

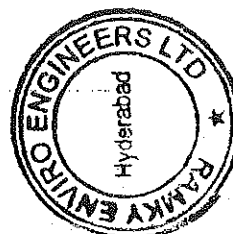
- (i) If COD is achieved with Readiness Certificate then project is run by successful bidder.
- (ii) If COD not achieved and the selected bidder failed to get the Readiness Certificate then termination proceedings starts.

To summarize the process of mobilization and commissioning the following schedule is drawn.

| S.No | Event | Maximum permissible Timeline |
|------|--|------------------------------|
| 1 | Issue of Letter of Award | After Price Bid Day (Say X) |
| 2 | Return of Duplicate copy of LoA duly accepted by the selected bidder | X + 7 days |
| 3 | Performance Security payment | X + 15 days |

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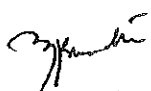


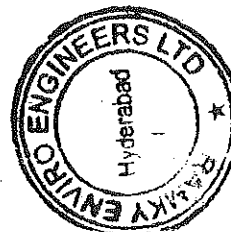
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Signature of the Bidder

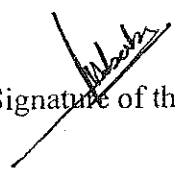
| | | |
|----|-----------------------------------|---|
| 4 | Execution of Concession Agreement | X + 15 days (Say Y) |
| 5 | PDS Submission | Y +7 days |
| 6 | Grace Time 1 | 7 days |
| 7 | PDSAC | Y + 14 days |
| 8 | Mobilization Time | 45 days |
| 9 | Grace Time II | 7 days |
| 10 | Readiness Certificate | Y + 14 + 45 + 7 days |
| 11 | Commercial Operation Date | After mobilization period ends the Concessionaire has to start the Commissioning of the projects. |

6.2.3 Project implementation: Operation & Maintenance

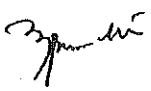
- a) The Concessionaire shall provide such number of vehicles and manpower, as specified by him in his technical proposal as a part of the Request for Proposal submission, and adhering to the guidelines set in the work specifications and to the various stipulations, regulations, standards, specifications and laws specified herein and/or otherwise in place and amended thereto from time to time to ensure effective and efficient collection, segregation, transportation and disposal of MSW in accordance with the provisions of this Agreement.
- b) The Concessionaire shall operate and maintain the project facilities in accordance with the O&M requirements.
- c) The Concessionaire may undertake operations and maintenance of the project facilities, limited to Vehicles, bins, equipments excluding transportation of MSW from Transfer Station to designated disposal sites by itself or through a sub-contractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Concessionaire shall remain solely responsible to meet the O&M requirements
- d) The Concessionaire shall, during the operations period
 - i) Have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise and monitor the project implementation, to deal with the Project Officer / CoC and to be responsible for all necessary exchange of information required pursuant to this Agreement.
 - ii) All Tests shall be conducted to ascertain compliance by the Concessionaire with the Micro Plan and the O&M requirements

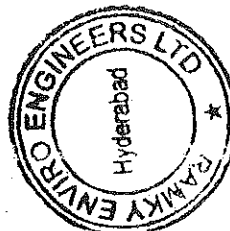

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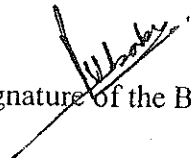



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- iii. Suspend forthwith the whole or part of the operations upon receiving a written notice from the Project Officer who may require the Concessionaire to suspend the activities in whole or part if in the reasonable opinion of the Project Officer; the operations are being carried on in a manner that is not in conformity with the O&M requirements.
- e) In the event that the Concessionaire has failed to operate and maintain the project facilities in accordance with the O&M requirements, and such failure has not been remedied despite a notice to that effect issued by the Project Officer or CoC ("Notice to remedy"), CoC may, without prejudice to any of its other rights/remedies under this Agreement, be entitled to cause the repair and maintenance of the project facilities at the risk and cost of the Concessionaire. The Concessionaire shall reimburse 125 % of the costs incurred by CoC on account of such repair and maintenance within seven working days of receipt of CoC claim thereof. Failure to do so shall entitle CoC to recover such costs from any dues payable by CoC to the Concessionaire or from the performance guarantee given by the Concessionaire.
- f) The Concessionaire shall be deemed to be in material breach of O&M requirements if the Project Officer acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire:
- 1) There has been a failure/undue delay in carrying out a scheduled/planned collection and/or segregation and/or transportation and/or street sweeping or the scheduled/planned collection and/or segregation and/or transportation and/or street sweeping has not been carried out in accordance with the route specifications and time schedules established for the purpose and as specified in the micro plan submitted by the Concessionaire.
 - 2) There has been a failure/undue delay in carrying out a scheduled/planned maintenance or the scheduled/planned maintenance has not been carried out in accordance with the O&M requirements.
 - 3) The maintenance of the project facilities or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M requirements.
 - 4) There has been a serious and persistent letup in adhering to the O&M requirements and thereby the project facilities or any part thereof is not safe for operations.
 - 5) There has been a persistent breach of O&M requirements. For avoidance of doubt, persistent breach shall mean:


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- i) Any breach of O&M requirements by the Concessionaire which has not been remedied by the Concessionaire, as required under the provisions of this Agreement despite a notice to remedy in respect thereof issued by the Project Officer / CoC, and/or
- ii) Recurrence of a breach by the Concessionaire, during the pendency of notice to remedy by the Project Officer / CoC requiring the Concessionaire to remedy a breach, and/or
- iii) Repeated occurrence of a breach notwithstanding that earlier breaches have been remedied pursuant to notice to remedy or otherwise. Upon occurrence of a material breach of O&M requirements, CoC shall, without prejudice to and notwithstanding any other consequences provided thereof under this Agreement, depending upon the nature of obligation in respect of which a material breach has occurred, be entitled to either levy a penalty and thereafter terminate this agreement if the breach is serious in nature,

6.2.4 Micro Plan

It is a salient part of Project Design Specification(PDS).

The Concessionaire shall submit within 7 days from the signing of Agreement to the Project Officer and CoC a plan ("Micro Plan") in conformity with the work specifications. The micro plan shall provide the following details to add to the techno-business proposal submitted by the Concessionaire.

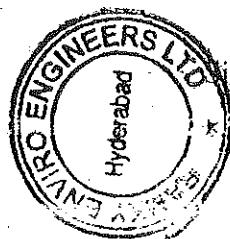
a) Work Plan – Routes and Frequencies

The bidder shall provide details of the various routes that he shall adopt to cover the specified service area. He shall depict these distinctly on a map of the area. He shall also specify the frequencies and the time proposed for each frequency and for each route. Transfer stations, if any proposed need to specified in the map as well.

b) Resource Utilization Statement

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

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- c) Within 7 days of receipt of the Micro Plan, the Project Officer shall review the same taking into account, *inter-alia*, comments of CoC, if any, thereon, and convey its comments/ observations to the Concessionaire on the Micro Plan, including the need, if any, to modify the same. If the comments/ observations of the Project Officer require the Micro Plan to be modified, the Concessionaire shall suitably modify the Micro Plan and resubmit to Project Officer for further review. The Project Officer shall give its observations and comments, if any, within 7 days of receipt of such revised Micro Plan, which shall be taken into account by the Concessionaire while finalizing the Micro Plan.
- d) If, within the period stipulated in the preceding sub clause (c), the Project Officer does not respond to the Micro Plan submitted by the Concessionaire, the Concessionaire shall be entitled to proceed with the project on the basis of such Micro Plan submitted by it to the Project Officer.
- e) Notwithstanding any review or failure to review by the Concessionaire, the comments/ observations of the Project Officer or CoC, the Concessionaire shall be solely responsible for the adequacy of the Micro Plan and the conformity thereof with the Operation and Management Requirements and shall not be relieved or absolved in any matter whatsoever of any of its obligations hereunder.

6.2.5 Applicable Permits

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

6.2.6 Expiry of the Concession

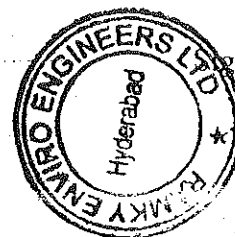
Upon expiry of the concession period or such extended concession, the Concessionaire shall hand over the Project Facilities to CoC for no consideration, all of its assets and improvements (but not vehicles or movable properties) located on or in transfer station or vehicle workshop, land and building in good and operable condition without any charge of encumbrance

6.2.7 Insurance

The Concessionaire shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, during the concession period all insurances in respect of the project facilities in accordance with the Good Industry Practice.

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The Concessionaire shall maintain a register of entry in order of premiums paid towards the project facilities and proof of payments made shall be submitted to CoC whenever requested for. Such insurance shall be required for, but not limited to vehicles and bins for the manpower employed by them in the project facilities as well for implementation of the project.

6.2.8 Application of insurance proceeds

Subject to the provisions of the financing documents and unless otherwise provided herein, the proceeds of all insurance policies shall be promptly applied by the Concessionaire towards repair, renovation, restoration or reinstatement of the project facilities or any part thereof which may have been damaged or destroyed. The Concessionaire shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the project facilities, after such repair, renovation, restoration or re-instatement, be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear exempted.

6.2.9 Un-insurable risks

The Concessionaire shall not be deemed to be in breach of its obligations regarding insurance under this Agreement, if insurance is not made for the un-insurable risks.

6.2.10 Environmental compliance

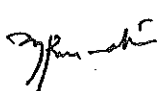
The Concessionaire shall, at all times, ensure that all aspects of the project facilities and processes employed in the operation and maintenance thereof shall conform with the laws pertaining to the environment, health, safety aspects including rules such as but not limited to MSW Rules, policies and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

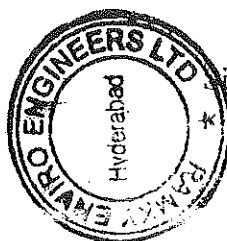
6.2.11 Land Use

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

6.2.12 Maintenance of Records

The Concessionaire shall maintain records of the quantum (measured in tonnes) of bio-degradable substance and non-biodegradable substance deposited at the dumping grounds, duly counter-signed by the Project Officer and CoC in the format of report set out in SCHEDULE B:


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6.2.13 Sale/ Distribution of recyclable Substances

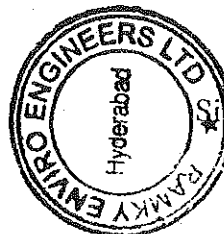
The Concessionaire shall be free to sell or otherwise dispose of recyclable substances from Municipal Solid Waste at such price and to such persons and using such marketing and selling arrangements and strategies as it may deem appropriate and take out the proceeds to themselves. But shall not reach the dumping ground and disposed in a manner affecting the environment.

6.2.14 Weighment, acceptance and rejection of MSW

- a) The Concessionaire shall get the MSW segregated other than Recyclable Wastes weighed at the weigh bridge so located at transfer station. CoC shall have the right to inspect and monitor the same. Operational records of daily weighment of MSW shall be maintained by Concessionaire. In case where the MSW is directly brought to the designated Dumping Ground, the MSW shall be weighed either at any of the Weigh Bridges installed by any private agency which has been approved and stamped by the competent authorities.
- b) The Concessionaire shall get the MSW segregated other than Recyclable Waste weighed at the weigh bridge located at the Dumping Ground. The authority and responsibility of such weighment lies with CoC. Operational records of daily weighment of MSW shall be maintained by CoC.
- c) If the weighing facility maintained by CoC at the Dumping Ground fails, then the weighment made by the Concessionaire at the transfer stations handed over to them by CoC and maintained by the Concessionaire shall be accepted for payment purpose.
- d) However, if the weighing facilities at the transfer station as well as the Dumping Ground fail, then the weighment made at a private weighbridge shall be considered for the purpose of making payment to the Concessionaire. The credentials of such weighment need to be established by the Concessionaire to the Project Officer.
- e) In case if there is difficulty in permitting / disposing the MSW in the designated dumping ground, or where a situation has arisen that the MSW could not be disposed at the designated dumping ground, the CoC shall designate any other dumping ground or place to Concessionaire for the disposal of MSW. In such case, if there is no weighing facility for weighing the MSW, the weight taken at any of

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the Transfer Station or private weigh bridge shall be accepted by the CoC for the purpose of making payment to the Concessionaire.

- f) If the non- acceptance is due to the reason that the Concessionaire has failed to provide the MSW in a segregated fashion, as verified by the Project Officer as per agreement, then the Concessionaire shall be allowed to off load the MSW at such place that may be designated by the dumping ground authorities for this purpose, provided notice of such non acceptance is first intimated to CoC/Project Officer. The MSW so disposed at such place will be allowed further for disposal if the Concessionaire chooses to segregate the waste at their cost and the weight of MSW disposed at the dumping ground after segregation will be taken up for payment purposes.
- g) The Concessionaire hereby undertakes to accept all MSW supplied by the residents/commercial establishments/ non-commercial establishments/ government bodies or agencies.
- h) In case the MSW collected from residents/commercial establishments/non-commercial establishments/government bodies or agencies contains hazardous waste and/or untreated bio-medical waste, the Concessionaire upon becoming aware of the same shall decline to accept such MSW and inform the project officer/CoC immediately.
- i) In case the Community Bins contain hazardous waste, CoC on becoming aware shall inform the Project Officer at the earliest, to enable to undertake any investigation required. Also, the Concessionaire shall refuse the collection of such hazardous waste from the community bins.
- j) The Concessionaire shall endeavour to deliver the waste at the Dumping Ground from 7.00 a.m. to 7.00 p.m. However, the CoC may at its discretion permit the Concessionaire to dispose the MSW at the dumping ground if in the opinion of CoC, the maintenance of public health warrants it.

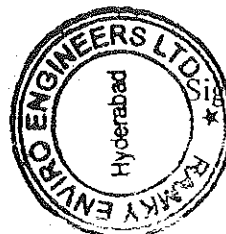
6.3. General obligations

The Concessionaire shall at its own cost and expense:

- a) Investigate, study, operate and maintain the project facilities

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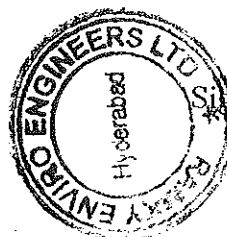
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- b) Obtain all applicable permits as required by or under the applicable law and be in compliance thereof at all the times during the concession period;
- c) Shall indemnify CoC in respect of any claims made against it (CoC) in relation to the use of licences, permits, and/or any intellectual and for any of their action or inaction to perform or to do or not to do any action.
- d) Procure and maintain in full force and effect, as necessary appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes, technologies and systems used in or incorporated into the project.
- e) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws including Contract Labour (Regulation & Abolition) Act, 1976, but not limited to and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the project and hereby indemnifies CoC against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose CoC shall be treated as employer in this regard.
- f) Be responsible for all the health, security, environment and safety aspects of the project at all times during the concession period or such extended concession period.
- g) Upon receipt of a request thereof, afford access to the project facilities to the authorised representatives of CoC for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- h) Pay all taxes, duties, outgoings, including utility charges including Electricity Consumption Charges, Water and drainage charges but not limited to, relating to the project facilities.
- i) Carry out awareness campaign by contracting with reputed non-government organizations (NGO's to educate and train persons generating MSW to segregate such waste into Bio-degradable substances, Non-biodegradable substance and recyclable substances)
- j) Register vehicles used for transportation of segregated MSW with the concerned government agencies and ensure that all taxes are paid up to date on such vehicles and for such equipments those that may create noise, annoyance etc.

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- k) Ensure that the Project Facility site remain free from all encroachments and take all the necessary steps to remove encroachments, if any.
- l) Establish a standard protocol for addressing complaints from the Concession area by any person to the satisfaction of the Project Officer in accordance with the O&M requirements.

6.4. Shareholding

The Concessionaire shall ensure that the Lead Consortium Member, shall necessarily make the maximum equity contribution in the Project Company, and this equity contribution shall not be less than 51% of the total equity for the Project Company, which shall not be diluted till the end of the contract period or such extended concession period.

6.5. No breach of obligations

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

- a) Force Majeure event, subject to clause 12
- b) CoC's event of default
- c) Compliance with the instructions of the Project Officer / CoC or the directions of any government agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder.
- d) Closure of the project facilities or part thereof with the approval of the Project Officer/CoC.

7. CoC's Obligations

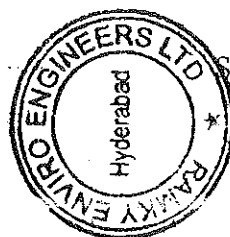
In addition to and not in derogation or substitution of any of its other obligations under this Agreement, CoC shall have the following obligations:

7.1. Specific obligations

- a) CoC shall subscribe to execute the Concession Agreement within FIFTEEN DAYS of issue of the Letter of Award subject to the fulfilling of the conditions prescribed for executing the concession agreement.

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- b) CoC shall grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from CoC under its Agreement, in connection with implementation of the project and the performance of its obligations.
- c) shall maintain weighing facilities at the dumping ground or any such designated facility, for weighing the MSW off loaded by the Concessionaire before commencement of the operations Date and ensure that such weighing facilities are properly serviced and in good working condition during the Operation Period. The MSW will be weighed and a receipt of the same given to every vehicle. The receipt shall be in a printed form and signed by the weighing employee. It shall identify the vehicle and indicate the load in kilograms, the date and time of delivery with the seal of the dumping ground.

7.2. General Obligations

CoC shall

- a) Where appropriate provide necessary lawful assistance to the Concessionaire in securing applicable permits;
- b) Observe and comply with all its obligations set forth in this Agreement.

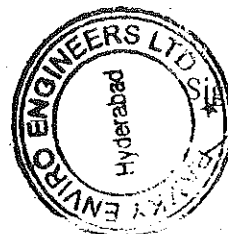
8. Monitoring and Performance evaluation

8.1. Monitoring of activities

- a) The prime objective of such monitoring shall be to ensure that the vehicles and equipment are being deployed as per the work specifications and the micro plan as provided by the Concessionaire and there shall be no instances of omission or diversion in the specifications.
- b) The activities of collection, segregation, transportation, disposal and road sweeping shall be monitored on a daily basis by the Project Officer.
- c) CoC/Project Officer may engage NGO's or other community groups for help in monitoring the activities at transfer stations and to provide the feedback and complaints from the locality, to the grievance cell and other activities as detailed in SCHEDULE C.

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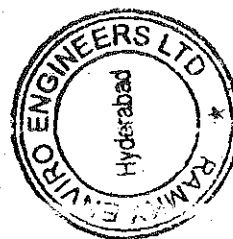
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- d) The monitoring shall be done either by the Project Officer himself or any other officer/official authorized by him in this behalf during each shift/frequency of collection and for every route followed for collection as well as road sweeping.
- e) Visual inspection: The foundation of the monitoring mechanism rests on the visual inspection by the Project Officer/ personnel. They shall visually inspect the collection and transportation of MSW, collection of street litter, segregation, sweeping of the roads, disposal of silt and the overall cleanliness of the ward/concession area being monitored.
- f) The Project Officer, on the occurrence of incidents of street littering by households or commercial establishments, can after making reasonable enquiries into the matter, approach the households in the neighborhood or the neighboring commercial establishments to further investigate the matter.
- g) The Project Officer / personnel shall be provided with a communication mechanism, for communication with the grievance redressing cum monitoring centre and also for communication with each other, when on duty. The cost of such communication equipment and its operational and maintenance cost shall be borne by CoC.
- h) The Project Officer or any other person authorized by him in this behalf shall monitor the weighing and the off loading of the MSW at the designated site(s) on daily basis. Such person shall ensure that the weighing is correctly recorded and maintained and that only segregated MSW is provided for off loading at the designated site. The Project Officer or any other person authorized by him in this behalf shall ensure that the segregation is in accordance with the MSW rules 2000 and that only such class(es) of solid waste that are covered under this Agreement, are off loaded at the respective Dumping Ground /designated site.

8.2. Grievance redressing cell cum Monitoring centre

- a) The Concessionaire shall establish, operate and maintain a grievance redressing cum monitoring centre. He shall have to develop an office for the Centre and also provide the necessary infrastructure including but not limited to one toll free telephone line for addressing the citizens' grievances. The centre shall be manned from 8 a.m. to 6 p.m. everyday, and should be automated to record grievances at all other times.

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- b) Any grievance so received between 6 a.m. to 6 am shall be treated as the complaint received on that day and shall be rectified by the Concessionaire within 6 Project Design Specification(PDS) approved hours of approved Project Design Specification of receipt of such grievances at the grievance cell. Any grievance not redressed within 6 hours on receipt of the same will be subjected qualitative performance evaluation.
- c) There shall be levied no penalty for non-redressal of complaints within 6 hours for the initial calendar month of the Concession period if the concerned Project Officer is of the opinion that it is necessary during the transition/take of period of concession work.
- d) Such grievance cell shall be monitored by the Project Officer or any other officer authorized by him in this behalf vide Annexure III-A
- e) It shall be the responsibility of the Concessionaire to prove each and every complaint is recorded and remedied. The decision of the CoC on the point that whether a complaint is redressed or not is final and binding on the Concessionaire.
- f) In case if the Concessionaire claim that a particular complaint received in the complaint cell could not be redressed at all or till a particular period, the decision of the Project Officer is final and binding as to the nature of complaint that it could be redressed or could not be redressed.

8.3. Performance evaluation

The Qualitative Performance evaluation of the work will be done on a daily basis and abstract of the monthly performance evaluation of Concessionaire for qualitative evaluation will be arrived at in annexure IV and V.

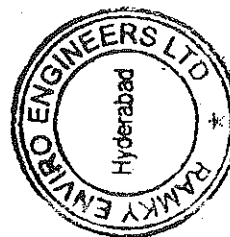
The qualitative evaluation of work will be carried out in two aspects. First, is evaluation of work on visual aspects and the second is based vehicle deployment, manpower deployment, materials deployment and other aspects.

8.3.1 Digital Image Analyses:

For evaluating the performance of work of the Concessionaire on visual aspect, the places of operation of the Concessionaire at the pre-fixed places and at the places selected at random by the CoC at the ratio of 90% and 10% respectively will be carried out. The location list is given in "Annexure-I". The time of photography of the pre-fixed places for performance evaluation of the Concessionaire's work will be intimated to the Concessionaire. Concessionaire is welcome to place staff during photograph capture. If there is any dispute regarding the quality or content of the photograph, the Commissioner of CoC may be approached.

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The components of work for qualitative aspects on visual basis at the pre-fixed places and at places at random are as follows:

- a) Road Sweeping activity.
- b) Clearance of Bins in the pre-fixed places.
- c) Maintaining cleanliness around the bins.
- d) Condition of the bins.
- e) Spray/applying disinfectants (lime/bleaching powder or any other material as per the Micro Plan) around bins.
- f) Providing/ wearing of uniform by the staff, workers and employees.

The performance evaluation on visual appeal aspects will be photographed with hand-held devise and the same will be transmitted to the officer authorized by the CoC for the performance evaluation of the photographs on the same day who will evaluate the daily performance of the concessionaire in the format prescribed in "Annexure- II".

8.3.2 Qualitative Performance Evaluation, Part II

On deployment aspects the qualitative performance evaluation will be carried out on the following components on a daily basis.

- A) Vehicle deployment for collecting MSW from door steps
- B) Vehicle deployment for collecting MSW from community bins (Compactor Vehicles)
- C) Equipments to be engaged in the Transfer Station (Grappler and Loaders)
- D) Vehicles deployment for transporting the MSW from Transfer Station to Landfill site
- E) Manpower deployment
- F) Complaints Redressed within the stipulated time

The performance evaluation of above components of work will be carried out in "Annexure- III".

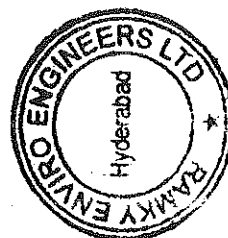
The monthly abstract of performance evaluation on visual aspects will be prepared in "Annexure - IV" and the monthly performance evaluation abstract on deployment criteria will be prepared in "Annexure - V".

The daily performance evaluation format will be prepared by the Zonal Officers or any other officers authorized by him on his behalf every day in duplicate and the same shall be signed by both the officers of the CoC and the Concessionaire. For this purpose, the Concessionaire shall designate an official to sign in the daily performance evaluation formats and to receive a copy of the same.

The monthly abstract for evaluation of performance will be prepared by the project officer or any other officer authorized by him in this behalf and the provisional report of performance evaluation approved by the concerned Zonal

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Officer of the CoC about the Concessionaire's work will be communicated to the Concessionaire within seven days.

The Concessionaire shall within seven days, submit his response to the concerned Zonal Officer. In case if no response is received from the Concessionaire, or the response is received after seven days, for the provisional evaluation report of the performance evaluation, the Zonal Officer will make the provisional report as absolute. In case if the response is received within seven days, from the Concessionaire, the concerned Zonal Officer shall decide the final evaluation report after considering the response of the Concessionaire with in seven days. If felt necessary, the concerned Zonal Officer may give a chance for personal hearing of the Concessionaire before making the provisional evaluation report absolute..

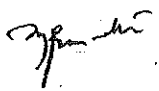
If the Concessionaire is aggrieved, with the final performance evaluation report of the concerned Zonal Officer, he may prefer appeal, if any, to the Commissioner, or to any other officer authorized by him in this behalf, within fifteen days, whose decision will be final and binding on the parties.

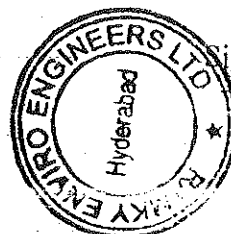
8.4. Penalties and fines

There will be penalties or fines for the default or deficiency in service by the Concessionaire for various types of deficiencies broadly classified as major and minor penalties. The penalties are specified on the percentage of monthly gross bill amount admitted for making payment to the Concessionaire.

8.4.1. Table showing Daily Penalty Calculation sheet attracting minor penalties

| S. NO | Description of item of breach/default/deficiency | Percentage of penalty |
|-------|--|-----------------------|
| 1 | If the vehicle does not unload at appropriate place and as per instructions at the disposal site / transfer station. | 0.25 |
| 2 | Breakdown after starting the work and failure of the contractor to make alternate arrangement within 3 hours from the breakdown vehicle /equipment.(In this case CoC will make necessary arrangement.) | 0.25 |
| 3 | Not attending Door to Door collection in any area | 0.25 |
| 4 | Failure to provide "On Municipal Duty board" on the vehicles | 0.25 |
| 5 | Failure to provide labourers as per the plan submitted for different vehicles / equipments. | 0.25 |


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| | | |
|---|---|------|
| 6 | Failure to provide supervisor in any shift | 0.25 |
| 7 | Failure to maintain attendance musters / registers | 0.25 |
| 8 | Failure to provide protective implements to employees for carrying out duty | 0.25 |
| 9 | Failure to keep the vehicles / equipment well painted and clean and tidy | 0.25 |

8.4.2. Table showing Daily Penalty Calculation sheet attracting major penalty

| S. NO | Description of item of breach/default/deficiency | Percentage of penalty |
|-------|--|-----------------------------|
| 1 | Failure to redress a complaint for more than 48 hours | Up to 10 complaints 0.50 |
| | | Above 10 complaints 1.00 |
| 2 | In case vehicle is found carrying debris / silt | 2.00 |
| 3 | Complete failure to collect & transport waste on any day | 1.00 |
| 4 | Failure to provide uniform to workers, drivers, cleaners | 0.50 |
| 5 | Failure to provide safety gears to staff and employees. | 0.50 |
| 6 | Failure to register public complaints | 0.50 |
| 7 | Not maintaining the Transfer Stations, Workshops, Labour Rest Rooms. | 0.50 |

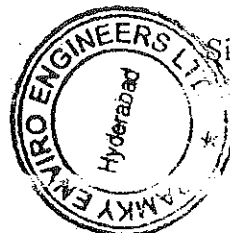
The penalty levy will be fixed every day by the Project Officer of the concerned Zones for minor as well major it will be restricted to 10% put together and monthly abstract will be prepared for levy of penalty for major and minor will be restricted to 10%

The daily penalty working sheet shall be furnished to the authorized representative of the Concessionaire or his representative on the very next day by the Project Officer and the monthly abstract of the daily penalty working sheet shall be furnished to the Concessionaire within seven days of the conclusion month to which the penalties relates

If the Concessionaire is aggrieved, with the Penalty levied he may prefer appeal to the Commissioner, CoC, or to any officer authorized by him in this behalf. whose decision will be final and binding on the parties.

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9. Payments

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

9.1. Gross Admissible Payment (GAP)

The Gross Admissible Payment is arrived at in three parts as described below:

9.1.1 Part I: Quantitative Payment: It comprises of first 50% of the Gross payment to the Concessionaire. It is arrived by assessing the total weight of the MSW disposed in the landfill site after meeting all the agreement conditions. The tipping fee will be multiplied by TPD and 50% of it is the Gross Admissible Payment(GAP), Part I

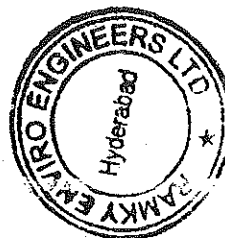
9.1.2 The remaining two parts are for the 50% remaining payment. It is based on the weightage obtained through Qualitative Assessment. It is arrived in 2 parts(Part II and Part III) 25% each.

9.1.3 Part II (25%) Visual Qualitative Assessment :- The 25% bill amount will be worked out based the weightage obtained by the Concessionaire in the monthly abstract format for the qualitative performance of the Concessionaire for visual aspects of work. It is assessed through the photographs captured in designated locations as mentioned in the article number 8.3.1 of the concession agreement. Annexure II contains daily calculation format of Annexure IV contains monthly weightage deduction format for the part II (25%) payment. It is illustrated in annexure VI for one day. But the payment calculation will be made using Annexure IV monthly format Part II.

9.1.4 The Part III (25%): Last and remaining 25% bill amount will be worked out based the weightage obtained by the Concessionaire in the monthly abstract format for the quality of deployment. This part is based on the evaluation of the vehicle march out, response to the public complaints and MSW transport in haulage vehicles etc. as shown in the illustration in the Annexure VI. The GAP value will be arrived first as described in clause 9.1.1 of the Concession Agreement. Then the 25% of it need to be arrived. The annexure III contains Part III daily deduction table. Annexure V containing the monthly plotting to arrive at average deduction weightage and this will be used to find out the total monthly deduction. This will form Part III of GAP 25%.

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9.1.5 On the sum of GAP arrived after deducting the penalties the following classes of deductions will be made.

- i) 0.5% as retention amount for arithmetical accuracy which will be refunded on completion of 3 (Three) months from the date of payment of entire bill amount to the Concessionaire.
- ii) Statutory deductions like taxes etc.

9.1.6 After all the deductions like penalty and deductions mentioned in Article 9.1.4 of the Concession Agreement, Net Admissible Payment is arrived.

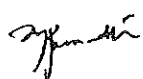
9.2. Place of Weighing MSW

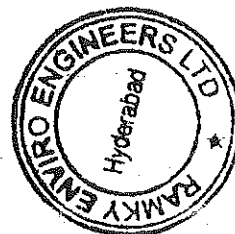
Though MSW is weighed at the transfer station or at Private Weigh Bridge, as well as Dumping Ground, the weight taken at the designated Dumping ground shall be considered for the purpose of making payment to the Concessionaire. In case, the weighing facility at the Dumping Ground is not functional, the weight taken at the Transfer Stations will be taken up for the purpose of making payment to the Concessionaire. In case, if the weighing facility at both the Transfer Stations or Dumping Ground goes out of order or become non-functional, then the Concessionaire is at liberty to weigh the MSW in any of the transfer stations of the CoC at free of cost, or alternatively they may weigh the MSW at any authorized private weigh bridge at their cost.

In the cases, where the MSW is brought to Dumping Ground by the Concessionaire, directly from the collection points, if the Concessionaire has inconveniences to weigh the MSW at the transfer stations handed over to them or at the private weigh bridge, they will be allowed to weigh the MSW at any of the weigh bridge facility of the Corporation of Chennai at any transfer station without any charge, subject to availability, or they may directly dispose the MSW after weighing the MSW at the dumping ground if it is working at that time. No disposal is permitted without any of the above weighment.

9.3. Mechanism for payment

- a) All payments to the Concessionaire by CoC shall be made by way of crossed a/c payee cheque in favour of the Concessionaire by the concerned Zonal Officers. It follows a certification to that effect from the Project Officer.
- b) The payment for the period starting from COD to complete operations in the Concession area shall be at the rate applicable for 1st year of operation as per the rates quoted in commercial proposal and finally agreed upon in subsequent negotiation of rates if any. Further, the payment for the period starting from COD in the Concession area till the end of one calendar year shall be as per the rates quoted in commercial proposal. The subsequent year


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rates shall be applicable for one calendar year each thereafter until the expiry of the contract tenure.

- c) The escalated rate means initial rate quoted in the Commercial Proposal of the REP escalated by 5% every year on the First Year Tipping Fee;

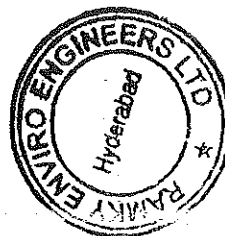
10. Labour

The Concessionaire shall comply with the following things regarding the deployment of manpower by him.

- a) The Concessionaire shall not employ any person who has not completed his 18 years of age in connection with the works.
- b) The Concessionaire at his cost should carry out periodical health check up of all employees both hired as well as permanent personnel at least once in every quarter of every year.
- c) The Concessionaire shall furnish to CoC, the information on the various categories of labour employed by him and the facilities given to the employees in the form prescribed for the purpose at such intervals as may be specified.
- d) The Concessionaire shall in respect of labour employed by him comply with or cause to be complied with provisions of the various labour Laws and the Rules and Regulations as applicable to them in regards to matters provided therein and shall indemnify CoC in respect of all claims that may be raised against CoC for noncompliance thereof by the Concessionaire.
- e) The Concessionaire shall obtain the license in accordance with the rules and provisions of Agreement Contract Labour (regulation and abolition) Act, 1970 and adhered to all terms and conditions stipulated therein. The Concessionaire shall pay its workers, supervisor, labourers, drivers etc as per the Minimum Wages Act, 1948, Employees Provident Fund Act, 1952, as well as Equal Remuneration Act, 1976 in force and amended from time to time.
- f) The Concessionaire or his authorized representative shall on the written directions of CoC, immediately remove from the work, any person employed thereon, who may, in the opinion of CoC, is incompetent or has misconduct himself or become incapable of doing the work. Such person shall not be employed again on the works without the written permission of CoC. Every effort will be

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made to use such clause at seldom but, it is absolutely necessary for a local body guided by people welfare moto.

- g) Notwithstanding anything contained herein, CoC, may take such action as may be necessary for compliance of the various labour laws and to recover the cost there of from the Concessionaire.

10.1. -Accidents:

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

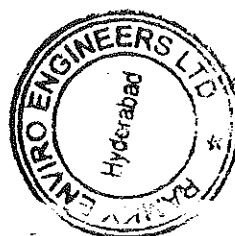
On the occurrence of an accident arising out of works which results in death or which is so serious as to be likely to result in death the Concessionaire shall within 3 hours of such accident, report in writing to the Project Officer, the fact stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accounts on the works involving injuries to person or damages to property other than that of the Concessionaire shall be promptly reported to the Project Officer, stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. The Concessionaire shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequences of the Project and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

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

- a) Payment of Wages Act, 1936
- b) Minimum Wages Act, 1948
- c) Employers Liability Act, 1938
- d) The Workmen's Compensation Act, 1923
- e) Industrial Dispute Act, 1947
- f) Indian Factories Act, 1948
- g) Maternity Benefit Act, 1961
- h) Contract Labour (Regulation & Abolition) Act, 1970
- i) Employees Provident Fund Act, 1952;
- j) Any other law applicable

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

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insure against all claims damages or compensation payable under the various acts mentioned above or any modifications thereof or any other law relating thereto.

b) In the event of an accident in respect of which compensation may become payable under any act as referred in the sub-clause (a) or any other act including all modifications thereof whether such compensation may become payable by the Concessionaire or by CoC, CoC shall retain whole or part of the payment due and payable to the Concessionaire such sum or sums of money as may in the opinion of CoC sufficient to meet such liability, on receipt of award from the Labour Commissioner in regards to the quantum of compensation the difference in amount will be adjusted.

11. Accounts and Auditing

a) The Concessionaire is required to maintain separate and proper books of accounts for the project as per the prevalent Indian Companies Act, 1956 and applicable provisions of the relevant acts, laws and rules in India.

b) The Concessionaire shall make arrangements for getting these books audited by a qualified independent auditor annually within 60 days of close of financial year.

c) The Concessionaire shall make available the audit report and the auditor's statement along with copies of the books for inspection by CoC within 10 days of completion of such audit and the accounts audited should be as per the prevalent provisions of the Indian Companies Act, 1956 and furnish a certified copy of such reports or statements to the CoC if required by CoC.

12. Force Majeure

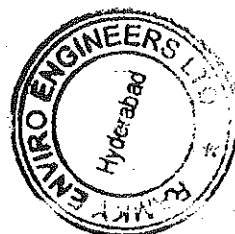
12.1. Definition of Force Majeure

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

- a) the effect of any natural element, including, but not limited to any rain storm leading to flooding of the Concession Area, lightning, earthquake, cyclone or other natural disaster;

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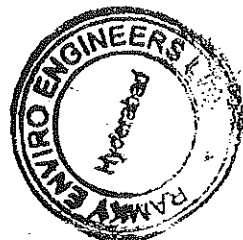
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- b) fire or explosion, each case not being due to
 - (a) inherent defects of the equipment comprising the Project
 - (b) the failure to operate the Project in accordance with prudent business practices or sufficient skill or
 - (c) circumstances within the reasonable control of the affected Party's contractors;
- c) act of war (whether declared or undeclared), sabotage, terrorism or act of public enemy, (including the acts of any independent unit or individual engaged in activities in furtherance of a program of irregular warfare), acts of belligerents or foreign enemies (whether accorded diplomatic recognition or not), blockades, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- d) strikes, labour disruptions or any other industrial disturbances in Chennai City as a whole to industry and not specific to the Project which restrict the Concessionaire from performing his duties; at the same time not attributable to the action or inaction of the Concessionaire.
- e) any governmental Agency's unreasonable delay, denial or refusal to grant or renew or any unreasonable revocation of any required permit, license, approval or authorization, including Governmental Authorizations, provided that such adverse governmental action or inaction not attributable to the Concessionaire's non compliance with any applicable law or any condition to the granting or maintenance of any such permit, license, approval or authorization that was in effect on the date of signing this Agreement or not due to any action or inaction of the Concessionaire.
- f) the expropriation or compulsory acquisition by any Government Agency of (a) any shares in the Project Company if the result would be to acquire control of the subject Project Company or (b) any assets or rights of the Project Company.
- g) early termination of this Agreement by CoC for reasons of national security or national emergency.

12.2. Exclusions from Force Majeure

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

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

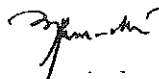
12.3. Notification Obligations

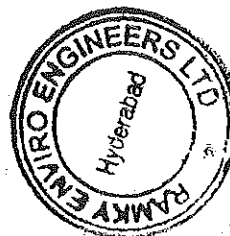
The Party claiming the Force Majeure shall inform the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable but not later than 48 hours of start of effect of such Force Majeure claimed by the parties claiming the benefit of Force Majeure. The affected Party shall thereafter furnish weekly reports with respect to its progress in overcoming the adverse effects of such event or circumstance and as soon as reasonably practicable shall submit to the other Party information supporting the claim for the benefit of Force Majeure.

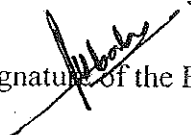
The Party claiming Force Majeure shall give notice to the other Party of the cessation of the relevant event or circumstance of Force Majeure and the cessation of the effects of such event or circumstance of Force Majeure on the enjoyment by such Party of its rights or the performance by such Party of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

12.4. Consequences of Force Majeure

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


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- b) Except as otherwise provided in this clause, any time period specified for the performance of any obligation hereunder by the affected Party shall be extended by a period equal to the duration of the Force Majeure event or circumstance provided that the affected Party shall not be entitled to any such extension to the extent that such delay or failure to perform would have occurred, irrespective of the Force Majeure event or circumstance.

However, the concession period cannot be extended due to the Force Majeure event.

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

13. Events of default and termination

13.1. Events of default

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

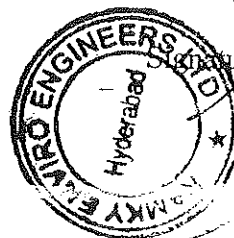
- a) Concessionaire event of default

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

- i) The Concessionaire has failed to start the concession work on the date prescribed for any reason whatsoever;
- ii) The Concessionaire has failed to achieve financial closure within 15 days of signing of this Agreement;
- iii) The Concessionaire has failed to collect and transport MSW or sweep the street for a continuous period of 2 days or an aggregate period of 7 days (Seven days) in any quarter of year, in one or more of the specified routes, or in any part of the concession area for reasons solely attributable to the Concessionaire;
- iv) The Concessionaire disposes the MSW collected into any area other than in the earmarked place in the designated Dumping Ground, without written consent of CoC;
- v) The Concessionaire attempts to collect MSW from any area other than the Concession Area without consent of CoC;

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For the purpose if any doubt arise as to a particular area falls under the concession area the decision of the CoC is final and binding on the Concessionaire

- vi) The Concessionaire has failed to replenish the Performance security within 5 working days of the encashment by CoC of the earlier Performance Security;
- vii) The Concessionaire has failed to make any payments due to CoC and more than 90 days have elapsed since such default in payment;
- viii) The Concessionaire is in material breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 days;
- ix) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- x) The Concessionaire has abandoned the project facilities;
- xi) The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement; either in writing or by their action or inaction.
- xii) The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a material adverse affect on the project and such attachment has continued for a period exceeding 90 days.
- xiii) The Concessionaire repeats any one or combination of the breaches mentioned in Table 8.4.2 more than thrice in a month.
- xiv) Any other instance explicitly mentioned in this Agreement as having constituted an event of default.

b) CoC event of default

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

- i) Failure of CoC to make any payments legally due to the Concessionaire without citing any reasons and more than 180 days have elapsed since such default;

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- ii) CoC is in material breach of any of its obligations under this Agreement and has failed to cure such breach within 60 days of receipt of notice thereof issued by the Concessionaire
- iii) CoC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- iv. Any representation made or warranties given by CoC under this Agreement has been found to be false or misleading

13.2. Termination due to event of default

a) Termination notice

If a party having become entitled to do so decides to terminate this Agreement pursuant to the preceding sub clause 13.1(a) or 13.1(b), it shall issue a show cause notice giving 30 days time requiring the other party to show cause as to why this agreement shall not be terminated setting out:

- i) In sufficient detail the underlying event of default;
- ii) The estimated termination payment including the details of computation thereof; and in the event of termination of agreement by the Concessionaire and
- iii) Any other relevant information

After the receipt of show cause notice, the party who received the show cause notice shall reply to the show cause notice to the party who issued show cause notice, within 30 days time.

The party who issued show cause notice, on receipt of reply to show cause notice, may either drop further action on the show cause notice or proceed with the show cause notice and issue termination notice, giving SIXTY DAYS time specifying the date clearly from the date on which the agreement is proposed to be terminated.

If no reply is received for the show cause notice, the party who issued show cause notice may proceed if the party determines to proceed with the show cause

- b) Withdrawal of show cause notice or termination notice Notwithstanding anything inconsistent contained in this Agreement, if a party who has been served with the show cause notice or

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CHENNAI - 600 003.



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termination notice cures the underlying event of default to the satisfaction of the other party at any time before the time stipulated for showing cause of before termination occurs, or if the party who issued show cause notice or termination feels that that there is no necessity to proceed with the show cause notice or termination notice may withdraw show cause notice or termination notice before the date proposed for the occurrence of termination of agreement.

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

c) Termination payments

Upon termination of this Agreement on account of CoC event of default, the Concessionaire shall be entitled to withdraw the performance security, if subsisting.

Upon termination of this Agreement on account of the Concessionaire's event of default, CoC shall be entitled to forfeit the Performance Security paid by the Concessionaire.

13.3. Rights of CoC on termination

- a) Upon termination of this Agreement due to CoC event of default, CoC shall upon making the termination payment, if any, as per the due procedure to the Concessionaire have the power and authority to (These authority is not dependent on the event of termination fee payment)
 - i) Enter upon and take possession and control of the project facilities forthwith except the movable properties deployed by the Concessionaire at their cost for the performance of the concession work;
 - ii) Prohibit the Concessionaire and any person claiming through or under the Concessionaire from using/dealing with the project facilities;
- b) Notwithstanding anything contained in this Agreement, CoC shall not, as a consequence of termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the

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Concessionaire in connection with the project, and the hand over of the project facilities by the Concessionaire to CoC shall be free from any such obligation.

14. Hand back and Transfer Requirements

14.1. Ownership

Without prejudice and subject to the concession, the ownership of the Existing project facilities (excluding movable property), including all modifications, renovations and improvements made therein by the Concessionaire, shall at all times remain that of CoC.

14.2. Concessionaire's Obligations

The Concessionaire shall at the end of the Concession period hand back and return all of its vacant and peaceful possession of the existing project facilities including fixed assets and improvements (but not vehicles or movable property legally owned by private parties) to CoC free of cost and in good operable condition.

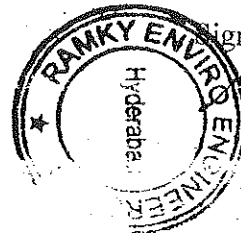
- a) At least 12 months before the expiry of the Concession Period a joint inspection of the Project Facilities shall be undertaken by CoC, Project Officer and the Concessionaire.

CoC/ Project Officer shall, within 45 days of such inspection prepare and furnish to the Concessionaire a list of works/ jobs, if any, to be carried out so as to conform to the design and O&M requirements. The Concessionaire shall promptly undertake and complete such works within a time specified by the Project Officer, such jobs to the expiry of the Concession Period and ensure that the Existing Project Facilities continue to meet such requirements until the same are handed back to CoC.

- b) CoC/ Project Officer shall within 45 days of the joint inspection undertaken under preceding clause (a) prepare and furnish to the Concessionaire a list of items, if any, with corresponding distinctive descriptions, which are to be handed back to CoC.
- c) The Concessionaire hereby acknowledges CoC's rights specified in Clause 13.3 enforceable against it upon Termination and its corresponding obligations arising thereof.

The Concessionaire undertakes to comply with and discharge promptly all such obligations.

[Signature]
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14.3. CoC's Obligations

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

- a) Carrying out works/ jobs listed under Clause 14.2, which have not been carried out by the Concessionaire
- b) Purchase of items, which have not been handed back to CoC in terms of Clause 14.2 and
- c) Any outstanding dues, which may have accrued in respect of the Project during the Concession Period Duly discharge and release to the Concessionaire, the amounts in the Performance Security account or balance therein after deductions in respect to a), b) and c) above, as the case may be, upon issuance of certificate from Project Officer regarding compliance by the Concessionaire with the Hand back and Transfer Requirements.

15. Dispute resolution

15.1. Amicable resolution

- a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the parties, howsoever arising under, out of or in relation to this Agreement, including those arising with regard to acts, decision or opinion of the Project Officer (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.
- b) Either party may require such dispute to be referred to the Municipal Commissioner of CoC and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the dispute. If the dispute is not amicably settled within fifteen (15) days of such meeting between the two, either party may refer the dispute to arbitration in accordance with the provisions of clause 15.2 below. 15.2 Arbitration

a) **Procedure :** Subject to the provisions of clause 15.1, any dispute which is not resolved amicably shall be finally settled by binding arbitration under the Indian arbitration act, 1996 or any amendments or additions thereto. The arbitration shall be by a panel of three arbitrators, one to be appointed by each

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

b) **Place of arbitration:** The place of arbitration shall ordinarily be Chennai but by Agreement of the parties, the arbitration hearings, if required, may be held elsewhere

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

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

15.2. Performance during dispute

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

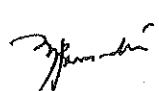
16 Change in Law

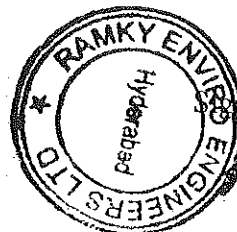
Change in law shall mean the occurrence or coming into force of any of the following, after the commencement date:


- i) The enactment of any new Indian law;
- ii) The repeal, modification or re-enactment of any existing Indian law
- iii) A change in the interpretation or application of any Indian law by a court of record.

Provided that change in law shall not include

- i) Coming into effect, after the commencement date, of any provision or statute which is already in place as of the commencement date,
- ii) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the commencement date which is a matter of public knowledge,
- iii) Any change in the rates of taxes


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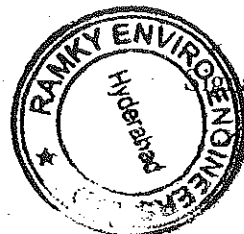

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17 Representations and warranties

17.1. Representations and warranties of the Concessionaire

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

[Signature]
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in CoC on the termination date free and clear of all encumbrances without any further act or deed on the part of the Concessionaire or CoC

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

17.2. Representations and warranties of CoC

CoC represents and warrants to the Concessionaire that:

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

[Signature]
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[Signature]
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17.3. Obligation to notify change

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

18. Miscellaneous

18.1. Assignment and charges

- a) The Concessionaire shall not assign in favour of any person for this Agreement or any part of this agreement, the rights, benefits and obligations hereunder save and except with prior consent of CoC
- b) The Concessionaire shall not create nor permit to subsist any encumbrance over the project facilities except with prior consent in writing of CoC, which consent CoC shall be entitled to decline without assigning any reason whatsoever.
- c) Restraint set forth in clauses (a) and (b) above shall not apply to
 - i) Liens/encumbrances arising by operation of law or by an Agreement evidencing the same in the ordinary course of business of the Concessionaire;
 - ii) Pledges/hypothecation of goods/moveable assets, revenue and receivables as security for indebtedness, in favour of the lenders and working capital providers for the project;
 - iii) Assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the lenders and working capital providers for the project;
 - iv) Assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the lenders as security for financial assistance provided by them.

18.2. Interest and right of set off

Any sum which becomes payable under any of the provisions of this Agreement by one party to the other party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the party responsible for payment thereof to the party entitled to receive the same. Such sum shall until payment thereof carry interest at 15% per annum from the due date for payment thereof, until the same is paid to or otherwise realized by the party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the party entitled to receive such amount shall also have the right to set off.

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18.3. Governing law and jurisdiction

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

18.4. Waiver

- a) Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under this Agreement:
 - i) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - ii) Shall not be effective unless it is in writing and executed by a duly authorized representative of such party; and
 - iii) Shall not affect the validity or enforceability of this Agreement in any manner.
- b) The failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder or time or other indulgence granted by a party to the other party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

18.5. Survival

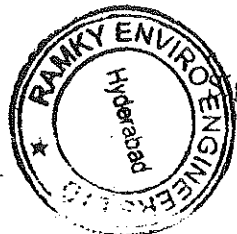
Termination of this Agreement

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

18.6. Amendments

This Agreement and the schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the parties on

[Signature]



[Signature] signature of the Bidder

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the subject hereof and no amendment or modification hereto will be valid and effective unless agreed to by all the parties hereto and evidenced in writing.

18.7. Notices

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

If to CoC:

The Municipal Commissioner
Corporation of Chennai
Rippon Building,
Chennai – 600 003.

If to the Concessionaire:

The Chief Executive
Ramky Enviro Engineers Limited,
Level – 4, Diamond Dune,
No. 323, P.H.Road,
Chennai – 600 029.
Fax No. 044- 2668 1180

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

In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

18.8. Severability

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

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CHENNAI 600 003.



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Provided that the failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

18.9. No partnership

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

18.10. Language

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

18.11. Exclusion of implied warranties etc.

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

18.12. Counterparts

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

18.13. Costs

The Concessionaire shall bear all the costs related to the signing including but not limited to stamp duties.

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

For and on behalf of CoC by:

For and on behalf of the Concessionaire by:

Signature *[Signature]*
Name (H.S. PREMNAATH)
Designation SUPERINTENDING ENGINEER.
In the presence of: (SWM).

[Signature]
(P. HARANATH BAW)
A&M - BUSINESS DEVELOPMENT

[Signature] S.E (SWM) 2/3
[Signature] C.E (SWM) 2/3
[Signature] D.C.(H) 2/3



Signature of the Bidder

[Signature]
Principal Secretary of Commission 2/3

SCHEDULE A:

APPLICABLE PERMITS

| Sl. No. | PERMIT | AGENCY |
|---------|---|--|
| 1 | Permits for driver | |
| | Permanent driving license depending on vehicle type. | Transport Department, Government of Tamil Nadu. |
| 2 | Permits for Vehicles | |
| | Vehicle Registration | Transport Department, Government of Tamil Nadu. |
| | Fitness Certificate | Transport Department, Government of Tamil Nadu. |
| | Pollution Control Certificates | Transport Department, Government of Tamil Nadu. |
| 3 | Water Connection | Chennai Metropolitan Water Supply and Sewerage Board |
| 4 | Application for PAN and other tax registrations including Service Tax | Concerned Department of Government of India and Government of Tamil Nadu |
| 5 | Clearance for employing Labour – Primary Employer | Commissioner of Labour |
| 6 | Employment of migrant Labour | Commissioner of Labour |
| 7 | Fire safety equipment | Government of Tamil Nadu/Police Department |
| 8 | Working in night shifts | CoC/Police Department |

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CHENNAI - 600 003.



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SCHEDULE B: FORMAT OF REPORTS


1) Reporting Requirements during the Implementation Period

During the Implementation Period, the Concessionaire shall submit to the Project Officer monthly progress report (for each calendar month or part thereof) within 5 working days of the last day of the month. The report shall review the progress made, identify slippages if any, and project the future activities to be undertaken (including rectifications), operations and maintenance activities undertaken and would, inter alia, include the following:

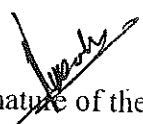
- i) Progress of pre-construction activities - mobilization of equipments, personnel, site office, utility relocation etc.
- ii) Review of milestones set out in Micro Plan and reasons for delay, if any.
- iii) Suspension of construction, if any, its reasons, duration and the steps undertaken to resume construction.
- iv) Change of Law notice issued by Project Officer, if any, and status thereof
- v) All deviations from the Micro Plan.
- vi) Disagreements/ disputes, if any and proposed measures to be taken.
- vii) Brief report of any accident/ incident within the construction site, injury/ fatality, property damage, cause of accident and actions taken to avoid recurrence.
- viii) Notes of meetings between the Concessionaire, the Project Officer and CoC highlighting critical decisions taken.
- ix) Request for a Readiness Certificate on completion of activities listed in the Implementation Period plan section of the Micro Plan, and obtain a Readiness certificate, to be issued by the Project Officer.

2) Report during the Operations Period

The Concessionaire shall submit the following reports in accordance with specific provisions of the Agreement, duly verified by the Project Officer


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 CORPORATION OF CHENNAI,
 CHENNAI - 600 003.

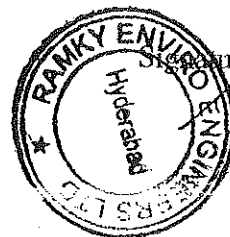



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- i) Monthly Tipping Fee statement in accordance with Clause 9 of the Agreement. This shall be a monthly compilation of records of the quantum (measured in tonnes) of MSW deposited at the Dumping Ground, duly countersigned by the Project Officer.
- ii) Annual Compilation of Monthly Tipping Fee statement as mentioned in sub-clause above to the Project Officer and CoC in a format decided in consultation with the Project Officer.
- iii) The Concessionaire shall submit a quarterly report to CoC containing the list of wards/ colonies and their performance on segregation levels in order to aid monitoring of generator level segregation by CoC officials.
- iv) Annual fitness certificate of the transport vehicles and loading equipment.
- v) Disagreement/ disputes, if any and proposed measures to be taken
- vi) Brief report of any accident/ incident related to the Project, injury/ fatality, property damage, cause of accident and actions taken to avoid recurrence.
 - a) The Concessionaire/CoC may make use of Community Based Organizations to aid them in spreading awareness about waste collection and segregation.
 - b) Though voluntary, it is recommended that such participation be encouraged.
 - c) It is also recommended that ward wise committees headed by the CoC, Zonal Officer be formed to aid in this area.
 - d) The committee may be given the following responsibilities:
 - (i) Educating the citizens and sensitizing them to the need for proper waste disposal.
 - (ii) Educating them about the benefits of providing segregated waste.
 - (iii) Ensuring that the Concessionaire is providing quality service.
 - (iv) Ensuring that transfer points/stations and other community areas are maintained hygienically, and that the Concessionaire is doing the needful as per his obligations.
 - (v) Ensuring that streets are maintained litter free, and that citizens are sensitized to this issue and the Concessionaire is discharging his duties efficiently in this regard.
 - (vi) Bringing to the notice of the grievance cell in case of any complaint or grievance or shortfall in service level.

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CHENNAI - 600 003.



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SCHEDULE C: PROFORMA FOR BANK GUARANTEE

(To be issued on-Non-Judicial Stamp Paper of value Rs.100 as per the Stamp Act prevailing in the State of Tamil Nadu)

Ref no. _____ Bank Guarantee No

Date:

To,

The Commissioner,
Corporation of Chennai,
Rippon Building,
Chennai 600 003
Tamil Nadu,
India.

Dear Sir,

WHEREAS Corporation of Chennai a statutory authority created under the provisions of the Chennai City Municipal Corporation Act, 1919 having its Principal Office at Rippon Building, Chennai – 600 003, Tamil Nadu, India (hereinafter referred to as "CoC", which expression shall include successors and assigns) called for bids for carrying out collection, segregation, transportation and disposal of Municipal Solid Waste in Concession area through Private Operators, and

M/S. _____ having Head /Registered Office at _____ (which expression shall unless repugnant to the context or meaning there of mean and include all its successors, administrators, executors and assign) has been selected by CoC as a "Concessionaire" for the Project in Concession area and having agreed to furnish as a condition precedent in the said Concession Agreement an unconditional and irrevocable bank guarantee of INR.3,00,00,000/- (Indian Rupees Three Crores only) as a Performance Security for the due performance of Concessionaire's obligations as contained in the terms of the Concession Agreement supplied by "CoC" which amount is liable to be forfeited on the happening of any contingencies mentioned in said agreement.

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SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



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We (name of bank) _____ registered under the laws of having Head / Registered Office at _____ (Head Office/ Branch located in Chennai) (hereinafter referred as "The Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted Selection of a Private Operator for collection, segregation, transportation and disposal of MSW in Chennai Request for Proposal in Draft Concession Agreement assigns) hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand by "CoC" the amount of INR.3,00,00,000/- (Indian Rupees Three Crores only) in aggregate/ in parts as and when demanded by CoC without any demure, reservations, recourse, contest or protest and / or without any reference to the Concessionaire and without CoC, having to substantiate the demand. Any such demand made by CoC, shall be conclusive and binding on The Bank irrespective of any dispute or difference raised by Concessionaire or any dispute pending before any court, arbitrator or any other authority and / or any matter whatsoever. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution, on insolvency of the bidder and will remain valid, binding and operating against The Bank.

The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian laws and subject to exclusive jurisdiction of Chennai Metropolitan Court.

This guarantee shall be irrevocable and shall remain in force up to the end of the tenure of the agreement (from the date of issue of this bank guarantee) and any demand in respect thereof should reach The Bank not later than the aforesaid date.

Notwithstanding anything contained herein above, our liability under this guarantee is limited to INR.3,00,00,000/- (Indian Rupees Three Crores only) and our guarantee shall remain in force until end of the tenure of the agreement. Any claim under his guarantee must be received by us before the expiry of this bank guarantee. If no such claim has been received by us by the said date, the right of "CoC" under this guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of "CoC" under this guarantee shall be valid and shall not cease until we have satisfied that claim.

The Bank also undertakes that CoC at its option shall be entitled to enforce this guarantee against The Bank as a Principal Debtor, in the first instance, without proceeding against the Concessionaire.

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SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.,
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



[Signature]
Signature of the Bidder

We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of CoC or that of the Concessionaire. We also undertake not to revoke in any case this guarantee during its currency.

The Bank agrees with CoC that CoC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the Concession Agreement or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of CoC or any indulgence shown by CoC to the said Concessionaire or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving us.

IN WITNESS WHEREOF, The Bank through its authorized officer has set its hand and stamp on this _____ day of _____ 20..... at _____).

(signature)

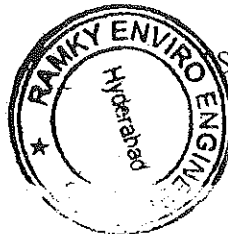
Full name and official address with Bank stamp attorney as per Power Of Attorney no. _____ date _____

Witness no.1

Witness no.2

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SCHEDULE D: WORK SPECIFICATIONS

A) Format for Micro Plan

1. General

CoC may ask for detailed plan on issue of Letter of Award and it shall be the Concessionaire's obligation to provide for such a plan within 15 days from the date of issue of Letter of Award.

2. Basic Components/ Requirements

The Micro Plan shall consist of the following:

a) Implementation period plan specifying the completion dates for each procedure and activity involved therein.

b) Technical plan (details of the techno-business proposal submitted as part of the RFP, modified in accordance to CoC inputs) specifying the completion dates for each procedures and activities involved therein.

c) Facilities and organizational plan

a) Implementation period plan requirements

The implementation plan shall cover the following:

- Timeframes and milestones around infrastructure creation;
- Manpower requirement, deployment and broad organizational responsibilities;
- Reporting and MIS giving details of project progress

b) Technical Plan

The techno-business plan shall be the basis of the technical plan which shall be duly modified to incorporate suggestions from CoC/Project Officer. The technical plan shall spell in detail the solution offered by the Concessionaire to ensure service levels are maintained as committed

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c) Facilities organizational Plan

The facilities plan shall cover in detail the design and the structural aspects. The facilities plan shall be prepared keeping in mind the size of the project, the time required for deployment of the concessionaire's resources including the requisite supervisory layers.

B) Construction Requirements of the Existing Project Facilities

1. General

Existing Project Facilities could be explained as the old facilities which have been handed over by CoC to the Concessionaire for implementing the Project in accordance with this Agreement. The Construction requirements of Existing Project facilities specifies the construction, modification or renovation that needs to be done to these facilities in order to ensure that their functioning shall comply with the O&M requirements. The Construction of the Existing Project facilities should comply with the MSW handling rules'2000.

2. Project Facility

The Facility shall comply with the following requirements:

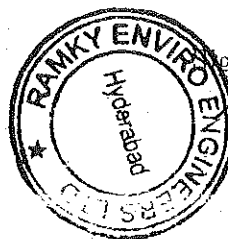
- a) Aesthetic, allow for ease of vehicle movements and cause no public inconvenience
- b) Provide for temporary storage bins and other infrastructure till such time bulk haulage is ready. Such temporary storage shall be covered at all times and in no way shall cause any public nuisance.
- c) Under no condition should Biodegradable Substance be stored beyond 24 hrs at the temporary storage.

3. Procedures

- a) The Concessionaire during construction adhere to the specifics in the micro plan, avoid damage to third party facilities and any public inconvenience.
- b) Upon completion of construction, the construction site shall be cleared of all construction equipment, surplus materials, debris and temporary installations.

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C) Design Requirements of New Project Facilities

1. General

New Project facilities could be inferred collectively the facilities provided by the Concessionaire for implementing the Project.

2. Overall Design Parameters

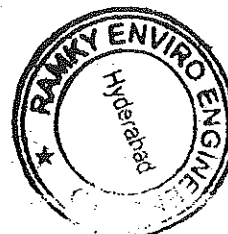
- a) The New Project Facilities for the Project shall be designed to enable segregated collection, segregation and transportation of MSW in separate components of (i) Biodegradable Substance and (ii) Non-Bio degradable Substance, as per the colour coding requirements of the MSW Rules.
- b) All collection, segregation and transportation of the MSW shall be in closed, colour coded containers with adequate capacity to hold the MSW matching with the frequency of collection.

3. Setting up Fleet and Logistics Infrastructure

Transport vehicles

- a) The transport vehicles and the transportation system should be so designed to mechanize operations to the extent possible while reducing manual loading and unloading MSW from vehicles.
- b) The transport vehicles should be roadworthy vehicles as approved by the Tamil Nadu State Transport Authority and under Applicable Law confirming to rules and regulations prescribed in this respect, from time to time by any other concerned statutory and competent authorities, regarding use of fuel or pollution control or any other modification.
- c) All transport vehicles shall be equipped with a communication network, either two way communication wireless or mobile phone system.
- d) The Concessionaire shall ensure that each transport vehicle is inspected and cleared for use by the Project Officer before they are put into operation, and thereafter at periodic intervals.

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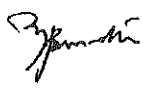
- e) There is no restriction on procuring second hand vehicles or equipment. But in no circumstances shall the age of any vehicle, deployed under the project exceed 5 years. And in no circumstance shall the age of the bins, deployed under this project exceed 1 year. If this stipulation is not adhered to, then such vehicles, equipment or bins shall be construed as non-existent for the purpose of Performance Evaluation. However if the bins, equipments are not in proper usable condition within the above stipulated period above, then the same has to be replaced before the minimum life span mentioned hereinabove.

4. Infrastructure for handling segregated waste


Street corner Bins

Based on the approved technical plan clause of the Micro plan, the Concessionaire shall design, procure and locate street corner bins. The Concessionaire shall also follow the guidelines laid in this schedule.

- a) The street corner bins should be placed consistently within the Concession Area so as to ensure that there is a minimum of one street corner bin set in each square kilometre area. They shall be provided in pairs for Bio-degradable and Non-biodegradable waste. The Grievance Redressal Cell contact nos. shall be clearly displayed on these bins.
- b) The capacity of the street corner bins, in the Concession Area should be arrived at by the Concessionaire after taking into account the quantum of MSW generated in the concerned location within the Concession Area.
- c) The street corner bins could be either produced from high density polythene (HDPE) or should be steel garbage bins made out of steel meeting Bureau of Indian Standards (BIS) specifications.
- d) The material of the street corner bins should be UV stabilized, cold and heat resistant and should also be rodent and animal resistant.
- e) R.C.C platforms for covered community bins for garbage, at large generation centres is to be provided essentially by the Concessionaire.
- f) The parameters for bin selection shall be done in consultation with the Project Officer keeping in mind the capacity required, the type of waste and other area specific needs.


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D) Operation and Maintenance Requirements

Based on the technical plan clause of Micro plan, the Concessionaire shall undertake the Project in compliance with the O&M Requirements laid out in this schedule.

The Concessionaire may refuse to collect biomedical and industrial hazardous waste on becoming aware of it and shall immediately bring it to the notice of the Project Officer .

1. O&M Requirements for the Project

1.1. Infrastructure for handling segregated waste

Pursuant to the Concessionaire's obligations in Clause 6.2.3 of this Agreement, the Concessionaire shall implement the Project in accordance with the O&M Requirements specified herein.

a) Street corner bins

Based on technical plan clause of the Micro plan, the Concessionaire shall operate and maintain the street corner bins to meet the O&M Requirements specified in this clause:

- i) There should be no overflow of MSW from the street corner bins, due to inadequate bin capacity planning or non lifting at scheduled times.
- ii) The street corner bins should be washed/cleaned and disinfected at least once every week. For this purpose an appropriate vehicle with installation of bin washing facility shall be deployed.

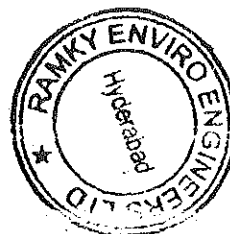
b) Project Facility

Based on the technical plan clause of the Micro plan, the Concessionaire shall operate and maintain the Facility Site to meet the O&M Requirements specified in this clause.

- i) The workers engaged in handling MSW at the Facility Site should be provided with adequate safety gear in the form of uniforms, gloves, masks, aprons and suitable implements, providing a safe working environment as per Good Industry Practice.
- ii) All operations at the Facility Site should be carried out in accordance with Applicable Law.

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- iii) Routine maintenance activities should be carried out at least once every year such that there are no breakages or cracks and the facility structures should be painted at least once every year.

c) **Need for Transfer Station or Transfer Point and its Operations**

i) **Need for Transfer Station**

The bulk carriers collecting garbage shall directly report to the dumping sites since they will carry more than 15 metric tons. In case of the use of small satellite vehicles, the system shall need a transfer point where they can unload in to bulk carriers for further transportation.

ii) **Operations of the Transfer Station**

The transfer station shall be owned by CoC and may be handed over to the Concessionaire for usage during the Concession Period. It will be maintained by the concessionaire.

1.2. **Fleet and logistics infrastructure**

a) **Transport vehicles**

Based on technical plan clause of the Micro plan, the Concessionaire shall operate and maintain the transport vehicles to meet the O&M Requirements laid out in this clause.

- i) Regular Washing/cleaning and disinfection of the transport vehicles
- ii) Compliance with fuel emission norms
- iii) Appropriate uniforms and safety gear to all the drivers and helpers
- iv) The telephone numbers of the Grievance Redressal Cell shall be indicated on all the transport vehicles and repainted as often as required.

1.3. **Mode of Collection**

a) **Work/ Collection timing/ no. of trips, time and frequency**

- (1) The entire collection, segregation and transportation work defined earlier shall be carried out generally during the work timings as below. The collection and segregation of MSW shall be done between 6 a.m. and 6 p.m. everyday. The Concessionaire is free to choose a starting time for each route and the collection point timing as per his convenience

Provided that

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- i) The timing so fixed is specified in advance and is adhered to.
- ii) Any changes in this timing can be bought about only after consultation with CoC.
- iii) Such timing is announced at least a week prior to its implementation, to the residents, commercial establishments, institutions affected by this change.

Provided further that, the Concessionaire may determine the time of operation of the work for performing the work during night hours in busy areas like market areas, bus terminals, shopping areas, busy religiously important places, in consultation with the CoC.

(2) The Concessionaire shall provide the services on all 365 days of the year throughout the concession period or such extended concessionaire.

(3) The Concessionaire can engage rag pickers or make use of the services of rag pickers association for the purpose of segregation of MSW and/or disposal of recyclable material. Such use of services shall solely be at the discretion of the Concessionaire and he is under no obligation to do so.

(4) Dead animals shall be collected at the earliest on being reported but not exceeding 6 hours from the reported period

(5) In case of the roads totally closed for renovation/reconstruction or laying utility etc, the Concessionaire shall convey the situation to Project Officer in writing. The work shall be carried out by parking the vehicle at the nearest accessible place by carrying wheeled containers up to the point and back.

b) Collection and Transportation Standards

(1) The Concessionaire shall ensure that there is no spillage of MSW during transportation to the Transfer station/ dumping ground.

(2) The transportation of MSW shall not be carried out during the peak traffic hours everyday (8:30 AM to 10:30 AM and 5:00 PM to 7:00 PM).

(3) There shall not be any dislocation or removal of covers of the vehicles during transportation, exposing the MSW to the open atmosphere.

(4) The concessionaire shall establish routes for collection of MSW, area wise, along with the timing of each route (start time of collection and projected end time) and also the collection points and likely timing for each collection point for each route. These routes and collection points shall be

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clearly defined and specified in the micro plan with route maps. Any change in the routes and/or collection points shall be notified to CoC, who may recommend change if required, but only after discussions with the Concessionaire.

1.4 Complaint Redressal

- a) Establish infrastructure facilities like office, equipments for handling and managing redressing from the respective Zones assigned to the Concessionaire under this Agreement which shall be sufficiently manned and equipped with all communication facilities to communicate the complaints to the concerned field personnel immediately for taking immediate action.
- b) Timings of the Complaint Redressal Centre operated by the Concessionaire should be from 8 A.M. to 6 P.M. everyday.
- c) The Concessionaire would be required to submit a monthly complaint and redressal record to the Project Officer duly approved by CoC representative with a summary of complaints including number of complaints during the previous month, percentage of complaints addressed in 4 hours, percentage of complaints not addressed in 4 hours and reasons thereof and major unresolved complaints if any.
- d) In case of any dispute, on the redress of complaints the onus of providing shall be with the Concessionaire.

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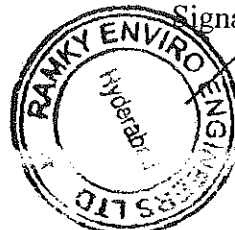
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ANNEXURE - I

| List of places/locations identified in Zone IX for Evaluation of Performance of work of the Concessionaire on visual basis | | |
|--|--|---------|
| Sl.No | Name of the Streets and Location | Remarks |
| 1. | Namachivayapuram (Near Corporation Park) | |
| 2. | Shanmuganar Salai (Near EB Box) | |
| 3. | Annedumpathai (Jn. of Sathyamurthy Street) | |
| 4. | Krishnapuram (Near Virugambakkam Canal) | |
| 5. | Annedumpathai (Near Meenaktchi Kalyanamandapam) | |
| 6. | Jayalakshmpuram (Near Corporation School) | |
| 7. | Jani Basha Street Near Gym | |
| 8. | Azudin Khan Street Near Private High School | |
| 9. | Küppu Muthu Street Junction of Pillayar Koil Street | |
| 10. | Big Street Junction of B.V. (N) Street | |
| 11. | Sydoji Street Junction of Akbar (S) Street | |
| 12. | Big Street Near Hindu High School | |
| 13. | Arunachalam Street Junction of CNK Road | |
| 14. | Surappan Street Junction of Devarajan Street | |
| 15. | Chinnappa Street Junction of Devarajan Street | |
| 16. | Sherfudin Garden Ist Street Junction of Shek Dawood Street | |
| 17. | Shek Dawood Street Junction of Agathi Muthan Street | |
| 18. | Chengalvarayan Street Junction of B.V. (N) Street | |
| 19. | Sunkuwar Street Near M.R.T.S. | |
| 20. | V.R. Pillai Street In front of Old Community College | |
| 21. | Gajapathy Lala Street Near Krishnampet Burial Ground | |
| 22. | Ram Nagar Near Corporation School | |

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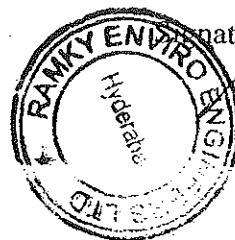


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| 23. | Neelam Basha Dharga Near Lady Wellington School Backside | |
| 24. | Muthiah Street Junction of Chellammal Thottam | |
| 25. | Peria Malayappan Street Junction of Dr. Besant Road | |
| 26. | Begum (S) Street Near Community Hall | |
| 27. | V.M. Street Near Mirsahibpet Market | |
| 28. | Dr. R.K.Salai 9th Street Junction of MGM | |
| 29. | Rotary Nagar Near P.C. | |
| 30. | Krishnapuram Near Deccan Plaza Hotel | |
| 31. | Ganesapuram Near Slum Board P.C. | |
| 32. | Mundakanni Amman Koil Street Near Marriage Hall | |
| 33. | Veeraperumal Koil Street Near Corporation School | |
| 34. | Whites road Near Sea Queen Hotel | |
| 35. | Woods road Jn of G.P. road | |
| 36. | Greams road Near Metro Water Office | |
| 37. | Pathari road Near Dead end | |
| 38. | Kamarajapuram Main road Near P.C Adjacent to Play Ground | |
| 39. | Kamdhar Nagar II nd street Jn of Kamdhar Nagar Main road | |
| 40. | North Mada street Market | |
| 41. | Habbibullah road Jn of Thirumalaipillai-street | |
| 42. | College lane Jn with Anderson street | |
| 43. | Model School road Opp to Div-109 Office | |
| 44. | Aziz Mulk 6 th street Jn of Anna salai | |
| 45. | Moors road Jn of Greams road | |
| 46. | Poes road Jn of Marriappan street | |
| 47. | Varadharajapuram Main road | |
| 48. | Muthaiah street Near Dn-113 Office | |
| 49. | Vijayaraghava Road Near Mambalam Canal | |

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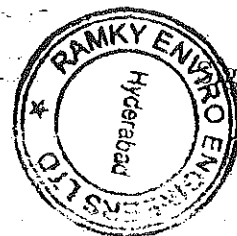


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| 50. | Thomas Road II nd Street Jn of Thomas Road | |
| 51. | Thomas Road Near Thomas Road I St Street | |
| 52. | Nakkiran Nagar Jn of Narasiman I st Street | |
| 53. | South Boag Road Market | |
| 54. | Eldams Road Market | |
| 55. | Thiruvalluvar Salai Near Transformer | |
| 56. | Seethammal Colony Extn. III rd Street Jn of Baruva Nagar | |
| 57. | Bugs Road Near Adyar river | |
| 58. | Radhakrishnapuram Near Canal | |
| 59. | Puliyur Housing Board Near Metro Water Office | |
| 60. | Ganga Nagar Opp. BSNL Office | |
| 61. | Sivan Koil Main Street Jn of Puliyur I Lane | |
| 62. | Paratheeswarar Colony Jn of Paratheeswarar Colony I st Street | |
| 63. | R.A. Puram 4th Main Road at the Jn. of Chaimers Road | |
| 64. | R.A. Puram 6th Main Road at the Jn. of Chaimers Road | |
| 65. | Saradapuram 2nd Street near Corporation Dispensary | |
| 66. | Sathyavani Muthu Nagar near St. Marys Road | |
| 67. | Srinivasa Avenue near sri Vidyalaya School | |
| 68. | Nattan Thottam near P.C. | |
| 69. | P.V. Koil Street Jn Kacheri Road and Bazaar road | |
| 70. | Karaneeswarar Koil Street Jn P.V. Koil street | |
| 71. | Kannilal Street Jn of Bazaar Street and Karaneeswarar Koil St | |
| 72. | Mosque Street near Mosque | |
| 73. | Vanniyampathy | |
| 74. | Thiruvenkadam Street Jn of Venkata Krishna St | |

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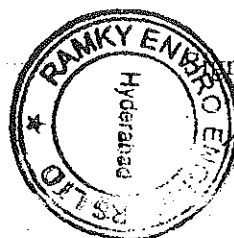
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| 75. | Ist Trust Main Road Jn of South canal bank Road | |
| 76. | Bishop garden Near PSK Salai | |
| 77. | R.K.Nagar 4th cross street Near Kamarajar salai | |
| 78. | 4th trust link street Jn of 1st trust link street | |
| 79. | Sir Madavan Road near Ayyappan Temple | |
| 80. | School Road Jn of Girls Higher secondary school | |
| 81. | Lake Area Main Road Rear Side of Valluvar Kottam | |
| 82. | Prakasam St Opposite to German Hall | |
| 83. | Paul Appasamy St Jn of Habibulla Road | |
| 84. | Thirumoorthy Nagar Main Road near Anjappar Hotel | |
| 85. | Moors St near Sudhandhira Nagar | |
| 86. | Elango Salai Jn of Scheme Road | |
| 87. | Model school road near Corporation P.C. | |
| 88. | Lloyds Road near Geetha Bhavan | |
| 89. | PS Sivasamy Salai near Vivekananda College | |
| 90. | Musiri subramaniam Salai near Isabel Hospital | |
| 91. | Royapetta High road near Sripuram Main Road | |
| 92. | Besant road near Urudu School | |
| 93. | Begam st Jn of VM Street | |
| 94. | Radio Market (Narasigapuram Street) | |
| 95. | Minsara Avenue near T.N.E.B. Office | |
| 96. | South Coovam river road near Adhidhanar salai | |
| 97. | Wallars Road Jn of Singanna (Chetty) street | |
| 98. | West Coovam river Road Jn of Samy (naicken) street | |
| 99. | Zambazar Market | |
| 100. | Pallavan salai Jn of Kendriya vidhyalaya School | |

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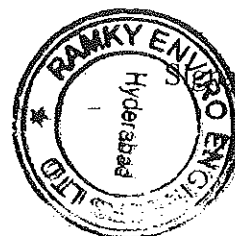
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CHENNAI - 600 003.

**List of places/locations identified in Zone X for Evaluation of Performance
of work of the Concessionaire on visual basis**

| Sl.No. | Name of the Streets and Location | Remarks |
|--------|---|---------|
| 1. | Sivan Koil (Near Kurungaleeswarar Koil) | |
| 2. | Jai Nagar (Near Park) | |
| 3. | Thiruvéethi Amman Koil St. | |
| 4. | Kulasekarapuram (Near Slum) | |
| 5. | Kamaraj Salai (Jn. of Baskar Colony) | |
| 6. | Alwarthiru Nagar (Near Mosque) | |
| 7. | Elango Nagar (Jn. of Errikarai) | |
| 8. | Thangal Salai (Jn. of Errikarai) | |
| 9. | Natesan Nagar (Jn. of Errikarai) | |
| 10. | Radhakrishnan Street Near Door No.23/2 | |
| 11. | Lakshmikanthan Street Near Door No.5 | |
| 12. | Singaram Street Near Door No.6 | |
| 13. | Rajabather Street Near Door No.64 | |
| 14. | Pinjalsubramanian Street Near Door No.36/40 | |
| 15. | Rangan Street Near Door No.34 | |
| 16. | Ramanathan Street Near Door No.20/21 | |
| 17. | Natesan Road Near Door No.2/39 | |
| 18. | Guild Street Jn of Natesan Street | |
| 19. | Guild Street Jn of Madley Road | |
| 20. | North Mada Street Near Vadapalani Andavar Koil Back Side | |
| 21. | Amman Koil Street Jn of Mosque Street | |

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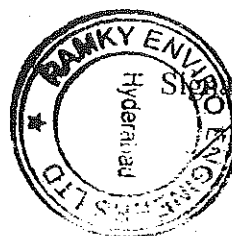


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| 22. | Rajangamathyaveethi Near P.C | |
| 23. | Gangaiamman Koil Street Near Swimming pool | |
| 24. | Alagiri Nagar 5th Street Jn of Karumariyamman Koil Street | |
| 25. | Annaji Nagar Near Play Ground | |
| 26. | Vembuliamman Koil Street Near Ceremony Hall | |
| 27. | Annaisathya Nagar Main Road Near City Limit Location | |
| 28. | Kannu Nagar Jn of Moogambigai Street | |
| 29. | Pillayar Koil Street Near Ambedkar Statue | |
| 30. | Kumaran Colony 5th Street Jn of Depot Main Road | |
| 31. | Canara Bank Colony Near Transformer | |
| 32. | VGN Street Near Vadapalani Temple land | |
| 33. | Sathyamurthi Street Near Ration Shop | |
| 34. | Duraiarasan Street Near E.B Office | |
| 35. | Muthalamman Koil Street Jn of Naickammar Street | |
| 36. | Kasikulam Near PC | |
| 37. | Baroda Street Jn of Railway Border Road | |
| 38. | 57th Street Jn of 10th Avenue | |
| 39. | Aziz Nagar I Street Jn of Aziz Nagar Main Road | |
| 40. | Baskara Street Jn of Nagarjuna Nagar II nd Street | |
| 41. | Sathiyapoori Street at the Dead end | |
| 42. | Sathyanarayana Street Jn of Kuppaiya Street | |
| 43. | Lake view Road Infront of Health Centre | |
| 44. | Railway Bordar Road infront of BSNL Office | |
| 45. | Central Avenue Near Transformer Jn of Station view Road | |

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| | | |
|-----|--|--|
| 46. | Akbarabad II nd Street Jn of Station view Road | |
| 47. | Viswanathapuram Main Road Opp. to Ragavendra KalyanaMandapam | |
| 48. | Dr.Ambedkar Road Near Corporation Kalyana Mandapam | |
| 49. | Railway Bordar Road Near Railway Quarters Aullem Church. | |
| 50. | Kamaj Salai Near Reserve Bank Quarters | |
| 51. | Kannappa Salai Jn of 16th Avenue | |
| 52. | 18 th Avenue Jn of 92 nd Street | |
| 53. | 7th Avenue Jn of 46th Street | |
| 54. | Pudur Ist Street Jn of 2nd Avenue | |
| 55. | R.K. Shanmugam Salai Jn. of 1st Sector 1st Street | |
| 56. | Choolai Pallam - Pugazhendhi Street Extn. | |
| 57. | Venkatraman Salai Jn. of Durgaiamman Koil Street | |
| 58. | 13th Sector 83rd Street Jn. of S.O.B. Salai | |
| 59. | Valluvar Street Jn. of Pillaiyar Koil Street | |
| 60. | Pillaiyar Koil Street near Police Booth | |
| 61. | K.K. Road Jn. of Ma.Po.Si. Street | |
| 62. | K.K. Road Jn. of Pulithevan Street | |
| 63. | K.K. Road Jn. of Kattabomman Street | |
| 64. | K.K. Road Jn. of Periyar Street | |
| 65. | Pari Nagar Jn. of Cholan Street | |
| 66. | Appadurai Street Jn. of Kannammal Street | |
| 67. | Gangaiamman Koil Street Jn. of S.V.Chidambaram Salai | |
| 68. | V.S.M. Garden Street near St. Mary's School | |
| 69. | R.R. Colony 4th Street Jn. of Sakunthala Street | |

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SUPERINTENDING ENGINEER
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CORPORATION OF CHENNAI,
CHENNAI - 600 003.



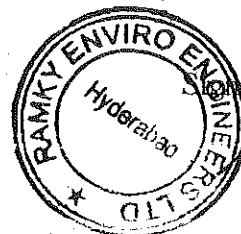
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Signature of the Bidder

| | | |
|------|---|--|
| 95. | Kothawalchavadi Street near Tenement | |
| 96. | Rangabashyam Street Jn. of Vaaniyar Street | |
| 97. | Othavadai Street near Temple | |
| 98. | Karaneeswarar Koil Street near Rly. Stn. Entrance | |
| 99. | Brahmin Street next to Kalyana mandapam | |
| 100. | Brahmin Street near Transformer | |

| List of places/locations identified in Zone XIII for Evaluation of Performance of work of the Concessionaire on visual basis | | |
|--|--|---------|
| Sl. No | Name of the Streets and Location | Remarks |
| 1. | Naidu Street Opp. Vegetable Shop | |
| 2. | Ponnamman Koil Street Opp. Mannappa St. | |
| 3. | Lake View Road near Playground | |
| 4. | Vandikaran Street near Kala Flats | |
| 5. | Sriram Nagar near Deva Samath | |
| 6. | Kottur Garden 4th Main Road Extension Jn. of River View Road | |
| 7. | Cannal Bank Road - Kottur puram Railway Station | |
| 8. | Cannal Bank Road - Opp. To TNSCB tenements | |
| 9. | Ferry Road Near burial ground | |
| 10. | Sardhar Patel Road- Gandhi Mandapam | |
| 11. | Gandhi Mandapam Road-Anna Centenary Library | |
| 12. | Mount Road - Guindy Railway Station | |
| 13. | Jawaharlal Nehru Salai - Olimpic Tech. Park | |
| 14. | Ambal Nagar Ekattuthangal | |
| 15. | Decon Chronical Office-Sidco Estate-Guindy | |
| 16. | VIRTUSA - Jawaharlal Nehru Salai | |

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CORPORATION OF CHENNAI
CHENNAI - 600 003.

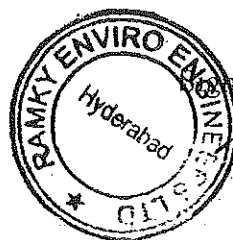


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Signature of the Bidder

| | | |
|-----|--|--|
| 17. | Race Course Road Near Guindy Railway Station | |
| 18. | Velachery Main Road - Check Post | |
| 19. | Velachery Main Road - Nehru Nagar | |
| 20. | Vandikaran Street next to Govt. Automobile Shop | |
| 21. | Vandikaran Street - opp. to Mosque colony Drain | |
| 22. | Model Hutment road | |
| 23. | CIT Nagar Model Hutment road lane | |
| 24. | Chithra Nagar, slum clearance Board | |
| 25. | Kalikundram | |
| 26. | Pallipattu | |
| 27. | R.K.Nagar 2nd Main Road | |
| 28. | Thiruvengadam Street | |
| 29. | East Circular Road | |
| 30. | IIT Campus | |
| 31. | Velachery Bye Pass Road Near Church | |
| 32. | Kamarajpuram | |
| 33. | Gokulam Colony | |
| 34. | Link Road Complete | |
| 35. | 29th Cross street, Indira Nagar at near side of CPS | |
| 36. | Indira Nagar 3rd Main Road jn of Indira Nagar 2nd Avenue | |
| 37. | Indira Nagar 3rd Main Road jn of 11th Cross Street | |
| 38. | Indira Nagar 4th Main Road near CPWD Quarters | |
| 39. | K.B.Nagar 3rd Main Road jn.of 2nd Cross Street | |
| 40. | Anna Avenue jn.of K.B.Nagar 1st Cross Street | |
| 41. | K.B.Nagar 3rd Cross Street jn. of Kamaraj Avenue | |
| 42. | Kamaraj Avenue 2nd Street jn.of Bakthavatchalam Nagar | |

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CHENNAI - 600 003.

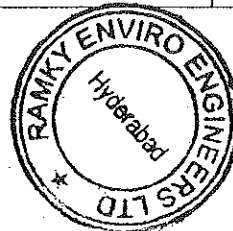


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Signature of the Bidder

| | | |
|-----|--|--|
| 43. | Kamaraj Avenue jn.of K.B.Nagar 3rd Cross Street | |
| 44. | Indira nagar 13th Cross Street jn.of Arangannal Salai | |
| 45. | K.B.Nagar 1st Main Road near Hero Honda Shop | |
| 46. | Indira Nagar 2nd Main Road near Hindu School | |
| 47. | Canal Bank Road near K.B.Nagar 5th Main Road | |
| 48. | Arunachalapuram Main Road jn.of Arunachalapuram 2nd Street | |
| 49. | Sastri Nagar 11th Cross Street jn.of 12th Cross street | |
| 50. | Sastri Nagar 7th Cross Street jn.of Ellaiamman Koil Street | |
| 51. | Sastri Nagar 1st Avenue opp to Corporation Bank | |
| 52. | Sastri Nagar 9th Lane jn.of Muthulakshmi Salai | |
| 53. | Besant Nagar 16th Cross Street jn.of. Besant - Nagar 3rd Main Road | |
| 54. | Besant Nagar 2nd Main Road jn.of 6th cross street | |
| 55. | Sastri Nagar 3rd cross street jn.of Sastri Nagar 1st Cross Street | |
| 56. | Damodarapuram jn.of.Venkateswara Nagar | |
| 57. | TNHB, Anugu Salai, Marudhupandi Salai | |
| 58. | A.G.S Colony 1st Street | |
| 59. | Andal Nagar 1st Cross Street | |
| 60. | TNHB 1st main road | |
| 61. | TNHB 3rd main road | |
| 62. | TNHB 3rd Avenue | |
| 63. | A.G.S. Colony 1st Main road | |
| 64. | Vijaya Nagar 5th, 6th & 7th Main road | |
| 65. | Ram Nagar 1st, 2nd, 3rd Main road | |
| 66. | Baby Nagar | |
| 67. | Tansi Nagar 16th Street | |
| 68. | Tansi Nagar 12th Street | |

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CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder

| | | |
|-----|---|--|
| 69. | Dhandeeshwaram 3rd Main Road | |
| 70. | Dhandeeshwaram 4th Main Road | |
| 71. | Kamaraj Nagar 1st Main Road jn of West Avenue | |
| 72. | 2nd West Street, Kamaraj Nagar jn.of West Avenue | |
| 73. | Kamaraj Nagar 2nd Main Road jn of Kalkikrishnamurthy Salai | |
| 74. | Thiruvalluvar salai, near Bhavani Amman Temple | |
| 75. | Pammal Nallathambi street near Corporation Dispensary | |
| 76. | Kanagam pillayar Koil street, jn.of Anna Street | |
| 77. | Nehru Street, Kanagam near NNMP Shed | |
| 78. | Taramani 100 ft Road jn.of Erikkarai salai | |
| 79. | Taramani 100 ft Road near Church | |
| 80. | Perumal Koil Street, Taramani near CPS | |
| 81. | Peeliamman Koil Street Taramani jn.of Mariamman Koil Street | |
| 82. | Kanagam Anna Street, near Modern Bread Company | |
| 83. | 7th Avenue Near Velanganni Church | |
| 84. | 7th Avenue Opp. Ponnusamy Hotel | |
| 85. | Ashtalakshmi Garden | |
| 86. | Kamaraj Street Near P.C | |
| 87. | Muthulakshmi Street Near Corporation Gym | |
| 88. | Kalakshetra Main Road Near Atrium | |
| 89. | Dr. Radhakrishnan Nagar Main road Jn. of Sivagamipuram | |
| 90. | 18th East street, Kamaraj Nagar | |
| 91. | South Avenue, Jn of 19th East Street | |
| 92. | East Coast road Jn. of Rajaji Nagar Main road | |
| 93. | AIBEA Nagar Dharmampal Street | |
| 94. | Chinakulam Street Jn. of Mettu Street | |

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CORPORATION OF CHENNAI,
CHENNAI - 600 003.

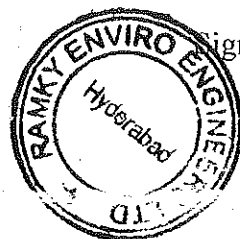


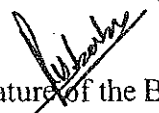
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Signature of the Bidder

| | | |
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| 95. | South Mada Street in front of Punjab National Bank | |
| 96. | Thiruveethiamman Koil Street Near Dispensary | |
| 97. | Thiruvanmiyur Kuppam Beach Near New Fish Market | |
| 98. | 1st Seaward road near TNHB Complex | |
| 99. | Thiruvalluvar Nagar 1st-Avenue Jn. of 3rd Main road | |
| 100. | Kurinji Appartments, Thiruvalluvar Nagar | |



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CORPORATION OF CHENNAI,
CHENNAI - 600 005.




Signature of the Bidder

ANNEXURE - II

| PART II | | QUALITY PERFORMANCE | | | |
|--|---|-----------------------|-------------------------|--------------------|--------------------|
| DAILY EVALUATION SHEET | | | | DATE: | |
| Evaluation of the photographs taken by the hand held device and from the already arrived and surprise locations/places | | | | | |
| Sl No | Description | No.of places assigned | No.of places found good | Weightage assigned | Weightage obtained |
| 1 | A) Road sweeping activity | | | 20 | |
| 2 | B) Clearance of bins | | | 20 | |
| 3 | C) Cleanliness around bins | | | 15 | |
| 4 | D) Condition of the bins | | | 15 | |
| 5 | E) Spraying of disinfection (lime /bleaching powder | | | 15 | |
| 6 | F) Uniform of the staff | | | 15 | |
| TOTAL | | | | 100 | |
| Operation Manager of the firm - | | | Conservancy Inspector | | |

Assist Exe Engineer Unit-


[Signature]
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 CHENNAI - 600 003.

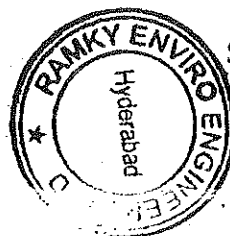


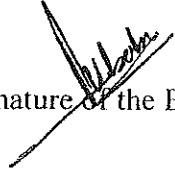
[Signature]
 Signature of the Bidder

ANNEXURE - IIIPART III

| QUALITATIVE DAILY PERFORMANCE EVALUATION SHEET | | | | | | | | | | | | | DATE- | |
|---|---|---------------------------------------|----------|----------|--------|----------|--|--------|----------|----------|--------|--------------------|--------------------|----------------------|
| SINo | Description | AM | | | PM | | | Night | | | Total | | Weightage assigned | Weightage obtained * |
| | | Target | Deployed | Shortage | Target | Deployed | Shortage | Target | Deployed | Shortage | Target | Deployed | | |
| 1 | A) Vehicle deployment for collecting MSW from door steps | | | | | | | | | | | | 15 | |
| 2 | B) Vehicle deployment for collecting MSW from community bins (Compactor Vehicle) | | | | | | | | | | | | 15 | |
| 3 | C) Equipments engaged in Transfer Station (Grapler and Loaders) | | | | | | | | | | | | 15 | |
| 4 | D) Vehicle deployment for transporting the MSW from Transfer station to Land fill | | | | | | | | | | | | 15 | |
| 5 | E) Manpower Deployment | | | | | | | | | | | | 20 | |
| SINo | Description | Complaints recd from 6.00AM to 6.00AM | | | | | Complaints redressed within four hours | | | | | Weightage assigned | Weightage Obtained | |
| 6 | F) Public Complaints (as found in 8.2. b of Agreement) | | | | | | | | | | | 20 | | |
| TOTAL | | | | | | | | | | | | 100 | | |
| The reason for non redressal of a complaint if any, the concessionaire should take it to the notice of the Zonal officer with specific reasons for the non redressal and the Zonal officer is the final authority to waive penalty if it is found justifiable | | | | | | | | | | | | | | |


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 CORPORATION OF CHENNAI,
 CHENNAI - 600 003.




 Signature of the Bidder

| | |
|---------------------------------|-----------------------|
| Operation Manager of the firm - | Conservancy Inspector |
| Assistant Exe Engineer Unit- | |

* Weightage obtained = Weightage assigned x (deployed / target)

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CHENNAI - 600 003.



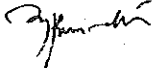
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Signature of the Bidder

Annexure VI

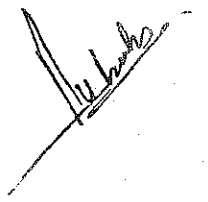
Illustration of the Payment working sheet illustration for a particular day say 25.02.2012

The following is the step by step calculation of the payment arrived for a single day. If a Concessionaire A, does work on 25th February 2012, for a tipping fee of Rs.800/-, and 1200 MT of MSW is collected in a city B, the calculation will be done as follows:

| | | |
|--|---|--|
| Total MSW collected & disposed at Landfills on 25.02.2012 | : | 1200 MTs |
| Assuming Rate per ton | : | Rs.800/- |
| Amount to be paid | : | 1200 x 800 = Rs.9,60,000/- |
| Part I payment 50% of the total | = | (Tipping fee x TPD) x 50/100 = Rs.4,80,000/- |
| 25% of Rs.9,60,000/- is set for Quality performance (Visual) i.e | : | Rs.2,40,000/- |
| Weightage obtained as per calculations in Annexure II | : | 96% |
| Net payment out of 25% of Rs.9,60,000/- (1 st part) | = | Rs.2,40,000 x (96 /100) = Rs.2,30,400/- |
| 25% of Rs.9,60,000/- is set for quality performance on vehicle & equipment deployment, manpower and response to public complaints. | = | Rs.2,40,000/- |
| Weightage obtained as per Calculations in Annexure III | = | 92% |


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 CHENNAI - 600 003.





= Rs.2,40,000 x (92/100) = 2,20,800/-
 = Rs.4,80,000 + 2,30,400 + 2,20,800
 = Rs.9,31,200/-
 = Rs.9,31,200/-

Gross admissible amount on 25.02.2012

Major Penalties on 25.02.2012

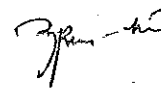
- 1) Penalty for failure to register public complaints : 0.5%
- 2) Penalty for vehicle found carrying debris : 2.0 %
- 3) Penalty for failure to provide uniform to workers : 0.5%

Minor Penalties on 25.02.2012

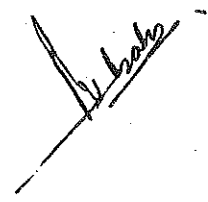
- 1) Penalty for failure to keep the vehicles / equipment well painted : 0.25%
- 2) Penalty for failure to maintain attendance registers / musters : 0.25%
- Total penalty percentage : 3.5%

= Rs. 32,592/-
 = Rs. 8,98,608/-

Net amount payable before deducting tax and retention amount

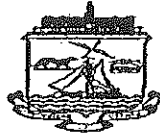

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 CORPORATION OF CHENNAI,
 CHENNAI - 600 003.





S.W.M.C.No.A7/2860/2011

CORPORATION OF CHENNAI
SOLID WASTE MANAGEMENT



REQUEST FOR PROPOSAL


Selection of Private Operator
for collection, segregation, transportation and disposal of Municipal Solid Waste in
the proposed new Zones IX, X and XIII of
Corporation of Chennai

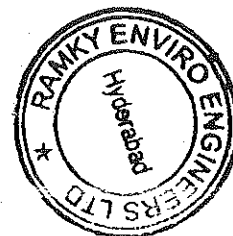
(Two Cover System)

Superintending Engineer,
Solid Waste Management

Price:Rs.16,875/- (Rupees Sixteen Thousand Eight Hundred Seventy Five only)
Inclusive of Plus S.T.at 10% and SC on ST @ 5%

(THIS TENDER DOCUMENT IS NOT TRANSFERABLE)


SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI
CHENNAI - 600 003.





COC Notice inviting Bid:

Project Name:

Invitation of tenders for selection of Private-operator for collection, segregation, transportation and disposal of Municipal Solid Waste in the proposed New Zones IX, X and XIII, for Seven Years.

Scope of the Work :

The generation of MSW in the above three zones will be around 1500 MT per day. Further details like area, population etc., can be found in RFP document.

Consideration:

The Corporation of Chennai intends to a pay tipping fee per tonne basis for the MSW collected and disposed by the tenderer as quoted and agreed by the tenderer for the first year as per the RFP conditions. There will be an escalation of tipping fee by 5% on the first year tipping fee for every subsequent years.

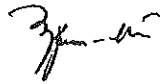
Bid Documents – How to Get :

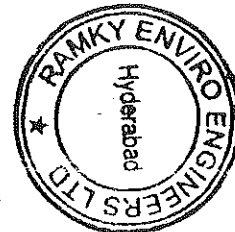
RFP documents can be obtained from the Tender Sales Counter situated at the Ripon Buildings, Chennai-600 003, on payment of cost of the RFP document a sum of Rs.16,875/-(Rupees Sixteen Thousand Eight Hundred and Seventy-five Only) by means of Crossed demand draft drawn and payable at Chennai in favour of Commissioner, Corporation of Chennai.

RFP documents can also be downloaded from www.tenders.tn.gov.in and www.chennaicorporation.gov.in at free of cost.

Who can apply:

The bidders can be either (a) A single Business Entity i.e. a company which is registered in India under the provisions of Indian Companies Act, 1956 or under equivalent law outside India (or)


SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.





(b) A consortium of Business Entities a body Corporate formed by means of a specific government statute in India. The total number of members of consortium shall not be more than three.

| S.No. | Type of Bidder | Requirement | | |
|-------|------------------------------|---|--|---|
| | | Technical | Financial | Instructions |
| 1 | A body Corporate | Experience in handling 600 MT of MSW per day as described in the RFP | Rs.50 crore annual turnover for 3 years in the last Five financial years | Certificate to be furnished as described in the RFP |
| 2 | Consortium of Body Corporate | The Lead Member shall have the Experience in handling 600 MT of MSW per day as described in the RFP | Any member of the consortium shall have Rs.50 crore annual turnover for 3 years in the last Five financial years | Certificate to be furnished as described in the RFP |

Earnest Money Deposit:

Bidders shall enclose Earnest Money Deposit(EMD) by means of crossed Account Payee demand draft or pay order in favour of Commissioner, or irrevocable Bank Guarantee obtained from the scheduled bank situated in Corporation of Chennai limit, for a sum of Rs.1,00,00,000/-(Rupees One Crore) along with RFP. If the tenderer fails to enclose the EMD along with his tender, his tender will be summarily rejected.

Important Dates :

Last Date for sale/downloading of RFP is 12.10.2011 till 3.00 pm

Last date for submission of RFP 14.10.2011 at 3.00 PM

Opening of RFPs on 14.10.2011 at 3.15 PM

For Communication ?

Any further clarifications may be had from the Superintending Engineer, Solid Waste Management, Corporation of Chennai, Ripon Buildings, Chennai-600 003.

Superintending Engineer
Solid Waste Management
Corporation of Chennai

[Handwritten Signature]

SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI 600 003.



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Tender Document

" Selection of private Operators for
Conservancy Operation 2012 -2019 "

TECHNICAL BID

Corporation of Chennai
Solid Waste Management

NAME OF THE WORK : Selection of Private Operator
for collection, segregation,
transportation and disposal of
Municipal Solid Waste in the proposed
new Zones IX, X and XIII of
Corporation of Chennai

E.M.D.AMOUNT : Rs 1 crore of Bank Guarantee
(unconditional irrevocable) from
Schedule Bank in Chennai or Bankers
Cheque or Demand Draft as given in
article 4.2.0

PERIOD OF DOWN LOADING OF BID
DOCUMENT : UPTO 3:00 PM, 12.10.2011

DATE AND TIME OF PRE
BID MEETING : 01.10.2011 AT 11.00 AM

LAST DATE AND TIME : DATE 14.10.2011 TIME : 3.00 PM
FOR RECEIPT OF BID

TIME AND DATE OF
OPENING OF
TECHNICAL BID : DATE 14.10.2011 TIME : 3.15 PM

PLACE OF OPENING OF
TECHNICAL BID : Office of the Superintending Engineer,
Solid Waste Management
Corporation of Chennai
Ripon Buildings,
Chennai 600 003.

OFFICER INVITING BIDS : Superintending Engineer,
Solid Waste Management
Corporation of Chennai
Ripon Buildings,
Chennai 600 003.

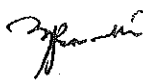

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SOLID WASTE MANAGEMENT DEPT,
CORPORATION OF CHENNAI
CHENNAI - 600 003



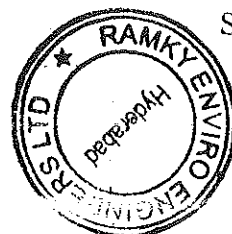


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[Signature]

SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI
600 003.



Signature of the Bidder

[Signature]

CHECK LIST FOR SUBMISSION OF BID

Bidder shall check the submission of relevant details and documents as mandated in the tender document, before submission of bids.

| Sl. No. | Compliance criteria as per clause | Details | Check |
|---------|-----------------------------------|---|----------|
| 1 | 4.2.0 | Earnest Money Deposit Whether Earnest Money Deposit of Rs.1 crore put to tender in the form of Banker's cheque, Demand Draft enclosed? (EMD may also be submitted in the form of Bank Guarantee from any Scheduled Bank or Nationalised Bank) situated within the territorial limits of Corporation of Chennai. | YES / NO |
| 2 | 8.1.1 to 8.1.3 | Whether Proof for having handled M.S.W Collection and Transportation for any three years in the past Five years (2006-07 to 2010-11) enclosed?. [Bidder should submit the experience certificates for the above] | YES / NO |
| 3 | 8.1.4 | Whether Proof for having an annual minimum financial turnover of not less than Rs.50 crores for any three years in the past Five years (2006-07 to 2010-11) enclosed? | YES / NO |
| 4 | 8.1.2 | Whether proof for having satisfactorily performed the conservancy operation of handling not less than 600 MTs per day under a "single agreement" in any Urban Local Bodies in India or Abroad | YES/NO |
| 5 | 9.0.0. to 9.1.7 | Whether all the Performance Certificate are Notarized? | YES/NO |
| 6 | 7.0.0 | Whether the proof/details of availability of Contractor's Major Equipments proposed for carrying out the works enclosed? | YES/NO |
| 7 | 4.1.1 | Whether the latest TIN return enclosed ? | YES / NO |
| 8 | 5.1.1 (vii) | Whether the proof of MoU is enclosed if the bidder is a consortium ? | YES / NO |
| 9 | 5.1.1 | Whether Power of attorney / Authorization for | |
| | | •Persons signing the Tender enclosed? | YES / NO |
| | | •For Partner – in- charge if any, enclosed? | YES / NO |

[Signature]

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CHENNAI - 600 003.**



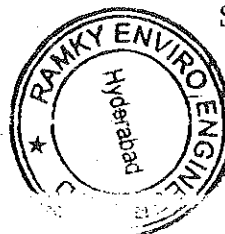
Signature of the Bidder

[Signature]

| | | | |
|----|-----------------------------|---|---|
| 10 | As already shown | <p>Whether Qualification Information are annexed in the prescribed forms ?</p> <p>Performance Certificate</p> <p>Financial Capability Certificate</p> <p>Details of Technical Personnel under Regular Employment with the applicant</p> <p>Initial Plan of Action</p> | <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> |
| 11 | All pages | Whether the bidder has signed in all the pages of the tender document? | Yes /No |
| 12 | <p>4.0.0.</p> <p>17.0.0</p> | <p>Sealing and Marking of Bids in case of manual submission</p> <p>a. Whether the cover containing EMD, VAT clearance certificate, qualification and information etc., has been super scribed as "Technical Bid"?</p> <p>b. Whether the other cover containing the duly filled in tender schedule is super scribed as "Price Bid"?</p> <p>c. Whether the bids are put in 2 separate covers and outer cover is sealed?</p> <p>d. Whether both these covers are put in a single big envelope and bear the following identification:</p> <p style="text-align: center;">Selection of Private Operator for collection, segregation, transportation and disposal of Municipal Solid Waste in the proposed new Zones IX, X and XIII of Corporation of Chennai Bid Reference No.SWM.C.No.A7/2860/2011 DO NOT OPEN BEFORE 3.15 P.M. ON 14.10.2011</p> | <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> |

Disclaimer: This Check list is only illustrative and not exhaustive. Hence, the bidder is requested to go through the entire Document and submit all relevant documents and details.

[Signature]
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CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder


[Signature]

Disclaimer

The information contained in this Request for Proposal ("RFP") document and subsequent information provided to Bidders, in documentary form by Superintending Engineer, Solid Waste Management Corporation of Chennai (referred to as "CoC"), on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided will form part of this RFP. This RFP document is not an agreement and is not an offer or invitation by the CoC to any other party. The purpose of this RFP document is to provide interested parties with maximum accurate information to assist the bidders to formulate their Proposal. However, bidders are required to make their own verification and necessary tests and analyses about the information provided in this RFP document.

This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and even though every effort is made to ensure the accuracy of the information provided from the welfare angle of the public administration, it is not in the ambit of the CoC to consider the investment objectives, financial situation and particular needs of each bidder or any of his employees or associates reading or using this RFP document. Each Bidder should conduct his own due diligence, investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Since it is the duty of the CoC to provide outline of the bid requirements the data are made available and the intension is to facilitate bidding process, therefore it is made clear that CoC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and concerned with any matter deemed to form part of the RFP Document, the award of the Project, the information and any other information supplied by CoC or otherwise arising in anyway from the selection process.

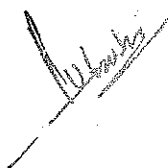
CoC, will select the bidder through competitive bidding process and issues this Request for Proposal (RFP) Document to all the interested parties ("Bidders"). Bidders are now required to submit detailed proposals as per the provisions of this RFP document ("Proposals"). It is expected from them that before they tend to quote any price, they understand the evaluation mechanism designed and conduct a pre-study to arrive upon the most perfectly worked out price. The bidders are requested to go through this RFP and Agreement document very carefully clause by clause in order to understand the process in totality rather than in parts. It is hereby informed that despite being careful to pack the data in totality in order to avoid repetition salient points are given in one relevant place only.



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CORPORATION OF CHENNAI,
CHENNAI 600 002



Signature of the Bidder



The prospective Bidder will be responsible for all obligations to its staff, their payments, complying with all labour laws including but not limited to Minimum wages Act, Equal Remuneration Act and Contract Labour (Abolition and Regulation) Act and any other Act relevant for the working of the bidder's staff. Under no circumstances, CoC will be responsible for any non-compliance with statutory requirements of the bidder's staff. But at the same the bidders are responsible to indemnify the CoC for any loss or damage or expenses sustained or incurred by the CoC for non-compliance of any of the provisions of any law by bidder.

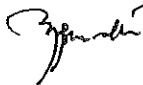
Corporation of Chennai

1.0.0 INTRODUCTION

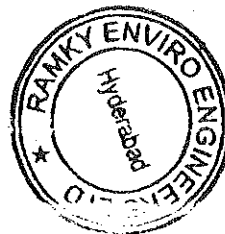
1.1.0 Background

- 1.1.1 Chennai, the capital City of Tamil Nadu, is located at 13°05' North Latitude and 80°17' East Longitude, on the shoreline of Bay of Bengal. It is on the southeast coast of India in the northeast of Tamil Nadu on the flat Eastern Coastal Plains. Two rivers meander through Chennai, the Cooum River through the centre and the Adyar River to the south. There is one canal "Buckingham canal" running south to north.
- 1.1.2 Corporation of Chennai, with its head quarters at Ripon Buildings, Chennai-600 003 is a Statutory Body created under Madras City Municipal Corporation Act, 1919 and a local body within the meaning of the Municipal Solid Waste (Management & Handling) Rules, 2000 and responsible to implement the provisions of the same in so far as they are responsible under it.
- 1.1.3 CoC is at present carrying out Municipal Solid Waste (MSW) collection comprising segregation of MSW, Door to door collection of MSW, sweeping of roads, providing community waste storage bins, transportation of MSW and disposal of MSW to the disposal sites through a private agency major portion of which falls within CoC's territorial jurisdiction in the proposed Zone IX, X and XIII. The period of present contract is scheduled to conclude by 31.12.2011.
- 1.1.4 The CoC is desirous of continuing this private contract system in MSW collection work and therefore proposed to call for bids from the prospective bidders for carrying out this work in whole of proposed new zones IX, X and XIII. The approximate generation of MSW in these new zones is as follows.

| | | |
|-----------|-----|------------|
| Zone IX | 530 | MT per day |
| Zone X | 525 | MT per day |
| Zone XIII | 425 | MT per day |



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1.1.5 The details about proposed new Zones 9, 10 and 13 are follows:

| S.No | Description | Details | Zone 9 | Zone 10 | Zone 13 |
|------|--|-------------|--|---|---------------------------|
| 1 | Total Wards | Nos | 18 | 16 | 13 |
| 2 | Total Area | Sq.km | 25.19 | 22.40 | 40.36 |
| 3 | Population | lakhs | 7.20 | 7.00 | 5.66 |
| 4 | House-holds as per 2011 census | lakhs | 1.66 | 1.53 | 1.17 |
| 5 | BRR Roads | Nos | 113 | 93 | 56 |
| 6 | BRR Length | Kms | 69.439 | 47.01 | 48.44 |
| 7 | IRR Roads | Nos | 1582 | 2391 | 26.56 |
| 8 | IRR Length | Kms | 319.294 | 381.60 | 398.34 |
| 9 | Daily generation (approx) Population x 0.5 to 0.75 kg/per person | Metric Tons | 530 | 525 | 425 |
| 10 | Location of the transfer station | ----- | Behind All India Radio, Karaneeswarar Pagoda St. Mylapore. | At Kodambakkam High Road opp. to Valluvarkottam | At Alandur Road, Saidapet |
| 11 | Location of the Lorry Station Heavy Vehicle Maintenance Yard | | Lloyds Colony, Royapettah | Junction of Nungambakkam High Road and Valluvar Kottam Road | Anna Salai, Saidapet |
| 12 | Admin off | | At Lloyds Colony, Royapettah | | |

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CHENNAI 600 003.



Signature of the Bidder

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- 1.1.6 The places of importance which requires special attention and the places wherein the conservancy activity should also be made in the night apart from the morning and afternoon shifts. But need not be restricted to the following places.

| Zone No | Certain important places which needs Special attention | Certain main roads, Bus Route Roads and markets identified for Night conservancy apart from the day cleaning activity |
|----------------------------|--|---|
| New Zone 9 | Parthasarathy Temple | Nungambakkam |
| | Big mosque | T.Nagar |
| | Wallajah Road & MLA Hostel | Triplicane |
| | Zambazaar market | Royapettah |
| | Adam market | Mylapore |
| | Gopalapuram | kodambakkam |
| | Chinthadripet market | Anna Salai |
| | Lloyds road(Avvaishanmugam salai)Market | |
| | B.V.(Naidu)Street market | |
| | Dr.Radhakrishnan salai | |
| | Marina Beach & Service road | |
| | Kamarajar salai | |
| | Royapettah Hospital | |
| | K.G.Hospital - Bells road | |
| | Mirsahibpet market | |
| | Anna Salai(Movie Hall complexes) | |
| | Madras University, PWD, Ezhilagam | |
| | Chidambaram stadium (MAC) | |
| | Ayodhya kuppam | |
| | Nadu kuppam | |
| Krishnampet slum | | |
| Mylai Kapaleeswarar Temple | | |
| Thanneerthurai market | | |

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Signature of the Bidder

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| Zone No | Certain important places which needs Special attention | Certain main roads, Bus Route Roads and markets identified for Night conservancy apart from the day cleaning activity |
|-------------|--|---|
| New Zone 10 | Sri Murugan temple - vadapalani | Vadapalani |
| | Ranganathan street | Virugambakkam |
| | Usman raod(North & South) | Kodambakkam |
| | Madley road | Ashok Nagar |
| | 100' road - Ashok pillar | Koyampedu |
| | Pondy Bazaar market area | Saidapet |
| | Arcot road - Market area | |
| | Mambalam railway station - both side | |
| | Teynampet area | |

| Zone No | Certain important places which needs Special attention | Certain main roads, Bus Route Roads and markets identified for Night conservancy apart from the day cleaning activity |
|-------------|--|---|
| New Zone 13 | Besant nagar Ashtalakshmi koil | Adyar |
| | Besant nagar Beach | Guindy |
| | Sardar Patel road | Velachery |
| | Marudeeswarar temple ,Thiruvanmiyur | Thiruvanmiyur |
| | Velacheri | Besant Nagar |

1.2.0 Bidding Process.

1.2.1 The Project title:

The CoC now invites bids from the prospective bidders those who are eligible to bid as per the conditions of this RFP document for the above work for a concession period of Seven Years on design, commission, operate, and maintain basis. The associated functions are collection, segregation, transportation of MSW in the proposed Zone IX, X and XIII and disposing the same at the designated disposal site in a time bound manner.

1.2.2 Number of Bid and Package:

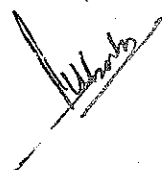
The bidder shall submit only one bid for all the three Zones in this single package contract. It should be duly signed in all the pages as a token of their acceptance of the terms and conditions of the RFP document with one Technical Bid and another Price Bid separately as per two cover system.



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CHENNAI - 600 003.



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1.2.3 In the case of a Consortium formed as per the conditions discussed in article number 5 of this RFP document the following conditions apply,

Any bidder/member of Consortium, who submits or participates in more than one Proposal, shall be disqualified and shall also cause disqualification of all the proposals in which such Bidder/member of Consortium has participated.

1.3.0 Cost of Bidding

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

2.0.0 Schedule of Bidding Process

2.1.0 The following is the bidding schedule which is subject to change by the CoC.

| No. | Event Description | Date |
|-----|--|------------|
| 1 | Site Visit for interested Parties | 19.09.2011 |
| 2 | Last Date for submission of queries | 26.09.2011 |
| 3 | Pre-bid meeting at the Conference Hall in Golden Jubilee Hall at Rippon Buildings, Chennai | 01.10.2011 |
| 4 | CoC's response to the queries | 10.10.2011 |
| 5 | Last date(Due date) for submission of Bids at 15.00 hours(03.00 pm) | 14.10.2011 |
| 6 | Opening of Bids at 15.15 hours Qualification submissions | 14.10.2011 |

2.2.0 Date of bid submission

Bids should be submitted before 3.00 pm of 14.10.2011, in the place mentioned in the manner prescribed. Proposals submitted by either facsimile transmission or telex will not be acceptable.

2.2.1 CoC may, in exceptional circumstances, and for reasons to be recorded in writing or intimation through its website where the bid/RFP documents are made available, extend the Due Date for the submission of RFP/bids and the bidders are requested to verify before submitting their bids that is there any extension of time for submission of RFPs.

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CORPORATION OF CHENNAI,
CHENNAI 600 022.



Signature of the Bidder

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2.3.0 Modification, "Substitution" or "Withdrawal"

The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in an envelope duly superscribed as "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", and the name of the work shall also be mentioned on the envelope as appropriate and addressed and delivered to the "Superintending Engineer, Solid Waste Management, Corporation of Chennai, Ripon Buildings, Chennai-600 003 before the deadline for submission of proposals.

2.3.1 The Bidder may modify, substitute, or withdraw their proposal after submission, provided that written notice of the modification, substitution, or withdrawal before the opening of bids and the envelopes containing the bids will be returned to the bidders unopened. No proposal shall be modified, substituted, or withdrawn by the Bidder after the bids are opened.

2.4.0 Opening of Technical Bids :

Bidders or their authorised representatives are expected to participate in the event of opening of bids. All the Bids received which are submitted in the manner prescribed will be opened on 14.10.2011 at 3.15 pm on the date scheduled.

2.5.0 Extension of Time :

CoC may, at its own discretion, extend the Proposal Due Date which will be intimated to the bidders those who have purchased / and purchase thereafter the RFP documents from the CoC and also uploaded in the website where this RFP document is uploaded.

2.6.0 Official Secrecy :


Information relating to the examination, clarification, evaluation, and recommendation of the Bidders shall not be disclosed to any person not officially concerned with the process. CoC will treat all information submitted as part of proposal as highly confidential and would require all those who have access to such material to treat the same in confidence. CoC will not divulge in any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.7.0 Place of bid Submission:

The proposals shall be submitted to Superintending Engineer, Solid Waste Management, Corporation of Chennai, Ripon Buildings, Chennai-600 003, in the manner prescribed and all correspondence / enquiries should be submitted in writing by registered post / courier to the same address.

2.8.0 Assumptions made while a Bidder choose to Bid :

It would be deemed that by submitting the Proposal for RFP, the Bidder has:


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 CORPORATION OF CHENNAI
 CHENNAI - 600 003.



Signature of the Bidder



- a. made a complete and careful examination and accepted the RFP Document in total;
- b. received all relevant information requested from CoC, and
- c. made a complete and careful examination of the various aspects of the Project including but not limited to:
 - i. the Project areas, transfer stations and disposal sites ;
 - ii. existing facilities, infrastructure and structures, if any;
 - iii. the conditions of utilities including power, water etc., in the vicinity of the Project areas, transfer station and disposal sites;
 - iv. conditions affecting transportation, access, handling and storage of materials, travel and access by personnel;
 - v. existing dumping sites of CoC;
 - vi. All other matters that might affect the Bidder's performance under the terms of this RFP document.

CoC shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.8.1 Payment Methodology:

The bidder has thoroughly gone through the all clauses in concession agreement and specifically clause 9 which deals with calculation and mechanism of payment.

2.8.2 Penalty Clauses:

It is assumed that the bidders have clearly gone through all clauses in concession agreement and specifically clause 8.4 which deals with minor and major penalty clauses.

2.8.3 The Proposal to be submitted by the Bidders would have to be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Scope of Work and agreement related terms and conditions set out in this RFP document.

2.9.0 Validity of the proposal

Proposal shall remain valid for a period not less than 6 (six) months from the date prescribed for the submission of RFP ("Proposal Validity Period"). CoC reserves the right to reject any Proposal, which does not meet this requirement.

2.9.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, CoC may request Bidders to extend the Proposal Validity Period for a specified additional period.

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CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder

[Handwritten Signature]

2.9.2 The Bidder would provide all the information as per this RFP Document CoC reserves the right to evaluate only those proposals that are received in the required format and is complete in all respects

2.9.3 CoC will endeavour to open the Cover 1 containing the Technical Proposal on the due date in the presence of the bidders who choose to attend the occasion.

3.0.0 PREPARATION & SUBMISSION OF BIDS

3.1.0 Two Cover System:

3.1.1 Bidders shall submit the following set of documents in separate sealed envelopes as part of their Proposal and enclose it in a bigger outer cover sealed properly.

3.1.2 Bidder shall write on the envelopes the name of the bidder with full address for communication and address the envelopes to the Superintending Engineer, Solid Waste Management, Corporation of Chennai, Ripon Buildings, Chennai-600 003 and write the RFP document reference No. ie. S.W.M.C.No.A7/2860/2011.

3.1.3 The above two envelopes shall be kept in another outer envelope superscribing the name of the work as " Bid for collection, segregation, transportation and disposal of Municipal Solid Waste in the proposed new Zones IX, X and XIII of Chennai City for Corporation of Chennai "and RFP reference No.S.W.M.C.No.A7/2860/2011 and submitted duly sealed mentioning the name of the bidder and addressed to the Superintending Engineer, Solid Waste Management, Corporation of Chennai, Ripon Buildings, Chennai-600 003, in the manner prescribed in this RFP.

3.1.4 Each of the envelopes shall also (outer and inner) clearly bear the following identification:

" Bid for collection, segregation, transportation and disposal of Municipal Solid Waste in proposed new Zones IX, X and XIII of Chennai City for Corporation of Chennai "

3.1.5 The bidder shall submit only one original of entire proposal. In token of acceptance of the terms and conditions of the RFP document, the bidder shall submit a RFP document duly signed in all the pages and submit it in the envelope superscribed as "Technical Bid i.e. in cover 1".

3.1.6 The proposals shall be typed or written in indelible ink. The pages and volumes of each part of the proposal shall be clearly numbered and the Bidder shall initial each page. The person signing the proposal shall initial all the alterations, omissions, additions, or any other amendments made to the proposal.

[Handwritten Signature]

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SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder

[Handwritten Signature]

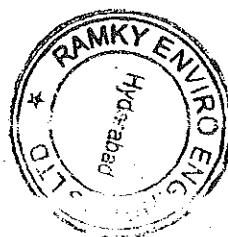
- 3.1.7 The proposal shall contain all the information required herein and references of previous submissions if any shall not be considered.
- 3.1.8 The envelopes containing Bids shall be dropped in the Tender Box provided at Tender Sales Counter at Ripon Buildings, Corporation of Chennai, Chennai-600 003 before the time prescribed extended for submission.
- 3.1.9 If the envelopes are not sealed and marked as instructed above, CoC assumes no responsibility for the bidder's defect resulting in misplacement or premature opening of the contents of the Proposal submitted and such Proposal may, at the sole discretion of CoC, be rejected.
- 3.1.10 The bids may also be submitted through courier or by Speed Post or by Registered post to the Superintending Engineer, Solid Waste Management, Corporation of Chennai, Ripon Buildings, Chennai-600 003 and the same shall reach him before the time prescribed for submission of bids or before such extended time for submission of bids at their cost. CoC assumes no responsibility for late receipt or non-receipt of bids sent through post or courier. In case, if the last date fixed for the submission of the RFP document happens to be holiday for the Corporation of Chennai, the RFP document may be submitted on the next official working day.
- 3.1.11 All contents of the proposal should be clearly numbered, indexed and arranged in a sequence and shall be bound firmly.

4.0.0 Cover 1- Technical bid

4.1.0 Documents to be kept in this cover:

- 4.1.1 All the documents relating to the technical qualifications need to kept in this sealed cover including the EMD, Experience Certificates, Certificate from qualified certified auditor to prove that the bidder is having the prescribed financial turnover, The Tamil Nadu, Tax Identification Number (TIN) as asked in check list number 07. Technical Proposal consisting the details mentioned in this RFP Document as basic condition and the Initial Plan of Action (IPA), signed RFP document and MoU (in case if the bidder is a consortium) and seal the envelope. The Bidder shall write on the envelope as "Technical Bid".
- 4.1.2 To reiterate the same at the cost of repetition the following article deals with the details.

[Signature]
 SUPERINTENDING ENGINEER
 SOLID WASTE MANAGEMENT DEPT.
 CORPORATION OF CHENNAI,
 CHENNAI - 600 003.



Signature of the Bidder

[Signature]

4.2.0 Bid Security or EMD

The first cover of the Bid, (Technical Bid) shall contain an Earnest Money Deposit / Bid security for an amount of INR 1,00,00,000/- (Rupees One Crore Only). The EMD shall be kept valid throughout the Proposal Validity Period and would need to be extended, if so required by CoC, for any extension sought in Proposal Validity Period. The EMD shall be in the form of Demand-Draft in favour of The Commissioner, Corporation of Chennai, payable at Chennai or irrevocable Bank Guarantee, obtained from the Scheduled Bank situated within the territorial limits of Corporation of Chennai.

4.2.1 The EMD shall be returned to the unsuccessful Bidders within a period of 8 (eight) weeks from the date of announcement of the Successful Bidder or on the expiry of validity period of bids whichever is earlier. The EMD submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner as stipulated in the RFP document as well on their fulfillment of all the conditions stipulated in the Letter of Award.

4.3.0 Forfeiture of EMD

The EMD will be forfeited :

- (i) If the Bidder modifies or withdraws his proposal before the expiry of initial validity period prescribed in the RFP document or before such extended validity period for consideration of the bids.
- (ii) In the case of successful bidder, the EMD paid by him will be forfeited if he fails to provide the Performance Security within the stipulated time or any extension thereof provided by CoC and fail to adhere all other conditions of Letter of Award.
- (iii) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

4.4.0 Technical proposal to be given for each zone, separately, covering all basic conditions as given in clause 6

4.5.0 Initial Plan of Action for each zone shall be given along with the respective technical proposal duly taking into account of all the bid conditions laid down in this RFP document and also in consonance with the scope of work more-fully described in the concession agreement.

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5.0.0 The Classification of Bidders and their Qualification and Requirements

5.1.0 The entities eligible for participating in the qualification process shall be any one of the following two categories:

a. Category 1 : A single Business Entity i.e. A company which is registered in India under the provisions of the Indian Companies Act, 1956 or under equivalent law outside India; (Copy of registration certificate to be submitted along with Supporting Documents);

or

b. Category 2: A consortium of Business Entities with maximum of three members only (hereinafter referred to as "Consortium") A body corporate formed by means of a specific government statute in India (Copy of such statute to be submitted along with Supporting Documents)

5.1.1 The bid submitted by a body corporate or a Consortium should comply with the following requirements:

- (i) The number of members in a Consortium would be limited to 3 (three) members, of which one member shall be a Lead Consortium Member (LCM) who shall have the complete technical experience with respect to the handling time and turnover prescribed. The LCM have to meet the qualifications prescribed in the article 8.1.1 to 8.1.3. Any of the other members or LCM shall singly have the full financial turnover prescribed. In other words, the scenario of meeting the financial qualification by combining more than one business entities is not permissible.
- (ii) The Proposal should contain the information required from each member;
- (iii) The Proposal should include a description of the roles and responsibilities of the members;
- (iv) All the members shall be registered Business Entities ;
- (v) A Bidder who has applied for a Project in its individual capacity or as a part of a Consortium cannot participate as a member of any other Consortium applying for the Project; Further, a same entity cannot be a member of another Consortium submitting the RFP.
- (vi) The members of the Consortium shall execute a Power of Attorney as per the format enclosed at Appendix No .1 to the Lead Member of the Consortium to submit bid and the Concession Agreement will be executed only with the Lead Consortium Member.
- (vii) The members of the Consortium shall enter into a Memorandum of Understanding (MoU) and submit the same with the Proposal. The existing MoU may also be amended to suit to the project and the MoU shall be in force till the conclusion of the concession period or such till the extended concession period.
- (viii) The MoU should, inter alia:

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- (a) Convey the intent of the members enter into a long term legally Binding agreement with joint and several liabilities among the consortium members including but not limited to discharge all the contractual obligations arising out of the concession agreement in respect of the project in this RFP document and for any extension of contract period.
- (b) Clearly outline the proposed roles and responsibilities of each Member of the Consortium; and
- (c) Convey its acceptance to contribute the project cost in 51 % by the Lead Consortium Member and other members shall contribute minimum 20% each to carry out all the responsibilities of the Successful Bidder in terms of such agreement/s, in case the Project is awarded to the Consortium.

It is again made clear here that the LCM will be solely and singly responsible for any and every legal obligation arising out of the concession agreement with the CoC. The MoU shall expressly include this clause.

- (d) Include a statement to the effect that the members of the Consortium shall be liable to the LCM jointly and severally for carrying out the project work in accordance with the terms of the Agreement.

5.1.2 The MoU entered into, between the members of the Consortium should be specific to the project work and should contain the above requirements, failing which the Proposal may be considered as non-responsive. The MoU already existing if any, may also be modified to suit to this project.

5.1.3 Foreign documents:


It is notified that the documents produced by Foreign firm are to be in confirmation with the Apostille convention specifications drafted by Hague conference on Private International Law.

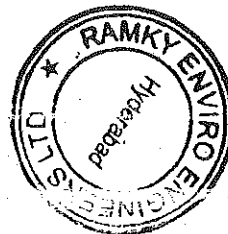
6.0.0 Subject matter of the Technical Bid

6.1.0 Technical proposal evolved by the bidder shall necessarily cover the following basic conditions and strictly adhere to the Municipal Solid Waste (Management & Handling) Rules, 2000.

6.1.1 *Modus operandi for performing* door to door collection of segregated waste from residents and from all the commercial establishments, office buildings, institutions etc.,

6.1.2 *Modus operandi for establishing* collection centres and proper mechanism for collecting the Non biodegradable waste (at least one centre per ward) from the public.

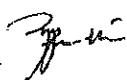

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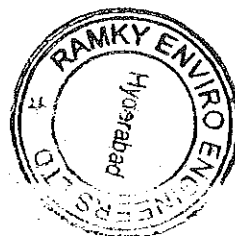


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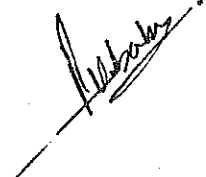


- 6.1.3 Time schedule for collection of the Non-Biodegradable waste from the residents or from any commercial establishments, office buildings, institutions etc., on a daily basis or once in a week or once in fifteen days and such collecting interval should not be more than fifteen days provided the schedule is in complete coordination from such institutions, and in consonance with their mechanism of storage.
- 6.1.4 Modus operandi for deployment and operation of compactor vehicles to be used for collection and transportation of waste to the intermittent transfer station,
- 6.1.5 Modus operandi for performing the work of transportation of waste from transfer station to disposal site is made only through covered body tipper vehicles,
- 6.1.6 Deployment of sufficient number of Compactor vehicles, sweeping Equipments, tools, implements, covered body tipper vehicles, community bins to be lifted and emptied by the Compactor vehicles and manpower for execution of these works including supervisory staff, Use of Tricycle in door to door collection is time tested and environmentally friendly, the use of broom stick to sweep is well established practice. Any deviation in the micro plan from this two aspects needs to be sufficiently substantiated.
- 6.1.7 Modus operandi for performing clearance of waste from all the main roads Bus route roads before 9.00 am and from all other Interior roads , slum pockets, etc before 1.00 pm .
- 6.1.8 Modus operandi for performing Afternoon and Night conservancy should be operated to intensify brushing , sweeping, collection of waste from heavily generated places like markets , hotels , institutional buildings, Special places like Beach which is inclusive of shore, sandy areas service roads, lawn , foot paths , Shopping areas, and other places of interest around the Beach.
- 6.1.9 Modus operandi for performing clearance of solid waste on all the festival days, with a clear plan to clear the excessive waste generated on the same day.
- 6.1.10 Modus operandi for performing awareness programmes comprising Information, Education and Communication (IEC) components
- 6.1.11 Modus operandi for adherence of all labour laws and other applicable laws in connection with the concession work,
- 6.1.12 Modus operandi for providing all safety equipments and uniforms to the employees,
- 6.1.13 Modus operandi for ensuring that equality before law as enshrined in the Constitution of India is followed and equal remuneration concept to the extent of its applicability,
- 6.1.14 Modus operandi for taking all precautions to protect the interests of CoC in respect of its liability as principal employer under the provisions of the Contract Labour (Abolition & Regulation) Act, Minimum Wages Act and Employees Provident Fund Act and indemnify the CoC against any loss or damage the CoC may incur or sustain due to non-adherence of any of the provisions of any of the laws.


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6.1.15 As the CoC is taking initiatives for installing Integrated Solid Waste Management Project including processing of waste, through private operator, within the designated landfill sites, the bidders shall supply the wastes collected from the concession area to the facility set up by the Private Operator on commissioning of the facility/project.

6.1.16 The Technical proposal shall also provide for Two bin system for the deposit of user public at Litter free Zones for the deposit of general waste and recyclable waste at the sensitive areas like notified by the CoC time to time.


6.1.17 The Technical proposal shall also cover any changes in the time of start of operation of work and there shall be night conservancy work in congested areas notified by the CoC time to time.



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7.0.0 Indicative figures and values arrived for performing the concession work, like collecting MSW from door steps with segregation using tricycles, community bins, compactor vehicles, with necessary tools is given below to prepare Technical Bid, Initial Plan of Action (IPA) and thereafter Micro Plan.

| Sl no | Name of the component to be covered | Type of machinery/Manpower | Zone 9 | Zone 10 | Zone 13 |
|-------|---|--|--------|---------|---------|
| 1 | Door to door collection with segregation | Tricycles with bins | 622 | 576 | 521 |
| | | Workers / waste collectors | 1197 | 1637 | 1072 |
| 2 | Storing the collected MSW from the door steps and through sweeping | Wheeled bins/trolley for collecting bins including fine sand | 411 | 859 | 420 |
| 3 | Road Sweeping (with brooms, litter collecting bins, shovels for each sweeper) | Wheeled bins/trolley for collecting littered wasting including the fine sand | 80 | 100 | 73 |
| | | Broom (one per sweeper) | 491 | 959 | 493 |
| | | Shovel (one per sweeper) | 491 | 959 | 493 |
| 4 | For Collection and transportation of MSW from Compactor Bins | HMV Compactors | 15 | 15 | 13 |
| | | LMV Compactors | 9 | 10 | 9 |
| 5 | For transportation of MSW from transfer station to Landfill site | Covered Tipper Vehicles | 9 | 7 | 8 |
| 6 | Monitoring the operations | Field in charge for each ward | 18 | 16 | 13 |
| 7 | Collection of garden waste | Vehicles | 3 | 3 | 3 |
| | | Workers | 12 | 12 | 12 |

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8.0.0 Requirements to fulfil Technical Qualification on the part of Bidders:

8.1.0 The Bidder shall have the following qualifications:-

(For the purpose of this clause and wherever in the RFP MSW shall mean Municipal Solid Waste)

- 8.1.1** Experience in handling municipal solid waste which activity shall comprise but need not limited to Collection of municipal solid waste, door to door collection of municipal solid waste, street sweeping, deployment of community bins/compactor bins and maintaining them, clearing of waste from community bins by compactor vehicles/equipments, transportation of waste, operation and maintenance of intermittent municipal solid waste transfer stations, transportation of municipal solid waste to disposal site in covered vehicles to avoid spillage and conducting awareness campaigns to motivate the citizens to segregate the municipal solid waste.
- 8.1.2** The experience shall be for handling municipal solid waste a period NOT LESS THAN THREE YEARS IN THE LAST FIVE YEARS for handling the municipal solid waste on an average of not less than SIX HUNDRED (600) metric tonne per day in a single contract/agreement/package.
- 8.1.3** The bidder shall have had the experience in any of the local body/municipal authority/municipal Corporation or municipality in India or abroad
- 8.1.4** Shall have minimum turnover of Rs.50 cores for three years in the last five financial years. It shall be read in tandem with article 8.1.1 only. In other words the financial turnover from only MSW collection, transport, disposal activity will only be considered.
- 8.1.5** In the case of bidder is a consortium, the Lead Member of the Consortium shall have the experience mentioned in 8.1.1 to 8.1.3 above. However, any one of the member of the Consortium shall singly have the full financial turnover.
- 9.0.0 Requirements from Bidders with respect to The Performance Certificate:**
- 9.1.0** Bidder is required to submit a certificate from his previous client awarded the contract for the period of experience mentioned in the article number 8.1.2. The certificate issued by the client shall necessarily comprise the experience of the bidder in collection of municipal solid waste, door to door collection of municipal solid waste, street sweeping, deployment of community bins/compactor bins and maintaining them, clearing of waste from community bins by compactor vehicles/equipments, transportation of waste, operation and maintenance of intermittent municipal solid waste transfer stations, transportation of municipal solid waste to disposal site in closed vehicles to avoid spillage and conducting awareness campaigns to motivate the citizens to segregate the municipal solid waste and that such experience is in handling municipal solid waste for a period not less than THREE YEARS completed in the last five years and on an average of not less than SIX HUNDRED metric tonne of municipal solid waste is handled by the bidder per day in a single contract.
- 9.1.1** The certificate should necessarily indicate the aforesaid criteria without fail in explicit content and data, if not it is open to the CoC to interpret with the available

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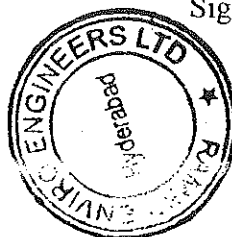
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data with in the time frame. The interpretation of the certificates produced by the bidder by CoC obtained from their client is final and binding on the bidder. Failure to produce the certificate will lead to rejection of the bid.

- 9.1.2 However, CoC reserves the right to carry out independent verification of the veracity and sanctity of the information submitted by Bidders. CoC may require the bidders to produce any other document, certificates or CoC may require the bidders to furnish clarifications to substantiate the contents of the certificate.
- 9.1.3 The bidder shall produce a certificate to prove that they are having prescribed financial turn-over of Rs.50 crores (In Indian Rupees) per annum for three years financial years in the last five financial-years from the qualified auditor who have enrolled or registered with the Institute of Chartered Accountants of India. The Income Tax Department Returns. The interpretation of the CoC is final and binding on the bidder regarding the contents of the certificate produced by the bidder obtained from auditor. CoC may seek any clarification or additional information from the bidder to substantiate the contents of the certificate.
- 9.1.4 No interpretation, revision, or other communication from CoC regarding this solicitation is valid unless it is in writing and is signed by Superintending Engineer, Solid Waste Management, Corporation of Chennai, who may choose to send to all Bidders, written copies of CoC's responses, including a description of the enquiry, but without identifying its source, to all the Bidders or it is made available in the Web site of Corporation of Chennai where the RFP document is uploaded by the CoC.
- 9.1.5 The Proposal and all related correspondence, documents and certificate should be in the English language. If supporting documents and printed literature furnished by the Bidder with the proposal is in any other language they should be accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail.
- 9.1.6 **Nature of the Currency** : The currency for all the purpose of the entire Contract Proposal shall be the Indian Rupee (INR).
- 9.1.7 All the Certificate Need to be Notarized as shown in check list serial number 5.
- 10.0.0 **The Site Tour:**
- 10.1.0 Each Bidder shall submit their RFP after visiting the areas in the respective zones of CoC as per the Bidding Schedule and after ascertaining the location, surroundings, access or any other matter considered relevant including but not limited to the status/composition of the waste. On the part of the CoC to facilitate site visit and possible related enquiries, it is planned to arrange a site visit programme. For this, the interested parties shall be present at The Office of Superintending Engineer(SWM), at 19.09.2011 at 11.00 am and arrangements would be made by CoC to visit the project areas and back to CoC head office. The submission of RFP will imply that the bidder has visited the project locations/respective concession area.



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11.0.0 Pre Bid Conference :

11.1.0 CoC would conduct Pre-bid Conference on the date scheduled as shown in article 2.1.0 at 11.00 am at the Conference Hall in Golden Jubilee Hall at Ripon Buildings, Corporation of Chennai, Chennai-600 003.

11.1.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. Any person or corporate entity with a valid identity and established credentials, sincerely interested to bid for the project may participate in the Pre-Bid Conference.

11.1.2 During the course of Pre-Bid conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of the CoC. The CoC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

11.2.0 Answering the queries raised in the pre - bid conference and related clarification ;

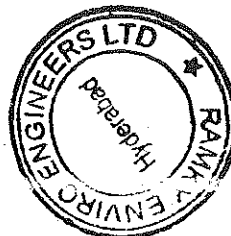
11.2.1 The CoC shall make all efforts to follow the Natural Justice Principles and at the same time reserves the right in the public interest to ensure it follows the legal obligations arising for any local body from time to time. Therefore CoC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document from time-to-time, after intimating the same to the Bidders. CoC reserves their right to accept or reject any or all proposals without giving any reasons. The bidding process shall be governed by the laws of India and courts at the Chennai City will have jurisdiction over the matter concerning and arising out of RFP document.

11.2.2 CoC reserves its right to change the date or time scheduled for conducting the Pre-bid conference and the same will be made available in the website where the RFP documents are made available and downloaded by the bidders i.e. www.tenders.tn.gov.in and www.chennaicorporation.gov.in and the bidders are required to verify the website as expected from anybody with due diligence before they plan to participate in the pre-bid conference.

11.2.3 The bidders are required to submit their queries or seek clarifications in writing on or before **26.09.2011** to the Superintending Engineer, Solid Waste Management, Corporation of Chennai, Rippon Buildings, Chennai-600 003. Bidders may submit a list of queries and deviations proposed, on any matter to the RFP document, including to the Scope of Work and/or the Terms and Conditions of draft Concession Agreement. If the bidders send before the date of conference it will be appreciated since that facilitates better processing.

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11.2.4 The bidders may also submit their written queries or clarifications in writing at the Pre-bid Conference. CoC shall have full right to reject or admit either in part or in full any request of the bidder or proposed bidder regarding any amendment to the RFP document including the extension of time.

11.2.5 The minutes of the Pre-bid Conference will be made available at the web site www.tenders.tn.gov.in and www.chennaicorporation.gov.in and the bidders may download the same from that website.

11.2.6 The bidders shall take into consideration of minutes of pre-bid conference and read it as part and parcel of the RFP document

12.0.0 Final stage of Technical Evaluation:

12.1.0 During the evaluation of the Technical bid, the information of the Bidders relating to their Technical experience and financial capability would be evaluated. Bidders meeting the prescribed experience and financial capability criteria as set out in this RFP Document would alone be considered for further evaluation in the next stage, that is price bid opening.

13.0.0 Process During Technical Evaluation:

13.1.0 Opening and Evaluation of Bids

13.1.1 The Authority shall open the Bids at 3.15 pm on the Bid Due Date, at the place specified in the presence of the Bidders who choose to attend.

13.1.2 CoC shall have the liberty to constitute an Evaluation Committee for the purpose of evaluation of bids including for the evaluation or qualification bids, technical proposals and commercial bid. The interpretation and decision of the Evaluation Committee shall be final and binding on the Bidders.

13.1.3 The Technical Proposals of the Bidders would be screened on the basis of the basic conditions set out and set out and also with the Proposed Initial Plan Of Action (IPA) to be submitted by the bidder along with their technical proposal. The Technical Proposals shall be in compliance with the MSW Rules and cover the project scope, the basic conditions for the proposals by the Bidders for deployment of men and materials required for the project and modus operandi including creation of awareness among the people for segregation of garbage. The Technical proposals shall be developed covering all the basis conditions and the norms for deployment of men and materials, shall be not less than minimum fixed in this RFP.

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13.1.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid.

14.0.0 Tests of Responsiveness

14.1.0 Prior to evaluation of proposals, CoC will determine whether each proposal is responsive to the requirements of the RFP. A proposal shall be considered responsive

- (i) If it is received/deemed to be received by the Proposal Due Date including any extension thereof.
- (ii) if it is signed, sealed and marked and delivered in the manner prescribed.
- (iii) If it is accompanied by the prescribed Bid Security(EMD), in the manner prescribed.
- (iv) If it is accompanied by the Power of Attorney, in the format specified.
- (v) If it contains all the information as requested in this document.
- (vi) If it contains information in formats same as those specified in this document
- (vii) If it mentions the validity period.
- (viii) If it is accompanied by MoU, if the bidder is a consortium specifying the Lead member of the Consortium.
- (ix) If it is accompanied by Qualification submissions, Technical Proposal covering all the basic conditions and Commercial Proposal.

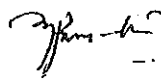
14.1.1 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

14.1.2 CoC reserves the right to reject the Technical Bid which is not found to be responsive to the screening parameters,

14.1.3 CoC will promptly notify other Bidders that their proposal has not been accepted and their EMD will be returned as promptly as possible,

15.0.0 Essential Components of Selection

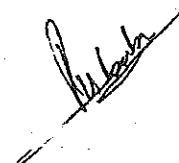
15.1.0 The Technical Bid shall contain all the basic conditions and two bin system for user public, monitoring team for IEC and start of operation and night conservancy programmes and other details required to be furnished covering all the basic conditions. If any one of the above requirement in the technical bid is missing or


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not covered in the technical bid the technical proposal may be said not in order and the same may be rejected and the bidder may be said to be technically not qualified this will result in not opening of his price bid.

15.1.1 CoC would notify the Technically qualified bidders eligible for opening of the Pride Bid and the it will be based on the their working sheet and the bidder who quoted lowest rate (L1) will be considered for award of contract for the project subject to acceptability of the rates to the CoC, quoted by the bidder and reduced in the subsequent negotiations as described in article 18.2.0

16.0.0 Presentation by the bidders:

16.1.0 The CoC may call upon all or any of the pre-qualified bidders to deliver a power point presentation about their project including their past experience in similar project and practices with a CD back up to the CoC before evaluation of their Technical proposal/bid and if they fail to turn up for presentation at the time prescribed or extended time their bill bid will not be considered.

16.1.1 CoC reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by CoC in respect of such proposals

16.1.2 To facilitate evaluation of proposals, CoC may, at its sole discretion, seek clarifications in writing from any Bidder regarding their Proposal.

16.1.3 The date of completion of the Technical Bid evaluation and opening of the Prie Bid will be declared after opening all the Technical bid. The Bidders if necessary may be need It depends upon the number and nature of the bids the CoC receives.

16.1.4 After evaluation of the "Technical Bid", the Price Bid of all qualified bidders will be evaluated.

17.0.0 Cover 2- Price Bid

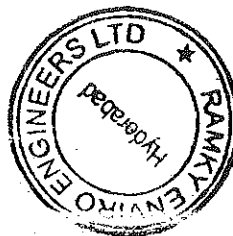
17.1.0 This cover shall contain the Bidders financial bid for the project in the prescribed format as per Appendix II.

17.1.1 If the price bid cover does not contain Appendix II it is liable to be summarily rejected without further consideration.

17.1.2 It shall be substantiated with cost working sheet, showing investment, payback period, anticipated revenue and expenditure and profits etc. i.e. profitability statement and if such a statement is not enclosed the commercial proposal will

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be summarily rejected. The rates quoted by the bidder shall include all costs, for carrying out and other costs connected with the work or incidental thereto.

- 17.1.3 The bidders will be paid 5% escalation every year in the first year rate quoted by them for carrying out the work. The rate shall be quoted both in figures and words. In case if there is any discrepancy, the lesser will be taken up as quoted rate.
- 17.1.4 CoC reserves the right to seek any clarifications or further or additional details regarding such working sheet or statement. The bidder shall write on the envelope as "Price Bid" and seal the envelope.
- 17.1.5 In this the bidder is expected to quote the price he expects per metric tonne of MSW collected and disposed as specified in the format provided in annexure II (hereinafter, elsewhere named as Tipping Fee) , only after ensuring that all the agreement conditions are met and proper cost estimation done. For all purposes of this contract processing L1 means the bidder who quoted the minimum tipping fee after qualifying through all respects in Technical Evaluation.

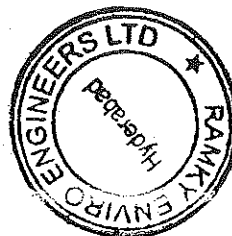
18.0.0 Legal Procedure after opening the Price Bid:

18.1.0 Contacts during Bid Evaluation

- 18.1.1 Bids shall be deemed to be under consideration immediately after the Price Bids are opened and until such time the CoC 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 Authority and / or their employees/ representatives on matters related to the Bids under consideration.
- 18.1.2 CoC shall have the right to reject the lowest bid and call for fresh bids if it is not satisfied with the rates offered either in commercial proposal or after negotiation of rates offered in the commercial proposal that the rates furnished or offered after negotiation is not advantageous or not competitive.
- 18.1.3 Upon acceptance of the proposal of the Preferred Bidder with or without negotiations, CoC will declare the Preferred Bidder as the Successful Bidder and issue Letter Of Award (LOA) with such condition as it may deem necessary as per the bid conditions.
- 18.1.4 CoC reserves the right to accept or reject any or all the proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of the Project, without any liability or any obligation for such acceptance, rejection or annulment.

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Signature of the Bidder

[Handwritten Signature]

- 18.1.5 CoC reserves the right to invite revised proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 18.1.6 CoC reserves the right to reject any proposal if at any time:
- a material misrepresentation made at any stage in the bidding process is uncovered; or
 - the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal. This would lead to the disqualification of the Bidder. If such disqualification / rejection occur after the Proposals have been opened and the Successful Bidder gets disqualified / rejected, then CoC reserves the right to declare the Bidder with second lowest Commercial Proposal as the Preferred Bidder if warranted and invite such Bidder for negotiations.
- 18.1.7 If the bidder bids for this Project as detailed in article 3 it is sufficient to conclude that the bidders agrees that, 'All disputes arising in this RFP document and bidding process are subject to Chennai Judicial Jurisdiction'.
- 18.2.0 **Negotiation with L1 Bidder if any :**
- 18.2.1 CoC may either choose to accept the price bid of L1 or invite him for further negotiations if any.
- 19.0.0 **Letter of Acceptance :**
- 19.1.0 After the successful completion of all the legal procedures the CoC shall give a Letter of Acceptance (LOA) to the successful bidder.
- 19.1.1 Letter of Award (the "LOA") shall be issued, in duplicate, by the CoC 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 CoC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the CoC on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

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SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder

[Handwritten Signature]

19.1.2 After acknowledgement of the LoA as aforesaid by the Selected Bidder, he shall execute the Concession Agreement within the period prescribed. The Selected Bidder shall not be entitled to seek any deviation in the Concession Agreement.

19.2.0 Performance Guarantee (Security Deposit)

The successful bidder, shall, within FIFTEEN DAYS, on his receipt of LoA, furnish Performance Guarantee (Security Deposit) for an amount equal to Rupees TWO crore only (In Indian Rupee), by means of a Demand Draft in favour of Commissioner, Corporation of Chennai, or irrevocable un conditional Bank Guarantee, obtained from the Scheduled Bank situated in Chennai. In case of payment of Security Deposit, by means of Demand Draft, the Security Deposit will not bear any interest.

19.3.0 Execution of Agreement

The successful bidder also, shall, within FIFTEEN DAYS, after issue of LOA execute concession agreement with the CoC for the faithful performance of contract.

19.3.1 The Successful Bidder shall register with the competent authorities for service tax also.

19.3.2 Mobilisation:

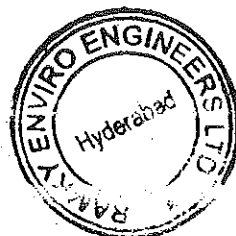
The successful bidder shall complete mobilisation period as stated in clause 6.2.2 of concession agreement. If it is not done the termination proceedings may be initiated as stated in clause 6.2.2 & 6.2.3 of concession agreement.

20.0.0 Fraud and Corrupt Practices

20.1.0 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the CoC shall reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the CoC shall forfeit and appropriate the Bid Security (EMD) or Performance Security (Security Deposit), as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the CoC towards, inter alia, time, cost and effort of the CoC, without prejudice to any other right or remedy that may be available to the CoC hereunder or otherwise.

[Handwritten Signature]

SUPERINTENDING ENGINEER
SOIL & WATER ENGINEERING DEPT.



Signature of the Bidder

[Handwritten Signature]

20.1.1 Without prejudice to the rights of the CoC under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by the CoC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the CoC during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the CoC 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.

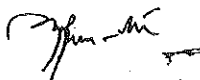
20.1.2 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

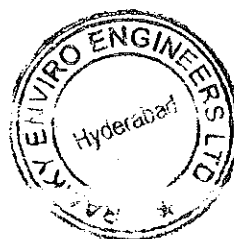
(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CoC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CoC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the CoC in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

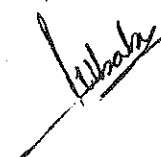
(c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "undesirable practice" means (i) establishing contact with any person Connected with or employed or engaged by the CoC 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


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 SOLID WASTE MANAGEMENT DEPT.
 CORPORATION OF CHENNAI,
 CHENNAI - 600 009



Signature of the Bidder



(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.

21.0.0 Miscellaneous

21.1.0 Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

21.1.1 The CoC, 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;

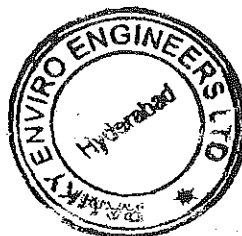
(c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(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.

21.1.2 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

[Handwritten Signature]

SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder

[Handwritten Signature]

Appendix I

Format for Power of Attorney for Signing for Lead Member of Consortium

(On a Stamp Paper of appropriate value)

Power of Attorney

Whereas the Corporation of Chennai, called "Bid for collection, segregation, transportation and disposal of Municipal Solid Waste in the proposed new Zones IX, X and XIII of Chennai City for Corporation of Chennai"

Whereas, the members of the Consortium are interested in bidding for carrying out the above work.

Whereas, it is necessary under the RFP document for the members of the Consortium to designate one of them as the Lead Member, with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the work.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ and M/s. _____ (the respective names and addresses of the registered office) do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the work including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the CoC, in connection with the work, including offering negotiation of rates quoted in the Commercial Bid/Proposal until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with the CoC.


We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and will always be deemed to have been done by us/Consortium "Bid for collection, segregation, transportation and disposal of Municipal Solid Waste in the proposed new Zones IX, X and XIII of Chennai City for Corporation of Chennai"

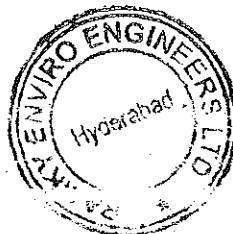
Dated this the _____ day of _____, 2011

(Signature)

(Title, Name and Address of the Executants)

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


SUPERINTENDING ENGINEER
WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003



Signature of the Bidder



Appendix II

Price Bid for collection, segregation, transportation and disposal of
Municipal Solid Waste in proposed new Zones IX, X and XIII of Chennai City for
Corporation of Chennai

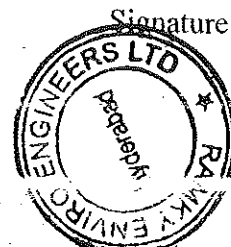
Having examined the RFP documents including addendum, we offer to execute the works as per the scope of work and in accordance with the Concession Agreement accompanying this Bid for the Contract Price as follows:

| Scope of work | First year rate per metric tonne in INR inclusive of taxes, duties etc (in figures and words) |
|---|--|
| Collection, segregation, transportation and disposal of Municipal Solid Waste at the designated disposal site or at the project facility at the disposal site as per scope of work mentioned in the Concession Agreement and to carryout the work as per the terms and conditions of the Concession Agreement | |

Signature of the Bidder

[Handwritten Signature]

SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Appendix III

Format for Financial Capability

The following format shall be used for statement of financial capability of bidders

| Year | Net worth | Annual Turnover |
|-----------|-----------|-----------------|
| 2006 - 07 | | |
| 2007 - 08 | | |
| 2008 - 09 | | |
| 2009 - 10 | | |
| 2010 - 11 | | |

Instructions

For the purpose of qualification

1. The financial year would be the same as the one followed by the bidder for its annual report.
2. The bidder shall provide the audited annual financial statements as required for this RFP. Failure to do so could result in the Proposal being considered as non-responsive.
3. A certificate from the statutory Auditor should be provided as supporting document certifying the Financial Capability submitted by the bidder.

[Handwritten Signature]

SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder

[Handwritten Signature]

Appendix IV

Format for Experience Certificate.

| Year | MSW in TPD single agreement | Aggregate of MSW in TPD of all eligible agreements |
|-----------|-----------------------------|--|
| 2006 - 07 | | |
| 2007 - 08 | | |
| 2008 - 09 | | |
| 2009 - 10 | | |
| 2010 - 11 | | |

MSW

- Municipal Solid Waste

TPD

- Tons Per Day

Single agreement

- MSW handled by the bidder in a single agreement/ package/contract.

Aggregate of all eligible agreement - Aggregate of MSW handled by the bidder in various contracts / agreements / packages.

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 SUPERINTENDING ENGINEER
 SOLID WASTE MANAGEMENT DEPT.
 CORPORATION OF CHENNAI
 300 002

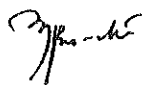


Signature of the Bidder

[Handwritten Signature]

ANNEXURE - I

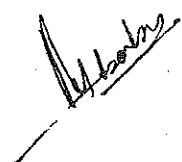
- Map - 1 showing Ward wise roads in Zone IX
- Map - 2 showing Ward wise boundaries in Zone IX
- Map - 3 showing Ward wise roads in Zone X
- Map - 4 showing Ward wise boundaries in Zone X
- Map - 5 showing Ward wise roads in Zone XIII
- Map - 6 showing Ward wise boundaries in Zone XIII



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SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder

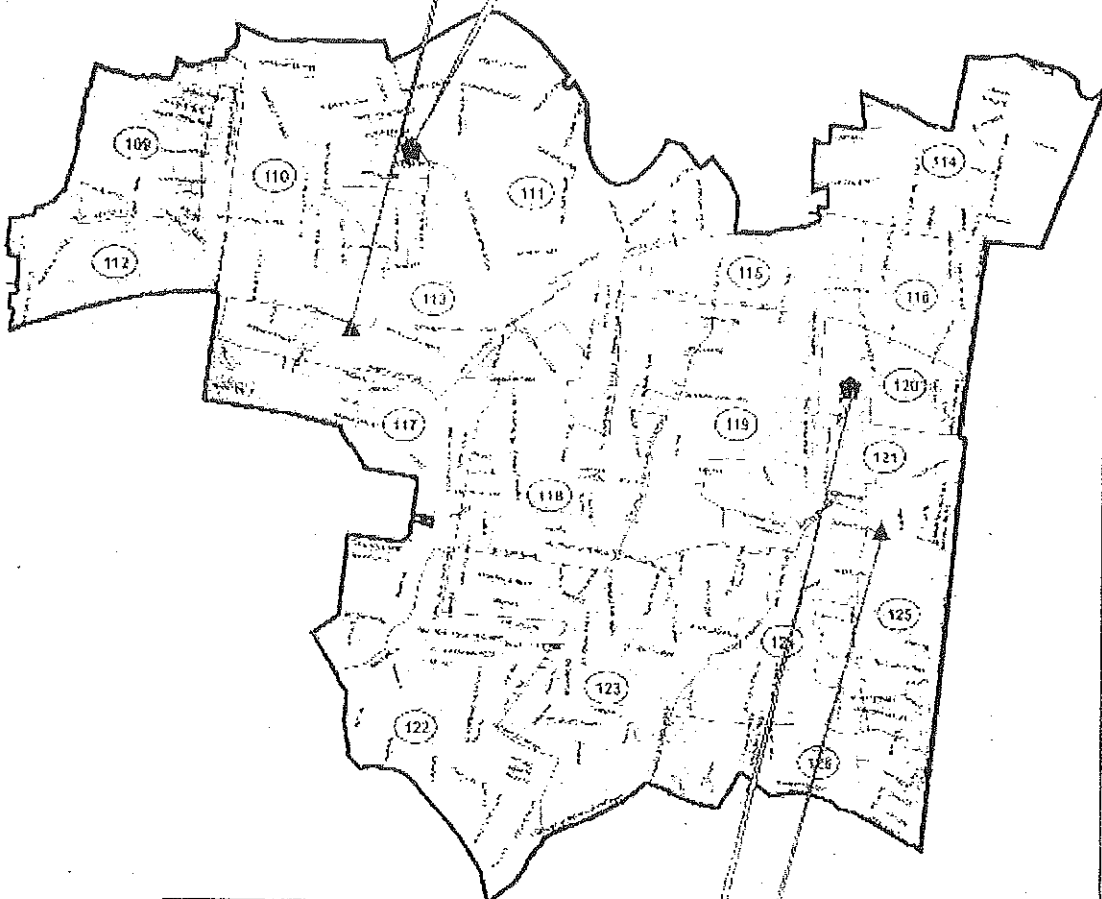


CHEMICAL WASTE PROPOSED ZONE - X



KODAMBAKKAM HIGH ROAD
(OPPOSITE TO VALLUVAR KOTTAM)
PROPOSED TRANSFER STATION FOR NEW ZONE - X

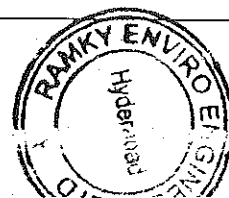
JUNCTION OF NUNGAMBAKKAM HIGH ROAD
AND VALLUVAR KOTTAM HIGH ROAD
PROPOSED LORRY STATION FOR THE NEW ZONE - X



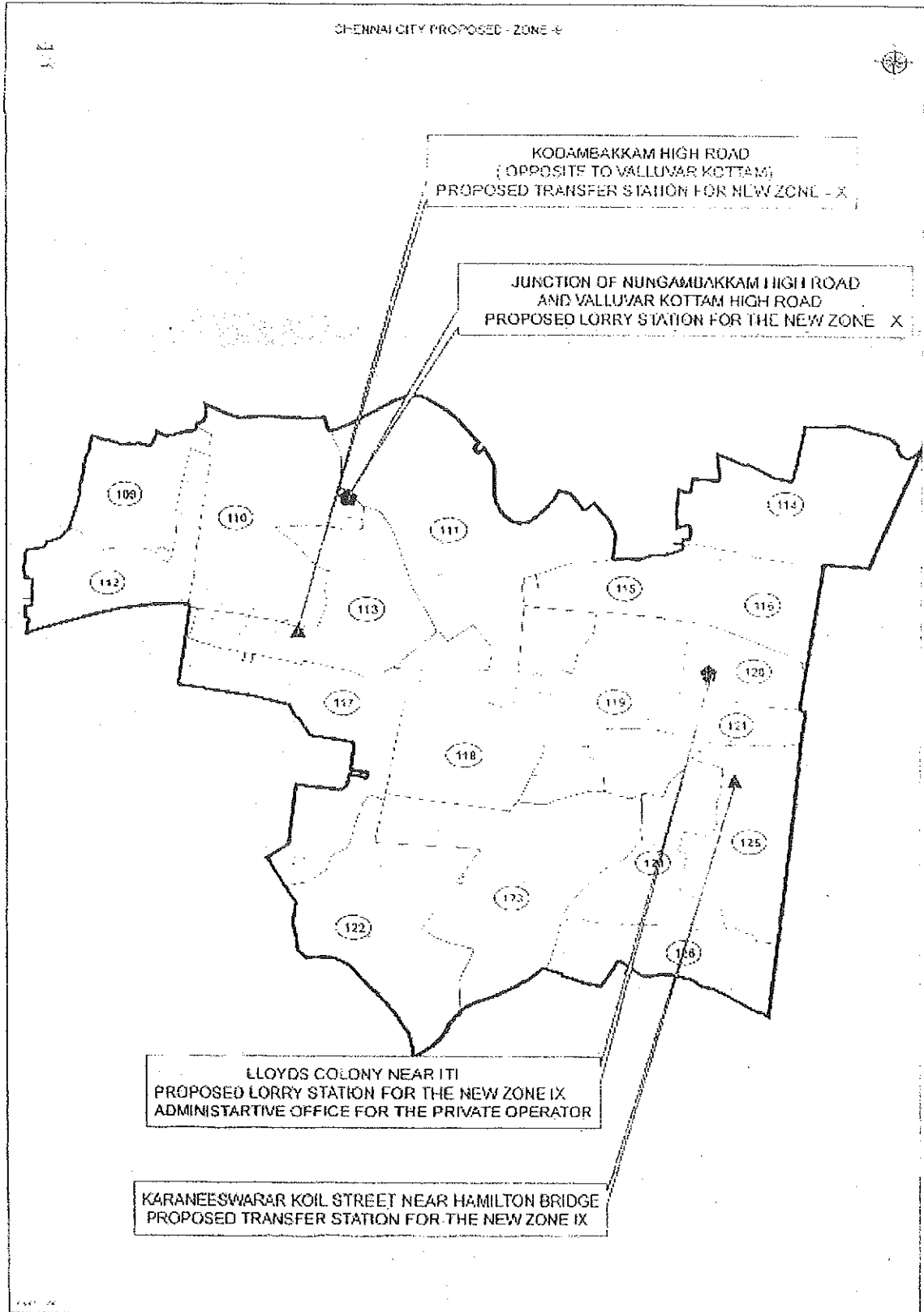
LLOYDS COLONY NEAR ITI
PROPOSED LORRY STATION FOR THE NEW ZONE IX
ADMINISTRATIVE OFFICE FOR THE PRIVATE OPERATOR

KARANESWARAR KOIL STREET NEAR HAMILTON BRIDGE
PROPOSED TRANSFER STATION FOR THE NEW ZONE IX

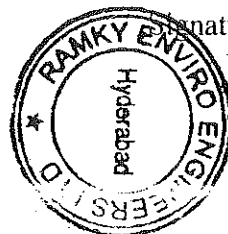
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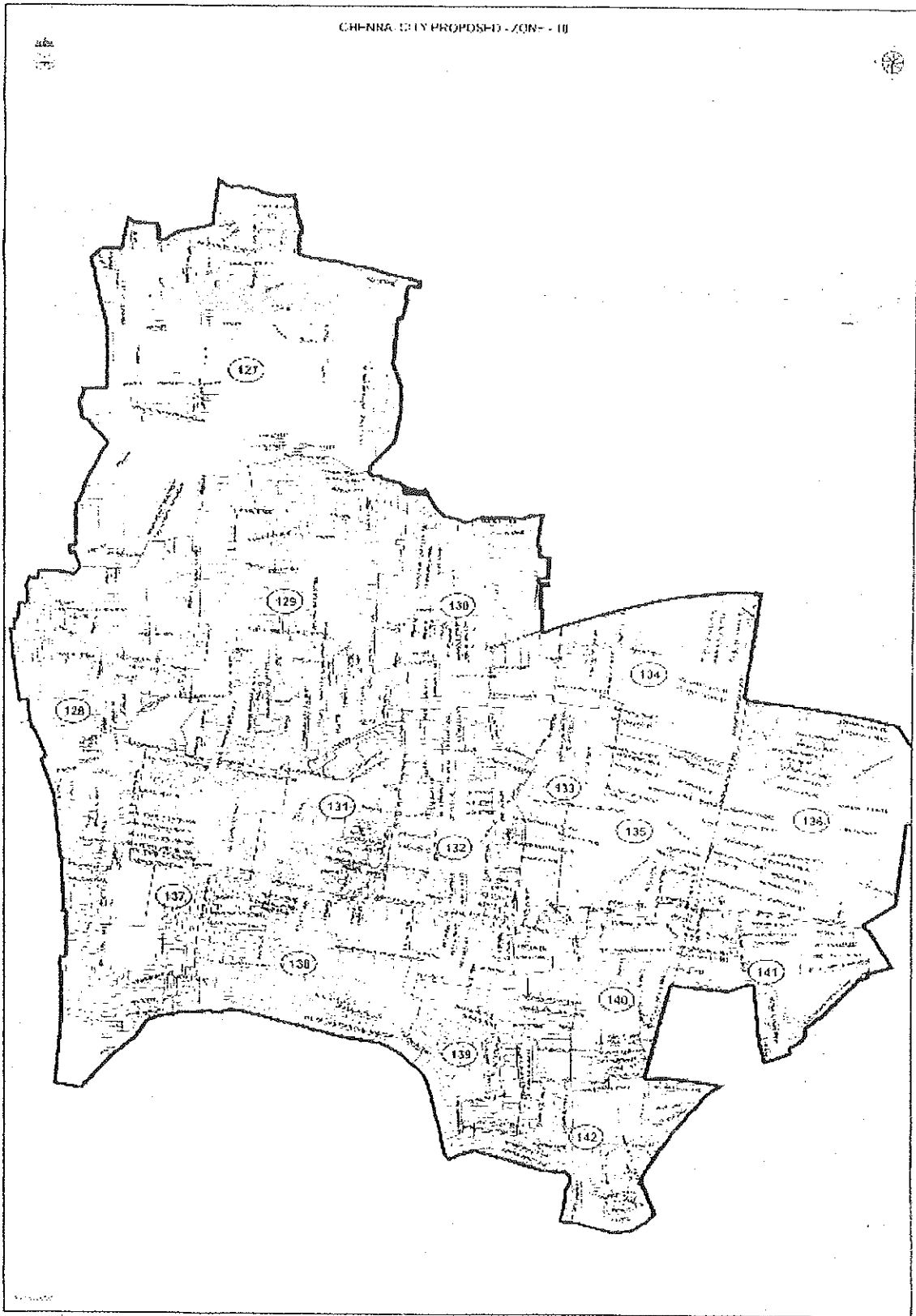
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 SUPERINTENDING ENGINEER
 SOLID WASTE MGMT. DEPT.
 CHENNAI.
 300 003.



Signature of the Bidder

[Signature]

CHENNAI CITY PROPOSED ZONE - III



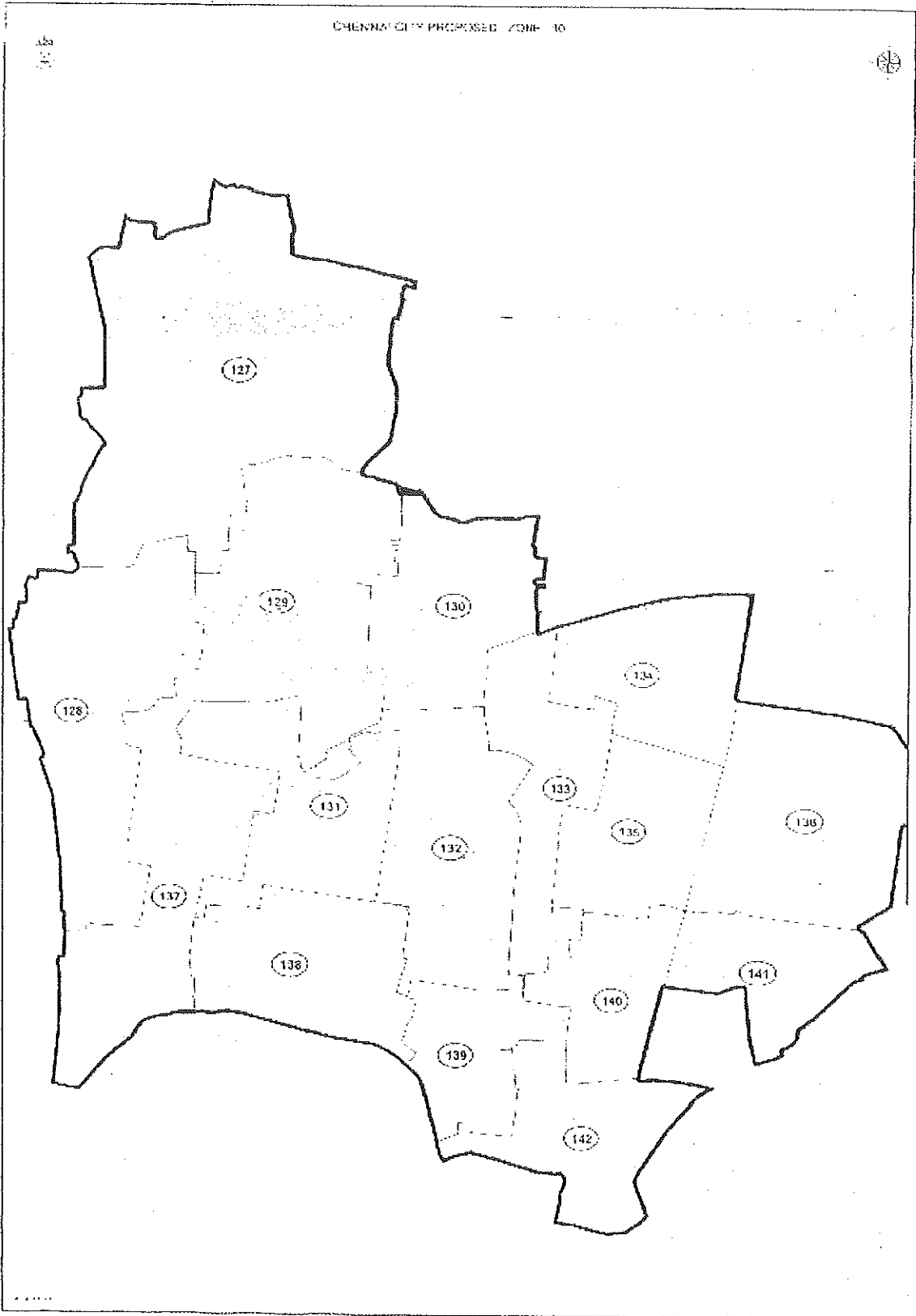
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SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI
CHENNAI - 600 003.



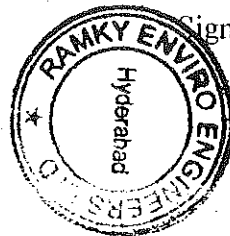
Signature of the Bidder

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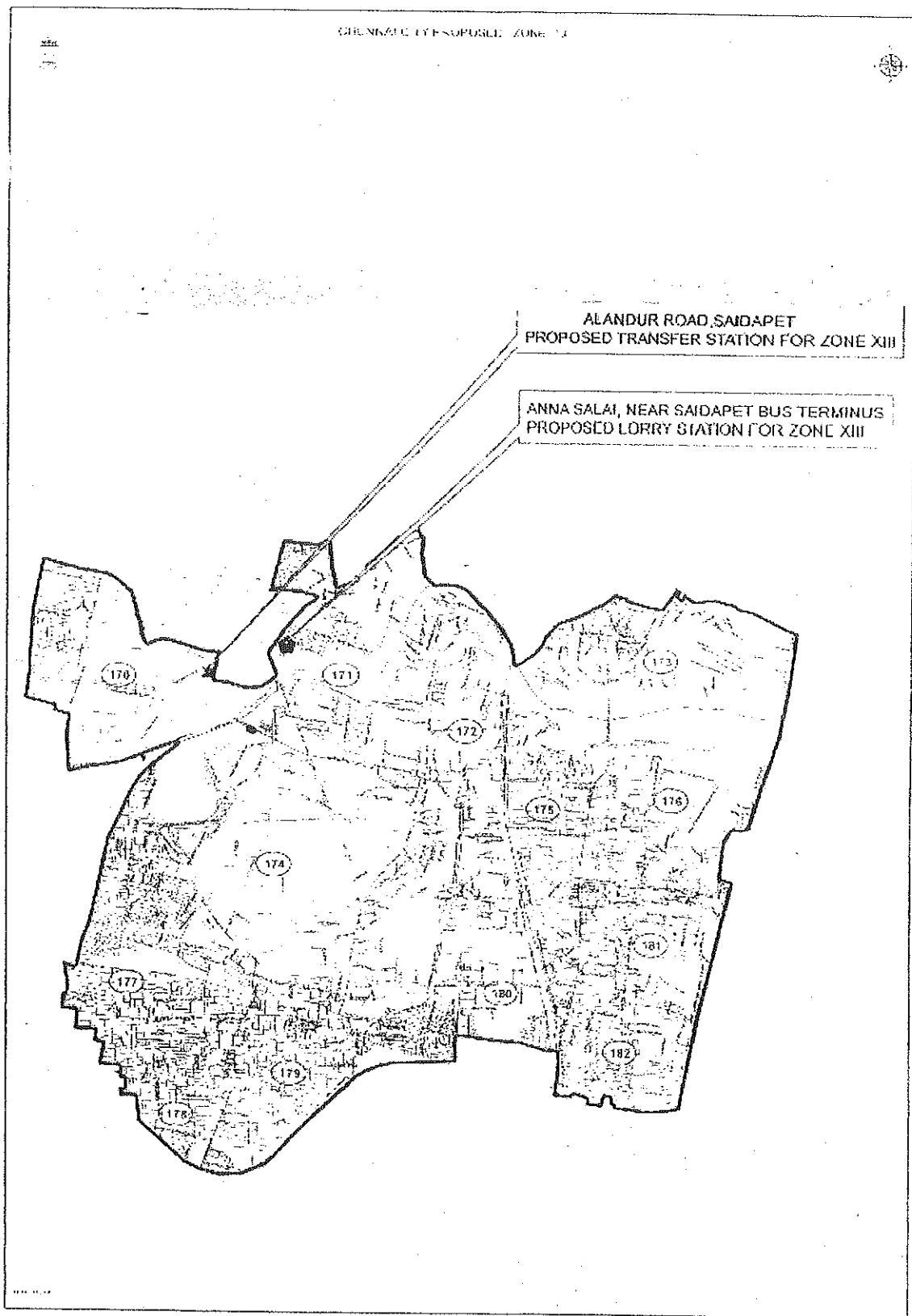
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SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder

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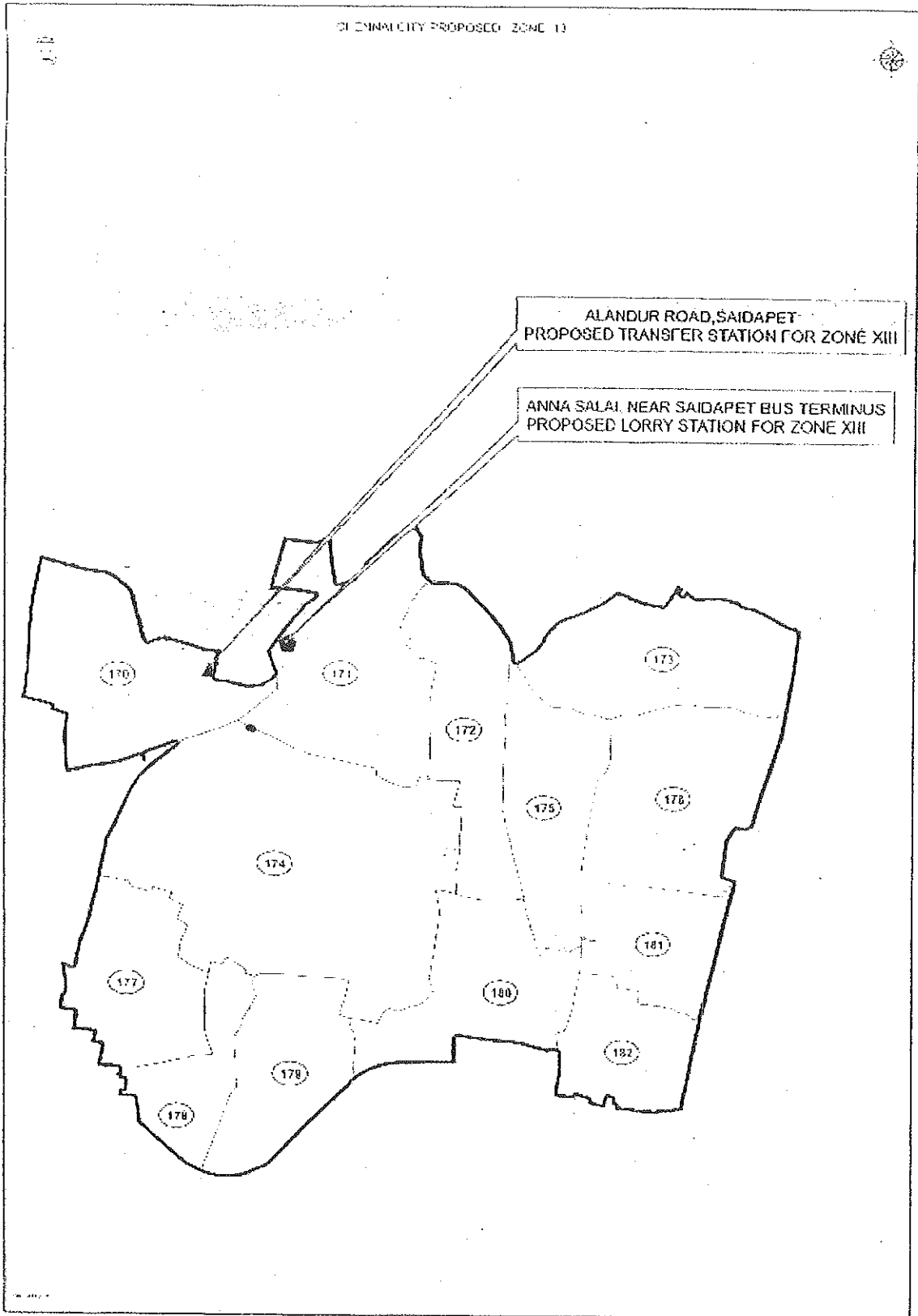
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CORPORATION OF CHENNAI,
CHENNAI - 600 003.



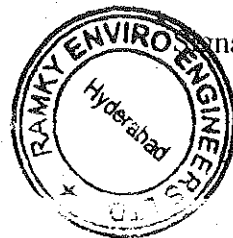
Signature of the Bidder

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SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder

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[Corporation of Chennai]

LETTER OF INVITATION

Dated

To,

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

Sub: Selection of Private Operator for collection, segregation, transportation and disposal of Municipal Solid Waste in the proposed new Zones IX, X and XIII of Corporation of Chennai

Dear Sir,

You are requested to participate in the Bid with the objective of submitting your RFP for the aforesaid project in accordance with the conditions set forth in the RFP document.

Please note that the [Authority] reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

[Handwritten Signature]

SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Signature of the Bidder

[Handwritten Signature]

CORPORATION OF CHENNAI
SOLID WASTE MANAGEMENT



REQUEST FOR PROPOSAL

Selection of Private Operator
for collection, segregation, transportation and disposal of Municipal Solid Waste
in the proposed new Zones IX, X and XIII of
Corporation of Chennai

Corrigendum 1

The bidding Schedule in clause 2.1.0 in clause 2.0.0 of the RFP
Document is revised as follows:

| No. | Event Description | Date |
|-----|--|----------------------------|
| 1 | Last Date for submission of queries | 12.10.2011 |
| 2 | Pre-bid meeting at the Conference Hall in Golden Jubilee Hall at Rippon Buildings, Chennai | 14.10.2011 |
| 3 | CoC's response to the queries | 18.10.2011 |
| 4 | Last date for downloading the RFP (bid document) document | 20.10.2011 till 3.00 pm |
| 5 | Last date(Due date) for submission of Bids at 15.00 hours (03.00 pm) | 24.10.2011 till 3.00 pm |
| 6 | Opening of Bids at 15.15 hours Qualification submissions | 24.10.2011 |

The bidders are required to keep the above points in their mind before submitting their Bids.


Superintending Engineer(SWM)

SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.



Minutes of Prebid conference conducted on 14.10.2011 at 11.00 am in
the Corporation of Chennai by the Dy. Commissioner(Health)

| S.No. | Query/suggestion/clarification | Reply/clarification/amendment |
|-------|---|---|
| 1 | RFP Page No.1 Whether all certificates have to be notarised | Yes. All Certificates shall be notarised. The Certificates issued by other countries shall be authenticated by the equivalent authority. Kindly refer 5.1.3 of RFP page No.15 of the RFP document |
| 2 | RFP Page No.1 Whether Proof/details of availability of Contractor's Major Equipments proposed for carrying out the works to be enclosed | Credentials of purchasing capacity can be established. |
| 3 | RFP Page No.2 Whether submission is permitted in both the forms electronic and manual. Please clarify. | The bid shall be in the manner prescribed before the time stipulated for the submission of bid in RFP clause 3.1.1/8.1.3/8.1.4/4.0.0 /17.0.0 |
| 4 | RFP 1.1.4 Quantity of MSW collected in the last 10 months and recycled waste | The approximate waste generation has been given. The recyclable waste were taken by the waste collectors and the concessionaire. So, its quantity is not readily available. |
| 5 | RFP 1.1.4 What is the assured quantity of waste as the equipment is planned for 1500 MT. We request you for a minimum assured quantity of waste | There is no minimum assured quantity |
| 6 | RFP 1.1.4 What is the annual increment of MSW generation in CoC jurisdiction? Kindly confirm the floating population proportion in this area, Zone wise Record/data of MSW qty helps bidder to design project with a scientific approach | The increase in MSW generation depends upon of various factors, like changes in style of life, standard of living, fashion. It may have also have impact in the intensified waste segregation system. Hence, the increase in the waste generation is not readily available. There is no record for floating population. |
| 7 | RFP 1.1.6/6 The places of importance which requires special attention and the..... following places | Service level shall be high quality in such a manner that there shall be no complaints and the immediate redressal of complaints as laid down in clause 8.3 of Concession |


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SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.





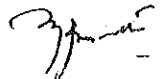
| | | |
|----|--|--|
| | Please elaborate the term "Special attention". Indicate the expected service and service level | Agreement. |
| 8 | RFP clause 1.2.1 As per page no. 7, the project scope is design, commission, operation and maintenance of the project whereas page no.16-18 specifies the system to be adopted for the project. Request you to kindly clarify whether bidder can propose their own design or should follow the design specified in the RFP document | Only requirement has been given for the design in the concession agreement. That is why the bidder has to submit technical proposal and initial plan of action. They have to give their design for operation subject to requirements mentioned. Please refer RFP clause 1.1.2 |
| 9 | One tender for one package may be considered | For the purpose of standardization and for economy purpose and cost effectiveness and considering the concept that the larger the production lesser the cost, there will be one tender for all the three zones in one package. There is no reconsideration |
| 10 | RFP 1.2.1/page 7 The CoC now invites bound manner Please clarify-who would own the assets namely, vehicles | The bidder will be the owner of all the machineries, vehicles and equipments. |
| 11 | RFP 6.1.5/ page 16 Modus operandi for performing the work of transportation of waste from TS to disposal site is made only through covered body tipper vehicles | The transportation of MSW from transfer station may be made only through the covered body tipper trucks |
| 12 | RFP 2.8.3 & 19.1.2 Whether suggestions or amendment is possible to the Concession Agreement after issuance of LOA. | The draft concession agreement given in the bid document and clarifications given and amendments made by the CoC together with the minutes of pre-bid meeting shall be the Concession Agreement to be executed by the Concessionaire and the CoC. After acceptance of bid no further amendment to the draft concession agreement is permissible other than in the manner provided in the Draft Concession Agreement. |

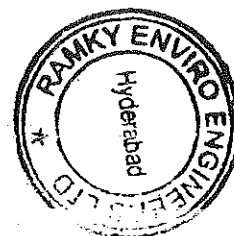
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 SOLID WASTE MANAGEMENT DEPT,
 CORPORATION OF CHENNAI,
 CHENNAI - 600 003.



[Signature]


| | | |
|----|---|---|
| 13 | RFP 2.9.0 In the tender document the bid validity period of the tender is not mentioned. Kindly clarify same. | The validity period of Bid is mentioned as 6 months clause 2.9.0 of RFP |
| 14 | RFP 2.9.1 Please define "exceptional circumstances" referenced in this clause. Please also clarify the longest period of extension that may be requested under the "specified additional period" | Though the CoC will make its earnest efforts to finalize the bid and issue LOA before the validity period, in case if it could not be possible within the validity period of bid, it may require the bidder to extend the validity period. This situation is meant exceptional circumstances. It depends upon the legal option available. |
| 15 | RFP 3.1.0 In the tender document page No.11 Clause 3.1.0 Two cover System the given conditions are not clear or may be slightly confusing. Kindly clarify | RFP clause 3.1.0 Two cover system is followed. It is a standard global tender practice. |
| 16 | RFP 4.2.0 Out station Bank Guarantee may be accepted towards EMD | EMD shall be obtained in the event of Bank Guarantee from the Scheduled situated in Corporation of Chennai limit. Alternatively, it may be submitted as demand draft also. |
| 17 | Please clarify if the JV partner, who is not the lead member of the consortium, can provide bank guarantee and it is acceptable to the concessioning authority | All conditions of Bid Document need to be met by LCM alone and only LCM. Kindly refer clause 5.1.1 (vi) and (vii). |
| 18 | RFP 4.3.0 Please clarify whether any forfeiture of the EMD under the circumstances defined in this clause applies to the entire amount of EMD or portion thereof. | In the event of occurrence event for forfeiture of EMD, the entire EMD will be forfeited |
| 19 | RFP 4.3.0(i) Please consider to add the following clause " after the opening of bids but....." after " if the bidder modifies or withdraws his proposal " | No change is acceptable. |


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| 20 | RFP 4.4.0 Whether technical proposal to be given for each zone separately. Please clarify | The requirement of vehicles, manpower, equipments will vary Zone to Zone. Hence there shall be separate technical proposal as well micro plan and Initial Plan of Action for each zone. |
| 21 | Please accept common technical proposal for all 3 zones. | There shall be separate technical proposal and Initial Plan for each Zone |
| 22 | RFP 5.1.0 I request you to kindly provide chance to even individual bidders to participate in this tender who have the required experience and who satisfy the qualification criteria's | Individuals and Sole Proprietors cannot be considered for the bidding |
| 23 | RFP 5.1.1 Technical experience of the Subsidiary company may be considered | Experience of the Subsidiary Companies of LCM will be considered. Provided that the LCM holds more than 51% stake in the subsidiary company. |
| 24 | CoC is requested to allow bidders to meet Technical Qualification by Combining more than one business entities. Kindly confirm. | Not allowed. |
| 25 | RFP 6.0.0 What kind of plan you propose to implement garbage handling complying with MSW 2000 rules? How many transfer stations do propose per zone Do you expect tricycle operators to pedal all the way to the transfer station and dump the garbage or Are they expected to dump the garbage into the compactors? How would this be feasible? Collection autos could be deployed more effectively as it will allow speed in collection and transportation to the transfer station and/or garbage compactor | The planning shall be with the bidder which shall reflect in micro plan ultimately |

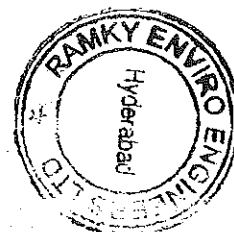

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| 26 | RFP clause 6.1.1 D2D collection from slum areas to be removed. However C&T from community bins should continue. | Door to Door collection of MSW is important. |
| 27 | RFP 6.1.2 Is it necessary to establish collection centre for collecting non-biodegradable wastes. Whether the CoC will provide space for the establishment of collection centre | Concessionaire shall make their own arrangement. |
| 28 | RFP 6.1.4 Distance to transfer station and final disposal site Please state the distance of transfer station from Zone IX, X & XIII respectively and also the distance from the transfer station to be final disposal site may be given | The site visit has already been arranged. The bidder ought to ascertain the distance between the dumping ground and the transfer station. Further the MSW need not necessarily go to transfer. It may also directly go to dumping ground |
| 29 | RFP 6.1.4 Whether transportation of waste from transfer station to final disposal site is under the scope of contract. If so whether vehicles other than the dumpers can also be used. Please clarified. | The transportation of MSW from Transfer Station to Dumping Ground shall be made only through the Covered Body tipper trucks. |
| 30 | RFP 6.1.4 The manner of performance of conservancy in night hours | The night conservancy shall be operated in such manner to perfect Collection of MSW. It should meet all the quality parameters laid down in clause 8.3 of RFP document. |
| 31 | RFP clause 6.1.5 Whether the Operator can directly plan to transport the waste to dumping ground without bringing to transfer station | The bidder can directly transport the MSW to the Dumping Ground |
| 32 | RFP clause 6.1.7 What is the frequency of sweeping for BRR and IRR Roads. | There may be such frequencies to ensure the quality of service. |
| 33 | RFP 6.1.8 Please state length & width of Beaches which are to be attended in 2 nd and 3 rd shift. | Site visit was arranged already. Taking into consideration of their assessment in the site visit the bidders are required to finalize the proposal |


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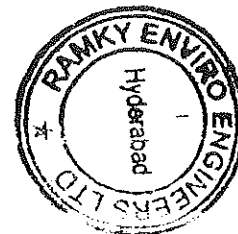




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| 34 | RFP 6.1.8 Technical proposal shall also provide for two bin system for the deposit of user public at litter free zones for the deposit of general waste and recyclable waste at the sensitive areas like notified by the CoC time to time | It may be part of Technical Proposal. |
| 35 | Is there any plan for important places which require special attention and conservancy activity should also be made at night | Planning to be made by the bidder. |
| 36 | RFP 6.1.10 Could it be clarified whether it is required to include cost for Awareness programmes/IEC activities? is any specific tool required to be used for these activities? | The bidder has to include the cost of conducting awareness programmes also. This has to be designed in the Technical proposal, Initial Plan of Action and microplan. |
| 37 | RFP 6.1.15/16 As the CoC is taking initiatives for installing ISWM project including processing of waste through private operator within the designated landfill sites, the bidder shall supply the wastes collected from the concession area to the facility set up by the private operator on commissioning of the facility/project. These section required clarification for project planning and activity schedule | Kindly refer the clause 2.1.12 of the Concession Agreement and 1.1.17 of the Concession Agreement. It reads as "Disposal: Disposal shall mean depositing and dumping the MSW in the earmarked or assigned place in the dumping ground and/or delivering the MSW at the plant or project site to be set up by the CoC or any other person authorized by the CoC in the dumping ground situated in Kodungaiyur or Perungudi for processing or handling of the MSW in any manner." |
| 38 | RFP 7.0.0 Whether it is compulsory to deploy the infrastructure and manpower stated. Whether the manpower can be reduced by deploying other materials and other type of vehicles. | In clause 7.0.0 of the RFP, the minimum given is only indicative. The bidder may vary with the figures given as minimum requirement of manpower, vehicles and equipment may be reduced or increased suitably and more number of items may be included to ensure the sustainability of the project successfully and the same shall be established by the Bidder in his technical proposal. |

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| 39 | RFP 7.0.0 Type of vehicles for collection of garden waste The type of vehicles to be provided for collection of garden waste is not stated | It is open to the concessionaire but it should collect garden waste to meet quality stipulations in clause 8.3 of Concession Agreement. |
| 40 | RFP Clause 7.0.0 Is it require to provide the Manpower specified in all 365 days. Keeping the holidays, leaves it requires to engage 20% more work force and staff to adjust against leaves and holidays. | The work has to be carried out in all the days. The bidder shall have spare labour for holidays and rotational weekly holidays. The quality specification stipulated in clause 8.3 of Concession Agreement must be met. |
| 41 | The life of bins are maximum 2 to 3 years. Any funding is provided after 3 years for replacement as replacement required at least two times in 7 years period | No funding will be given. All material cost and replacement cost, operation and maintenance cost is supposed to be built in the tipping fee. |
| 42 | We noted that you have specified several equipment and vehicles for the contract. However, no specification is mentioned | Vide answer to Sl. No. 42. The quality stipulations in clause 8.3 of Concession Agreement shall be met. The specification can be decided by the concessionaire in accordance with rules and regulations. |
| 43 | We note that you have not specified any auto rickshaws for collection of garbage from households. Use of tricycles, wheeled bins, transfer station and then collection and disposal to landfill will involve multiple handling at different stages of garbage collection. | Quality stipulations in clause 8.3 of Concession Agreement shall be met. |
| 44 | Kindly provide the list of existing vehicles along with make and year of manufacture | Kindly note that the bid area vehicles are owned and operated by private agency. Hence data is not readily available. |
| 45 | Will the existing vehicles & machinery be transferred to the Concessionaire? If yes than at what terms & conditions. | No. Vehicles or machinery will not be transferred to the bidder |
| 46 | Kindly provide the Map of the zones with road details | It is given in RFP. Further, details are supposed to be obtained by dumping site visit (or) due diligence of field survey. |


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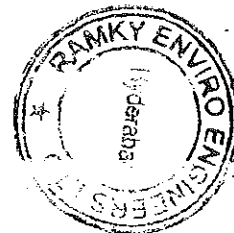
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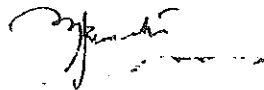
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| 47 | Whether CoC give any financial assistance in mobilizing equipment and machinery | The bidder shall meet all cost relating to the projects and make all investments. It is in the project title itself. <i>Vide</i> RFP clause 1.2.1 |
| 48 | While procuring vehicles and equipments for the works, in case of import of vehicle, would there be any exemption of duties? | The bidder can claim exemption of duties available under the existing import laws. |
| 49 | RFP 8.1.1 Whether the bidder should have experience of all activities stated in one Single ULB? Whether experience of handling different activities in different ULB's all with 600 MT/day will be accepted. | The experience shall be in one urban local body in a single contract for all the activities mentioned in clause 8.1.1 |
| 50 | The financial turnover of Rs.50 crores to be considered on a consolidated basis for the Business Entity and its subsidiaries | <i>Vide</i> answer to question No. 23. for RFP clause 5.1.1. It applies to Financial turnover also. |
| 51 | Turnover from processing of MSW apart from collection, transport, and disposal for financial eligibility | Kindly refer to clause 8.1.4. It is not acceptable. |
| 52 | " shall have minimum turnover of Rs.50 crores in any 1(one) year in the last three financial years." Justification | The prescribed financial for one year alone cannot be considered |
| 53 | We request you to consider MSW processing Plant also of minimum 600 TPD experience as qualification. | Not envisaged. |
| 54 | Kindly also include the experience in Mechanical sweeping in this tender. | Not envisaged. |
| 55 | RFP Clause 8.1.2 Experience in difference contract may be allowed for arriving 600 MT | Not acceptable |
| 56 | CoC is requested to kindly explain the term handling municipal solid waste | handling MSW means all the experiences required for the project as stated in the clause 8.1.1 of the RFP |
| 57 | Whether the Rs.50 crore turnover is the sum of 3 financial years in last 5 years. Kindly confirm. | The bidder shall have Rs.50 crores every year for three years out of the last 5 financial year. Kindly refer RFP clause 8.1.4 |


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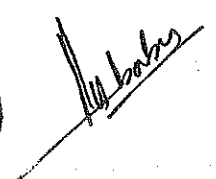




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| 58 | RFP Clause No.8.1.5 Bidding consortium as a whole-together meets the qualifying criteria may be accepted. Hence, for consortium, " LEAD MEMBER " clause should be reconsidered. | The LCM clause cannot be revised. |
| 59 | RFP clause 9.1.0 Please consider to remove the operation & maintenance of intermittent municipal solid waste transfer stations as transfer station concept has developed in India in last 2-3 years while now the new trend is collecting & transporting the waste directly to dumping ground with bin less system | Experience in The operation maintenance of transfer station is not insisted |
| 60 | RFP 9.3.1 For Business Entities registered outside of India, please consider to allow certificate to be provided from qualified auditor enrolled and registered with the equivalent entity in its jurisdiction | The certificates by auditors in other countries can be accepted if it is authenticated by the concerned embassies <i>Vide</i> clause 5.1.3 of RFP |
| 61 | RFP clause 17.1.2 The basis of awarding the contractor would be based on technical evaluation and L.1. Why does Corporation need to know the profitability also be a benchmark for awarding a contract? | The CoC wants to assess the reasonableness of and the viability of the tipping fee quoted by the bidder. Hence, the profitability statement has been sought. |
| 62 | RFP 17.1.5 Could be it assumed that all the rates for the whole tender operations need to be submitted as rate/ton or tipping fee per ton. | The rate has to be furnished as tipping fee. |
| 63 | RFP clause 19.3.0 Concession Agreement may be allowed to be signed by all the Consortium Partners against only the Lead Member | The Concession agreement shall be signed only by the LCM. <i>Vide</i> RFP clause 5.1.1(vi) |
| 64 | RFP 19.3.1 Please confirm whether all payments made by CoC to the Concessionaire for the duration of the Concession | All necessary and essential Acts will apply. |

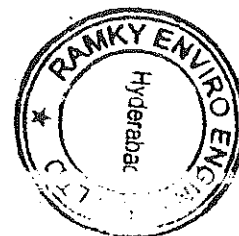

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| | disposal This information will help the bidder to system design and transportation model | No construction debris shall be collected by the bidder. |
| 73 | CA 2.1 The tender is for Collection, Segregation, Transportation and Disposal Processing of Waste may also be included to make it Integrated Project. | Not considered. |
| 74 | CA 2.1((1) & (4) Please clarify whether the cleaning and upkeep of beaches are included in the Scope of work (or undertaken by the Chennai Metropolitan Development Authority) or the scope is limited to the collection from beach service roads | The main roads and service roads coming under the territorial of the proposed new zones of 9, 10 and 13 in the beach area falls under the concession area. The sand area is included. |
| 75 | 2.1 4, Please provide the list of all roads where sweeping activity to be undertaken. Also provide their road lengths and widths for better planning of sweeping activity | Site visit has already been arranged by the CoC. Street list and length and width are not readily available. However, the bidder may have field survey on their own and submit their technical proposal for street sweeping |
| 76 | CA 2.1(5) For referenced "emergency situations ", please provide guidance with regards to expected number of such requests each year and scope of such requirements to allow us to make suitable provisions in our bid. | The emergency situation means only an unexpected situation. Hence, the requirement cannot be ascertained now. |
| 77 | CA 2.5 In the tight schedule provided for the tender and implementation of the Project, please consider to allow for a phased implementation of the operations, including a grace period on imposition of any penalties, to allow the Concessionaire sufficient time to bring service levels to the required standards. | The time for start of operation is modified as 60 days (SIXTY DAYS) with the grace period as provided in the draft Concession Agreement. Phased manner taking over the Concession area may be allowed subject to the condition that the entire Concession Area has to be taken over by the Concessionaire before the expiry of the 60 days. The 2 nd year rate will be applicable to the concessionaire only from the date of completion of taking over |

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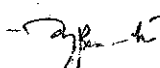
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| | | process of the entire concession area. However, the Concession Period will be seven years from the COD |
| 78 | CA 2.7 For any extension of Concession Period, e.g. the 8 th year of operation and thereafter, please consider to apply any escalation in the Tipping Fee for the entire extension period, rather than for the period exceeding six months. This is essential to take into account cost inflation for this period. | The Concessionaire will be allowed escalation in price at the rates agreed in the Concession Agreement between the parties for the extended period also beyond seven years. |
| 79 | CA 2.1. 12 What is the distance from each transfer stations to the dumping site | Site visit has already been arranged to the bidders. The bidders would have made field studies. |
| 80 | CA 2.1 14 Could it be assumed that Service Provider is required to propose also for operation of transfer station and landfill? | The bidder has to operate and maintain the transfer station also. But the bidder need not maintain the landfill site. |
| 81 | CA 3.1(a) Please clarify whether the Performance Security of Indian Rupees 3 crore as referenced in CA 3.1(a) is the same as the Performance Guarantee of Indian Rupee 2 crore as referenced in RFP 19.2.0. If so, please clarify the required amount. Please also provide site plans (e.g. as built drawings) for all transfer station sites and work depot, as well as existing permits and other relevant documents associated with the continuing operation of such sites. | The Performance Security mentioned in RFP 19.2.0 may be read as INR THREE CRORE instead of INR TWO CRORE. The site visit has already been arranged for the concessionaire. The ownership of the transfer stations will lie with the CoC during the entire concession period or such extended concession. The concessionaire is only permitted to use them for the project purposes. |
| 82 | CA 3.1.b It is mandatory to achieve the financial closure within 15 days of commencement date; otherwise, the consortium shall be treated as in default The time period is very short | The bidder may achieve the financial closure within 30 days of commencement date. |


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| | and hence relaxation / increase in time for achieving financial closure is requested | |
| 83 | CA 3.2 b) (i) Area details of available transfer stations and lorry stations may be provided | (i) Site visits has been already arranged. Therefore area details cannot be given at that time. However, if necessary the bidder may on his own make site visit also. |
| 84 | (ii) Request you to kindly clarify whether any modernization of transfer station is allowed or not for improvement system? | (ii) The modernization of existing transfer station is allowed. Any infrastructure created installed, commissioned, build, or erected and fixtures shall be transferred to the CoC at the time of conclusion of concession period or such extended concession period. However, the machineries, tool, equipments etc deployed and detachable may be taken out by the Concessionaire. |
| 85 | (iii) What is handing over period for transfer station at Alandur | (III) The transfer station at Alandur is expected to be ready in by the time the LOA is given. However, if any finishing work has to be made it will be made by the CoC. Any other improvement if necessary may be carried out by the Concessionaire. |
| 86 | (iv) Is land demarcated for workshop and parking facilities in each zone? If yes kindly provide the area and location. This will help bidders to estimate the route plan. | (iv) The vehicles workshop and parking facilities will be provided to the bidder as per the availability which was shown to bidder during site visit. |
| 87 | (v) Transfer stations Please confirm if the transfer station in Zone 13 has to be developed by the bidder or if it would be provided by the concessioning authority to the successful bidder | The Transfer Stations will be handed over to the bidder in as is where is condition which has to be improved according to the need by the bidder. |
| 88 | Kindly provide the details of workshop for the said project | Site visit has already been arranged. No further details are readily available. |
| 89 | Kindly provide the list of manpower deployed in the three zones for collection and transportation. Is there any obligation towards the | The major portion of the concession area is maintained by the private operator now. So, it is not readily available to provide to provide the list of manpower. There |


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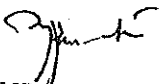
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| | concessionaire regarding the manpower | is no obligation for the Concessionaire to take over the manpower. The past experience need not be emulated. |
| 90 | Please confirm the make and model of Transfer Station equipment and installation year. Also provide the details of power consumption in each Transfer Station | The transfer stations are constructed with civil structures and steel fabrication works. They were constructed 8 to 3 years. As the transfer stations are maintained by the private operator the power consumption cost is not readily available. |
| 91 | CA 4 Please provide a detailed list of existing Project facilities that will be handed over, including any equipment, tools and supplies. Please also provide the plans(e.g. as built drawings) for all transfer station sites and work depot, as well as existing permits and other relevant documents associated with the continuing operation of such sites. | The transfer stations will be handed over only with the facilities, tools and equipments available at the time COD on as is where is basis. Any other tools, equipments and machineries required may be deployed or fixed (not erection) which may be taken out by the Concessionaire on conclusion of contract. |
| 92 | CA 4.1 As the Concessionaire is expected to take over Project Facilities that are currently operated by other 3 rd parties, please confirm that the Concessionaire will not be held liable for any environmental damage that may result from the previous operation of such facilities. | The concessionaire is expected to operate and maintain the transfer stations without any environmental damage or any other concurrent damage. So, whatever improvement required to maintain them to that standard shall be made by the Concessionaire. |
| 93 | CA 4.3(b) Please clarify whether the designated dumping ground complies with MSW rules 2000 and the Concessionaire will not be held liable for any environmental damage that may result from dumping residual MSW at such dumping ground. | The scope of the bid ends with disposal at dumping ground. Maintenance of dumping ground is done by CoC. All efforts are made to meet all environmental stipulations including MSW rules |
| 94 | CA 6.2.1 b) The bidder has to collect the waste separately if the same is supplied unsegregated | Though segregation is the obligation of the generator, it is the responsibility of the Local Body to provide collection system for the |


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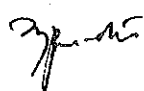
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| | condition by the generators. | segregation system. Therefore, no change in the scope of the work in respect of provision for collection segregated waste can be contemplated; by both CoC and concessionaire. |
| 95 | <p>Provided that if the Agreement is terminated due to any event other than an event of default of concessionaire, the performance security..... and released to the Concessionaire.</p> <p>Please clarify the phrase "any event"; Please mention the list of events, other than those mentioned under event of default, that would be construed "any event"</p> | <p>Any breach of obligation of the provisions of the concession agreement is the event of default. Please refer clause 13.1 of Concession Agreement.</p> |
| 96 | <p>CA 6.1.1 (c)</p> <p>Please consider to provide written notification of any deduction made by CoC and require replenishment within the specified period upon receipt of such notification for clarity.</p> | <p>The if any amount is deducted from the Performance Security, notice to the effect will be sent to the Concessionaire and the Concessionaire shall within 7 working days reimburse the such amount to the CoC. The failure to do will constitute an event of default.</p> |
| 97 | <p>CA 6.2.2 b)</p> <p>Time given as 7 days for submission of micro plan may be increased.</p> | <p>The micro plan may be submitted within 15 days of the issuance of LOA.</p> |
| 98 | <p>6.2.3 iii f)</p> <p>It is suggested that a small committee of experts may be constituted for reviewing the conformity of Concessionaire's activities with the O & M requirements rather than delegation to a single authority</p> | <p>The bidder may appeal to the Commissioner, CoC whose decision will be final.</p> |
| 99 | <p>CA clause 6.2.14</p> <p>In case an alternative dumping ground is designated, please clarify whether the service fee to be Concessionaire is subject to adjustment for any additional transport distance and other costs incurred to utilize such alternative dumping ground.</p> | <p>Tipping fee is the final factor on which no modification is accepted. Only accepted escalation as per Concession Agreement is contemplated. The possibility of the event stated in this query is very very rare.</p> |


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| 100 | CA clause 6.2.14 g) The Concessionaire hereby undertake to accept all MSW supplied by the residents/commercial establishments/non-commercial establishments/government bodies or agencies Concessionaire shall accept MSW exclusive of hazardous waste and bio-medical waste. | Please refer answer to clause 1.1 of Concession Agreement. MSW includes treated bio-medical waste if any and excludes untreated bio-medical wastes. |
| 101 | CA 6.2.14 J) The dumping ground should be open round the clock as the vehicle from transfer station will mostly be unloaded in dumping ground during night. | The disposal of waste collected during night hours will be permitted in the dumping ground in the event of emergency, and for the vehicles collected directly from the collection points. For the waste transportation from Transfer Stations, the disposal at the dumping ground shall be made only at the day hours. It is subjected to time to time modifications based on the MSW situation. |
| 102 | CA 8.2(c) & Schedule D D 1.4 (c) With regards to time period within which to address any grievance/complaints, it would be more effective to have a consistent timeframe whereby penalties will apply(more 6 hours) and the reporting requirements (monitor addressing complaints addressed within 4 hours) | The complaint has to be attended within 6 hours. No change. Please refer 8.2.6 of Concession Agreement and the Annexure III part 6 is hereby corrected to 6 PDS approved hours. |
| 103 | CA 8.2 Please confirm will CoC provide space to develop grievance redressing cell. | The bidder is expected to kindly make their own arrangement for setting up of the grievance cell |
| 104 | Ca 9.1.5 (ii) Please provide a list of statutory deductions as referenced CA clause 9.1 | Statutory deductions will be made at the rates prevailing at that time. As per the existing practice, Income Tax and Surcharge there on and Education Cess on Income Tax plus Surcharge is deducted. |
| 105 | Payment terms are very stringent, request you to kindly make payment 80:20 basis instead of 50:25:25 as the | In order to emphasis quality in equivalent terms to quantify the payment terms was designed. Hence payment terms need to be |

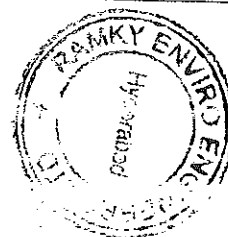

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| | proposed payment are practically not possible and handling MSW C&T business with this kind of payment terms are very difficult. | like this for maintaining clean city. |
| 106 | The escalation specified is less considering the inflation, Min wage increase and fuel increase. Hence it should be minimum 9% as the entire C &T and sweeping is work force incentive and fuel dependent. | Price escalation is calculated only after detailed analysis. The factors mentioned can be worked out by providing in built tipping fee. |
| 107 | CA 9.1 What is the department estimated cost for the entire scope of work considering the Rate on return on investment and depreciation on fleet? | There is no department rate. Since is a competitive bidding process, price capturing is expected to be done by the concessionaire. |
| 108 | The payment of tipping fees will be according to GAP(Gross Admissible Payment) which is described as will be in 3 parts of 50%, 25% and 25%. There will be admissible deductions and applicable penalties on part 2. Please clarify the complete modus operandi as the flow of cash from tipping fee may be in parts as per it. | Clause 9 of Concession Agreement, explains clearly about quantitative (50%) and qualitative (25 + 25 =50%) payment methodology. The Annexure II and III will provide necessary cash flow clarity. Annexure VI depicts a working example. |
| 109 | CA 9.2 Please confirm that disposal at the dumping ground of all existing waste at the Transfer Station sites at the time of the handover of the Transfer Stations will be subject to payment at the same service price rate | There will be no existing waste at the time of handing over of the transfer stations to the Concessionaire. Therefore tipping fee definition remains the same as stated in clause 1.1. (56) of Concession Agreement. |
| 110 | CA 9.3 Please consider to include a clause to specify the period from the submission of invoice within which the CoC will make payment to the Concessionaire, e.g. 30 days. | The Concessionaire will be paid the invoice amount within 30 days of their presentment of invoice amount subject to orderliness of their invoice. If there is any effect in the bill, 30 days time will be taken from the date of submission of correct invoice. |
| 111 | CA 9.3(c) Please confirm that "escalated | The escalation will not be compounded every year. The |

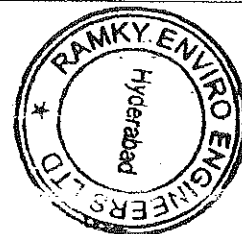

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 CORPORATION OF CHENNAI,
 CHENNAI.





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| | <p>by 5% every year on the first year Tipping Fee " means that such escalation compounds every year, e.g. if first year Tipping Fee (TF) = INR 1,000.00, 2nd year TF = INR 1,050.00, 3rd year TF = INR 1,102.50, 4th year TF = INR 1,157.63 etc</p> | <p>agreement clause is clear. If the tipping fee is Rs.100 the second year tipping fee will be Rs.105 and the 3rd year 110 and the 4th year 115 and so on. The necessary in built calculation is supposed to be made.</p> |
| 112 | <p>CA 13.1 (a) (vii) & (b) (i) Based on the principle of reciprocity, please consider to change period in both clauses to 180 days.</p> | <p>Clause 13.1. b) i) the 180 days shall be read as 90 days</p> |
| 113 | <p>CA 13.2(a)(iii) page 52 of Concession Agreement.</p> <p>Please clarify the term "may proceed" in the 3rd paragraph. Please confirm that the 2nd paragraph will apply, i.e. issue 60 day termination notice, under the circumstances indicated in the 3rd paragraph.</p> | <p>The 2nd para of Concession Agreement 13.2 (a) (iii) is rephrased like this, The party who issued show cause notice, on receipt of reply to show cause notice, may either drop further action on the show cause notice if the reply is satisfactory, or proceed with the action to issue termination notice, giving SIXTY DAYS time specifying the date clearly from the date on which the agreement is proposed to be terminated.</p> |
| 114 | <p>CA 13.2(c)/page 53 of Concession Agreement</p> <p>Please confirm whether the Performance Security which has been forfeited can be deducted from the total compensation amount.</p> | <p>Performance Security cannot be deducted from the total compensation.</p> |
| 115 | <p>CA 16 / page 56 of Concession Agreement</p> <p>As only "Change in law " has been provided, please clarify the impact to the parties and / or to the Project of any occurrence of change in law</p> | <p>The concessionaire as well as the CoC is liable to follow the change in law at their cost in discharging their contractual obligations under the concession agreement.</p> |
| 116 | <p>CA 16 (III) / page 56 of Concession Agreement.</p> <p>Please consider to amend the 3rd item in the list of exclusions for change in law to "Any non-</p> | <p>Concession Agreement clause 16(iii), is self containing and clear.</p> |


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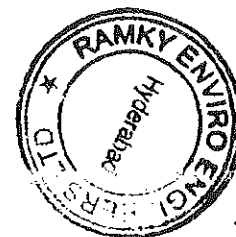


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| | material change in rates of taxes” | |
| 117 | CA 17.1(a) / page 57 of Concession Agreement Please consider applicability of such clause for Business Entities registered outside of India | the terms “under the laws of India ” may be read as “under the laws of India or equivalent law of other nations ” in CA 17.1 subjected to clause .5.1.3 of RFP/ page 15. |
| 118 | CA 18.2 / page 59 of Concession Agreement Please consider to include remedy duration | This clause is clear. The remedy duration may be as per law. It is also discussed there in 13.1.a (vii) and-13.1. b(i)/page 51 of Concession Agreement. |
| 119 | CA Schedule C As the language for the Bank Guarantee will need to be negotiated with the issuing bank, please consider provision to allow reasonable amendments for the Proforma for Bank Guarantee and not be treated as a deviation to the CA | The bank guarantee may be in any other form provided that the Bank Guarantee shall serve the purpose of CoC and shall be acceptable to the CoC. The essential components of the bank guarantee format shall not be compromised. Kindly refer Concession Agreement Schedule C / page 56. |
| 120 | CA Schedule D D 1.3(b) Please provide a list of Applicable laws aside from the MSW Rules 2000 | The applicable laws may be ascertained by Concessionaire. However an indicative list of laws are mentioned in clause 10.1 a) in para 3. |
| 121 | CA Schedule D D 1.3(a) Please confirm that the Concessionaire has the flexibility to transport waste from any of the 3 zones to any of the 3 transfer stations in order to minimize travel distance and enhance the efficiency of waste collection operations. | Reasonable planning option is open to the Concessionaire subject to sanction by the technical committee for technical proposal and Project Officer for Micro Plan. |

The following amendments are proposed in the Bid Document

1. In clause 1.30 of Concession Agreement the terms “bilization period ” may be corrected as “Mobilization Period”
2. The Clause 4.1 a) of Concession Agreement is modified as follows:
“ The CoC shall handover the project facilities like Transfer Stations and Vehicles Operation depots to the Concessionaire in respect of the

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CORPORATION OF CHENNAI,
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[Signature]

Concession area, in as is where is condition for use of Concessionaire during the Concession Period for the purpose of the Project free of any charges "

It is once again reiterated that the interpretation as mentioned clause 1.2.12 of Concession Agreement provides for CoC to explain final interpretation in case of any contradiction.

The minutes of Pre-bid conference and the above amendments may be treated as part of Bid Document and shall be read in conjunction.

Superintending Engineer(SWM)



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S.W.M.C.No.A7/2860/2011

Corporation of Chennai

Solid Waste Management

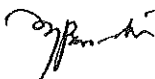
Dated 19th October, 2011

Selection of Private Operator for Collection, Segregation, transportation and disposal of Municipal Solid Waste Management in the proposed new Zones IX, X and XIII of Corporation of Chennai

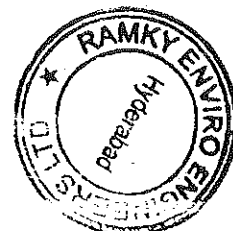
Amendment No.2

The eligibility criteria the experience in handling MSW is revised as 400 Metric Tonne per day in one Local Body in a single contract, in RFP Clause 8.1.2 in view of the request made in Sl.No.49 in the minutes of prebid conference after necessary consideration by the competent authority.

Superintending Engineer(SWM)



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CORPORATION OF CHENNAI,
CHENNAI - 600 003.





From,

Commissioner,
Corporation of Chennai,
Rippon Buildings,
Chennai-600 003

To,

M/s. Ramky Enviro Engineers Ltd.
6-3-1090, 5th Floor, TSR Towers,
Above Standard Chartered Bank,
Rajbhavan Road, somajiguda,
Hyderabad-500 082.

S.W.M.C.No.A7/2860/2011

Dated: 24.11.2011

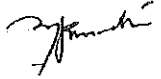
Sirs,

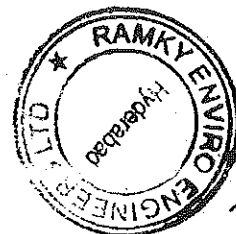
Sub:- Corporation of Chennai-Solid Waste Management-Selection of Private Operator for collection, segregation, transportation and disposal of Municipal Solid Waste in the proposed new Zones IX, X and XIII of Corporation of Chennai-Bid submitted by M/s. Ramky Enviro Engineers Limited-Bid approved by the Competent authority-Letter Of Award issued-regarding.

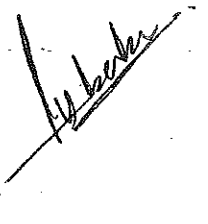
- Ref:-
- 1 Bid submitted by M/s. Ramky Enviro Engineers Ltd., dated.24.10.2011
 2. Negotiation letter from M/s. Ramky Enviro Engineers Ltd dated 21.11.2011
 3. Negotiation letter from M/s. Ramky Enviro Engineers Ltd dated 22.11.2011
 4. Resolution of Council No.345/2011, dated 23.11.2011

<<<<<>>>>

The Bid offered by M/s. Ramky Enviro Engineers Ltd., cited in the reference 1st for the selection of Private Operator for collection, segregation, transportation and disposal of Municipal Solid Waste in the proposed new Zones IX, X and XIII of Corporation of Chennai(COC), read with the negotiation of price quoted in their Financial Bids, vide their letters cited in the reference 2nd and 3rd, has been approved by the Competent Authorities at the negotiated price for seven years as stated below as per the tender conditions.


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SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI,
CHENNAI - 600 003.





| Year | Tipping fee payable to the Bidder for the removal of MSW per Metric Tonne in INR |
|--------------------------|--|
| For 1 st year | Rs.1469.00 |
| For 2 nd year | Rs.1542.45 |
| For 3 rd year | Rs.1615.90 |
| For 4 th year | Rs.1689.35 |
| For 5 th year | Rs.1762.80 |
| For 6 th Year | Rs.1836.25 |
| For 7 th Year | Rs.1909.70 |

Therefore, this Letter Of Award (LOA) is issued to M/s. Ramky Enviro Engineers Ltd., in duplicate, accepting their bid together with the negotiation letters offered by them. M/s. Ramky Enviro Engineers are requested to return the duplicate copy of this LOA, duly endorsing that this LOA is accepted by them, in token of their acceptance of this LOA, within SEVEN DAYS of their receipt hereof.

M/s. Ramky Enviro Engineers are also requested to furnish Security Deposit/Performance Security (Performance Guarantee) for the value of INR.3,00,00,000/-(Rupees Three Crores Only) by means irrevocable Bank Guarantee obtained from the Scheduled Banks, situated within the territorial jurisdiction of COC in the format prescribed in Schedule C of the Concession Agreement, or by means of Demand Draft drawn in favour of Commissioner, Corporation of Chennai.

M/s. Ramky Enviro Engineers are also requested to execute an agreement, in duplicate, copy of which may be obtained from the undersigned, within FIFTEEN DAYS of the receipt of this letter for faithful performance of the Contract.

M/s. Ramky Enviro Engineers are also requested to submit their Micro Plan, separately for each Zone, as per clause 6.4 of the Concession agreement, within SEVEN DAYS of receipt hereof.

Kindly note that if the company fails to fulfill the above conditions and requirements within the time stipulated, the EMD furnished by them will be forfeited and further action will be initiated.

[Signature]

SUPERINTENDING ENGINEER
SOLID WASTE MANAGEMENT DEPT.
CORPORATION OF CHENNAI
CHENNAI - 600 003.

Commissioner

