

Delhi Pollution Control Committee
5th Floor, ISBT Building, Kashmere Gate, Delhi – 110 006

Addendum to Tender invited for setting up Common Bio-medical Waste Treatment and Disposal Facilities (CBWTF) in Region 2 of Delhi

This is in reference to the tender released by DPCC, No. **DPCC/WMC-I/ACBWTF/2021/Tender** dated 9th August 2021, for setting up Common Bio-medical Waste Treatment and Disposal Facilities (CBWTF) in Delhi on BOO (Built, Own, and Operate) basis for the collection, transportation, reception, storage, treatment and disposal of bio-medical wastes for the following region of the NCT of Delhi.

Region-2: West, South west and Central districts of NCT of Delhi

The following addendums are here by being made to the Tender Document:

S.No.	Tender Page / Clause No.	Existing Clause	Addendum
1.	Page no. 55, Section IV: General Condition of the Contract (1.d)	The prevailing rates being charged from HCFs by CBWTFs can be taken from website of Directorate General of Health Services Govt. of NCT of Delhi. The rate for utilizing the CBWTF in year 2020 are annexed as Annexure-F	The DHS rate list is attached as Appendix 1
2.	NA	General	The draft Concessionaire Agreement to be signed by Successful bidder is attached as Appendix 2

The Bidders are requested to apply for the Tender considering the above specified responses.

This document is available at the Government of NCT of Delhi e-Portal (<https://govtprocurement.delhi.gov.in>) as well as on the DPCC website (www.dpcc.delhigovt.nic.in)

Member Secretary
Delhi Pollution Control Committee

**GOVT. OF NCT OF DELHI
DIRECTORATE OF HEALTH SERVICES,
F-17, KARKARDOOMA, DELHI-110032
(Bio-Medical Waste Management Cell)
Ph: 011-22304549 E-mail: cmobmw@dhhs.delhi@nic.in**

F. No. 25/3(69)/07/DHS/BMW/CBWTF/2014 1593-1606

Dated: 08/09/2020

To,

The Director,
M/s SMS Water Grace BMW Pvt. Ltd.
Nilothi, STP Area, Near DJB,
Nilothi, Delhi-110041,

The Director,
M/s Biotic Waste Solution Pvt. Ltd.
46, SSI Industrial Area
G.T. Karnal Road, Delhi-110033.

Sub:- Rates for utilizing the Common Bio Medical Waste Treatment Facility for the year 2020 w.e.f. 01-01-2020.

The approved rates for collection, transportation, treatment and disposal of Bio Medical Waste during the year 2020 w.e.f. 01-01-2020 is enclosed herewith.

It is hereby directed to comply with the Bio Medical Waste Management Rules, 2016 as amended 2018 and 2019. Rates for collection, transportation, treatment and disposal of Bio-Medical Waste during the year 2020 w.e.f. 01-01-2020 will be as follows:-

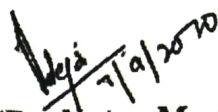
Rates for utilizing services of CBWTF (for existing facilities) for the year 2020 w.e.f. 01-01-2020.

Category	Maximum Charges
a. Poly clinics/ Dispensaries (Health Facility other than Delhi Govt.)	Rs. 891/- per month
b. Forensic Labs	Rs.891/- per month
c. Bedded facility 1-7 (Health Facility other than Delhi Govt.)	Rs. 891/- per month up to 7 beds
d. 8 beds and above (Health Facility other than Delhi Govt.)	Rs. 119/- per bed per month

- Rates applicable w.e.f. 01-01-2020 for the year 2020.
- Entire Bio Medical Waste for Delhi Govt. Health Care Facilities continues to be collected, transported, treated and disposed off free of cost as per the DPCC Order No.DPCC/WMC-I/CBWTF/2013/569-1076 dated 15-05-2015.

[Handwritten signature]
7/9/2020

- In case of discontinuation of regular service of CBWTF, proportionate rates will be deducted by Health Care Facilities.
- In case of any complaint of over charging, action would be initiated as per rules. This issues with the approval of Pr. Secretary (H&FW).

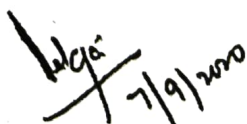

 (Dr. Nutan Mundeja)
 Directorate General of Health Services
 GOVT. of NCT of Delhi

F. No. 25/3(69)/07/DHS/BMW/CBWTF/2014 1593-1606

Dated: 08/09/2020

Copy to the following for information and necessary action:-

1. The Principal Secy. (Environment) Govt. of NCT of Delhi, 6th Level, C-Wing, I.P. Estate, Delhi Sectt. New Delhi-110002.
2. The Member Secy. Delhi Pollution Control Committee, 4th Floor, ISBT Main Building, Kashmiri Gate, Delhi-110006, with the request to direct M/s Biotic Waste Solution Pvt. Ltd. to follow above rates.
3. The Secretary, New Delhi Municipal Council, Palika Kendra, Parliament Street, New Delhi-110001.
4. MOH South Delhi Municipal Corporation, E Block, 18th Floor, Dr. SPM Civic Centre, Minto Road, New Delhi-110002.
5. MOH, North Delhi Municipal Corporation, Health Department, Dr. S.P.M. Civic Centre, Minto Road, New Delhi-110002.
6. MOH East Delhi Municipal Corporation, 419, Udyog Sadan, Patparganj Industrial Area, Patparganj, New Delhi, Delhi 110096.
7. CEO, Delhi Cantonment Board, O/o Cantonment Board, Sadar Bazar, Delhi Cantt., Delhi-110010.
8. Forensic Science Laboratory, GNCT of Delhi, Madhuban Chowk, Sector-14, Rohini, Delhi-110085.
9. President, Delhi Medical Association, DMA House, Medical Association Road Darya Ganj, New Delhi-110002.
10. The Director General, ESI Corporation, Panchdeep Bhawan, Comrade Inderjeet Gupta (CIG) Marg, New Delhi, Delhi 110002.
11. MS, Nursing Home Cell, Govt. of NCT of Delhi, S-1, School Block opposite Ganesh Kachodi Wala, Shakarpur, Near Laxmi Nagar Metro Station, Delhi-110092.
12. PS to Principal Secretary (H&FW), Deptt., Govt. of NCT of Delhi, 9th Level, A-Wing, I.P. Estate, Delhi Sectt. New Delhi-110002.


 (Dr. Nutan Mundeja)
 Directorate General of Health Services
 GOVT. of NCT of Delhi

THE DRAFT CONCESSION AGREEMENT

THIS THE CONCESSION AGREEMENT is executed on __ day of _____, 2021 at _____, Delhi with a validity of 10 years or till the validity of Authorization under BMW Rules, 2016/ Consent to Operate (CTO) under Air & Water Act granted by Delhi Pollution Control Committee (DPCC), whichever is more.

AMONGST

Delhi Pollution Control Committee (DPCC) as an autonomous regulatory body came into existence w.e.f. 01.06.1991 vide Notification Dated 15.03.1991 of Central Pollution Control Board (CPCB), delegating its powers and functions to DPCC with regard to National Capital Territory of Delhi, under Section 4(4) of Water Act & Section 6 of Air Act represented by its Member Secretary and having its office at 5th Floor ISBT Building, Kashmere Gate, Delhi-110006 (hereinafter referred to as the “The Concessioneing Authority” or “DPCC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns);

AND

M/s _____ a
COMPANY incorporated under the Companies Act, 1956 and having its registered office at

_____ (hereinafter referred to as the “The Concessionaire” which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substituted);

WHEREAS,

1. That the Ministry of Environment and Forest and Climate Change (MoEF&CC), Government of India (GoI) has formulated the Biomedical Waste Management Rules 2016 (“BMW Rules”) to ensure the collection, segregation, processing, treatment and disposal of bio-medical wastes in an environmentally sound management thereby reducing impact on the environment and mandates that it is the duty of the State Government to ensure implementation of the rule in all health care facilities or occupiers.
2. That the DPCC is the “Concessioneing Authority” and has been mandated to seek EOI/ bids from the proponents for development of new CBWTF in the identified coverage area as per CPCB guidelines issued on December 21, 2016 specifying the criteria for development of a new CBWTF .

DPCC accordingly invited Proposals on 09.08.2021 and invited Bids from Bidders vide Proposal No. _____ dated _____ (the “Tender/Bid Document”) for selection of bidders for implementing the project. In response thereto, DPCC received proposals from several parties.

3. That pursuant thereto, after evaluating the aforesaid proposals, DPCC accepted the proposals _____ submitted _____ by _____ the _____ (the selected bidder/the JV) and issued Letter of Acceptance No. _____ dated _____ (hereinafter called the “LOA”) to _____ (the selected bidder/ JV) requiring inter alia, the execution of this The Concession Agreement within __ days of the date of issue thereof.
4. That DPCC being the “Concessioneing Authority”, shall deal and interact with the selected bidder i.e. _____/the JV comprising of _____, and _____ with _____ as its lead member (the “Lead Member”) for all aspects related to the implementation of this The Concession Agreement. The selected bidder/ the JV shall contact DPCC as a single point agency for any matter or redressal related with this agreement.
5. That the detailed scope of work and all terms and conditions have been enumerated in Tender Document for setting up and operating Common Bio-medical Waste Treatment Facility (CBWTF) in Region -..... Districts of NCT of Delhi No. DPCC/WMC-I/ACBWTF/2021/Tender Date of issue of Tender 9th August 2021. The Tender along with the proposal submitted by bidder in the form of Tender’s annexure shall be Part and Parcel of this agreement.
6. That in case of JV, the Concessionaire shall ensure that the JV Members maintain the following Shareholding in the Concessionaire;
 - a. All members maintain their equity structure for a period of 2 years from the date of commercial operation (COD).
 - b. The shareholding obligations of the JV members are as per the following Table:

Sr. No.	Name of the JV Member	Percentage of Holding of Paid-up and Subscribed Equity
1		
2		
3		

- c. In case of Successful Bidder being a Single Business Entity, the successful bidder shall maintain their equity structure for a period of 2 years from the date of commercial operation (COD).
7. That for the purpose of implementing the project, the Concessioneing Authority inter alia grants to the Concessionaire all privileges, as may be necessary or appropriate to manage the project as per law.
 8. That subject to the terms of this agreement and other relevant provisions under Applicable Laws, the Concessionaire shall have the right to enter into agreements with such persons, as it may deem necessary and appropriate for performing its obligations under this Agreement.
 9. That the rights hereby granted is for the period commencing form the date of Letter of Award and ending on the Period of Ten (10) years from the date of obtaining the first Authorization under BMW Rules, 2016 & its amendments/ Consent to Operate (CTO) under Air & Water Act from Delhi Pollution Control Committee (DPCC) during which the Concessionaire is authorized to design, finance, augment, engineer, construct, develop, operate and maintain the Project facilities in accordance with the provisions hereof.
 10. That in the event of the termination of this Concession Agreement the period shall mean and be limited to the period commencing from the date of Letter of Award and

ending with the Termination Date.

11. That the Concessionaire shall not use the Project Area for any purpose other than for the purpose of this Project and for purposes incidental or ancillary thereto.
12. Time specified for setting up the CBWTF is 12 months from date of issue of Letter of Award. However, in case during appraisal by EAC/ SEAC alternate land is warranted, one opportunity will be accorded to the bidder to identify & possess another land as per tender specifications and to obtain EC. In such circumstances, a grace period of upto 120 days shall be provided, subject to decision of the Competent Authority.
13. That the Concessionaire shall develop the Project Facilities in accordance with the proposed implementation plan submitted by the bidder in the Tender/ EOI and shall during the Development Period, undertake all services relating to design, procurement, and construction of the project facilities in conformity with the Construction requirements/ CPCB Guidelines/ BMWM Rules, 2016 and its amendments.
14. That at any time during the Construction Period, the Engineer – in – charge or his representative of the Concessioneing Authority/ DPCC will have the right to recommend corrective measures in relation to the Project Facilities if they are being carried out in a manner that does not comply with the proposed implementation plan, Project Milestones, Project Specifications or the Performance Standards or are not in compliance with Applicable Law/ Guidelines or Good Industry Practice. The Concessionaire will accept the recommendations from the Concessioneing Authority/DPCC or its representative and implement such corrective measures.
16. That for the purposes of determining that the project facilities are being maintained in accordance with the construction requirements and O&M requirements; the Concessionaire shall with the due diligence carry out all necessary and periodical tests in accordance with the instructions and under the supervision of the Engineer-in-Charge of the Concessioneing Authority/DPCC or its representative. The Concessionaire shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any indicated by the results.

17. That Concessionaire shall suspend forthwith the whole or any part of the construction activities upon receiving a written notice from the Engineer-in-Charge of the Concessioneing Authority/ DPCC or its representative who may require Concessionaire to suspend the activities in whole or part if in the reasonable opinion of the Engineer-in-Charge of the Concessioneing Authority/DPCC or its representative, the construction/ operations are being carried on in a manner that is not conformity with the requirements as per applicable Rules and Guidelines.
18. That the Concessionaire shall be responsible for the security of the Project facilities and maintenance of the existing assets and be responsible for the up gradation of the existing assets as per the requirement.
19. That the Concessionaire shall abide by all government laws/ decrees/ rules/ permits/ byelaws/ or any other statutory provisions may be applicable and required to be followed by the Concessionaire to undertake its roles and responsibilities.
20. That the Concessionaire shall render its full cooperation and support to the Concessioneing Authority/ DPCC for applying for various awards, carbon credits, etc. and any other such activity as required by the Concessioneing Authority/DPCC related with the Project.
21. That the Concessionaire shall indemnify the Concessioneing Authority/ DPCC or its representative against all actions, suits, claims, demands and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by Concessionaire in connection with the performance of its Obligations under this agreement.
22. That in the event of Concessionaire has failed to operate and maintain the project in accordance with the requirements, and such failure has not been remedied despite a notice to that effect issued by the Engineer-in-Charge of the Concessioneing Authority/ DPCC or its representative without prejudice to any of its other rights/ remedies under this Agreement, be entitled to operate and maintain the Project or cause to repair and maintain the Project facilities at the risk and cost of the Concessionaire. The Concessionaire shall reimburse all costs at actual incurred by the Concessioneing

Authority/ DPCC on account of such operation and maintenance or repair and maintenance within 7 days of receipt of the Concessions Authority/ DPCC claim thereof. In case the same is not reimbursed, the DPCC shall have a right to deduct all such charges from the Performance Bank Guarantee submitted by the Concessionaire. In case the amount is more than the amount of the PBG submitted, the concessionaire shall be liable to pay the surplus amount within 7 days of receipt of the Concessions Authority/ DPCC claim thereof.

23. That the Concessionaire shall be deemed to be in material breach of performance if the Engineer-in-charge of the Concessions Authority/ DPCC acting reasonably and in accordance with the provisions of this Agreement, has determined that due to breach of its obligations by the Concessionaire:

- a. There has been failure/undue delay in carrying out scheduled/planned work.
- b. The installation of the Project Facilities or any part thereof is below the acceptance level prescribed under the Tender Document/ BMWM Rules, 2016 & its amendments / CPCB Guidelines.
- c. There has been a serious or persistent let up in adhering to the Requirements so as to meet the compliances as per BMWM Rules, 2016 & its amendments / CPCB Guidelines.
- d. There has been persistent breach of O&M Requirements of the concerned CBWTF. For avoidance of doubt, persistent breach shall mean any breach of O&M Requirements by the Concessionaire which has not been remedied by the Concessionaire despite Notice in respect thereof issued by the Engineer-in-charge of the Concessions Authority/DPCC;
- e. Recurrence of a breach by the Concessionaire, during the pendency of Notice by the Engineer-in-charge of the Concessions Authority/ DPCC requiring the Concessionaire to rectify a breach, and
- f. Repeated occurrence of breach/ default notwithstanding that earlier breach has been remedied pursuant to Notice to rectify or otherwise upon occurrence of a material breach of O&M Requirements as per BMWM Rules, 2016 & its amendments/ CPCB Guidelines/ statutory directions issued

from time to time, the Concessioneing Authority/ DPCC shall without prejudice to and not withstanding any other consequences provided therefore under this Agreement, be entitled to terminate this agreement.

24. The successful bidder shall provide an interest free Performance Security @ 3% of estimated project cost for a period of 60 days ahead from the contract period timeframe (period of Contract + 60 days) from the date of LOA in the prescribed format as specified in LOA, within 30 days from signing of the LOA and as part of fulfillment of the Project Milestones and shall be suitably extended in case of any delay in the project, and as per the requirement of DPCC. After the commissioning of the plant and facility becoming operational, the actual project cost may be submitted along with requisite documents by the bidder to DPCC, which shall be verified / audited by CAG empanelled auditors. The cost for this audit shall be borne by the bidder. Subsequently, the PBG may be modified and resubmitted to DPCC based on the actual project cost, subject to approval of Competent Authority.

25. The performance security may be forfeited by DPCC in case of any violation of Terms & conditions of Contract agreement

26. That in the event of termination of the Agreement, due to any event other than the Concessionaire Event of Default, the Performance Security if subsisting as of the Termination Date shall, subject to DPCC's right to receive amounts, if any, due from the Concessionaire under this Agreement, be duly discharged and released to the Concessionaire.

27. That the Concessionaire shall at its cost, expenses and risk make such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.

28. That the Concessionaire shall throughout the Agreement Period at its cost and expense, purchase and maintain by due re-instatement or otherwise all insurances limited to his obligations in respect of the Project Facilities in accordance with the Prudent Utility Practice.

29. That the Concessionaire shall maintain a register of entry in order of premiums paid and

proof of payments made shall be submitted to DPCC whenever requested for.

30. That the Concessionaire shall, from time to time, provide to the Concessioneing Authority/ DPCC copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by the Concessionaire in accordance with this Agreement.

31. That the Concessionaire shall maintain records in accordance with BMW Rules, 2016 & its amendments / CPCB Guidelines/ DPCC's requirement and provide monthly, quarterly and annual reports of the same to the Concessioneing Authority/DPCC.

32. That in the event the Concessionaire has failed to operate and maintain the Project in accordance with the BMW Rules, 2016 & its amendments / CPCB Guidelines/ Tender Documents Requirements, and such failure has not been remedied despite a notice to that effect issued by the Engineer-in-charge of the Concessioneing Authority/ DPCC, DPCC will be entitled to take coercive action under the provision of Environment (Protection) Act 1986, Water Act 1974, Air Act 1981 and Rules/ Guidelines made there under and any other applicable Environmental Law.

33. That neither party shall be made responsible for an unexpected or uncontrollable event such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power.

34. That if the Concessioneing Authority/DPCC decides to terminate this Agreement it shall issue Termination Notice setting out:

- (i) Sufficient details of the underlying Event causing termination;
- (ii) The Termination Date which shall be a date occurring not earlier than days from the date of Termination Notice;

35. The Concessionaire shall take prior permission from the Concessioneing Authority/ DPCC to close down the CBWTF and such other terms and conditions stipulated by the Concessioneing Authority/ DPCC in such eventuality.

36. That notwithstanding anything inconsistent contained in this Agreement, if the Concessionaire who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the Concessions Authority/ DPCC at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Concessions Authority/ DPCC which had issued the same.

37. That the Concessionaire shall indemnify, defend and hold the Concessions Authority / DPCC harmless against any and all proceedings, actions and, third party claims (other than claims by the Concessions Authority/ DPCC) for loss, damage and expense of whatever kind and nature arising out of the design, engineering, construction, procurement, augmentation, Operation and Maintenance of the Project Facilities or arising out of a breach by the Concessionaire of any of its obligations under this Agreement.

38. That any dispute, difference or controversy arise of what so ever nature between the parties, the same shall be amicably settled by a Dispute Resolution Committee, constituted by DPCC. The Dispute Resolution Committee shall consist of Member Secretary - DPCC, one representative of the CPCB, one representative of the DGHS and one representative of the Concessionaire. Member Secretary of DPCC shall be the Convener of the Committee. The decision of the Dispute Resolution Committee shall be final and binding on the parties to this agreement.

39. That the Concessions Authority / DPCC has the right to amend the concessionaire agreement due to any administrative or legal issues / concerns within the validity period of this agreement.

40. That in the event of the Committee not being able to amicably resolve the disputes as regards interpretation, execution or any matter relating to or arising out of this agreement, the courts in Delhi shall have exclusive jurisdiction to entertain such disputes.

41. This Agreement, the Schedules and Tender document together constitute a complete and

exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE
WRITTEN

SIGNED, SEALED AND DELIVERED For and on behalf of THE CONCESSIONING
AUTHORITY/DPCC by:

(Signature) (Name) (Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of [the
Concessionaire] by: (Signature)
(Name) (Designation)

In the presence of:

- 1.
- 2.