

Request for Proposal

For

**Selection of Contractor for  
The Work of “Legacy Waste Dumpsite Remediation through  
Bioremediation, Biomining and disposal of Residual waste” in Nagar  
Palika Parishad, Sanawad.**

**VOLUME I: Request for Proposal (RFP) Document**

## DISCLAIMER

The information contained in this Request for Proposal (RFP) has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid. The Nagar Palika Parishad Sanawad (herein after referred to as "the Authority" in this Bid Document) does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit a proposal. The designs, drawings, technical data and any other information provided in this RFP is only indicative and neither the Authority nor its employees, officers nor its consultants will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP.

Neither the Authority or its employees or consultants make any claim or give any assurance as to the accuracy or completeness of the information provided in this RFP Document. **Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project.**

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Projects in relation to which it is being issued.

The information and statements made in this RFP document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

This RFP Document has not been filed, registered, or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

The Authority 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.

The Authority reserves the right to modify, suspend, change or supplement this RFP. Any change to the RFP will be notified to all the Bidders to whom the RFP is issued. No part of this RFP and no part of any subsequent correspondence by the Authority, its employees, officers or its consultants shall be taken as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements. The Authority reserves the right to reject all or any of the Bids submitted in response to this RFP at any stage without assigning any reasons whatsoever.

Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. The Authority may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful Bidders will have no claim whatsoever against the Authority nor its employees, officers nor its consultants.

## I. Key Dates

| Event                             | Date       | Time     | Web-Link/Venue   |
|-----------------------------------|------------|----------|------------------|
| Start of Bid Download             | 13/04/2023 | 10:00    | mptenders.gov.in |
| Pre-Bid Meeting                   | -          | -        | -                |
| End Date of Online Bid Submission | 01/05/2023 | 06:00 PM |                  |
| Technical Bid Opening             | 02/05/2023 | 06:00 PM |                  |
| Financial Bid Opening             | --         | --       | Intimate Later   |

## II. Bid Data Sheet

## A.

|                           |                          |
|---------------------------|--------------------------|
| Tender Notice Number      | 2023/BioRemediation/1335 |
| Date of Issue             | 12/04/2023               |
| Tender Inviting Authority | CMO Sanawad              |
| Web-link                  | mptenders.gov.in         |

## B.

| Particulars                 | Data  |
|-----------------------------|---|
| Estimated Cost of Project   | INR 1,41,56,527.0   |
| EMD                         | 0.5% of Estimated Project Cost valid for 210 days from Bid due date in favour of COMMISSIONER/CHEIF MUNICIPAL OFFICER, SANAWAD, MADHYA PRADESH, payable at SANAWAD.   |
| Bid Document Fee            | The Bid document fee: Rs. 12,500 (Rupees twelve thousand five hundred only in favour of COMMISSIONER/CHEIF MUNICIPAL OFFICER, SANAWAD, MADHYA PRADESH, payable at SANAWAD. The Bid document fee shall be paid online. |
| Bid Validity Period         | 180 Days from the due date of Bid Submission  |
| Duration of Work Completion | 4 Months  |

|                             |  |
|-----------------------------|--|
| Eligible Bidder for Bidding | Individual Bidder or Joint Ventures<br>(Consortium of two bidders is allowed)  |
| Method of Bid Submission    | <b>Only Online Submission-</b> Technical & Financial Bid   |
| Method of Selection         | Least Cost Bidder (L1 Bidder)  |
| Performance Security        | <p>5 % of Contract Value</p> <p><b>Note:</b> If Quote of bidder is less than 10% of estimated cost of Project, an additional Performance security in the form of Bank Guarantee of amount equivalent to difference between estimated cost of Project @ 10% below and Quoted Rate to be submitted by the successful bidder before signing of Contract agreement. (The Bank Guarantee shall be valid up to 180 days after the date of Completion of Project)</p> <p><b><u>Illustration</u></b></p> <ul style="list-style-type: none"> <li>- Estimated cost of Project = Rs. 550</li> <li>- Quoted Rate = Rs. 484</li> <li>- Quote of bidder is less than 12% of estimated cost of Project</li> <li>- Additional Performance security = 2%</li> </ul> |
| Retention Security Deposit  | 5% from each Running Bill Amount   |

- III. All the correspondence should be in written, the written correspondence may be sent through email or letter. All the communication and the bid submission should be addressed to the undersigned on the address below:

To,  
Chief Municipal Officer  
Nagar Palika Parishad, Sanawad.  
Pin-451111  
Madhya Pradesh.  
[cmosanawad@mpurban.gov.in](mailto:cmosanawad@mpurban.gov.in)  
07280-234523

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## 1. Introduction

### 1.1. Background

The “Swachh Bharat Mission-Urban” (SBM-U) is a major initiative of Government of India with a vision of a ‘Clean India’. To achieve the objectives of the Swachh Bharat Mission, Government of Madhya Pradesh has appointed Directorate of Urban Administration & Development, Madhya Pradesh, Bhopal as the nodal agency for implementing the overall goals of SBM.

The Government of Madhya Pradesh proposes to strengthen the entire Solid Waste Management system in all the Urban Local Bodies (ULBs) in Madhya Pradesh so as to comply with the Solid Waste Management Rules 2016, Service Level Benchmarks of the Government of India (GoI) & achieve the objectives of Swachh Bharat Mission (SBM).

### 1.2. Project Objective

To fulfill the objectives of the Swachh Bharat Mission, the Nagar Palika Parishad Sanawad, through this proposed project aims at reclamation of land from the existing dumpsite at Sanawad Dumpsite through the process of Legacy Waste Dumpsite Remediation through Bioremediation, Biomining and disposal of Residual waste as per applicable rules and guidelines.

### 1.3. Current scenario

| Sr. No. | Description  | Details   |
|---------|--|---|
| 1.      | Population (Census 2011)   | 38,740  |
| 2.      | Present Waste Generation (2022)  | ~13.6 MT/Day  |
| 3.      | Dumpsite Site Location   | Sanawad Dumpsite,   |
| 4.      | Dumpsite Site Location Coordinates Site 1, Site 2  | 22°10'09.17"N<br>76°04'47.82"E,<br>22°10'13.84"N<br>76°04'32.63"E |
| 5.      | Approximate Total Legacy Waste at Site to be processed for Dumpsite reclamation (estimated Project Capacity) | 25,739.14 MT  |
| 6.      | Total Area of the Site   | 2.1 Ha.   |
| 7.      | Waste Spread Area  | 0.91 Ha.  |

### 1.4. Current Tender

The Nagar Palika Parishad Sanawad (herein after referred to as “the Authority” in this Bid Document) is seeking proposals from eligible Bidders to undertake the works required for Scientific dumpsite reclamation through Bioremediation and Biomining of legacy waste by excavation of complete mixed MSW from the dumpsite which underwent biological and physical degradation, resource recovery by using suitable mechanical sieving machine or any other suitable equipment/method, segregating,

sorting, retrieving recoverable materials, storing, selling, diverting for recycling, dumpsite land reclamation and disposal of residual waste during contract period and hand back of reclaimed land of the project site to the Nagar Palika Parishad Sanawad at the end of contract period.

### 1.5. Objective of the Bid Document

This Bid Document is structured to provide prospective Bidders with sufficient information on which to prepare a Proposal and is organized in the following manner:

#### **Volume I: Request for Proposal**

- Document Introduction

- Instruction to Bidders

- Preparation of Bid & Submission of Bid

- Bid Opening and Evaluation

- Scope of Project

- Payment Schedule

- Miscellaneous

#### **Volume II: Draft Contract Agreement**

#### **Volume III: Conditions of Contract**

## **2. Instruction to Bidder**

### **2.1. Scope of Bid**

- 2.1.1. The Authority invites bids for the execution of works (herein after referred to as "the works") detailed in this Bid Document.
- 2.1.2. The successful bidder will be expected to complete the works by the intended completion date specified the bid data sheet of this RFP document.

### **2.2. Eligible Bidder**

- 2.2.1. A Bidder(s) shall be a Company/ Firm incorporated in India under the (Indian) Companies Act 1956 or 2013/ Partnership Firm/ Limited Liability Partnership (LLP)/ Registered proprietorship.
- 2.2.2. The bidder(s) can submit their Bid individually or as Joint Ventures (Consortium of two bidders is allowed). In case the Bidder is a Consortium/ Joint Venture, it shall, comply with the following additional requirements:
  - i.) The number of members in a Consortium/ Joint Venture would be limited to 2 (two). At least one member of the Consortium/Joint Venture shall hold minimum 51% share in the JV/ Consortium throughout the project duration and shall be termed as lead member (the "Lead Member"), the member other than the lead member shall hold minimum 26% share in the JV/ Consortium throughout the project duration and shall be termed as the "the other member". All the members of the joint venture shall be liable jointly and severally for the execution of this Project. "The lead member" and "the other member" are to be defined and detailed in the Form-2 of the Technical Bid submission forms provided in this RFP document.
  - ii.) Combined Technical and Financial experience of all Consortium/Joint Venture members ("the Lead Member" and "the other Member") shall be considered towards qualifying and evaluation of Technical and Financial Capacity as mentioned in clause 2.3.1 & 2.3.2 of this RFP document.
  - iii.) A consortium/ Joint Venture agreement on stamp paper of appropriate value (As per state rules) duly notarized should be submitted along with the Bid in the format of Form 5 of technical bid submission forms provided in the RFP document.
  - iv.) The Consortium/Joint Venture members shall nominate a person as the Authorize signatory from the Lead Member of the Consortium/Joint Venture who shall be authorized to sign their bid submission, the contract agreement or any correspondence with the Authority. A power of Attorney in the name of Authorized Signatory has to be furnished by the Consortium/Joint Venture bidder along with their technical proposal. The Power of Attorney shall be as per the format provide in Form 4 of this RFP document.

### **2.3. Pre-Qualification Criteria**

#### **2.3.1. Technical Capacity**

For demonstrating technical capacity ("the technical capacity"), the bidder must comply with the following conditions:

Should have successfully completed either of **similar works** as defined below, during preceding Ten (10) years prior to the due date of bid submission, at least:

- (a) One Project of Minimum **80%** of the estimated Project Capacity  
Or,
- (b) Two Projects each of Minimum **50%** of the estimated Project Capacity  
Or,
- (c) Three Projects each of Minimum **40%** of the estimated Project Capacity

**And**

Bidder should have responsibly disposed of RDF (Refused derived fuel) quantity not less than 5% of the estimated Project capacity from single Location to cement plant/waste to energy/thermal plants/other. Necessary RDF disposal certificate from ULB and from cement plant/Waste to energy/thermal plants/other Industries (other industries means having valid Consent to Operate document issued by the state Pollution control Board) to be submitted for demonstrating technical capacity ("the technical capacity").

**Similar Works:**

- Legacy Waste Dumpsite remediation through Bioremediation and Biomining process/Landfill mining/Biomining/Land reclamation through Biomining  
Or,
- Minimum 1 year Operation and maintenance of Municipal Solid Waste (MSW) processing/treatment facility using segregation and composting or Bio-methanation of MSW. Plant capacity as below:

**Capacity of the eligible processing plant**  
**= Rated plant capacity x 320 (days) x No. of years of operation**

**Illustration**

Rated Plant capacity = 100 TPD

Number of working days in a year = 320 days

No. of years of operation = 2 Years

Capacity of the eligible processing plant =  $100 \times 320 \times 2$   
= 64,000 Tons

**Note:**

- In case an eligible project for accessing "the technical capacity" under 2.3.1 has been executed by the Bidder in a consortium, then the entity claiming such eligibility should satisfy both of below conditions:
  - (a) have held minimum 51% share in the project for which the experience is being claimed, the claiming entity shall produce proof of percentage shareholding in the project for which experience is being claimed.

- (b) The project shall be qualified as 'eligible project' for "the technical capacity" only if the percentage shareholding of the claiming bidder in the project multiplied with the total project capacity is satisfying the criteria laid down in clause 2.3.1 above.
- The eligible projects claiming "the Technical Capacity" should have been executed for any Urban Local Body/ Government / Public Sector Undertakings in India with direct contract with them. No sub-contract project experience shall be considered for qualification to Technical Capacity

### 2.3.2. Financial Capacity

For demonstrating the financial capacity ("the Financial Capacity"), the bidder has to comply with each of the following conditions:

- (i) Minimum average annual turnover of 50% of the estimated Project Cost in any three financial years out of the preceding last 5 financial years from the due date of bid submission;
- (ii) Shall have a net worth of minimum 10% of the estimated Project Cost as on end of preceding financial year from the due date of bid submission;
- (iii) Shall have availability of credit facilities/ Solvency of no less than 25% of the estimated Project Cost at the time of submission of this bid. The bidder shall furnish Certificate for availability of Credit Facility/ Solvency Certificate issued from a Scheduled/ Nationalized bank for meeting the fund requirement to this effect and the Solvency certificate older than four months from Bid due date will not be accepted.

#### Note:

- For the purpose of this RFP, turnover ("the turnover") shall mean the average of annual revenues from execution of the projects as listed in Clause 2.3.1 during any three financial years out of the preceding last 5 financial years from the due date of bid submission. This shall not include capital grants/ capital subsidies/ donations/ salaries/dividend /bonus /commission and interest income.
- For the purposes of this RFP, net worth (the "Net Worth") shall mean:
  - (a) In case of Private Limited /Limited Companies incorporated under the Companies 1956 (or the Companies Act 2013) ( or equivalent Act in case of Foreign bidder) shall mean the sum of subscribed and paid up equity and all reserves created out of the profits and securities premium account after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation (as prescribed in the Companies Act 1956/2013).

- (b) In case of Partnership Firms means partners' capital plus reserve & surplus.
- (c) In case of individuals means sum total of all assets less liabilities.

#### 2.3.3. Other Pre-Qualification Criteria

- (i) The bidder should be technically capable enough to ensure all environmental hazard mitigation measures and demonstrate expertise in EHS – Environment, health and safety aspects and impacts that need to be addressed at dumpsite while adopting the works. The bidder shall furnish a write up in the format as provided in the Form 10 of this RFP document demonstrating their proposal to follow the measures for the Protection of Environment, Health and Safety while executing the Works.
- (ii) Should have the expertise in dealing with hazardous and infectious nature of waste.

#### 2.4. Essential Pre-Qualification Documents

Bidder to enclose all of the following documents in support of his pre-qualification for bidding:

- (i) Incorporation certificate of the company/Registration document
- (ii) Copy of Agreement with the concerned client
- (iii) Performance Certificate(s) from its concerned client(s) in support of "the technical capacity" clearly stating the capacity of project (or, quantity processed till date in case of currently running project) including performance of the firm for the work completed during the contract period of the project in respect of the projects whose experience is claimed.
  - Performance certificate(s) issued by the officer of rank not below then Chief Executive officer (Commissioner/Chief Municipal officer) or equivalent shall only be considered.
  - In case a particular work/ contract has been executed by the Bidder in Consortium, it should further support its claim for its share in work done for that particular work/ contract by producing a certificate from its client/ Consortium Agreement between the members clearly indicating percentage share of each consortium members;
- (iv) Audited balance sheet of any three financial years out of the preceding last 5 financial years from the due date of bid submission and Certificate(s) from its Statutory Auditors in support of "the Financial Capacity" as stipulated in clause 2.3.2
  - Certificate specifying the average Turnover of the Bidder (Individual bidder or all members of consortium/Joint venture as the case may be) in any three financial years out of the preceding last 5 financial years from the due date of bid submission.
  - Certificate(s) specifying the net worth of the Bidder (Individual bidder or all members of consortium/Joint venture as the case may be) at the end of the preceding financial year from the due date of bid submission.
- (v) Certificates from bank(s) for the arrangement of credit/ fund for Project development as per the format provided in Form 7 of this RFP document.
- (vi) Copy of PAN Card
- (vii) Copy of valid and active GST registration Certificate
- (viii) The bidder shall either own or have rental machinery such as a trommel/vibrating screen

sufficient enough to complete the project within the prescribed time duration mentioned in the RFP. The bidder shall also provide ownership /rental papers along with the capacity and number of machines to be deployed.

## 2.5. One bid per Bidder

A Bidder is eligible to submit only one Bid for the Project in entire bidding process.

## 2.6. Cost of Bidding

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

## 2.7. Site Visit and verification of Information

2.7.1. Prior to submitting the Proposal, the Bidders are advised to visit and examine the project site and its surroundings, obtain, and ascertain for themselves all technical data, and other information necessary for preparing their Proposal (bid) including carrying out necessary technical surveys, field investigations, assets condition assessment etc. at its own cost and risk. Bidders are encouraged to submit their respective Bids after visiting the Project site/ area to ascertain the ground situation, coverage, quality of assets or any other matter considered relevant by them. The Bidders shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Bidder submits a Proposal for this project.

2.7.2. For the above purpose, the Bidders may approach the Authority for assistance during any site visit. The Bidders shall be responsible for all arrangements and shall release and indemnify the Authority and/or any of its agencies/consultants/advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP.

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

- (i) Made a complete and careful examination of the Bidding Documents.
- (ii) Received all relevant information.
- (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by the Authority and shall not be a basis for any claim for compensation, damages, extension of time of performance of its obligations, loss of profit etc. from the Authority, or a ground for termination of the Contract Agreement.
- (iv) Satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under.

## 2.8. Pre-Bid Meeting

2.8.1. The bidders or their official representative are invited to attend a pre-bid meeting as per the date and schedule mentioned in the Bid Data Sheet. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.



The date, time and address of the Pre-bid meeting shall be as specified in the bid data sheet.

- 2.8.2. Bidders requiring any clarification on the bidding documents or questions on any matter that may be raised at that stage, may send their queries in written, addressed to contact person as mentioned in the Bid Data Sheet, latest the date mentioned in the bid data sheet. The responses of the Authority will be uploaded only on the Website <https://mptenders.gov.in/nicgep/app> and shall not be communicated separately to the bidders.
- 2.8.3. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification which will have material adverse effect on the bidding outcome.
- 2.8.4. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

## 2.9. Amendment in the Bidding Document

- 2.9.1. At any time prior to the deadline for submission of proposals, the Authority may amend the RFP documents, including any contractual document, by issuing an Addendum.

Any Addendum/ Corrigendum thus issued shall be part of the RFP documents and shall be published on the website <https://mptenders.gov.in/nicgep/app>. The Authority may communicate in writing by email or by fax to all short listed Bidders to whom the RFP documents are issued. The Authority bears no obligation for any bidder not receiving the information of the addendum issued to this RFP for any reason whatsoever

## 2.10. Conflict of Interest

- 2.10.1. A Bidder shall not have the conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. Without limiting the generality of the above, a Bidder shall be considered to have a 'conflict of interest' that affects the 'Bidding Process', if:

- (i) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest;  
Or;
- (ii) A constituent of such Bidder is also a constituent of another Bidder;  
Or;
- (iii) Such Bidder receives or has received any direct or indirect subsidy from any other

Bidder, or has provided any such subsidy to any other Bidder;

Or;

- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder;

Or;

- (v) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder.

2.10.2. A Bidder shall be liable for disqualification and forfeiture of Bid Security or Performance Security and termination of contract as the case may be, if a conflict of interest on part of Bidder is discovered by the Authority during the Bidding Process or subsequent to the (i) during the bidding process, or (ii) issue of letter of award (LoA) or (iii) execution of the Contract Agreement.

### **3. Preparation of Bids**

#### **3.1. Procedure for Participation in e-Tendering**

##### **3.1.1. Registration of Bidders on e-Tendering System**

All the bidders have to register on the website <https://mptenders.gov.in/nicgep/app> and follow the online tendering process to participate in bidding process. For more details on the e-tendering procedure the bidders may refer the information provide on the website

##### **3.1.2. Digital Certificate**

The bids submitted online should be signed electronically with Digital Certificate to establish the identity of the bidder submitting the bid online. For more details on the process of getting digital certificate and signing the bid document through digital certificate the bidders are advised to refer the information provided on the website <https://mptenders.gov.in/nicgep/app>

##### **3.1.3. Key Dates**

The bidders are strictly advised to follow the time schedule (Key dates) to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid as set by the Authority

##### **3.1.4. Preparation and Submission of Bids**

The bidders have to prepare their bid online, encrypt their bid data in the Bid forms and submit Bid of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates provided in this RFP document after signing of the same by the Digital Signature of their authorized representatives.

#### **Note:**

- (i) Bidders are requested to visit the e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- (ii) Bidder must positively complete online e-tendering procedure at <https://mptenders.gov.in/nicgep/app>

- (iii) The Authority shall not be responsible in any way for delay/difficulties/ inaccessibility of the downloading facility from the website for any reason whatsoever.
- (iv) In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.
- (v) The Authority reserves the right for extension of due date of opening of technical bid.

### 3.2. Bid Validity Period

The bids shall remain valid for a period specified in Bid Data Sheet from the due date of bidding as prescribed by the Authority. The validity of the bid can be extended by mutual consent in writing.

### 3.3. Bid Document Fees

The Bid Document shall be available for download to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The bid document can be downloaded free of cost, however, the bidders have to pay Bid document fees, of the amount as mentioned in the bid data sheet, at the time of their online bid submission. The payment for the cost of bid document shall be made online through Debit/Credit card, Net banking or NEFT Challan as per the instruction provided on the website.

### 3.4. Earnest Money Deposit

- 3.4.1. The Bidder shall furnish, as part of his Bid, Earnest Money Deposit (EMD) of the amount as mentioned in bid data sheet of this RFP document and should be valid for 210 days from the bid due date. The EMD must be submitted online through Debit/Credit card, Net banking or NEFT Challan as per the instructions provided on the website <https://mptenders.gov.in/nicgep/app>
- 3.4.2. No interest shall be payable on the EMD. The Bidder shall bear the cost relating to providing its EMD.
- 3.4.3. Any Bid not accompanied by the EMD shall be rejected by the Authority as being a non-responsive Bid.
- 3.4.4. The EMD of unsuccessful Bidders will be returned within 30 days of the date of finalization of successful Bidder or signing of the contract agreement with the successful bidder whichever is later. If the Bid is cancelled for any reason whatsoever, the EMD shall be returned to all the bidders within 30 days from the date of such cancellation.
- 3.4.5. The EMD of the successful Bidder will be retained by the Authority and returned after 15 days of signing of contract agreement and furnishing the performance guarantee by the successful bidder. The successful bidder shall ensure that its EMD remains valid during such period.
- 3.4.6. The EMD will be forfeited if:
  - (i) Any bidder withdraws its bid during the validity period of the Bid;
  - (ii) The successful Bidder fails to sign contract agreement or submit performance guarantee, as the case may be.

- (iii) The Authority finds out that the bidder has involved in corrupt and fraudulent practice or has given any material misrepresentation in its bid knowingly or unknowingly
- (iv) Any other reason thereof mentioned in this bid document.
- (v) The Bidders fails to comply with the Bid process

### 3.5. Technical Proposal

3.5.1. The Technical Proposal shall comprise of the following documents

- (i) Essential pre-Qualification Documents as specified in the clause 2.4
- (ii) Technical Bid
  - a) Form 1: Letter Comprising the Bid cum undertaking
  - b) Form 2: Format for Description of Bidder
  - c) Form 3: Power of Attorney for Signing of Bid
  - d) Form 4: Power of Attorney for Lead Member of Consortium
  - e) Form 5: Format for Consortium/ Joint Venture Agreement
  - f) Form 6: Form for Financial Pre-Qualification
  - g) Form 7: Format for Solvency Certificate
  - h) Form 8: Format for summary of Technical Pre-Qualification
  - i) Form 8(A): Details of Projects eligible for Technical Pre-Qualification
  - j) Format for Submitting Dumpsite Reclamation and Gas/ Leachate Management Plan
  - k) Form 9 (A): Format for Providing Details of Machinery to be Deployed for the Project
  - l) Form 9 (B): Details of Key Personnel to be deployed for the Project
  - m) Form 10: Format for Providing Environment, Health and Safety Management Plan

3.5.2. All the documents/ information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his EMD, if any document/ information is found false/fake/untrue before acceptance of Bid. If it is found after acceptance of the Bid, the authority may at his discretion forfeit his performance security/ guarantee, security deposit, enlistment deposit and take any other suitable action.

### 3.6. Financial Proposal

3.6.1. The bidder shall have to quote rates in format of Financial Bid submission provided on

the e-tender website.

3.6.2. The price quoted by the bidder shall be entirely in Indian currency (INR).

3.6.3. The Amount in the Financial Proposal shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.

3.6.4. **The bidder shall have to quote rates exclusive of GST. GST as applicable shall be payable extra.**

3.6.5. **The rates and prices quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustments on any account.**

### 3.7. Documents Comprising the Bid

The Bid submitted by the bidder shall comprise of the following parts:

- A. Bid Document Fees and EMD as per the details and instructions provided in clause 3.3 & 3.4 respectively
- B. Technical Proposal as per the details and instructions provided in clause 3.5
- C. Financial Proposal as per the details and instructions provided in clause 3.6

### 3.8. Language of Bid

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

## 4. Submission of Bids

### 4.1. Online submission of Bids

The bidders have to submit their respective bids (Technical and Financial Bids) online, as per the instructions provided on the website <https://mptenders.gov.in/nicgep/app> for online submission of bids. The bidders shall submit their Bids dully completed in all respect on or before the due date of bid submission after signing of the same by the Digital Signature of their authorized representatives. **It is clarified that no hard copy submission of the Technical and Financial Bids are required at the time of bid submission. The Bid submitted online by the Bidder** shall be in the following part:

Part 1: This shall be known as “Envelop-A- Bid Document Fees & Earnest Money Deposit” and shall contain the documents as mentioned in clause 3.7 (A)

Part 2: This shall be known as “Envelop B- the Technical Proposal” and shall contain the documents as specified in clause 3.7 (B)

Part 3: This shall be Known as “Envelop C- the Financial Proposal” and shall contain the Price Offer of the Bidder as mentioned in clause 3.7 (C).

#### 4.2. Deleted

#### 4.3. Bid Due Date

4.3.1. The due date and time of the bid submission is as mentioned in the Bid data sheet.

4.3.2. The Online Bid should be submitted on or before the due date of bid submission.

4.3.3. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with clause 2.9 uniformly for all Bidders and publish the Addendum on the website of <https://mptenders.gov.in/nicgep/app>

#### 4.4. Withdrawal, Substitution and Modification of Bids

Bidders can withdraw and modify their respective online submitted bids till the end of the due date of bid submission. The Bidder will not be able to modify a Bid after the due date of submission of this Bids. The bid for which withdrawal request has been received by the Authority after the due date of bidding shall be declined from the bidding process. In the event of withdrawal of a Bid by the Bidder, after the due date of its submission, the Authority reserves the right to forfeit the EMD of the bidder at its sole discretion

### 5. Bid Opening and Evaluation

#### 5.1. Procedure for Bid opening and Evaluation

5.1.1. The Authority designated officer/consultant/advisor will open the Bids online on the Bid Opening Date and Time as specified in the Bid Data Sheet.

5.1.2. The Authority designated officer/consultant/advisor will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.

5.1.3. Proposals shall first be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated for qualification in accordance with the criteria set out in this RFP.

5.1.4. The Technical proposal shall be evaluated next based on the criteria set out in this RFP documents. The Financial bids of only those bidders who qualifies the technical qualification shall be opened.

5.1.5. All technically qualified bidders will be notified for opening of the Financial Bids.

#### 5.2. Clarifications

5.2.1. To facilitate evaluation of Proposals the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected.

In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

- 5.2.2. Bidders are advised that the evaluation of Proposals will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 5.2.3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 5.2.4. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

### 5.3. Confidentiality

- 5.3.1. The Authority shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. The Authority shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.
- 5.3.2. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.
- 5.3.3. Any effort by a Bidder to influence Authority's evaluation of Bids or award decisions will result in the rejection of the Bidder's Bid.

### 5.4. Proposal Evaluation

- 5.4.1. **Envelope 'A'** shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and **Envelope "B" and "C"** of such bid shall not be opened.
- 5.4.2. In the next step of evaluation, the **Envelope 'B'** shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the **Envelope 'B'** of the Bid
- 5.4.3. A detailed Technical Evaluation of the responsive bids shall be carried out and the bidder shall be considered technically qualified if:
  - (i) The online bid has been submitted in the manner as specified in clause 4.1.

- (ii) The technical proposal contains all the documents as specified in clause 3.7 (B).
- (iii) Deleted
- (iv) It is fulfilling the pre- Qualification Criteria as specified in clause 2.3 and furnished all the necessary support documents in support of such qualification.
- (v) It has provided all the other information and documents as directed in this RFP document corresponding to the technical qualification of the bidder.

5.4.4. **Envelope 'C'** (Financial Proposal) of bidders who are not qualified in Technical Bid (**Envelope 'B'**) shall not be opened. **Envelope 'C'** (Financial Proposal) of the technically qualified bidders shall be opened online at the date time & notified. The bidder shall have freedom to witness opening of the **Envelope 'C'**.

5.4.5. After opening **Envelope 'C'** the financial proposal shall be checked for responsiveness. A Financial Proposal shall be responsive if it has been submitted in the manner as specified in clause 3.6. If the financial proposal of a bidder is non-responsive, it shall be declined from the bidding process.

5.4.6. All the responsive Financial Bids would then be ranked in ascending order of the quoted financial offer, with the Bidder quoting the lowest financial offer shall be ranked First as "L1" and the Bidder quoting the second lowest financial offer shall be ranked Second as "L2" and so on.

## 5.5. Successful Bidder

5.5.1. The Bidder ranked first (the "L1") in accordance with the above procedure would be declared as the successful Bidder.

5.5.2. In the event that two or more Bidder's Financial Bids are exactly the same, the Authority reserves the right either to:

- (i) the L-1 bidder shall be decided either by obtaining spontaneous online bid from all the bidder who have quoted the same L-1 rate, which of course must be lower than their original quoted rates  
or;
- (ii) Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

5.5.3. The Authority will notify other Bidders that their Proposals have not been accepted and their EMD will be returned as promptly as possible as per provision set out in clause 3.4 of this RFP document

## 5.6. Award of Contract

5.6.1. The Authority shall notify the successful bidder (the "L1") as determined in clause 5.5 above, by issuing a 'Letter of Acceptance' (LoA) that his bid has been accepted.

5.6.2. The successful Bidder shall acknowledge his acceptance of the LoA issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LoA issued. In the



event the duplicate copy of the LoA duly signed by the Authorized signatory of the Selected Bidder is not received within the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LoA.

## 5.7. Performance Security

- 5.7.1. Prior to the signing of the contract agreement, the successful Bidder shall have to furnish Performance Security to the Authority in the form of an irrevocable bank guarantee ("the Performance Bank Guarantee" (PBG)) issued by a nationalized / scheduled bank located in India in the format given in Form 12, for an amount equivalent to 5% of the finalized Contract value.
- 5.7.2. Failure of the successful bidder to comply with the requirements of clause 5.7.1 above, shall constitute a breach of contract, cause for annulment of the award, forfeiture of the EMD, and any such other remedy the Authority may take under the contract, and the Authority may resort to awarding the contract to the next ranked bidder.
- 5.7.3. The PBG shall be valid upto 180 days after the date of completion of Project. The proceeds of the PBG shall be payable to the Authority as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract Agreement (CA)

## 5.8. Signing of Contract Agreement

- 5.8.1. The successful bidder shall have to furnish the Performance security as directed in clause 5.7 above and execute the contract agreement within 15 days of issue of LoA.
- 5.8.2. The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Authority to the contractor for commencement of work.
- 5.8.3. In the event of failure of the successful bidder to submit Performance Security and or execute the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the Authority for taking action against the bidder.

## 5.9. Fraud and Corrupt Practices

- 5.9.1. T  
he 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 Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Contract Agreement, the Authority shall reject a Bid, withdraw the LoA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contract, 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 Authority shall forfeit and appropriate the EMD or Performance Security, as the case may be, is found by the Authority 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. For the purposes of Clause 5.9.1, the following terms shall have the meaning hereinafter respectively assigned to them:

(i) **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 Authority 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 Contract Agreement or arising there from, 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 Authority, 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 Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

(ii) **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;

(iii) **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;

(iv) **Undesirable Practice** means (i) establishing contact with any person connected with or employed or engaged by the Authority 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;

(v) **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.

## 6.

### cope of Work

S

The current project intends to undertake the works required for Legacy Waste Dumpsite Remediation

through Bioremediation and Biomining of old Dumped Municipal Solid Waste/Legacy Waste, resource recovery and disposal of residual solid waste at suitable section of the project site under the Nagar Palika Parishad Sanawad. The contract shall be awarded to the successful bidder ("the contractor") for a period of 4 Months reckoned from the date of execution of the contract agreement. The Authority shall nominate an Engineer/officer from the ULB (the "Engineer-in charge") for overall supervision, monitoring and certification of the works executed by the contractor. In addition, the Authority has appointed Project management consultancy firm which will support Engineer-in charge to carry out all the activities. The brief scope of work to be carried out by the selected contractor during the execution of the intended project includes, but not limited to, the following component:

- (i) The project information and Site details has been provided in '**Appendix 1 Project Information Memorandum**' of this RFP document.
- (ii) The works shall be carried out by the contractor as per the specifications provided in **Appendix-2 to Appendix-5** and scope of works provided in this section.
- (iii) The contractor shall carryout Total Station Survey of complete project site including area earmarked in which Bioremediation and Biomining is to be done. **The contractor shall also submit work plan with Total quantum of legacy waste to be remediated.** Total Station Survey and work plan shall be certified by the Engineer-in-charge. **The survey shall be done at the time of possession of the site as well as at the completion of each milestone of physical progress of land reclamation at the site.** The survey report shall be submitted along with each running bill. The area earmarked by Authority for Reclamation through Bio-mining shall be considered as 100% area for the scope of work.
- (iv) Bioremediation and Biomining of 100% legacy waste at the site needs to be done along with reclamation of at least 100% of the waste spread area. It is clarified that Bioremediation and Biomining of entire legacy waste present at site should be certified by Engineer-in-charge.
- (v) The Contractor shall carry out baseline environmental survey of the site as per Environment Management Plan (EMP) and specifications.
- (vi) The Contractor shall conduct its own due diligence for site investigation, analyzing the characteristics, composition, and quantum of the waste at the Project site.
- (vii) The contractor shall be responsible to obtain necessary clearances, permits, approvals, authorizations, and no objection certificate required for execution of the work
- (viii) The Water, Power arrangements and other arrangements/ resources necessary for the execution of the work shall be the role and responsibilities of the selected contractor.
- (ix) Dumpsite reclamation will be done by dividing the site into suitable sectors/loops in consultation of the Engineer-in-charge based on the priority of land reclamation.
- (x) All active biological material in the waste is to be stabilized through application of Bio-Culture, herbal/biological sanitizers, inoculant, windrowing or through any suitable scientific method as

proposed by the contractor and accepted by the Engineer-in-charge. Odor shall be controlled and minimized through application of scientific method.

- (xi) Excavating the existing mixed compacted MSW in the land portion allocated/earmarked by the Authority and sieving them by Mechanical sieving machine or any other suitable technology proposed and accepted by the Engineer-in-charge.
- (xii) The contractor shall deploy sufficient machinery, manpower and required resources to execute the project scope within the project duration.
- (xiii) Provision, installation, operation and maintenance of plant, machineries, infrastructure facilities and amenities for excavation, sieving of the excavated MSW, storing the segregated materials, reuse, marketing, selling, and transporting them from the project site.
- (xiv) Construction of temporary shed, platform and creation of facilities for handling, separating, segregating, storing and quantifying of the excavated MSW and processing material.
- (xv) Excavating the soil which lost its stability due to MSW dumping with necessary dewatering works in the portion of the land earmarked at the cost of the Contractor.
- (xvi) MSW waste brought for segregation and processing from the earmarked land portion shall be quantified (in Ton, based on number of vehicles trips and capacity) after excavation and record of the same shall be maintained by the Contractor and Authority jointly.
- (xvii) Segregate the excavated MSW in the land portion earmarked into as many kinds and categories as possible of Useful Material such as soil conditioner, recyclables, raw RDF, filler material (Soil, C&D) and Un-useful material such as residual Solid Waste.
- (xviii) Packing, storing, stacking, selling, diverting for recycling, marketing and recycling of all Useful Material within thirty days of segregation at the cost of the Contractor, without accumulation in the storage facility at the project site beyond thirty days.
- (xix) Baling, packing, stacking, storing and sale of non-recyclable fraction of high calorific as raw material to RDF producer/ user or sale to waste to energy or co-processing in cement plants or to thermal power plants.
- (xx) Stacking, transporting, spreading and compacting the segregated C&D, Soil and residual waste as filler material in low level and depression area within the site and prepare well compacted and clear ground for proposed development at site or disposing such material in the low-level area or quarry area designated by the Authority with statutory approval within 15 km distance from the project site at the cost of the Contractor with proper compliance to the statutory requirements.

The contractor shall be responsible for management and treatment of Leachate present at site and generated during the project execution. Disposal of the residual Solid Waste as per SWM Rules 2016, SWM CPHEEO Manual 2016 and instructions of the Authority from time to time.

(xxi) Deleted

(xxii) The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, soil conditioner, raw RDF, C&D, Soil or any other by-product materials shall go to the contractor's account. However, before selling the recovered material the Contractor, at its own cost, will conduct a lab testing of such materials from an NABL accredited lab, for the parameters as recommended by the Engineer-in-charge or applicable rules/guidelines, and submit the report of the same to the Engineer-in-charge. The contractor shall initiate the sale or disposal process of the such material by-products only after the acceptance/approval of the engineer-in-charge. Record of all sales with the final user details shall be maintained.

(xxiii) The Contractor shall hand over reclaimed land to the Authority in a good and acceptable condition as per SWM Rules 2016. The good and acceptable condition of reclaimed land means that ULB can use that land for construction or other commercial purpose in future.

(xxiv) Record of the residual solid waste disposal quantity (in Ton, based on number of vehicles trips and capacity) shall be maintained by the Contractor and the Authority jointly.

(xxv) Carrying out the entire project work in accordance with the Detailed Plan of Action and schedule proposed by Bidder and approved by the Authority at the cost of the Contractor.

(xxvi) Using only covered body vehicles for the transportation of materials at the cost of the Contractor.

(xxvii) Apply method, process, equipment and resources which would reduce the impact of dumpsite reclamation activity in the adjacent areas.

(xxviii) Create facilities and make arrangements for controlling/ mitigating the emission, pollution and contamination (Environment impact) including air, water and soil including mitigation for of dust, odor and noise pollution at the cost of the contractor

(xxix) Construction of temporary site office, water, power, sanitation facilities and accommodation facilities of workers for the Project as per statutory standards at the cost of the Contractor.

(xxx) Providing security arrangement for the project site, machineries, equipment etc. at its own cost

(xxxi) Completing the work within the Contract Period.

- (xxxii) ULB and Contractor will ensure that no fresh waste is dumped in Waste spread area from the start of work to end of contract.
- (xxxiii) Contractor will submit detailed Implementation Plan along with the specifications of the proposed resources to the Engineer -in-Charge before commencing of work.
- (xxxiv) If any heritage/Precious material is recovered or found from dumpsite area the same shall be notify to the Engineer-in-charge. Any heritage/ Precious material found shall be the property of the authority.
- (xxxv) Any individual/agency associated with the contractor involved in the disposal of waste or any fraction of Legacy waste and if there is any Non-compliance to SWM Rules 2016 or any applicable Environmental and Statutory Standards notified by regulatory authorities or NGT or as specified in the contract then that will be Contractor's sole responsibility for any Legal preceding by any individual or Public/Private party. The contractor shall indemnify the Authority and its representatives from all the proceedings, issues or warrants arising due to such non-compliance during the entire project. Due to non-compliance of above, the Authority may terminate the Contract.
- (xxxvi) At the end of the project term, bidder has to submit a document of complete Bio-remediation work of legacy waste at site as per NGT compliances including the before after photos of the site at various stages.
- (xxxvii) Bidder should have to manage excavated hazardous and infectious nature of waste in a scientific manner and must have linkage with authorized agency which is managing such waste as per the state PCB norms.
- (xxxviii) The bidder must ensure that machinery such as Trommel/vibrating of the required capacity is available on site during each month to meet the total timeline of the project.
- (xxxix) Vehicles used for Legacy waste Dumpsite remediation at site shall be GPS enabled and GPS monitoring for same needs to be done by the contractor. All records should be produced in hard or soft copy on weekly basis by the engineer-in-charge.
- (xl) Disposal Strategy of RDF must be present in the Bid documents covering planned location and distance of RDF disposal plant from site, etc.

## **7. Payment Schedule**

### **7.1. Payment Mechanism**

7.1.1. The Authority will be releasing payment for the work based on the percentage of

proposed land to be reclaimed as per the achievement of the milestone mentioned in the table below:

| <b>Milestone</b> | <b>Cumulative Physical Progress (W<sub>P</sub>)</b> | <b>Time of Completion</b> | <b>Milestone based %ge release of Contract Value (V<sub>M</sub>)</b> |
|------------------|---|---------------------------|--|
| First Milestone  | 30% Land Reclaimed out of total Waste Spread Area   |                           | 20%  |
| Second Milestone | 50 % Land Reclaimed out of total Waste Spread Area  |                           | 20%  |
| Third Milestone  | 65 % Land Reclaimed out of total Waste Spread Area  |                           | 15%  |
| Fourth Milestone | 80% Land Reclaimed out of total Waste Spread Area   |                           | 20%  |
| Fifth Milestone  | 100% Land Reclaimed out of total Waste Spread Area  |                           | 25%  |

#### 7.1.2. Calculation of Payment of running Bill

Payment of the contract value shall be paid towards processing of legacy waste through bioremediation and biomining process and disposal of residue waste. The payment towards processing of legacy waste shall be done on the milestone basis calculated in the following manner.

$P_W = (V \times V_M)$  - liquidated Damages as per clause 7.3 (if any)- Penalty for non-Compliance as per Clause 7.4 (if any)

Where,

$P_W$  = *Payment towards Processing of Legacy Waste through Bioremediation and Biomining process and disposal of residue waste.*

$V$  = *Contract Value*

$V_M$  = *Milestone Based Percentage Release of Contract Value*

The Contractor shall, on completion of the particular Milestone of the work, before the 20<sup>th</sup> (twentieth) day of the Month or in case the 20<sup>th</sup> (twentieth) day of a Month is a holiday then on the following working day of such Month, submit to the Authority a statement ("the Running Bill") providing the following details:

- (i) Amount of Processing Fee for the completed milestone calculated in accordance with Clause 7.1.1 & 7.1.2
- (ii) Quantity of Legacy Waste Processed through Bioremediation, Biomining process and disposal of residual waste.

- (iii) Items of Work Completed at site including photographic evidence of the same
  - (iv) Certificate from the Engineer-in-charge certifying the quantity of legacy waste processed, work done, and milestone achieved.
  - (v) Details of the employment of Man-hours, Machinery and equipment utilized to achieve the physical progress of that Milestone.
- 7.1.3. The Authority shall not pay interest on the bill amount, if delay occurs in the release of the payment, for any reason whatsoever.

## 7.2. Payment Retention as Security Deposit

- 7.2.1. From each running bill amount, calculated as per the clause 7.1, submitted by the Contractor, the Authority shall release 95% of the bill amount, subject to the achievement of milestone and certification of the same by Engineer-in-charge, within 30 days from the receipt of the invoice and retain the balance 5% of the running bill amount ("the security deposit"). No interest shall be payable on the retained security deposit.
- 7.2.2. Contactor can submit an irrevocable, unconditional, Bank Guarantee ("the Security Deposit Bank Guarantee" (the SBG)) as per the format provided in Form 13 of this RFP document in lieu of "the retention money", of the equivalent amount (5% of each running bill amount), issued from a nationalized bank and drawn in favor of the Authority along with their invoice.
- 7.2.3. In case the contractor has submitted the Bank Guarantee as Security deposit as specified in clause 7.2.2 above, the Authority shall release the retained 5% of the invoice value subject to the conditions of release of payment laid down in this RFP document.
- 7.2.4. "The Security Deposit" or "the SBG" thus accumulated from each running bill during the contract period shall be released to the contractor after the completion of 60 days from the date of issue of the final completion certificate to the contractor, subject to the conditions laid down in the RFP document/contract document as and whichever applicable.

## 7.3. Liquidated Damage

- 7.3.1. In case the work is not completed within the stipulated period of completion of whole or part of work (achievement of milestones specified by authority) along with all such extensions which are granted to the Contractor for Force Majeure, the penalty shall be levied on the contractor at the rate of 0.05% of the contract amount per day of delay limited to maximum of 10% of contract amount.
- 7.3.2. The Authority will deduct the liquidated damages from payments due to the Contractor.
- 7.3.3. If the liquidated damage attains to a maximum of 10% of the contract amount the authority may:
- (i) Terminate the contract agreement and forfeit the EMD and the Performance Security.
  - (ii) Retain the contractor on depositing the amount equivalent to such liquidity damage of 10% of the contract amount. However, the retention of the contractor on such



ground shall not free him from his liabilities for completion of the work or any future imposition of liquidity damages.

7.3.4. The decision of the Authority in this regard shall be final and binding upon both the parties.

#### 7.4. Penalty for Non-Compliance

| Sr. No. | Penalty Description   | Penalty Amount  |
|---------|---|---|
| 1.      | Non-Compliance to, SWM Rules 2016 and other Environmental Standards notified by regulatory authorities or as specified in the Contract. | Rs. 2000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various authorities. |
| 2.      | Non provision of<br>1. Site Facilities as per specifications  | Rs. 1000/- per item per day   |
| 3.      | Non-compliance of Safety Standards, use of Personal Protective Equipment by the workers   | Rs.1000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various authorities.  |

The maximum amount of Penalty shall be limited to maximum of 10% contract amount including liquidated damage as mentioned in clause 7.3

## 8. Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhopal, Madhya Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The AUTHORITY, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) 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;
- (ii) Consult with any Bidder in order to receive clarification or further information including justification of financial bid submitted.
- (iii) Retain any information and/ or evidence submitted to the AUTHORITY by, on behalf of, and/ or in relation to any Bidder; and/ or
- (iv) 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.

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

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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.

## **Forms for Technical Bid Submission**

Form 1: Letter Comprising the Bid cum undertaking  
(On Non-Judicial Stamp of Rs.100)

Date:

To,

<<Name and Address of ULB>>

Dear Sir,

Sub: RFP for Selection of Contractor for the Work of "Legacy Waste Dumpsite Remediation through Bioremediation, Biomining and disposal of Residual Waste" in Nagar Palika Parishad Sanawad.

With reference to your RFP document <<RFP Reference No>> dated....., I/we, have examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project "Legacy Waste Dumpsite Remediation through Bioremediation, Biomining and disposal of Residual Waste" and state as under:

1. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the Project as explained in this RFP document.
4. I/We shall make available to the Authority for any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.

- b. I/ We do not have any conflict of interest in accordance with Clauses 2.10 of the RFP document.
  - c.I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Centre or State;and
  - d. I/ We here by certify that we have taken steps to ensure that in conformity with the provisions of Clause 5.9 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to Bidders
  - 9. I/We believe that we satisfy(ies) the pre-qualifying criteria and meet(s) the requirements as specified in the RFP document and am/arequalified to submit this Bid.
  - 10. Deleted
  - 11. I/We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  - 12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
  - 13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
  - 14. Deleted
  - 15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
  - 16. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter in to a Contract Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
  - 17. I/We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the

Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Contract.

18. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Contract Agreement, our own estimates of costs and careful assessment of the site and all the prevailing and expected conditions that may affect the Bid.
19. I/We offer to the Authority a Bid Document Fees of INR \_\_\_\_\_ (INR \_\_\_\_\_) and EMD of INR \_\_\_\_\_ (INR \_\_\_\_\_) submitted online through the website <https://mptenders.gov.in/nicgep/app> as specified in this RFP document.
20. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project/ Contract is not awarded to me/us or our Bid is not opened.
21. I/We hereby submit our Bid in the form as specified in the RFP document for undertaking the aforesaid Project in accordance with the Bidding Documents and the Contract Agreement.
22. I/We agree to keep this offer valid for 180 (One Hundred Eighty) days from the Due Date of online Bid submission as specified in the RFP document or any other such duration as directed by the Authority.
23. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.
24. I/we have received all the clarifications issued by the Authority.
25. I/we will abide by the terms and condition set forth in the RFP document, condition of contract and draft Contract agreement and a copy of the same bearing initial of the undersign on every page is attached herewith.
26. Notwithstanding any qualification or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

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Place:

(Name and designation of the Authorized signatory)

Name and Seal of Bidder

## Form 2: Format for Description of Bidder

| S.No. | Particulars  | Details                       |                               |                                |
|-------|--|-------------------------------|-------------------------------|--------------------------------|
|       |  | Individual Bidder Company (1) | Lead Member of Consortium (2) | Other Member of Consortium (3) |
| 1     | Name of the Bidding company  |                               |                               |                                |
| 2     | Date of incorporation and /or Commencement of Business   |                               |                               |                                |
| 3     | Brief description of the Bidder's main line of business  |                               |                               |                                |
| 4     | Details of individual (s) who will serve as the point of contact/ communication for Authority with the Bidder: |                               |                               |                                |
| A     | Name   |                               |                               |                                |
| B     | Designation  |                               |                               |                                |
| C     | Company/Firm   |                               |                               |                                |
| D     | Address:   |                               |                               |                                |
| E     | Mobile Number  |                               |                               |                                |
| F     | Email Address  |                               |                               |                                |
| G     | Fax Number   |                               |                               |                                |
| 5     | Details of Authorized Signatory of Bidder  |                               |                               |                                |
| A     | Name   |                               |                               |                                |
| B     | Designation  |                               |                               |                                |
| C     | Company/Firm   |                               |                               |                                |
| D     | Address:   |                               |                               |                                |
| E     | Mobile Number  |                               |                               |                                |
| F     | Email Address  |                               |                               |                                |
| G     | Fax Number   |                               |                               |                                |

**Note:**

Column '1' to be filled by the Individual Bidder and Column '2' & '3' to be filled by the respective members of the consortium.

### Form 3: Power of Attorney for Signing of Bid

Know all men by these presents, we, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. \_\_\_\_\_ (Name), son/daughter/wife of \_\_\_\_\_ and preser acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Legacy Waste Dumpsite Remediation through Bioremediation, Biomining and disposal of Residual Waste Project proposed or being developed by the Nagar Palika Parishad Sanawad (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other meetings and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\*\*.

For \_\_\_\_\_

(Signature) (Name, Title and Address)

Witnesses:

Accepted [Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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



- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *To be executed on a Stamp Paper of Rs. 100/-, and duly notarized.*

### Form 4: Power of Attorney for Lead Member of Consortium

Whereas the <<Name of ULB>> has invited bids for the Project titled [Project Name] ("the Project"). Whereas M/S \_\_\_\_\_ and M/S \_\_\_\_\_ (Collectively "the Consortium") Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

#### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/S \_\_\_\_\_ having our registered office at \_\_\_\_\_ and, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, [the respective names and addresses of the Consortium members] (Collectively referred to as Consortium), constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (herein after referred to as "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the consortium's bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Authority. AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

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

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

(Executants)

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

Witnesses:

1.

2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *To be executed on a Stamp Paper (as per state rules) and duly notarized.*

### Form 5: Format for Consortium/ Joint Venture Agreement

PERFORMA FOR CONSORTIUM/JOINT VENTURE AGREEMENT BETWEEN M/s\_\_\_\_and M/s\_\_\_\_Invitation for Bid No. \_\_\_\_\_of\_\_\_\_for the work of The Joint Venture Agreement executed on this day of between M/S\_\_\_\_\_ a company under the Laws of Company Act, 1956/ 2013 and having its registered office at\_\_\_\_\_ (herein after called the LEAD MEMBER, which expression shall include its successors, Executors and permitted Assigns) AND M/s\_\_\_\_\_ a company under the Laws of Company Act, 1956/ 2013 having its registered office at \_\_\_\_\_ (herein after called as OTHER MEMBER, which expression shall include its successors, Executors and permitted Assigns) for the purpose of making a Bid and entering into a contract (in case of award) for " Name of Project" Tender No. \_\_\_\_\_ of <<Name of ULB>> (herein after called as the Authority).

WHEREAS, the Authority Invited Bids as per above mentioned tender Document for the " \_\_\_\_\_ " WHEREAS in accordance with Instruction to Bidders of the Tender Specification. A Bidder may be a private entity or a government-owned entity or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an agreement in the form of a consortium or Joint Venture.

NOW THIS INDENTURE WITNESSETH AS UNDER

In consideration of the above premises and agreements all the members to this Consortium/Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Authority to the Consortium/Joint Venture members, we, the members to the Consortium/Joint Venture Agreement do hereby agree that M/s\_\_\_\_\_ shall act as LEAD MEMBER and further declare and confirm that we shall jointly be bound unto the Authority for the successful performance of the Contract and shall be fully responsible for the works in terms of quality requirements and timeliness in performance in accordance with the Contract. Irrespective of Joint responsibility, it is expressly understood that LEAD MEMBER will be present at the site of the works, through its authorized representative at all times and play lead role in mobilizing resources and execution of the contract. The LEAD MEMBER will incur liabilities and receive instructions for and on behalf of any or all members of the Consortium/Joint Venture and entire execution of the contract shall be done by the LEAD MEMBER and will be the sole responsibility of the LEAD MEMBER of the consortium and payment under the contract shall be received by the LEAD MEMBER. The precise responsibility of the members of the Joint Venture in respect of planning, quality, execution of the works is as under (*Provide Roles of Each Member of Consortium/Joint Venture*):

LEAD MEMBER:

OTHER MEMBER:

If in the determination of the Authority that the LEAD MEMBER is unable to fulfill its responsibility as above, the Authority shall be at liberty to terminate the contract which shall be binding on all members of the Joint Venture.

2. In case of any breach of the said Contract by the LEAD MEMBER or OTHER MEMBER of the Consortium/Joint Venture Agreement, the member (s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and

responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Authority suffers any loss or damage on account of any breach in the Contract or any shortfall in meeting the performance guaranteed as per the works Contract, the Member(s) of these presents undertake to promptly make good such loss or damages caused to the Authority, on its demands without any demur. It shall not be necessary or obligatory for the Authority to proceed against LEAD MEMBER to these presents before proceeding against or dealing with other member.
4. The financial liability of the members of this Consortium/Joint Venture agreement to the Authority, with respect to any of the claims arising out of the performance or non- performance of the obligations set forth in the said Consortium/Joint Venture Agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the members of the Joint Venture agreement.
5. It is expressly understood and agreed between the members to this Consortium/Joint Venture agreement that the responsibilities and obligations of each of the members has been delineated in clause no. 1 herein above to this agreement. It is further agreed by the members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint responsibilities of the members under this Contract.
6. This Consortium/Joint Venture Agreement shall be construed and interpreted in accordance with the laws of India, courts of Bhopal, Madhya Pradesh shall have the exclusive jurisdiction in all matters arising there under.
7. It is further agreed that the Consortium/Joint Venture agreement shall be irrevocable and shall form an integral part of the contract and shall continue to be enforceable till the Authority discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the members to the Consortium/Joint Venture Agreement have through their Authorized Representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

[Name, Signature of all Joint Venture Members]

[Name and Signature of Witnesses]

## Form 6: Form for Financial Pre-Qualification

**A. Turnover**

| <b>Financial Year</b>                                      | <b>Annual Turnover<br/>(in INR)</b> |
|--|-------------------------------------|
| 2017-18  |                                     |
| 2018-19  |                                     |
| 2019-20  |                                     |
| 2020-21  |                                     |
| 2021-22  |                                     |
| <b>Average Turnover of any three year i.e.<br/>20__-__</b> |                                     |

**B. Net Worth as on 31<sup>st</sup> March 2022 (End of Financial Year preceding to Due date of Bidding): INR \_\_\_\_\_.***Note:*

- 1.The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
- 2.The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. Failure to do so would result in the Proposal being considered as non-responsive. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall submit along with technical bid provisional financial statements certified by their statutory auditor/ practicing Chartered Accountant.
- 3.A certificate from Statutory Auditor/ practicing Chartered Accountant should be provided as supporting document certifying the Financial Pre-Qualification criteria.

*(Signature of the Authorized signatory)*

Form 7: Format for Solvency Certificate

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam,

Sub: Selection of Contractor to \_\_\_\_\_ (*Legacy Waste Dumpsite Remediation through Bioremediation, Biomining and disposal of Residual Waste*)

Ref: Request for Proposal No. \_\_\_\_\_

This is to certify that M/s. \_\_\_\_\_ (Name of Individual Member) is a reputed company with a good financial standing. If the contract for this work\_ (*Name of Work*), is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet the working capital requirements for executing the above contract

Sd./  
Senior Bank Manager  
Name of Bank  
Address Contact No.

## Form 8: Format for summary of Technical Pre-Qualification

*(List only those works, which are similar to the proposed works for which the Qualification Information is submitted)*

## A. Summary Table

| Name of Applicant Claiming the Project Experience:                  |                           |   |  |                          |   |  |   |
|---|---------------------------|---|--|--------------------------|---|--|---|
| S. No.  | Brief Project Description | Project Award Date<br>(Project(s) awarded in preceding 10 years from due date of bid submission shall only be considered) | Project Completion Date/<br>expected completion date | Project Cost in INR (Cr) | Project Capacity (M <sup>3</sup> or MT) (A) | Claiming Entity's Share in the Project (%) (B) | Effective Handled Capacity A x B (c) (M <sup>3</sup> or MT) |
| List Eligible Projects as per clause 2.3.1. (i)                     |                           |   |  |                          |   |  |   |
| 1   |                           |   |  |                          |   |  |   |
| 2   |                           |   |  |                          |   |  |   |
| 3   |                           |   |  |                          |   |  |   |
| List Eligible Projects as per Technical Capacity clause 2.3.1. (ii) |                           |   |  |                          |   |  |   |
| 1   |                           |   |  |                          |   |  |   |
| 2   |                           |   |  |                          |   |  |   |
| 3   |                           |   |  |                          |   |  |   |

1. The details of each of the works mentioned in the above table must be provided separately in Form 8 (A).
2. Provide attested copies of Work Order and Experience Certificate of each project
3. Submitted documents may be verified by the issuing Authority if required



## Form 8(A): Details of Projects eligible for Technical Pre-Qualification

*(Provide Details for Only those Projects listed in Form 8, use separate sheet for each project)*

|   |  |
|---|--|
| Name of Applicant/Member of Consortium (In case of Consortium) Claiming the Project Experience: |  |
| 1.  | Name of Project  |
| 2.  | Location of Project  |
| 3.  | Name of the Client   |
| 4.  | Client's Address & Telephone Number, Fax Number and e mail ID of contact person  |
| 5.  | Project Cost (in INR Cr)   |
| 6.  | Nature of works and special features relevant to this project.<br>(Details pertinent to the Technical Criteria of this RFP shall be submitted)             |
| 7.  | Contract role (check one)<br><br><input type="radio"/> Sole Contractor <input type="radio"/> Consortium/Joint Venture <input type="radio"/> Sub-Contractor |
| 8.  | Project Capacity:<br><br>Your Company's share in the Project (%):  |
| 9.  | <b>Executed Capacity:</b><br><br>Your Company's share in the Project (%):  |
| 10.   | <b>Breakup of output fractions in % (For RDF, Compost, Inert, etc.)</b>  |
| 11.   | Date of Award  |
| 12.   | Contract duration _____ years _____ Months   |
| 13.   | Date of Completion   |
| 14.   | Whether completed in specified duration, If No, reason for delay   |
| 15.   | Specified requirements   |
| 16.   | Name and professional qualifications of applicant's Engineer-in-Charge of the work:  |
| 17.   | Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed?<br>(Yes or No).<br>If yes, give amount and explanation.                |
| 18.   | Performance certificate of each project to indicate the successful completion of project   |

## Form 9: Format for Submitting Dumpsite Reclamation and Gas/ Leachate Management Plan

The Bidder will submit a Dumpsite Reclamation, Gas and Leachate Management Plan and Post Closure Operation and Maintenance Plan covering the following topic:

1. Dumpsite land reclamation: Present the proposed Site layout development, land reclamation sequence on layout drawing, general arrangement of machineries, screening, sorting, storing, packing areas.
2. Excavation, Screening & Resource Recovery: Indicate number, type and capacity of equipment's/machinery to be deployed for the purpose of excavation, segregating, sorting, retrieving recoverable materials, storing, baling, packing, selling, provide the basis for deciding the number and justify the time period estimated for the activity and operation and maintenance details.
3. Bio-mining of un-processed municipal solid waste: Specify the proposed method in detailed, quantity of resources required, provide the basis for deciding the quantity of resources, number and justify the time period estimated for the activity and operation and maintenance details.
4. Development of facility for Scientific disposal of residual Solid Waste: Detail the proposed method and quality control protocol for laying various landfill liner layers, quantities of materials, equipment/ machinery proposed to be deployed and justification of the proposed to facility and scientific rejects disposal/ backfill in facility operation and maintenance details.
5. Leachate collection, treatment system and surface water drainage work: Present leachate collection system and surface water drainage system including the alignment, treatment, disposal locations and invert levels
6. Disposal Strategy of Soil conditioner and RDF
7. Post Closure Operation and Maintenance Plan:

All of the above should be suitably supported with the engineering drawings, manpower requirement, fuel/power requirement and explanation of estimated time schedule.

Based on the above work requirement, the Bidder will provide details of plant, machinery and equipment proposed to be deployed in the works in the format 9(A)

The Bidder shall also provide a list of key personnel proposed to be deployed for the work with their curriculum vitae in the Format Provided in Form 9 (B)

## Form 9 (A): Format for Providing Details of Machinery to be Deployed for the Project

| Name of the Bidding Company Owning the Equipment/ Machinery _____ |                     |                                |                   |                   |   |
|---|---------------------|--------------------------------|-------------------|-------------------|---|
| Item of Equipment Including Make                                  | Number and Capacity | Ownership Status               |                   | Age and Condition | Remarks Regarding Condition/ Source/ Availability |
|   |                     | Owned/ Leased / to be Procured | Number & Capacity |                   |   |
|   |                     |                                |                   |                   |   |
|   |                     |                                |                   |                   |   |
|   |                     |                                |                   |                   |   |
|   |                     |                                |                   |                   |   |
|   |                     |                                |                   |                   |   |
|   |                     |                                |                   |                   |   |
|   |                     |                                |                   |                   |   |
|   |                     |                                |                   |                   |   |
|   |                     |                                |                   |                   |   |

Note:

1. *List only the key equipment for construction, standby power, material handling and vehicles for site, etc., which the Company proposes to use for the proposed works at the site.*
2. *The applicant should clearly demonstrate that he has access to all key equipment which will be required for the successful completion of the works.*

**Form 9 (B): Details of Key Personnel to be deployed for the Project**  
*(Use separate Sheet for each key personnel)*

|  |  |  |  |                                |    |  |
|--|--|--|--|--------------------------------|----|--|
| Name of Bidder Company                           |  |  |  |                                |    |  |
| Proposed Position Key Personnel Information      |  |  |  | 1. Name                        |    |  |
|  |  |  |  | 2. Date of Birth               |    |  |
|  |  |  |  | 3. Contact Number              |    |  |
|  |  |  |  | 4. Professional Qualification  |    |  |
|  |  |  |  | 5. Current Designation         |    |  |
|  |  |  |  | 6. Years With Present Employer |    |  |
| Experience Summary Relevant to this Project      |  |  |  |                                |    |  |
| Professional Experience (in chronological order) |  |  |  | From                           | To | Company/ Project/ Position/ Relevant Technical and Managerial Experience |
|  |  |  |  |                                |    |  |
|  |  |  |  |                                |    |  |
|  |  |  |  |                                |    |  |
|  |  |  |  |                                |    |  |

## Form 10: Format for Providing Environment, Health and Safety Management Plan

The Bidder shall furnish a brief write-up of the following points:

1. P  
Plan for Mitigation of Pollution during Project Execution work.
2. M  
Measures to manage hazardous waste if any during the project execution
3. Plan for Health and safety in and around the workplace to be followed during project execution.
4. Emergency preparedness plan
5. Measures for Fire safety.
6. Measures for Health and safety of workers.

Form 11: Format for Letter of Acceptance (LoA)

LETTER OF ACCEPTANCE (LOA)

*(On the Letter Head of the Authority)*

Date:

M/s.\_\_\_\_ (Name and address of the contractor)

Subject: \_\_\_\_\_ *(Name of the work as appearing in the bid for the work)*

Dear Sir (s)/ Madam(s),

Your bid for the work mentioned above has been accepted on behalf of the *(Name of Authority)*, at your financial bided offer of Rs \_\_\_\_\_ for the scope of work under the RFP. You are requested to submit the performance security/ performance guarantee of Rs.\_\_(in figures) Rupees\_\_\_\_(in words only). The performance security shall be in the form of an irrevocable bank guarantee of any nationalized / schedule commercial bank and execute the contract agreement with the Authority within 15 (Fifteen) days from the date of issue of this letter.

Please note that the time allowed for carrying out the work as entered in the bid is      months including rainy season, shall be reckoned from the date of signing the contract agreement.

Execution of the contract agreement with the Authority shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact Authority/Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours faithfully,

Form 12: Format for Performance Bank Guarantee / Additional Performance Bank Guarantee

To:

<<Tender Inviting Authority>>

<Name & Address of Authority>>

WHEREAS\_\_\_[*name and address of Contractor*] (hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Award (LoA) No. \_\_\_\_\_ dated \_\_\_\_\_ and agreed to execute a Contract Agreement to execute [*name of Work*] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Letter of Award (LoA) that the Contractor shall furnish you with a Bank Guarantee by a Scheduled/ Nationalized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of \_\_\_\_\_ the Contractor, up to a total of \_\_\_\_\_ [*amount of guarantee*] \_\_\_\_\_ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [*amount of guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until \_\_\_\_\_ (*date of Validity as per the Bid Document*)

Signature and seal of the guarantor \_\_\_\_\_ Name of Bank \_  
\_\_\_\_\_  
Address \_  
Date \_\_\_\_\_

### Form 13: Format for Retention Security Deposit Bank Guarantee

To:

<<Tender Inviting Authority>>

<Name & Address of Authority>>

WHEREAS, [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ to execute [name of Work] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract Clause No. 7.2 that the Contractor shall furnish you with a Security Bank Guarantee (SBG) by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ [amount of guarantee]

\_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of

\_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until \_\_\_\_\_ days (*Validity Period as per sub-Clause 7.2.4*)

Signature and seal of the guarantor \_\_\_\_\_ Name of Bank \_

\_\_\_\_\_ Address \_

Date \_\_\_\_\_



## Form 14: Format for Financial Proposal

(The bidders have to submit their financial bids online only)

| <b><u>Percentage BoQ</u></b>  |  |                      |               |                   |                               |               |
|---|--|----------------------|---------------|-------------------|-------------------------------|---------------|
| <b>Name of the Bidder/ Bidding Firm / Company :</b>   |  |                      |               |                   |                               |               |
| <b><u>PRICE SCHEDULE</u></b>  |  |                      |               |                   |                               |               |
| <b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</b> |  |                      |               |                   |                               |               |
| NUMBER #  | TEXT #   | NUMBER #             | TEXT #        | NUMBER            | NUMBER #                      | TEXT #        |
| Sl.   | Item Description   | Quantity             | Units         | Estimated Rate in | TOTAL AMOUNT Without Taxes in | TOTAL AMOUNT  |
| No.   |  |                      |               | Rs. P             | Rs. P                         | In Words      |
| 1   | 2  | 4                    | 5             | 6                 | 53                            | 55            |
| 1   | Selection of Contractor for the Work of "Legacy Waste Dumpsite Remediation through Bioremediation, Biomining and disposal of Residual waste" |                      |               |                   |                               |               |
|   | <b>Note:</b>   |                      |               |                   |                               |               |
|   | 1.) Financial bid has to be submitted online only  |                      |               |                   |                               |               |
|   | 2.) The bidder shall have to quote rates exclusive of GST. GST as applicable shall be payable extra  |                      |               |                   |                               |               |
| <b>Total in Figures</b>   |  |                      |               |                   | 0                             | INR Zero Only |
| <b>Quoted Rate in Figures</b>   |  |                      | <b>Select</b> |                   | 0                             | INR Zero Only |
| <b>Quoted Rate in Words</b>   |  | <b>INR Zero Only</b> |               |                   |                               |               |

**Appendix**

## Appendix-1: Project Information Memorandum

### 1. Details of existing Waste Dumpsite

The following is the location details of the existing Waste Dumpsite-

- a. GPS Location: 22° 31'40.17"N, 74°19'11.62"E. 22°10'13.84"N,76°04'32.63"E
- b. Khasra No. 683,463 (2.1 Ha.)
- c. Land owner: Government.

### 2. Existing Situation of Dumpsite and its surrounding

The general field observations made during the site visit are as under-

- Present open dumpsite consists of waste from several sources.
- The waste deposited is also not covered or compacted and in most cases in these open dumpsites, waste remains susceptible to open burning.
- The existing dumpsite pose significant health threats both to the people involved in the operations and to the general public living in the neighborhood.

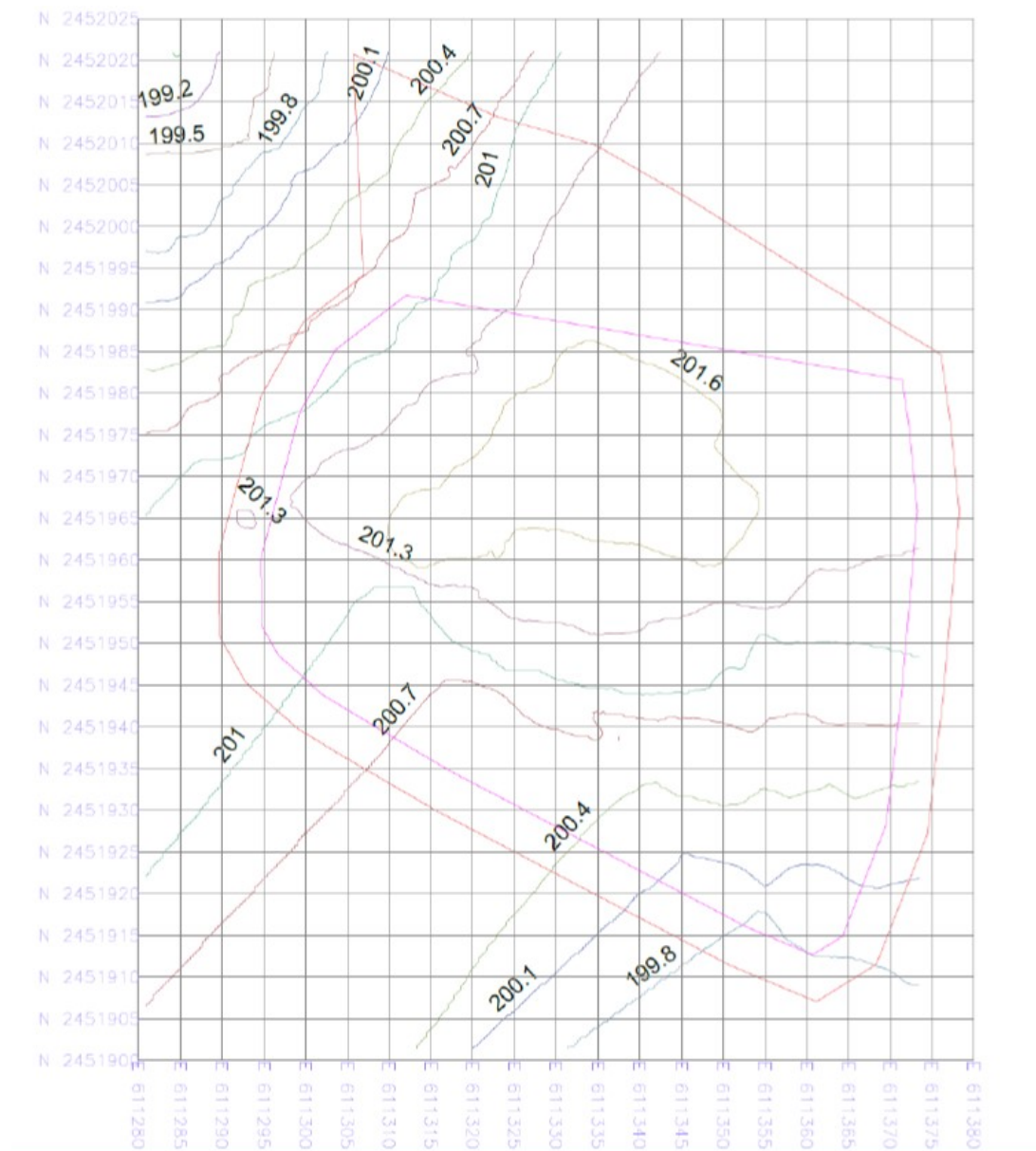
### 3. Estimation of Quantity of Legacy Waste



The present site has started receiving crude waste **since long decades.**

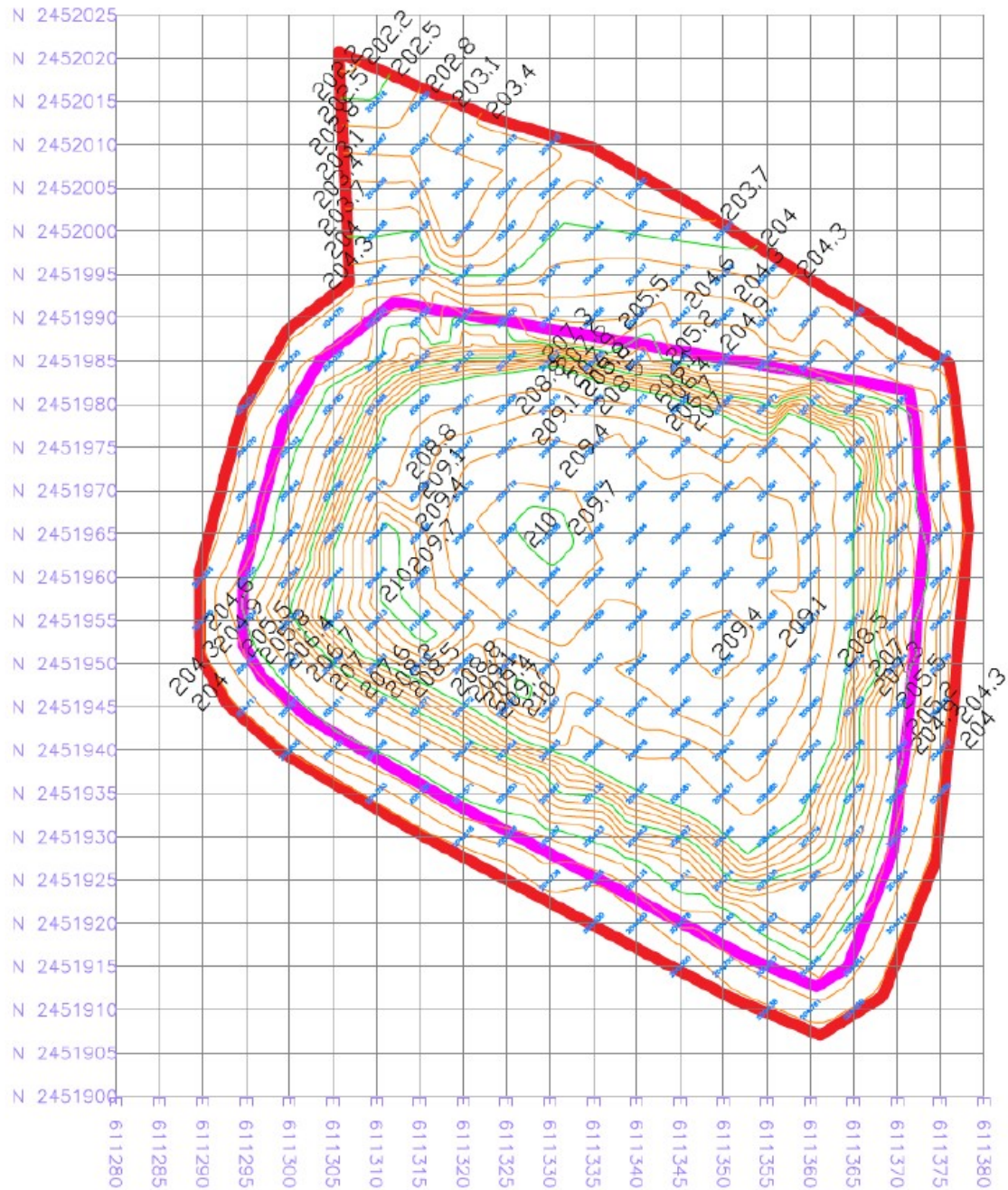


Dumping Site – 1



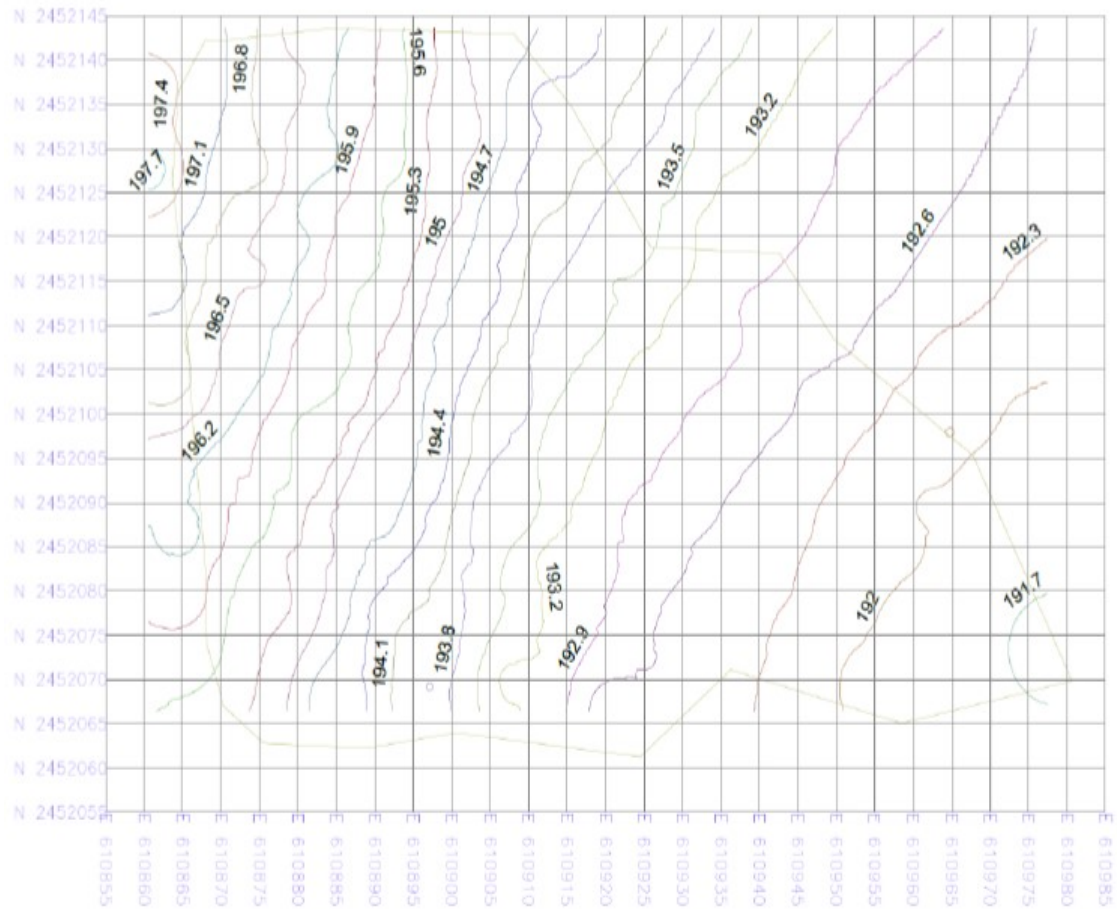
Natural Ground Contours of Site – 1 (as per SRTM 3 Data)





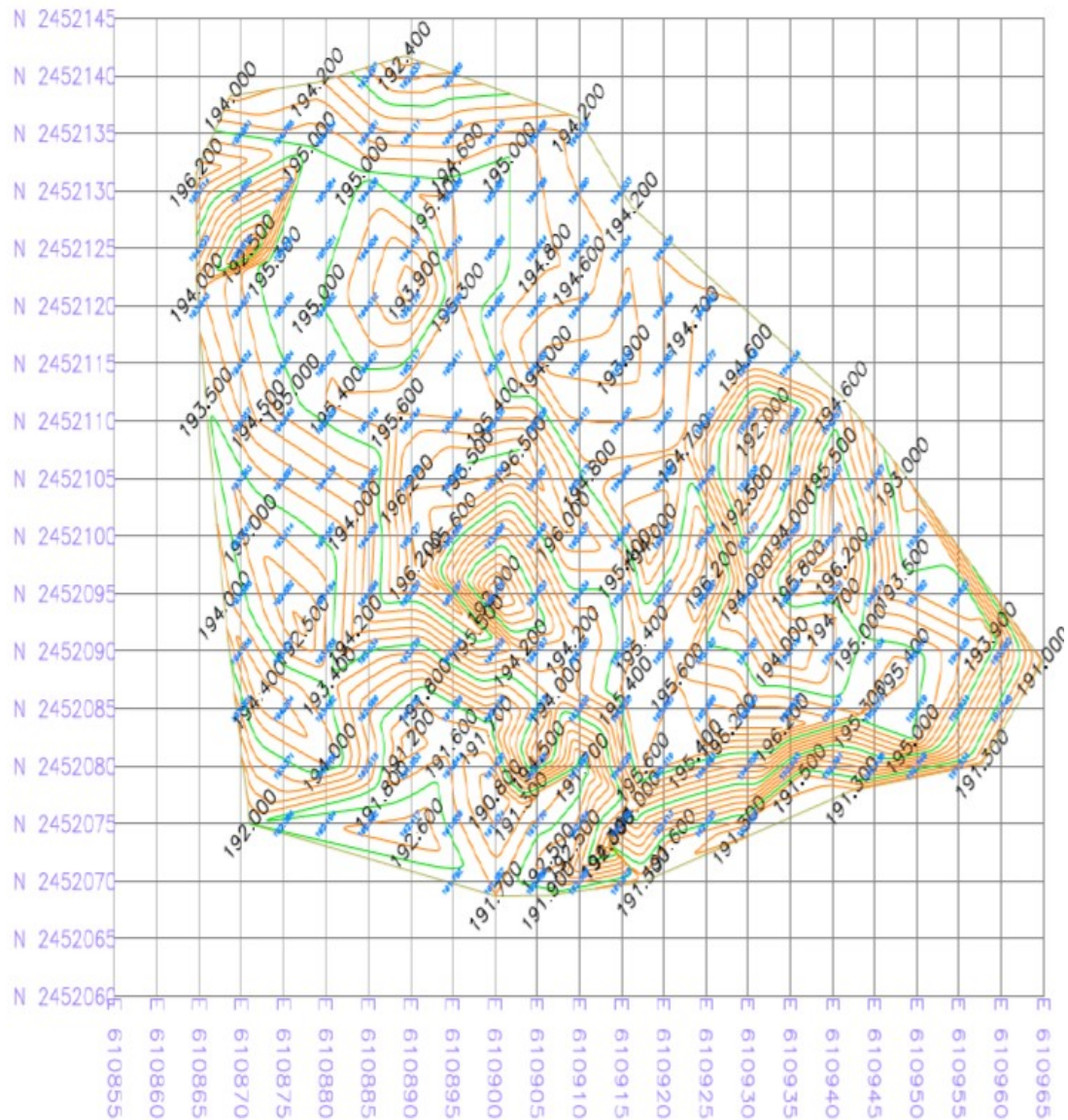


Dumping Site – 2



Natural Ground Contours of Site - 2 (as per SRTM 3 Data)





Current Ground Contours of Site – 2 (as per Survey)

The following is the overall Area and Volume Calculation:

| Volume Report for Site 1 |              |                  |            |       |                     |               |                        |                       |                 |
|--------------------------|--------------|------------------|------------|-------|---------------------|---------------|------------------------|-----------------------|-----------------|
| Sl. No.                  | Section From | Previous Section | Difference | Width | Area M <sup>2</sup> | Previous Area | Average M <sup>2</sup> | Volume M <sup>3</sup> | Volume MT       |
| 1                        | 2451907.0    | -                | 0.00       | 0.020 | 0.010               | 0.000         | 0.005                  | 0.000                 | 0.000           |
| 2                        | 2451910.0    | 2451907.05       | 2.95       | 11.75 | 7.471               | 0.010         | 3.741                  | 11.034                | 9.247           |
| 3                        | 2451915.0    | 2451910.0        | 5.00       | 25.71 | 23.208              | 7.471         | 15.340                 | 76.698                | 64.273          |
| 4                        | 2451920.0    | 2451915.0        | 5.00       | 37.14 | 44.079              | 23.208        | 33.644                 | 168.218               | 140.966         |
| 5                        | 2451925.0    | 2451920.0        | 5.00       | 48.57 | 77.841              | 44.079        | 60.960                 | 304.800               | 255.422         |
| 6                        | 2451930.0    | 2451925.0        | 5.00       | 59.19 | 133.70              | 77.841        | 105.771                | 528.855               | 443.180         |
| 7                        | 2451935.0    | 2451930.0        | 5.00       | 68.29 | 193.80              | 133.701       | 163.751                | 818.755               | 686.117         |
| 8                        | 2451940.0    | 2451935.0        | 5.00       | 77.08 | 250.73              | 193.801       | 222.267                | 1111.33               | 931.297         |
| 9                        | 2451945.0    | 2451940.0        | 5.00       | 83.30 | 308.22              | 250.732       | 279.476                | 1397.38               | 1171.04         |
| 10                       | 2451950.0    | 2451945.0        | 5.00       | 86.74 | 358.09              | 308.220       | 333.157                | 1665.78               | 1395.92         |
| 11                       | 2451955.0    | 2451950.0        | 5.00       | 87.67 | 386.16              | 358.093       | 372.128                | 1860.64               | 1559.21         |
| 12                       | 2451960.0    | 2451955.0        | 5.00       | 88.13 | 388.40              | 386.163       | 387.285                | 1936.42               | 1622.72         |
| 13                       | 2451965.0    | 2451960.0        | 5.00       | 87.44 | 386.31              | 388.406       | 387.361                | 1936.80               | 1623.04         |
| 14                       | 2451970.0    | 2451965.0        | 5.00       | 85.77 | 364.47              | 386.315       | 375.394                | 1876.96               | 1572.89         |
| 15                       | 2451975.0    | 2451970.0        | 5.00       | 83.93 | 337.10              | 364.472       | 350.791                | 1753.95               | 1469.81         |
| 16                       | 2451980.0    | 2451975.0        | 5.00       | 81.87 | 270.42              | 337.109       | 303.796                | 1518.97               | 1272.90         |
| 17                       | 2451985.0    | 2451980.0        | 5.00       | 77.77 | 136.70              | 270.482       | 203.596                | 1017.97               | 853.065         |
| 18                       | 2451990.0    | 2451985.0        | 5.00       | 65.58 | 59.762              | 136.709       | 98.236                 | 491.178               | 411.607         |
| 19                       | 2451995.0    | 2451990.0        | 5.00       | 52.17 | 16.389              | 59.762        | 38.076                 | 190.378               | 159.536         |
| 20                       | 2452000.0    | 2451995.0        | 5.00       | 44.51 | 0.101               | 16.389        | 8.245                  | 41.225                | 34.547          |
| 21                       | 2452005.0    | 2452000.0        | 5.00       | 36.58 | 0.000               | 0.101         | 0.051                  | 0.253                 | 0.212           |
| 22                       | 2452010.0    | 2452005.0        | 5.00       | 27.80 | 0.000               | 0.000         | 0.000                  | 0.000                 | 0.000           |
| 23                       | 2452015.0    | 2452010.0        | 5.00       | 12.83 | 0.000               | 0.000         | 0.000                  | 0.000                 | 0.000           |
| 24                       | 2452020.0    | 2452015.0        | 5.00       | 1.53  | 0.000               | 0.000         | 0.000                  | 0.000                 | 0.000           |
| 25                       | 2452020.6    | 2452020.0        | 0.67       | 0.01  | 0.000               | 0.000         | 0.000                  | 0.000                 | 0.000           |
| <b>Total</b>             |              |                  |            |       |                     |               |                        | <b>18707.63</b>       | <b>15676.99</b> |

The following is the summary of Legacy Waste Dump Quantity Estimates at the presented site based on the Topographical and contour Survey. (Site 1)

1. Spread Area of Old dumped Waste is 5,082 Sq.m (1.25 acres).
2. Total Volume of Old dumped Waste is 18,707.63 Cu.m.
3. As per test analysis Density of waste 0.838 MT/m<sup>3</sup>.
4. Quantity of Waste in MT is ~15676.99 MT
5. Average Height of waste is ~3.68m



| Volume Report for Site 2 |              |                  |            |       |                     |               |                        |                       |                 |
|--------------------------|--------------|------------------|------------|-------|---------------------|---------------|------------------------|-----------------------|-----------------|
| Sl. No.                  | Section From | Previous Section | Difference | Width | Area M <sup>2</sup> | Previous Area | Average M <sup>2</sup> | Volume M <sup>3</sup> | Volume MT       |
| 1                        | 2452075.0    | -                | 0.0        | 23.34 | 48.005              | 0.000         | 24.003                 | 0.000                 | 0.000           |
| 2                        | 2452080.0    | 2452075.0        | 5.0        | 76.40 | 181.22              | 48.005        | 114.61                 | 573.07                | 472.78          |
| 3                        | 2452085.0    | 2452080.0        | 5.0        | 92.22 | 304.47              | 181.22        | 242.85                 | 1214.25               | 1001.76         |
| 4                        | 2452090.0    | 2452085.0        | 5.0        | 86.39 | 302.06              | 304.47        | 303.27                 | 1516.36               | 1251.00         |
| 5                        | 2452095.0    | 2452090.0        | 5.0        | 82.15 | 281.49              | 302.06        | 291.78                 | 1458.88               | 1203.59         |
| 6                        | 2452100.0    | 2452095.0        | 5.0        | 77.77 | 270.92              | 281.49        | 276.21                 | 1381.05               | 1139.36         |
| 7                        | 2452105.0    | 2452100.0        | 5.0        | 68.39 | 234.28              | 270.92        | 252.60                 | 1263.03               | 1042.00         |
| 8                        | 2452110.0    | 2452105.0        | 5.0        | 64.01 | 219.04              | 234.28        | 226.66                 | 1133.32               | 934.99          |
| 9                        | 2452115.0    | 2452110.0        | 5.0        | 54.58 | 168.39              | 219.04        | 193.71                 | 968.59                | 799.08          |
| 10                       | 2452120.0    | 2452115.0        | 5.0        | 50.14 | 148.07              | 168.39        | 158.23                 | 791.16                | 652.70          |
| 11                       | 2452125.0    | 2452120.0        | 5.0        | 45.34 | 129.44              | 148.07        | 138.75                 | 693.79                | 572.37          |
| 12                       | 2452130.0    | 2452125.0        | 5.0        | 35.37 | 103.39              | 129.44        | 116.41                 | 582.08                | 480.22          |
| 13                       | 2452135.0    | 2452130.0        | 5.0        | 28.29 | 69.61               | 103.39        | 86.505                 | 432.52                | 356.83          |
| 14                       | 2452140.0    | 2452135.0        | 5.0        | 3.44  | 5.743               | 69.617        | 37.680                 | 188.40                | 155.43          |
| <b>Total</b>             |              |                  |            |       |                     |               |                        | <b>12196.55</b>       | <b>10062.15</b> |

The following is the summary of Legacy Waste Dump Quantity Estimates at the presented site based on the Topographical and contour Survey. (Site 2)

1. Spread Area of Old dumped Waste is 4,079 Sq.m (1 acres).
2. Total Volume of Old dumped Waste is 12,196.55 Cu.m.
3. As per test analysis Density of waste 0.825 MT/m<sup>3</sup>.
4. Quantity of Waste in MT is ~ 10,062.15 MT.
5. Average Height of waste is ~2.99m

## (Lab test Report for Site – 1)

**Eco Pro Environmental Services****Physical & Chemical Testing of Legacy Waste Sample in Sanawad City**

|                  |  |                 |          |
|------------------|--|-----------------|----------|
| <b>Issued to</b> | <b>Nagar Parishad Sanawad, Dist. Khargone (M.P.)</b> |                 |          |
| Date of Sampling | 28/06/22   | Date of Receipt | 29/06/22 |
| Nature of sample | Legacy Waste at old Dumpsite                         | Report No.      | 111227   |
| Sample Quantity  | 10 Kg  | Sample Pck      | Poly Bag |

| S No. | Parameter  | Unit   | Results | Test Method           |
|-------|--|--------|---------|-----------------------|
| 1     | pH   |        | 5.3     |                       |
| 2     | Bulk Density   | MT/cum | 0.838   | IS:2386(P-3):1963     |
| S No. | Parameter  | Unit   | Results | Test Method           |
| 1     | Green Waste and Kitchen Waste                                | % w/w  | 15.15   | Physical Verification |
| 2     | Plastic, Polythene, Tetra Packs Etc.                         | % w/w  | 20.74   | Physical Verification |
| 3     | Paper and Card Board   | % w/w  | 2.95    | Physical Verification |
| 4     | Metal  | % w/w  | 0.39    | Physical Verification |
| 5     | Glass  | % w/w  | 0.35    | Physical Verification |
| 6     | Textiles   | % w/w  | 1.92    | Physical Verification |
| 7     | Horticulture Waste & Wooden Piece                            | % w/w  | 11.29   | Physical Verification |
| 8     | Leather, Rubber Etc  | % w/w  | 0.48    | Physical Verification |
| 9     | Inert (Silt, Debris, Construction and Demolition Waste Etc.) | % w/w  | 46.73   | Physical Verification |
|       | <b>Total</b>   |        | 100     |                       |

| S No. | Parameter                    | Unit   | Results | Test Method            |
|-------|------------------------------|--------|---------|------------------------|
| 1     | Moisture                     | % w/w  | 17.69   | ASTM D 3173-87 (1996)  |
| 2     | Ash Content                  | % w/w  | 47.25   | ASTM D 3174-97         |
| 3     | Total volatile content (LOI) | % w/w  | 30.25   | ASTM D 3175-89a (1997) |
| 4     | Total Organic Carbon (TOC)   | % w/w  | 23.18   | IS:228 (P-1) :1987     |
| 5     | Calorific value              | cal/kg | 955.0   | Bomb Calorimeter       |
| 6     | C/N Ratio                    | -      | 12.95   | Computation            |
| 7     | Total Nitrogen               | mg/kg  | 1.2     | ASTM D 3179-89 (1997)  |
| 8     | Total Phosphates as P2O5     | % w/w  | 2.8     | IS:228 (P-3) :1987     |
| 9     | Total Potassium as K2O       | % w/w  | 1.5     | USEPA 6010C :2007      |

Date of Completion: 09.07.2022



**Note:** This report cannot be used as an evidence in the court of law and cannot be used in part or fully in any media without prior permission. Perishable samples will be destroyed after testing. This test report is only for the sample tested. Subject to Indore Jurisdiction.

## (Lab test Report for Site – 2)



Eco Pro Environmental Services

**Physical & Chemical Testing of Legacy Waste Sample in Sanawad City**

| Issued to        |                              | Nagar Parishad Sanawad, Dist. Khargone (M.P.) |          |
|------------------|------------------------------|---|----------|
| Date of Sampling | 28/06/22                     | Date of Receipt                               | 29/06/22 |
| Nature of sample | Legacy Waste at New Dumpsite | Report No.                                    | 111228   |
| Sample Quantity  | 10 Kg                        | Sample Pck                                    | Poly Bag |

| S No. | Parameter  | Unit   | Results | Test Method           |
|-------|--|--------|---------|-----------------------|
| 1     | pH   |        | 5.2     |                       |
| 2     | Bulk Density   | MT/cum | 0.825   | IS:2386(P-3):1963     |
| S No. | Parameter  | Unit   | Results | Test Method           |
| 1     | Green Waste and Kitchen Waste                                | % w/w  | 18.1    | Physical Verification |
| 2     | Plastic, Polythene, Tetra Packs Etc.                         | % w/w  | 19.17   | Physical Verification |
| 3     | Paper and Card Board   | % w/w  | 2.75    | Physical Verification |
| 4     | Metal  | % w/w  | 0.34    | Physical Verification |
| 5     | Glass  | % w/w  | 0.25    | Physical Verification |
| 6     | Textiles   | % w/w  | 1.78    | Physical Verification |
| 7     | Horticulture Waste & Wooden Piece                            | % w/w  | 10.15   | Physical Verification |
| 8     | Leather, Rubber Etc  | % w/w  | 0.34    | Physical Verification |
| 9     | Inert (Silt, Debris, Construction and Demolition Waste Etc.) | % w/w  | 47.12   | Physical Verification |
|       | Total  |        | 100     |                       |

| S No. | Parameter   | Unit   | Results | Test Method            |
|-------|---|--------|---------|------------------------|
| 1     | Moisture  | % w/w  | 18.96   | ASTM D 3173-87 (1996)  |
| 2     | Ash Content                                       | % w/w  | 46.21   | ASTM D 3174-97         |
| 3     | Total volatile content (LOI)                      | % w/w  | 29.65   | ASTM D 3175-89a (1997) |
| 4     | Total Organic Carbon (TOC)                        | % w/w  | 21.36   | IS:228 (P-1) :1987     |
| 5     | Calorific value                                   | cal/kg | 910.0   | Bomb Calorimeter       |
| 6     | C/N Ratio   | -      | 13.10   | Computation            |
| 7     | Total Nitrogen                                    | mg/kg  | 1.0     | ASTM D 3179-89 (1997)  |
| 8     | Total Phosphates as P <sub>2</sub> O <sub>5</sub> | % w/w  | 2.5     | IS:228 (P-3) :1987     |
| 9     | Total Potassium as K <sub>2</sub> O               | % w/w  | 1.6     | USEPA 6010C :2007      |

Date of Completion: 09.07.2022



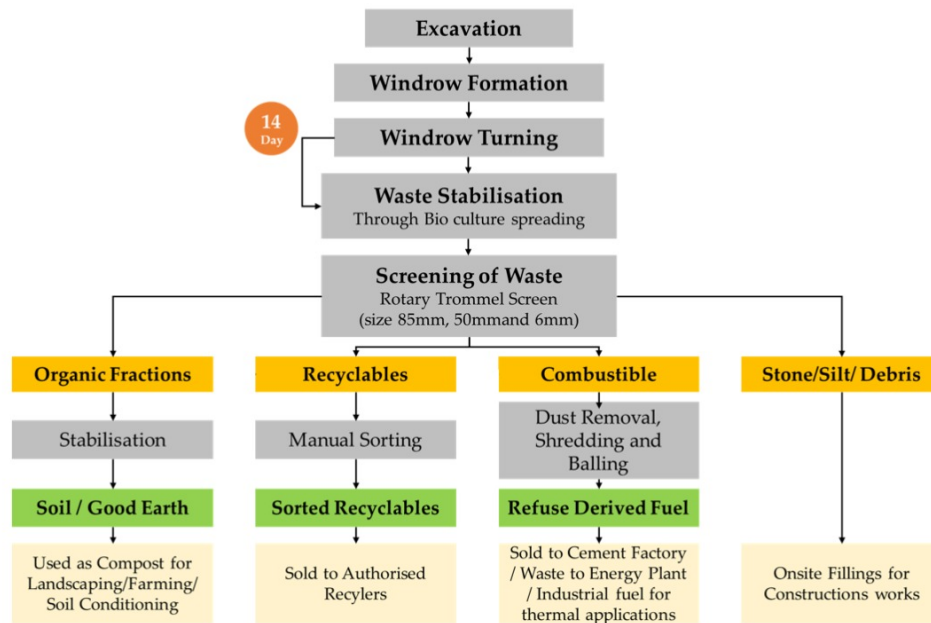
Note: This report cannot be used as an evidence in the court of law and cannot be used in part or fully in any media without prior permission. Perishable samples will be destroyed after testing. This test report is only for the sample tested. Subject to Indore Jurisdiction.

## Appendix-2: Specification for Bioremediation, Biomining & disposal of residue waste

100% Bioremediations and resource recovery and its utilization is possible approach for dumpsite remediation. Henceforth it is proposed to undertake a model of Bioremediation. Bioremediations of the waste needs to be done for the entire quantity of waste. Efforts should more be focussed to recover maximum resources from the legacy waste and utilise them for various purpose.

The proposed project adopts an integrated approach (Bioremediation) with the following objective-

- Valuable land (**Minimum 100%**) of the waste spreader on site shall be reclaimed through the approach.
- Lowest Ground Level is proposed to be reached.
- Raking of garbage layer through long spike harrow operating in cross directions shall be done regularly to pull out rags, plastic, rubber, textiles etc.
- Legacy waste shall be screened through rotary/ horizontal screens. The recovered fractions shall be put to use onsite only to the maximum extent possible.



| Type                           | Disposal Strategy of Screened Material  |
|--------------------------------|---|
| <b>Organic Fractions</b>       | Soil / Good Earth: - To be used for Landscaping/ Farming / Soil Conditioner On site                               |
| <b>Combustible</b>             | Combustible: - RDF Preparation or to be sent to Cement Factory for Co-processing                                  |
| <b>Recyclables</b>             | Recyclables: - To be Directly sent to authorize recyclers   |
| <b>Stone/Silt/ Debris etc.</b> | To be Used for Onsite Construction plinth filling/ To be Used as filling Material/ To be Used as filling Material |



### Appendix 3: Project Development Specifications

The following are the minimum requirements of infrastructure for Bioremediation.

| Summary of Manpower & Machinery Requirement for Bio-Remediation |  |          |       |
|---|--|----------|-------|
| S. No.  | Item Description   | Quantity | Unit  |
| 1   | A. Excavator for Excavation of Waste (Capacity 40 m <sup>3</sup> /Hr.)                 | 1        | Nos.  |
| 2   | B. Dumper for Waste Transportation (Capacity 16 m <sup>3</sup> )                       | 3        | Nos.  |
| 3   | C. Trommels for Waste Screening (Capacity 15 MT/Hr.)                                   | 2        | Nos.  |
| 4   | D. Inoculants for Waste Stabilization (Ratio of 01:04)                                 | 300      | L/Day |
| 5   | E. Steer Skid Loader for Handling Waste in Treatment (Capacity 30 m <sup>3</sup> /Hr.) | 2        | Nos.  |
| 6   | F. Bailing Machine for Bundling RDF (Recyclables) (Capacity 3 MT/Hr.)                  | 3        | Nos.  |
| 7   | Tractor with Tanker Attachment for Water   | 1.00     | Nos.  |
| 8   | Inoculant Spraying Machine   | 1.00     | Nos.  |
| 9   | Safety Equipments (Gloves, Fire Hydrants, Masks, etc.)                                 | 1.00     | Set   |
| 10  | H. Manpower Requirement  |          |       |
| 11  | Site Supervisor  | 1.00     | Nos.  |
| 12  | Excavator and Skid Loader Operator   | 3.00     | Nos.  |
| 13  | Trommel Operator   | 4.00     | Nos.  |
| 14  | Inoculant Spray Machine Operator   | 1.00     | Nos.  |
| 15  | Labour for Waste Handling  | 10.00    | Nos.  |
| 16  | Driver for Dumper and Tractor  | 4.00     | Nos.  |

## Appendix 4: Operations Specifications

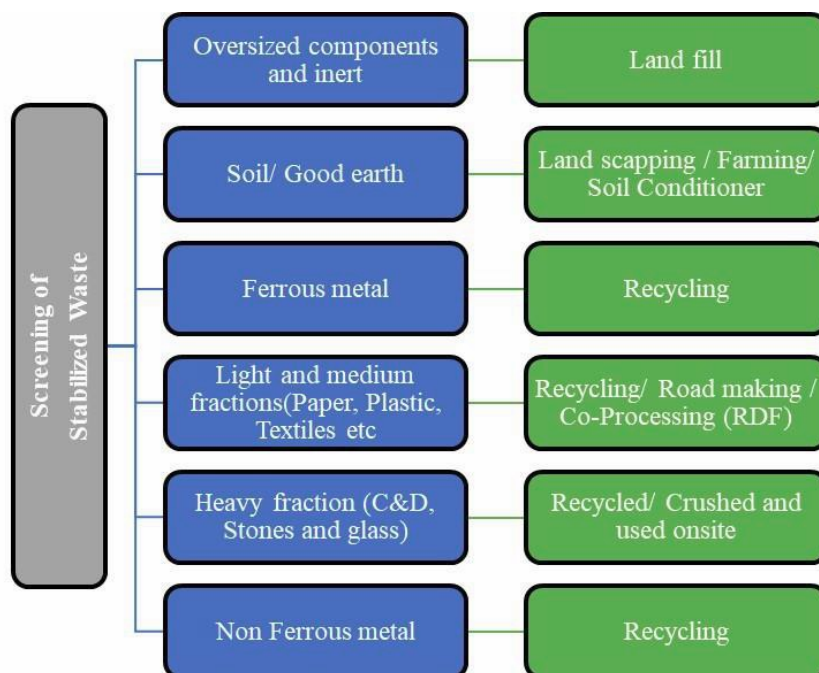
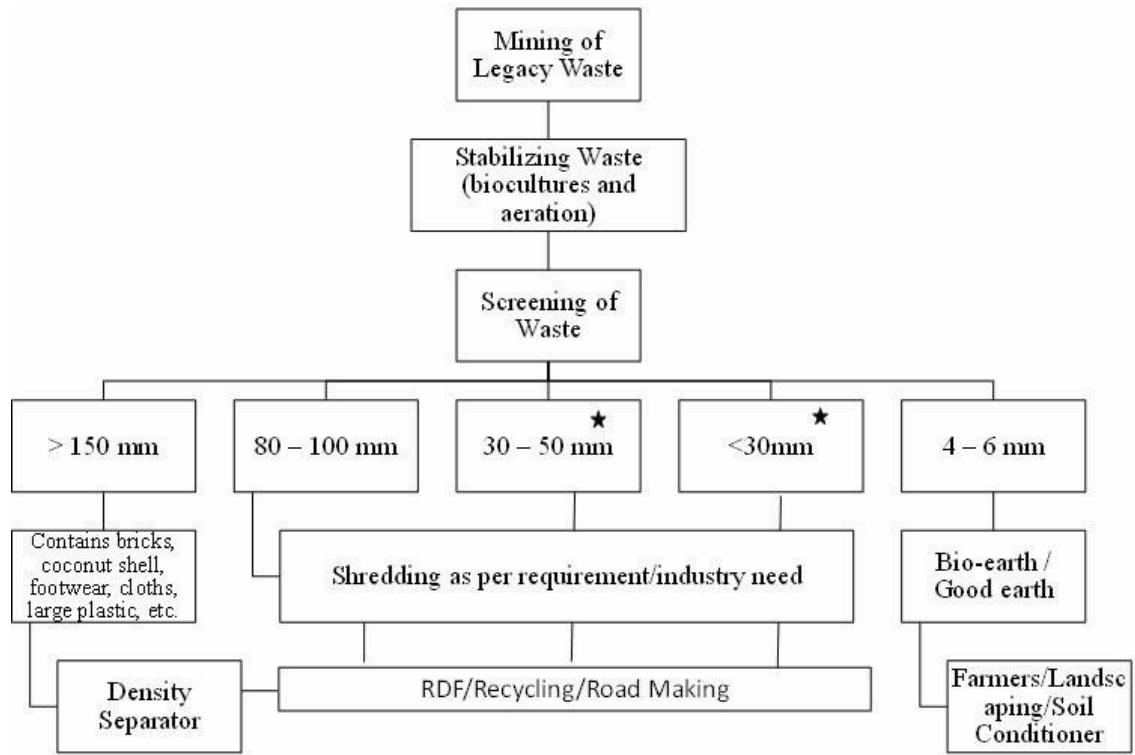
Processing treatment of accumulated waste shall be done in following way. This flow is only for guidance, the process may change according to the site requirement and composition of the waste when actually work at site starts:

1. Bioremediation treatment should done by dividing the site into suitable blocks of 100 sqm to 200 sqm.
2. Volume of waste to be determined through contour survey and site measurements. Weighment of heaps is difficult and problematic as gaseous emissions could endanger operators especially when no treatment is done. Hence initial Contour level survey of the site has been done (drawing of the contour level survey has been attached).
3. With the help of Back Hoe loader the waste in the demarcated area will be loosened up.
4. Usually the top layer has several materials in the active biological state. This layer is to be stabilised through herbal/biological sanitizers and water.
5. Raking of garbage layer through long spike harrow operating in cross directions is to be done regularly to pull out rags, plastic, rubber, textiles etc. big size of rags, plastic, rubber, textiles etc. will be taken out with help of labours by manual means. This waste shall be accumulated by the labours at a designated place on the site. Initial cleaning of this waste may be required before it is bundled for transportation for sale or disposal.
6. The left-over waste shall be formed into open windrows of suitable height and length with help of back hoe loader. Before formation of windrows, suitable additives like bio culture, mineral mixtures, and raw compost or cattle dung to be added as desirable microbial substrates for speedy fermentation of waste and achieving of thermophilic temperature range of 55 to 65°C.



7. Since the waste is old garbage most of the organic matters have already been decomposed. After 7-10 days of stabilisation the waste shall be taken up for screening.
8. Coarsely material and garbage shall be screened through rotary/horizontal screens. The recovered earth can be used for landscaping, gardening. ULB in consultation with other concerned departments should find out a green area where this "soil enricher" can be spread. This soil enricher shall be tested intermittently about the ingredients. Contractor shall follow the directions given by ULB about the place of disposal of such material.
9. The stone, bricks, ceramics which are removed while screening and raking should be used as landfilling material wherever it is required in the nearby areas. ULB shall direct the utilization of such material. Contractor shall follow the directions given by ULB about the place of disposal of such material.
10. Items like multi-layered packages, cloths, thin and flimsy plastics, thermocoal etc shall be sorted out and baled. This non-biodegradable waste may be sent to cement companies for scientific disposal through co processing.
11. The recyclables like plastic glass metal rugs cloth recovered from the waste during screening shall be sort out manually. The waste thus collected shall be bundled. Contractor shall follow the directions given by ULB about the place of disposal of such material.
12. A part of site shall be clearly ear marked space for storage of recyclable and reusable materials which will be recovered from bioremediation process of accumulated waste.
13. There will be left over waste including lump of heterogeneous nature. The waste may be hard or soaked with leachate which will be difficult to disintegrate. This waste shall be in tune of 10-20 % of the total waste. This waste should be capped in a 20% of total Area.
14. Any hazardous waste or e-waste of battery or any waste other than municipal waste should be sent to proper disposal facility for such type of waste. Like

Hazardous waste should go to a Hazardous waste treatment and Disposal facility or  
E-waste should go to an e-waste recycling facility.



Schematic representation of screen components and its sustainable disposal

### Indicative Uses/Utilization of Segregated Material

| Mode of Disposal                               | Distance of disposal site from<br>Dumpsite (KMs) |
|--|--|
| Bio soils/Soil enricher   Horticulture         | 5 KMs  |
| C&D Waste   Construction<br>Activities         | 185 KMs  |
| Bio soils/Soil enricher   Barren<br>Land       | 5 KMs  |
| RDF   Other Industry                           | 100 KMs  |
| Inert Waste   Road Filling                     | 5 KMs  |
| C&D Waste   C&D Waste<br>Processing Facilities | 185 KMs  |
| Inert Waste   Low Lying Areas                  | 5 KMs  |

**Note: Information provided in the aforementioned appendix and any section of Bid-document is for primary understanding only and cannot be used as reference in future, Bidders should be responsible for its verification before bidding.**

## Appendix 5: Environment Management and Monitoring Plan

## AS PER DETAILED PROJECT REPORT INDICATIVE PLAN AS BELOW

## 1. Pollution Mitigation Measures

| Sr. No.                                    | Pollution Sources               | Pollutants Emitted  | Mitigation Measures  |
|--|---------------------------------|---|--|
| <b>Air Pollution Mitigation Measures</b>   |                                 |   |  |
| 1.   | Construction activities         | SO <sub>2</sub> , NO <sub>x</sub> ,<br>Particulates, Odour etc. | - Dust suppression by water sprinkling.  |
| 2.   | Vehicular Movement              |   | - Bitumen covered internal roads.  |
| 3.   | Loading and unloading of Trucks |   | - Wheel Washing Bay at the entry point.  |
| 4.   | DG Set                          |   | - Vehicles carrying of excavated materials, construction materials and waste to be covered with tarpaulin or plastic sheet.                                      |
| 5.   | Processing of Legacy Waste      |   | - Proper ventilation and moisture in the windrow area to be maintained and herbal insecticides to be sprayed around odour generation areas at regular intervals. |
|  |                                 |   | - Covered landfill by polyethylene sheets except the active waste laying area  |
|  |                                 |   | - Green belt would be provided along the internal roads and plant boundary   |
| <b>Water Pollution Mitigation Measures</b> |                                 |   |  |

|    |                        |                              |   |
|----|------------------------|------------------------------|---|
| 6. | Leachate from landfill | Suspended Solids,<br>BOD etc | <ul style="list-style-type: none"> <li>- Impermeable liner in the landfill pit.</li> <li>- Storm water drainage system</li> </ul> |
|----|------------------------|------------------------------|---|

## 2. Environmental Monitoring

Monitoring for air quality parameters as per CPCB/MPPCB ambient air quality standards and surface water quality would be carried out on a regular basis or as and when required or instructed by the Engineer-in-charge.

### Environmental Monitoring Plan

| Environmental Component       | Locations  | Frequency             | Parameters to be Monitored  |
|-------------------------------|--|-----------------------|---|
| Ambient Air Quality           | Nearby habitations, upwind, downwind, crosswind  | Quarterly             | PM <sub>10</sub> , PM <sub>2.5</sub> , SO <sub>2</sub> , NO <sub>x</sub> , CH <sub>4</sub> , CO, Ammonia, H <sub>2</sub> S, Odour |
| Noise                         | Within site (DG set, Sanitary Landfilling area) and nearest habitation   | Quarterly             | Noise Levels (Leq)  |
| Ground water / surface waters | Water samples from piezometric monitoring wells at 5-6 locations within 50 meters of periphery of landfill site, ground water from the nearest tube well, stream and River | Quarterly             | IS 10500:2012 drinking water parameters   |
| Leachate                      | Windrow area   | Quarterly (TCLP Test) | SS, TDS, pH, BOD, COD, As, CN, Cl, heavy metals   |
| Landfill gas                  | Dumpsite area  | Quarterly             | Methane & CO <sub>2</sub>   |
| Soil Conditioner              | Final product  | Monthly once          | As, Cd, Cr, Cu, Pb, Hg, Ni, Zn, C/N ratio, pH   |

## 3. Design Environmental Targets

The proposed project shall abide by the following design environmental norms and prevailing environmental quality but not limited to

### 3.1. Ambient Air Quality

It shall be as per National Ambient Air Quality Standards, CPCB, GoI.

### 3.2. Noise Level

Rev.02

It shall be as per the noise pollution (regulation and control) rules, 2000 and its subsequent amendments

**3.3. Water Quality**

The Leachate disposal shall be as per SWM rules 2016.

Volume II- Draft Contract Agreement Format

## **Draft Contract Agreement Format**

This agreement, made on the \_\_\_\_\_ day of 20\*\*, between the Nagar Palika Parishad Sanawad [name and address of the **ULB**] (Hereinafter called as "the Authority") of the first-part and M/S\_\_\_\_and [name and address of contractor] (hereinafter called "the Contractor") of the second part.

Whereas the Authority is desirous that the Contractor execute \_ [name and identification number of Contract] (hereinafter called "the Works") and the Authority has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a contract price of INR\_\_\_\_\_.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Authority hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - i. Letter of Acceptance;
  - ii. Notice Inviting Bid;
  - iii. Bid Document issued by the Nagar Palika Parishad Sanawad and its subsequent amendments and corrigendum
  - iv. Contractor's submitted Bid documents;
  - v. Conditions of contract (including Special Conditions of Contract);
  - vi. Specifications;
  - vii. Drawings and Site Map;
  - viii. Any other document listed in the Condition of Contract forming part of the contract.

In witness whereof the parties thereto have caused this Contract Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of:



Rev.02

Signed, Sealed and Delivered by the said

In the presence of:

Binding Signature of Authority

Binding Signature of Contractor  
(To be signed by the Authorized Signatory of the Bidder)

\*\*\*\*\*END OF DRAFT CONTRACT AGREEMENT\*\*\*\*\*

### **Volume III- Conditions of Contract**

#### Conditions of Contract

#### **A. General Conditions of Contract (GCC)**

##### 1. Definitions

**"Authority"** means Chief Municipal Officer of the Nagar Palika Parishad Sanawad who will execute the contract agreement with the Contractor to carry out the work. The Authority may delegate any or all functions to a person or body nominated by him for specified functions. The word Authority/Government/Department wherever used denotes the Authority.

**"Appellate Authority"** means Deputy Mission Director, UADD for deciding dispute under Dispute resolution system.

**"Completion"** means completion of the work, as certified by the Engineer-in-Charge, in accordance with provisions of agreement.

**"Contract"** means the Contract between the Authority and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.

**"Contractor"** means a person, or a legal entity whose bid to carry out the work has been accepted by the Authority.

**"Contractor's bid"** means the completed bid document submitted by the Contractor to the Authority.

**"Contract amount"** means the amount of contract worked out on the basis of accepted bid.

**"Completion of work"** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.

**"Competent Authority"** means Divisional Joint Director, UADD for deciding dispute under Dispute resolution system.

**"Day"** means the calendar day.

**"Defect"** means any part of the work not completed in accordance with the specifications included in the contract.

**"Drawings"** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.

**"Department"** means the Nagar Palika Parishad Sanawad or as specified.

**"Engineer in charge"** means the person nominated by the Authority for overall supervision and coordination of the work, provide approval to work plan and work schedules submitted by the contractor for commencement of the work, approval of drawings and specification, certification of the work executed by the contractor and invoice raised by the contractor. The Word "Engineer" wherever used, other than specifically mentioned or specified, means the Engineer-in—charge.

**"Equipment"** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work at his own cost.

**"Government"** means the Government of Madhya Pradesh or the Government of India as the case may be.

**"In Writing"** means communicated in written form and delivered against receipt.

**"Material"** means all supplies including consumables used by the Contractor for incorporation in the work.

**"Stipulated date of completion"** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.

**"Specification"** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.

**"Start Date"** means the date of execution of the contract agreement, or such date as agreed by the Authority in Written

**"Sub-Contractor"** means a person or corporate body who has a Contract (duly authorized by the Authority) with the Contractor to carry out a part of the work under the Contract.

**"Temporary Work"** means work designed, constructed, installed, and removed by the Contractor that are needed for the work.

**"Tender/Bid/Bid Document/Request for Proposal (RFP), Tenderer/Bidder"** are the synonyms and carry the same meaning wherever used.

**"ULB"** means Urban Local Body located in jurisdiction of the Division of the State of Madhya Pradesh.

**"Variation"** means any change in the work which is instructed or approved as variation under this contract.

**"Waste Spread Area"** means the area covered with Legacy waste within the Project site as approved by Engineer-in-charge.

**"Work"** the expression **"work"** or **"works"** or **"Project"** were used in these conditions shall unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

**"Work Plan"** means the implementation plan, including phasing of works, physical completion milestones and other such details that the Authority shall seek from time to time with respect to tracking progress of the works.

## 2. Interpretations

In the contract, except where the context requires otherwise

- 2.1. Words indicating one gender include all genders.
- 2.2. Words indicating the singular also include the plural and vice versa; Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing.
- 2.3. Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; Words have their normal meaning under the language of the Contract unless specifically defined.
- 2.4. The Engineer-in-charge will provide instructions clarifying queries about the Conditions of Contract.

## 3. Documents Forming Part of Contract:

- 3.1. Notice Inviting Bid with all amendments.
- 3.2. Tender Document (Tender Notice No. – \_\_\_\_\_) with all amendments and corrigendum
- 3.3. Letter of Award (LoA) and its acknowledgment by the bidder
- 3.4. Contract Agreement

3.5. Conditions of Contract:

- a) Part A: General Conditions of Contract and Contract Data with all Annexures;
- b) Part B: Special Conditions of Contract.

3.6. Specifications

3.7. Drawings and site map

3.8. Technical and Financial Bid submitted by the Contractor

3.9. Any other document (s), as specified or important to execute this contract.

## 4. Language and Law

The language of the Contract and the law governing the Contract are stated in these conditions of contract.

## 5. Communications

All certificates, notice or instruction to be given to the Contractor by the Authority/Engineer-in-Charge shall be sent on the address or contact details given by the Contractor in Form 2 of his submitted Bid. The address and contract details for communication with the Authority/Engineer shall be as per the details given in bid data sheet of the RFP Document or as specified in written from time to time. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in- Charge.

## 6. Engineer's Decisions

Except where otherwise specifically stated, the Engineer will decide contractual matters between the Authority and the Contractor in the role representing the Authority. The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

## 7. Subcontracting

The Contractor may subcontract part of the work with the prior approval of the Authority but may not assign the Contract without the approval of the Authority in writing. Subcontracting does not alter the Contractor's obligations.

## 8. Personnel

- 8.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel in the Form 9 (B) of his submitted technical bid to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Schedule of Key personnel is the bare minimum requirement of the key personnel to execute this project, however, the contractor shall endeavor to deploy all such resources necessary to implement the project. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.

- 8.2. If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force or sub-contractor, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## 9. Force Majeure

- 9.1. The term "Force Majeure" means an exceptional event or circumstance:
- a) Which is beyond a party's control
  - b) Which such party could not reasonably have provided against before entering into the contract
  - c) Which, having arisen, such party could not reasonably have avoided or overcome, and
  - d) Which is not substantially attributed to the other Party
- 9.2. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) in the sub-clause 9.1 above, are satisfied:
- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies);
  - (ii) Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war
  - (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel
  - (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
- 9.3. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity. In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 9.4. For the period of extension granted to the Contractor due to Force Majeure, the penalty clause shall not apply. It is clarified that the clause '9' shall not give eligibility for any adjustment or escalation in contract amount.
- 9.5. The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed six months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

## 10. Contractor's Risks

- 10.1. All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 10.2. All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that designs/ drawings or other documents have been approved by the department.

## 11. Safety

The Contractor shall be responsible for the safety of all activities on the Site. The contractor shall comply to the safety guidelines and best industrial practice to implement safety at workplace.

## 12. Liability for Accidents to Person

The contractor shall be deemed to have indemnified and saved harmless the Government and/or the Authority, against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

## 13. Contractor to Complete the Works

- 13.1. The Contractor shall execute the Works in accordance with the Milestone, Work plan, work schedule, Specifications, Drawings and site map as specified in the Bid Document. In the case of any class of work for which there is no such specification as is mentioned in the Tender Document, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.

The contractor shall supply and take upon himself and at his cost the entire responsibility of the sufficiency of all the means and resources used for the fulfilment of this contract whether such means may or may not be specified in the scope of work, Bid Document, contract agreement or recommended by the Engineer-in-charge.

## 14. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Authority/Government. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

## 15. Dispute Resolution System

- 15.1. No dispute can be raised except before the Competent Authority as defined in definitions in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 15.2. No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Authority shall not be liable for claims arising out of such disputes.
- 15.3. The Competent Authority shall decide the matter within 45 days.
- 15.4. Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the definitions. The Appellate Authority shall decide this dispute within 45 days.
- 15.5. Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.
- 15.6. The contractor shall have to continue execution of the works with due diligence not withstanding pendency of a dispute before any authority or forum.

## 16. Approval by the Engineer-in-charge

- 16.1. The Contractor shall submit the work plan, work schedule, Specifications and Drawings for the commencement of the proposed work/part of proposed work/milestone of proposed work, before the commencement of such works. The contractor shall proceed for the commencement of such work only after the approval of the Engineer-in-charge.
- 16.2. The Contractor shall be responsible for design of the proposed Works.
- 16.3. The Contractor shall obtain approval of third parties to the design of the Works where required.
- 16.4. All Drawings, work plan and work schedule prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Engineer-in-charge before their use.

## 17. Time Frame for completion of works

- 17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the milestone achievement schedule set out in the Bid Document as updated time to time by the approval of the Engineer-in-charge and complete them by the Intended Completion Date.
- 17.2. The Engineer's approval of the work schedule shall not alter the Contractor's obligations

## 18. Extension of Time

- 18.1. If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.
- 18.2. The Authority shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Engineer-in-charge for a decision upon the effect of grounds of having unavoidable hindrance in execution of work or on any other such grounds and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## 19. Liquidated Damages

- 19.1. The Contractor shall pay liquidated damages to the Authority at the rate per day stated in the sub-clause 7.3 of the RFP document, for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the contract data) after considering the extension of time as specified in clause 17 of this GCC. The total amount of liquidated damages shall not exceed the amount defined in the sub-clause 7.3 of the RFP document. The Authority will deduct the liquidated damages from payments due to the Contractor.
- 19.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Authority shall correct any overpayment of liquidated damages by the Contractor by adjusting such overpayment from the next payment due to the contractor or final settlement of payments with the contractor as the case may be. The contractor shall not pay any interest on any such amount of overpayment of liquidity damages.



19.3. Payment of liquidated damages does not affect the Contractor's liabilities.

## 20. Penalty for Non-Compliance

The Contractor shall pay penalty for Non-compliance to the SWM Rules 2016, Environmental standards, Safety Standards, Specifications as set out in the RFP document etc. as per the schedule mentioned in clause 7.4 of the RFP document.

## 21. Contract amount

21.1. The contractor's quoted contract amount can't be changed.

21.2. No interest shall be payable to the Contractor on any payment due or awarded by the authority.

21.3. The rates quoted by the Contractor shall be deemed to be exclusive of GST and inclusive of other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities.

## 22. Quality Control

### 22.1. Identifying Defects

22.1.1 The Engineer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

22.1.2 The contractor shall permit the Authority's Technical auditor to check the contractor's work and notify the Engineer and Contractor of any defects that are found. Such a check shall not affect the Contractor's or the Engineer's responsibility as defined in the Contract Agreement.

### 22.2. Correction of Defects

22.2.1 The Engineer shall give notice to the Contractor of any Defects, in writing.

22.2.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time and satisfaction level of the Engineer as specified in the Engineer's notice.

22.2.3 If the Contractor has not corrected a Defect, within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## 23. Termination of Contract

23.1. The Authority or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
- (b) The Engineer-in-charge instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;
- (c) The Authority or the Contractor is made bankrupt or goes into liquidation other than for

a reconstruction or amalgamation;

- (d) The Contractor without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
  - (e) the Contractor does not maintain a valid instrument of financial Security, as prescribed;
  - (f) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
  - (g) if the Contractor, in judgment of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract, the definition of corrupt and fraudulent practice shall be as defined in clause 5.9 of the RFP document; the contractor fails to perform in the manner as specified in the Contract agreement, bid document, bid submitted by him or recommendation by the engineer-in charge;
  - (h) The contractor (in case of Consortium/joint venture) has modified the composition of the Consortium/joint venture and/or the responsibility of each member of the Consortium/joint venture from what is stated in Consortium/joint venture agreement without prior approval of the Authority.
- 23.2. Notwithstanding the above, the Authority may terminate the Contract for convenience.
- 23.3. If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 23.4. All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Authority, if the Contract is terminated because of a contractor's default.

## 24. Payment upon Termination

- 24.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer-in-charge shall issue a certificate for the value of the work done less adjusted advance payments (on pro-rated basis) received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as per the percentage of milestone achievement. Additional Liquidated Damages shall not apply. If the total amount due to the Authority exceeds any payment due to the Contractor, the difference shall be a debt payable to the Authority.
- 24.2. If the Contract is terminated at the Authority's convenience or because of a fundamental breach of Contract by the Authority, the Engineer-in-charge shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## 25. Performance Security

The Contractor shall have to submit performance security as set out in the clause 5.7 of the tender document. The contractor shall have to ensure that such performance security remains valid for the period as specified in the tender document.

## 26. Retention Security Deposit

Security deposit shall be deducted from each running bill at the rate as specified in the clause 7.2 of the Tender Document. The Security deposit shall be refunded on after 60 days from the issue of final completion certificate subject to the conditions of the contract agreement and the tender documents, whichever is applicable.

## 27. Payment of contract Amount

- 27.1. Payment of the 'contract amount' shall be made to the contractor in accordance to the provision as set out in the clause 7 of the RFP document.
- 27.2. No advance payment shall be made to the contractor in any case.
- 27.3. The invoice for the payment shall be raised by the contractor, after the certification of the work completed by the contractor and the invoice by the Engineer-in-charge
- 27.4. The payment shall be made through NEFT/RTGS. No payment shall be made in cash
- 27.5. All payment shall be made in Indian currencies.

## 28. Completion Certificate

- 28.1. A provisional completion certificate in the prescribed format as given in Annexure I of this conditions of contract shall be issued by the Engineer in charge after physical completion of the work.
- 28.2. After final payment to the contractor, a final completion certificate in the prescribed format as given in Annexure II of this conditions of contract shall be issued by the Engineer in charge.
- 28.3. The Authority shall take over the Site and the Works within seven days of the issue of the provisional Completion certificate.

\*\*\*\*\*END OF GCC\*\*\*\*\*

## B. Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### 1. Role of Parties to the Contract

#### 1.1. Role of the Authority

The Authority shall play the following role in this project

- (i) The Authority shall handover the Project Site and on an as-is-where-is basis, free from encumbrances, for the execution of the Project. The Authority will not provide any equipment or vehicle for the project. All equipment and machinery required for the successful execution of the project shall be arranged by the contractor at his own cost.
- (ii) The Authority shall earmark the land (to be reclaimed and to be used for segregation and processing of excavated mixed MSW) and give possession to the Contractor within one week of the

execution of the Contract Agreement.

- (iii) The Authority shall provide access to the land earmarked to the contractor for implementing the project.
- (iv) The Authority shall facilitate and provide documents/ endorsement letters, if any necessary for clearances, permits, approvals, authorizations, and no objection certificate, which are required by the contractor to execute the project. It is clarified that all necessary clearances, permits, approvals, authorizations, and no objection certificate including Water and Power arrangements inside the plant area (ULB will provide only power arrangements upto plant boundary) shall be the role and responsibilities of the selected contractor.
- (v) The Authority shall permit the contractor to carry out the project till the conclusion of the Contract Period of as mentioned in the RFP or any extension thereof as granted by the Authority in writing.

## 1.2. Role of the Contractor

- (i) The contractor shall execute and complete the project in accordance with the provisions set out in the tender document, the Conditions of contract and the contract agreement
- (ii) The contractor shall have no right or title or leasehold right on the land earmarked to them. The Land earmarked to the Bidder shall not be used for any other purpose other than for the project purpose.
- (iii) The contractor is entitled to switching over to the technologies according to the viability of the implementation of the project commercially subject to prior submission of proposal for such technology switch describing the details of such technology and advantage of using the technology and such proposal being approved by the engineer-in-charge in writing.
- (iv) The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Authority at any point of time.
- (v) The contractor shall be responsible to obtain necessary clearances, permits, approvals, authorizations, and no objection certificate required for execution of the work
- (vi) The Water, Power arrangements and other arrangements/ resources necessary for the execution of the work shall be the role and responsibilities of the selected contractor.

## 2. Compliance to Law, Rules and Regulations

The contractor shall abide with all the rules and regulations of the Government of India, Government of Madhya Pradesh, Local Governments or any other Government bodies that has direct or indirect incidence on the project, in addition to the rules and regulations mentioned below.

The Contractor shall keep the Authority indemnified in case any action is taken against the Authority by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the

provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Authority shall have the right to deduct any money due to the Contractor including his amount of performance security. The Authority/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Authority.

The contractor shall perform his obligations for the completion of the works under the umbrella of the below given rules and regulations:

## 2.1. Compliance with Labour Regulations

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

## 2.2. Protection of Environment

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all the terms and conditions prescribed in the Environmental Clearance/ Consent to Establish/Consent to operate issued to the project, existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

The contractor shall commence the project activities as per the rules, regulations and guidelines as set forward by the Solid Waste Management, 2016 and its subsequent amendments thereof, Construction and Demolition Waste Management Rules 2016 and its subsequent amendment thereof, Plastic Waste Management Rules 2016 and its subsequent amendment thereof, Bio- Medical Waste management rules 2016 and its subsequent amendment thereof, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and its subsequent amendment thereof, E-waste management rules 2016 and its subsequent amendment thereof, Environment Protection Act 1986 and its subsequent amendment thereof. Contractors to note that this is the minimum criteria required for the commencement of this work and the contractor will practice the best possible method to protect the Environment.

\*\*\*\*\*END OF SCC\*\*\*\*\*

### Annexure I: Provisional Completion Certificate

Name of Work:

Agreement No. \_\_\_\_\_ Date \_\_\_\_\_ Amount of Contract Rs \_\_\_\_\_  
\_\_\_\_\_ Quantity of Waste Processed \_\_\_\_\_ Ton, Land  
Reclaimed \_\_\_\_\_ M<sup>2</sup> with

- |     |                                       |
|-----|---------------------------------------|
| a.) | RDF disposed quantity (Ton) _____     |
| b.) | RDF disposed Location _____           |
| c.) | Compost disposed quantity (Ton) _____ |
| d.) | Compost disposed Location _____       |
| e.) | Inert disposed quantity (Ton) _____   |
| f.) | Inert disposed Location _____         |

Certified that the above-mentioned work was provisionally completed on (Date) and taken over on .....(Date) and that I have satisfied myself to best of my ability that the work has been done properly.

Date of issue:

Engineer-in-Charge

## Annexure II: Final Completion Certificate

Name of Work:

Agreement No. \_\_\_\_\_ Date: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Certified that the above-mentioned work was physically completed on \_\_ (date) and taken over on \_\_ (date).

Agreement amount Rs. \_\_\_\_\_

Final amount paid to contractor Rs. \_\_\_\_\_.

Quantity of Waste Processed \_\_\_\_\_ Ton

Area of Land Reclaimed \_\_\_\_\_ m<sup>2</sup> with

- |     |                                       |
|-----|---------------------------------------|
| a.) | RDF disposed quantity (Ton) _____     |
| b.) | RDF disposed Location _____           |
| c.) | Compost disposed quantity (Ton) _____ |
| d.) | Compost disposed Location _____       |
| e.) | Inert disposed quantity (Ton) _____   |
| f.) | Inert disposed Location _____         |

Incumbency of officers for the work

I have satisfied myself to best of my ability that the work has been done properly.

Date of Issue: \_\_\_\_\_

Engineer-in-Charge