

## State Urban Development Agency

'ILGUS BHAWAN', HC Block, Sector III, Bidhannagar, Kolkata – 700106

Email: [wbsudadir@gmail.com](mailto:wbsudadir@gmail.com)

Memo No. SUDA-732/2020/765

Date: 20.07.2020

**Notice inviting e-tender for selection of bidder for design, build, construct, install, commissioning and transfer of Municipal Wet Waste processing facility based on Windrow Composting Technology/Bio-methanation Technology, setting up Semi Automatic Material Recovery Facility for Dry Waste, construction of Sanitary Landfill (as required size) along with operation & maintenance for 10 years (Renewable) under Swachh Bharat Mission for Berhampur Municipality in West Bengal.**

NIT No : .....

The Director, for and on behalf of the State Urban Development Agency (SUDA), Urban Development and Municipal Affairs Department, Government of West Bengal invites tipping rates from reputed and bonafide Suppliers/ Manufacturers/ Agencies having experience and acumen in such work as noted below in the eligibility as depicted hereunder for design, build, construct, install, commissioning and transfer of Municipal Wet Waste processing facility based on Windrow Composting Technology/Bio-methanation Technology, setting up Semi-Automatic Material Recovery Facility for Dry Waste, construction of Sanitary Landfill (as required size) along with operation & maintenance for 10 years (Renewable) under Swachh Bharat Mission for Berhampur Municipality in West Bengal.

Description of Work	Earnest Money Deposit (in Rs.)	Performance Security (in Rs.)	Contract Duration
Design, build, construct, install, commissioning and transfer of 57 TPD capacity of Municipal Wet Waste processing facility based on Windrow Composting Technology/Bio-methanation Technology, setting up Semi Automatic Material Recovery Facility of 46 TPD capacity for Dry Waste, construction of Sanitary Landfill (as required size) along with operation	8,24,000.00 (Eight lakh twenty four thousand only)	41,20,000.00 (Forty one lakh twenty thousand only)	10 Years O&M after commissioning of MSW Processing Plant

& maintenance for 10 years (Renewable) under Swachh Bharat Mission for Berhampur Municipality in West Bengal.			
---	--	--	--

Interested bidders may download the complete Request for Proposal, from e-tender portal i.e. <http://wbtenders.gov.in>. No liability will be accepted for downloading the incomplete document.

Tender Schedule as follows:

Sl. No.	Particulars	Date and Time
A.	Date of uploading of Bid Document and Tender Documents (Online Publishing Date)	22.07.2020 at 2:00 pm
B.	Documents download start date (Online)	22.07.2020 at 3:00 pm
C.	Documents download end date (Online)	14.08.2020 at 5:00 pm
D.	Date and time of bid queries submission	Queries of bidders, if any are to be submitted through mail to the State Urban Development Agency at <a href="mailto:wbsudadir@gmail.com">wbsudadir@gmail.com</a> & <a href="mailto:sbm.wbsuda@gmail.com">sbm.wbsuda@gmail.com</a> within 05 <sup>th</sup> August, 2020.
E.	Bid submission starting	22.07.2020 at 4:00 pm
F.	Bid Submission closing (Bid Due Date)	14.08.2020 at 6:00 pm
G.	Bid opening date for Technical Proposals	17.08.2020 at 11:30 am
H.	Date of communicating list for Technically Qualified Bidders	To be notified
I.	Date of Opening of Financial Proposal	To be notified
J.	Date of issuance of Work Order / Signing of Agreement	To be notified

The Director, SUDA reserves the right to accept or reject any or all proposals without assigning any reason thereof.

\_\_\_\_\_  
Director, SUDA

## **Section 1 – Letter of invitation**

Ref: Invitation No.

Date:

The Director, SUDA.  
Govt of West Bengal.

To  
[Insert: Name and Address of Agency].....

.....  
.....

Attention: Mr. /Ms.:

1. The Director, SUDA invites proposals to provide the services for installation, commissioning and O&M of processing plant for Municipal Solid Waste. The collection and transportation of MSW up-to processing plant shall be done by the ULB.
2. The lowest bidder will be selected under LCS basis and procedures described in this RFP, in accordance with the policies of the Govt. of West Bengal.
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Bidders(including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Contract Document
4. Please note that, if your firm (or any associate firm or Joint Venture Partner or Co- Applicant or Individual nominated in any submitted Technical Proposal for this project) has been previously engaged to prepare the terms of reference (TOR) for this assignment, or any part thereof, your firm (and/or any associate firm or Joint Venture Partner or Co-Applicant or Individual so engaged) shall be disqualified from participation in this assignment.

Yours sincerely,

Director, SUDA

## SECTION 2- INSTRUCTIONS TO BIDDERS

1. Introduction	<p>1.1 SUDA will select one or more agencies /firms in accordance with the method of selection specified in the data sheet.</p> <p>1.2 Eligible agencies /firms are invited to submit a technical proposal and a financial proposal as specified in the data sheet, for consulting services required for the assignment named in the data sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.</p> <p>1.3 The client will provide at no cost to the bidder the inputs and facilities specified in the data sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.4 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.</p> <p>1.5 SUDA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the bidders.</p>
Conflict of Interest	<p>1.6.1 Conflict of interest will be deemed occurring where (i) supply of goods and services whose ToR/specifications were prepared by bidder themselves (valid for both individual and organization); (ii) continuation of previous assignment wherein ToR / specifications have not been prepared by the agency; (iii) conflicting assignments like monitoring and evaluation (iv) related assignments and (v) agency's (individual/organization) have a business or family relation with client staff member directly or indirectly involved in preparation of ToR/recruitment/supervision.</p> <p>1.6.2 In case of situation, where conflict of interest is arising, the shortlisted bidder has to take permission from the Employer.</p> <p>1.6.3 Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its contract.</p>
Anti-corruption	<p>1.7 The bidders will observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this the Employer will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;</p>
Only one Proposal	<p>1.8 If a bidder (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of an Associate, including individual experts, in more than one proposal.</p>

<p>Proposal Validity</p>	<p>1.9 The data sheet indicates how long bidders' proposals must remain valid after the submission date. During this period, bidders shall maintain the availability of manpower and assets committed in the proposal. The client will make its best effort to complete negotiations within this period. Should the need arise; however, the client may request bidders to extend the validity period of their proposals. Bidders who do not agree have the right to refuse to extend the validity of their proposals.</p>
<p>2. Clarification of RFP Documents</p>	<p>2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the data sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the client's address indicated in the data sheet. The client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to the bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para: 2.2.</p>
<p>Amendment of RFP Documents</p>	<p>2.2 At any time before the submission of proposals, the client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be given in website. To give bidders reasonable time in which to take an amendment into account in their proposals the client may, if the amendment is substantial, extend the deadline for the submission of proposals.</p>
<p>Client Clarification of Proposals</p>	<p>2.3 It is understood that from time the proposals are received by the client to the time that the contract is awarded, the client shall not request the bidder to provide any additional document which will enable the disqualified bidder to be qualified for the bid. However, the client may seek clarification from any or all bidders about the information provided by the bidder in his/their technical or financial proposal(s).</p>
<p>3. Preparation of Proposals</p>	<p>3.1 The proposal as well as all related correspondence exchanged by the bidders and the client shall be written in the English language.</p> <p>3.2 In preparing their proposal, bidders are expected to examine in detail the documents comprising the RFP. Bidders should enclose all necessary documentary proof indicated in the data sheet which are required to meet minimum eligibility criteria. Bidders whose proposals do not respond to the requirements of the documents comprising the RFP will be disqualified and the price proposal of such disqualified bidders will be unopened.</p> <p>3.3 While preparing the financial proposal, the bidder should take in to</p>

	<p>consideration all the scope of work as mentioned in the RfP documents.</p>
<p>Association Arrangements and Joint Ventures</p>	<p>3.4 While preparing the technical proposal, bidders must give particular attention to the following:</p> <p>For the purpose of submitting a proposal and subject to para 1.3 above, a shortlisted bidder may enhance its expertise for the assignment either by:</p> <p>(a) associating with number of firms indicated in the data sheet in which case, the bidder firm shall be the Lead Firm and shall be solely liable under the contract, or</p> <p>(b) Forming a Joint Venture with number of other firms indicated in the data sheet, in which case the bidder and the partners of the Joint Venture shall be jointly and severally liable under the contract.</p> <p>In the event that the bidder forms an association or a Joint Venture as described above, the bidder shall submit a copy of the letter of association or the Joint Venture Agreement, as the case may be, with its technical proposal. In the case of a Joint Venture, the bidder shall also submit a power of attorney (executed by all partners) that authorizes the designated lead or managing partner of the Joint Venture to act for and in behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any letter(s) of association, Joint Venture agreement, and Joint Venture power of attorney referred to herein, shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the technical proposal of such agency.</p>
<p>Full-time Employees</p>	<p>3.5 A regular full-time employee of the Bidder or the Associates is defined as a person who, on the date of submission of the bidder's proposal:</p> <p>(a) is currently employed under a contract or agreement of employment with the Bidder or Associates;</p> <p>(b) has been employed by the Bidder or the Associates for the last 12 consecutive months preceding the date of submission of the proposal;</p> <p>(c) is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Agency.</p> <p>(d) is engaged to work for the Bidder or the Associates for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.</p>
<p>Technical Proposal</p>	<p>3.6 Depending on the nature of the assignment, bidders are required to submit a full technical proposal (FTP), a simplified technical proposal</p>

Format and Content	(STP), or a bio-data technical proposal (BTP). The data sheet indicates the format of the technical proposal to be submitted. Submission of the wrong type of technical proposal will result in the proposal being deemed non-responsive. The technical proposal shall provide the information in the attached standard forms (Section 3).
4. Submission of Proposal	4.1 The complete proposal should be submitted through online e-tendering process.
5. Eligibility to participate in the Bid	<p>Proposal may be submitted by interested bidders as a single entity or a group of entities (“Bidding Consortium/JV”). In case of Consortium/JV, the maximum numbers of entities is limited to 2 (two) including the Lead Member.</p> <p>For eligibility, the bidder shall have at least:</p> <p>5.1 The Entity / Bidder must be a company as specified in Companies Act, 1956/2013 OR a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 OR a Company incorporated under equivalent law abroad OR a Society registered under The Societies Registration Act, 1860 OR a Proprietorship Firm OR a Partnership Firm registered under relevant laws of India. The time period elapsed from commencement of business should be at least 05 (five) years as on 1st April 2020. In case of a consortium/JV the number of years from commencement will have to be met by the Lead Bidder.</p> <p>5.2</p> <ul style="list-style-type: none"> <li>i) Intending bidders should produce credentials of a same or similar nature (any type of SWM related works)of completed work(Completion of Processing Plant only)with Central &amp; State Govt./PSU/ULB of the minimum value of Rs. 1.65 crore or minimum 1 number of Processing Plant with a capacity of at least 42 TPD having combination of Compost, RDF, MRF and Bio-methanation; or,</li> <li>ii) Intending bidders should produce credentials of 2(two) same or similar nature (any type of SWM related works) of completed work (Completion of Processing Plant only)with Central &amp; State Govt./PSU/ULB, of the minimum value of Rs. 1.24 crore or minimum 2numbers of Processing Plant with a capacity of at least 31 TPD having combination of Compost, RDF, MRF and Bio-methanation; or,</li> <li>iii) Intending bidders should produce credentials of one single running work of same or similar nature(any type of SWM related works) with Central &amp; State Govt./PSU/ULB which has been completed to the extent of 80% or more and value or capacity ofwhich is not less than the desired value or capacity at(i) above.</li> </ul> <p>In case of running works, only those tenders who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender.</p>

	<p>In the required certificate it should be clearly stated that the work is in progress is satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tender.</p> <p>5.3 Bidder must have valid Trade License, PAN, and GST.Certificate of NSIC/ Excise Registration Certificate is accepted in lieu of Trade License. EPF and ESI certificate should also be submitted along with the proposal.</p> <p>5.4 Bidder having sufficient qualified technical personnel with sound knowledge and experience in their relative fields.</p> <p>5.5 The prospective bidders should not have been Black Listed from any Government Organization/ Statutory Body etc. during the last 3 (Three) years. (A self-declaration in this respect has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non- responsive).</p> <p>5.6 The Bidder shall furnish the Article of Association and Memorandum, if applicable.</p> <p>5.7 Average annual turnover of the bidder (Refer Form TECH-1B) over the last three financial years (2016-17, 2017-18 and 2018- 19) should beat least <b>Rs. 2.06 crore</b>.In case, the applicant is a Consortium/JV, the required turnover criteria is to be fulfilled jointly, provided 55% of the criteria is fulfilled by the Lead Member. [<i>Turnover shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of chartered Accountants of India (ICAI)</i>].</p> <p>5.8 Bidder must have a Functional Service Centre in theState. If service center is notalready there at the time of bidding,successful bidder shall have to establish one within 60 days of award of contract.Payment shall be released only after submission of documentary evidence of havingFunctional Service Centre.</p>
<p>6. Bid Evaluation</p>	<p>6.1 Detailed Bid Evaluation Criteria is given in the section-2, Sl. No. 7. The minimum qualifying technical score is 75. Financial proposal of only those bidders will be opened who scores 75 or more marks in the Technical Evaluation.</p> <p>Method of selection will be Least Cost Selection (LCS) Method. The client will select the bidder with the lowest evaluated total price among those bidders who achieve the minimum Technical Score.</p>



7. Bid Evaluation Criteria	Sl No	Parameter	Maximum Marks allotted
	<b>1</b>	<b>Firm's General Experience and Experience in similar Assignments</b>	<b>60</b>
	1a	Number of Years of Experience i. More than 5 years to 8 years: 05 marks ii. More than 8 years: 10 marks	10
	1b	Sub Criteria - "Completed / Ongoing (minimum 80% completed) work experience in Installation, Commissioning and Operation & Maintenance of MSW through machinery for minimum of 18 TPD in Windrow composting method/Biomethanation method" i. 7.5 marks per project with maximum marks allotted is 15	15
	1c	Sub Criteria - "Completed / Ongoing (minimum 80% completed) work experience in Installation, Commissioning and Operation & Maintenance of MSW through machinery for minimum of 14 TPD in MRF" i. 7.5 mark per project with maximum marks allotted is 15	15
	1d	Sub Criteria - "Completed / Ongoing (minimum 80% completed) work experience in construction of Sanitary Landfill" i. 1 number of project - 5 marks ii. 2 number of projects or more - 10 marks	10
	1e	Sub Criteria - "Value of same or similar type (any type of SWM related works) of projects executed more than 1.24 crore" iii. 1 number of project - 5 marks iv. 2 number of projects or more - 10 marks	10
	<b>2</b>	<b>Financial Capacity of the Firm</b>	<b>10</b>
		Average Annual Turn Over of the Firm for the last 3 Financial Years (2016-17, 2017-18 & 2018-19) : i. UptoRs. 230 lakh: 05 marks ii. More than Rs. 230 lakh: 10 marks	10
	<b>3</b>	<b>Approach and Methodology</b>	<b>25</b>
		a. Understanding of the Scope of Work b. Site appreciation c. Proposed methodology of bidder for undertaking the assignment i. Work Plan ii. Manning Schedule iii. Comments on TOR d. Power Point Presentation on Technical Approach and Methodology. Date for the presentation will be informed in due course.	25
	<b>4</b>	<b>Local Presence</b>	<b>05</b>
		i. Presence of office in Kolkata / West Bengal - 05 marks (in case of Consortium/JV, this is applicable for Lead Member)	05
	<b>TOTAL</b>		<b>100</b>

8.Performance Security	8.1 The selected bidder shall submit performance security of Rs.41,20,000.00 (Forty one lakh twenty thousand only) to the client within 15 days, in the form of Bank Guarantee valid for 12 months from the date of issue of letter of acceptance cum work order.
9. Duration of Contract	9.1 The duration of contract for performing the services shall be as indicated in Data Sheet.
10. Earnest Money Deposit	<p>10.1 Rs.8,24,000.00 (Eight lakh twenty four thousand only)as an initial Earnest Money Deposit shall be paid through online mode of payment (payment link will be available in the website).</p> <p>This amount will be converted to security deposit for the successful bidder.</p> <p>The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 10% will be deducted towards Security Deposit from each monthly invoice. Such deducted total amount will be refunded after 12 months on completion of each year.</p> <p><b>Note :</b>  <b>If any bidder is exempted from payment of EMD, scanned copy of original EMD exemption document needs to be uploaded, at the time of on-line submission and also submitted when called for.</b></p>

## **Section 2: Data Sheet to Instruction to Bidders**

Paragraph Reference	Description
1.1	Name of the Client:The Director, SUDA. Method of selection :Least Cost Selection (LCS) Method.
1.2	Financial Proposal to be submitted together with technical proposal: Yes The overall scope of work is as specified in the Terms of Reference.
1.3	The client will provide to the agency/firm encroachment free land for construction, installation & commissioning of waste processing plant, sanitary landfill,office building, boundary wall (if required), weigh bridge etc.
1.9	Proposals must remain valid for 270 days from the date of opening of the Financial part of the Bid.
2.1	Clarifications may be requested not later than 15 days before the submission date. The address for requesting clarifications is: The Superintending Engineer, SUDA(Tel: 9836650784); Queries of bidders, if any are to be submitted through mail to the State Urban Development Agency at <a href="mailto:wbsudadir@gmail.com">wbsudadir@gmail.com</a> & <a href="mailto:sbm.wbsuda@gmail.com">sbm.wbsuda@gmail.com</a> within 05 <sup>th</sup> August, 2020.
3.2	The bidder is also advised to visit the site/disposal ground and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for processing of Municipal Solid Waste. The costs of visiting the processing site and the municipal area shall be at the bidder's own expenses. The bidders must familiarizethemselves with local conditions and to take them into account in preparing their proposals.

	<p>For Technical Bid, the Bidder has to upload the following statutory and non-statutory documents in <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> :</p> <ul style="list-style-type: none"> <li>(i) This RFP document, with all pages signed by the Authorized Signatory.</li> <li>(ii) Payment Receipt of EMD (if applicable).</li> <li>(iii) Registration of firm/company (both lead partner &amp; JV partner in case of Consortium/Joint Venture) with the state government / Govt. of India under the relevant Act.</li> <li>(iv) Certificate of Incorporation/ Registered Partnership Deed/Equivalent Documents (both lead partner &amp; JV partner in case of Consortium/Joint Venture).</li> <li>(v) Copy of work orders &amp; completion certificates (in case of completed projects) or certificate of satisfactory running work (in case of on-going project) in favour of bidder (both lead partner &amp; JV partner in case of Consortium / Joint Venture).</li> <li>(vi) Valid scanned copy of Trade License, PAN, GST, EPF and ESI certificate. Certificate of NSIC/ Excise Registration Certificate is accepted in lieu of Trade License.</li> <li>(vii) A self declared Black Listed certificate.</li> <li>(viii) The Article of Association and Memorandum, if applicable (both lead partner &amp; JV partner in case of Consortium / Joint Venture).</li> <li>(ix) Audited financial statement (Balance Sheet and Profit &amp; Loss Statement) of the firm/company (both lead partner &amp; JV partner in case of Consortium/Joint Venture) for the last 3 years (2016-17, 2017-18 &amp; 2018-19).</li> <li>(x) Income Tax Return Certificate for the last 3 years (both lead partner &amp; JV partner in case of Consortium/Joint Venture).</li> <li>(xi) Power of Attorney for the authorized person to sign the bid/proposal.</li> <li>(xii) Form of Consortium or Joint Venture agreement in case of Consortium/ Joint Venture.</li> <li>(xiii) Section 3: Technical Proposal - Standard Forms.</li> <li>(xiv) Section 4 - Financial Proposal - Standard Forms.</li> <li>(xv) Any other document to fulfil the eligibility criteria mentioned in Section-2 of this RFP.</li> </ul>
3.3	<p>As per available data the quantity of waste collected &amp; provided by the ULB is 103 TPD for MSW Processing Plant.</p> <p>“Design, build, construct, install, commissioning and transfer of 57 TPD capacity of Municipal Wet Waste processing facility based on Windrow Composting Technology/Biomethanation Technology, setting up Semi Automatic Material Recovery Facility of 46 TPD capacity for Dry Waste, construction of Sanitary Landfill (as required size) along with operation &amp; maintenance for 10 years (Renewable) under Swachh Bharat Mission for Berhampur Municipality in West Bengal”.</p>
3.4	<p>Proposal may be submitted by interested bidders as a single entity or a group of entities (“Bidding Consortium/JV”). In case of Consortium/JV, the maximum numbers of entities is limited to 2 (two) including the Lead Member.</p>
3.6	<p>The format of the technical proposal to be submitted is:</p>

	<p>Simplified Technical Proposal (STP) Following:          Technical Proposal Submission Form:          TECH-1A:Qualification Application          TECH-1B: Financial Statement          TECH-1C: Structure &amp; organization          TECH-1D: Statement of any Indictment          TECH-1E:Firm's Experience          TECH-1F: Key Technical and Managerial staff          TECH-2: Methodology for proposed operation &amp; maintenance          TECH-3: Format for power of attorney for signing of proposal          TECH-4: Format for power of attorney for lead member of consortium/joint venture</p>
9.1	<p>The concessionaire shall complete the work of construction, installation &amp; commissioning of waste processing plant, sanitary landfill, office building, boundary wall (if required), weighbridge and other ancillary work within 270 days from the date of issue of letter of acceptance cum work order.          The concessionaire shall operate and maintain the processing plant for minimum 10 years (Renewable based on satisfactory performance) after its commissioning.</p>

## SECTION 3: Technical Proposal - Standard Forms

### Form TECH-1A: Qualification Application

*(To be written on the letterhead of the Applicant)*

[Location,Date]

To:

The Director, SUDA

Dear Sir/Madam:

I/ We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

We are submitting our Proposal in association with/as a Joint Venture: *[Insert a list with full name and address of each joint venture partner or Co-applicant]*. Attached is the following documentation: *[letter(s) of association or Joint Venture Agreement and Joint Venture power of attorney for lead or managing Partner]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed methodology and personnel. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the notice to proceed.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address:

## Form TECH-1B: Financial Statement

1. Name of Applying Agency:

2. Summary of turnover generated on the basis of the audited financial statement of the last 03 (three) financial years.

	2016-17 (Rs. In Lakh)	2017-18 (Rs. In Lakh)	2018-19 (Rs. In Lakh)
Annual Turnover			

Average Annual Turnover is XXXX (Rs in Lakh)

Signed by a Practicing Chartered Accountant

Name: Membership No.:

Name of the Firm with  
Seal

Date \_\_\_\_\_

Note: This form is required to be certified by a practicing Chartered Accountant

## Form TECH-1C: Structure & organization

### A. Details about the Bidder (single entity / lead agency in case of consortium/JV):

1. Name of applying agency / lead agency:

2. Registered Office Address:

Telephone No.:

Fax No. :

E mail#:

Website:

3. Kolkata Office Address (if any):

Telephone No.:

Fax No. :

E mail#:

Website:

4. Name of the Contact Person for this assignment:

Designation:

Address:

Telephone No. :

Cellphone No.:

E mail:

Fax No. :

Signature of applicant  
including title and capacity in  
which application is made.

# Bidders must ensure that the Email id provided in the Registered Office Address is same with which they have registered on the e-procurement portal (<http://wbenders.gov.in>).

### B. Details about the Consortium/JV Partner:

1. Name of Consortium partner:

2. Registered Office Address:

Telephone No.:

Fax No. :

E mail#:

Website:

3. Kolkata Office Address (if any):

Telephone No.:

Fax No. :

E mail#:

Website:

4. Name of the Contact Person for this assignment:

Designation:  
Address:  
Telephone No. :  
Cellphone No.:  
E mail:  
Fax No. :

Signature of applicant  
including title and capacity in  
which application is made.

### **Form TECH-1D: Statement of any Indictment**

*(By any Income Tax, Sales Tax, Customs and Excise Authorities and other Regulatory Authorities) (To be forwarded on the letterhead of the interested entity submitting the Proposal)*

Date:

To,  
The Director,  
State Urban Development Agency (SUDA),  
ILGUS Bhawan, HC Block, Sector III,  
Salt Lake City, Kolkata - 700106,  
West Bengal, India

Sir,

We solemnly declare that there has been no conviction by a court of law or indictment or adverse order or investigation or charge sheet by an agency of the Government, any income tax, sales tax, customs, excise authorities and other regulatory authorities including but not limited to Reserve Bank of India (RBI) and Securities Exchange Board of India (SEBI) against us or our Promoter Group.

We have not been declared ineligible by the Government of India or any State / UT / Local Government for corrupt and fraudulent practices or blacklisted by them.

Yours faithfully,

Signature(s) of Applicant(s)  
Seal of applicant Name:

Designation:



## Form TECH-1E :Firm's Experience

*[Using the format below, provide information on each assignment for which your firm, and each joint venture partner or Co-applicant for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture or Co-applicant, for carrying out services similar to the ones requested under this assignment. Fill up separate sheet for each project]*

1.	Name of Project & town	
2.	Name, Address & contact numbers of Client	
3.	Name of Entity undertaken the Project	
4.	Scope of work	
5.	Project Cost	
6.	Waste Handling Capacity / Project size/ Population	
7.	Bidder's role in the project	
8.	Contract Period	
9.	Completed or On going	
10.	Details of the assistance / equipment provided by the ULB	
11.	Date of award/ Date of start	
12.	Delays in commissioning, if any with their reason	
13.	No. of months of Operation & Maintenance	
14.	Has the project stopped / failed after commissioning, if yes, provide reason	
15.	Litigations with the client, if any	
16.	Details of the Technical and Managerial staff engaged	
17.	% Equity shareholding in the project	
18.	Status of project	
19.	Remarks / Other Details	

Date:

Place:

Rubber Seal of the Bidder /

(Signature of the Authorized Signatory)

Lead Member of the Consortium / JV

(Name and designation)

In the capacity of \_\_\_\_\_ (position) duly authorized to sign this Proposal for and behalf of \_\_\_\_\_ (name of Sole Bidder / Lead Member of the Consortium / JV)

\_\_\_\_\_ (Address)



## Form TECH-2: Methodology for proposed operation & maintenance

(To be attached with Firm's proposed Approach & Methodology)

The Implementation Plan shall comprise:

1. Proposed Strategy
  - a. Proposed plan for communicating with the Client staff.
  - b. Service Provider shall be required to submit a chart setting out the process flow for the activities envisaged.
2. Infrastructure (tools, equipment and vehicles) required for execution of the Project.  
(Please refer the indicative requirements mentioned in the ToR)

Sl.No	Equipment / Machinery				Number
Sl. No.	Vehicle Type	Owned No	Leased No	Total No	Capacity in terms of Volume

### 3. Processing Technology:

- a. Method of Windrow Composting/Biomethanation: Describe the process, list of plant & machinery, power requirement, likely % of product, likely power generation, likely quantity of RDF & likely % of rejects etc.
  - b. Method of Material Recovery Facility: Describe the process, list of plant & machinery, power requirement, likely % of product, likely power generation, likely quantity of RDF & likely % of rejects etc.
4. Construction and Monitoring mechanism proposed for Sanitary Landfill.

### 5. Manpower Proposed to be deployed:

Sl No	Staff Aspect	Details
	Total number of people to be deployed*	
	Type of Staffs	
	Operational Staff*	
	Supervisory Staff*	
	Any other	

\* Describing role & activities to be performed by each staff

5. Monitoring mechanism proposed.
6. Mechanism for addressing any emergency situation.

**Form TECH-3: Format for power of attorney for signing of proposal**

*(On Stamp paper of relevant value)*

POWER OF ATTORNEY

Know all men by these presents, We ..... *(name and address of the registered office)* do hereby constitute, appoint and authorize Mr/Ms..... *(name and residential address)* who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our for taking upon the Project of ..... *(title of the project)* in area of ULB, (hereinafter referred to as specific ULB), including signing and submission of all documents and providing information/responses to BNP in all matters in connection with our Proposal.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of 2020

For \_\_\_\_\_

(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

\_\_\_\_\_ Signature.  
(Name, Title and Address of the Attorney)

Date:.....

Note:

Note:

- 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
- In case the proposal is signed by an authorized Director, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Form TECH-4: Format for power of attorney for lead member of consortium/joint venture**

*(On Stamp paper of relevant value)*

**POWER OF ATTORNEY**

Whereas----- *(Name of the employer)* has invited tenders from interested parties for ----- *(title of the project)* as per SWM Rules 2016 within Municipal limits of *(name of town)*”.

Whereas, the members of the Consortium/JV are interested in bidding for the project and implementing the project in accordance with the terms and conditions of the tender (Tender Document), and other connected documents in respect of the project, and Whereas, it is necessary under the tender document for the members of the Consortium/JV to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium/JV, all acts, deeds and things as may be necessary in connection with the Consortium’s/JV’s bid for the project or in the alternative to appoint one of them as the Lead Member, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium/JV, as may be necessary in connection the Consortium’s/JV’s bid for the project

Now this power of attorney witnesses that;

We, M/s. -----,

M/s----- M/s----- (the respective names and addresses of the registered office) do hereby designate M/s ----- being one of the members of the Consortium/JV, as the Lead Member of the Consortium/JV, to do on behalf of the Consortium/JV, all or any of the acts, deeds or things necessary or incidental to the Consortium’s/JV’s bid for the project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium/JV in all its dealings with BNP, any other Government Agency or any person, in connection with the project until culmination of the process of bidding and thereafter till the end of the contract period.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member/Lead Technical Member and the Lead Financial Member our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium/JV.

Dated this ..... Day of .....*(month)*..... *(year)*

.....

(Executants)

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

*Note: 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.*

Financial proposal standard forms shall be used for the preparation of the financial proposal according to the instructions provided under para. 3.3 of Section-2. Forms FIN-1 and FIN-2 are to be used whatever is the selection method indicated in para 1.1 of Section-2.

All the terms of the tender document are applicable.

### **Form FIN-1: Financial Proposal Submission Form**

[Location, Date]

To:

The Director, SUDA

Dear Sir/Madam,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the "Selection of bidder for design, build, construct, install, commissioning and transfer of 57 TPD capacity of Municipal Wet Waste processing facility based on Windrow Composting Technology/Biomethanation Technology, setting up Semi Automatic Material Recovery Facility of 46 TPD capacity for Dry Waste, construction of Sanitary Landfill (as required size) along with operation & maintenance for 10 years (Renewable) under Swachh Bharat Mission for Berhampur Municipality in West Bengal".

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, i.e. before the date indicated in Clause Reference 1.9 of the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this proposal.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]

: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## Form FIN-2: Bill of Quantities (BOQ)

(THIS IS TO BE SUBMITTED AS PER FORMAT PROVIDED ONLINE ONLY)

Sl. No.	Item	Quantity (in Ton)	Quoted Rate(inclusive of all taxes & duties except GST) in Rs.	GST in Rs.	Total Quoted Rate (inclusive of all taxes & duties and GST) in Rs.
1.	Design, build, construct, install, commissioning and transfer of 57 TPD capacity of Municipal Wet Waste processing facility based on Windrow Composting Technology / Bio-methanation Technology, setting up Semi Automatic Material Recovery Facility of 46 TPD capacity for Dry Waste, construction of Sanitary Landfill (as required size) along with operation & maintenance for 10 years in terms of tipping fee.	01			

## **Section 5: Terms of Reference (ToR)**

### **1. Brief Description of Task:**

SUDA, UD&MA Department, Govt. of West Bengal wishes to engage private operators for processing of Municipal Solid Waste (wet waste & dry waste) and disposal of end products as per Solid Waste Management Rules 2016 and best Engineering practices within Municipality/ Municipal Corporation limits. It will be constructed & developed subsequently after acquiring suitable land. The income derived from sale of compost/bio gas, RDF, Power, recyclable material etc. shall be of the agency. The agency will be responsible for providing services under the scope of work.

### **2. Background:**

#### **2.1 Introduction:**

Solid Waste Management is one of the most essential services for maintaining the quality of life in the urban areas and for ensuring better standards of health and sanitation. Municipalities have overall responsibility for solid waste management (SWM) in their cities. However, most of them are currently unable to fulfill their duty to ensure environmentally sound and sustainable ways of dealing with waste generation, collection, transport, treatment and disposal. The failure of SWM can result in serious health problems and environmental degradation. In most of the cases, the waste is collected and disposed of in uncontrolled dumpsites or burned openly. This practice further aggravates environment through impacts on water and air. The problem of SWM in India, when combined with rapid urbanization and unplanned development, is expected to be of such magnitude that significant reasons exist to initiate immediate action for improvements.

#### **2.2 Objective:**

The overall objective of this project is to create an efficient and effective solid waste management system in municipality / municipal Corporation. The sub objectives are as follows:

1. To comply with Solid Waste Management Rules, 2016 and applicable laws, rules, guidelines in India and best Engineering practices through Public Private Participation.
2. To improve the existing standards of public health and environmental quality by establishing technically suitable MSW processing plant for conversion of MSW to useful products- Compost /Bio gas/ Energy / RDF Incl. Recycling of recoverable material and safe disposal of residue in inert waste as generated during waste processing at the earmarked position to be shown.
3. Improve productivity of manpower, materials and equipment and promote economic operations of services.
4. Promote and protect the quality and sustainability of overall urban environment in the service area.

### **3. Scope of Work:**

SUDA is desirous of implementing an 'Integrated Municipal Solid Waste Management Project' covering various components of waste. So part of the services (Processing of



Waste) are being contracted in this contract.

## **I. Scope of the Bidder :**

### **A. For Windrow Composting Facility/Biomethanation Facility**

The selected bidder/agency would be required to take up following components under this contract assignment at their cost:

- a. Design, Build, Install, Commissioning and Transfer of 57 TPD capacity of Municipal Wet Waste Processing facility based on Windrow Composting Technology/Bio-methanation Technology with pre-sorting facility during the contract period and O&M for 10 years (Renewable based on effective performance). The technology proposed is Windrow Composting/ Bio-methanation only.
- b. Preparation of design, drawing and specifications of required civil works and plant & machinery of capacity for processing of waste likely to generate till next 10 years.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of TIA/representative. The amount needed for vetting to be borne by the concerned agency.
- d. All sites should be visited before quoting of the rates at the expenses of agency.
- e. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- f. All types of clearance and NOC required for Installation / Commissioning and Operating have to be taken from appropriate authorities beforehand. SUDA/ULB/ Corporations will only provide necessary support for acquiring such clearance/NOC.
- g. Installation of plant & machinery for waste processing.
- h. The bidder shall also set up a leachate treatment facility in accordance of applicable rules and regulations.
- i. The bidder will minimize mal odour generation, prevent off-site migration of gaseous emissions. Ambient air quality at the site and in the vicinity shall be monitored to meet the specified standards as per CPCB and SPCB rules and regulations.
- j. The processing plant shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best Engineering practice.
- k. Electricity, water etc. utility expenses/ charges will be borne by the bidder.

### **B. For Material Recovery Facility**

The selected bidder/agency would be required to take up following components under this contract assignment at their cost:

- a. Design, Build, Install and Setting up Semi Automatic Material Recovery Facility of 46 TPD capacity with operation & maintenance for 10 years (Renewable based on effective performance) for Municipal Solid Waste.
- b. Preparation of design, drawing and specifications of required civil works and plant & machinery of capacity for processing of waste likely to generate till next 10 years.

- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of TIA/representative. The amount needed for vetting to be borne by the concerned agency.
- d. All sites should be visited before quoting of the rates at the expenses of agency.
- e. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- f. All types of clearance and NOC required for Installation/ Commissioning and Operating have to be taken from appropriate authorities beforehand. SUDA/ULB/ Corporations will only provide necessary support for acquiring such clearance/NOC.
- g. Set up and operate the material recovery facility in the city.
- h. Dispose the recyclables recovered at the MRF facility as per the SWM Rules 2016 and other applicable environmental laws.
- i. Electricity, water etc. utility expenses/ charges will be borne by the bidder.

### **C. For Sanitary Landfill Facility**

The selected bidder/agency would be required to take up following components under this contract assignment at their cost:

- a. Design, drawing, construct & build Sanitary Landfill at the designated location.
- b. Preparation of design, drawing and specifications of required civil works for the disposal of inert/end product likely to generate from processing plants for a minimum period of 20 years as per SWM rule 2016.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of TIA or his/her authorized representative. The amount needed for vetting to be borne by the concerned agency.
- d. The inert materials should be collected from all the processing plants.
- e. The site for the SLF should be visited before quoting of the rates at the expenses of agency.
- f. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- g. All types of clearance and NOC required for Setting up of SLF should have to be taken from appropriate authorities beforehand. SUDA/ULB/ Corporations will only provide necessary support for acquiring such clearance/NOC.
- h. The Sanitary Landfill shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best engineering practice.
- i. Electricity, water etc. utility expenses/ charges will be borne by the bidder.
- j. To Operate and Maintain the Sanitary Landfill Facility as per the Schedule I of Solid Waste Management Rules, 2016 and also follow all technical specifications as per CPHEEO 2016 SWM Manual Published by Ministry of Environment, Forests and Climate Change (MOEF&CC).
- k. The contractor is responsible for making arrangement for daily soil cover as specified in the Schedule I of Solid Waste Management Rules, 2016

## **II. Scope of the Municipality/Municipal Corporation :**

- a. Provide land of suitable size for setting up the plants and construction of Sanitary Landfill to the agency.
- b. Provide assistance to the agency towards getting any types of clearance/ NOC or electric / water connections etc.
- c. Conduct capacity building workshops and through IE&C spread the awareness for waste segregation at source.

## **III. Sale of Recyclables, Products or Bye-products :**

- a. The concessionaire will process the waste using appropriate technology such that the waste after processing is reduced to less than 10% of the total waste.
- b. The concessionaire shall segregate all reusable & recyclable material including debris and construction material and shall dispose off them as per the provisions made in SWM Rules, 2016.
- c. The concessionaire shall also assess the market and provide details for comprehension of the marketing plans for all bye-products. The concessionaire shall make all efforts to sell 100% of such products & bye-products every day so that the reusable & recyclable by-products are not required to be stored at the site more than three days of generation of the bye-products.

## **IV. Record keeping and Reporting :**

- a. The concessionaire on behalf of client will keep the weigh bridge record of entry of waste received and exit of waste/inert materials after processing on daily basis. The ULB authority is authorized to inspect/audit the accounts.
- b. The concessionaire shall maintain and submit electronic reports of the above records, using software and formats approved by the ULB, on a monthly basis. All records shall be available to ULB at reasonable times and places throughout the term of any contract resulting from this RFP and for a period of ten (10) years.

The concessionaire shall not use the land of waste processing site for any commercial purpose or for any other purpose other than that for processing of waste.

Green Belt should be maintained in accordance with O&M Plan and Operations Protocol.

## **V. Routine Maintenance Standards:**

In order to ensure smooth and uninterrupted operations, routine maintenance of the waste processing facilities shall include but not be limited to:

- a. Prompt repairs of the storage and waste drying places, Leachate collection drainage and treatment system, electrical items, drains, vehicular passages, sieving machineries, lighting and fencing;
- b. Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the waste

- processing facility.
- c. Maintaining the shape, scope, full cross-section of the storm water drainage system and Leachate collection and drainage system; maintain stock spare parts for themachinery.
  - d. Keeping the waste processing facility in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the facility or any other property on or near thesite.
  - e. Undertaking maintenance works in accordance with the O&M Plan and OperationsProtocol.
  - f. The rejects from the processing should not be more than 10% of the total waste. The rejects shall be carried and disposed to the designated landfill site.
  - g. Preventing, with the assistance of law enforcement agencies, where necessary, any unauthorized entry to and exit from and any encroachments including any encroachments on thesite.
  - h. Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the site. Explosives, if any, shall be stored, transportedanddisposedofbytheConcessionaireinaccordancewithApplicable Laws/Permits.
  - i. For discharge of waste water and foul gasses, emission standards to be followed strictly as per prevailing PCB,CPCB,CPHEEO or any Govt. norms.
  - j. Monitoring system for air quality standard at the point of outlet should be maintained round the clock and the report should be made available as and when required by SUDA/ULB/Corporation.
  - k. Suitable treatment process should be maintained inside the plant before discharging the waste water into drains/nullahs/water bodies.
  - l. Plantation of adequate numbers should be done and maintain to reduce the noise and air pollution from the plant.
  - m. No work at night shall be done. Special permission shall be taken beforehand from the appropriate authority if needed.
  - n. All the vehicles to be used by the agency in and outside the plant shall strictly follow latest emission standard.
  - o. The site shall be made available for inspection at any time as and when felt necessary by the Authorities.
  - p. All the materials to be used for construction/maintenance shall be of ISI mark.
  - q. After completion of the commissioning of the plant, three sets of approved drawing consisting sewer line drawing, water supply line drawing, fire fighting arrangement details to be handed over to the SUDA/ULB.
  - r. Suitable fire fighting arrangement shall be made as per prevailing norms and standards laid down by the Govt.
  - s. Arrangement for rainwater harvesting shall be done within the plant area.
  - t. There shall be a monitoring system at the entry, exit and weigh bridge from ULB/Corporation end. The monitoring system may be manual/mechanized round the clock.

#### **VI. Emergency Response Plan:**

The Emergency Response Plan (“ ERP” ) shall be developed by the Concessionaire. This shall be a part of the Operations Protocol developed by the Concessionaire. The ERP shall set out steps to be taken and measures to be adopted by the Concessionaire in responding to dealing with Emergency including those

situationsrelatedtopersonalinjuriesorfatalities,propertydamageandforcemajeureasfoll

ows:

In the event of an Emergency, the Concessionaire shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Waste processing facility or part thereof, the Concessionaire shall promptly carry out any repair works necessary to restore the waste processing facilities to safe condition and in any event shall carry out such works before the affected area of the project facilities is re-opened to for normal operations.

The Concessionaire shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Operations Period.

#### **VII. The scope would not include :**

The concessionaire will not be responsible for collection & transportation of waste from the source of generation or from the secondary storage point to the waste processing site. Segregation at source, door to door collection of waste & transportation of waste up to processing site will be done by the ULB. The concessionaire is also not responsible for construction of approach road up to processing site. The client will be constructed the approach road at his level.

#### **4. Performance Security against the Work :**

Within fifteen (15) days of the receipt of letter of acceptance cum work order from the Employer, the successful bidder shall:

- a. Furnish the Performance Security for an amount of Rs.41,20,000.00 (Forty one lakh twenty thousand only) in the form of Bank guarantee valid for 12 months.
- b. Attend office of Employer to sign the agreement on non-judicial stamp papers as fixed by State Government.
- c. Failure of the successful bidder to submit the above-mentioned Performance Security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

#### **5. Forfeiture of Security Deposit against Work :**

If during the term of this contract, the agency/ service provider is in default of the due and faithful performance of his obligations under this contract, the authority shall, without prejudice to its other rights and remedies here under or at the applicable Law, be entitled to call in, retain and appropriate the security deposit. The security deposit shall be appropriated upon termination of contract by the authority for any default.

#### **6. Refund of Security Deposit against Work :**

The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 10% will be deducted towards Security Deposit from each monthly invoice.

Such deducted total amount will be refunded after 12 months on completion of each year.

#### **7. Contract management and counterpart staff :**

SUDA will be the Contract Management Agency. SUDA/ULB shall also designate one nodal officer and other counter-part staff for co-ordination with different line agencies, other Govt. agencies, and assist concessionaire for obtaining necessary approval from State Pollution Control Board, SEIAA and any other government department/ agency. The ULB shall also assist the concessionaire for award of any subsidy on production & sale of the by product from waste (if available from state/ central government).

#### **8. Taxes :**

The concessionaire shall pay all duties & taxes to the central / state government that may be levied in accordance to the laws and regulation in-force on the equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the contract and on the operations to be performed under the contract. Nothing in the contract shall relieve the agency from his responsibility to pay any tax that may be levied on its operations or on profits made by him in respect of the contract.

Concerned ULB/SUDA shall not take any responsibility for any kind of tax payment to the Government or Quasi-Government bodies at any point of time, other than those required to be deducted at source before the payments are made to the agency under any law & those practice to the concerned ULB. The agency shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **9. Penalties :**

- a. Penalty of Rs.1.50 lakh per month will be imposed for delay in commissioning of processing plant beyond the scheduled date. One month will be considered if the delay is more than 21 days but less than 31 days.
- b. The concessionaire is responsible for storage / transportation / disposal of residual wastes safely as per the provisions made in the SWM Rules, 2016. The residual waste should not be dumped on road side or on other's property. If the residual waste is dumped on road side, a penalty of Rs. 10,000/- per event will be charged to the concessionaire.
- c. If the quantity of inert waste to be disposed off in the sanitary landfill is more than the 10% quantity of waste received at site a charge of Rs.2000 per ton shall be charged on the extra weight than 10% of the total waste.

## **10. Hand Back and Transfer :**

In the last year of operation, the ULB/MC shall deploy its engineers, technical persons and workers for processing of waste on the processing plant so that beforehand back and transfer, the ULB will be able to continue to operate the processing plant. The concessionaire will handhold the technical staff & workers of ULB for last one year of contract.

The ownership of processing site, processing plant, sanitary landfill, building etc. and all civil works including all modifications, renovations and improvements made there in shall at all times remain that of ULB. At the end of the contract period and or its earlier termination, the agency shall request ULB to take over the office space, processing site, sanitary landfill site, processing plant and building etc. The ULB shall take over the same within thirty (30) days of such a request being made.

At the end of the contract period, the agency shall hand back peaceful possession of processing plant and building/sheds in good operable condition to the ULB.

At least three (3) months before the expiry of contract period, a joint inspection of the processing plant and building shall be undertaken by the Competent Authority and agency to prepare a list of works and jobs, if any, to be carried out under the contract so as to conform to the O&M requirements. The agency shall promptly undertake and complete such work and jobs at least one month prior to the expiry of the contract period and ensure facilities continue to such requirements until the same are handed back to the ULB.

## **11. Human Resource :**

- a. The agency shall, during the contract period, have requisite staff/representatives as required to run the plant and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.
- b. The agency shall be responsible for health safety measures of his workers.
- c. The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948 and the Workmen's Compensation Act, 1923. In addition to the following:
  - d. The agency shall not employ in connection with the operations and services under this contract any person of less than 18 years of age.
  - e. At all times during continuance of the contract, the agency shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The agency shall keep the ULB indemnified in case any action is taken against the ULB by any Authority on account of contravention of any of the provisions of any Act or rules made there

under, regulations or notifications including amendments.

- f. The agency shall keep all records desired under the said labour laws, submit periodical returns to the respective statutory Authority. The agency shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
- g. The agency shall obtain the license in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein, if applicable.
- h. The agency shall pay the staff deployed by him under this contract as per the minimum wages act in force and amendments.
- i. Notwithstanding anything contained herein, the ULB may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the cost there of from the agency.

## **12. Events of Default :**

An event of default on the part of the agency, which results from the agency being unable to fulfil his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

(a) The agency;

- i. Has repudiated the contract, or
- ii. Without reasonable excuse has failed to commence operations in accordance to the conditions of contract and/or failed to complete the activities/operations within the time stipulated for completion of the contract.

(b) Gross misconduct of the agency;

- i. Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the contract;
- ii. The agency persistently fails to follow good operating practices in execution of the contract;
- iii. The agency stops providing all services or part of services without authorization from the Competent Authority;
- iv. The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of contract and agency fails to correct it within a reasonable period of time determined by the Competent Authority;
- v. If the agency is in breach of any law or statute governing the operations.
- vi. The agency, in the judgment of the ULB, has engaged in corrupt and fraudulent practices in competing for or in carrying out the operations under the contract.
- vii. The agency (in case of a consortium/joint venture) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Competent Authority.
- viii. The agency is unable to maintain the composition and structure of his organization due to any of the following causes.
  - The agency enters into voluntary or involuntary bankruptcy, or liquidation;
  - The agency becomes insolvent;



- A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
- Any act is done or event occurs with respect to the agency or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

### **13. Termination of contract due to event of default by Agency :**

a. Without prejudice to any other right or remedy which ULB may have in respect thereof under this contract, upon the occurrence of agency Event of Default, the ULB may, subject to the provisions of this contract, terminate this contract in the manner as set out under:

- If ULB decides to terminate this contract upon the occurrence of agency's Event of major Default, in the first instance, he shall issue preliminary notice to the agency. Within fifteen (15) days of receipt of preliminary notice, the agency shall submit to ULB through the Competent Authority in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non- submission of the agency's proposal to rectify within the said period of fifteen (15) days, ULB shall be entitled to terminate this contract by issuing termination notice and to appropriate security deposit. If the total amount due to the ULB exceeds any payment due to the agency, the difference shall be a debt payable to the ULB.
- If any irregularities are found in the accounts of sale at any time, the ULB shall notify the concessionaire for not more than 15 days to rectify the accounts. If the accounts are not regularised within 15 day of issue of notice by the ULB, the contract may be terminated without further notice.
- If the agency's proposal to rectify the underlying event of default is submitted within the period stipulated therein, the agency shall have further period of fifteen (15) days to remedy/cure the underlying event of default. If, however the agency fails to remedy/cure the underlying event of default within such further period allowed, ULB shall be entitled this contract, by issue of termination notice and to appropriate to security deposit. If the total amount due to the ULB exceeds any payment due to the agency, the difference shall be a debt payable to the ULB.

b. Withdrawal of Termination Notice;

Notwithstanding anything inconsistent contained in this contract, if the agency served with the termination Notice cures the underlying event of default to the satisfaction of ULB at any time before the termination occurs, the termination notice shall be withdrawn by the ULB which had issued the same. Provided that the party in breach shall compensate the ULB for any direct costs/ consequences occasioned by the event of default which caused the issue of termination notice.

### **14. Termination of contract due to convenience of ULB :**

The contract may also be terminated by the ULB by giving minimum 30 days' notice to the agency for any administrative reason or due to the order issued by the State

Government or due to the decision taken by the Competent Authority.

### **15. Force MajeureEvent :**

1. Any of the following events which is beyond the control of the party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force MajeureEvent:

- (a) Earthquake, flood, inundation and landslide;
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) fire caused by reasons not attributable to the agency/ULB or any of the employees, or agents of the agency/ULB.
- (d) Acts of terrorism
- (e) Strikes, labour disruptions, any other disruptions or public unrest not arising on account of acts of the agency/ULB
- (f) Action of Government Agencies having Material Adverse Effect, including but not limited to:
  - Acts of expropriation compulsory acquisition or take over by any Government agency of the processing/ landfill site facilities or any part thereof.
  - Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the agency in any proceeding, which is non-collusive and duly prosecuted.
  - any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any applicable permits, in each case for reason other than the agency's breach or failure in complying with the SWM rule, 2016, O&M requirements defined in the contract, applicable laws, applicable permits, any judgment or order of any Government Agency or of any contract by which the agency as the case may be is bound.
  - Early termination of this agreement by ULB for reason of national emergency or national security.
- (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- (h) Strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
- (i) Any resistance from the citizens or any other groups not allowing to operate the plant stipulated in the tender.

2. Force Majeure shall not apply in the following circumstances and events:

- (a) Un-availability, late delivery of the spares, , machineries, materials and consumables for the work on account of change in cost, delay in manufacture;
- (b) A delay in performance of any other agency or employees of the agency;
- (c) Non-performance of machineries resulting from wear and tear and not maintained in time.
- (d) Non performance on account of failure to comply with any laws of India related to the work.

3. Neither ULB nor the agency shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.
4. Upon occurrence of an event considered by the agency to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify ULB's representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. The agency shall also notify ULB's representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of ULB's representative.
5. Upon occurrence of any event considered by ULB to constitute Force Majeure, and which may affect performance of ULB's obligations, he shall promptly notify the agency and the agency's representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. ULB shall also notify the agency of any proposals with the objectives of completing the works and mitigating any increased costs to ULB and the agency.
6. Procedure for Calling Force Majeure:
  - (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the affected party in overcoming the effects will be conveyed to the other party with supporting data including relief from them.
  - (ii) The affected party shall also inform to the other party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected party.
  - (iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.
  - (iv) The period allowed for restoration of the normal performance by the parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
  - (v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.
  - (vi) The agency shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
  - (vii) When the affected party is able to resume performance of its obligations under this contract, it shall promptly give the other party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
  - (viii) The rights and obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure; ULB shall not be liable to make

any payment to the agency for him being affected on account of Force Majeure. In this situation, the agency shall only be paid for the work done, since unforeseen situation should be shared by both, ULB and agency.

**16. No Breach of Obligations :**

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

- i. Force Majeure Event,
- ii. Compliance with the instruction of the Competent Authority /Representative of Competent Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the contract of any its obligations hereunder.

**17. Settlement of Accounts :**

- i. Upon termination of the contract prior to the completion of contract under clause 12 above, the amount due to the agency shall be recovered by appropriating the performance security. No compensation will be paid to the agency for capital investment done by the agency on civil works and on plant & machinery.
- ii. Upon termination of the contract under clause 14 or upon termination of contract due to occurrence of force majeure events mentioned in clause 15 above, the value of civil structures and plant & machinery as on the date of termination will be paid by the ULB to the agency after adjustment of amount due to the agency. The valuation will be done by deducting the depreciation from the original value of assets. The valuation amount should be agreed by both parties. In case of dispute on valuation amount between two parties, state Building Construction Department or CA appointed by the Urban Development &Municipal Affairs Department will assess the valuation of assets. In such case, the performance security will also be returned by the ULB.

**18. Procedure for Disputes & Arbitration :**

a. Amicable Settlement:

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause-b shall become applicable.

b. Arbitration:

In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Principal Secretary of the Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings shall be held in Kolkata, India at a mutually agreed upon place and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

## Section 6 - Standard Contract Document

### Section I: FORM OF CONTRACT

CONTRACT FOR : *[Please insert name of project]*  
CONTRACT NUMBER : *[Please insert Contract number or Tender Number]*

THIS CONTRACT is made on the date -----day of ----- (month), 2020

BETWEEN : The Director, SUDA.  
(hereinafter referred to as "the Client")

AND : *[Please insert name of agency – this should be the lead firm in case of association. In case of JV, all partners should be mentioned]* (hereinafter referred to as "the Agency or the Concessionaire or the Service Provider")

WHEREAS *[Please insert nodal officer and communication address of the agency]*  
: a. Director, SUDA requires the agency to provide the services as defined in Section 5 of this contract ("Terms of Reference") to support their project; and  
b. the agency has agreed to provide the services on the terms and conditions set out in this contract.

IT IS HEREBY AGREED as follows:

#### 1. Documents:

This Contract shall be comprised of the following documents:

- a. Form of Contract,                      b. General Conditions,      c. Special Conditions,
- d. Terms of Reference,                      e. Schedule of Prices,

This Contract constitutes the entire agreement between the Parties in respect of the bidders obligations and supersedes all previous communications between the Parties, other than as expressly provided for in General Conditions, Special Conditions, & Terms of Reference.

#### 2. Commencement and Duration of the Services:

The agency shall start the construction of civil works and installation of plant and machinery on *[please insert date]* ("the First Start Date") and shall complete it by *[please insert date]* ("the First End Date") and shall start operation of plant on or before *[please insert date]* ("the Second Start Date") and shall complete it by *[please insert date]* ("the Second End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

#### 3. Financial Limit:

The Concessionaire shall quote price in terms of tipping fees for processing of Municipal Solid Waste during the period for 10 years. ("the Financial Limit").

#### 4. Time of the Essence:

Time shall be of the essence as regards the performance by the Agency of its obligations under this contract.

Dated:

For and on behalf of

Client Name:

Date:

For and on behalf of Agency

Name:

Date:

## **Section II - GENERAL CONDITIONS OF CONTRACT**

### **THE CONTRACT:**

#### **A. DEFINITIONS:**

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise.

##### **1. Documents:**

- (i) "Acceptance Letter" means the document from the Employer on behalf of the Director, SUDA addressed to the Agency indicating acceptance of the Contract Price and its acceptance of the Agency as the preferred party to carry out the works, perform services and operations under the Contract.
- (ii) "Activity Schedule" means schedule of activities comprising the different tasks/operations to be performed by the Agency under the Contract.
- (iii) "Affected Party" means Party claiming to be affected by a Force Majeure Event as described in the bid document.
- (iv) "Agency's Bid" means the completed document submitted by the Agency to the ULB. The term Agency's Bid and tender have been used synonymously.
- (v) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect and here in after in India, including judgments, decrees, injunctions, writs or orders of only court of record, as may be in force and effect during the subsistence of Agreement to be signed under this Contract.
- (vi) "Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained and maintained by the Agency under Applicable Laws.
- (vii) "Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or nay re-enactment thereof as in force from time to time.
- (viii) "Contract" means Conditions of Contract, the Employer's Requirements, the Tender, the Agency's Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (ix) "Employer's Requirements" means the description of the scope and programme of works/services, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
- (x) "Tender" means the Agency's priced offer/offered rates to the Employer for the works/services.
- (xi) "Works" are what the Contract requires the Agency to carry out and perform.



## 2. Persons:

- (i) "Agency" means the person or Corporate and body, whose tender has been accepted to carry out the work and perform the services by the ULB and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (ii) "Agency's Representative" means the person (if any) named as such in the Contract or other person appointed from time to time by the Agency.
- (iii) "Authority" means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of West Bengal or any Local Authority including SUDA.
- (iv) "Competent Authority" is the Person or Persons, appointed by the Director, SUDA and notified to the Agency, who shall be responsible for supervising the Agency, administering the Contract, certifying payments due to Agency. The Director, SUDA shall be the Competent Authority for this contract. The Director, SUDA may also appoint any Person or Persons to assist the Competent Authority for this Contract. Any Person or Persons appointed by The Director, SUDA to carry out the responsibilities of the Competent Authority and assist him/her, shall be termed as the "Competent Authority's Representative".
- (v) "Concessionaire" means the agency selected to construct, erect, commission, operate & maintain the waste processing facility and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (vi) "Employer" means the Director, SUDA or authorized representative and the legal successors in title to such person, but not (except with the consent of the Agency) any assignee of such person.
- (vii) "Employer's Representative" means the person appointed by the Employer to act as Employer's Representative for the purpose of the Contract. Any person appointed from time to time by the Employer and notified as such to Agency shall be considered as Employer's Representative.
- (viii) "Person" means any natural person, firm, Corporation, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.
- (ix) "Party" means either the Director, SUDA or the Agency; any of the parties to this Contract and "Parties" means both the party to this Contract.
- (x) "Successor Agency" means SUDA and any person or corporate and body appointed by the ULB to perform services and carry out works under this Contract.
- (xi) "ULB" means Director, SUDA.

### **3. Dates, Times and Periods:**

- (i) "Commencement Date" means the date when the Agency shall commence the construction of civil works or erection of plant & machinery of processing plant.
- (ii) "Completion Date" is the date of completion of the operations/activities and as certified by the Competent Authority.
- (iii) "Contract Period," means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the date of issue of acceptance letter. The Contract period is 5 years from the date of issue of letter of acceptance.
- (iv) "Operating Year" means each successive period, the first such period commencing on the date on which processing of MSW at processing site commences and ends after three hundred and sixty five (365) days from the date of start for processing.
- (v) "Termination Date" means the date on which the Contract is terminated by way of defaults of either SUDA or the Agency, or as a result of a Force Majeure Event, or as indicated in the Conditions of Contract.
- (vi) "Day" means a calendar day, "Months" means calendar months and "year" means 365 days.

### **4. Money and Payments:**

- (i) "Cost" means all expenditure properly incurred (or to be incurred) by the Agency whether on or off the municipal area, workshop, including overhead and other similar charges, but does not include profit.
- (ii) "Tax" means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

### **5. Other Definitions:**

- (i) "Beat" means the area to be assigned to one Safai Karmachari for daily door to door collection as per the norms mentioned in Manual on Municipal Solid Waste issued by the Central Public Health Environmental Organization, Ministry of Urban Development, Government of India.
- (ii) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in bidding process, or affect the execution of a contract.
- (iii) "Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Director, SUDA, designed to influence the action of any party in execution of a contract;
- (iv) "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (v) "Disposal Ground" means the trenching ground for the purpose of disposal of rejects after processing MSW or disposal of MSW without processing.

- (vi) "Dry Garbage" means any recyclable garbage consisting of plastic, metal, thermocol, foam, glass, rexene, battery cells, paper, cloth, etc. and as defined in the SWM Rules, 2016.
- (vii) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Corporation, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- (viii) "Good Operating Practices" means standards, practices, methods and procedures as practiced in India and conforming to all specifications, law, directives, clearances and the requirements of any Authority and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled, prudent and experienced Agency, engaged in the same type of undertaking under the same or similar circumstances as the Agency pursuant to this Contract.
- (ix) "House/Property" means a house/property, existing in the area of ULB/Municipal Corporation.
- (x) "Law" includes any constitutional provisions, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.
- (xi) "MSW" means any municipal solid waste /garbage/silt/and all waste defined as municipal solid waste in MSW rules 2000 generated within the service area.
- (xii) "Service Area" means the entire area under different wards of ULB/Municipal Corporation.
- (xiii) "SWM Rules, 2016" means the Solid Waste Management Rules, 2016 made pursuant to the provisions of the Environment (Protection) Act, 1986 and includes any amendment thereto as in force from time to time.
- (xiv) "Waste Processing Site" means the place/ site where the ULB or agency has set up the plant to process the waste for converting waste into compost or energy etc.
- (xv) "Wet Garbage" means any bio-degradable garbage, consisting of vegetable waste, food waste, garden waste, coconut shells, wood pieces, eggshells, bones, flesh, used cotton etc. and as defined in the MSW Rules, 2000.
- (xvi) "Workshop Site" means the place provided by ULB to agency for development of workshop and for the purpose of parking, repairing and refueling of vehicles during the contract period.

## **B. REPRESENTATION AND WARRANTY:**

### **i. Representations and Warranties of Parties:**

The Agency represents and warrants to SUDA for the term of this Contract that:

- (a) it is duly organized, validly existing and in good standing under the Laws of India;
- (b) it has the requisite experience, expertise and skills to construct, install, erect, commission, operate & maintain processing plant under this Contract;
- (c) it has the financial standing and capacity to undertake the Contract.
- (d) prior to executing this Contract, the Agency has conducted a due diligence audit to its satisfaction in respect of the Municipality, contractual structure for carrying out the operations and performing services including conditions of existing site and office Space, Applicable Laws and clearances and all matters related to this Contract. The Agency is entering into this Contract on the basis of his own satisfaction based on his due diligence audit.
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
- (f) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- (g) no representation or warranty by the Agency contained herein or in any other document furnished by it to ULB or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- (h) no bribe or illegal gratification has been paid or will be paid in cash or kind to any person to influence the Bidding Person.
- (i) Without prejudice to any express provision contained in this Contract Agreement, the Agency acknowledges that prior to the execution of Agreement under this Contract, the Contactor has after a complete and careful examination made an independent evaluation of the Existing facilities and infrastructure such as approach road to existing processing site, boundary wall & other infrastructure.
- (j) available at site and the information provided by ULB, and has determined to his satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Agency in the course of performance of his obligations hereunder.

### **ii. SUDA represents and warrants to Agency for the term of this Contract that:**

- a. SUDA has full power and authority to award this Contract.
- b. SUDA has taken all necessary actions to authorize the execution of this Contract.
- c. This agreement under this Contract constitutes SUDA's legal valid and

binding obligation.

**C. Obligation to Notify Change:**

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

**D. Assignment and charges:**

The Agency shall not assign in favour of any person this Contract or the rights, benefits and obligations hereunder, save and except with prior consent of SUDA. Any such consent shall not relieve the Agency from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of sub agency and his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Agency, his agents, servants or workmen.

**E. Amendments:**

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

**F. Communications:**

Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be in English. If sent by registered post to the last known place or abode or business of the Agency shall be deemed to have been served on the date.

**G. Interpretation and contract structure:**

The language of this Contract Document is English and the law, which applies to this Contract, shall be the Law of the Republic of India. The Courts at Kolkata shall have jurisdiction all over matters, arising out of or relating to Agreement under this Contract.

**H. Contract Period:**

- i. The Agency shall commence performing different activities from the date of acceptance letter, complete all pre-operational activities and arrange for all mobilization after procurement of machinery for MSW treatment.

The agency should ensure construction, erection, commissioning of processing plant & sanitary landfill at designated waste processing site within thirty (30) days from the date of issue of LOA cum work order.

The agency should ensure processing of MSW within 270 days from the date of issue of LOA cum work order.

- ii. The Contract Period shall commence from the date of acceptance letter for a period of 10 years O&M after commissioning of plant. The Director, SUDA shall review the performance level of work/service under this Contract.

- iii. The contract period can be renewed by the Director, SUDA on the basis of performance level of work/service and rates. Alternatively, if the Agency wishes to discontinue his services and operations at the end of the contract period of 10 years, he shall provide a minimum of ninety (90) days' notice requesting for such discontinuation.
- iv. Notwithstanding anything the Agency shall continue to provide services and perform operations till the appointment of a Successor Agency or 6 (six) months whichever is earlier.
- v. The performance of service and work of the Agency shall be evaluated by concerned ULB every month and report be submitted to Competent Authority through Concerned Officer.
- vi. In the event that the Parties agree to continue with the current Contract after Contract period of 10 years, all Conditions of Contract shall be followed as laid out in this bid document; and price escalation to Contract Price and penalties base shall also be followed. On mutual consent of both the parties new conditions can be added or deleted in the contract terms.

**i. Payment Terms:**

<b>Sl. No.</b>	<b>Description of Work</b>	<b>Total amount to be paid to the agency including all type of taxes &amp; duties and GST (Fixed)</b>	<b>Period of payment released</b>	<b>Payment to be released</b>
1.	Design, build, construct, install, commissioning and transfer of 57 TPD capacity of Municipal Wet Waste processing facility based on Windrow Composting Technology/Biomethanation Technology, setting up Semi Automatic Material Recovery Facility of 46 TPD capacity for Dry Waste, construction of Sanitary Landfill (as required size) along with operation & maintenance for 10 years (Renewable) under Swachh Bharat Mission for Berhampur Municipality in West Bengal.	Rs.288.00 lakh	After successful commissioning and acceptance given by Competent Authority	25%
After 12 months from commencement of processing start date			25%	
After 24 months from commencement of processing start date			25%	
After 36 months from commencement of processing start date			25%	

2.	Operation & Maintenance for the period of 10 years for Windrow Composting Plant/ Biomethanation plant, Material Recovery Facility Plant and Sanitary Landfillsite etc. in terms of tipping fee	Per Ton basis.	Monthly basis for actual quantity of Waste (Wet Waste & Dry Waste ) processed	90%
			After 12 months on completion of each year.(Security Deposit)	10%

N.B:

- Record keeping at the Weigh Bridge for actual quantity of Wet Waste and Dry Waste processed should be maintained by a team formed by one member from both the Agency and ULB's end on daily basis.
- The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 10% will be deducted towards Security Deposit from each monthly invoice.
- The quoted rate for Operation & Maintenance of processing Plant for processing of Solid Waste (Wet Waste & Dry Waste) and Sanitary Landfill for disposal of end products for the period of 10 years in terms of tipping fee will be increased by 3% after completion of every successive five (5) years.

**J. Responsibilities:**

**a. SUDA/Municipal Corporation/ ULB's responsibilities:**

- i. The SUDA/Municipal Corporation/ ULB shall provide and hand over an encroachment free waste processing site and sanitary landfill site of required area.
- ii. The SUDA/Municipal Corporation/ ULB shall also provide approach road, Water Connection, Street Lighting up to the outside of boundary line of waste processing site.
- iii. The ULB shall make arrangement to transport the collected waste up to the Waste Processing Site.
- iv. The minimum quantity of the waste (both Dry & Wet) will be made available to the agency at the waste processing site.

**b. Agency's responsibilities:**

- i. The Agency shall carry out all activities as mentioned in the scope of work in Terms of Reference of RFP.
- ii. Carrying out his operations, and shall be fully responsible for carrying out the operations in a safe and secure manner, consistent with the law of the land, laws and regulations and directives of any Authority and permissions.
- iii. The Agency shall be responsible for the safety of all his activities & his personnel deployed for performing the work and providing services under this contract and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the operations carried out, whether these may have been carried out skill fully and carefully and strictly in conformity with the provisions of the specifications or not.
- iv. Construction of Buildings, Sheds & other civil structures & facilities required

- for running a processing plantsmoothly.
- v. Procurement of required manpower, plant & machinery, vehicles/ equipments, spare parts, accessories, tyres, tubes, hydraulic oil, lubricants, diesel, petrol etc. for day to day running, operation & maintenance of processingplant and sanitary landfill site at his own cost.
  - vi. Carry out regular repairing and maintenance of plant & machinery etc. at his own cost.
  - vii. Exploringmarket                      forsale&disposalofbye-products,recyclable&reusable materials.
  - viii. Sale of bye-products, recyclable & reusable materials and maintaining proper books of accounts. No accumulation of processed and inert material inside the plant boundary should be permitted beyond a certain limit (to be fixed by the authority).

**K. Environmental Compliance:**

The Agency shall, at all times, ensure his operations and processing of MSW confirming to the laws pertaining to environment, health and safety aspect including SWM Rules, 2016, policies and guidelines relatedthereto.

**L. Use of Waste Processing Site or Waste Disposalsite:**

- i. The agency shall use the land/ site only for the purpose (either for processing of waste and/or for dumping of waste) it was handed over to them by theULB.
- ii. The Agency shall ensure optimum utilization of ULB's waste processing site for any purpose unconnected or unrelated to the scope ofwork.

**M. Maintenance ofRecords:**

The Agency shall maintain records of the waste collected, and inert materials disposal in the format required by ULB and get certified by the concerned authority ofULB/Municipal Corporation.

**N. Sale/disposal of RecyclableWaste:**

The Agency shall make all efforts to sell or otherwise dispose of recyclable waste, recovered from the waste received at processing site. The agency shall try to accommodate the rag pickers registered with the ULBs for the activity of segregation at waste processing site. The agency may sell the recyclable material through these rag pickers.

**O. Insurance:**

The Agency shall insure his workmen, equipment etc. No additional burden should fall on the ULB due to absence ofinsurance.

The Agency shall take out all necessary insurance against labour, theft, dacoits, fire or other contingencies for infrastructures being developed/arranged/deployed/taken from ULB in his possession under this contract. ULB shall not be responsible for any type of liability in thisregard.

**P. Accidents:**

It shall be the Agency's responsibility to protect workmen, materials, equipment, vehicles and other immovable property in possession againstaccidents.

In the event of accidents / damages, which are in possession of Agency under this Contract (whether owned by ULBs or any other agency) and Agency's vehicles under this Contract. ULB shall be completely free from any liability of any nature incurred due to accident(s). The Agency shall be fully and exclusively responsible for any



damage to vehicles or any of equipments under his possession and attached with his own/rented vehicles including driver and helpers.

The Agency shall be solely responsible for any death or body injury to his staff member or any of the people/person in the employment of the Agency. This includes any third party claims.

The Agency shall be solely responsible for any consequences under laws arising out of any accident by his vehicles in his possession or his employees to the property or personnel of the ULB.

The ULB shall not be responsible for any claim/compensation that may arise due to damages/ injury/death pilferage to the Agency's vehicles, machinery, property, staff and any third party or the property under any circumstances while providing services under the Agency.

In the event of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Agency shall within 24 hours of such accident, report in writing to the Competent Authority, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

#### **Q. Indemnification:**

The Agency shall indemnify and keep indemnified the ULB against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the operations and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

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

- i. Payment of Wages Act, 1936;
- ii. Minimum Wages Act, 1948;
- iii. Employers Liability Act, 1938;
- iv. The Workmen's Compensation Act, 1923;
- v. Industrial Dispute Act, 1947;
- vi. Indian Factories Act, 1948;
- vii. Maternity Benefit Act, 1961; and
- viii. Any other relevant act

or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the operations, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Agency be paid to compromise or compound any such claim without limiting his/her obligations and liabilities as above provided.

#### **R. Agency's Superintendence:**

The Agency shall provide all necessary superintendence while carrying out his operations for the proper fulfilling of the Agency's obligations under the Contract. The Agency shall nominate a competent and authorized representative ("Agency's Representative") approved by the Competent Authority, which approval may at any time be withdrawn. The Agency's Representative shall give his whole time to the superintendence of the operations and shall receive, on behalf of the Agency, instructions from the designated officers of ULB, which shall be deemed received by the Agency. If the Competent Authority withdraws approval of the representative, the Agency shall remove the representative from the operations within thirty (30) days, and replace him by another representative approved by the Competent

Authority.

**S. Reporting:**

The Agency shall utilize the designated processing site, provided by the ULB, to establish waste processing site along with the plant & machinery, manpower and other facilities at its own cost.

The Agency shall carry out all reporting to the designated officers of SUDA.

**T. Pre-Operational Activities:**

The bidder shall have to complete the following activities before starting production of by-product. The bidder shall commence all activities concurrently. The details of activities are as follows:

Sl.No.	Description of Activity	Duration for Completion of Activity (in Days)
1	Issue of Letter of Acceptance (LOA) cum work order from Employer	Start date
2	Acceptance of LOA cum work order from agency	Within seven (7) days from the date of issue of LOA cum work order.
3	Deposit of Performance Security	Within fifteen (15) days from the date of issue of LOA cum work order.
4	Signing of Agreement	Within fifteen (15) days from the date of issue of LOA cum work order.
5	Submission of plan of action	Within thirty (30) days from the date of issue of LOA cum work order to the Agency.
6	Start construction of office building, waste processing plant, sanitary landfill etc.	Within thirty (30) days from the date of issue of LOA cum work order to the Agency.
7	Proof of placement of purchase order for procurement of plant & machinery, etc.	Within sixty (60) days from the date of issue of LOA cum work order to the Agency.
8	Completion of all civil works	Within six (6) months from the date of issue of LOA cum work order to the Agency.
9	Erection & commissioning of , plant & machinery	Within nine (9) months from the date of issue of LOA cum work order to the Agency.
10	Start production	Within nine (9) months from the date of issue of LOA cum work order to the Agency.

**U. Pre-operational Infrastructure:**

The Agency shall arrange to provide the infrastructure for segregation & processing of municipal waste under this contract.

**V. Processing Site and Vehicles:**

The ULB shall provide required area of processing site to the agency as per the availability of land for installation of processing plant at waste processing site / disposal ground. The Agency shall construct, erect, commission waste processing plant as required by client for production of by-products. The ownership of waste processing site, sanitary landfill site and other assets including all civil structures, plant & machinery shall at all times remain that of ULB. At the end of the contract period and or if of the minimum value of 40% of the capacity within 10 years earlier termination, the agency shall request ULB to take over the site and plant & machinery. The ULB shall request over the same within thirty (30) days of such a request being made.

**W. Operation and Maintenance of Plant & Machinery and Vehicles:**

The Agency shall maintain all assets, plant & machinery and the vehicles in full

serviceable condition during the period of contract entirely at his own costs including thecostsofsparesaccessories,tyres,lubricants,hydraulicoil etc.

It will be responsibility of the agency to ensure that it is always maintained in operating condition and it is not damaged by his employees.

The drivers of all vehicles shall carry the following and any other papers as per Applicable Law.

- a. Driver's License
- b. Registration Certificate of Vehicle.
- c. Pollution under Control (PUC) Certificate.

All the drivers, helpers and workers engaged in operation of vehicles should be provided uniforms, personal protective equipments (hand gloves, gum boots, masks etc.) and desired implements.

The staff deployed at the processing plant should be provided with uniforms, personal protective equipments (hand gloves, gum boots, masks etc.) and other suitable implements. Processing plant should have all the facilities as per requirement.

**X. Jurisdiction:**

- i. Any dispute arising out of in relation to this Contract, Terms of Reference and in addition the parties hereby submit to Indian jurisdiction.
- ii. The Agency shall ensure that all members of the Agency's Personnel are under an obligation not to disclose to any third parties any confidential information obtained either directly from the Client or by virtue of their engagement in relation to this Contract. Confidential information may be in any form and shall include all information that, due to its character, nature or method of transmittal, a reasonable person would treat as confidential.
- iii. The Client shall have the right to terminate, in the event of any occurrence, act or thing of a similar nature to those occurrences.
- iv. Under no circumstances should the Agency or Agency's team members interact with or disclose any information about this contract to any media. Any violation of this condition shall amount to breach of this contract.