



**Kolkata
Metropolitan
Development
Authority**



Memo No.: 32/SE(Plg)/SD&SWM/KMDA/W-125/22 **Dated:** 06.09.2022

*e-Request for Proposal Document
for*

**BIO-MINING OF LEGACY WASTE AND LAND RECLAMATION OF DUMPSITE
UTILISING SCIENTIFIC METHOD LOCATED AT CHANDMARI DUMP SITE, BALLY
UNDER BALLY MUNICIPALITY ON TURNKEY BASIS**

SEPTEMBER- 2022

e-RfP No.: 08/SE(Plg)/SD&SWM/KMDA of 2022-2023 **dated:** 06.09.2022



OFFICE OF THE SUPERINTENDING ENGINEER
PLANNING CIRCLE, SEWERAGE, DRAINAGE AND SOLID WASTE MANAGEMENT
SECTOR

KOLKATA METROPOLITAN DEVELOPMENT AUTHORITY

seplanning.sdsww.kmda@gmail.com

BLOCK - A, 6TH FLOOR, UNNAYAN BHAVAN, SALT LAKE, KOLKATA - 700 091

নগর উন্নয়ন ও পৌর বিষয়ক বিভাগ, পশ্চিমবঙ্গ সরকার

URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT
GOVERNMENT OF WEST BENGAL

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e-RfP No.:08/SE(Plg)/SD&SWM/KMDA of 2022-2023 dated: .09.2022

e-REQUEST FOR PROPOSAL DOCUMENT
FOR
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UTILISING SCIENTIFIC METHOD LOCATED AT CHANDMARI DUMP SITE, BALLY
UNDER BALLY MUNICIPALITY ON TURNKEY BASIS**

ISSUED TO: _____

DATE OF ISSUE: _____

SIGNATURE AND DESIGNATION OF THE ISSUING OFFICER:

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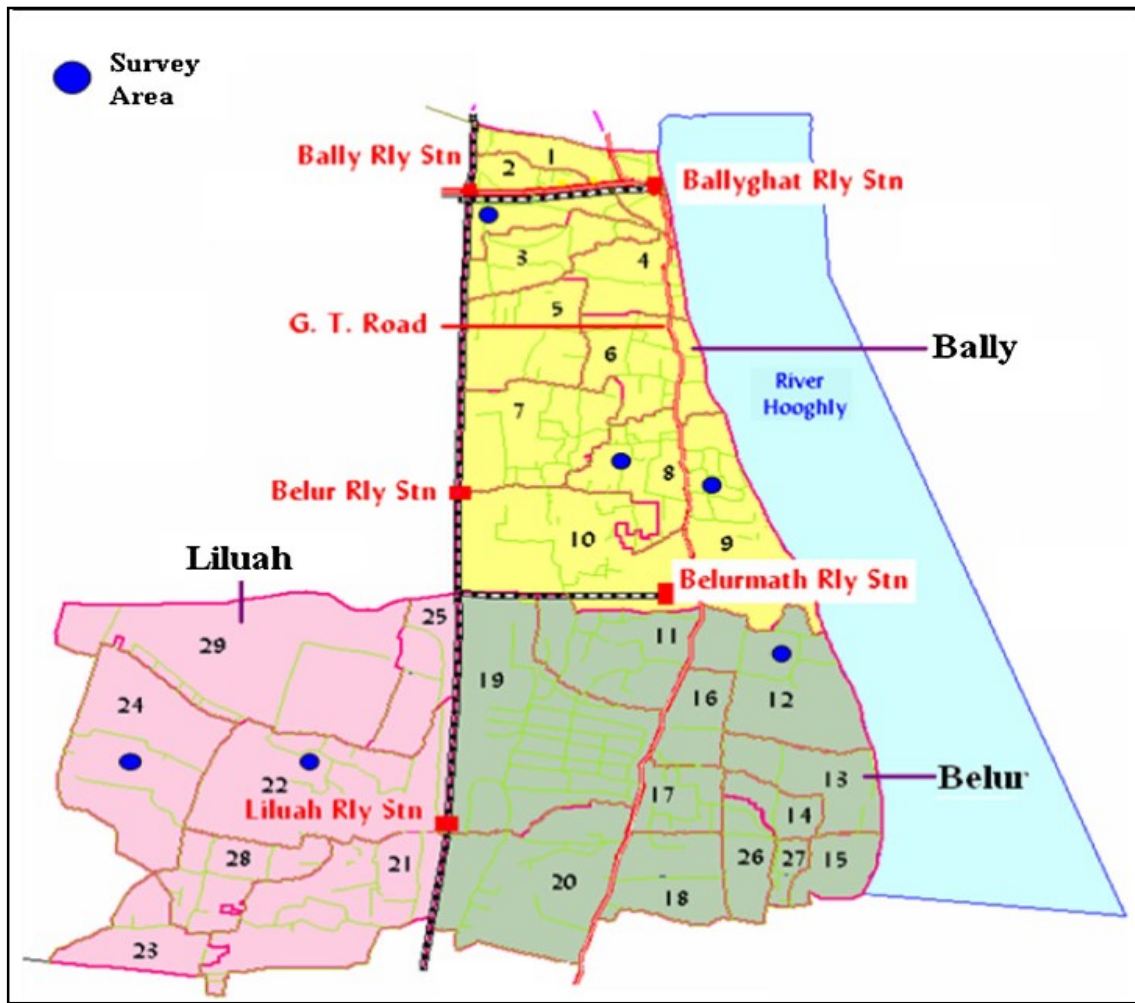
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MAP OF WEST BENGAL



Bally Municipality



DISCLAIMER

1. The information contained in this 'Request for Proposal' document (the "RfP" or "RfP Document" or "RfP document") or as subsequently provided to bidder(s) (herein after referred to as "Bidder(s)"), whether verbally or in documentary or in any other form by or on behalf of the Kolkata Metropolitan Development Authority (hereinafter referred to as "KMDA" or "Authority") or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RfP and such other terms and conditions subject to which such information is provided.
2. This RfP document contains brief information about the project for "Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally municipality on turnkey basis" (hereinafter referred to as "Project") by the successful Bidder/developer selected through a competitive bidding process. The purpose of this RfP Document is to provide Bidders with information that may be useful to them in the formulation of their bid and for no other purpose whatsoever.
3. This RfP is not an agreement and is neither an offer nor an invitation by the Authority to the prospective Bidders or any other person but is merely informative in nature, creating no obligation whatsoever. The terms on which the Project is to be developed and the right of the successful Bidder/applicant shall be as set out in a separate definitive agreement to be entered into by the concerned parties. The purpose of the RfP is to provide interested parties within formation that may be useful to them in making their proposal including financial proposals (the "Bid" or "Bid(s)" or "Proposal(s)") pursuant to this RfP. This RfP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in this RfP, or to be furnished later under the Bidding Documents (as defined hereinafter), by the Authority and/or any of its consultants are, only indicative and for the sole purpose of making available to interested parties/Bidder's information that may be useful to them in the formulation of their Bid. Such assumptions, assessments, statements, data and information may not be complete, accurate, adequate or correct. Each Bidder should therefore, before placing reliance on the aforesaid assumptions, assessments, statements, data and information conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfP and obtain independent advice from appropriate sources. For the avoidance of doubt, in case the Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information, then the same shall not in any manner bind/make liable the Authority and/or its consultant(s) to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information. Each Party shall carry out his own due diligence on all relevant issues including financial viability, technical parameters, site conditions, etc. and the Authority or its advisors do not guarantee the financial and technical viability of the Project. This RfP is being made available by the Authority to the interested parties on the terms set out in this RfP. The possession or use of this RfP in any manner contrary to any applicable law, rules or regulations, is expressly prohibited. The Bidders shall inform themselves about, and shall observe any applicable legal requirements in this regard. The information does not purport to

be comprehensive or to have been independently verified. Nothing in this RfP shall be construed as legal, financial or tax advice.

4. Information provided in this RfP to the Bidder(s) is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority, its employees and advisors accept no responsibility for the accuracy or otherwise of any interpretation or opinion on law(s) expressed herein.
5. Neither the information in this RfP nor any other written or oral information in relation to the selection process of the Bidder for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied on as such.
6. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfP or arising in any way in relation to the bidding process.
7. The Authority, its employees and advisors also accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RfP.
8. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statement, assessment or assumptions contained in this RfP.
9. Intimation of discrepancies in the RfP document, if any, should be submitted to the office of the Superintending Engineer (Civil), Planning Circle, Sewerage, Drainage and Solid Waste Management Sector, Kolkata Metropolitan Development Authority, immediately by the Bidder, in written and through e-mail communication at seplanning.sdsww.kmda@gmail.com. If no written communication is received by the Authority, it shall be deemed that the Bidders/applicants are satisfied that the RfP Document is complete in all respect.
10. The issuance of this RfP does not in any way imply that the Authority is bound to select a Bidder or to appoint the Preferred Bidder for the Project. The Authority reserves the right in its sole discretion, to accept or reject any or all of the Bidders or bids without assigning any reasons thereof.
11. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparing, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs

and expenses will be solely to the account of the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

12. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to do any such act in any manner whatsoever on behalf of the Bidder towards any officer/employee of the Authority or to any other person in a position to influence the decision of the Authority for extending any favour in relation to this RfP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
13. Laws of the Republic of India are applicable to this RfP.

ABBREVIATIONS

Sl. No.	Abbreviation	Expansion
1.	SE (Plg)	<i>Superintending Engineer (Planning Circle)</i>
2.	SD&SWM	<i>Sewerage, Drainage and Solid Waste Management (Sector)</i>
3.	KMDA	<i>Kolkata Metropolitan Development Authority</i>
4.	e-RfP	<i>electronic – Request for Proposal</i>
5.	ULB	<i>Urban Local Body</i>
6.	MoEFCC	<i>Ministry of Environment, Forest & Climate Change</i>
7.	CPHEEO	<i>Central Public Health and Environmental Engineering Organisation, Ministry of Housing and Urban Affairs, Government of India</i>
8.	SWM	<i>Solid Waste Management</i>
9.	EMD	<i>Earnest Money Deposit</i>
10.	RTGS	<i>Real Time Gross Settlement</i>
11.	NEFT	<i>National Electronic Fund Transfer</i>
12.	PAN/GST	<i>Permanent Account Number/ Goods & Services Tax</i>
13.	LoI	<i>Letter of Intent</i>
14.	LoA	<i>Letter of Acceptance</i>
15.	GPS	<i>Global Positioning System</i>
16.	JV	<i>Joint Venture</i>
17.	MoU	<i>Memorandum of Understanding</i>
18.	MoA	<i>Memorandum of Agreement</i>
19.	O&M	<i>Operation and Maintenance</i>
20.	MT	<i>Metric Tonne</i>
21.	DG	<i>Diesel Generator</i>
22.	EIC	<i>Engineer-In-Charge</i>
23.	LW	<i>Legacy Waste</i>
24.	CPCB	<i>Central Pollution Control Board</i>
25.	WBPCB	<i>West Bengal Pollution Control Board</i>
26.	CESC/ WBSEDCL	<i>Calcutta Electric Supply Corporation/West Bengal State Electricity Distribution Company Limited</i>
27.	R&R Dept.	<i>Rehabilitation and Resettlement Department</i>
28.	SPV	<i>Special Purpose Vehicle</i>
29.	COD	<i>Commercial Operation Date</i>
30.	NABL	<i>National Accreditation Board for Testing and Calibration Laboratories, Government of India</i>



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PLANNING CIRCLE, SEWERAGE, DRAINAGE AND SOLID WASTE MANAGEMENT
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seplanning.sdsww.kmda@gmail.com

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URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT
GOVERNMENT OF WEST BENGAL

e-RFP No.:08/SE(Plg)/SD&SWM/KMDA of 2022-2023 Dated:06.09.2022

Memo No.: 32/SE(Plg)/SD&SWM/KMDA/W-125/22 Dated: 06.09.2022

ABRIDGED NOTICE INVITING REQUEST FOR PROPOSAL

Invitation: The Superintending Engineer, Planning Circle, Sewerage, Drainage and Solid Waste Management Sector, Kolkata Metropolitan Development Authority invites online e-Request for Proposal in two part system (Part-I Technical Bid and Part-II Financial Bid) from reliable, resourceful, bonafide and experienced firms/companies/Individual contractors/Joint Ventures/s, having experience and capability in executing projects of Solid Waste Management (SWM) work in any Government/Government Undertaking/Autonomous Bodies/Semi-Government/Statutory Bodies and Local Bodies, within the last 10 (Ten) years from the date of issuance of this Request for Proposal, for the work of “Bio-mining of legacy waste and land reclamation of dumpsite utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis”.

Name of the Works, EMD and time of completion are mentioned below:

Sl. No.	Name of Work	Estimated Value of the work (Rs.)	Earnest Money Deposit (Rs.)	Time of Completion
1.	Bio-mining of legacy waste and land reclamation of dumpsite utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis	Rate to be Quoted	2% of the Quoted Amount. Initial Earnest Money deposit shall be ₹5,00,000 and balance of 2% shall have to be deposited on acceptance of bid.	18 (Eighteen) months (including machineries installation period)

Note: Maximum of 3 (three) months will be given for installation of weigh bridge, all other machineries complete and installation of real time monitoring system, including trial run. The agency to start the work of bio-mining physically within three months from the date of issue of Work Order, without which penal action will be taken against the selected agency.

1. Intending bidders may download the RfP document from the website <https://www.wbtenders.gov.in> or www.kmda.wb.gov.in from **08.09.2022 at 18:45 hours** onwards directly with the help of his/her Digital Signature Certificate and the Earnest Money should be deposited online either by Net Banking (through any Nationalized Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the system. Further details may be available at the office of the undersigned or from the KMDA website: www.kmda.wb.gov.in
2. The RfP is to be submitted in sealed covers (through online, duly digitally signed in the website <https://wbtenders.gov.in>, **before 07.10.2022 up to 18:55hours** using his/her Digital Signature Certificate (DSC)).

Corrigendum/addendum if any would be published on the website only.

Sd/-
Superintending Engineer (Civil)
Planning Circle
Sewerage, Drainage and Solid Waste Management Sector
Kolkata Metropolitan Development Authority

Copy forwarded for kind information and necessary action to:

1. The Chief Executive Officer, KMDA
2. The Director, State Urban Development Agency
3. The DG (SD&SWM), KMDA
4. The Chief Engineer, SD & SWM Sector, KMDA
5. The Chief Engineer, Water Supply Sector, KMDA
6. The Chief Engineer, Liquid Waste Management Sector, KMDA
7. The Chief Engineer, Housing Sector, KMDA,
8. The Chief Engineer, R&B Sector, KMDA
9. The Chief Engineer, E&AM Sector, KMDA
10. The Chief Engineer, PM&C Sector, KMDA
11. The Chief Engineer, EM Sector, KMDA
12. The Director of Finance, KMDA
13. The Superintending Engineer, North Circle, SD & SWM Sector, KMDA
14. The Superintending Engineer, South Circle, SD & SWM Sector, KMDA
15. The P.A. to the Principal Secretary, Urban Development & Municipal Affairs Department, Government of West Bengal
16. The Accounts Officer, SD & SWM Sector, KMDA
17. The Deputy Secretary, P.R.O., KMDA along with 4 (four) copies of the abridged e-RfP for publication in at least three leading daily News Papers of which at least two should have all India Circulation and uploading this RfP on KMDA website and Government of West Bengal website.
18. The Administrator, Bally Municipality
19. The Notice Board, Planning Circle, SD & SWM Sector, KMDA

Superintending Engineer (Civil)
Planning Circle
Sewerage, Drainage and Solid Waste Management Sector
Kolkata Metropolitan Development Authority

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URBAN DEVELOPMENT AND MUNICIPAL AFFAIRS DEPARTMENT

GOVERNMENT OF WEST BENGAL

e-RfP No.:08/SE(Plg)/SD&SWM/KMDA of 2022-2023 Dated: 06.09.2022

Memo No.: 32/SE(Plg)/SD&SWM/KMDA/W-125/22 Dated: 06.09.2022

DETAILED NOTICE INVITING REQUEST FOR PROPOSAL

1. Invitation: The Superintending Engineer, Planning Circle, Sewerage, Drainage and Solid Waste Management Sector, Kolkata Metropolitan Development Authority invites online e-Request for Proposal in two part system (Part-I Technical Bid and Part-II Financial Bid) from reliable, resourceful, bonafide and experienced firms/companies/Individual contractors/Joint Ventures/SPV, having experience and capability in executing projects of Solid Waste Management (SWM) work in any Government/Government Undertaking/Autonomous Bodies/Semi-Government/Statutory Bodies and Local Bodies, within the last 10 (Ten) years from the date of issuance of this Request for Proposal, the work of “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis”.

Name of the Works, EMD and time of completion are mentioned below:

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Note: Maximum of 3 (three) months will be given for installation of weigh bridge, all other machineries complete and installation of real time monitoring system, including trial run. The agency to start the work of bio-mining physically within three months from the date of issue of Work Order, without which penal action will be taken against the selected agency.

Corrigendum/addendum if any would be published on the website only.

Intending bidders may download the tender document from <https://wbtenders.gov.in> directly with the help of his/her Digital Signature Certificate and the Earnest Money should be deposited online either by Net Banking (through any Nationalized Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the system. Further details may be available at the office of the undersigned or from the KMDA website: www.kmda.gov.in.

2.0 General guidance for e-Tendering:

2.1 Instructions for electronic submission of the tenders:

Guidelines for e-submission of the tenders have been detailed for assisting the bidders to participate in e-tendering.

2.1.a. Registration of Bidders:

Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement system, through login onto <https://wbtenders.gov.in>. The Bidder is to click on the link (online Bidder Enrolment) for e-tendering site.

2.1.b. Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the Controller of Certifying Authority, Government of India (<http://cca.gov.in>) on payment of requisite amount. The bidder can search the tender and download RfP and other tender documents electronically from computer, once he/she logs onto the website <https://wbtenders.gov.in>. This is the only mode of collection of the tender documents. A prospective Bidder shall be allowed to participate in the job either in the capacity of the individual or as a partner of a firm. If it is found applied several in single job all his applications will be rejected for that job.

2.1.c. Site Visit and Verification of Information:

Bidders are advised to submit their respective bids after visiting the sites and ascertaining for themselves the quantity of waste lying at site, site condition, location, surroundings, climate, applicable laws, applicable permits and regulations and any other matter considered relevant by them. Further examine the participating municipal corporation of the project for waste management practices, existing infrastructure and its surrounding and ascertain themselves on all technical and other aspects necessary for preparing their proposal (bid) including carrying out necessary technical surveys, field investigation etc. at its own cost and risk. The applicants shall be deemed to have full knowledge of the site condition upon submitting the

proposal in response to this RFP. The bidders shall be responsible for all of the cost associated with the preparation of their bids and participation in the bidding process. KMDA will not be responsible or in any way liable for such cost, regardless of the conduct or outcome of the bidding process.

2.1.d. Submission of Tender:

(a) Pre-qualification/Technical Bid and Financial Bid both will have to be submitted online concurrently duly digitally signed in the website <https://wbtenders.gov.in>, before the prescribed date and time using his/her Digital Signature Certificate (DSC). Virus scanned and duly digitally signed copies of the documents are to be uploaded. The documents will get encrypted (transformed into non readable formats).

(b) Financial Bid of the prospective tenderer will be opened only if the tenderer qualifies in the Technical Bid. The decision of the Tender Inviting Authority (TIA) will be final and in no case challenge against such decision will be entertained.

2.2. In the event of e-filling, intending bidders may download the tender documents from the website: <https://wbtenders.gov.in> directly. Necessary earnest money should be paid in the form of Net Banking or RTGS/ NEFT from the e-Procurement portal of the Government of West Bengal - <https://wbtenders.gov.in>.

2.3. Tender documents may be downloaded from website and submission of the bid should be done strictly as per the stated time schedule.

2.4. Scanned Copy of PAN card, Professional Tax, Income Tax return for last three years, GST registration number, Valid Trade Licence, Last three years Audited balance sheet, Credentials, Work order, Completion Certificate, Payment Certificate, Valid ESI & PF registration certificates of the bidder must be submitted duly digitally signed at desired location in the website: <https://wbtenders.gov.in>.

2.5. Scanned Copy of one affidavit before notary shall have to be submitted mentioning the correctness of the documents and a declaration of a penalty/ debarment etc faced by him under any Government/Semi Government/Autonomous Body /Institution through online at desired location.

2.6. The reconstituted 'Project Evaluation cum Technical Committee', now renamed as 'State Level Task Force' on Solid Waste Management under Urban Development and Municipal Affairs Department will examine the Technical Bid and the Financial Bid to conduct an evaluation based on Quality and Cost Based Selection (QCBS) process. The decision of the 'State Level Task Force' committee will be final and absolute in this respect.

2.7. Small Scale Industrial units, participating in the tender shall have to deposit Earnest Money and if selected, Performance Security/Security Deposit as usual, as per Memo. No. 4245-F(Y) dated 28.05.2013 of the Finance Department, Government of West Bengal.

2.8 Time schedule and important information for downloading, uploading and opening of the Tender Documents:

No.	Item	Detailed time schedule
a)	Project Name	: Bio-mining of legacy waste and land reclamation of dumpsite utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis.
b)	Nodal Officer	: Chief Engineer Sewerage, Drainage and Solid Waste Management Sector Kolkata Metropolitan Development Authority 5 th Floor, Unnayan Bhavan, Salt Lake City, Kolkata – 700 091
c)	Earnest Money Deposit (EMD)	: 2% of the total project value. Initial EMD as per schedule to be deposited online either by Net Banking (through any Nationalised Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the portal- https://wbtenders.gov.in . In addition, the successful bidder has to submit the additional Earnest Money Deposit, i.e., balance of 2% of the Project Value, only through submitting Demand Draft from the bank Account of Firm/JV/SPV in favour of KMDA, payable at Kolkata, which will be converted to initial Security Deposit.
d)	Date & time of uploading (publishing) of e-RfP and other documents (online)	: 08.09.2022 at 18:30 hours
e)	Documents download starting date (Online)	: 08.09.2022 from 18:45 hours
f)	Last date for bidders/contractors/agencies to submit Supplementary Questions/Queries:	: 14.09.2022 up to 18:55hours Address for submission of queries: Given in tabular form elsewhere in this document. Note: All queries are needed to be submitted as per the format mentioned in Annexure 11 of this RfP through electronic-mail only in soft copy to the email address: seplanning.sdsww.kmda@gmail.com clearly super scribing the name of the project at the subject line.

No.	Item	Detailed time schedule
g)	Pre-bid meeting	15.09.2022 at 12:00 hours : Venue: Conference Hall, 3 rd Floor Unnayan Bhavan, Block- A, KMDA, Salt Lake City, Kolkata – 700 091.
h)	Issue of response (corrigendum, if any)	: 19.09.2022 after 11:00 hours [visit Govt. website: https://wbtenders.gov.in]
i)	Starting date & time for submission of tender through online	: 08.09.2022 from 18:55 hours
j)	Last date & time limit for submission of tender through online	: 07.10.2022 up to 18:55 hours
k)	Scheduled date & time for opening the Part-I tender document (Technical Bid)	: 11.10.2022 after 11:00 hours
l)	Presentation Date for only those bidders who have submitted their bid	: To be notified later through e-mail and/or in https://wbtenders.gov.in
m)	Date of uploading the List of technically qualified bidders (Online)	: To be notified later in https://wbtenders.gov.in
n)	Scheduled date & time for opening Part-II tender document (Financial Bid)	: To be notified later in https://wbtenders.gov.in
No financial information should be uploaded to the folder marked for technical bid.		

Tenders will be opened by the **Superintending Engineer, Planning Circle, Sewerage, Drainage and Solid Waste Management Sector, Kolkata Metropolitan Development Authority** or his authorized representative in presence of the tenderer or their authorized representatives who may like to be present.

3.0 KMDA reserves the right to,

1. *Accept any Bid;*
 2. *Reject any Bid;*
 3. *Annul the bidding process and reject all Bids;*
 4. *Annul the bidding process and commence a new process; and*
 5. *Waive irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bids from the Bidding Documents, at any time prior to the award of the Contract without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for KMDA's actions.*
- b. *Nothing in ITB is intended to permit KMDA to refuse to provide reasons for rejection to an unsuccessful Bidder.*

4.0 Background

Until seventies, there were few dumpsites exist in India. In previous days, households discard mostly the food waste, which went back to the soil along with stable wastes via compost pits. Urban population discards were collected by farmers, they converted it into composts and it was utilized in farming. With the introduction of plastic in the seventies the composition of city waste started changing and people started discarding plastic along with kitchen wastes. These plastics blanketed the fields and made them infertile, as less rain could enter and few seeds could germinate. Farmers stopped collecting urban mixed wastes and cities were left with an unexpected burden of heaps of thousands of tonnes of these mixed wastes. Initially most towns and cities in India started dumping all this unwanted waste outside the city limits, along roadsides etc. which were unsupervised and mostly the no-mans-land. Uncontrolled and continuous dumping of municipal solid waste lead to mountains of legacy wastes.

After three decades of negligence these open dumps have grown larger and higher, becoming point sources of pollution. Waste-rotting in these airless heaps produces leachate, a foul dark liquid that kills vegetation around dumps and irreversibly pollutes groundwater due to leachate generation. The heaps of garbage also produce methane (CH₄), a greenhouse gas that causes 21 times more global warming than carbon dioxide (CO₂). Besides, contaminating air quality, which further, worsens due to frequent fire incidences.

Hon'ble National Green Tribunal alarmed that due to incremental growth of Municipal Solid Waste (MSW), these solid waste dumps are converting into virtual mountains. Hon'ble National Green Tribunal further directed that every city/town should adhere to clause 'J' of Schedule-I of Solid Waste Management Rules, 2016 (S.O. 1357 (E), Notification, Ministry of Environment, Forest and Climate Change).

4.1. Treatment methodology of years-old legacy wastes:

The treatment & disposal of Legacy Municipal Solid Wastes will be done by Bio-remediation and Bio-mining. A total station survey or drone mapping of the landfill/dumping site must be done prior to start of the project to ascertain total volume of legacy waste. Bulk density and Dry Density of the legacy waste shall be determined by taking undisturbed sample (UDS) at a level of 5m, 10m, and 15m. Number of Bore Hole for collecting UDS shall not be less than 12 prior to the start of the work. It is suggested to ensure precursor study with history of the site, compositional analysis of waste. Site environment parameters such as baseline study of heavy metals in surface and subsurface soils and water, rainfall, soil type, surface hydrology, topography, wind direction, Air Quality, Water Quality and Soil quality etc. shall be studied before and after bio-mining. Following Guideline shall be followed for the bio-mining of legacy waste:

- i. CPCB Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste)
- ii. SWM Rule-2016
- iii. Solid Waste Management Manual by CPHEEO
- iv. Advisory on Landfill Reclamation by CPHEEO
- v. Any other Advisory / document issued by Govt. of India and / or Govt. of WB related to Bio-Mining and legacy waste and reclamation of land.

4.2. The Project:

- 4.2.1. The Kolkata Metropolitan Development Authority (KMDA) usually serves the Kolkata Metropolitan Area (KMA), the largest urban agglomeration in eastern India, having an area of 1886.67 sq. km., envelopes 41 ULBs and several Panchayets. Now, Govt of West Bengal has entrusted to KMDA to provide a range of quality urban services to other urban population too for the rest of the state of West Bengal. Apart from core urban infrastructure services such as drinking water, sewerage and drainage, solid waste management, road maintenance, street lighting, KMDA also provides different social sector services and development of slums and minority communities in the KMA area.
- 4.2.2. Kolkata Metropolitan Development Authority (“KMDA”) has been in the forefront in implementing reforms aiming at improved service delivery that is qualitative, reliable, and sustainable. Solid Waste Management (SWM) is the priority area of service delivery and KMDA has been making continued efforts in improving Solid waste management in Kolkata Metropolitan Area and surroundings for the past few years.
- 4.2.3. As per the mandate given by the Government of West Bengal KMDA has taken up the Bio-mining of legacy waste and land reclamation of dumpsite in Chandmari under Bally Municipality, West Bengal. A list consisting of name of ULB, location & area of dump sites, quantity of legacy waste is given hereunder.

District	Sl. No.	Name of the ULBs	Area covered with legacy waste within the dumpsite in acre (1 acre = 4046.856 sq. m.)	Location	Approx. Quantity of Legacy Waste in MT
Howrah	1.	Bally Municipality	5 acre (Approx)	Bally (22°38'12"N 88°20'4"E)	120000

The exact details regarding the quantum of Legacy Waste, Waste Characterization and Air & Water Quality at the dumpsites shall have to be measured and quantified by the selected bidders, before starting of their job. This should be checked, verified and vetted by the Engineer-in-Charge and the Request for Proposal Inviting Authority.

- 4.2.4. KMDA wants to engage Management operator for Bio mining and treatment of legacy waste located at the dumpsites, mentioned above, by a competitive bid process. The Operator is expected to install all the required plant and machineries of required capacity for bio mining of the existing legacy solid wastes and subsequently reclaim the land. Broadly, the Project involves the reduction of the unprocessed legacy mixed waste, but is not limited to excavating compacted mixed solid waste which underwent biological degradation, by using suitable Mechanical Sieving Machine or any other equipment and taking all the materials excavated, in the assigned land areas and retrieving, recoverable materials and segregating, sorting, selling, storing, diverting for recycling the excavated materials.

- 4.2.5. KMDA invites Technical and Financial Proposals from experienced firms to achieve the above-mentioned objective. The scope of work is detailed in following clauses.

5. **Scope of Work**

KMDA wants to engage Management operator for Bio mining of legacy waste located at Chandmari Dump Site under Bally Municipality. The Operator (**also referred as “Bidder”**) is expected to install plant and machinery of required capacity for bio-mining of the existing legacy solid waste and subsequently reclaim the land. Broadly, the Project involves the reduction and/ or removal of the unprocessed legacy mixed waste and land reclamation through bio-mining as per guidelines for disposal of legacy waste (old municipal solid waste) by CPCB, advisory on landfill reclamation by CPHEEO and SWM Rules, 2016, but is not limited to excavating compacted mixed solid waste which underwent biological degradation, by using bio-culture and suitable Mechanical Sieving Machine or any other equipment and taking all the materials excavated, in the assigned land area and retrieving, recoverable materials and segregating, sorting, selling, storing, diverting for recycling the excavated materials and final disposal of inert and/ or hazardous material if any.

The detailed scopes of works are specified as follows:

- The contractor shall submit detailed process design of processing units to be installed at site. Number of units (Trommel / Vibrating Screen etc) shall be designed based on quantity of waste to be processed, capacity of each unit and completion period. Rainy season (4 months) shall be deducted from completion period while determining no of processing units to be installed at site. The working hours shall not be more than 12 hours a day for design purpose.
- The operator shall survey thoroughly to determine the area of dumpsite, quantity of legacy waste, characterization of legacy waste and fresh waste to finalize the process flow chart and shall be approved by the EIC prior to start of execution.
- The contractor would be liable to bring in all equipment (such as trommel, excavators etc.), personnel and consumables (fuel etc.) at his cost.
- Removal of legacy waste and fresh waste (with a variation of up to approx. +/- 30%) dumped at the dumpsite through Bio-mining process within completion period and disposing the material retrieved from the legacy waste to the recycle/identified vendors without stocking them at site for not more than 60 days, including the cost of Electrical consumption, manpower, machineries, bio culture and required field arrangements and finally reclaiming the land occupied by the legacy waste to the useful purpose of Kolkata Metropolitan Development Authority/ULBs. It is further specified that not more than 10 (ten) percent inert disposal (out of the total quantum of legacy waste) at dumpsites shall be allowed.
- The contractor will set up his plant within or adjoining the dumpsite, depending on local conditions. The worksite should be clearly demarcated and fenced off with proper guarded entry and exit.

- The facility should be covered under 24 hours CCTV surveillance and there should be a mechanism for independently verifying trucks/dumpers entering and exiting the plant. There should also be a mechanism for independent assessment of the amount of waste entering the plant and amount of different fractions exiting the facility. The bidder shall make necessary material balance every week at processing facility and weekly report shall be submitted to the authority. These figures would be used for the purpose of payment to contractor.
- Setting up of a weighbridge of required capacity - for weighing as approved by Kolkata Metropolitan Development Authority for measurement of legacy waste to be processed and processed legacy waste. This weighing system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility and real time data transfer facility to the Central Control and Command Centre (C4). Data of weighing system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by KMDA officials and other competent authorities.
- The capacity and size of Weigh Bridge shall be designed considering maximum capacity and size of track carrying the segregated fraction of legacy waste. Capacity and length of Weigh Bridge shall not be less than 50 MT and 12 m Length.
- It would be the responsibility of the contractor to dispose of the different fractions (output from the plant) at his own cost.
- For setting up plant equipment and machineries no extra land beyond dumpsite area will be provided by KMDA/concerned ULB.

Conditions for Weigh Bridge and other scope of work

- (a) It shall be fully online electronic, automated system equipped with Automatic vehicle number plate detection and recognition and latest technology along with backup server facility. Data of weighing system shall be maintained properly for the entire contract period with backup server facility and real time data transfer facility to the Central Control and Command Center (C4) and shall be provided as & when required by KMDA officials and competent authority.
- (b) It shall have CCTV surveillance facility with real time data transfer to the Central Control and Command Center (C4) and storage of entire contract period. For CCTV surveillance High-Definition IP based cameras in adequate numbers (as directed by KMDA) shall be provided by the Operator.
- (c) CCTV Recordings of operation of weighing system shall be provided as and when required by KMDA officials and competent authorities.
- (d) All vehicles to be used for transporting waste and recyclable materials shall be provided with GPS tracker with real time data transfer facility to the Central Control and Command Center (C4) to enable them to track and monitor at any instant.

- (e) The operator shall develop an App compatible with android smart phone for real time monitoring and control of entire Bio-mining and land reclamation process.
- (f) All the data acquisition of weighing system comprising weighing of Solid Waste to be processed shall be done online on website <https://kmda.wb.gov.in/public> domain in view of the transparency of project operations. Dedicated connectivity for both KMDA users and citizens shall be provided by the Operator.
- (g) Any malfunctioning in operation of weighing system shall be the responsibility of the Operator.
- (h) In case any malfunction/technical problem in the functioning of weighing system; the same shall be rectified by the Operator within a period of 24 hrs. During this period of failure, weighing of solid waste shall be carried out at private weighbridge located outside which shall be approved by KMDA at the Operator's cost and no additional charges shall be paid by KMDA.
- (i) The agency shall take the weight of input legacy waste after completion of booming work and before processing into trammel. Moisture content of the input waste shall not be more than 25%. Moisture content shall be tested as per the procedure laid down in this document for output waste. Also weight of the different fraction going out from the site shall be taken and materials balance shall be (input waste and output fractions) shall be done and need to be submitted along with the bill. Also, the agency shall submit proper end user certificate / co-processing certificate from valid end user of different fractions along with bills.

(As per the guideline for Extended Producer Responsibility (EPR) for processing of plastic issued on 16.02.2022 (GSR-133), all the EPRs have to take online approval from Pollution Control Board. No certificate regarding this, shall be issued from any other Department/Agency).

- (j) The design of architecture and establishment of Central Control and Command Center (C4) at Kolkata is within the scope of work of the bidder. Also, bidders shall have to design their monitoring and command center at project site in such a way that all data of each project site for entire project duration shall be stored and can be retrieved at any time. Also, the system shall be designed to integrate with C4 at Kolkata for transferring real time data, monitor and control. The communication Protocol, band width etc. shall be provided to the bidder at appropriate time.
- The contractor would also be required to maintain all safety equipment on site and be responsible for the safety of all workmen at site.
 - In any cases inert materials shall not be more than 10%. The inert materials may be disposed of within 10% area of dumpsite as per the CPCB Guidelines for disposal of Legacy Waste/advisory on landfill reclamation issued by the CPHEEO/Solid Waste Management Rules, 2016. In those cases, where this is not feasible or not permissible to dispose of within the dump site, it is the

responsibility of the bidder to dispose of the same safely outside the dump area at his own cost and risk

- Disposal of the recovered material from the legacy waste to the identified vendors without stocking them at site for not more 60 days. List of certain vendors are available in the web site of WBPCB. Bidder may find other vendors with prior approval of the authority.
- The Operator shall disintegrate the legacy waste for Bio mining process using the required Bio culture.
- The Operator shall execute the bio mining process to the legacy waste in complete adherence to the rules and regulation of the West Bengal Pollution Control Board (WBPCB), CPCB Guidelines for Disposal of Legacy Waste, CPHEEO advisory on landfill reclamation, SWM Rules, 2016, Guidelines on Usage of Refuse Derived Fuel in Various Industries by CPHEEO, and all other applicable rules and regulations.
- The bidder should use methods and processes to stabilize of the open dumpsite, control of foul odor and other such eco-friendly and nonpolluting processes for minimizing the impact of the bio mining activity in the adjacent areas of the dumpsite.
- The bidder should use methods and processes to excavating the soil which lost its stability due to legacy waste dumping with necessary dewatering works in the portion of the land earmarked and segregate the excavated legacy waste in the land portion earmarked, into as many kinds and categories as possible.
- Selling, diverting for recycling, marketing and recycling the excavated materials within 60 (sixty days) of segregation, without any accumulation in the storage facility at the project site will be the responsibility of the bidder.
- The Operator should provide all necessary facilities and arrangements for extraction or removal of any type of gases from the legacy waste, if any, before bio-mining, strictly in adherence to the Solid Waste Management Rules, 2016 and other statutory guidelines issued by the Government.
- All work should be done as per the Guidelines for disposal of Legacy Waste (Old Municipal Solid Waste) published by CPCB in February' 2019. In conjunction, the agency should comply with the advisory on landfill reclamation issued by CPHEEO and Guidelines on Usage of Refuse Derived Fuel in Various Industries by CPHEEO.
- Creation and maintenance of infrastructure, facilities and amenities at Bidder's risk and cost, for sieving the excavated legacy waste and storing the segregated materials before selling/taking out them from the project site.

- The bidder shall Construct office room facilities for the Project, make necessary arrangement for water supply and power supply at the site.
- The bidder shall carry out the entire project work in accordance with the detailed plan of action submitted by bidder.
- The Bidder should conduct a Drone Survey at their own cost. Initial and final contour level survey for determination of volume of waste has also to be done by the bidder at their own cost.
- The Operator is required to submit the action plan for bio mining operations during monsoon season and during emergencies.
- Deployment of necessary manpower, materials, equipment, tools and construction of plants and sheds and creation of facilities for handling, separating, segregating, storing and weighing facilities for the operation of the plant and using only covered body vehicles for the transportation of materials taken out not limited o
- Installation of trommel of required sieve sizes, shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys.
- Engaging chain dozer/Excavator and loosening the legacy waste.
- Spraying the bio culture over the loosened partially degraded legacy waste and to stabilize the same.
- Spraying deodorizer over the waste as required controlling odor.
- Shifting and loading of the legacy waste into the hopper and segregating the materials size wise and type wise by engaging the manpower on both sides of conveyors with proper safety precautions.
- Processing the legacy waste on everyday basis and segregating the recyclables material and the enriched soil, debris like stone etc. Shredding of the remaining non saleable RDF material with plastic etc. which has the calorific value of at least 1500kcal/kg and converting them to RDF.
- Windrow making of partially degraded wastes for stabilization
- The material collected shall be disposed of by engaging tipper Lorries to the vendors who have identified and made agreement to get the designated recyclable material. List of vendors are available in the website of WBPCB, the bidder may utilize the same for utilization of recyclable materials. The bidder may also provide their own tipper lorries but those should be registered in the KMDA system.

- Other wastes like Hazardous Waste, E-Waste; Bio-medical Waste and Construction & Demolition Waste shall be managed by the Operator as per the guidelines under the relevant rules & regulations as amended from time to time.
- Monitoring and recording all the activities to account for the quantity and quality of recovered materials.
- Create all facilities and make arrangements for controlling the emission, pollution and contamination of the environment including but not limited to control of dust, odour, air quality, water quality and noise pollution.
- The Bidder shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
- Setting up of provision for safe leachate collection, storage, reuse and recirculation and treatment within the dump yard. Onsite treatment, if possible, shall be done by the bidder. Otherwise the leachate to be safely disposed by the bidder to the nearest Sewerage Treatment Plant (STP) for further treatment.
- Operator should provide sufficient machineries/equipment to clear the dumpsite as per the timelines mentioned in this tender document.
- Providing security arrangement for the plan project site, machineries, equipment etc.
- The contractor shall submit the specifications and the drawings showing the proposed works and Temporary Works as required to the Employer, who is to approve them if they comply with the Specifications and Drawings.
- The Operator shall be responsible for the design of the Works and it needs to be approved by KMDA authorities.
- KMDA's approval shall not alter the Operator's responsibility for design of all the project's work including Temporary Works.
- The Operator shall obtain approval of third parties for the design of the temporary works where required. "Third party" here refers to any other external/specialized agencies hired for/engaged by the bidder for implementing a temporary work.
- The Operator shall submit the working Drawings for all the works under the contract as applicable or required.
- All Drawings including prepared by the Operator for the execution of the permanent or temporary Works, are subject to prior approval by the Employer before their use.
- The Operator shall be responsible for the safety of all activities on the Site.

- Anything of historical, anthropological, geological or other interest or of significant value unexpectedly discovered on the Site is the property of KMDA. The Operator is to notify KMDA of such discoveries and carry out the KMDA's instructions for dealing with them.
- The Operator shall allow any person authorized by the KMDA to access the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
- The Operator shall carry out all instructions of the KMDA which comply with the applicable laws where the Site is located.
- Carry out the work in accordance with the provisions of the Solid Waste Management Rules, 2016, amended from time to time and all other applicable rules & regulations at the cost of the Bidder.
- Obtaining all required clearances from all statutory authorities at the cost of the Bidder.
- The Bidder shall be responsible for the electrical energy consumption process and the Bidder shall be responsible for the electrical cost during installation stage and Operation stage for the entire project tenure.
- The Bidder shall be responsible for the payment towards fleet management in order to dispose the material recovered from the legacy waste.
- The compost/ good earth recovered shall be weighed and thereafter the Operator is free to sell it.
- The Bidder shall scientifically dispose the inert not exceeding 10 (ten) percent of the total quantum of legacy waste at the location specified by KMDA in accordance with provisions of the Solid Waste Management Rules, 2016, amended from time to time and all other applicable rules & regulations. All transportation cost has to be borne by the bidder.
- The bidder has to transport the segregated output to the processing plant at its own cost.
- The land shall be reclaimed to its original state prior to dumping of waste i.e., all the legacy waste must be removed till it reaches the surface of the original land as per the official map/records.
- The Bidder shall maintain a record of the daily processed legacy waste measured in the Weigh Bridge. The Operator shall also keep proper record of the all the legacy waste recovered and disposed of. The Bidder shall prepare all periodical

reports, applicable to the Projects, as may be required by Lenders, other stakeholders or the State Government etc. on behalf of Kolkata Metropolitan Development Authority.

- The bidder has to take up the work from multiple sites at the Different legacy waste Dumping ground.

- The Bidder has to carry out contour survey every month for monitoring volumetric reduction of existing dump and contour survey reports shall be submitted along with every monthly bill clearly showing monthly volumetric reduction of existing legacy waste.

6. Obligation of the bidder

- Prior to the start of project operations, the Bidder shall be responsible for obtaining all statutory clearances, permission, licenses, and authorizations necessary for the Project at their own cost and Kolkata Metropolitan Development Authority shall provide the assistance accordingly.

- The Bidder shall make the necessary changes in the work plan and finalize it as per discussions with KMDA.

- Construction and erection of the plant and creation of other allied facilities shall be completed within 3 months from the receipt of Letter of Acceptance/Work Order. This shall include the mobilization period and time period required for getting necessary statutory clearances/permissions. After completion of construction and erection of the plant, operation of the plant shall commence which shall be considered as Commercial Operation Date (COD) of the project.

- The Bidder shall set up & operate treatment plant for effluents etc. if required, within the limit of dump yard only. All the facilities required by applicable law and to meet scope & conditions of this contract shall be set up by the Operator.

- It is the sole responsibility of the Bidder to dispose of the rejects/inert generated during the process. Byproducts from such processing viz. recyclables, gas, energy etc. shall be the property of the Operator. It is expected that e-waste, hazardous waste and recyclables such as the plastic, glass, metal etc. does not anyway form the part of inert waste.

- The inert waste disposal plan shall also be proposed by the Bidder which shall include identification of an inert waste disposal area outside the dumpsites. Inert for Operator would mean **non- biodegradable, non-recyclable and non-combustible fraction.**

- The Bidder has to obtain all required permissions/NOCs (Consent to Establish, Consent to Operate etc.) from various authorities like West Bengal Pollution Control Board (WBPCB), in order to process existing Solid Waste dumped at various

dumpsite across West Bengal. KMDA may assist the Operator in obtaining these permissions and provide requisite NOCs wherever required without any delays.

- The Bidder shall process the legacy waste on a daily basis and the final archive shall not be kept for more than 60 days within the Project Site.
- The Bidder shall ensure that all the aspects of project and process employed, for Bio-mining thereof shall confirm with the laws pertaining to environment, health and safety aspects including rules such as Solid Waste Rules, 2016, policies and guidelines related thereto. The aspects relating to employee and worker safety, control mechanisms of litter, pest, fire, surface runoffs etc., needs to be followed.
- The Bidder shall hand over all the assets and take back machines/ equipment in connection to this project at the end of the project period at their own cost.
- The bidder shall dispose of all the fractions obtained from booming of legacy waste. RDF need to be disposed off regularly. No excuse for disposal of RDF shall be allowed.
- Arrangement of water and electricity required for the project shall be the responsibility of the Bidder at their own cost. KMDA shall provide assistance in this regard. However, the cost of usage shall be paid by the Operator as per actual based on appropriate meter readings from the meters installed.
- The Bidder shall not be permitted to use the municipal land at any point of time of contract to mortgage (or) to be used as a security for mobilizing finance for this purpose (or) any other purpose.
- The agency is to submit the progress report to KMDA on daily, monthly and quarterly basis. The monthly and quarterly reports shall be submitted within 7 (seven) days of the subsequent month and quarter respectively.
- Environmental Standards: -
- ✓ The Operator has to follow the Environmental Standards and Guidelines as mentioned below: Frequency of Environmental parameter like Air Quality Monitoring, Water (Ground and Surface) Quality Monitoring, Odour Monitoring, Noise Monitoring shall be one month.
 - (i) Air Quality Monitoring: As per Solid Waste Management Rules, 2016 or amendments thereafter with respect to baseline site parameters.
 - (ii) Noise Monitoring: As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
 - (iii) Leachate Treatment must be made as per Solid Waste Management Rules, 2016 or amendments thereafter with respect to baseline site parameters.

- (iv) Odour Monitoring: As per Central Pollution Control Board guidelines, odour pollution & its control or amendments thereafter with respect to baseline site parameters.
 - (v) Water Quality Monitoring: As per Solid Waste Management Rules, 2016 or amendments thereafter with respect to baseline site parameters.
 - (vi) Aggregate Disposal: As per Solid Waste Management Rules, 2016 or amendments thereafter with respect to baseline site parameters.
 - (vii) **Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste)** published by the **Central Pollution Control Board (Ministry of Environment, Forest and Climate Change, Government of India), Parivesh Bhawan, CBD cum Office Complex, East Arjun Nagar, Shahdara, Delhi – 110 032 in February, 2019.**
 - a. The Operator has to make all the necessary arrangement for 24x7 real time monitoring of environmental standards to the extent possible.
 - b. The Operator may appoint a Professional Consultant/Company approved by the Ministry of Environment Forest and Climate Change/NABET to achieve these standards.
- The Operator shall segregate any Hazardous waste [as defined in Hazardous and other waste (Management and Trans- Boundary movement) Rules 2016, existing inside the site and separately earmarked. It is the responsibility of the bidder to dispose of the same at WBPCB's approved sites in accordance with Hazardous and other waste (Management and Trans- Boundary movement) Rules 2016 or amendments thereafter.
 - It is the sole responsibility of the operator to abate the odour and fire nuisance on site. The Operator has to use enzyme/herbal-based products which shall help to abate the odour and fly's nuisance. Necessary fire fighting vehicles shall be arranged to abate the fire nuisance. All cost regarding firefighting has to be borne by the bidder. However, in case of major fire incidence, KMDA may assist by providing fire fighting vehicles according to availability at that time. Necessary safety gears shall be provided by the operator to all staff working as per the good industry practice.
 - Necessary testing as per latest CPCB guideline, CPHEEO advisory and solid waste management rules shall be done by the operator. Permissible values shall be as per relevant IS standard/CPCB Guideline/CPHEEO advisory/Solid Waste Management rules. Lab set up cost/Testing Cost has to be borne by the bidder.
 - The Operator shall ensure that material which is to be transported for disposal after scientific processing is not dumped at the Dumping Ground. They can make necessary arrangement like fencing or any other suitable arrangement as directed by KMDA authority to prevent such events.

- The bidder should consider the revenue generated by selling any recoverable material at the time of bidding.
- Provision for building ancillary facilities: In case the Operator is required to set up ancillary facilities at site like Fuel storage, DG set etc., KMDA may assist the Operator in getting the same installed at site for period of contract only. However, necessary permissions required are to be obtained by the Operator at his cost. All handling of explosives, including storage, transport shall be carried out under the rules approved by the “Explosives Department of the Government”. DG set may be required in case of electricity failure to maintain the minimum service and amenities.
- **Quality Control**
 - (a) Identifying defects: KMDA shall check the Operator’s work and notify the Operator of any Defects that are found. Such checking shall not affect the Operator's responsibilities. KMDA may instruct the Operator to search for a Defect and to uncover and test any work that the Employer considers may have a Defect
 - (b) Tests: If the Employer instructs the Operator to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.
 - (c) Uncorrected defects: If the Operator has not corrected a Defect within the time specified by KMDA, appropriate penalty has to be paid by the Operator as indicated in the document elsewhere.

7. Role of Kolkata Metropolitan Development Authority and ULB:

A. Role of KMDA

- KMDA shall handover the dumpsite to the Operator as per the approved Work Plan. After completion of contract period (extended period as the case may be), within 1 month, the bidder has to remove the plant, machineries, equipment from the site and clear the area. There will be no lease of land to the operator nor is he permitted to raise money mortgaging the land. Operator can use the land for the purpose of this project only till contract period or termination of contract whichever is earlier.
- KMDA/ULB may provide water tanker at site against charges.
- The municipal body which uses the dumpsite would hand over possession of the site to the contractor, irrespective of the title of the land to enable him to set up the plant and process the waste.
- KMDA shall approve the process flow sheet, Work Plan submitted by the Operator within a period of 21 days from the date of submission.

- If additional land is required for future expansion of the processing plant, the Operator shall use the land which is recovered (up to a maximum of 10%) with prior approval of KMDA.
- The Operator shall, in consultation with KMDA, earmark an area within the dumpsite for deposition of fresh solid waste as and when deemed necessary by KMDA. All Fresh Solid Waste shall be dumped in the designated dumpsite only at designated locations based on discussions and plan layout discussed between the Bidder and KMDA. The Bidder shall not be forced to process the fresh waste as and when it is dumped. Processing of fresh waste is beyond the bidder's scope. However, it would be responsibility of the Bidder to accept processing of fresh waste when it has considerably decomposed and can be called as legacy waste at the end of the contract period or any time deemed fit. Such a quantity can be further deemed as a part of this Contract quantity. However, there shall be no revision in price quoted by the successful bidder.
- KMDA may facilitate all forms of support to the successful bidder for obtaining certification/statutory clearances required for accessing water, electricity and other utility services.

B. Role of ULB

- a) The Municipal Corporation/ ULB shall provide and hand over an encroachment free legacy waste dump site of required area.
- b) Municipal Corporation/ ULB shall also provide approach road, Water Connection, Street Lighting up to the outside of boundary line of legacy waste dumping site.
- c) Municipal Corporation/the ULB shall make arrangement for collecting, transporting and dumping of their daily fresh solid waste at a separate place may be within the dump site, but in no way the fresh waste be allowed to mix with the legacy waste.
- d). Municipal Corporation/the ULB should not dump Septic tank Sludge in the vicinity where legacy waste processing works are being/ will be carried out.
- e) Provide assistance to the agency towards getting any types of clearance/ NOC or electric / water connections etc.
- f) Municipal Corporation/the ULB will also ensure whether operations in the legacy waste plant are going on as per SOP mentioned in the Agreement and as per relevant guidelines in the SWM Rule 2016, PWM Rule 2016, and Directives of Hon'ble NGT and CPCB/ WBPCB and CPHEEO guideline enforced time to time.

Since payment to the Agency is based on Tipping fee, per Ton of the legacy waste processed, it is absolutely mandatory on the part of Municipality to verify and authenticate on the body of each bill so generated and scientifically disposed of from

site.ULB shall certify the quantity of legacy waste processed and different fractions (Inert, Good earth & RDF) disposed off from site.

- i) Daily supervision of site work, measurement records of work done, preparation/checking of Bills raised/submitted by agency.
- ii) Recording of all relevant documents specially processed materials and disposal details.

8. Eligibility Criteria

8.0 FINANCIAL STATEMENT

BID CAPACITY OF BIDDERS TO BE ASSESSED ACCORDING TO THE FINANCIAL DECLARATION FURNISHED BY THEM AS FOLLOWS:

Name of Applicant: _____

Information of audited financial statements for the last year to demonstrate the current soundness of the the

- 1) The Bidder’s Net worth for the last year calculated as the difference between total assets and total liabilities should be Positive.
- 2) Bidder, who meet the bid capacity criteria, will be qualified for further evaluation only if their available bid capacity at the expected time of bidding is 1.2 times more than the total estimated cost of the works. The available bid capacity will be calculated as under.

Assessed Available Bid Capacity = $(A \times N \times 2 - B) =$ _____

Where,

A = Maximum value of engineering works in respect of projects executed in any one year during the last five years (updated to the price level of the year indicated in table below under note) taking into account the completed as well works in progress. The projects include turnkey project / Item rate contract / Construction works.

N = Number of year(i.e. _____ year) prescribed for completion of works for which Bids are invited.

B = Financial Liability of the bidder to be incurred for existing commitments and on-going works during the period of the subject contract.

Bidder’s financial position:-

To calculate the value of ‘A’

i) A table containing value of Engineering Works in respect to Project (Turnkey project / Item rate contract / Construction works) undertaken by the Bidder during the last 5 years is as follows: -

Sl No.	Financial year	Value of Engineering Works	Updation factor	Value updated to the price level of the year
--------	----------------	----------------------------	-----------------	----------------------------------------------

		undertaken w.r.f. Project (Rs. in Crores)		
1	2	3	4	5 = Col 3 X Col 4
1.	(2020-2021) Year-1		1.00	
2.	(2019-2020) Year-2		1.05	
3.	(2018-2019) Year-3		1.10	
4.	(2017-2018) Year-4		1.15	
5.	(2016-2017) Year-5		1.20	

ii) Maximum value of projects that have been undertaken during F.Y. _____ out of the last 5 years and value thereof is Rs. _____ Crore. (Rupees _____).

iii) Net worth for the last year (2018 – 2019) is (Rs. in figure) _____

..... Signature, name and designation of Authorized Signatory For and on behalf of (Name of the Applicant) Name of the Statutory Auditor's Firm Seal of the audit firm. (Signature, name and designation and Membership No. of authorized signatory)
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To calculate the value of 'B'

A table containing value of all the existing commitments and on-going workings to be completed during the next ___ years (prescribed time for completion of the works for which Bids are invited) is as follows:

Sl no.	Name of Work / Project	Name of the Employer	Percentage of participation of Bidder in the Project	Stipulated period of completion as per Agreement / LOA with the start date	Value of contract as per Agreement / LOA	value of work completed	Balance value of work to be completed	Anticipated date of completion	Financial liability to incurred for the said work / project during the period of the subject contract
1	2	3	4	5	6	7	8	9	10

.....
Signature, name and designation of Authorised Signatory

For and on behalf of..... (Name of the Applicant)

Note.

- 1) All the documents to be submitted in support of the bidders claim must be duly signed and sealed by the applicant / bidder and authenticated by statutory Auditor's Firm.

- 2) Financial Year 2020-2021 will be considered as year – 1.

Form – II B

This is to certify that we have verified the consolidated financial statement of _____ (Name of the Firm in which application is made) having its Registered Office at _____ (address of the Firm). Based on our examination of Books and Records and other documentary evidences we certify that the financial data of the company given in the balance sheets are detailed hereunder for the Financial year(s) as mentioned below are true and correct

Sl No	Description	Financial Data for the last 5 audited Financial Years.				
		(2016–2017)	(2017–2018)	(2018–2019)	(2019–2020)	(2020–2021)
1.	Net Worth (Calculated on the basis of capital, profit and free reserve available to the firm should be positive)					
2.	Working Capital					
3.	Annual Turnover					

(Civil Construction Work)						
---------------------------------	--	--	--	--	--	--

Available Liquid Assets (2020-2021 FY):

1. Working Capital = Rs _____
 2. Uncommitted Bank Guarantees = Rs _____
 3. Credit facilities = Rs _____
- (Certificate to be submitted in Form II C)**

Total Liquid Assets = Rs _____

<p>.....</p> <p>...</p> <p>Name of the Statutory Auditor's Firm/ Chartered Accountant</p> <p>Firm</p> <p>Signature:-</p> <p>Seal of the Audit/Chartered Accountant Firm:</p> <p>Name :-</p> <p>Membership No.:-</p> <p>Date of Birth :-)</p>	<p>.....</p> <p>Signature, name and designation of Authorised Signatory</p> <p>For and on behalf of</p> <p>..... (Name of the Applicant)</p>
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N.B :- THIS FORM (i.e FORM-II B) MUST BE MADE IN THE LETTER HEAD OF THE AUDITOR'S/ CHARTERED ACCOUNTANT FIRM, CLEARLY MENTIONING THE ADDRESS AND CONTACT NUMBER OF THE FIRM & DATE OF BIRTH OF THE CHARTERED ACCOUNTANT ISSUING THE CERTIFICATE.

FORM-II C

(Format for Credit Facility issued by the bank which is authorised to conduct Government business in West Bengal by Reserve Bank of India as notified by State Government from time to time and any other Bank which has been authorised by the State Government)

Certified that we hereby undertake to declare that a Credit Facility of Rsshall be provided to the agency (name of the agency) for the execution of the work(name of the work)..... (vide eNIT No- _____) if awarded by the competent authority/ Tender Inviting Authority.

Signature of the Bank Authority
Designation:
Code No-

Counter Signed by the intending Bidder

8.1. Minimum Eligibility Criteria

A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a SPV / JV. For an applicant / bidder can submit the Bid either individually or form a SPV / JV.

The bidder needs to fulfil the following requirements to qualify for the Technical Evaluation Stage:

Sl. No.	Criteria	Document required
1.	The Bidder should be an enterprise firm incorporated in India and operating for at least last five complete Financial Years	<ul style="list-style-type: none"> • Certificate of Incorporation in case of company along with Articles of Association and Memorandum of Association and Certificate of Enlistment / Trade License. • In case of Partnership firm, the bidder needs to submit copy of Registered Deed of Partnership and Certificate of Enlistment / Trade License • In case of Sole Proprietorship bidder needs to submit Certificate of Enlistment / Trade License. <p>In case of SPV / JV the Lead member should be incorporated in India and operating for at least last five complete Financial Years. The Lead member should have a stake of 51% and JV / SPV will be held responsible in all respect for execution of the mentioned work. The Lead partner of the SPV / JV can submit their bid only after constituting Special Purpose Vehicle (SPV) or JV with other partners. Minimum share of any member of SPV/ JV shall not be less than 10%. The lead partner shall have full financial capability and minimum 50 % of Technical capability as mentioned in the tender as per Finance Department order. The other JV Partners shall have full Technical Capability as per Finance Department order.</p>
2.	The bidder should have completed at least 1 (one) work related to bioremediation and biomining of legacy wastes at any dumpsite/processing of fresh solid waste through city compost plants/ bio-gas plants/waste stabilization and bioremediation projects/operated and or maintained any regional or integrated solid waste management project/processing of any kind of Hazardous waste etc. during the last Ten years having a capacity of	<p>Bidders Kindly Note:</p> <ul style="list-style-type: none"> • Credential Certificate issued by the Executive Engineer or equivalent or competent authority of a State/Central Government, State Central Government undertaking, Statutory/ Autonomous bodies constituted by the Central/State stature, on the completed /commissioned work will be taken as credential. • Credentials for Completed/Commissioned projects should be submitted as per the enclosed format, given in Annexure 4.

Sl. No.	Criteria	Document required
	<p>minimum 40% of the quantity or 40% of the amount as mentioned hereunder or must have completed multiple works of similar nature (more than one) having capacity of minimum 30% of the quantity or 30% of the amount as specified in each work in India or must have completed either removal or processing of minimum 80% of a single running work of similar nature in India and quantity of waste shall not be less than 40% of the quantity as specified in each work or amount of work done shall not be less than 40% of the amount as mentioned hereunder.</p> <p>Credential of fresh waste processing shall be considered having executed fresh waste processing plant of capacity 350 TPD.</p>	<ul style="list-style-type: none"> • Necessary Work Order, Agreements and Completion/Successful Commission Certificate should be submitted along with the technical bid. If Credentials are not submitted as per Annexure 4 it won't be considered for evaluation. • Credentials for Completed/Commissioned project will be considered for evaluation. • Credentials for bidder working as sub-contractors will not be considered for evaluation. If the projects have been executed as Joint Venture, then proper legal documents should be submitted mentioning the bidder was a partner of the venture and not a sub – contractor. <p>In case of SPV / JV any member of the SPV / JV should have completed at least 1 (one) work related to bioremediation and biomining of legacy wastes at any dumpsite/ processing of solid waste through city compost plants/ bio-gas plants/ waste stabilization and bioremediation projects/operated and or maintained any regional or integrated solid waste management project/processing of any kind of Hazardous waste etc. during the last Ten years having a capacity of minimum 40% of the quantity or 40% of the amount as mentioned hereunder or must have completed multiple works of similar nature (more than one) having capacity of minimum 30% of the quantity or 30% of the amount as mentioned hereunder or must have completed either removal or processing of minimum 80% of a single running work of similar nature in India and quantity of waste shall not be less than 40% of the quantity as specified in each work or amount of work done shall not be less than 40% of the amount as mentioned hereunder.</p> <p>In case of SPV / JV The lead partner shall have full financial capability and minimum 50 % of Technical capability as mentioned in the tender as per Finance Department order. The other JV Partners shall have full Technical Capability as per Finance Department order.</p>
3.	Power of Attorney for mentioning authorized signatories	<p>A Registered Power of Attorney issued on Non- Judicial Paper.</p> <p>Or.</p> <p>A company Board Resolution mentioning the names of the authorized signatories.</p>

Sl. No.	Criteria	Document required
		In case of SPV/ JV all the members should submit a power of attorney mentioning the Lead member as the authorized signatory for this tender.
4.	Any debarred or blacklisted agency shall not be allowed to participate.	An undertaking on Non-Judicial Stamp Paper stating the same, dated on or after the ‘RfP download starting date (online)’ as mentioned herein, must be submitted as per Annexure 6: Understating stating the Bidder is Not Blacklisted, debarred or terminated due to unsatisfactory performance or Bankruptcy. In case of SPV / JV, all members should submit the undertaking.
5.	Valid Scanned Copies of the following documents	(i) Trade License/Certificate of Enlistment, (ii) PAN Card, (iii) Professional Tax Registration Certificate, (iv) Goods and Service Tax (GST) registration certificate mentioning the 15-digit Goods and Service Tax Payer Identification Number under the GST Act 2017, (v) Income Tax Return Certificate for the last three Financial Years, Bidder should note: In Case any document is not required in any particular state/country the bidder should provide an undertaking on its company letterhead duly signed by the authorized signatories mentioning it is not applicable in that particular state for its business. In case of SPV / JV, all members should submit the required documents.
6.	The Bidder should have an minimum average Annual Turnover of Rs. 3.00 Cr	Copies of Balance Sheets and Profit & Loss Statements endorsed by any Statutory Auditor of the bidder for the last 3 financial years (FY 2018-19, FY 2019-20 and 2020-2021). However, the bidder may submit the year’s balanced sheet and statement of profit and loss, through certification by any Chartered Account (CA) firm. If so, the successful or winning bidder then will have to submit the same for the last financial year, through certification from any Statutory Auditor only, before signing the contract. In case of SPV / JV the Lead member should have average Annual Turnover as mentioned.
7	The Bidder should have minimum Net worth of Rs. 2.40 Cr	Copy of the Certificate issued from a certified Chartered Accountant, not older than six (6) months from the date of submission of this RFP document. In case of SPV/ JV, all the members in combined or

Sl. No.	Criteria	Document required
		Lead member of the SPV / JV/ JV should meet this criterion.
8	The bidder should have a Registered Office in India	Documentary Proof of having a registered office in India. In case of SPV / JV the Lead member should submit Documentary Proof of having a registered office in India.
9	GST Certificate	GST Certificate In case of SPV / JV, the Lead member and all other members should submit the GST Certificate.
10	Professional Tax Registration Certificate	Professional Tax Registration Certificate In case of SPV / JV, the Lead member and all other members should submit the Professional Tax Registration Certificate.
11	Income Tax Return Certificates for the last three Financial Year	Income Tax Return Certificates for the last 3 financial years.(FY 2018-19, FY 2019-20and 2020-2021) In case of SPV / JV the Lead member and all other members should submit Income Tax Return Certificates for the last 3 financial years.
12	Trade License	Valid Trade License In case of SPV / JV, the Lead member and all other member should submit the Trade License.
13	PAN Card	PAN Card In case of SPV / JV, the Lead member and all other member should submit the PAN Card
14	Covering Letter as per Annexure 1 & Annexure 2 general information of the bidder,	Duly signed Annexure 1 & 2a/2b (As applicable) In case of SPV / JV the Lead member should submit the Annexures on their JV / SPV letterhead.
15	Initial Implementation & Operation Plan (IIOP) including Process flow sheet, Approach and Methodology	Initial Implementation & Operation Plan (IIOP) for this project as per Annexure 10. Process flow sheet, Approach and Methodology shall be submitted by the bidder.

Bidder should note:

- (a) The bidder should clearly mention at Annexure 4, whether he will be evaluated for minimum eligibility criteria based on quantity as specified or amount as mentioned hereunder.

- (b) In Case any document is not required in any particular state the bidder should provide an undertaking on its company letterhead duly signed by the authorized signatories mentioning it is not applicable in that particular state for its business.

The bidder should have the credential:

Sl. No.	Pkg. No.	Name of the ULBs	Approximate Quantity of Legacy Waste in MT	The bidder should have completed any SWM work related to bioremediation and biomining of legacy wastes at any dumpsite/processing of solid waste through city compost plants/bio-gas plants/ waste stabilization and bioremediation projects operated and maintained by any regional or integrated solid waste management project/processing of any kind of Hazardous waste etc. during the last ten years having a capacity of minimum					
				1 (one) completed work of		Completed multiple works of (more than one)		Completed 80% of any single running SWM work of similar nature of	
				Quantity (MT)	Amount (₹)	Quantity (MT)	Amount (₹)	Quantity (MT)	Amount (₹)
1.	(1)	Bally	120000.00	48000.00	₹3,16,80,000.00	36000.00	₹ 2,37,60,000.00	48000.00	₹3,16,80,000.00

Criteria for SPV / JV Bids:

- SPV / JV is allowed as per the rules and regulations of Government of India, subject to a maximum of 3 members. A SPV / JV bid will be considered in the name of the SPV / JV Company. A registered agreement (named as SPV / JV Agreement) signed by all the members should be furnished along with the bid.
- All members of the SPV / JV should have joint and several liabilities for execution of the project. The SPV / JV should share copy of the work sharing bipartite/tripartite (depending upon the number of SPV / JV members) agreement, clearly specifying work share of each SPV / JV member, along with the technical bid, dated on or after the RfP download starting date.
- It should be stated in the SPV / JV Agreement the name of the Lead member. Minimum share of any member of SPV/ JV shall not be less than 10%. The lead partner shall have full financial capability and minimum 50 % of Technical capability as mentioned in the tender as per Finance Department order. Any one of the other JV Partners shall have full Technical Capability as per Finance Department order. The JV / SPV Company shall be responsible in all matters related to the project. The percentage stake of other members should also be stated in the SPV / JV agreement. In Case of any failures the Lead member will be responsible to compensate the liquidated damages and penalties to KMDA in addition to all matters related to the project. The Lead Member of the SPV / JV must be registered and/or incorporated under appropriate laws of India. The Lead Member of the SPV / JV must be registered and /or incorporated under appropriate laws of India. The SPV / JV Company must be registered and /or incorporated under appropriate laws of India after award of contract.
- The SPV / JV Agreement must clearly spell out the identity of the lead member, the proportion of financial involvement of the respective members and must state unequivocally that an action by the lead member will bind all the other members, jointly and severally, irrespective of their respective financial involvements in the SPV / JV. An attested true copy of a legally binding SPV / JV Agreement must be submitted along with the technical bid.
- It should be clearly mentioned in the SPV / JV agreement that if any SPV / JV gets selected as the successful bidder, then none of the members can exit the SPV / JV or get replaced till the project is executed. Any deviation or violation on part of the successful SPV / JV will cause it to forfeit the Security Deposit. Any change in the membership of the SPV / JV be required to be made by the members of the SPV / JV, the same shall be done with the prior consent of KMDA subject to the conditions as may be stipulated by them in this regard.
- The applicant or any member of the SPV / JV should not be blacklisted/terminated/debarred by any State Government, PSU, Government of India or Government of any foreign country. An undertaking as per Annexure 6 towards the same must be submitted by all members of the SPV / JV dated on or after the RFP download start date.

- The lead member (for SPV / JV) should have minimum Average Annual Turn over as mentioned above in the last 3 financial years (i.e., for FY 2018-19, FY 2019-20 and 2020-2021). Balance Sheets and Profit & Loss Statements for the last 3 Financial Years, as mentioned above, must be submitted. Also, a certificate from the auditor must be submitted clearly mentioning the annual turnover for the 3 Financial Years as mentioned above as per the annexure given herewith.
- The applicant or any member of the SPV / JV (in case of SPV/JV) should have the necessary credentials as mentioned in the eligibility criteria (even for technical evaluation).
- The LOI and Work order shall be issued in the name of JV / SPV and Selected JV / SPV shall open a bank account in the name of JV / SPV for further transaction with the authority i.e. submission of balance EMD / performance security and payment of Bills etc.

Project Citation as per Annexure 4, a copy of the Work Order/Agreement/Contract copy and Work Completion Certificates/Ongoing Certificates between the participating bidder and the client as mentioned above must be submitted to fulfill this criterion.

8.2. Technical Eligibility Evaluation Criteria

Sl. No.	Criteria	Score guideline	Marks	Maximum score
1.	Technical Experience	The bidder should have completed at least 1 (one) work related to bioremediation and biomining of legacy wastes at any dumpsite/ processing of solid waste through city compost plants/ bio-gas plants/ waste stabilization and bioremediation projects/ operated and maintained by any regional or integrated solid waste management project/processing of any kind of Hazardous waste etc. during the last ten years having a capacity of minimum 40% of the quantity or 40% of the amount as mentioned herein or must have completed multiple works of similar nature (more than one) having capacity of minimum 30 % of the quantity or 30 % of the amount as mentioned herein. or must have completed either removal or processing of minimum 80% of a single running work of similar nature in India and quantity of waste shall	<p>Cumulative capacity of projects completed:</p> <ul style="list-style-type: none"> • 40% of Quantity (or 40% of amount as mentioned herein. - 14marks • 50% of Quantity (or 50% of amount as mentioned herein. - 16marks • 90% and above Quantity (or 90% or above of the amount as mentioned herein. - 20marks <p>Interpolation shall be made for intermediate quantity.</p>	20

Sl. No.	Criteria	Score guideline	Marks	Maximum score
		not be less than 30% of the quantity as specified in each work or amount of work done shall not be less than 30% of the amount as mentioned herein.		
2.	Bioremediation and Biomining of legacy waste experience	The bidder should have completed at least 1 (one) work related to bioremediation and bio-mining of legacy waste at any dumpsite during the last ten years having a capacity of minimum 40% of the quantity or 40% of the amount as mentioned herein or must have completed multiple works of bio-mining (more than one) having capacity of minimum 30% of the quantity or 30% of the amount as mentioned herein or must have completed removal or processing of minimum 80% in a single running work of similar nature in India and quantity of waste shall not be less than 40% of the quantity as specified in each work or amount of work done shall not be less than 40% of the amount as mentioned herein.	<p>Cumulative capacity of bio-mining projects completed:</p> <ul style="list-style-type: none"> • 40% of Quantity (or 40% of amount as mentioned herein. - 7 marks • 50% of Quantity (or 50% of amount as mentioned herein. - 8.5 marks • 90 % and above Quantity (or 90% or above of the amount as mentioned herein. - 10 marks <p>Interpolation shall be made for intermediate quantity.</p>	10
3	Real Time Monitoring system	The bidder should have completed at least 1 (one) work related to development, execution and operation of real time monitoring system in either SWM Project / bioremediation and biomining of legacy wastes at any dumpsite / processing of solid waste through city compost plants/ bio-gas plants/ waste stabilization and bioremediation projects/ operated and maintained any regional or integrated solid waste management project/processing of any kind of Hazardous waste etc. during the last Ten years having a capacity of minimum 40% of the quantity or 40% of the as mentioned herein or must	<p>Cumulative capacity of projects completed:</p> <ul style="list-style-type: none"> • 40%of Quantity (or 40% of as mentioned herein. - 7 marks • 50% of Quantity (or 50% of amount as mentioned herein. - 8 marks • 90 % and above Quantity (or 90% or above of the amount as mentioned herein.) 	10

Sl. No.	Criteria	Score guideline	Marks	Maximum score
		have completed multiple works of similar nature (more than one) having capacity of minimum 30 % of the quantity or 30 % of the amount as mentioned herein or must have completed either removal or processing of minimum 80% of a single running work of similar nature in India and quantity of waste shall not be less than 30% of the quantity as specified in each work or amount of work done shall not be less than 30% of the amount as mentioned herein.	- 10 marks Interpolation shall be made for intermediate quantity.	
4.	Project Delivery	If the number of sites where bioremediation and biomining of legacy wastes at any dumpsite/ processing of solid waste through city compost plants/ bio-gas plants/ waste stabilization and bioremediation projects/ operated and maintained by any regional or integrated solid waste management project/processing of any kind of Hazardous waste etc.in India have been completed in the past Ten years by the Bidder are <i>The minimum capacity per project should be 20% of the quantity as specified in each work or amount must be 20% of the amount as mentioned herein.</i>	<ul style="list-style-type: none"> • 1 site -3.5 marks • 3 sites-4 marks • 5 sites and above - 5 marks Interpolation shall be made for intermediate number of sites.	5
5.	Average Annual Turnover	The Bidder's shall have average Annual Turnover in the last three financial years (INR) is given in Sl. No. 6 of table given under minimum eligibility criteria (may be for FY: 2018-19,2019-20& 2020-21)	<ul style="list-style-type: none"> • ₹3.00 Cr.- 10.5 marks • ₹5.00 Cr.- 12 marks • ₹10.00 Cr. and above - 15 marks Interpolation shall be made for intermediate Amount.	15
6.	Net Worth	The Bidder should have minimum Networth) as given in Sl.No. 7 of table given under minimum eligibility criteria.	<ul style="list-style-type: none"> • ₹ 2.40 Cr.- 3.5 marks • ₹4.00 Cr.- 4 marks • ₹ 6.00 Cr. and above - 5 marks Interpolation shall be	5

Sl. No.	Criteria	Score guideline	Marks	Maximum score
			made for intermediate Amount.	
7	RDF Disposal	The bidder should have MOU (Memorandum of Understanding) with the end user of RDF (Cement plant / WTE). The bidder shall submit valid MOU with the tender document.	MOU with 1 end User: 3 Marks 2 End users: 3.5 Marks 3 End Users: 4 Marks 4 End Users: 5 Marks	5
8	Initial Implementation & Operation Plan (IOP) along with Presentation	The bidder should provide the IOP plan as per Annexure 10. The reconstituted 'Project Evaluation cum Technical Committee', now renamed as 'State Level Task Force' on Solid Waste Management will evaluate the proposals and provide the score. The Bidder will be required to give a presentation. Score decided by the panel will be final	Presentation score to be decided by the panel. Break up of Marks is given in Annexure -10	25
9	Plant & Machineries	The Bidder shall have at least one set of plant & Machinery under their control.	1 complete set of plants & machinery (Each Sets shall consist of 1 trommel, 1 Dumper and 1 crawler mounted excavator) for bio mining having capacity equal to Qty given for each work divided by the processing period- 2 marks 1 complete set of plants& machinery (Each Sets shall consist of 1 trommel, 1 Dumper and 1 crawler mounted excavator) for bio mining having capacity equal to Qty given for each work divided by the processing period- 3.5 marks 3 complete set of plants & machinery (Each Sets shall consist of 1 trommel, 1 Dumper and 1 crawler	5

Sl. No.	Criteria	Score guideline	Marks	Maximum score
			mounted excavator) for bio mining having capacity equal to Qty given for each work divided by the processing period -5 marks	
Total				100

9.0. Bid

9.1. Bidding Process

- 9.1.1. The bids (both technical and financial) along with all the supporting documents will have to be uploaded in <https://wbtenders.gov.in> for online submission.
- 9.1.2. Bids will be submitted online only.
- 9.1.3. The KMDA may extend, at its discretion, the last date and time for deposit of bids. The changes will be communicated online through corrigendum.
- 9.1.4. Bids will be submitted in the Form contained in Annexure 1 hereto and will be on the letterhead of the bidder.
- 9.1.5. The bid will be accompanied by the documents mentioned in this tender.
- 9.1.6. Payment receipts for the amounts of earnest money should be submitted along with technical bid.
- 9.1.7. No other document should accompany the bid.

Financial Bids of only the Eligible bidders will be opened.

9.2. Selection Process

- 9.2.1. KMDA will follow Quality and Cost Based Selection (QCBS) process (referred to as the "Bidding Process") for selecting eligible firms for the award of the project, as per memo no. 8385 – F(Y) dated 22.11.2013 of Finance Department, Government of West Bengal.
- 9.2.2. Interested firms are advised to submit their Quotation as part of the BoQ. Before submitting the bid/response to this RfP, the interested firms may visit the respective locations for their clear understanding of the project and they will interact with the KMDA/ULB officials well in advance for any clarification so that during pre-bid meeting, KMDA can clarify queries before all interested enterprises.

- 9.2.3. Bidders qualifying the minimum eligibility criteria will be required to provide a presentation on the mode of operation (modus operandi) of the work, as per norms and explain clearly how he or she will carry out their works at site, considering every unforeseen circumstances. In this regard an Initial Implementation and Operational Plan (IIOP) has to be submitted by the bidder as per Annexure – 10.
- 9.2.4. The BoQ of those firms, who meet the ‘Minimum Eligibility Criteria’ and having a minimum technical/quality score of **70**, will only be opened. Bidders, who do not score **70** or above in the “Technical Eligibility Evaluation Criteria” shall be declared ineligible for this project and their BoQs shall not be opened for further evaluation.
- 9.2.5. Considering the technical influence and value impact of the above services proposed to be procured, the bidder quoting the lowest (L1) amount for the Scope of Work as mentioned above, who fulfils the “Minimum Eligibility Criteria” and scores at least 70 in “Technical Eligibility Evaluation Criteria” may be awarded the contract.

9.3. Technical Bid (Online Submission)

For Technical Bid, the Bidder has to upload the following statutory and non-statutory documents in <https://wbtenders.gov.in>:

- 9.3.1. This RfP document, with all pages signed by the Authorized Signatory
- 9.3.2. Payment Receipt of EMD
- 9.3.3. Power of Attorney or Company Board Resolution establishing the Authorized Signatory
- 9.3.4. Certificate of Incorporation/Registered Partnership Deed
- 9.3.5. Annexure 1: Covering Letter
- 9.3.6. Annexure 2a/2b (as applicable): General Information of the Bidder
- 9.3.7. Annexure 4: Credentials of the Bidder along with relevant Work Orders, Agreements and Completion/Commissioning Certificates
- 9.3.8. Annexure 5: Financial Capabilities of the Bidder
- 9.3.9. Annexure 6: Undertaking on Non-Judicial Stamp Paper stating the Bidder is Not Blacklisted, Bankrupt and debarred for any unsatisfactory performance
- 9.3.10. Annexure-7: SPV / JV agreement
- 9.3.11. Annexure- 8: SPV / JV Undertaking
- 9.3.12. Annexure- 9: JV /SPV Agreement

- 9.3.13. Annexure- 10: Technical write up, IIOP
- 9.3.14. Annexure- 11: Clarification format
- 9.3.15. Annexure- 12: Agreement format
- 9.3.16. Annexure- 11: Tripartite agreement
- 9.3.17. Valid Scanned copies of the following documents:
 - 9.3.17.1. Trade License /Certificate of Enlistment
 - 9.3.17.2. PAN Card
 - 9.3.17.3. Professional Tax Registration Certificate
 - 9.3.17.4. Goods and Service Tax (GST) registration certificate mentioning the 15-digit Goods and Service Tax Payer Identification Number under the GST Act 2017
- 9.3.18. Income Tax Return Certificate for the last three Financial Years: may be for 2018 -19, 2019-20 and 2020-21.
- 9.3.19. Audited Balance Sheets and Profit & Loss Statements for the last 3 Financial Years: FY 2018-19, FY 2019-20 and FY 2020-21.
- 9.3.20. Any other document to fulfill the eligibility criteria mentioned in this RfP.

9.4. Financial Bid (Online Submission)

For Financial Bid, BoQ (in excel format) is to be downloaded from <https://wbtenders.gov.in>. After filling the Bidder Name against “Bidder Name” and the quotation amount in the designated cell the file is to be uploaded in the Finance cover.

- The bidder should quote the following:

Per MT cost of output legacy waste processed through bio-mining and scientific disposal of different fractions as per CPCB Guideline / SWM rule-2016 and any other issued by Govt of INDIA / Govt of West Bengal issued time to time from the dumpsite, as per the scope of work.

- Kindly Note:

- l. The bidder should quote the rate inclusive of all taxes including GST, if any.

10.0. General Instructions and Terms & Conditions

10.1. General Instructions

- (a) A Bidder is eligible to submit only one Bid for the Project in entire bidding process either individually or as a member of any one SPV / JV. Applicant/Bidder shall not be entitled to submit another bid either individually or as a member of any other SPV

/ JV, as the case may be. If found a bidder submitted their bid as individual and as a member of any SPV / JV in the same RfP, both bid shall be treated as cancelled without showing any further reason.

- (b) Future communications, including but not limited to, corrigendum (if any), clarification and addendum (if any) are to be provided online only.
- (c) If deemed necessary, KMDA may seek clarification from the Bidder after the technical bid opening.
- (d) The Earnest Money Deposit (EMD), may be forfeited if the L1 bidder withdraws from signing the agreement.
- (e) Bidders are not allowed to contact unofficially any KMDA official in relation to this RfP. Any such attempt by the Bidders will lead to immediate disqualification.
- (f) Canvassing in any form shall be liable for disqualification.
- (g) The Earnest Money Deposit (EMD), may be forfeited if the L1 withdraws from signing the agreement or if there is any misrepresentation of facts.
- (h) In case of misrepresentation of facts at any point of time by the bidder, KMDA will have the right to invoke the EMD, Performance Guarantee and also debar the firm from participating in any future works.
- (i) Changes, if any, will be communicated through the website: <https://wbtenders.gov.in>. Any incomplete application by the Bidder will be liable for disqualification. If the successful Bidder withdraws before the agreement is signed, KMDA can float a fresh tender or award the agreement to the L2 bidder as per their evaluation procedure.
- (j) EMDs of the unsuccessful bidders will be returned without interest.
- (k) KMDA reserves the right to reject all applications and cancel this RfP. In such case, EMDs received from all Bidders will be returned without any interest.
- (l) Before submission of the tender, Bidders are required to make themselves fully conversant with the scope of work, technical requirements and specifications, site conditions etc., so that no ambiguity arises on a later date in this respect.
- (m) Each page of the document should be signed & stamped by the bidders as a token of acceptance to terms and conditions mentioned therein.
- (n) KMDA reserves the right to Inspect/Call for any documents for examining the credentials submitted by the bidder for this tender.
- (o) All communication by the Bidders and the proposal should be prepared in English. If any supporting credential/ qualification are in any other language, then an English translation of the same is also to be submitted.

- (p) Sub-Contracting is allowed in this project however the lead bidder will be responsible for this project. Any penalty (if applicable) needs to be provided by the sole/lead bidder.
- (q) KMDA also reserves its right to cancel the bidding process at any time before declaration of L1 bidder for any reason whatsoever.
- (r) KMDA further reserves its right to modify, amend, postpone or keep in abeyance, the bidding process at any time prior to such declaration, without assigning any reason whatsoever.
- (s) The commercials need to be specified in Indian National Rupee.

10.2. Evaluation Criteria

- The Bidder must fulfill the “Minimum Eligibility Criteria” mentioned above to qualify for evaluation of “Technical Eligibility Evaluation Criteria”.
- KMDA may reject a bid and disqualify the bidder from further evaluation process if the bidder fails to fulfill the “Minimum Eligibility Criteria”. In absence of any one of the documents required under “Minimum Eligibility Criteria”, the offer may be treated as non-responsive & in that case KMDA will have the right to decide accordingly.
- Upon fulfilling all the “Minimum Eligibility Criteria” mentioned above, the bidder is eligible for the next stage of evaluation, which is the evaluation of “Technical Eligibility Evaluation Criteria”.
- The minimum technical score for qualification is **70**. Bidders, who do not score 70 or above in the “Technical Eligibility Criteria” shall be declared ineligible for this project and their BoQs shall not be opened for further evaluation.
- The bidder qualifying the minimum eligibility will be required to provide a presentation. The date of the presentation will be notified later.
- The contract shall be awarded to the vendor quoting the lowest (L1) amount for the Scope of Work as mentioned above.

10.3. Acceptance of Offer

- KMDA will issue a Letter of Intent (LoI) cum Work Order to the successful Bidder (i.e., the L1 bidder).
- The successful Bidder will need to send an unconditional acceptance of the LoI and Work Order issued within 7 days from the date of issuance.
- If the successful Bidder is unable to send the unconditional acceptance within the stipulated time, then KMDA as per their discretion can cancel the LoI issued and issue a fresh LoI to the second most responsive Bidder (L2). The EMD for the original successful Bidder will be forfeited in this case.

- The successful Bidder is required to sign a Concession Agreement (Contract), within 30 days from the date of issue of the LoI cum Work Order. Failure to do so may result in forfeiting the EMD.
- The selected bidder shall mobilize its team and start the work within 15 days of issuance of the LoI cum Work Order.

10.4. Earnest Money Deposit

- Bidders shall pay along with their bids, necessary EMD required for each work in the form of Net Banking or RTGS/ NEFT from the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in>.
- The EMD of all unsuccessful Bidders would be refunded by KMDA after selection of the successful Bidder.
- No interest will be paid by KMDA on the EMD amount and EMD will be refunded to all the Bidders (including the successful Bidder) without any accrued interest on it.
- The Bid submitted without EMD, mentioned above, will be summarily rejected.
- In case of the successful bidder, the EMD will be converted as the contract performance guarantee/security deposit.
- The EMD may be forfeited:
 - I. If a Bidder withdraws its Bid during the period of Bid validity
 - II. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with the terms and conditions
 - III. Misrepresentation of facts
 - IV. Failing in taking up the work in due time

Payment of Earnest Money Deposit(EMD)

The EMD is needed to be paid online through Net Banking or RTGS/NEFT.

- The bidder desirous to take part in the tender need to log in to the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using its log in id and password.
- The bidder will select the tender to bid and initiate the payment of EMDfor that tender by selecting from either of the following payment modes:
 - I. Net Banking in case of payment through bank payment gateway.
 - II. RTGS/NEFT in case of offline payment through bank account in any bank.

Note: Total amount of EMD shall be 2% of quoted amount which will be derived based on the rate quoted multiplied by the total quantity of waste under this tender. The bidder shall pay EMD amount as mentioned in this bid document while submission of bid. Only successful bidder for each package shall have to pay additional EMD @ 2% of quoted amount less EMD paid while bidding, before execution of agreement with the authority.

The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Form of Agreement;
- (b) Letter of Award.
- (c) Corrigenda Nos. ____
- (d) General Condition of Contract
- (e) Terms of Reference
- (f) Key Personnel
- (g) Annexes of Agreement;
- (h) RFP and other documents
- (i) Notice Inviting Request for Proposal
- (j) Financial Proposal
- (k) Other Documents as agreed upon

Payment Method

(a) Payment by Net Banking(any listed bank) through Bank Payment Gateway:

- On selection of Net Banking as payment mode, the bidder will be directed to Bank Payment Gateway webpage where he will select the bank through which he wants to do the transaction.
- Bidder will make the payment after entering his unique ID and password of the bank to process the transaction.
- Bidder will receive a conformation message regarding success/failure of the transaction.
- If the transaction fails, the bidder will again try for payment by going back to the first step.

(b) Payment through RTGS/NEFT:

- On selection of RTGS/NEFT as payment mode, the e-Procurement portal will show a prefilled challan having the details to process RTGS/NEFT transaction.
- The bidder will print the challan and use the challan and use the pre-filled information to make the RTGS/NEFT payment using his Bank Account.
- Once the payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the RTGS/NEFT process to complete in order to verify the payment made and continue the bidding process.
- If the payment is successful the bidder will go the e-Procurement portal for submission of the bid response documents.
- If the payment verification is unsuccessful, the amount will be returned to the bidders account.

(c) Refund/Settlement Process:

- Once the evaluation of the tender is done the EMD amount of the unsuccessful bidder will be returned through an automated process to the respective bank accounts from which they have made the payment transaction.
- After the financial evaluation the EMD of the bidders other than L1 bidder and L2 bidder will be refunded through the process mentioned above.
- After the LoI and Work Order issued to the L1 bidder and is accepted, the EMD amount of the L2 bidder will be refunded through the process mentioned above.

10.5. Security Deposit:

The amount of Security Deposit will be 3% of the contract value, as per Memorandum, vide No. 201-F(Y) dated 18.01.2021 of the Finance Department, Government of West Bengal. The amount already deposited as Earnest Money Deposit (EMD) will be converted as initial security deposit. Successful bidder has to submit the balance amount of 2% of the contract price, i.e., the tendered amount, if submitted EMD is less than 2% of the contract value, before execution of formal agreement. Balance security of 1% of the amount of each running account bill, will be recovered from each and subsequent bill till the balance of the amount of security deposit is realized.

Security deposit shall be refunded after 12 (twelve) months from the date of handing over of reclaimed cleared land in all respect as per instruction of EIC.

10.6. Design Basis:

The contractor shall carry out detailed survey of the dumpsite by total station or drone mapping of the landfill / dumping site prior to start of the project to ascertain total volume of legacy waste. Bulk density and Dry Density of the legacy waste shall be determined by taking undisturbed sample (UDS) at a level of 5m, 10m, and 15m. Number of Bore Hole for collecting UDS shall not be less than 12 prior to the start of the work. Total quantity (MT) of legacy waste need to be ascertain by the selected bidder prior to start the work.

The contractor shall submit detailed process design of processing units to be installed at site. Number of units (Trommel / Vibrating Screen etc) shall be designed based on quantity of waste to be processed, capacity of each unit and completion period. Rainy season (4 months) shall be deducted from completion period while determining no of processing units to be installed at site. The working hours shall not be more than 12 hours a day for design purpose.

The capacity and size of Weigh Bridge shall be designed considering maximum capacity and size of track carrying the segregated fraction of legacy waste. Capacity and length of Weigh Bridge shall not be less than 50 MT and 12 m Length.

Real time Monitoring System Shall be designed in such a way that it shall be capable of capturing all relevant data automatically i.e. Data of Weigh Bridge, Automatic vehicle number plate detection and recognition, GPS tracking system etc including CCTV surveillance and transmitting to web. All the data thus captured automatically and CCTV surveillance shall be integrated in a single APP compatible with android smart phone for real time monitoring and control of entire Bio-mining and land reclamation process so that entire process can be monitored from remote location through mobile as well as Central Control Command Centre

(C4) at Unnyan Bhavan. The agency shall design Real Time Monitoring System Architecture and submit to the authority for Approval.

10.7. Liquidated Damages:

10.7.1. Failure to take possession of the site within 15 days of issuance of the LoI:

If the successful bidder fails to take possession of the site within 15 days from the date of issuance of the LoI and Work Order by KMDA to the successful bidder, the EMD will be forfeited, the bid will stand cancelled and Kolkata Metropolitan Development Authority as per their discretion will have the right to either approach the L2 bidder or issue fresh tender for the said work.

10.7.2. Failure to execute the Agreement after issue of Letter of Intimation:

If the successful bidder fails to sign the Agreement in the format shared by Kolkata Metropolitan Development Authority within 10 days of issue of Letter of Intent from Kolkata Metropolitan Development Authority without any valid ground, then the EMD will be forfeited, the bid will stand cancelled and Kolkata Metropolitan Development Authority will have the right to either approach the L2 bidder or issue fresh tender for the said work.

10.7.3. Delay in Completion of Work:

In case the bidder fails to commission the proposed plant within the 3 months from the date of issuance of the LoI cum Work Order, then the bidder will be liable to pay a fine of Rs. 10,000/- (Rupees Ten Thousand only) for every day of delay as liquidated damages subjected to maximum of 10% of project cost. In case the successful bidder is not solely liable for the delay, amount of liquidated damage shall be deducted on proportionate/pro rata basis depending upon the successful bidder's extent of fault in causing such delay. KMDA shall have the right to determine such extent of fault and liquidated damages. Payment of liquidated damages shall not be the sole and exclusive remedies available to KMDA and the successful bidder shall not be relieved from any obligations by virtue of payment of such liquidated damages. KMDA may in its discretion, have the right to terminate the Agreement.

10.7.4. In case the commissioning of the plant gets delayed beyond three months over and above the allotted period, KMDA may decide to complete the project by itself and terminate the agreement. In this scenario, the Performance security and EMD will be forfeited. KMDA will not be required to refund it to the bidder. The plant in the as-is state will continue to be the sole property of KMDA and the termination of the agreement with bidder will not constitute any transfer of ownership.

10.7.5. Failure to start the operation:

If the successful bidder fails to start the operation and maintenance from the date of commissioning of the plant, the Performance security and EMD will be forfeited, the bid will stand cancelled and Kolkata Metropolitan Development Authority as per their discretion will have the right to either approach the L2 bidder or issue fresh tender for the said work.

10.7.6. Failure to Reclaim land less than 90% of dump area:

If the bidder fails to dispose of the entire Qty of legacy waste, incoming fresh waste and reclaim the land to a minimum 90% area of dump site within the timeline mentioned above the Security Deposit of the bidder will be forfeited.

10.7.7. Other Liquidated Damages

Sl. No	Description of Non-Compliance	Penalty Amount
1	Non-Compliance to, SWM Rules 2016, CPCB Guidelines 2019 on Legacy Waste and other Environmental Standards notified by regulatory authorities or as specified in the Contract.	Rs. 20,000/- per Incidence per day till compliance is achieved.
2	Non provision/ delay in provision of site facilities as per specifications.	Rs. 20,000/- per item per day till Compliance is achieved.
3	Non-compliance of Safety Standards, use of Personal Protective Equipment by the Workers.	Rs. 5,000/- per Incidence per day till the compliance is achieved.
4	Failure to process and dispose off minimum average specified quantity of legacy waste on a daily basis (Computed monthly) excluding the monsoon period as decided in the Workplan {Minimum monthly Target Qty to be processed = Total Quantity ÷ (Completion Period in Months – Installation Period in Months)}	Per Month penalty = (Monthly Target Qty – Actual Monthly Qty Processed and disposed off) x 5% of Processing Fee for per MT of Legacy Waste processed (As quoted by bidder) from the Project Site
5	Non-compliance of submission of Topographic survey drawing along with contour in regular interval (at least Quarterly) as mentioned bid document	Rs. 5,000/- per Incidence per day till the compliance is achieved.
6	Non-compliance of submission of testing of moisture content of legacy waste in daily basis as mentioned bid document	2 % of rate quoted by the bidder x Qty in MT Processed till the compliance is achieved.
7	Non-compliance of submission of testing of air/ground water/soil quality of legacy waste project site in regular interval (at least once in a month) as mentioned bid document	Rs. 5,000/- per Incidence per day till the compliance is achieved.
8	Non-compliance of installation of weighing machine along with uploading data to web and Automatic vehicle number	4 % of rate quoted by the bidder x Qty in MT Processed till the compliance is

	plate detection and recognition system	achieved.
9	Non-compliance of installation and operation of Real Time monitoring System including CCTV surveillance.	10% of rate quoted by the bidder x Qty in MT Processed till the compliance is achieved.
10	Non-compliance of installation of GPS Tracking System in all Vehicles to be used for Processing legacy waste and disposal of different fraction of legacy waste.	4 % of rate quoted by the bidder x Qty in MT Processed till the compliance is achieved.
11	Non-compliance of submission of calibration certificate of each testing equipments for processing of legacy waste in regular interval (at least once in a year or as per requirement) as mentioned bid document	Rs. 5,000/- per Incidence per day till the compliance is achieved.
12	Non-compliance of proper disposal of RDF within Specified time.	Rs. 2000/MT of RDF per month

10.8. Termination

10.8.1. The failure on the part of the successful bidder to perform any of its obligations or comply with any of the terms of this Tender shall constitute an Event of Default on the part of the successful bidder. The events of default as mentioned above may include, inter-alia, the following:

- The successful bidder has failed to perform any instructions or directives issued by the KMDA which it deems proper and necessary to execute the scope of work under the tender, or
- The successful bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by KMDA, despite being served with a default notice which laid down the specific deviance on the part of the successful bidder to comply with any stipulations or standards as laid down by KMDA; or
- The successful bidder has failed to conform with any of the specifications as set out in the tender or has failed to adhere to any amended direction, modification or clarification as issued by KMDA and which KMDA deems proper and necessary for the execution of the scope of work under this tender;
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the successful bidder;
- The successful bidder or its team has failed to comply with or is in breach or contravention of any applicable laws;
- The successful bidder has failed to comply with any terms and conditions of this tender;
- Misrepresentation of facts at any point of time.

- 10.8.2. In the event of any default by the successful bidder as stated above, KMDA will issue a Notice to the bidder in writing setting out specific defaults/ deviances/omissions. The successful bidder will need to remedy the default/ deviances/omissions committed within thirty (30) days of the receipt of the notice to the satisfaction of KMDA. In case, the successful bidder fails to remedy the default to the satisfaction of KMDA, KMDA will be entitled to terminate the Agreement in full or in part. KMDA will revoke the Performance Security/EMD, provided by the bidder. KMDA will not be required to refund any money received from the bidder.
- 10.8.3. Upon termination of the Agreement, the Kolkata Metropolitan Development Authority also has the right to debar the Agency from participating in future works.
- 10.8.4. If the project is terminated, then KMDA will take possession of the plant and no compensation will be paid to the bidder.

10.9. Force Majeure

Neither KMDA nor the bidder will be in breach of the agreement if any total or partial failure by it of its duties and obligations is occasioned by any act of God, fire, floods, terrorist attacks, riots, political strikes or disturbance, stoppage of work due to governmental order/alert. If such reasons continue to prevent performance of either party's duties or obligations for a period of more than ten (10) working days, the parties shall consult together for the purpose of agreeing what action should be taken.

10.10. Authorised Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under the Contract by Kolkata Metropolitan Development Authority or the Bidder may be taken or executed by the officials authorized for the purpose.

11. Settlement of Disputes and Arbitration:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter: If the contractor considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he/she shall promptly within 15 days request the Chairman of the Departmental Dispute Redressal Committee, in writing, for Works to be under direction of Engineer-in-Charge Settlement of disputes - Dispute Redressal Committee' Work on Sundays Changes in constitution of firm Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomes insolvent Sum payable as compensation to be considered as reasonable without reference to actual loss 17 written instruction or decision. Thereupon, the Dispute Redressal Committee

shall give its written instruction or decision within a period of three months from the date of receipt of the Contractor's letter. The Dispute Redressal Committee in each of the Works Departments shall be constituted with the following officials as Members:

1	C.E.O. , KMDA / Secretary / DGO of the Department Concerned	Chairman
	Joint Secretary / Deputy Secretary / any Officer of equivalent rank of the Department	Member
	One Designated Chief Engineer / Engineer of the Department to be nominated by the Department concerned.	Member Secretary and Convener
	One representative of Finance wing of KMDA not below the rank of Joint Secretary or Financial Advisor in case of the Works Department where FA system has been introduced.	Member

This provisions will be applicable irrespective of the value of the works to which the dispute may relate.

The contractor shall fully indemnify and keep indemnified the implementing Department against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against implementing Department in respect of any such matter as aforesaid, the contractor shall be immediately notified thereof by the implementing Department and the contractor shall be at liberty, at his/ her own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the implementing Department if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge this behalf.

11.0. Applicable Law

The applicable law for the purpose of this RfP is the laws of India.

11.1. Clarification to the Tender Documents

- All the Bidders are requested to carefully go through the provisions laid down in this Request for Proposal Document set and seek all clarifications before submitting proposal.
- Bidders may submit their queries as per the format mentioned in Annexure 11 of this RfP before the date mentioned herein (no clarification shall be entertained thereafter). KMDA shall consolidate all the clarifications sought for by various Bidders and clarify the same before submission of proposals. The Bidder must submit the PDF version as well as Excel/Word format of the clarification.
- KMDA shall conduct a pre-bid meeting for the prospective bidders on the date mentioned herein.

- At any time before the scheduled submission of proposal, KMDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RfP, by amendment. The amendment/response to clarification(s) if any shall be published in the portal of the Government of West Bengal <https://wbtenders.gov.in>. KMDA may, at its discretion, extend the date for submission and/or opening of the proposals.

11.2. Validity of Proposals

The proposal and quotation by the bidders shall remain valid for a period of 120 days from the scheduled date of the closing date of Submission of the bid mentioned herein. All prices quoted must be firm and valid for this period. All prices quoted shall not be affected by any escalation in prices of labour or materials, machinery, equipment, etc. or in rupee exchange rate during the price validity period what so ever.

11.3. Conflict of Interest

KMDA policy requires that Bidders or its members (if it is a SPV / JV) provide professional, objective, and impartial advice and at all times hold the KMDA's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- 11.3.1. Such Bidder or its members (if it is a SPV / JV) providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Contractor's obligations under a turnkey or design and built contract.
- 11.3.2. Such Bidder or its members (if it is a SPV / JV) submits more than one bid, either individually or as a joint venture partner in another bid. This will result in the disqualification of all bids in which the Bidder is involved.
- 11.3.3. Such Bidder or its members (if it is a SPV / JV) including its personnel has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to KMDA throughout the selection process and the execution of the Contract.

- 11.3.4. Such Bidders or its members (if it is a SPV / JV) have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their KMDA, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 11.3.5. Such Bidder or its members (if it is a SPV / JV) has a relationship with another Bidder or its members (if it is a SPV / JV), directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidder.
- 11.3.6. Such Bidder or its members (if it is a SPV / JV) has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

11.4. Payment terms

The bidder should quote **Per MT of Output Legacy** waste processed through bio-mining at the dumpsite, as per the scope of work. The bidder should quote the rate inclusive of GST.

Payment shall be made **Per MT (Metric Ton) of output legacy waste** (Arithmetical Sum of different fractions obtained from biomining process) processed through bio-mining at the exit of dumpsite as per the scope of work with a maximum **20%** moisture content. If the moisture content of any fraction is more than 20%, necessary deduction shall be made beyond 20% of moisture content. For example, if moisture content of any fraction of output waste is 30%, 10% (30%-20%) deduction in weight of the said fraction shall be made.

Moisture content shall be measured at a frequency of **one sample per 1000 MT (for input waste and output fractions)** of each segregated fractions from National Test House / IIT / IEST / Jadavpur University or any other Govt. institute of repute within West Bengal. The moisture content so obtained shall be considered for payment of that quantity. Sample shall be collected from track load at the exit of dumpsite.

Weight shall be measure at the weighbridge installed at the exit of dumpsite.

Payment shall be made only after proper disposal of different fractions from the site as per guideline of SWM rule-2016 and current CPCB / SPCB guideline issued for management and disposal of legacy waste.

No payment shall be made after 2nd/3rd R/A bill without any test certificate of Moisture Content from National Test House / IIT / IEST / Jadavpur University or any other Govt. institute of repute within West Bengal, certificate for disposal of different fraction from end user and real time monitoring data etc. whatever be the penal clause or penalty made. The cost for the same shall be borne by the selected bidder.

To process for payment, Checklist of the Report before Release of Payment for Bio-mining of Legacy Waste at Dumpsites as given in Appendix-A shall be submitted.

Maximum period of RDF disposal as per SWM Rules, 2016 and CPCB guideline shall be **60** days beyond which penalty shall be imposed as per the respective clause given in tender.

Penal Clause:

- a) 10% of rate quoted by the bidder x Qty in MT Processed till the compliance is achieved
- b) Necessary deduction shall be made as per clause 10.7.7
- c) The qualified rate shall be calculated after deduction (if any) as per clause 10.7.7 mentioned above.

Payment Breakup schedule:-

A. An amount of 50% of billed value shall be paid within 15 days of the bill submission by the Contractor/agency. This amount shall not exceed the performance security / EMD submitted by the bidder at any point of time during the contract period.

B. An amount of 40% of billed value shall be paid within 15 days of submission of documentary proof/evidence, certificates etc as per requirement.

C. An amount of 10% of the total billed value shall be held from the monthly bills, which shall be paid after complete land reclamation

Note:- 50% payment shall be released against 1st RA Bill only to maintain cash flow during execution, however no further payment shall be made if actual quantity of RDF generated has not been disposed from the site after 60 days from date of processing. 2nd and subsequent RA bill shall be paid only after regular disposal of actual RDF from site as obtained from materials balance at site.

	Notes
1.	KMDA may engage an independent auditor to audit the weights and other reports. The bidder should provide all the support to KMDA as and when required.
2.	All costs incurred for preparation, printing, submission, review and approval need to be borne by the Bidder. Bidder should quote the rates accordingly.
3.	The Operator shall receive payment from KMDA as per the Agreement and by obtaining and submitting to KMDA the certificate from the in-charge officer or site engineer or any other monitoring mechanism decided by KMDA along with the certification of weight slips by the in-charge officer for each trip of legacy waste weighed. The reconciliation of the bills shall be done by the Works Monitoring Committee formed by the KMDA before the final bill is submitted to Kolkata Metropolitan Development Authority.
4.	The Operator shall raise monthly invoice by the 7 th of the subsequent month and submit to the authority.
5.	KMDA shall evaluate the submitted invoice and inform Operator if any discrepancy or changes/modifications required within 7 working days from the date of receipt of the invoice.

11.5. Warranty for the Work

The successful bidder warrants that all work under this Agreement will be performed with promptness and diligence and will be executed in a workman like and professional manner, in

accordance with the practices and high professional standards used in well-managed operations performing work similar to the work under this tender document.

11.6. Insurance

Successful bidder shall, during the entire project period, at its sole cost and expense, obtain and maintain in full force and effect, adequate standard forms of insurance which are mandatorily to be maintained as per the applicable laws.

11.7. Personnel

- 11.7.1. The successful bidder shall have in their full-time engagement experienced technical person with sufficient knowledge in the field as well as PERT/CPM.
- 11.7.2. The successful bidder shall engage a Project Manager having 7 years' experience in relevant field with degree in Civil/ Environmental Engineering.
- 11.7.3. The successful bidder shall engage a Project Manager having 5 years' experience in relevant field with Degree in Civil/ Environmental Engineering/ MSc in Environmental Science.
- 11.7.4. The personnel assigned by the successful bidder to accomplish this Project shall be employees of the successful bidder or its subcontractor(s), and under no circumstances shall such personnel be considered employees of KMDA or its nominated agencies. The successful bidder shall have the sole responsibility for the supervision and control of the personnel deployed in the Project and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- 11.7.5. The successful bidder shall use its best efforts to ensure that sufficient of its personnel (but in no case, less than the personnel specified in the tender) are assigned to successfully execute this project. After discussion with successful bidder, KMDA or its nominated agencies shall have the right to require the removal or replacement of any such personnel performing work under this tender based on bona-fide reasons. In the event KMDA or its nominated agencies requests that any of its personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.

Sd
(Superintending Engineer (Civil))
Planning Circle
Sewerage, Drainage and Solid Waste Management Sector
Kolkata Metropolitan Development Authority

**Annexure 1:
Covering Letter**

<To be printed on the Letterhead of the Applicant including full postal address, telephone, faxes and e-mail address>

Memo. No.

Date:

To
The Superintending Engineer (Civil),
Planning Circle,
Sewerage, Drainage and Solid Waste Management Sector,
Kolkata Metropolitan Development Authority,
UnnayanBhavan,
Salt Lake City, Kolkata – 700 091

Subject: Submission of Proposal for “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis”.

Dear Sir,

1. We are submitting this Proposal for the work mentioned above and our Proposal is valid for a period of 120 days from ‘Bid submission closing date (Online)’ as mentioned in herein.
2. We understand that KMDA is not bound to accept any or all Proposals it may receive.
3. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Quotation and qualification.
4. We do, also, certify that all the statements made and/or any information provided in our RfP, are true and correct and complete in all aspects.
5. We declare that in the event that KMDA discovers anything contrary to our above declarations, it is empowered to disqualify us and our Quotation from further participation in the Bid evaluation process and to cancel the contract at any time during the contract.
6. We declare that if KMDA discovers any misrepresentation of facts at any point of time KMDA will have the right to forfeit the Earnest Money Deposit (EMD), Contract Performance Guarantee and debar us from participating in any bid in the future.
7. If our Proposal is accepted, we will furnish the Performance Security Deposit as mentioned in this RfP before signing the Contract Agreement.

Dated this ____ date of _____ 2022,

(Signature)

Name:

Designation:

Name of Firm:

Company Seal

Annexure 2:

General information of the bidder

(a) In case of Single Applicant:

(To be submitted on Company Letterhead)

Sl. No.	Criteria	Response Format	Details
1.	Name of the Firm	Name	To be filled by the bidder
2.	Type of Firm	1. Proprietorship Firm 2. Partnership Firm 3. Registered Company	To be filled by the bidder
3.	Registered address of the bidder	1. Registered Office address: 2. Telephone number: 3. e-mail ID: 4. Fax:	To be filled by the bidder
4.	Contact details	1. Details of contact person (name, designation, address etc.) 2. Communication address: 3. Mobile number: 4. e-mail ID: 5. Fax:	To be filled by the bidder
5.	Year and place of establishment of the Firm	1. Year of establishment 2. Place of establishment	To be filled by the bidder
6.	Similar projects executed by the Firm	Number of projects	To be filled by the bidder
7.	List of major clients with whom your organisation has been/is currently associated with	Name of the clients along with contact details	To be filled by the bidder
8.	Have a local representation/office in Kolkata	(Yes/No)	To be filled by the bidder
9.	If so, please give the address	Address and mention the number of years in operation from the local address	To be filled by the bidder

Authorised signatory of the bidder

Name:

Designation:

Address:

Telephone/mobile number:

Fax number:

Name of Firm:

Company Seal

(b) In case of SPV / JV:

(To be submitted on Company Letterhead of the Lead Partner)

Sl. No.	Criteria	Response Format	Details
1.	Name of the Members	All members of the SPV / JV should be listed I. Name (lead partner) II. Name (another partner) III. Name (other partner, if any)	To be filled by the bidder
2.	Registered address of the members	For Lead Partner 1. Registered Office address: 2. Telephone number: 3. e-mail ID: 4. Fax: For Other Partner/s 1. Registered Office address: 2. Telephone number: 3. e-mail ID: 4. Fax:	To be filled by the bidder
4.	Contact details	1. Details of contact person (name, designation, address etc.) 2. Communication address: 3. Mobile number: 4. e-mail ID: 5. Fax:	To be filled by the bidder
5.	Does all the members of the SPV / JV has prior experience of working together in similar projects	(Yes/No)	To be filled by the bidder
6.	If yes then how many projects?	Number of Projects/ Not Applicable	To be filled by the bidder
7.	Similar projects executed by one of the Partner	Name of member of the SPV / JV Details of the project/s	To be filled by the bidder
8.	List of major clients with whom your organisation/shas been/is	Name of the clients along with contact details	To be filled by the bidder

Sl. No.	Criteria	Response Format	Details
	currently associated with		
9.	Have a local representation/office in Kolkata	(Yes/No)	To be filled by the bidder
10.	If so, please give the address	Address and mention the number of years in operation from the local address	To be filled by the bidder

Authorised signatory of the bidder

Name:

Designation:

Address:

Telephone/mobile number:

Fax number:

Name of Firm:

Company Seal

Annexure 3:

Power of Attorney for Signing of Bid

(To be executed on Non-Judicial Stamp Paper of ₹100/- or of any appropriate value not less than ₹100/-)

POWER OF ATTORNEY

Know all men by these presents, We, _____ (name of Firm/Company) incorporated under the laws of India and having its registered office at _____

do hereby constitute, nominate, appoint and authorize Mr./Ms. _____ (name), son/daughter/wife of _____ and presently residing at _____ who is presently employed with/retained by us and holding the position of _____ as our true and lawful attorney (hereinafter referred to as the “Attorney”/“Authorized Representative”) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid titled “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis”- “Sl. No. _____”, a Request for Proposal (RfP) issued by the Kolkata Metropolitan Development Authority (the “KMDA”) and subsequently for our selection as successful bidder including but not limited to signing of proposals and other documents and writings, participating in pre-bid meeting and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Authorization Agreement and undertaking consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of us Proposal for the said work and/or upon award thereof to us till the entering of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, _____ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2022.

For (Signature, Name, Designation and Address)

Witnesses:

1) _____

2) _____

Notarized

Accepted (Signature, name designation and address of the Attorney)

Instructions regarding Power of Attorney:

1. 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.
2. Wherever required, the executants(s) should submit for verification the extract of the charter documents and other 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 Applicant.

Annexure 4:

Credentials of the bidder

Details of Projects eligible for Technical Pre-Qualification

(Provide details for only those Projects showing the work credentials of the bidder, use separate sheet for each project)

Name of Applicant/Member of SPV / JV (In case of SPV / JV) Claiming the Project Experience: _____ Claiming the minimum eligibility criteria based on _____ (quantity/amount)	
1.	Name of Project:
2.	Location of Project:
3.	Name of the Client:
4.	Client's Address & Telephone Number, Fax Number and e-mail ID of contact person:
5.	Project Cost (in ₹ Cr.):
6.	Nature of works and special features relevant to this project. (Details pertinent to the Technical Criteria of this RFP shall be submitted)
7.	Contract role (check one) (i) Sole Contractor (ii) SPV / JV / Joint Venture (iii) Sub-Contractor
8.	a) Project Capacity: b) Your Company's share in the Project (%):
9.	Date of Award:
10.	Contract duration ____ years ____ Months
11.	Date of Completion:
12.	Whether completed in specified duration, if no, reason for delay
13.	Specified requirements
14.	Name and professional qualifications of applicant's Engineer-in-Charge of the work:
15.	Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed? (Yes or No). If yes, give amount and explanation:

- a) Please repeat the above table for showcasing additional citations
- b) Each project should be furnished with an Agreement/Work Order and completion/successful commission/ongoing Certificate from the client.

Annexure 5:

Financial capabilities of the bidder

Name of the Firm:

(all figures are in ₹ Crores)

Year	Financial Year 2018 - 2019	Financial Year 2019 - 2020	Financial Year 2020- 2021	Average of last 3 (three) years
Total Annual Turnover (inRS)				
Net worth				

Instructions:

- 1. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. Failure to do so would result in the Proposal being considered as non-responsive. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall give an undertaking, to this effect and the statutory auditor shall certify the same. In such case, the applicant shall provide the audited annual reports for five years preceding the year for which audited annual report is not being provided.*
- 2. A certificate from Statutory Auditor or may be from any Chartered Account (CA) firm should be provided as supporting document certifying the Financial Pre-Qualification.*

Note:

1. The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
2. For the purpose of this RfP, turnover ("the turnover") shall mean the average of annual revenues from execution of the projects during the preceding three financial years from the due date of submission of this bid. This shall not include capital grants/capital subsidies/donations/salaries/dividend/bonus /commission and interest income.
3. For the purposes of this RfP, net worth (the "Net Worth") shall mean:
 - (a) In case of Private Limited/Limited Companies incorporated under the Companies 1956 (or the Companies Act 2013) (or equivalent Act in case of Foreign bidder) shall mean the sum of subscribed and paid up equity and all reserves created out of the profits and securities premium account after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation(as prescribed in the Companies Act 2013).
 - (b) In case of Partnership Firms means partners' capital plus reserve & surplus.
 - (c) In case of individuals, means sum of all assets less liability.

Annexure 6:

Undertaking stating the bidder is not Blacklisted or Bankrupted

Date: *<insert date>*

Place: *<insert place>*

To,
The Superintending Engineer (Civil),
Planning Circle,
Sewerage, Drainage and Solid Waste Management Sector,
Kolkata Metropolitan Development Authority,
UnnayanBhavan,
Salt Lake City, Kolkata – 700 091

Subject: Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted or debarred and terminated for unsatisfactory performance with any of the Government agencies.

Dear Sir,

As required under the RfP of Kolkata Metropolitan Development Authority, titled: Request for Proposal (RfP) for “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis” and Tender Reference Number: *<insert number>*, we would like to make the following disclosure:

We are not being under ineligibility for corrupt or fraudulent practices.

We were not blacklisted nor were any of the contract/services terminated with/by any of the Central/State Government Ministries/Affiliates or UT Government/PSU Organizations for projects in India or elsewhere during the last 5 years.

We have not been declared insolvent/ bankrupt or have not filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority in any country.

We have not been debarred or terminated for any unsatisfactory performance.

Yours truly,

<Signature>

<Insert Name><Insert Designation>

Annexure:- 7
FORM OF UNDERTAKING BY THE JOINT VENTURE
PARTNERS

(On Non-Judicial Stamp Paper of Appropriate Value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint Venture)

THIS JOINT DEED OF UNDERTAKING executed on thisday ofTwo Thousand andby a company within the meaning of the Companies Act, 2013/ partnership firm within the meaning of the (Indian) Partnership Act, 1932/ limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, and having its registered office/ office at..... (hereinafter called the "Party No. 1. which expression shall include its successors, executors and permitted assigns) and M/s a company within the meaning of the Companies Act, 2013/ partnership firm within the meaning of the (Indian) Partnership Act, 1932/ limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, and having its registered office/ office at (hereinafter called the "Party No. 2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering in to a contract [hereinafter called the "Contract" (in case of award) for the work“Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis” terms of tender being NIT No..... issued by the Kolkata Metropolitan Development Authority, (hereinafter called the "KMDA").

WHERE AS the Party No. 1, Party No. 2 and Party No. 3 have entered in to an Agreement dated.....

AND WHEREAS KMDA invited bids for the work “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis” stipulated in the Bidding Documents.

AND WHEREAS ITB and Eligibility Criteria forming part of the bidding documents, inter-alia, stipulates that two qualified partners, meeting the requirements of 'Qualification Requirement of the Bidder', as applicable may bid, provided, they submit a Letter of Intent to enter into Joint Venture Agreement and the Joint Venture Partners fulfill all other requirements under ITB ‘ Eligible Bidder’ and in such a case, the Letter of Bid (Bid Form) shall be signed by the Partner - In Charge so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract by entering into Joint Venture Agreement as per pro-forma submitted with the Bid which will be legally binding on all partners and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to KMDA vide proposal No.....dated..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of ITB and Eligibility Criteria, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by KMDA to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto KMDA for the successful performance of the Contract and shall be fully responsible for for the work “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis” in accordance with the Contract.

That our shareholding in the Joint Venture shall be as follows:

- (i) Party No. 1(lead member) - ___%
- (ii) Party No. 2 - ___%
- (iii) Party No. -3 ___%

If we are awarded the Contract, we undertake to ensure that we maintain our minimum shareholding in the Joint Venture at all material times.

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the parties do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if KMDA suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to KMDA, on its demand without any demur. It shall not be necessary or obligatory for KMDA to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), KMDA can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to KMDA.

4. The financial liability of the Parties of this Deed of Undertaking to KMDA, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (to be suitably appended by the Parties along with this undertaking in its bid). It is further undertaken by the parties that the above sharing of

responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of KMDA in the currency / currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be force able till KMDA discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHERE OF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of has
been affixed in my/ our presence
pursuant to Board of Director's
Resolution dated For Lead Partner (PartyNo.-1) For and on
behalf of M/s
Name.....

Designation

Signature..... (Signature of the authorized representative)

For Party No. - 2

For and on behalf of M/s.....

WITNESS:

I.....

II.....

Common Seal of has been
affixed in my/ our presence pursuant to

Board of Director's Resolution datedFor Party No.-2 For and on behalf of
M/s

Name.....

Designation

Signature..... Signature of the authorized representative)

WITNESS:

I.....

II.....

Common Seal of has been

affixed in my/ our presence pursuant to

Board of Director's Resolution datedFor Party No.-3 For and on behalf of
M/s

Name.....

Designation.....

Signature..... Signature of the authorized representative)

WITNESS:

I.....

II.....

Annexure:-8

FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

(On Non-judicial Stamp Paper of Appropriate value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint Venture)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder.....have formed a Joint Venture under the laws of.....(*)/ in to form a Joint Venture (*) [(*) delete whichever is not applicable] and having our Registered Office(s) / Head Office(s) at.....(hereinafter called the 'Joint Venture' which expression shall unless repugnant to the content or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of.....and having its Registered / Head Office at.....as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to work for the bids for which have been invited by.....(hereinafter called KMDA 'KMDA') to undertake the following acts:

1. To sign and submit proposal and participate in the aforesaid Bid Specification of KMDA on behalf of the "Joint Venture".
- ii) To negotiate with KMDA the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with KMDA for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

For the above purpose, the person(s) authorized by the Partner In-charge shall be the person(s) authorized to act on behalf of the "Joint Venture" as per the Power of Attorney given to him / her / them by the Partner In-Charge,

It is clearly understood that all the partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to fault by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the what so ever the said Attorney / Authorized Representatives / Partner in-charge quotes in the

bid, negotiates and signs the Contract with KMDA and / or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on thisday of.....under the Common Seal(s) of their Companies.

For and on behalf of the
Partners of Joint Venture

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed thereunto in the presence of: WITNESS

1. Signature.....

Name.....

Designation.....

Occupation.....

2. Signature.....

Name.....

Designation.....

Occupation.....

Annexure-9

FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV AGREEMENT

(On Non-judicial Stamp Paper of Appropriate value, if required as per laws of the country of the bidder, to be purchased in the Name of Joint Venture)

THIS LETTER OF INTENT signed on this..... day of..... Two Thousand andby..... a company within the meaning of the Companies Act, 2013/ partnership firm within the meaning of the (Indian) Partnership Act, 1932/ limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, and having its registered office/ office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s a company within the meaning of the Companies Act, 2013/ partnership firm within the meaning of the (Indian) Partnership Act, 1932/ limited liability partnership within the meaning of the Limited Liability Partnership Act, 2008, and having its registered office/ office at(hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" (in case of award)} against the work of “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis”.in terms of tender being NIT No.issued by the Kolkata Metropolitan Development Authority ,hereinafter called "KMDA".

WHEREAS the Party No.1, Party No.2 and Party No-3 intend to enter into a Joint Venture Agreement

AND WHEREAS KMDA invited bids for the work of “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis” stipulated in the Bidding Documents.

AND WHEREAS ITB Eligibility Criteria forming part of the bidding documents, inter-alia, stipulates that two qualified partners, meeting the requirements of 'Qualification Requirement of the Bidder', as applicable may bid, provided, they submit a Letter of Intent to enter into Joint Venture Agreement and the Joint Venture Partners fulfill all other requirements under ITB ‘Eligible Bidder’ and in such a case, the Letter of Bid (Bid Form) shall be signed by the Partner - In Charge so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract by entering into Joint Venture Agreement as per Performa submitted with the Bid which will be legally binding on all partners and all obligations hereunder.

AND WHEREAS KMDA invited bids for the works of “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis”

The above clause further states that this Letter of Intent shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to KMDA vide proposal No.....dated..... by Party No.1 based on this letter of Intent between all the parties; under these presents and the bid has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreement all the parties of this letter of Intent do hereby declare and undertake:

1. In requirement of the award of the Contract by KMDA to the Joint Venture Partners, we, the Parties do here by undertake that M/s..... the PartyNo.1, shall act as lead member of the Joint Venture and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto KMDA for the successful performance of the Contract and shall be fully responsible for the work of “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis” accordance with the Contract for which we shall enter into Joint Venture Agreement as per proforma submitted with the Bid which will be legally binding on all partners.
2. If the Contract is awarded to Joint Venture then in case of any breach or de fault of the said Contract by any of the parties to the Joint Venture, the party(s) will be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if KMDA suffers any loss or damage on account of any breach in the Contract or any short fall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents will promptly make good such loss or damages caused to KMDA, on its demand without any demur. It shall not be necessary or obligatory for KMDA to proceed against lead Partner to the represents before proceeding against or dealing with the other Party(s), KMDA can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to KMDA.
4. The financial liability of the Parties of the Deed of Undertaking to KMDA in the event of award of Contract on the Joint Venture, with respect to any of the claims arising out of the performance or non-performance of the obligations set for within the Deed of Undertaking, read in conjunction with their relevant conditions of the Contract shall, however not be limited in anyway so as to restrict or limit the liabilities or obligations of any of the Parties of the Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix-I (to be suitably appended by the Parties along with this Letter of Intent in its bid). It is further undertaken by the parties that the above sharing of

responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract in the event of award on Joint Venture.

6. It is also understood that this Letter of Intent is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract if awarded and that this Letter of Intent shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Letter of Intent or on the Joint Venture, other than the express provisions of the Contract.
7. This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture Agreement as per proforma submitted with the Bid which will be legally binding on all partners and we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favor of KMDA in the currency/currencies of the Contract.
9. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Letter of Intent have through their authorized representatives executed these presents and affixed Common Seal so their companies, on the day, month and year first mentioned above.

For Lead Partner (PartyNo.-1) For
and on behalf of M/s

Common Seal of has
been affixed in my/ our presence pursuant
to Board of Director's Resolution dated
.....

Name.....

Designation

Signature.....

(Signature of the authorized representative)

WITNESS:

I.....

II.....

Common Seal of has been affixed For Party No.-2 For and on behalf

in my/ our presence pursuant to Board of Director's of M/s
Resolution dated

Name.....

Designation

Signature.....

(Signature of the authorized representative)

WITNESS:

I.....

II.....

Common Seal of has For Party No.-3 For and on behalf of
been affixed in my/ our presence pursuant M/s
to Board of Director's Resolution dated
.....

Name.....

Designation

Signature.....

(Signature of the authorized representative)

WITNESS:

I.....

II.....

Annexure 10:

Initial Implementation and Operational Plan (IIOP)

In preparing the Initial Implementation and Operational Plan (IIOP), Bidders shall review the RfP in full and understand the Project Scope in its entirety. Bidders can undertake required reconnaissance studies and field level studies to ensure that their IIOP meets the requirements of RfP.

The IIOP shall also be in compliance with the applicable laws, including the Solid Waste Management Rules, 2016.

The bidders shall design the IIOP for the Project Scope covering the following items:

Sl. No.	Components	Weightage
1.	Project Understanding	1
2. (a)	Approach and Methodology for Project Operations	5
2. (b)	Land requirement for disposal of inert/ reject (if no land required for disposal by the bidder, 2 marks shall be assigned, else 0 marks)	2
3.	Procurement Plan and Manpower Deployment Schedule including organization chart	4
4.	Takeover Plan	2
5.	Leachate & Inert Management Plan, Quality Assurance & Quality Control (QA & QC) Plan & Environment, Health and Safety (EHS) Plan	1.5
6.	Disaster Management Plan	1.5
7.	Action Plan for Complaint Redressal System	1.0
8.	Implementation Schedule and Action Plan for MIS	1
9.	Business Plan	2.0
10.	Presentation	4
Total		25

(a) Project Understanding

The Bidder shall provide their understanding of the Project with respect to the Project Area and Scope of Work

(b) Methodology for Project Operations

The Bidder shall provide their methodology for carrying out Project Operations as specified under Project Scope. The Bidder may request for any additional data from the KMDA or can generate on his own. The Bidder shall provide a broad process flow chart for Project Operations. The Bidder shall also specify their methodology for segregation of different fractions, leachate management & inert disposal. The Bidder shall also provide sample calculations for estimating infrastructure and manpower requirement. The Bidder shall adhere to the SWM Rules, 2016 and CPHEEO Manual while formulating methodology for Project Operations. A Comprehensive Aggregate Disposal Plan covering activity like Removal, Segregation, Processing, Transportation, Disposal in a scientific manner shall be submitted as well

(c) Procurement Plan, Manpower Deployment Plan and Installation & Commissioning Plan

The Bidder shall provide Procurement Plan, Manpower Deployment Plan for Project Operations as well as and Installation & Commissioning Plan to achieve Commercial Operation Date (COD). The ProcurementPlan shall include the details of Project Asset to be deployed including asset type, capacity, specifications and manufacturer. The Manpower Deployment Plan shall include details on type of manpower (skilled/unskilled/driver), no. of manpower and the source. The Bidder shall provide procurement and deployment schedule in Gantt chart inclusive of replacement of Project Assets during the entire project period. The bidder shall also detail out the Installation & Commissioning Schedule in proper format.

(d) Organization Chart

The Bidder shall provide an Organization Chart of their Management Team with clearly defined roles and responsibility. The Bidder shall also specify the educational qualifications and professional experience for each proposed position. The Organization Chart shall be provided from top to bottom in hierarchy as per below format.

Sl. No.	Position	No.	Role and Responsibility	EducationalBackground	Experience
1					
2					
N					

(e) Implementation Schedule

The Bidder shall conform to the Implementation Schedule as specified in the RfPdocument till the achievement of COD with key milestones, critical activities and completion dates. The Bidder shall also provide the Implementation Schedule in Gantt chart.

(f) Takeover Plan

The Bidder shall provide a Plan for phase-wise takeover or takeover of entire Project Area at once. The Bidder shall provide the Manpower Deployment Schedule and Procurement Schedule to achieve COD as per the Takeover Plan.

(g) Leachate Management Plan

The Bidder shall provide their methodology for leachate management at the dumpsite. The Bidder can also provide their successful experience in previous projects.

(h) Disaster Management Plan

The Bidder shall provide a broad outline for carrying out Project Operations during the time of disaster.

(i) Operation & Maintenance Plan

The Bidder shall provide a broad outline of Operation and Maintenance of Project Assets and Project Operations. The Bidder shall specify the servicing schedule for each Project Asset.

Sl.No.	Project Asset.	Number	Servicing Detail*	Frequency of servicing**	Frequency of Replacement ^s
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

* Bidder to detail out Asset Servicing like – cleaning, painting, critical spare replacement etc.

** Bidder to detail out the frequency of these servicing as detailed in the previous column against each servicing requirement;

Bidder to detail out the frequency of replacement of these assets.

(j) Environment, Health and Safety (EHS) Plan

The Bidder shall provide a broad outline of EHS Plan for Project Operations. The Bidder shall indicate the environment, health and safety measures proposed to be adopted during the Project Period. The Bidder shall specify the measures for each project activity as per below format.

Sl. No.	Activity	Potential Impact on Environment, Health and Safety	Preventive, Control & Mitigation Measures	Action Plan

(k) Action Plan for Complaint Redressal System

The Bidder shall provide a broad outline for setting up Complaint Redressal System. The Bidder shall provide the infrastructure and manpower requirement for the setting up of Complaint Redressal System. The Bidder shall also specify the support required from the KMDA in setting up of the System. The Bidder shall propose their innovative ways of

effectively dealing with Complaints. The Bidder can also provide their successful experience in previous projects.

(l) Action Plan for MIS

The bidder shall provide the detailed MIS framework to be implemented for 24*7 monitoring of the project operations as well as data management.

(m) Business Plan

The bidder shall provide a detailed Business Plan in terms of their overall project operations, environmental & social compliances, selling of bio mined fractions and inert disposal. The Business Plan shall include the following structure:

- (a) Overview
- (b) Strength, Weakness, Opportunities and Threats (SWOT) analysis
- (c) Industry analysis
- (d) Market demand analysis
- (e) Sales Strategy & Marketing Plan
- (f) Operation Plan
- (g) Financial Plan along with expected revenue generation for the project period
- (h) (Financial model to be provided)

(n) Environmental Quality Parameter Monitoring:

- i. Air Quality
- ii. Water Quality (Ground and Surface)
- iii. Soil Quality

(o) Expected Completion Date:

The bidder should specify the expected completion date of the entire project(i.e. removal of such quantity of legacy waste, mentioned in this RfP). The date should be specified in _____ (DD/MM/YYYY) format.

**Annexure 11:
Clarification Format**

Bidders requiring specific points of clarification may communicate with KMDA within the specified time period mentioned herein using the following format:

(The Bidder must submit the PDF version as well as Excel/Word format of the clarification)

Sl. No	Section Reference	Page No.	Statement of Clarification/ Deviation	Remarks

Annexure-13

TRIPARTITE AGREEMENT

“Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis”

THIS AGREEMENT is made on this Day of _____, **2022** for the work of “Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Chandmari Dump Site, Bally under Bally Municipality on turnkey basis”

BETWEEN:

The Superintending Engineer (Planning Circle) KMDA hereinafter referred to as Tender Inviting Authority (TIA), Kolkata Metropolitan Development Authority, an Authority under Urban Development and Municipal Affairs Department, Govt, of West Bengal, (which expression means and includes its successor-in-office/ Assigns etc.) of the FIRST PART.

AND

The Executive Officer / the Chairperson / the Administrator Bally Municipality therein called as concerned ULB hereinafter referred to as Executing Authority (which expression means and includes its successor-in-office/ Assigns etc.) of the SECOND PART.

AND

The Agency named _____ **having registered office at** _____
PAN No:&, _____ **having registered office at** _____
_____ **PAN No :** _____ , **represented through**.....(Name) being.....(Designation) having PAN no.....hereinafter referred to Agency (which expression means and includes its successor-in-office/ Assigns etc.) Of the THIRD PART.

WHEREAS:

A. TIA, KMDA,

B. The **Administrator / Commissioner/the Executive Officer** Bally Municipality require the agency to provide the services as defined in the Bid document to support their project;

And

C. The Agency has agreed to provide the services on the terms and conditions set out in this contract.

A. Scope of work of Kolkata Metropolitan Development Authority (KMDA): FIRST PART

- (i) **KMDA will be guided and controlled under directives of Urban Development and Municipal Affairs Department, Govt. of West Bengal**
- (ii) **Floating of NIT,**
- (iii) **Selection Of Bidder/s**
- (iv) **Release of Fund**
- (v) **Administrative control, execution & overall monitoring of the project**
- (vi) **Proper coordination with SECOND PARTY & THIRD PARTY.**
- (vii) **Approval of Action Plan submitted by successful bidder.**

B. Scope of the Bally Municipality:

- a) The Municipal Corporation/ ULB shall provide and hand over an encroachment free legacy waste dump site of required area.
- b) Municipal Corporation/ ULB shall also provide approach road, Water Connection, Street Lighting up to the outside of boundary line of legacy waste dumping site.
- c) Municipal Corporation/the ULB shall make arrangement for collecting, transporting and dumping of their daily fresh solid waste at a separate place may be within the dump site, but in no way the fresh waste be allowed to mix with the legacy waste.
- d). Municipal Corporation/the ULB should not dump Septic tank Sludge in the vicinity where legacy waste processing works are being/ will be carried out.
- e) Provide assistance to the agency towards getting any types of clearance/ NOC or electric / water connections etc.
- f) Municipal Corporation/the ULB will also ensure whether operations in the legacy waste plant are going on as per SOP mentioned in the Agreement and as per relevant guidelines in the SWM Rule 2016, PWM Rule 2016, and directives of Hon'ble NGT and CPCB/ WBPCB and CPHEEO guidelines enforced time to time.

Since payment to the Agency is based on Tipping fee, per Ton of the legacy waste processed, it is absolutely mandatory on the part of Municipality to verify and authenticate on the body of each bill so generated and scientifically disposed of from site. ULB shall certify the quantity of legacy waste processed and different fractions (Inert, Good earth & RDF) disposed off from site.

- iii) Daily supervision of site work, measurement records of work done, preparation/checking of Bills raised/submitted by agency.
- iv) Recording of all relevant documents specially processed materials and disposal details.

C. Agency's responsibilities:

1. The Agency shall carry out all activities as mentioned in the scope of work in **Terms of Reference of RFP and already executed Tender document**
 - i. All tests should be done from any Govt. Institutions or Authorities of national repute or any reputed NABL accredited laboratory.
 - ii. All types of clearance and NOC required for Installation / Commissioning and Operating have to be taken from appropriate authorities beforehand, KMDA/ULB/Corporations will only provide necessary support for acquiring such clearance/NOC. Relevant cost will be borne by the agency.
 - iii. The bidder will minimize mal odor 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 WBPCB rules and regulations.
2. The Agency shall be fully responsible for carrying out the operations in a safe and secured manner, consistent with the law of the land, laws and regulations and directives of any Authority and permissions.
3. The Agency shall be responsible for the safety of all his activities and their 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.
4. The Agency shall be responsible for procurement of required manpower, plant and machineries, vehicles/ equipment, spare parts, accessories, tyres, tubes, hydraulic oil, lubricants, diesel, petrol etc. for day to day running, operation and maintenance of processing plant at his own cost.
5. The Agency shall be responsible for carrying out regular repairing and maintenance works of plant and machinery etc. at their own cost.
6. The Agency shall be responsible for exploring market for sale and disposal of bye-products, recyclable and reusable materials.
7. The Agency shall be responsible for 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 60 days.
8. The processing plant shall meet standards prescribed by Ministry of Environment &

Forest and other applicable laws, rules, guidelines and best Engineering practice.

a) Environmental Compliance:

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

b) Use of Waste Processing Site or Waste Disposal site:

The agency shall use the land/site only for the purpose (either for processing of legacy waste and/or for dumping of waste) it was handed over to them by the ULB.

c) Maintenance of Records:

The Agency shall maintain records of the initial quantity of legacy waste present at site, quantity processed, quantities of different fragments present at site after processing and materials disposal in the format required by ULB and get certified by the concerned authority of ULB/Municipal Corporation.

Agency shall maintain the records dully signed by ULB's representatives.

d) Sale/disposal of Recyclable Waste:

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

e) Insurance:

The Agency shall arrange for insurance for his workmen, equipment etc. No additional burden should fall on the ULB or KMDA due to absence of insurance.

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 this regard.

f) Accidents:

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

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

g) Idle Labour:

The processing plant shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best Engineering practice.

Whatever may be the reason no claim for idle labour, additional cost of establishment, hire and labour charges for Tools and Plants will be entertained.

9. Pumping, Dewatering etc.:

The Agency shall provide all pumping and other arrangements that may be necessary to remove water from foundations, trenches or any part of the structure under construction, It must be ensured that no water bodies of the existing canal, sub-soil and other sources of water gets contaminated in any way from any source during the course of execution of the total project.

10. Water and Electricity:

The Agency shall have to make his own arrangement for adequate supply of water and for electrical power that may be required for or in connection with execution of the work/Project. All these will have to be done at Agency's own cost and expense and no separate payment for any of these shall be made. The cost thereof being deemed to be included in the Contract Price for the project.

10.1 Arrangement for supply of piped water may be taken from concerned ULB by maintaining all official formalities with consent of KMDA /concerned ULB, the cost to be borne by the Agency. Nothing extra will be paid from KMDA end.

10.2 Electrical power from CESC/WBSCDCL to be taken by the bidder maintaining all official formalities with approval of KMDA, the cost to be borne by the Agency. Nothing extra will be paid for such account. If usual supply is not available, in that case the Agency will have to make his own arrangement for electrical power through non-polluting generator. Nothing extra will be paid from KMDA. SUDA may cooperate, if necessary, as a facilitator only.

10.3 All the Parties to this Tripartite Agreement will be bound the terms and

conditions laid down in the bid documents.

10.4 In case of violation of any provisions laid down in the bid documents the respective party will be liable in terms of of the provision laid down in the bid documents.

10.5 In case of any dispute arises out of this agreement, courts in Kolkata will have exclusive jurisdiction

1. The Authorized Representatives:

For KMDA:

For ULB:

For Agency:

Annexures:

1. Concerned Rfp
2. LOA cum work order
3. Computerized generated Price Bid

Signed By

(For the Authority/ Tender Accepting Authority) ,
SUDA

Signed By

(Agency or the Concessionaire or
The Service Provider/Tenderer/Bidder),
EOFPL

Witness:

Date:

Witness:

Date:

(For the Authority of Corporation/Municipality)

Name of Municipality:

Witness

Date:

Appendix-A (Site Monitoring Report Format)

DAILY SITE MONITORING REPORT BY THE KMDA AND MUNICIPALITY

- 1) Name of Urban Local Body (ULB) :
- 2) Name/Location of dump site :
- 3) Date of inspection :
- 4) Inspected by (name of the officer, entrusted by the municipality/nodal officer) :

FORMAT – A1:

LOG SHEET FOR RECORDING TEMPERATURE, MOISTURE CONTENT, PH ETC.

Windrow Sl. No.	Windrow Formation Date	Windrow Size	Age of Windrow	Windrow Turning Day	Temperature		Moisture Content	pH Value	Remarks
					9:00 AM	4:00 PM			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

FORMAT – A2:

LOG SHEET FOR RECORDING WEIGHT OF INPUT LEGACY WASTE

Trip Sl. No.	Date	Time	Vehicle No.	Vehicle Type	Type of material	Gross tare weight (kg)	Empty tare weight (kg)	Net weight (kg) (7) – (8)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Dated Signature of
The Nodal Officer

Municipality/Municipal
Corporation/Notified Area Authority

Format - B:

PRE-BILL CERTIFICATION, SWM RULES' 2016 AND CPCB GUIDELINES FOR DISPOSAL OF LEGACY WASTE COMPLIANCE REPORT

- A. R/A BILL NO. AND DATE :
- B. Quantity of waste processed till the date of previous billing :
- C. Quantity of waste processed till the date of billing :
- D. Quantity of waste processed and payable in this R/A bill :
- E. Quantity of waste fraction, removed from dumpsite in this R/A :
- 1) Name of Urban Local Body (ULB) :
- 2) Name/Location of dump site :
- 3) Estimated Quantity of Legacy Waste :
- 4) Area of legacy waste Dumpsite : (i)
(ii)
(iii)
- 5) Work order issued to :
- 6) AA & FS no. & date :
- 7) Quoted rate :
- 8) Total Estimated Cost :
- 9) Date of commencement :
- 10) Tentative date of completion of biomining :
- 11) Whether the processing is done at site or carried to another site :
- 12) If carried to other site, whether permission/consent has been taken from KMDA :
- 13) If carried to other site, both ULBs been informed? :
- 14) If carried to other site, whether all Environmental precautionary measures being maintained properly
:
- 15) Stabilization of waste by formation of Windrows :
- 16) Use of bio-culture for stabilization of waste :
- 17) Appropriate machineries used :
- 18) Period of maintaining windrows :
- 19) Interval of churning :
- 20) Weighbridge installed (Y/N) :
- 21) No. of weighbridge installed :
- 22) Whether calibration certificate obtained from
Controller of Legal Metrology, Government of
West Bengal? :
- 23) Screening equipment (number) :
- 24) Screen size : (i)
(ii)
(iii)
(iv)
(v)
- 25) Capacity of the each Trommels/Vibrating Screen/
Disc/Star to process in the day :
- 26) Total capacity of the Trommels/Vibrating Screen/
Disc/Star to process in the day :
- 27) Date of operation of the Trommels/Vibrating Screen/
Disc/Star :
- 28) Daily rate of processing :
- 29) Area of land reclaimed(cumulative) :
- 30) Log sheet for temperature recording and pH value :
- 31) Material balance analysis details :
- 32) Supporting documents for use of different fractions
(Bio earth/recyclables/RDF/other waste) :
- 33) Forward linkage for ultimate disposal of
(Mention the name of the agencies and confirm
whether the agreement entered into by the agency) :
(a) Good earth :
(b) RDF :
(c) Inert :
(d) Moisture content :
- 34) Challan and Qtyof the waste material disposed from site: (i) Good Earth
(ii) RDF
(iii) Inert
(iv)

- 35) Appropriate testing of different fractions from NABL/
PCB approved or accredited lab :
- 36) Is fresh waste being dumped with the legacy waste :
- 37) % of inert materials obtained :
- 38) Legacy waste monitoring and management :
- 39) Air quality monitoring as per CPCB guideline :
- 40) Water quality monitoring as per CPCB guideline :
- 41) Ground water analysis as per CPCB guideline :
- 42) Soil analysis as per CPCB guideline :
- 43) Leachate management as per CPCB guideline :
- 44) Fire control and safety as per CPCB guideline :
- 45) Frequency of quality monitoring of Ground Water :
- 46) Frequency of quality monitoring of Ambient Air :
- 47) Frequency of quality monitoring of Soils :
- 48) Safety and COVID control measures :
- 49) Environment health and safety management
including COVID control :
- 50) CCTV & Real Time monitoring System installed with web application:
- 51) App shared with Engineers of KMDA :
- 52) Whether sites-supervisor engaged by the agency :
- 53) Material Balance of Input Waste and output fractions :

 Dated Signature of
 The Nodal Officer

 Municipality/Municipal
 Corporation/Notified Area Authority

 Dated Signature of
 The Nodal Officer
 State Urban Development Agency
 UD & MA Department, Govt. of WB

 Dated Signature of
 The Agency/Operator

 Dated Signature of
 The Junior Engineer (Civil)
 _____ Division
 SD&SWM Sector, KMDA

 Dated Signature of
 The Assistant Engineer (Civil)
 _____ Division
 SD&SWM Sector, KMDA

 Dated Signature of
 The Executive Engineer (Civil)
 _____ Division
 SD&SWM Sector, KMDA