

## State Urban Development Agency

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

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

**Memo No. SUDA – 1255/2023/8644**

**Date:31.10.2023**

**Notice inviting e-tender for selection of bidder for design, build, finance, operate and transfer of Municipal Wet Waste processing facility based on Composting and/or Bio-methanation Technology etc., setting up Semi-Automatic Material Recovery Facility for Dry Waste and construction of Sanitary Landfill (as required size) along with operation & maintenance for 15 years (Renewable) under Swachch Bharat Mission/ Mission Nirmal Bangla for Old Malda Municipality in West Bengal.**

NIT No: .....

The Director, for and on behalf of the State Urban Development Agency (SUDA), Urban Development and Municipal Affairs Department, Government of West Bengal invites tipping rates from reputed and bonafide Suppliers/Manufacturers/ Agencies having experience and acumen in such work as noted below in the eligibility as depicted hereunder for design, build, finance, operate and transfer of Municipal Wet Waste processing facility based on Composting and/or Bio-methanation Technology etc., setting up Semi-Automatic Material Recovery Facility for Dry Waste and construction of Sanitary Landfill (as required size) along with operation & maintenance for 15 years (Renewable) under Swachch Bharat Mission/ Mission Nirmal Bangla for Old Malda Municipality in West Bengal.

<b>Description of Work</b>	<b>Initial Earnest Money Deposit (in Rs.)</b>	<b>Contract Duration</b>
Design, build, finance, operate and transfer of Municipal Wet Waste processing facility based on Composting and/or Bio-methanation Technology etc., setting up Semi-Automatic Material Recovery Facility for Dry Waste and construction of Sanitary Landfill (as required size) along with operation & maintenance for 15 years (Renewable) under Swachch Bharat Mission/ Mission Nirmal Bangla for Old Malda Municipality in West Bengal.	<b>10,00,000 (Ten lakh) only</b>	15 years 06 months (06 months for commissioning of MSW Processing Plant and 15 years for operation & maintenance)

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

**Tender Schedule as follows:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and Time</b>
A.	Date of uploading of Bid Document and Tender Documents (Online Publishing Date)	01.11.2023 at 4.00 pm
B.	Documents download start date (Online)	01.11.2023 at 4.30 pm
C.	Documents download end date (Online)	29.11.2023 at 4.00 pm
D.	Date and time of pre bid meeting	21.11.2023 at 12.00 noon at the office of the State Urban Development Agency at ILGUS Bhawan, HC Block, Sector III, Salt Lake City, Kolkata-700106
E.	Bid submission starting	01.11.2023 at 5.00 pm
F.	Bid Submission closing (Bid Due Date)	29.11.2023 at 4.30 pm
G.	Bid opening date for Technical Proposals	01.12.2023 at 4.30 pm
H.	Date of communicating list for Technically Qualified Bidders	To be notified
I.	Date of Opening of Financial Proposal	To be notified
J.	Date of issuance of Work Order / Signing of Agreement	To be notified

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

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Director, SUDA

**Bid Data:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Data</b>
1.	Cost of Bid Document	Nil
2.	Earnest Money Deposit (EMD)	Rs10,00,000.00 (Rupees Ten Lakh only) as an initial Earnest Money Deposit shall be paid through online mode of payment (payment link will be available in the website). Balance Earnest Money beyond Rs. 10,00,000.00 (if any, to fulfill 2% of amount offered including GST) shall be deposited by the successful Bidder within 10 days from the date of issuance of Letter of Acceptance (LoA) in the form of a Bank Draft obtained in favour of “Director, State Urban Development Agency”, from any nationalized bank payable at Kolkata. The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 12 months of completion of the work. No interest shall be payable on the deducted amount.
3.	Bid Validity Period	180 Days from the due date of Bidding
4.	Eligible Bidder for Bidding	Individual Bidder/JV (Maximum numbers of entities is limited to 2 (two) including the Lead Member)
5.	Method of Bid Submission	Online Submission - Technical & Financial Bid
6.	Total project completion period	15 years 06 months (06 months for commissioning of MSW Processing Plant and 15 years for operation & maintenance).
7.	Total Waste to be processed and removed including the Road Sweeping materials etc.	2.32 Lakh MT which may be varies +- 25%

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

To,  
Director, SUDA  
State Urban Development Agency  
'ILGUS BHAWAN', HC Block, Sector III, Bidhannagar, Kolkata – 700106  
Email: [wbsudadir@gmail.com](mailto:wbsudadir@gmail.com)

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

Ref: Invitation No.

Date:

The Director, SUDA.  
Govt of West Bengal.

To

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

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Attention: Mr. /Ms.:

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

Yours sincerely,

Director, SUDA

## SECTION 2- INSTRUCTIONS TO BIDDERS

<p>1. Introduction</p>	<p>1.1 SUDA will select the agencies /firms in accordance with the method of selection specified in the data sheet.</p> <p>1.2 Eligible agencies /firms are invited to submit a technical proposal and a financial proposal as specified in the data sheet, for consulting services required for the assignment named in the data sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.</p> <p>1.3 The client will provide at no cost to the bidders the inputs and facilities specified in the data sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.4 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.</p> <p>1.5 SUDA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the bidders.</p> <p>1.6 SUDA is not bound to accept any conditional proposal.</p>
<p>Conflict of Interest</p>	<p>1.6.1 Conflict of interest will be deemed occurring where (i) supply of goods and services whose ToR/specifications were prepared by bidder themselves (valid for both individual and organization); (ii) continuation of previous assignment wherein ToR / specifications have not been prepared by the agency; (iii) conflicting assignments like monitoring and evaluation (iv) related assignments and (v) agency's (individual/organization) have a business or family relation with client staff member directly or indirectly involved in preparation of ToR/recruitment/supervision.</p> <p>1.6.2 In case of situation, where conflict of interest is arising, the shortlisted bidder has to take permission from the Employer.</p> <p>1.6.3 Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its contract.</p>
<p>Anti-corruption</p>	<p>1.7 The bidders will observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this the Employer will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;</p>
<p>Only one Proposal</p>	<p>1.8 If a bidder (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of an Associate, including individual experts, in more than one proposal.</p>

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

Joint Ventures	<p>3.4 While preparing the technical proposal, bidders must give particular attention to the following:</p> <p>For the purpose of submitting a proposal and subject to para 1.3 above, a shortlisted bidder may enhance its expertise for the assignment either by:</p> <p>Forming a Joint Venture with number of other firms indicated in the data sheet, in which case the lead bidder and the other partner of the Joint Venture shall be jointly liable under the contract.</p> <p>In the event that the bidder forms a Joint Venture as described above, the bidder shall submit a Notarized copy of the Joint Venture Agreement, as the case may be, with its technical proposal, where it should be mentioned that both the firm will form a separate registered firm, within 3 months from the issuance of work order, to execute the work and payment will be made to the Account of newly formed firm, if they become L-1 bidder. Work order will be issued in the name of both the partners of the JV. In the case of a Joint Venture, the bidder shall also submit a power of attorney (executed by all partners) that authorizes the designated lead or managing partner of the Joint Venture to act for and in behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any letter(s) of Joint Venture agreement, and Joint Venture power of attorney referred to herein, shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the technical proposal of such agency.</p>
Full-time Employees	<p>3.5 A regular full-time employee of the Bidder or the Associates is defined as a person who, on the date of submission of the bidder's proposal:</p> <p>(a) is currently employed under a contract or agreement of employment with the Bidder or Associates;</p> <p>(b) has been employed by the Bidder or the Associates for the last 12 consecutive months preceding the date of submission of the proposal;</p> <p>(c) is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Agency.</p> <p>(d) is engaged to work for the Bidder or the Associates for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.</p>
Technical Proposal Format and Content	<p>3.6 Depending on the nature of the assignment, bidders are required to submit a full technical proposal (FTP), a simplified technical proposal (STP), or a bio-data technical proposal (BTP). The data sheet indicates the format of the technical proposal to be submitted. Submission of the wrong type of technical proposal will</p>

	<p>result in the proposal being deemed non-responsive. The technical proposal shall provide the information in the attached standard forms (Section 3).</p>
4. Submission of Proposal	<p>4.1 The complete proposal should be submitted through online e-tendering process.</p>
5. Eligibility to participate in the Bid	<p>Proposal may be submitted by interested bidders as a single entity or a group of entities (“Bidding JV”). In case of JV, the maximum numbers of entities is limited to 2 (two) including the Lead Member.</p> <p>For eligibility, the bidder shall have at least:</p> <p>5.1 The Entity / Bidder must be a company as specified in Companies Act, 1956/2013 OR a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 OR a Company incorporated under equivalent law abroad OR a Society registered under The Societies Registration Act, 1860 OR a Proprietorship Firm OR a Partnership Firm etc. registered under relevant laws of India. The time period elapsed from commencement of business should be at least 05 (five) years prior to the date of issue of the tender notice. In case of a JV the number of years from commencement will have to be met by the members of the JV.</p> <p>5.2</p> <p>i) Intending bidders should produce credentials of a same or similar nature (any type of fresh Municipal Solid Waste processing and disposal works) of completed work (Completion of Processing Plant including minimum 3 years Operation &amp; Maintenance only) with Central &amp; State Govt./PSU/ULB, of the minimum capacity of 16.97 TPD having combination of Compost, MRF, Bio-methanation and Waste to Energy etc. during 10 years prior to the date of issue of the tender notice; or,</p> <p>ii) Intending bidders should produce credentials of 2(two) same or similar nature (any type of fresh Municipal Solid Waste processing and disposal works) of completed work (Completion of Processing Plant including minimum 3 years Operation &amp; Maintenance only) with Central &amp; State Govt./PSU/ULB, of the minimum capacity of 12.73 TPD having combination of Compost, MRF, Bio-methanation and Waste to Energy etc. during 10 years prior to the date of issue of the tender notice; or,</p> <p>iii) Intending bidders should produce credentials of one single running work of same or similar nature (any type of fresh Municipal Solid Waste processing and disposal works) with Central &amp; State Govt./PSU/ULB which has been completed (Completion of Processing Plant including minimum 3 years Operation &amp; Maintenance only) to the extent of 80% or more and capacity of which is not less than the desired capacity at (i) above.</p> <p>In case, the applicant is a JV, the required credentials criteria is to be fulfilled jointly, provided 100% of the criteria is fulfilled by the Lead Member and 50% of the criteria is fulfilled by the other Member. If the other Member is Start-ups registered under the Department for Promotion of Industry and Internal Trade (DPIIT), under the Ministry</p>



of Commerce and Industry, Government of India and Micro, Small & Medium Enterprises (MSME) shall be exempted for technical experience, provided they are bidding with an experienced lead partner, as JV, meeting with the technical qualification, as required in this RfP, and the partners are jointly responsible for contract implementation.

In case of running works, only those tenders who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress is satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tender.

- 5.3 Bidder must have valid Trade License, PAN, GST, EPF and ESI certificate. Certificate of NSIC/ Excise Registration Certificate is accepted in lieu of Trade License.
- 5.4 Bidder having sufficient qualified technical personnel (i.e, one Project Manager, one civil Engineer and one Mechanical Engineer) with sound knowledge and minimum 5 years' experience in their relative fields. The age limit of technical personnel is not more than 60 years prior to the date of issue of the tender notice. If technical personnel are not already there at the time of bidding, successful bidder shall have to establish technical personnel within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having technical personnel.
- 5.5 The prospective bidders should not have been Black Listed from any Government Organization/ Statutory Body etc. during the last 3 (Three) years. (A self-declaration in this respect has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non- responsive).
- 5.6 The Bidder shall furnish the Article of Association and Memorandum, if applicable.
- 5.7 In case of the JV, The Lead member should have a stake of at least 51% and the partners of the Joint Venture shall be jointly liable under the contract.
- 5.8 Average annual turnover of the bidder (Refer Form TECH-1B) best of three years over the last five financial years (2017-18, 2018-19, 2019-20, 2020-21 and 2021- 22) should be at least **Rs. 5.89 crore**. In case, the applicant is a JV, the required turnover criteria is to be fulfilled jointly, provided 55% of the criteria is fulfilled by the Lead Member. [Turnover shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of chartered Accountants of India (ICAI)].
- 5.9 Average Net Worth of the bidder best of three years over the last five financial years (2017-18, 2018-19, 2019-20, 2020-21 and 2021- 22) should be at least **Rs. 4.42 crore**. 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, the applicant is a JV, the required Net Worth criteria is to be fulfilled jointly, provided 55% of the criteria is fulfilled by the Lead Member.
- 5.10 Bidder must have a Functional Service Centre in the State. If service center is not already there at the time of bidding, successful bidder shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

	<p>5.11 If the following criteria exist in any of the Bidder awarded in last 5 years for same and similar nature of work from any Government Organization before floating of this NIT cannot be participate in this bid:</p> <ul style="list-style-type: none"> <li>✓ In the awarded tender in last 5 years, if 70% of Liquidity Damage (LD) imposed by any Government Organization.</li> <li>✓ Any arbitration with any Government Organization exists.</li> </ul> <p>(A self-declaration in this respect has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non-responsive)</p>
<p>6. Disclaimer</p>	<p>The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by State Urban Development Agency under Urban Development and Municipal Affairs Department, (hereinafter referred to as "SUDA") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist in formulation of their proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for SUDA, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigations into the proposed project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project. SUDA, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. SUDA may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information presented in this RFP document. Mere submission of a responsive Bid/Proposal does not ensure selection of the Bidder as Concessionaire.</p>
<p>7. Bid Evaluation</p>	<p>7.1 Detailed Bid Evaluation Criteria is given in the section-2, Sl. No. 8. The minimum qualifying technical score is 70. Financial proposal of only those bidders will be opened who scores 70 or more marks in the Technical Evaluation.</p> <p>Method of selection will be Least Cost Selection (LCS) Method. The client will select the bidder with the lowest evaluated total price among those bidders who achieve the minimum Technical Score.</p>

8. Bid Evaluation Criteria

<b>Sl No</b>	<b>Parameter</b>	<b>Maximum Marks allotted</b>
<b>1</b>	<b>Firm's General Experience and Experience in similar Assignments</b>	<b>50</b>
1a	Number of Years of Experience of the Firm/company (In case of JV Year of Establishment of Lead Member shall be considered) i. More than or equal to 5 years: 07 marks ii. Additional 1 Mark for every additional Years of Experience of 2 years subject to maximum 10 marks	10
1b	Sub Criteria – “Completed / Ongoing (minimum 80% completed) work experience in Installation and Commissioning of Processing Plant including minimum 3 years Operation & Maintenance of any type of fresh Municipal Solid Waste based on combination of Compost, RDF, MRF and Bio-methanation technology etc. during 10 years prior to the date of issue of the tender notice” i. More than or equal to 16.97 TPD capacity plant in a single project: 21 marks ii. Between 16.97 TPD and 33.94 TPD capacity plant in a single project or 02 projects with a capacity of at least 12.73 TPD each: 25.5 marks iii. More than 33.94 TPD capacity plant in a single project or 03 projects with a capacity of at least 12.73 TPD each: 30 marks	30
1c	Sub Criteria – “Completed / Ongoing (minimum 80% completed) work experience in Bio-mining and Bio-remediation of legacy waste during 10 years prior to the date of issue of the tender notice” i. More than or equal to 0.93 Lakh MT processed:7 marks ii. Additional 50% of 0.93 Lakh MT processed: 8.5 marks iii. Additional 80% of 0.93 Lakh MT processed: 10 marks	10
<b>2</b>	<b>Financial Capacity of the Firm</b>	<b>25</b>
2a	Average annual turnover of the bidder best of three years over the last five financial years (2017-18, 2018-19, 2019-20, 2020-21 and 2021- 22) [If the Bidder is a JV, then either of the members shall fulfil the total turnover criteria] i. More than or equal to Rs. 5.89 crore: 10.5 marks ii. Additional 1 Mark for every additional turnover of Rs. 1.0 Crore subject to maximum 15 marks	15
2b	Net Worth of the Bidder [If the Bidder is a JV, then either of the members shall fulfil the total Net Worth criteria] i. More than or equal to Rs. 4.42 crore: 7 marks ii. Additional 1 Mark for every additional Net Worth of Rs. 1.0 Crore subject to maximum 10 marks	10
<b>3</b>	<b>Approach and Methodology</b>	<b>20</b>
	a. Technology and Process focused on Zero (0) land fill and necessary environment mitigation measures:10 marks b. Disposal/Utilization Plan for Materials recovered from the dumpsite: 5 marks c. Work Schedule and timelines: 5 marks ➤ Date for the Power Point Presentation on Technical Approach and Methodology will be informed in due course.	20
<b>4</b>	<b>Local Presence</b>	<b>05</b>
	i. Presence of office in Kolkata / West Bengal – 05 marks (in case of JV, this is applicable for Lead Member)	05
<b>TOTAL</b>		<b>100</b>

9. Duration of Contract	9.1 The duration of contract for performing the services shall be as indicated in Data Sheet.
10. Earnest Money Deposit (EMD)	<p>10.1 Rs10,00,000.00 (Rupees Ten Lakh only) as an initial Earnest Money Deposit shall be paid through online mode of payment (payment link will be available in the website).</p> <p>Balance Earnest Money beyond Rs. 10,00,000.00 (if any, to fulfill 2% of amount offered including GST) shall be deposited by the successful Bidder within 10 days from the date of issuance of Letter of Acceptance (LoA) in the form of a Bank Draft obtained in favour of “Director, State Urban Development Agency”, from any nationalized bank payable at Kolkata.</p> <p>The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 12 months of completion of the work.</p> <p>No interest shall be payable on the deducted amount.</p>

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

Paragraph Reference	Description
1.1	Name of the Client: The Director, SUDA. Method of selection: Least Cost Selection (LCS) Method.
1.2	Financial Proposal to be submitted together with technical proposal: Yes The overall scope of work is as specified in the Terms of Reference.
1.3	The client will provide to the agency/firm encroachment free land for construction, installation & commissioning of waste processing plant, sanitary landfill, office building, weigh bridge etc.
1.9	Proposals must remain valid for 180 days from the date of opening of the Financial part of the Bid.
2.1	Clarifications may be requested not later than 15 days before the submission date. The address for requesting clarifications is: The Superintending Engineer, SUDA (Tel: 9836650784); Queries of bidders, if any are to be submitted through mail to the State Urban Development Agency at <a href="mailto:wbsudadir@gmail.com">wbsudadir@gmail.com</a> & <a href="mailto:sbm.wbsuda@gmail.com">sbm.wbsuda@gmail.com</a> within 21 <sup>st</sup> November’ 2023.
3.2	<p>The bidder is also advised to visit the site/disposal ground and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for processing of Municipal Solid Waste. The costs of visiting the processing site and the municipal area shall be at the bidder’s own expenses. The bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals.</p> <p>For Technical Bid, the Bidder has to upload the following statutory and non-statutory documents in <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> :</p> <p>(i) This RFP document, with all pages signed by the Authorized Signatory.</p> <p>(ii) Payment Receipt of EMD.</p>

- (iii) Registration of firm/company (both lead partner & JV partner in case of Joint Venture) with the state government / Govt. of India under the relevant Act.
- (iv) Certificate of Incorporation/ Registered Partnership Deed/Equivalent Documents (both lead partner & JV partner in case of Joint Venture).
- (v) Copy of work orders & completion certificates (in case of completed projects) or certificate of satisfactory running work (in case of on-going project) in favour of bidder (both lead partner & JV partner in case of Joint Venture).
- (vi) Valid scanned copy of Trade License, PAN, GST, EPF and ESI certificate etc. Certificate of NSIC/ Excise Registration Certificate is accepted in lieu of Trade License.
- (vii) A self declared Black Listed certificate (both lead partner & JV partner in case of Joint Venture).
- (viii) The Article of Association and Memorandum, if applicable (both lead partner & JV partner in case of Joint Venture).
- (ix) Audited financial statement (Balance Sheet and Profit & Loss Statement) of the firm/company (both lead partner & JV partner in case of Joint Venture) for the last 5 years (2017-18, 2018-19, 2019-20, 2020-21 and 2021- 22).
- (x) Income Tax Return Certificate for the last 5 years (both lead partner & JV partner in case of Joint Venture).
- (xi) Power of Attorney for the authorized person to sign the bid/proposal.
- (xii) Form of Notarized Joint Venture agreement in case of Joint Venture (if applicable).
- (xiii) Section 3: Technical Proposal - Standard Forms.
- (xiv) Section 4 - Financial Proposal - Standard Forms.
- (xv) Any other document to fulfil the eligibility criteria mentioned in Section-2 of this RFP.

As per available data the quantity of solid waste collected & provided by the ULB is 42.42 TPD (may be varies +-15%) for Processing. Brief particulars of the project are as follows:

Sl. No.	Name of the ULB	Population in 2011	Population in 2021	Per capita solid waste generation per day in gms	Total solid waste generation as on 2021 in TPD ( may be varies $\pm 15\%$ )	Total Dry waste generation as on 2021 in TPD( may be varies $\pm 15\%$ )	Total Wet waste generation as on 2021 in TPD (may be varies $\pm 15\%$ )	Availability of Land in Acres
1	Old Malda Municipality	84012	119508	355	42.42	16.97	25.45	

3.3

3.4	Proposal may be submitted by interested bidders as a single entity or a group of entities (“Bidding JV”). In case of JV, the maximum numbers of entities is limited to 2 (two) including the Lead Member.
3.6	<p>The format of the technical proposal to be submitted is:  Simplified Technical Proposal (STP) Following:  Technical Proposal Submission Form:  TECH-1A: Qualification Application  TECH-1B: Financial Statement  TECH-1C: Structure &amp; organization  TECH-1D: Statement of any Indictment  TECH-1E :Firm’s Experience  TECH-1F: Key Technical and Managerial staff  TECH-2: Methodology for proposed operation &amp; maintenance  TECH-3: Format for power of attorney for signing of proposal  TECH-4: Format for power of attorney for lead member of joint venture</p>
9.1	<p>The concessionaire shall complete the work of construction, installation &amp; commissioning of waste processing plant, sanitary landfill (if required), office building, weigh bridge and other ancillary work within 180 days from the date of issue of work order.</p> <p>The concessionaire shall operate and maintain the processing plant for minimum 15 years (Renewable based on satisfactory performance) after its commissioning.</p>

### **SECTION 3: Technical Proposal - Standard Forms**

#### **Form TECH-1A: Qualification Application**

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

[Location, Date]

To:

The Director, SUDA

Dear Sir/Madam:

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_

Name and Title of Signatory: \_

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

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

## Form TECH-1B: Financial Statement

1. Name of Applying Agency:
2. Summary of turnover generated on the basis of the audited financial statement of the last 05(five) financial years.

	2017-18 (Rs. In Lakh)	2018-19 (Rs. In Lakh)	2019-20 (Rs. In Lakh)	2020-21 (Rs. In Lakh)	2021-22 (Rs. In Lakh)
<b>Annual Turnover</b>					

Average Annual Turnover is XXXX (Rs in Lakh) :

Signed by a Practicing Chartered Accountant

Name:

Membership No.:

Name of the Firm with Seal :

Date :

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

## Form TECH-1C: Structure & organization

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

1. Name of applying agency / lead agency:
2. Registered Office Address:  
Telephone No.:  
Fax No. :  
E mail#:  
Website:
3. Kolkata Office Address (if any):  
Telephone No.:  
Fax No. :  
E mail#:  
Website:
4. Name of the Contact Person for this assignment:  
Designation:  
Address:  
Telephone No. :  
Cell phone No.:



E mail:  
Fax No. :

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

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

**B. Details about the JV Partner:**

1. Name of JV partner:
2. Registered Office Address:  
Telephone No.:  
Fax No. :  
E mail#:  
Website:
3. Kolkata Office Address (if any):  
Telephone No.:  
Fax No. :  
E mail#:  
Website:
4. Name of the Contact Person for this assignment:  
Designation:  
Address:  
Telephone No. :  
Cell phone No.:  
E mail:  
Fax No. :

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

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

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

Date:

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

Sir,

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

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

Yours faithfully,

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

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

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

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

Date:

Place:

Rubber Seal of the Bidder/

(Signature of the Authorized Signatory)

Lead Member of the JV

(Name and designation)

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

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

## Form TECH-1F: Key Technical and Managerial staff

[Using the format below, provide information on key technical and managerial staff of your firm, and each joint venture partner or Co-applicant for this assignment, proposed to work on the assignment for carrying out services under this assignment.]

Name	Position Assigned	Area of Experience	Task Assigned	Employment Status with Firm (Fulltime/ Contract)	Education/ Degree (Year/ Institution)	No. of years of relevant Experience

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

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

The Implementation Plan shall comprise:

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

(Please refer the indicative requirements mentioned in the ToR)

Sl.No	Equipment / Machinery				Number

  

Sl. No.	Vehicle Type	Owned No	Leased No	Total No	Capacity in terms of Volume

3. Processing Technology:

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

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

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

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

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

*(On Stamp paper of relevant value)*

POWER OF ATTORNEY

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

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

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2023  
For \_\_\_\_\_  
(Name and designation of the person(s) signing on behalf of the Bidder)

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

Date: .....  
Note:

Note:

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

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

*(On Stamp paper of relevant value)*

**POWER OF ATTORNEY**

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

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

Now this power of attorney witnesses that;

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

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

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

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

.....

(Executants)

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

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

## Section 4 - Financial Proposal - Standard Forms

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

All the terms of the tender document are applicable.

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

[Location, Date]

To:

The Director, SUDA

Dear Sir/Madam,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the "Selection of bidder for design, build, finance, operate and transfer of Municipal Wet Waste processing facility based on Composting and/or Bio-methanation Technology etc., setting up Semi-Automatic Material Recovery Facility for Dry Waste and construction of Sanitary Landfill (as required size) along with operation & maintenance for 15 years (Renewable) under Swachh Bharat Mission/ Mission Nirmal Bangla for **Old Malda Municipality** in West Bengal".

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]

: \_\_\_\_\_

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

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

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



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

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

Sl. No.	Item	Quantity (in Ton)	Quoted Rate (inclusive of all taxes, duties and GST) in Rs.
1.	Design, build, finance, operate and transfer of Municipal Wet Waste processing facility based on Composting and/or Bio-methanation Technology etc., setting up Semi-Automatic Material Recovery Facility for Dry Waste and construction of Sanitary Landfill (as required size) along with operation & maintenance for 15 years in terms of tipping fee for <b>Old Malda Municipality</b> .	01	

**Note:**

1. The bidder should quote Per MT of Input Fresh Waste processed through combination of Compost, MRF, Bio-methanation and Waste to Energy etc. at the dumpsite, as per the scope of work. The bidder should quote the rate inclusive all taxes, duties and GST.
2. As per available data the total quantity of fresh waste to be processed and removed including the Road Sweeping materials etc. at site is approx. 2.32 Lakh MT which may be varies +/- 25% during 15 years.

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

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

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

### **2. Background:**

#### **2.1 Introduction:**

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

#### **2.2 Objective:**

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

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

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

SUDA is desirous of implementing an 'Integrated Municipal Solid Waste Management Project' covering various components of waste. So part of the services (Processing of Waste) are being contracted in this contract.

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

### **A. For Composting and/or Bio methanation Facility Plant:**

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

- a. Design, Build, Finance, Operate and Transfer (DBFOT) of required capacity (based on total wet waste generation as on 2021 + 10% ) of Municipal Solid Waste Processing facility based on Composting and/or Bio methanation technology with pre-sorting facility for Old Malda Municipality during the contract period and O&M for 15 years (Renewable based on effective performance).
- b. Preparation of design, drawing and specifications of required civil works and installation of plant & machinery together with processing of wet waste likely to generate till next 15 years to cater all the wet waste required to be processed.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of TIA/representative. The amount needed for vetting to be borne by the concerned agency.
- d. The dispensing unit for the gas shall be provided by the bidder.
- e. The bidder may has to repair, painting on the existing boundary wall along the perimeter of the Project Site and arrange/rectification of existing lighting arrangement for adequate lighting system for easy operations in the working area as well as to the access ways.
- f. The bidder shall also set up a leachate treatment facility in accordance of applicable rules and regulations.
- g. All sites should be visited before quoting of the rates at the expenses of agency.
- h. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- i. All types of clearance and NOC required for Installation / Commissioning and Operating have to be taken from appropriate authorities beforehand. SUDA/ULB/ Corporations will only provide necessary support for acquiring such clearance/NOC.
- j. The Agency may also take necessary measures so that the entire processing system shall be established in accordance with Guidelines issued by CPCB/State PCB and Solid Waste Management Rules 2016 and other applicable rules & norms as amended from time to time.
- k. The bidder will minimize mal odour generation, prevent off-site migration of gaseous emissions. Ambient air quality at the site and in the vicinity shall be monitored to meet the specified standards as per Central Pollution Control Board (CPCB) and West Bengal Pollution Control Board (WBPCB) rules and regulations.
- l. Set up and operate the system for Composting and/or Bio methanation facility etc. in the city.
- m. The bidder should ensure that the gas supplied by him should comply to the prevailing standards for Automotive use to be used as fuel.
- n. The processing plant shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best Engineering practice.
- o. Dispose the recyclables recovered at the system for Composting and/or Bio

methanation facility as per the SWM Rules 2016 and other applicable environmental laws.

- p. Transportation of inert/residual processing waste from Processing facilities to the Sanitary Landfill is to be done by the Developer.
- q. Electricity, water etc. utility expenses/ charges will be borne by the bidder.

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

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

- a. Design, Build, Finance, Operate and Transfer (DBFOT) of Semi-Automatic Material Recovery Facility of required capacity (based on total dry waste generation as on 2021 + 10%) for processing of Municipal Solid Waste with pre-sorting facility for Old Malda Municipality during the contract period and O&M for 15 years (Renewable based on effective performance).
- b. Preparation of design, drawing and specifications of required civil works and installation of plant & machinery together with processing of dry waste likely to generate till next 15 years to cater all the dry waste required to be processed.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of TIA/representative. The amount needed for vetting to be borne by the concerned agency.
- d. All sites should be visited before quoting of the rates at the expenses of agency.
- e. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- f. All types of clearance and NOC required for Installation/ Commissioning and Operating have to be taken from appropriate authorities beforehand. SUDA/ULB/ Corporations will only provide necessary support for acquiring such clearance/NOC.
- g. Set up and operate the material recovery facility in the city.
- h. The Agency may also take necessary measures so that the entire processing system shall be established in accordance with Guidelines issued by CPCB/State PCB and Solid Waste Management Rules 2016 and other applicable rules & norms as amended from time to time.
- i. The agency may install wind breaking screens on the downwind side to prevent blowing of lighter waste such as plastic, paper, cloth, etc.
- j. Dispose the recyclables recovered at the MRF facility as per the SWM Rules 2016 and other applicable environmental laws.
- k. Electricity, water etc. utility expenses/ charges will be borne by the bidder.

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

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

- a. Design, Build of the balance work as well as rectification on existing facilities (if required), Finance, Operate and Transfer (DBFOT) of Sanitary Landfill at the designated location.
- b. Preparation of design, drawing and specifications of required civil works for the disposal of inert/end product likely to generate from processing plants for a minimum period of 20 years as per SWM rule 2016.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of TIA or his/her authorized representative. The amount needed for vetting to be borne by the concerned agency.
- d. The inert materials should be collected from all the processing plants.
- e. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- f. All types of clearance and NOC required for Setting up of SLF should have to be taken from appropriate authorities beforehand. SUDA/ULB/ Corporations will only provide necessary support for acquiring such clearance/NOC.
- g. Maintain weighbridge in working condition to measure the quantity of inert entering the site. Record keeping of the weighbridge data shall be done electronically at all times of the day and night.
- h. The Developer shall provide fencing along the perimeter of the Project Site and arrange adequate lighting system for easy operations in the working area as well as to the access ways.
- i. Provide fire protection measures and safety equipment for all workers at the site. Entrance into the Project Site from outside the site shall be restricted to one point. However, several emergency exits may be provided.
- j. Monitor ground water quality and ambient air quality monitoring within the site from authorized laboratories/agencies and submit the report on quarterly basis.
- k. The Sanitary Landfill shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best engineering practice.
- l. Electricity, water etc. utility expenses/ charges will be borne by the bidder.
- m. To Operate and Maintain the Sanitary Landfill Facility as per the Schedule I of Solid Waste Management Rules, 2016 and also follow all technical specifications as per CPHEEO 2016 SWM Manual Published by Ministry of Environment, Forests and Climate Change (MOEF&CC).
- n. The contractor is responsible for making arrangement for daily soil cover as specified in the Schedule I of Solid Waste Management Rules, 2016.

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

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

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

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

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

- a. The concessionaire on behalf of client will keep the weigh bridge record of entry of waste received and exit of waste/inert materials after processing on daily basis. The ULB authority is authorized to inspect/audit the accounts.
- b. The concessionaire shall maintain and submit electronic reports of the above records, using software and formats approved by the SUDA/ULB, on a monthly basis. All records shall be available to SUDA/ ULB at reasonable times and places throughout the term of any contract resulting from this RFP and for a period of fifteen (15) years.

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

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

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

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

- a. Prompt repairs of the storage and waste drying places, Leachate collection drainage and treatment system, electrical items, drains, vehicular passages, sieving machineries, lighting and fencing;
- b. Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the waste processing facility.
- c. Maintaining the shape, scope, full cross-section of the storm water drainage system and Leachate collection and drainage system; maintain stock spare parts for the machinery.
- d. Keeping the waste processing facility in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the facility or any other property on or near the site.
- e. Undertaking maintenance works in accordance with the O&M Plan and Operations Protocol.
- f. The rejects/inert from the processing should not be more than 10% of the total

waste.

- g. Bidder has to dispose off the inert materials at Sanitary Land Fill (SLF) site constructed by the agency. If land is not available for SLF, inert materials to be disposed to the available regional / Cluster SLF situated within 25km radius
- h. Preventing, with the assistance of law enforcement agencies, where necessary, any unauthorized entry to and exit from and any encroachments including any encroachments on the site.
- i. Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/ Permits.
- j. For discharge of waste water and foul gasses, emission standards to be followed strictly as per prevailing WBPCB, CPCB, CPHEEO or any Govt. norms.
- k. The Agency may also take necessary measures so that the entire processing system shall be established in accordance with Guidelines issued by CPCB/State PCB and Solid Waste Management Rules 2016 and other applicable rules & norms as amended from time to time.
- l. Monitoring system for air quality standard at the point of outlet should be maintained round the clock and the report should be made available as and when required by SUDA/ULB/Corporation.
- m. To remedy the continuing damage to the environment and to comply with directions of the Hon'ble National Green Tribunal & Hon'ble Supreme Court of India & Hon'ble High Court at Calcutta (as the case may be) the agency have to scientifically manage the solid wastes as per the SWM Rules, 2016 and may abide by the relevant guidelines/policy issued by the Central/State Government from time to time and to effectively plan for waste management and to process the fresh wastes.
- n. The agency may prepare an action plan and the same may be submitted by the agency and that may be approved by the SUDA & the plan may be reviewed periodically to check the remedial measures to remedy the continuing damage to the environment.
- o. Suitable treatment process should be maintained inside the plant before discharging the waste water into drains/nullahs/water bodies.
- p. Plantation of adequate numbers should be done and maintain to reduce the noise and air pollution from the plant.
- q. No work at night shall be done. Special permission shall be taken beforehand from the appropriate authority if needed.
- r. All the vehicles to be used by the agency in and outside the plant shall strictly follow latest emission standard.
- s. The site shall be made available for inspection at any time as and when felt necessary by the Authorities.
- t. The agency may also take all necessary measures to prevent air pollution, dust emission and noise emission.
- u. All the materials to be used for construction/maintenance shall be of ISI mark.
- v. After completion of the commissioning of the plant, three sets of approved drawing consisting sewer line drawing, water supply line drawing, fire fighting arrangement details to be handed over to the SUDA/ULB.
- w. Suitable fire fighting arrangement shall be made as per prevailing norms and standards laid down by the Govt.
- x. Arrangement for rainwater harvesting shall be done within the plant area.
- y. There shall be a monitoring system at the entry, exit and weigh bridge from ULB/Corporation end. The monitoring system may be manual/mechanized round the clock.

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

The Emergency Response Plan (“ERP”) shall be developed by the Concessionaire. This shall be a part of the Operations Protocol developed by the Concessionaire. The ERP shall set out steps to be taken and measures to be adopted by the Concessionaire in responding to dealing with Emergency including those situations related to personal injuries or fatalities, property damage and force majeure as follows:

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

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

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

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

### **4. Forfeiture of Earnest Money Deposit (EMD) against the Work:**

- a) If the Bidder withdraws its Proposal during the interval between the Bid Due Date and expiration of the Bid Validity Period.
- b) If the Successful Bidder fails to provide the Balance Earnest Money Deposit within the stipulated time or any extension thereof provided by SUDA.
- c) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- d) If the Successful Bidder fails within the Specified time limit to sign the Agreement.

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

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

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

The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such



deducted total amount will be refunded after 12 months of completion of the work.

No interest shall be payable on the deducted amount.

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

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

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

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

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

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

- a. Penalty of Rs. 2.0 lakh per month will be imposed for delay in commissioning/ mobilization/ machineries installation period of the plant beyond the scheduled date limited to maximum of 10% of the Contract Value. One month will be considered if the delay is more than 21 days but less than 31 days.
- b. The concessionaire is responsible for storage / transportation / disposal of residual waste safely as per the provisions made in the SWM Rules, 2016 and directives issued by the Hon'ble NGT time to time. The residual waste should not be dumped on road side or on other's property. If the residual waste is dumped on road side or on other's property, a penalty of Rs. 10,000/- per event per day, till the compliance of the failure is achieved will be charged to the concessionaire.
- c. Non-compliance of Safety Standards, use of Personal Protective Equipment, fire safety, slope stability while forming windrows (if any during pre-stabilization process) by the workers or non working of pollution control/dust mitigation measures, a penalty of Rs. 20,000 /- per incidence per day, till the compliance of the failure is achieved will be charged to the concessionaire.
- d. Non-provision of Site Facilities as per the work plan, submitted by the Bidder at the start of work and duly approved by the Authority, a penalty of Rs.10,000 /- per item per day, till the compliance of the failure is achieved will be charged to the concessionaire.
- e. Tampering of records at weighbridge or submission of manipulated records or any malpractice which will affect quantity & quality of work done, a penalty of 50% of

the value of bills certified for three (03) preceding months from the month of incidence noticed.

- f. Beyond 15 days of retention of processed fractions of any sort viz. RDF, Inert and Compost/Good Earth etc., will attract imposition of penalty of Rs. 20,000 /- per day of delay, till the compliance of the failure is achieved will be charged to the concessionaire limited to maximum of 10% of the Contract Value.
- g. If the quantity of inert waste to be disposed off in the sanitary landfill is more than the 10% quantity of waste received at site a charge of Rs.2000 per ton shall be charged on the extra weight than 10% of the total waste.

If the cumulative Penalties amount exceeds 10% of the Contract Value, the authority may terminate the contract agreement and forfeit the EMD and Security Deposit.

#### **10. Compensation for Delay:**

- a. In case the work is not completed within the stipulated period of completion and along with all such extensions, which are granted to the Bidder for either Authority's default or Force Majeure or as decided by Authority, the compensation shall be levied on the Bidder at the rate of Rs. 20,000 /- per day of delay limited to maximum of 10% of the Contract Value. The Authority will deduct the compensation damages from payments due to the Bidder.
- b. If the cumulative compensation damage amount exceeds 10% of the Contract Value, the authority may:
  - I. Terminate the contract agreement and forfeit the EMD and Security Deposit.
  - II. Retain the Bidder on depositing the amount equivalent to the such compensation damage of 10% of the contract amount. However, the retention of the Bidder on such ground shall not free him from his liabilities for completion of the work or any future imposition of compensation damages.

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

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

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

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

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

SUDA/ULB/Authority.

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

## **12. Human Resource :**

- a. The agency shall, during the contract period, have requisite staff/representatives as required to run the plant and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.
- b. The agency shall be responsible for health safety measures of his workers.
- c. The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948 and the Workmen's Compensation Act, 1923. In addition to followings:
- d. The agency shall not employ in connection with the operations and services under this contract any person of less than 18 years age.
- e. At all times during continuance of the contract, the agency shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The agency shall keep the ULB indemnified in case any action is taken against the ULB by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- f. The agency shall keep all records desired under the said labour laws, submit periodical returns to the respective statutory Authority. The agency shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
- g. The agency shall obtain the license in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein, if applicable.
- h. The agency shall pay the staff deployed by him under this contract as per the minimum wages act in force and amendments.
- i. Not with standing anything contained herein, the ULB may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the cost there of from the agency.

### **13. Events of Default:**

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

(a) The agency:

- i. Fails to provide the Balance Earnest Money Deposit within the stipulated time or any extension thereof provided by SUDA.
- ii. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- iii. Fails within the Specified time limit to sign the Agreement.
- iv. Has repudiated the contract.
- v. Without reasonable excuse has failed to commence operations in accordance to the conditions of contract and/or failed to complete the activities/operations within the time stipulated for completion of the contract.

(b) Gross misconduct of the agency:

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

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

- a. Without prejudice to any other right or remedy which SUDA/Urban Local Body (ULB) may have in respect thereof under this contract, upon the occurrence of agency's Event of Default, the SUDA/ULB may, subject to the provisions of this contract, terminate this contract in the manner as set out under:
  - i. If SUDA/ULB decides to terminate this contract upon the occurrence of

agency's Event of Default, in the first instance, he shall issue preliminary notice to the agency. Within fifteen (15) days of receipt of preliminary notice, the agency shall submit to SUDA/ULB through the Competent Authority in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non- submission of the agency's proposal to rectify within the said period of fifteen (15) days, SUDA/ULB shall be entitled to terminate this contract by issuing termination notice and forfeited EMD and security deposit (SD). If the total amount due to the SUDA/ULB exceeds any payment due to the agency, the difference shall be a debt payable to the SUDA/ULB.

- ii. If any irregularities are found in the accounts of sale at any time, the SUDA/ULB shall notify the concessionaire for not more than 15 days to rectify the accounts. If the accounts are not regularized within 15 day of issue of notice by the SUDA/ULB, the contract may be terminated without further notice and forfeited EMD and security deposit (SD). If the total amount due to the SUDA/ULB exceeds any payment due to the agency, the difference shall be a debt payable to the SUDA/ULB.
- iii. If the agency's proposal to rectify the underlying event of default is submitted within the period stipulated therein, the agency shall have further period of fifteen (15) days to remedy/cure the underlying event of default. If, however the agency fails to remedy/cure the underlying event of default within such further period allowed, SUDA/ULB shall be entitled this contract, by issue of termination notice and forfeited EMD and security deposit (SD). If the total amount due to the SUDA/ULB exceeds any payment due to the agency, the difference shall be a debt payable to the SUDA/ULB.
- iv. Non-compliance of the provision of the RfP.
- v. The site to be vacated by the agency at his own cost within a reasonable time to be decided by SUDA in the event of termination of contract.

b. Withdrawal of Termination Notice;

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

**15. Termination of contract due to convenience of ULB :**

The contract may also be terminated by the SUDA /ULB by giving minimum 30 days' notice to the agency for any administrative reason or due to the order issued by the State Government or due to the decision taken by the Competent Authority.

**16. Force Majeure Event :**

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

Material Adverse Effect shall constitute Force Majeure Event:

- (a) Earthquake, flood, inundation and landslide;
  - (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
  - (c) fire caused by reasons not attributable to the agency/ULB or any of the employees, or agents of the agency/ULB.
  - (d) Acts of terrorism
  - (e) Strikes, labour disruptions, any other disruptions or public unrest not arising on account of acts of the agency/ULB
  - (f) Action of Government Agencies having Material Adverse Effect, including but not limited to:
    - Acts of expropriation compulsory acquisition or take over by any Government agency of the processing/ landfill site facilities or any part thereof.
    - Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the agency in any proceeding, which is non-collusive and duly prosecuted.
    - any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any applicable permits, in each case for reason other than the agency's breach or failure in complying with the SWM rule, 2016, O&M requirements defined in the contract, applicable laws, applicable permits, any judgment or order of any Government Agency or of any contract by which the agency as the case may be is bound.
    - Early termination of this agreement by ULB for reason of national emergency or national security.
  - (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
  - (h) Strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
  - (i) Any resistance from the citizens or any other groups not allowing to operate the plant stipulated in the tender.
2. Force Majeure shall not apply in the following circumstances and events:
- (a) Un-availability, late delivery of the spares, , machineries, materials and consumables for the work on account of change in cost, delay in manufacture;
  - (b) A delay in performance of any other agency or employees of the agency;
  - (c) Non-performance of machineries resulting from wear and tear and not maintained in time.
  - (d) Non performance on account of failure to comply with any laws of India related to the work.
3. Neither ULB nor the agency shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.
4. Upon occurrence of an event considered by the agency to constitute Force Majeure

and which may affect performance of his obligations, he shall promptly notify ULB's representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. The agency shall also notify ULB's representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of ULB's representative.

5. Upon occurrence of any event considered by ULB to constitute Force Majeure, and which may affect performance of ULB's obligations, he shall promptly notify the agency and the agency's representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. ULB shall also notify the agency of any proposals with the objectives of completing the works and mitigating any increased costs to ULB and the agency.
6. Procedure for Calling Force Majeure:
  - (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the affected party in overcoming the effects will be conveyed to the other party with supporting data including relief from them.
  - (ii) The affected party shall also inform to the other party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected party.
  - (iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.
  - (iv) The period allowed for restoration of the normal performance by the parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
  - (v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.
  - (vi) The agency shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
  - (vii) When the affected party is able to resume performance of its obligations under this contract, it shall promptly give the other party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
  - (viii) The rights and obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure; ULB shall not be liable to make any payment to the agency for him being affected on account of Force Majeure. In this situation, the agency shall only be paid for the work done, since unforeseen situation should be shared by both, ULB and agency.

### **17. No Breach of Obligations :**

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

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

### **18. Settlement of Accounts :**

i. Upon termination of the contract prior to the completion of contract under clause 14 above, the amount due to the agency shall be recovered by appropriating the EMD and security deposit. No compensation will be paid to the agency for capital investment done by the agency on civil works and on plant & machinery.

ii. Upon termination of the contract under clause 15 or upon termination of contract due to occurrence of force majeure events mentioned in clause 16 above, the value of civil structures and plant & machinery as on the date of termination will be paid by the ULB to the agency after adjustment of amount due to the agency. The valuation will be done by deducting the depreciation from the original value of assets. The valuation amount should be agreed by both parties. In case of dispute on valuation amount between two parties, state Building Construction Department or CA appointed by the Urban Development & Municipal Affairs Department will assess the valuation of assets. In such case, the security deposit will also be returned by the ULB.

### **19. Procedure for Disputes:**

#### **a. Amicable Settlement:**

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

If the dispute cannot be amicably settled, then legal steps in accordance with the laws of India may be taken and courts at Kolkata shall have exclusive jurisdiction to adjudicate the disputes.



## Section 6 - Standard Contract Document

### Section I: FORM OF CONTRACT

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

THIS CONTRACT is made on the date ----- day of ----- (month), 2023

BETWEEN : The Director, SUDA.  
(here in after referred to as "the Client")

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

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

IT IS HEREBY AGREED as follows:

1. Documents:

This Contract shall be comprised of the following documents:

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

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

2. Commencement and Duration of the Services:

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

3. Financial Limit:

The Concessionaire shall quote price in terms of tipping fees for processing of Municipal Solid Waste during the period for 15 years. ("the Financial Limit").

4. Time of the Essence:

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

For and on behalf of Client  
Name :  
Date :

For and on behalf of Agency  
Name :  
Date :

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

### **THE CONTRACT:**

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

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

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

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

## **2. Persons:**

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

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

- (i) "Commencement Date" means the date when the Agency shall commence the construction of civil works or erection of plant & machinery of processing plant.
- (ii) "Completion Date" is the date of completion of the operations/activities and as certified by the Competent Authority.
- (iii) "Contract Period," means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the date of issue of work order. The Contract period is 15 Years 06 months from the date of issue of work order.
- (iv) "Operating Year" means each successive period, the first such period commencing on the date on which processing of MSW at processing site commence and end after three hundred and sixty five (365) days from the date of start for processing.
- (v) "Termination Date" means the date on which the Contract is terminated by way of defaults of either SUDA/ULB or the Agency, or as a result of a Force Majeure Event, or as indicated in the Conditions of Contract.
- (vi) "Day" means a calendar day, "Months" means calendar months and "year" means 365 days.

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

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

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

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

disposal of rejects after processing MSW or disposal of MSW without processing.

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

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

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

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

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

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

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

**C. Obligation to Notify Change:**

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

**D. Assignment and charges:**

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

**E. Amendments:**

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

**F. Communications:**

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

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

**G. Interpretation and contract structure:**

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

**H. Contract Period:**

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

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

The agency should ensure processing of MSW within 180 days from the date of issue of work order.

- ii. The Contract Period shall commence from the date of work order for a period of 15 years O&M after commissioning of plant. The Director, SUDA shall review the performance level of work/service under this Contract.
- iii. The contract period can be renewed upto 2 years by the Director, SUDA on the basis of performance level of work/service and rates. Alternatively, if the Agency wishes to discontinue his services and operations at the end of the contract period of 15 years, he shall provide a minimum of ninety (90) days' notice requesting for such discontinuation.
- iv. Notwithstanding anything the Agency shall continue to provide services and perform operations till the appointment of a Successor Agency or 6 (six) months whichever is earlier.
- v. The performance of service and work of the Agency shall be evaluated by concerned ULB every month and report be submitted to Competent Authority through Concerned Officer.
- vi. In the event that the Parties agree to continue with the current Contract after Contract period of 15 years, all Conditions of Contract shall be followed as laid out in this bid document; and price escalation to Contract Price and penalties base shall also be followed. On mutual consent of both the parties new conditions can be added or deleted in the contract terms.

#### **I. Payment Terms:**

<b>Sl. No.</b>	<b>Description of Work</b>	<b>Total amount to be paid to the agency including all type of taxes &amp; duties and GST</b>	<b>Period of payment released</b>	<b>Payment to be released</b>
1.	Design, build, finance, operate and transfer of Municipal Wet Waste processing facility based on Composting and/or Bio-methanation Technology etc., setting up Semi-Automatic Material Recovery Facility for Dry Waste and construction of Sanitary Landfill (as required size) along with operation & maintenance for 15 years (Renewable) under Swachch Bharat Mission/ Mission Nirmal Bangla for <b>Old Malda Municipality</b> in West Bengal.	Per Ton basis.	Monthly basis for actual quantity of Waste (Wet Waste & Dry Waste) processed	92%
			After 12 months of completion of the work. (Security Deposit)	10%



N.B:

- Auto generated record keeping along with CCTV arrangement at the Weigh Bridge for actual quantity of Wet Waste and Dry Waste processed should be maintained by a team formed by one member from both the Agency and SUDA/ULB's end on daily basis.
- The weighing system shall be fully online electronic, automatic system equipped with the 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 shall be provided as & when required by SUDA/Municipality officials and other competent authorities.
- The Bidders should set up weighbridge (s) of adequate load bearing capacity at the sites for weighing of fresh waste and disposed off materials. This weighing system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility. This system should be compatible and integrated with the IT system on real time basis.
- The weighbridge (s) shall be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition IP based cameras in adequate numbers (as directed by Authority) shall be provided by the Bidder.
- CCTV Recordings of operation of weighing system shall be provided as and when required by the Authorities.
- Any malfunctioning in operation of weighing system shall be the responsibility of the Bidder.
- In case any malfunction/technical problem in the functioning of weighing system, the same shall be rectified by the Bidder within period of 24 hrs.
- The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 12 months of completion of the work.No interest shall be payable on the deducted amount.
- **Capex Support for construction of Processing Plant and other ancillary works:** The successful bidder will get **Rs.2.62 crore** as Capex Support in the following manner which may be changed during the construction period:
  - (a) 1st Installment: Completion of foundation level of the processing plant = 25%
  - (b) 2nd Installment: Completion upto below the roof level of the processing plant =15%
  - (c) 3rd Installment: Completion of roof level of the processing plant =25%
  - (d) 4th Installment: Completion of other ancillary works (Construction of Weigh Bridge, Internal road, Office Building etc.)=10%
  - (e) 5th & final Installment: After commissioning of the processing plant=25%.
- **Capex Support for construction of Sanitary Landfill (SLF), if required:** The successful bidder will get **Rs.1.65 crore** as Capex Support in the following manner which may be changed during the construction period:
  - (a) 1st Installment: Completion of excavation work = 25%
  - (b) 2nd Installment: Completion Embankment work =25%
  - (c) 3rd Installment: Completion of lining work =25%
  - (d) 4th & final Installment: After commissioning of the SLF=25%.
- Waste assurance: Minimum 50% of total waste generation based on projected population as on 2021 as mentioned in the RfP which may be varies (+ - )15%.

- The successful bidder will get same quoted tipping fee against assured waste.

**J. Responsibilities:**

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

- i. The SUDA/Municipal Corporation/ ULB shall provide and hand over an encroachment free waste processing site and sanitary landfill site of required area.
- ii. The SUDA/Municipal Corporation/ ULB shall also provide approach road, Land development, Boundary wall, Water Connection, Street Lighting up to the outside of boundary line of waste processing site.
- iii. The ULB shall make arrangement to transport the collected waste up to the Waste Processing Site.
- iv. The minimum quantity (50% of the total waste generation based on projected population as on 2021) of the waste (both Dry & Wet) will be made available to the agency by ULB at the waste processing site.

**b. Agency's responsibilities:**

- i. The Agency shall carry out all activities as mentioned in the scope of work in Terms of Reference of RFP.
- ii. Carrying out his operations, and shall be fully responsible for carrying out the operations in a safe and secure manner, consistent with the law of the land, laws and regulations and directives of any Authority and permissions.
- iii. The Agency shall be responsible for the safety of all his activities & his personnel deployed for performing the work and providing services under this contract and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the operations carried out, whether these may have been carried out skill fully and carefully and strictly in conformity with the provisions of the specifications or not.
- iv. Construction of Office Buildings, Sheds & other civil structures & facilities required for running a processing plant smoothly.
- v. Procurement of required manpower, plant & machinery, vehicles/ equipments, spare parts, accessories, tyres, tubes, hydraulic oil, lubricants, diesel, petrol etc. for day to day running, operation & maintenance of processing plant and sanitary landfill site at his own cost.
- vi. Carry out regular repairing and maintenance of plant & machinery etc. at his own cost.
- vii. Exploring market for sale & disposal of bye-products, recyclable & reusable materials.
- viii. Sale of bye-products, recyclable & reusable materials and maintaining proper books of accounts. No accumulation of processed and inert material inside the plant boundary should be permitted beyond a certain limit (to be fixed by the authority).
- ix. The Agency shall responsible to pay the all kinds of damages at the time of termination.

**K. Environmental Compliance:**

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

**L. Use of Waste Processing Site or Waste Disposal site:**

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

**M. Maintenance of Records:**

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

**N. 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.

**O. Insurance:**

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

**P. 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 (whether owned by ULBs or any other agency) and Agency's vehicles under this Contract. ULB shall be completely free from any liability of any nature incurred due to accident(s). The Agency shall be fully and exclusively responsible for any damage to vehicles or any of equipments under his possession and attached with his own/rented vehicles including driver and helpers.

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

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

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

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

**Q. Indemnification:**

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

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

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

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

**R. Agency’s Superintendence:**

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

**S. Reporting:**

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

The Agency shall carry out all reporting to the designated officers of SUDA/Municipality/Municipal Corporation.

**T. Pre-Operational Activities:**

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

<b>Sl.No.</b>	<b>Description of Activity</b>	<b>Duration for Completion of Activity (in Days)</b>
1.	Issue of Letter of Acceptance (LOA) from Client	Start date
2.	Acceptance of LOA from agency	Within seven (7) days from the date of issue of LOA.
3.	Issue of Work Order from Client	Within ten (10) days from the date of issue of LOA
4.	Signing of Agreement	Within fifteen (15) days from the date of issue of work order.
5.	Submission of plan of action	Within ten (10) days from the date of issue of work order to the Agency.
6.	Start construction of office building, waste processing plant, sanitary landfill etc.	Within thirty (30) days from the date of issue of work order to the Agency.
7.	Completion of all balance civil works (if required)	Within 03 Months from the date of issue of work order to the Agency.
8.	Erection & commissioning of plant & machinery	Within 06 Months from the date of issue of work order to the Agency.
9.	Start production	Within 06 Months from the date of issue of work order to the Agency.

**U. Pre-operational Infrastructure:**

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

**V. Processing Site and Vehicles:**

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

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

The Agency shall maintain all assets, plant & machinery and the vehicles in full serviceable condition during the period of contract entirely at his own costs including the costs of spares accessories, tyres, lubricants, hydraulic oil etc.

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

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

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

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

masks etc.) and desired implements.

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

**X. Emblem and Logo:**

- i. The emblem of Project, logo and name of the Municipality/Municipal Corporation/Development Authority should be affixed by multi-colour sticker on the SWM Units and Selected Bidder should also paint messages along purpose to each as specified.
- ii. The bidder shall use “Mission Nirmal Bangla” in Bengali, Hindi and English language. The Selected Bidder will finalize the content of the message in discussion with SUDA/Competent Authority.

**Y. Jurisdiction:**

- i. Any dispute arising out of in relation to this Contract, Terms of Reference and in addition the parties hereby come under the jurisdiction of Calcutta High Court or any other competent court as the case may be.
- ii. The Agency shall ensure that all members of the Agency’s Personnel are under an obligation not to disclose to any third parties any confidential information obtained either directly from the Client or by virtue of their engagement in relation to this Contract. Confidential information may be in any form and shall include all information that, due to its character, nature or method of transmittal, a reasonable person would treat as confidential.
- iii. The Client shall have the right to terminate, in the event of any occurrence, act or thing of a similar nature to those occurrences.
- iv. Under no circumstances should the Agency or Agency’s team members interact with or disclose any information about this contract to any media. Any violation of this condition shall amount to breach of this contract.
- v. For settlement of Disputes if not settled amicably, the High Court at Calcutta and/or the Competent Courts at Kolkata shall have exclusive jurisdiction to adjudicate the disputes.