

Sl. No.	Name of the ULB	District	Ward Exist as per Form IV	Master Trainer	Population in 2011 as per Form IV	House Hold Exist as per Form IV	Conservancy Staff as per Record	Health Employee as per Record	SHG as per Record	Name of the Microplanner	Select KMA /Non-KMA	Ward No	Councilors	AE/ SAE	SI
1	Bankura	Bankura	24	8	137386	28219	650	39	973	SIGMA					
2	Bishnupur	Bankura	19	7	67783	15074	454	33	736	SIGMA					
3	Sonamukhi	Bankura	15	5	29085	6402	175	22	408	SIGMA					
4	Asansol MC	Burdwan	106	36	1156387	228294	3,000	537	1,221	SIGMA					
5	Barddhaman	Burdwan	35	12	314638	50317	1,073	138	1,211	SIGMA					
6	Dainhat	Burdwan	14	5	24390	5318	146	22	327	Stesalit					
7	Durgapur MC	Burdwan	43	15	656316	189079	2,301	316	1,255	SIGMA					
8	Gushkara	Burdwan	16	6	35374	7544	149	24	286	WTP					
9	Kalna	Burdwan	18	6	57056	12966	230	28	211	WTP					
10	Katwa	Burdwan	20	7	81615	17200	592	33	447	WTP					
11	Memari	Burdwan	16	6	41450	13089	126	22	119	WTP					
12	Bolpur	Birbhum	20	7	80210	19032	573	27	736	WTP					
13	Dubrajpur	Birbhum	16	6	38037	11456	114	25	332	BITAN					
14	Nalhati	Birbhum	16	6	41224	8556	195	26	528	BITAN					
15	Rampurhat	Birbhum	18	6	57891	17256	300	25	837	BITAN					
16	Sainthia	Birbhum	NA		44608	13303	174	24	282	BITAN					
17	Suri	Birbhum	19	7	67864	19126	521	25	689	BITAN					



SI No	Name of the ULB	District	Ward Exist as per Form IV	Population as per Census 2011	Approximate Present Projected Population	Approximate Present Waste Generation
1	Baidyabati	Hooghly	23	121110	159745	68
2	Champdany	Hooghly	22	111251	146741	19
3	Rishra	Hooghly	23	124586	164329	50
4	Uttarpara Kotrung	Hooghly	24	162386	214188	90.66
5	Bhadreswar	Hooghly	22	101477	133849	23
6	Dankuni	Hooghly	21	103466	136472	25
7	Konnagar	Hooghly	20	76152	100445	32
8	Serampore	Hooghly	29	183339	241825	90
9	Howrah MC	Howrah	66	1370448	1807621	910
10	Uluberia	Howrah	32	232290	306391	50
11	Khardah	North 24 Pgs	22	109342	144223	64.5
12	Titagarh	North 24 Pgs	23	116520	153690	65
13	Barasat	North 24 Pgs	35	278443	367267	130
14	Barrackpore	North 24 Pgs	24	152783	201521	50
15	Madhyamgram	North 24 Pgs	28	220000	290180	58
16	Bhatpara	North 24 Pgs	35	385867	508959	205
17	Halisahar	North 24 Pgs	23	124851	164679	52
18	Naihati	North 24 Pgs	31	256447	338254	100
19	Gayeshpur	Nadia	18	58998	77819	60
20	Garulia	North 24 Pgs	21	85336	112559	35
21	Kanchrapara	North 24 Pgs	24	129576	170911	56.71
22	North Barrackpore	North 24 Pgs	23	132806	175172	59
23	Kalyani	Nadia	21	100620	132718	58
24	Bidhan Nagar MC	North 24 Pgs	41	634107	836388	400
25	Haringhata	Nadia	17	45953	60613	0.01
26	Jainagar-Mazilpur	South 24 Pgs	14	26031	34335	18
27	Budge Budge	South 24 Pgs	20	76858	101376	40
28	Maheshatala	South 24 Pgs	35	449423	592789	184
29	Pujali	South 24 Pgs	16	37100	48935	15.6
30	Bansberia	Hooghly	22	103920	137071	39
31	Chandannagore MC	Hooghly	33	166771	219971	55.5
32	Hooghly Chinsurah	Hooghly	30	177259	233805	80
33	Habra	North 24 Pgs	24	147267	194246	72
34	Ashokenagar-Kalyangarh	North 24 Pgs	23	132750	175098	79.65
35	Gobardanga	North 24 Pgs	17	45392	59873	17.7
36	Baduria	North 24 Pgs	17	55500	73205	13.62
37	Arambagh	Hooghly	19	66175	87285	30.25
38	Tarakeswar	Hooghly	15	30947	40820	13.16
39	Basirhat	North 24 Pgs	23	125089	164993	29
40	Taki	North 24 Pgs	16	38263	50469	21.75
41	Diamond Harbour	South 24 Pgs	16	41798	55132	18
42	Rajpur-Sonarapur	South 24 Pgs	35	423724	558892	170
43	Baruipur	South 24 Pgs	17	53128	70076	17
44	Bongaon	North 24 Pgs	22	119340	157410	65

**Master Trainer Training Programme Schedule**  
**Venue : - SUBHANNA 12th Floor, Time :- 10.00am**

Sl No	Name of the ULB	District	Ward Exist as per Form IV	No Master Trainer	No Core Member	No of Trainee	Microplanner Engaged	Total Participants	Date for Training
1	Dum Dum	North 24 Pgs	22	8	2	10	Dig Ang	41	30-Sep
2	North Dum Dum	North 24 Pgs	34	12	3	15	Dig Ang		
3	South Dum Dum	North 24 Pgs	35	12	4	16	Dig Ang		
4	Baranagar	North 24 Pgs	34	12	3	15	Dig Ang	40	1-Oct
5	Kamarhati	North 24 Pgs	35	12	4	16	Dig Ang		
6	New Barrackpore	North 24 Pgs	20	7	2	9	Dig Ang		
7	Baidyabati	Hooghly	23	8	2	10	Dig Ang	40	14-Oct
8	Champdany	Hooghly	22	8	2	10	SIGMA		
9	Rishra	Hooghly	23	8	2	10	Dig Ang		
10	Uttarpara Kotrung	Hooghly	24	8	2	10	Dig Ang		
11	Bhadreswar	Hooghly	22	8	2	10	SIGMA	40	16-Oct
12	Dankuni	Hooghly	21	7	2	9	Dig Ang		
13	Konnagar	Hooghly	20	7	2	9	Dig Ang		
14	Serampore	Hooghly	29	10	2	12	SIGMA		
15	Howrah MC	Howrah	66	22	5	27	SIGMA	40	
16	Uluberia	Howrah	32	11	2	13	SIGMA		
17	Khardah	North 24 Pgs	22	8	3	11	Dig Ang	38	5-Oct
18	Panihati	North 24 Pgs	35	12	4	16	Dig Ang		
19	Titagarh	North 24 Pgs	23	8	3	11	Dig Ang		
20	Barasat	North 24 Pgs	35	12	3	15	BITAN	40	
21	Barrackpore	North 24 Pgs	24	8	3	11	PWC		
22	Madhyamgram	North 24 Pgs	28	10	4	14	BITAN		
23	Bhatpara	North 24 Pgs	35	12	3	15	WTP	40	7-Oct
24	Halisahar	North 24 Pgs	23	8	3	11	PWC		
25	Naihati	North 24 Pgs	31	11	3	14	WTP		
26	Gayeshpur	Nadia	18	6	3	9	PWC	40	9-Oct
27	Garulia	North 24 Pgs	21	7	3	10	WTP		
28	Kanchrapara	North 24 Pgs	24	8	2	10	PWC		
29	North Barrackpore	North 24 Pgs	23	8	3	11	WTP		
30	Kalyani	Nadia	21	7	4	11	PWC	40	12-Oct
31	Bidhan Nagar MC	North 24 Pgs	41	14	5	19	PWC		
32	Haringhata	Nadia	17	6	4	10	PWC	40	
33	Jainagar-Mazilpur	South 24 Pgs	14	5	3	8	Dig Ang		
34	Budge Budge	South 24 Pgs	20	7	2	9	BITAN		
35	Maheshtala	South 24 Pgs	35	12	3	15	BITAN		
36	Pujali	South 24 Pgs	16	6	2	8	BITAN	40	
37	Bansberia	Hooghly	22	8	3	11	SIGMA		
38	Chandannagore MC	Hooghly	33	11	4	15	SIGMA		
39	Hooghly Chinsurah	Hooghly	30	10	4	14	SIGMA		
40	Habra	North 24 Pgs	24	8	3	11	PWC	40	
41	Ashokenagar-Kalyangarh	North 24 Pgs	23	8	3	11	PWC		
42	Gobardanga	North 24 Pgs	17	6	3	9	PWC		
43	Baduria	North 24 Pgs	17	6	3	9	BITAN		
44	Arambagh	Hooghly	19	7	3	10	BITAN	38	
45	Tarakeswar	Hooghly	15	5	3	8	BITAN		
46	Basirhat	North 24 Pgs	23	8	3	11	BITAN		
47	Taki	North 24 Pgs	16	6	3	9	BITAN	32	
48	Diamond Harbour	South 24 Pgs	16	6	3	9	Dig Ang		
49	Rajpur-Sonarpur	South 24 Pgs	35	12	3	15	Dig Ang		
50	Baruipur	South 24 Pgs	17	6	2	8	Dig Ang	11	
51	Bongaon	North 24 Pgs	22	8	3	11	Stesalit		
52					0				

Asansol MC	Burdwan	106	36	40	40	SIGMA	40
Durgapur MC	Burdwan	43	15	18	18	SIGMA	40
Haldia	Purba Medinipur	29	10	13	13	SIGMA	

## Master Trainer Training Programme Schedule

Venue :- SUBHANNA 12th Floor, Time :- 10.30am

SI No	Name of the ULB	District	Ward Exist as per Form IV	No Master Trainer	No Core Member	No of Trainee	Microplanner Engaged	Total Participants	Date for Training
1	Dum Dum	North 24 Pgs	22	8	2	10	Dig Ang	41	30-Sep
2	North Dum Dum	North 24 Pgs	34	12	3	15	Dig Ang		
3	South Dum Dum	North 24 Pgs	35	12	4	16	Dig Ang		
4	Baranagar	North 24 Pgs	34	12	3	15	Dig Ang	40	1-Oct
5	Kamarhati	North 24 Pgs	35	12	4	16	Dig Ang		
6	New Barrackpore	North 24 Pgs	20	7	2	9	Dig Ang		
7	Khardah	North 24 Pgs	22	8	3	11	Dig Ang	38	5-Oct
8	Panihati	North 24 Pgs	35	12	4	16	Dig Ang		
9	Titagarh	North 24 Pgs	23	8	3	11	Dig Ang		
10	Bhatpara	North 24 Pgs	35	12	3	15	WTP	40	7-Oct
11	Halisahar	North 24 Pgs	23	8	3	11	PWC		
12	Naihati	North 24 Pgs	31	11	3	14	WTP		
13	Gayeshpur	Nadia	18	6	3	9	PWC	40	9-Oct
14	Garulia	North 24 Pgs	21	7	3	10	WTP		
15	Kanchrapara	North 24 Pgs	24	8	2	10	PWC		
16	North Barrackpore	North 24 Pgs	23	8	3	11	WTP	40	12-Oct
17	Kalyani	Nadia	21	7	4	11	PWC		
18	Bidhan Nagar MC	North 24 Pgs	41	14	5	19	PWC		
19	Haringhata	Nadia	17	6	4	10	PWC	40	14-Oct
20	Baidyabati	Hooghly	23	8	2	10	Dig Ang		
21	Champdany	Hooghly	22	8	2	10	SIGMA		
22	Rishra	Hooghly	23	8	2	10	Dig Ang	40	16-Oct
23	Uttarpara Kotrung	Hooghly	24	8	2	10	Dig Ang		
24	Bhadreswar	Hooghly	22	8	2	10	SIGMA		
25	Dankuni	Hooghly	21	7	2	9	Dig Ang	40	16-Oct
26	Konnagar	Hooghly	20	7	2	9	Dig Ang		
27	Serampore	Hooghly	29	10	2	12	SIGMA		

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Director, SUDA

Sl. No.	Name of ULBs	Total MSW generation in TPD
1	Alipurduar	35.65
2	Arambagh	30.25
3	Asansol MC	654
4	Ashoknagar-K_garh	79.65
5	Baduria	13.62
6	Baidyabati	68
7	Balurghat	75
8	Bankura	75
9	Bansberia	39
10	Baranagar	150
11	Barasat	130
12	Barddhaman	140
13	Barrackpore	50
14	Baruipur	17
15	Basirhat	29
16	Beldanga	17.75
17	Berhampore	90
18	Bhadreswar	23
19	Bhatpara	205
20	Bidhan Nagar MC	400
21	Birnagar	16.77
22	Bishnupur	59.2
23	Bolpur	45.44
24	Bongaon	65
25	Budge Budge	40
26	Buniadpur	30
27	Chakdah	54.12
28	Champdany	19
29	Chandannagore MC	55.5
30	Chandrakona	7.8
31	Contai	45

32	Cooch Behar	45.69
33	Cooper's Camp	13.86
34	Dainhat	48.51
35	Dalkhola	8.22
36	Dankuni	25
37	Darjeeling	55.11
38	Dhulian	46.42
39	Dhupguri	11
40	Diamond Harbour	18
41	Dinhata	20
42	Domkal	100
43	Dubrajpur	47.87
44	Dum Dum	62.1
45	Durgapur MC	402.63
46	Egra	19
47	English Bazar	190
48	Gangarampore	30.56
49	Garulia	35
50	Gayeshpur	60
51	Ghatal	26.52
52	Gobardanga	17.7
53	Gushkara	26
54	Habra	72
55	Haldia	80
56	Haldibari	4
57	Halisahar	52
58	Haringhata	0.01
59	Hooghly Chinsurah	80
60	Howrah MC	910
61	Islampur	21.73
62	Jainagar-Mazilpur	18
63	Jalpaiguri	55
64	Jangipur	40
65	Jhalda	7.56
66	Jhargram	44
67	Jiaganj-Azimganj	20.53
68	Kaliaganj	59
69	Kalimpong	38.085
70	Kalna	27.72
71	Kalyani	58
72	Kamarhati	160
73	Kanchrapara	56.71
74	Kandi	25.34
75	Katwa	40
76	Kharagpur	114.6
77	Kharar	4.1
78	Khurdah	64.5



79	Khirpai	5.92
80	Kolkata MC	4500
81	Konnagar	32
82	Krishnanagar	130
83	Kurseong	11
84	Madhyamgram	58
85	Maheshtala	184
86	Mal	14
87	Mathabhanga	9.79
88	Mekliganj	4.69
89	Memari	14.53
90	Midnapore	87.3
91	Mirik	4.2
92	Murshidabad	30
93	Nabadwip	53.98
94	Naihati	100
95	Nalhati	32
96	New Barrackpore	29.8
97	North Barrackpore	59
98	North Dum Dum	165
99	Old Malda	27.13
100	Panihati	193
101	Panskura	24.18
102	Pujali	15.6
103	Purulia	60.6
104	Raghunathpur	11.43
105	Raiganj	90
106	Rajpur-Sonarpur	170
107	Ramjibanpur	7.55
108	Rampurhat	105
109	Ranaghat	25.89
110	Rishra	50
111	Sainthia	32
112	Santipur	65.22
113	Serampore	90
114	Siliguri MC	380
115	Sonamukhi	11.7
116	South Dum Dum	372
117	Suri	60
118	Taherpur	0.45
119	Taki	21.75
120	Tamralipta	15
121	Tarakeswar	13.16
122	Titagarh	65
123	Tufanganj	14.23
124	Uluberia	50
125	Uttarpara Kotrung	90.66

## State Urban Development Agency

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

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

Memo No. SUDA – 368/2019(pt-I)/11168

Date: 30.06.2020

**Notice inviting e-tender for selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga Municipalities under Swachh Bharat Mission in West Bengal. (2<sup>nd</sup> Call)**

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 selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga Municipalities under Swachh Bharat Mission in West Bengal.

<b>Name of the project</b>	<b>Description of Work</b>	<b>Earnest Money Deposit (in Rs.)</b>	<b>Performance Security (in Rs.)</b>	<b>Contract Duration</b>
Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga Municipalities under	1.Bio-remediation of legacy waste: Approx.90.65 thousand cubic meter waste in Ashokenagar, 12.14 thousand cubic meter waste in Habra and 9.30 thousand cubic meter waste in Gobardanga dump site. 2.Setting up of Transfer Station, secondary collection and transportation of waste from secondary collection points to Processing Facilities. 3.Compost and RDF facility plant of 150 TPD and Bio-methanation plant of 20 TPD at Ashokenagar site	10,00,000.00 (Ten lakh only)	2,10,00,000.00 (Two crore ten lakh only)	20 Years O & M after commissioning of MSW Processing Plant

Swachh Mission in Bengal.	Bharat in West	for Ashokenagar-Kalyangarh, Habra and Gobardanga Municipalities. 4.Sanitary Landfill facility at Ashokenagar site.			
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Interested bidders may download the complete Request for Proposal, from e-tender portal i.e. <http://wbtenders.gov.in> No liability will be accepted for downloading the incomplete document.

Tender Schedule as follows:		
Sl. No.	Particulars	Date and Time
A.	Date of uploading of Bid Document and Tender Documents (Online Publishing Date)	30.06.2020 at 02:00 pm
B.	Documents download start date (Online)	30.06.2020 at 4:00 pm
C.	Documents download end date (Online)	22.07.2020 at 02:00 pm
D.	Date and time of bid queries submission	Queries of bidders, if any are to be submitted through mail to the State Urban Development Agency at <a href="mailto:wbsudadir@gmail.com">wbsudadir@gmail.com</a> & <a href="mailto:sbm.wbsuda@gmail.com">sbm.wbsuda@gmail.com</a> within 10 <sup>th</sup> July, 2020.
E.	Bid submission starting	30.06.2020 at 5:00 pm
F.	Bid Submission closing (Bid Due Date)	22.07.2020 at 3:00 pm
G.	Bid opening date for Technical Proposals	24.07.2020 at 3:00 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 without assigning any reason thereof.

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Director, SUDA

## Section 1 – Letter of invitation

Ref: Invitation No.

Date:

The Director, SUDA.  
Govt of West Bengal.

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

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

Yours sincerely,

Director, SUDA

## SECTION 2- INSTRUCTIONS TO BIDDERS

1. Introduction	<p>1.1 SUDA will select one or more agencies /firms in accordance with the method of selection specified in the data sheet.</p> <p>1.2 Eligible agencies /firms are invited to submit a technical proposal and a financial proposal as specified in the data sheet, for consulting services required for the assignment named in the data sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.</p> <p>1.3 The client will provide at no cost to the 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>
Conflict of Interest	<p>1.6.1 Conflict of interest will be deemed occurring where (i) supply of goods and services whose ToR/specifications were prepared by bidder themselves (valid for both individual and organization); (ii) continuation of previous assignment wherein ToR / specifications have not been prepared by the agency; (iii) conflicting assignments like monitoring and evaluation (iv) related assignments and (v) agency's (individual/organization) have a business or family relation with client staff member directly or indirectly involved in preparation of ToR/recruitment/supervision.</p> <p>1.6.2 In case of situation, where conflict of interest is arising, the shortlisted bidder has to take permission from the Employer.</p> <p>1.6.3 Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its contract.</p>
Anti-corruption	<p>1.7 The bidders will observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this the Employer will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;</p>
Only one Proposal	<p>1.8 If a bidder (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of an Associate,</p>

	including individual experts, in more than one proposal.
Proposal Validity	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.
2. Clarification of RFP Documents	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.
Amendment of RFP Documents	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.
Client Clarification of Proposals	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).
3. Preparation of Proposals	3.1 The proposal as well as all related correspondence exchanged by the bidders and the client shall be written in the English language. 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. 3.3 While preparing the financial proposal, the bidder should take in to

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

<p>Technical Proposal Format and Content</p>	<p>3.6 Depending on the nature of the assignment, bidders are required to submit a full technical proposal (FTP), a simplified technical proposal (STP), or a bio-data technical proposal (BTP). The data sheet indicates the format of the technical proposal to be submitted. Submission of the wrong type of technical proposal will result in the proposal being deemed non-responsive. The technical proposal shall provide the information in the attached standard forms (Section 3).</p>
<p>4. Submission of Proposal</p>	<p>4.1 The complete proposal should be submitted through online e-tendering process.</p>
<p>5. Eligibility to participate in the Bid</p>	<p>Proposal may be submitted by interested bidders as a single entity or a group of entities (“Bidding Consortium/JV”). In case of Consortium/JV, the maximum numbers of entities is limited to 3 (three) including the Lead Member.</p> <p>For eligibility, the bidder shall have at least:</p> <p>5.1 The Entity / Bidder must be a company as specified in Companies Act, 1956/2013 OR a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 OR a Company incorporated under equivalent law abroad OR a Society registered under The Societies Registration Act, 1860 OR a Proprietorship Firm OR a Partnership Firm registered under relevant laws of India. The time period elapsed from commencement of business should be at least 05 (five) years as on 1<sup>st</sup> April 2020. In case of a consortium/JV the number of years from commencement will have to be met by the Lead Bidder.</p> <p>5.2</p> <ul style="list-style-type: none"> <li>i) Intending bidders should produce credentials of a same or similar nature (any type of SWM related works) of completed work (Completion of Processing Plant only) with Central &amp; State Govt./PSU/ULB of the minimum value of Rs. 6.30 crore or minimum 1 number of Processing Plant with a capacity of at least 51 TPD having combination of Compost, RDF, MRF and Biomethanation; or,</li> <li>ii) Intending bidders should produce credentials of 2(two) same or similar nature (any type of SWM related works) of completed work (Completion of Processing Plant only) with Central &amp; State Govt./PSU/ULB, of the minimum value of Rs. 5.25 crore or minimum 2 numbers of Processing Plant with a capacity of at least 43 TPD having combination of Compost, RDF, MRF and Biomethanation; or,</li> <li>iii) Intending bidders should produce credentials of one single running work of same or similar nature (any type of SWM related works) with Central &amp; State Govt./PSU/ULB which has been completed to the extent of 75% or more and value or capacity of which is not less than the desired value or capacity at (i) above.</li> </ul> <p>In case of running works, only those tenders who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in</p>



	<p>progress is satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tender.</p> <p>5.3 Bidder must have valid Trade License, PAN, and GST. Certificate of NSIC/ Excise Registration Certificate is accepted in lieu of Trade License. EPF and ESI certificate should also be submitted along with the proposal.</p> <p>5.4 Bidder having sufficient qualified technical personnel with sound knowledge and experience in their relative fields.</p> <p>5.5 The prospective bidders should not have been Black Listed from any Government Organization/ Statutory Body etc. during the last 3 (Three) years. (A self-declaration in this respect has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non- responsive).</p> <p>5.6 The Bidder shall furnish the Article of Association and Memorandum, if applicable.</p> <p>5.7 Average annual turnover of the bidder (Refer Form TECH-1B) over the last three financial years (2016-17, 2017-18 and 2018- 19) should be at least <b>Rs. 11.00 crore</b>. In case, the applicant is a Consortium/JV, the required turnover criteria is to be fulfilled jointly, provided 55% of the criteria is fulfilled by the Lead Member. [<i>Turnover shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of chartered Accountants of India (ICAI)</i>].</p> <p>5.8 The bidder should be solvent. Solvency Certificate of Rs. 5.00 crore in favour of this specified Work, Tender ID &amp; Tender Reference Number from any Scheduled/Nationalized Bank/Public Financial Institution is to be submitted along with the bid.</p> <p>5.9 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 60 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.</p>
<p>6. Bid Evaluation</p>	<p>6.1 Detailed Bid Evaluation Criteria is given in the section-2, Sl. No. 7. The minimum qualifying technical score is 75. Financial proposal of only those bidders will be opened who scores 75 or more marks in the Technical Evaluation.</p> <p>Method of selection will be Least Cost Selection (LCS) Method. The client will select the bidder with the lowest evaluated total price among those bidders who achieve the minimum Technical Score.</p>

7. Bid Evaluation Criteria	Sl No	Parameter	Maximum Marks allotted
	<b>1</b>	<b>Firm's General Experience and Experience in similar Assignments</b>	<b>60</b>
	1a	Number of Years of Experience i. More than 5 years to 8 years: 05 marks ii. More than 8 years: 10 marks	10
	1b	Sub Criteria – “Completed / Ongoing (minimum 75% completed) work experience in Installation, Commissioning and Operation & Maintenance of MSW through machinery for minimum of 5 TPD in Biomethanation method during the period of last 5 years” i. 7.5 marks per project with maximum marks allotted is 15	15
	1c	Sub Criteria – “Completed / Ongoing (minimum 75% completed) work experience in Installation, Commissioning and Operation & Maintenance of MSW through machinery for minimum of 38 TPD in Compost & RDF during the period of last 5 years” i. 7.5 mark per project with maximum marks allotted is 15	15
	1d	Sub Criteria – “Value of same or similar type of projects executed more than 5.25 crore during the period of last 5 years” i. 1 number of project – 5 marks ii. 2 number of projects or more – 10 marks	10
	1e	Sub Criteria – “Completed / Ongoing (minimum 75% completed) work experience in Bio-remediation of legacy waste for minimum of twenty five thousand cubic metre quantity during the period of last 5 years” i. 1 number of project – 5 marks ii. 2 number of projects or more – 10 marks	10
	<b>2</b>	<b>Financial Capacity of the Firm</b>	<b>10</b>
		Average Annual Turn Over of the Firm for the last 3 Financial Years (2016-17, 2017-18 & 2018-19) : i. Upto Rs. 15.00 crore: 05 marks ii. More than Rs. 15.00 crore: 10 marks	10
	<b>3</b>	<b>Approach and Methodology</b>	<b>25</b>
		a. Understanding of the Scope of Work b. Site appreciation c. Proposed methodology of bidder for undertaking the assignment i. Work Plan ii. Manning Schedule iii. Comments on TOR d. Power Point Presentation on Technical Approach and Methodology. Date for the presentation will be informed in due course.	25
	<b>4</b>	<b>Local Presence</b>	<b>05</b>
		i. Presence of office in Kolkata / West Bengal – 05 marks (in case of Consortium/JV, this is applicable for Lead Member)	05
	<b>TOTAL</b>		<b>100</b>

8.Performance Security	8.1 The selected bidder shall submit performance security of Rs. 2,10,00,000.00 (Two crore ten lakh only) to the client within 15 days, in the form of Bank Guarantee from any Scheduled/Nationalized Bank/Public Financial Institution valid for 36 months from the date of issue of letter of acceptance cum work order.
9. Duration of Contract	9.1 The duration of contract for performing the services shall be as indicated in Data Sheet
10. Earnest Money Deposit	10.1 Rs.10,00,000.00 (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).  This amount will be converted to security deposit for the successful bidder.  The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 10% will be deducted towards Security Deposit from each monthly invoice. Such deducted total amount will be refunded after 24 months on completion of each year.

## **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, office building, boundary wall (if required), weigh bridge etc.
1.9	Proposals must remain valid for not less than 270 days after the submission date.
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 10 <sup>th</sup> July, 2020.
3.2	The bidder is also advised to visit the site/disposal ground and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for processing of Municipal Solid Waste. The costs of visiting the processing site and the municipal area shall be at the bidder's own expenses. The bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals. Following documentary proof are required related to eligibility of technical bid: (i) Registration of firm/company (both lead partner & JV partner in case of

	<p>Consortium /Joint Venture) with the state government / Govt. of India under the relevant Act.</p> <p>(ii) Audited financial statement (Balance Sheet and Profit &amp; Loss Statement) of the firm/company (both lead partner &amp; JV partner in case of Consortium /Joint Venture) for the last 3 years.</p> <p>(iii) Solvency Certificate and letter of credit issued by the bidder's (lead partner in case of Consortium /Joint Venture) banker,</p> <p>(iv) Copy of work orders &amp; completion certificates (in case of completed projects) or certificate of satisfactory running work (in case of on-going project) in favour of bidder (both lead partner &amp; JV partner in case of Consortium /Joint Venture)</p> <p>(v) Details of technical personnel available for the assignment.</p> <p>(vi) Details of Plant &amp; Machinery available with the bidder's (lead partner &amp; JV partner in case of Consortium /Joint Venture) firm</p> <p>(vii) Form of Consortium or Joint Venture agreement in case of Consortium / Joint Venture.</p> <p>(viii) Power of Attorney for the authorized person to sign the bid/proposal.</p>
3.3	<p>As per available data the quantity of waste collected &amp; provided by the ULBs is 170 TPD for MSW Processing Plant.</p> <p>“Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga Municipalities under Swachh Bharat Mission in West Bengal.”</p>
3.4	<p>Proposal may be submitted by interested bidders as a single entity or a group of entities (“Bidding Consortium/JV”). In case of Consortium/JV, the maximum numbers of entities is limited to 3 (three) including the Lead Member.</p>
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 consortium/joint venture</p>
9.1	<p>The concessionaire shall complete the work of construction, installation &amp; commissioning of waste processing plant, sanitary landfill (SLF), office building, boundary wall (if required), weigh bridge and other ancillary work within 12 months from the date of issue of letter of acceptance cum work order.</p> <p>The concessionaire shall operate and maintain the processing plant and SLF for minimum 20 years (Renewable based on satisfactory performance) after its commissioning.</p>

## SECTION 3: Technical Proposal - Standard Forms

### Form TECH-1A: Qualification Application

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

[Location, Date]

To:

The Director, SUDA

Dear Sir/Madam:

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

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

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

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

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: \_\_

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

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

## Form TECH-1B: Financial Statement

1. Name of Applying Agency:
2. Summary of turnover generated on the basis of the audited financial statement of the last 03 (three) financial years.

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

Average Annual Turnover is XXXX (Rs in Lakh)

Signed by a Practicing Chartered  
Accountant

Name: Membership No.:

Name of the Firm with  
Seal

Date \_\_\_\_\_

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

## Form TECH-1C: Structure & organization

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

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

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

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

Designation:  
Address:  
Telephone No. :  
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 Consortium/JV

(Name and designation)

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

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

## Form TECH-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 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 Compost and RDF: Describe the process, list of plant & machinery, power requirement, likely % of product, likely power generation, likely quantity of RDF & likely % of rejects etc.
- c. Method of Bio-remediation of legacy waste: Describe the process, list of plant & machinery, power requirement, likely % of product & 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

6. Monitoring mechanism proposed
7. 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 ULBs, (herein after referred to as specific ULBs), including signing and submission of all documents and providing information/responses to BNP in all matters in connection with our Proposal.

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

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2020  
For \_\_\_\_\_  
(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

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

Date: .....

Note:

Note:

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

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

*(On Stamp paper of relevant value)*

**POWER OF ATTORNEY**

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

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

Now this power of attorney witnesses that;

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

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

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

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

.....

(Executants)

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

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

## **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 para1.1 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 Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga Municipalities under Swachh Bharat Mission 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 Tonne)	Quoted Rate (inclusive of all taxes & duties except GST) in Rs.	GST in Rs.	Total Quoted Rate (inclusive of all taxes & duties and GST) in Rs.
1.	Operation & Maintenance of processing Plant (Compost & RDF and Biomethenation) for processing of Solid Waste (Wet Waste & Dry Waste) and Sanitary Landfill for disposal of end products for the period of 20 years including Secondary Collection and Transportation of waste from Secondary collection points to Processing Facilities in terms of tipping fee.	01			

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

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

SUDA, UD&MA Department, Govt. of West Bengal wishes to engage private operators for processing of Municipal Solid Waste (wet waste & dry waste) and disposal of end products as per Solid Waste Management Rules 2016 and best Engineering practices within Municipality/ Municipal Corporation limits. It will be constructed & developed subsequently after acquiring suitable land. The income derived from sale of bye products, 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 Ashokenagar-Kalyangarh, Habra and Gobardanga Municipalities. 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 (Bioremediation of Legacy Waste and Processing & disposal of Fresh Waste) are being



contracted in this contract.

**I. Scope of the Bidder :**

**A. For Bioremediation Process of Legacy Waste:**

- a. The concessionaire will be given earmarked land area for reclamation and legacy waste from Habra and Gobardanga dump site shall also be brought at the Ashokenagar site and will be subjected to bioremediation.
- b. The contractor shall deploy sufficient machinery, manpower and required resources to execute the project scope within the project duration.
- c. Construction of temporary shed, platform and creation of facilities for handling, separating, segregating, storing and quantifying of the excavated MSW and processing material.
- d. Construction of temporary site office, water, power, sanitation facilities to workers as per statutory standards.
- e. The Concessionaire shall take necessary steps and processes to minimize environmental pollution while carrying out remediation/ reclamation of legacy waste at both the Dump sites. The Concessionaire shall take all reasonable steps to ensure to undertake required efforts to mitigate the impact of odor and dust. Also, ensure treatment of leachate from legacy waste prior to its disposal. The Concessionaire shall mitigate menace caused by flies, rodents and bird and fire hazards in and around the Dump sites during the period of reclamation.
- f. The Bioremediation activity should be carried out in accordance with Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste),2019.
- g. Set up an eco-friendly processing system in order to reduce the impact of the dumping site on the adjacent areas.
- h. Monitor ground water quality (in accordance with CPCB norms), work zone air quality and ambient air quality monitoring within the site will be done by Concessionaire and submit the report vetted by the NABL accredited laboratories /agencies on quarterly basis.
- i. Carry out leachate management of existing leachate (if any) at the site in accordance to the applicable rules and regulations.
- j. The Concessionaire shall take all Applicable Permits and approvals in sequence and comply with the CPCB and WBPCB norms therein from time to time.
- k. Selling, diverting for recycling, marketing and recycling the excavated materials within 15 (fifteen) days of segregation, without any accumulation in the storage facility at the project site will be the responsibility of the Bidder.
- l. The Concessionaire also needs to cater to the incoming fresh waste to these dump sites during the course of reclamation activity.
- m. The Concessionaire to ensure that un-usable fraction of solid waste/rejects should not exceed more than 20% of total legacy waste quantity present in the SLF site handed over to the Concessionaire. The un-usable fraction shall be stored at an identified location, over HDPE sheets after their weighment. Record of weight of rejects shall be properly maintained. Rejects beyond 20% quantity shall be

disposed-off by the concessionaire in accordance with the applicable regulations, not limited to MSW Rules, 2016, CPCB guidelines, at its own risk.

- n. Soil like material recovered from Biomining can be used as daily cover for proposed landfill site which can be stocked till construction of SLF, at identified area in proposed processing /disposal site.
- o. Provide weighbridge to measure the quantity of waste subjected to Biomining at dump site and rejects going out of the Dump site as approved by SUDA. The Concessionaire shall ensure that the weighbridge is installed from the start date of remediation activity. 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.
- p. Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
- q. The revenue or the income from the sale of the segregated useful material such as reusable and recyclable, Compost, soil conditioner, raw RDF, C&D, Soil or any other by-product materials shall go to the Concessionaire account.
- r. The Concessionaire shall use the reclaimed land area for development of processing plant.
- s. Providing security arrangement for the project site, machineries, equipment etc. at its own cost of the Concessionaire.
- t. Electricity, water etc. utility expenses/ charges will be borne by the bidder.

#### **B. For Biomethanation Facility Plant:**

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

- a. Design, Build, Install and Commissioning of 20 TPD capacity of Municipal Solid Waste Processing facility based on Biomethanation Technology with pre-sorting facility at Ashokenagar site during the contract period and O&M for 20 years (Renewable based on effective performance).
- b. Preparation of design, drawing and specifications of required civil works and plant & machinery of capacity for processing of waste likely to generate till next 20 years.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of TIA/representative. The amount needed for vetting to be borne by the concerned agency.
- d. The dispensing unit for the gas shall be provided by the bidder.
- e. The wet waste should be collected from the designated secondary transfer points and transported up to the processing plant.
- f. The bidder shall provide fencing/ boundary wall 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.
- g. The bidder shall also set up a leachate treatment facility in accordance of

applicable rules and regulations.

- h. All sites should be visited before quoting of the rates at the expenses of agency.
- i. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited.
- j. 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.
- 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 CPCB and SPCB rules and regulations.
- l. Installation of plant & machinery for waste processing.
- 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. Electricity, water etc. utility expenses/ charges will be borne by the bidder.

### **C. For Integrated Compost & RDF Facility Plant:**

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

- a. Design, Build, Install and Commissioning of 150 TPD capacity of Municipal Solid Waste Processing facility based on integrated system for Compost & RDF with pre-sorting facility at Ashokenagar site during the contract period and O&M for 20 years (Renewable based on effective performance).
- b. Preparation of design, drawing and specifications of required civil works and plant & machinery of capacity for processing of waste likely to generate till next 20 years.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of TIA/representative. The amount needed for vetting to be borne by the concerned agency.
- d. The solid waste should be collected from the designated secondary transfer points and transported up to the processing plant.
- e. The bidder shall provide fencing/ boundary wall 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.
- 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.
- 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 bidder will minimize mal odour generation, prevent off-site migration of gaseous emissions. Ambient air quality at the site and in the vicinity shall be monitored to meet the specified standards as per CPCB and SPCB rules and regulations.
- k. Set up and operate the integrated system for Compost & RDF facility in the city.
- l. The processing plant shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best Engineering practice.
- m. Dispose the recyclables recovered at the integrated system for Compost & RDF facility as per the SWM Rules 2016 and other applicable environmental laws.
- n. Electricity, water etc. utility expenses/ charges will be borne by the bidder.

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

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

- a. Design, drawing, construct & build Sanitary Landfill at the Ashokenagar site.
- 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. The Sanitary Landfill shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best engineering practice.
- h. Electricity, water etc. utility expenses/ charges will be borne by the bidder.
- i. 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).
- j. The contractor is responsible for making arrangement for daily soil cover as specified in the Schedule I of Solid Waste Management Rules, 2016.

**E. For setting up of transfer stations and secondary transportation of waste to the processing facilities:**

- a. Development of transfer stations at its own cost at specified locations identified jointly by respective municipality and Concessionaire and allocated for the project, including the operation and maintenance of the same.
- b. The Concessionaire has to build and operate the transfer stations including weigh-bridges, procure Bulk Refuse Carriers & transport the MSW from transfer station through Bulk Refuse Carriers to the processing site at Ashokenagar.
- c. The Concessionaire shall make provisions to restrict entry of stray animals into the transfer stations, e.g. animal catchers, etc.
- d. Transportation of MSW from the secondary collection points and proposed transfer stations (for Gobardanga and Habra Municipalities, as required) to processing site at Ashokenagar.
- e. To undertake detailed field survey and planning to optimize the existing secondary collection points and finalization of secondary collection points with Municipality to undertake collection and transportation of waste to processing site from secondary collection points.
- f. Upgrade/ replace secondary waste collection Points for transportation of waste to processing site from secondary collection points.
- g. The Concessionaire shall transport MSW from Secondary Collection Points to the Processing Facility i.e. Ashokenagar on a daily basis. The Ashokenagar processing site will cater for waste collected from Gobordanga and Habra municipalities secondary collection points.
- h. The Concessionaire shall deploy adequate number of vehicles to transport the MSW generated in the secondary collection points to the Processing Facility at its own cost.
- i. The Concessionaire shall deploy closed vehicles, which can carry segregated waste as per applicable Law and waste should not be exposed to open environment. The vehicles deployed shall be road worthy conforming to approval from the State Transport Authority.
- j. The Concessionaire shall provide automatic position identification systems using Global Positioning System (GPS) technology which shall ensure automatic tracking and recording of vehicle identification and movement in all vehicles and provide a live GPS feed to SUDA/Municipality.
- k. The Concessionaire shall display Municipality name (and social message given by Municipality) and logo of Swachh Bharat Mission on the transportation vehicles and shall display any other form of advertisement on the transportation vehicles for any other advisories that would be undertaken, the Concessionaire shall abide by the Applicable Laws.
- l. The drivers appointed/engaged by the Concessionaire shall have a valid driving license as desired for the specific vehicle complying with Motor Vehicle Act, 2019.
- m. All vehicles shall have High Security Registration Plate as per Motor Vehicle Act, 2019.
- n. All penalties, levies and fines levied in relation to the activities/ operations of the Concessionaire under the Project, shall be borne by the Concessionaire only

without any liability of the Participating Municipalities/SUDA.

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

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

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

- a. The concessionaire on behalf of client will keep the weigh bridge record of entry of waste received and exit of waste/inert materials after processing on daily basis. The ULB authority is authorized to inspect/audit the accounts.
- b. The concessionaire shall maintain and submit electronic reports of the above records, using software and formats approved by the ULB, on a monthly basis. All records shall be available to ULB at reasonable times and places throughout the term of any contract resulting from this RFP and for a period of twenty (20) 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 etc.;

- 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 from the processing should not be more than 10% of the total waste. The rejects shall be carried and disposed to the designated landfill site in the processing plant area.
- g. Preventing, with the assistance of law enforcement agencies, where necessary, any unauthorized entry to and exit from and any encroachments including any encroachments on the site.
- h. Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/ Permits.
- i. For discharge of waste water and foul gasses, emission standards to be followed strictly as per prevailing PCB,CPCB,CPHEEO or any Govt. norms.
- j. Monitoring system for air quality standard at the point of outlet should be maintained round the clock and the report should be made available as and when required by SUDA/ULB/Corporation/Authority.
- k. Suitable treatment process should be maintained inside the plant before discharging the waste water into drains/nullahs/water bodies.
- l. Plantation of adequate numbers should be done and maintain to reduce the noise and air pollution from the plant.
- m. No work at night shall be done. Special permission shall be taken beforehand from the appropriate authority if needed.
- n. All the vehicles to be used by the agency in and outside the plant shall strictly follow latest emission standard.
- o. The site shall be made available for inspection at any time as and when felt necessary by the Authorities.
- p. All the materials to be used for construction/maintenance shall be of ISI mark.
- q. After completion of the commissioning of the plant, three sets of approved drawing consisting sewer line drawing, water supply line drawing, fire fighting arrangement details to be handed over to the SUDA/ULB/Authority.
- r. Suitable fire fighting arrangement shall be made as per prevailing norms and standards laid down by the Govt.
- s. Arrangement for rainwater harvesting shall be done within the plant area.
- t. There shall be a monitoring system at the entry, exit and weigh bridge from ULB/Corporation/Authority 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. Segregation at source, door to door collection of waste & transportation of waste up to secondary storage point will be done by the ULB/Development Authority/Township Authority. The concessionaire is also not responsible for construction of approach road up to processing site. The client will be constructed the approach road at his level.

#### **VIII. List of designated secondary transfer points/locations in different ULBs:**

##### **a. Gobordanga Municipality:**

Total nos. of secondary transfer points/ locations are four (4). The average distance from processing plant is 26 KM.

##### **b. Habra Municipality:**

Total nos. of secondary transfer points/ locations are four (4). The average distance from processing plant is 10 KM.

##### **c. Ashokenagar-Kalyangarh Municipality:**

Total no of secondary transfer point/ location is one (01). The average distance from processing plant is 6 KM.

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

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

- a. Furnish the Performance Security for an amount of Rs. 2,10,00,000.00 (Two crore ten lakh only) in the form of Bank guarantee from any Scheduled/Nationalized



Bank/Public Financial Institution valid for 36 months from the date of issue of letter of acceptance cum work order.

- b. Attend office of Employer to sign the agreement on non-judicial stamp papers as fixed by State Government.
- c. Failure of the successful bidder to submit the above-mentioned Performance Security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

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

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

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

The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 10% will be deducted towards Security Deposit from each monthly invoice. Such deducted total amount will be refunded after 24 months on completion of each year.

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

SUDA will be the Contract Management Agency. SUDA/ULB/Authority 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 SUDA/ULB/Authority 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 SUDA/ULB/Authority 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/Authority. 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.2.00 lakh per month will be imposed for delay in commissioning of processing plant beyond the scheduled date. One month will be considered if the delay is more than 21 days but less than 31 days.
- b. The concessionaire is responsible for storage / transportation / disposal of residual waste safely as per the provisions made in the SWM Rules, 2016. The residual waste should not be dumped on road side or on other's property. If the residual waste is dumped on road side, a penalty of Rs. 10,000/- per event will be charged to the concessionaire.
- c. If the quantity of inert waste to be disposed off in the landfill is more than the 20% and 10% quantity of legacy waste and fresh waste respectively, received at site a charge of Rs.3000 per ton shall be charged on the extra weight than 20% and 10% quantity of legacy waste and fresh waste respectively.

## **10. 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 therein shall at all times remain that of SUDA/ULB/Authority. At the end of the contract period and 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 undertaken by the Competent Authority and agency to prepare a list of works and jobs, if any, to be carried out under the contract so as to 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.

## **11. Human Resource :**

- a. The agency shall, during the contract period, have requisite staff/representatives as required to run the plant and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.
- b. The agency shall be responsible for health safety measures of his workers.
- c. The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948 and the Workmen's Compensation Act, 1923. In addition to 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 Competent Authority may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the cost there of from the agency.

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

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

- (a) The agency;
  - i. Has repudiated the contract, or
  - ii. Without reasonable excuse has failed to commence operations in accordance to the conditions of contract and/or failed to complete the activities/operations within the time stipulated for completion of the contract.
- (b) Gross misconduct of the agency;

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

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

- a. Without prejudice to any other right or remedy which Competent Authority may have in respect thereof under this contract, upon the occurrence of agency Event of Default, the Competent Authority may, subject to the provisions of this contract, terminate this contract in the manner as set out under:
  - i. If Competent Authority decides to terminate this contract upon the occurrence of agency's Event of major Default, in the first instance, he shall issue preliminary notice to the agency. Within fifteen (15) days of receipt of preliminary notice, the agency shall submit to 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, Competent Authority shall be entitled to terminate this contract by issuing termination notice and to appropriate security deposit. If the total amount due to the Competent Authority exceeds any payment due to the agency, the difference shall be a debt payable to the Competent Authority.
  - ii. If any irregularities are found in the accounts of sale at any time, the Competent Authority shall notify the concessionaire for not more than 15 days to rectify the accounts. If the accounts are not regularised within 15 day of

issue of notice by the Competent Authority, the contract may be terminated without further notice.

- 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, Competent Authority shall be entitled this contract, by issue of termination notice and to appropriate to security deposit. If the total amount due to the Competent Authority exceeds any payment due to the agency, the difference shall be a debt payable to the Competent Authority.

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 Competent Authority at any time before the termination occurs, the termination notice shall be withdrawn by the Competent Authority which had issued the same. Provided that the party in breach shall compensate the Competent Authority for any direct costs/ consequences occasioned by the event of default which caused the issue of termination notice.

**14. Termination of contract due to convenience of Competent Authority :**

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

**15. Force 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.

**16. No Breach of Obligations :**

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

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

**17. Settlement of Accounts :**

- i. Upon termination of the contract prior to the completion of contract under clause 12 above, the amount due to the agency shall be recovered by appropriating the performance security. No compensation will be paid to the agency for capital investment done by the agency on civil works and on plant & machinery.

ii. Upon termination of the contract under clause 14 or upon termination of contract due to occurrence of force majeure events mentioned in clause 15 above, the value of civil structures and plant & machinery as on the date of termination will be paid by the ULB to the agency after adjustment of amount due to the agency. The valuation will be done by deducting the depreciation from the original value of assets. The valuation amount should be agreed by both parties. In case of dispute on valuation amount between two parties, state Building Construction Department or CA appointed by the Urban Development & Municipal Affairs Department will assess the valuation of assets. In such case, the performance security will also be returned by the ULB.

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

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

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

### **b. Arbitration:**

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

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

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



## Section 6 - Standard Contract Document

### Section I: FORM OF CONTRACT

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

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

BETWEEN : The Director, SUDA.  
(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”)

WHEREAS *[Please insert nodal officer and communication address of the agency]*  
:a. Director, SUDA requires the agency to provide the services as  
defined in Section5 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 20 years. ("the Financial Limit").

4. Time of the Essence:

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

Dated:

For and on behalf of

Client Name:

Date:

For and on behalf of Agency

Name:

Date:

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

### **THE CONTRACT:**

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

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

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

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

## 2. Persons:

- (i) "Agency" means the person or Corporate and body, whose tender has been accepted to carry out the work and perform the services by the ULB and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (ii) "Agency's Representative" means the person (if any) named as such in the Contract or other person appointed from time to time by the Agency.
- (iii) "Authority" means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of West Bengal or any Local Authority including SUDA.
- (iv) "Competent Authority" is the Person or Persons, appointed by the Director, SUDA and notified to the Agency, who shall be responsible for supervising the Agency, administering the Contract, certifying payments due to Agency. The Director, SUDA shall be the Competent Authority for this contract. The Director, SUDA may also appoint any Person or Persons to assist the Competent Authority for this Contract. Any Person or Persons appointed by The Director, SUDA to carry out the responsibilities of the Competent Authority and assist him/her, shall be termed as the "Competent Authority's Representative".
- (v) "Concessionaire" means the agency selected to construct, erect, commission, operate & maintain the waste processing facility and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (vi) "Employer" means the Director, SUDA or authorized representative and the legal successors in title to such person, but not (except with the consent of the Agency) any assignee of such person.
- (vii) "Employer's Representative" means the person appointed by the Employer to act as Employer's Representative for the purpose of the Contract. Any person appointed from time to time by the Employer and notified as such to Agency shall be considered as Employer's Representative.
- (viii) "Person" means any natural person, firm, Corporation, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.
- (ix) "Party" means either the Director, SUDA or the Agency; any of the parties to this Contract and "Parties" means both the party to this Contract.
- (x) "Successor Agency" means SUDA and any person or corporate and body appointed by the ULB to perform services and carry out works under this Contract.
- (xi) "ULB" means 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 acceptance letter. The Contract period is 21.5 years from the date of issue of letter of acceptance.
- (iv) "Operating Year" means each successive period, the first such period commencing on the date on which processing of MSW at processing site 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 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/Development Authority.
- (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 2016 generated within the service area.
- (xii) "Service Area" means the entire area under different wards of ULB/Municipal Corporation/Development Authority.
- (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. If situation demands, Lead Member of the Consortium/JV may relieve the Biomining Agency once it has completed the Biomining works of legacy waste and obtaining completion certificate on Biomining work from the Competent Authority/SUDA.

**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 start the bioremediation of legacy waste at designated dump site within thirty (30) days from the date of issue of LOA cum work order.

The agency should ensure start construction, erection and other allied activities



of processing plant at designated waste processing site within sixty (60) days from the date of issue of LOA cum work order.

The agency should ensure processing of MSW within 12 months from the date of issue of LOA cum work order.

- ii. The Contract Period shall commence from the date of acceptance letter for a period of 20 years O&M after commissioning of plant. The Director, SUDA shall review the performance level of work/service under this Contract.
- iii. The contract period can be renewed by the Director, SUDA on the basis of performance level of work/service and rates. Alternatively, if the Agency wishes to discontinue his services and operations at the end of the contract period of 20 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 20 years, all Conditions of Contract shall be followed as laid out in this bid document; and price escalation to Contract Price and penalties base shall also be followed. On mutual consent of both the parties new conditions can be added or deleted in the contract terms.

**I. Payment Terms:**

<b>Sl. No.</b>	<b>Description of Work</b>	<b>Total amount to be paid to the agency including all type of taxes &amp; duties and GST (Fixed)</b>	<b>Period of payment released</b>	<b>Payment to be released</b>
1.	Design, build, construct, install and setting up of processing facility at Ashokenagar Nagar site for 150 TPD integrated Compost & RDF plant and 20 TPD Biomethanation plant and construction of	Rs.10.00 crore	After successful commissioning and acceptance given by Competent Authority	25%
			After 12 months from commencement of processing start date	25%

	Sanitary Landfill(as required size) at Identified Site along with secondary collection and transportation.		After 24 months from commencement of processing start date	25%
			After 36 months from commencement of processing start date	25%
2.	Operation & Maintenance for the period of 20 years for integrated Compost & RDF facility Plant, Biomethanation plant and Sanitary Landfill site along with secondary collection and transportation etc.	Per Ton basis.	Monthly basis for actual quantity of fresh waste (Wet Waste & Dry Waste ) processed	90%
			After 24 months on completion of each year.(Security Deposit)	10%
3.	Bio-remediation of legacy waste.	Per Ton basis.	Monthly basis for actual quantity of legacy waste processed	90%
			After 24 months on completion of each year.(Security Deposit)	10%

**N.B:**

- Record keeping at the Weigh Bridge for actual quantity of legacy waste and fresh waste(wet waste and dry waste) processed should be maintained by a team formed by one member from both the Agency and ULB's end on daily basis.
- The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 10% will be deducted towards Security Deposit from each monthly invoice.
- The successful bidder will get @ Rs.778 per ton to process the legacy waste.
- The quoted rate for Operation & Maintenance of processing Plant (Compost & RDF and Biomethenation) for processing of Solid Waste (Wet Waste & Dry Waste) and Sanitary Landfill for disposal of end products for the period of 20 years in terms of tipping fee will be increased by 3% after completion of every successive five (5) years.

**J. Responsibilities:**

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

- i. The SUDA/Municipal Corporation/ ULB shall provide and hand over an encroachment free waste processing site and waste disposal site of required area.

- ii. The SUDA/Municipal Corporation/ ULB shall also provide approach road, Water Connection, Street Lighting up to the outside of boundary line of waste processing site and waste disposal site.
- iii. The SUDA/Municipal Corporation/ ULB shall make arrangement to transport the collected waste up to the designated secondary transfer points/locations.
- iv. The minimum quantity of the waste (both Dry waste & Wet waste) will be made available to the agency at the designated secondary transfer points/locations.

**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. The waste (wet waste & dry waste) should be collected from the designated secondary transfer points/locations and transported up to the processing plant.
- iii. 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.
- iv. 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.
- v. Construction of Buildings, Sheds & other civil structures & facilities required for running a processing plant smoothly.
- vi. 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 at his own cost.
- vii. Carry out regular repairing and maintenance of plant & machinery etc. at his own cost.
- viii. Exploring market for sale & disposal of bye-products, recyclable & reusable materials.
- ix. Sale of bye-products, recyclable & reusable materials and maintaining proper books of accounts. No accumulation of processed and inert material inside the plant boundary should be permitted beyond a certain limit (to be fixed by the authority).

**K. Environmental Compliance:**

The Agency shall, at all times, ensure his operations and processing of MSW conforming 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.

Sl.No.	Description of Activity	Duration for Completion of Activity (in Days)
1.	Issue of Letter of Acceptance (LOA) cum work order from Employer	Start date
2.	Acceptance of LOA cum work order from agency	Within seven (7) days from the date of issue of LOA cum work order.
3.	Deposit of Performance Security	Within fifteen (15) days from the date of issue of LOA cum work order.
4.	Signing of Agreement	Within fifteen (15) days from the date of issue

		of LOA cum work order.
5.	Submission of plan of action	Within fifteen (15) days from the date of issue of LOA cum work order.
6.	Start processing of legacy waste.	Within thirty (30) days from the date of issue of LOA cum work order.
6.	Start construction of office building, waste processing plant etc.	Within sixty (60) days from the date of issue of LOA cum work order.
7.	Proof of placement of purchase order for procurement of plant & machinery etc.	Within ninety (90) days from the date of issue of LOA cum work order.
8.	Completion of all civil works etc.	Within six (6) months from the date of issue of LOA cum work order.
9.	Erection & commissioning of plant & machinery	Within twelve (12) months from the date of issue of LOA cum work order.
10.	Start production	Within twelve (12) months from the date of issue of LOA cum work order.

**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 and other assets including all civil structures, plant & machinery shall at all times remain that of ULB. At the end of the contract period and or its of the minimum value of 40% of the capacity within 20 years earlier termination, the agency shall request ULB to take over the site and plant & machinery. The ULB shall request over the same within thirty (30) days of such a request being made.

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

The Agency shall maintain all assets, plant & machinery and the vehicles in full serviceable condition during the period of contract entirely at his own costs including 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 Biomethanation/MRF 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 submit to Indian jurisdiction.
- ii. The Agency shall ensure that all members of the Agency’s Personnel are under an obligation not to disclose to any third parties any confidential information obtained either directly from the Client or by virtue of their engagement in relation to this Contract. Confidential information may be in any form and shall include all information that, due to its character, nature or method of transmittal, a reasonable person would treat as confidential.
- iii. The Client shall have the right to terminate, in the event of any occurrence, act or thing of a similar nature to those occurrences.
- iv. Under no circumstances should the Agency or Agency’s team members interact with or disclose any information about this contract to any media. Any violation of this condition shall amount to breach of this contract.

## State Urban Development Agency

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

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

Memo No. SUDA - ...../2020/.....

Date: 15.07.20

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

NIT No : .....

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

<b>Description of Work</b>	<b>Earnest Money Deposit (in Rs.)</b>	<b>Performance Security (in Rs.)</b>	<b>Contract Duration</b>
Design, build, construct, install, commissioning and transfer of 29 TPD capacity of Municipal Wet Waste processing facility based on Windrow Composting Technology / Biomethanation Technology, setting up Semi Automatic Material Recovery Facility of 24 TPD capacity for Dry Waste, construction of Sanitary Landfill (as required size) along with operation &	4,24,000.00 (Four lakh twenty four thousand only)	21,20,000.00 (Twenty one lakh twenty thousand only)	10 Years O & M after commissioning of MSW Processing Plant



maintenance for 10 years (Renewable) under Swachch Bharat Mission for Kalyani Municipality in West Bengal.			
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Interested bidders may download the complete Request for Proposal, from e-tender portal i.e. <http://wbtenders.gov.in>. No liability will be accepted for downloading the incomplete document.

Tender Schedule as follows:		
Sl. No.	Particulars	Date and Time
A.	Date of uploading of Bid Document and Tender Documents (Online Publishing Date)	15.07.2020 at 2:00 pm
B.	Documents download start date (Online)	15.07.2020 at 3:00 pm
C.	Documents download end date (Online)	06.08.2020 at 2:00 pm
D.	Date and time of bid queries submission	Queries of bidders, if any are to be submitted through mail to the State Urban Development Agency at <a href="mailto:wbsudadir@gmail.com">wbsudadir@gmail.com</a> & <a href="mailto:sbm.wbsuda@gmail.com">sbm.wbsuda@gmail.com</a> within 27 <sup>th</sup> July, 2020.
E.	Bid submission starting	15.07.2020 at 4:00 pm
F.	Bid Submission closing (Bid Due Date)	06.08.2020 at 3:00 pm
G.	Bid opening date for Technical Proposals	08.08.2020 at 3:00 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 without assigning any reason thereof.

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

## Section 1 – Letter of invitation

Ref: Invitation No.

Date:

The Director, SUDA.  
Govt of West Bengal.

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

.....  
.....

Attention: Mr. /Ms.:

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

Yours sincerely,

Director, SUDA

## SECTION 2- INSTRUCTIONS TO BIDDERS

1. Introduction	<p>1.1 SUDA will select one or more agencies /firms in accordance with the method of selection specified in the data sheet.</p> <p>1.2 Eligible agencies /firms are invited to submit a technical proposal and a financial proposal as specified in the data sheet, for consulting services required for the assignment named in the data sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.</p> <p>1.3 The client will provide at no cost to the 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>
Conflict of Interest	<p>1.6.1 Conflict of interest will be deemed occurring where (i) supply of goods and services whose ToR/specifications were prepared by bidder themselves (valid for both individual and organization); (ii) continuation of previous assignment wherein ToR / specifications have not been prepared by the agency; (iii) conflicting assignments like monitoring and evaluation (iv) related assignments and (v) agency's (individual/organization) have a business or family relation with client staff member directly or indirectly involved in preparation of ToR/recruitment/supervision.</p> <p>1.6.2 In case of situation, where conflict of interest is arising, the shortlisted bidder has to take permission from the Employer.</p> <p>1.6.3 Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its contract.</p>
Anti-corruption	<p>1.7 The bidders will observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this the Employer will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;</p>
Only one Proposal	<p>1.8 If a bidder (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of an Associate,</p>

	including individual experts, in more than one proposal.
Proposal Validity	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.
2. Clarification of RFP Documents	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.
Amendment of RFP Documents	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.
Client Clarification of Proposals	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).
3. Preparation of Proposals	3.1 The proposal as well as all related correspondence exchanged by the bidders and the client shall be written in the English language.  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>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>
<p>Association Arrangements and Joint Ventures</p>	<p>3.4 While preparing the technical proposal, bidders must give particular attention to the following:</p> <p>For the purpose of submitting a proposal and subject to para 1.3 above, a shortlisted bidder may enhance its expertise for the assignment either by:</p> <p>(a) associating with number of firms indicated in the data sheet in which case, the bidder firm shall be the Lead Firm and shall be solely liable under the contract, or</p> <p>(b) Forming a Joint Venture with number of other firms indicated in the data sheet, in which case the bidder and the partners of the Joint Venture shall be jointly and severally liable under the contract.</p> <p>In the event that the bidder forms an association or a Joint Venture as described above, the bidder shall submit a copy of the letter of association or the Joint Venture Agreement, as the case may be, with its technical proposal. In the case of a Joint Venture, the bidder shall also submit a power of attorney (executed by all partners) that authorizes the designated lead or managing partner of the Joint Venture to act for and in behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any letter(s) of association, Joint Venture agreement, and Joint Venture power of attorney referred to herein, shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the technical proposal of such agency.</p>
<p>Full-time Employees</p>	<p>3.5 A regular full-time employee of the Bidder or the Associates is defined as a person who, on the date of submission of the bidder's proposal:</p> <p>(a) is currently employed under a contract or agreement of employment with the Bidder or Associates;</p> <p>(b) has been employed by the Bidder or the Associates for the last 12 consecutive months preceding the date of submission of the proposal;</p> <p>(c) is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Agency.</p> <p>(d) is engaged to work for the Bidder or the Associates for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.</p>

<p>Technical Proposal Format and Content</p>	<p>3.6 Depending on the nature of the assignment, bidders are required to submit a full technical proposal (FTP), a simplified technical proposal (STP), or a bio-data technical proposal (BTP). The data sheet indicates the format of the technical proposal to be submitted. Submission of the wrong type of technical proposal will result in the proposal being deemed non-responsive. The technical proposal shall provide the information in the attached standard forms (Section 3).</p>
<p>4. Submission of Proposal</p>	<p>4.1 The complete proposal should be submitted through online e-tendering process.</p>
<p>5. Eligibility to participate in the Bid</p>	<p>Proposal may be submitted by interested bidders as a single entity or a group of entities (“Bidding Consortium/JV”). In case of Consortium/JV, the maximum numbers of entities is limited to 2 (two) including the Lead Member.</p> <p>For eligibility, the bidder shall have at least:</p> <p>5.1 The Entity / Bidder must be a company as specified in Companies Act, 1956/2013 OR a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 OR a Company incorporated under equivalent law abroad OR a Society registered under The Societies Registration Act, 1860 OR a Proprietorship Firm OR a Partnership Firm registered under relevant laws of India. The time period elapsed from commencement of business should be at least 05 (five) years as on 1st April 2020. In case of a consortium/JV the number of years from commencement will have to be met by the Lead Bidder.</p> <p>5.2</p> <ul style="list-style-type: none"> <li>i) Intending bidders should produce credentials of a same or similar nature (any type of SWM related works) of completed work (Completion of Processing Plant only) with Central &amp; State Govt./PSU/ULB of the minimum value of Rs. 0.85 crore or minimum 1 number of Processing Plant with a capacity of at least 22 TPD having combination of Compost, RDF, MRF and Biomethanation; or,</li> <li>ii) Intending bidders should produce credentials of 2(two) same or similar nature (any type of SWM related works) of completed work (Completion of Processing Plant only) with Central &amp; State Govt./PSU/ULB, of the minimum value of Rs. 0.64 crore or minimum 2 numbers of Processing Plant with a capacity of at least 16 TPD having combination of Compost, RDF, MRF and Biomethanation; or,</li> <li>iii) Intending bidders should produce credentials of one single running work of same or similar nature (any type of SWM related works) with Central &amp; State Govt./PSU/ULB which has been completed to the extent of 80% or more and value or capacity of which is not less than the desired value or capacity at (i) above.</li> </ul>

	<p>In case of running works, only those tenders who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress is satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tender.</p> <p>5.3 Bidder must have valid Trade License, PAN, and GST. Certificate of NSIC/ Excise Registration Certificate is accepted in lieu of Trade License. EPF and ESI certificate should also be submitted along with the proposal.</p> <p>5.4 Bidder having sufficient qualified technical personnel with sound knowledge and experience in their relative fields.</p> <p>5.5 The prospective bidders should not have been Black Listed from any Government Organization/ Statutory Body etc. during the last 3 (Three) years. (A self-declaration in this respect has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non- responsive).</p> <p>5.6 The Bidder shall furnish the Article of Association and Memorandum, if applicable.</p> <p>5.7 Average annual turnover of the bidder (Refer Form TECH-1B) over the last three financial years (2016-17, 2017-18 and 2018- 19) should be at least <b>Rs. 1.0 crore</b>. In case, the applicant is a Consortium/JV, the required turnover criteria is to be fulfilled jointly, provided 55% of the criteria is fulfilled by the Lead Member. [<i>Turnover shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of chartered Accountants of India (ICAI)</i>].</p> <p>5.8 Bidder must have a Functional Service Centre in 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>
<p>6. Bid Evaluation</p>	<p>6.1 Detailed Bid Evaluation Criteria is given in the section-2, Sl. No. 7. The minimum qualifying technical score is 75. Financial proposal of only those bidders will be opened who scores 75 or more marks in the Technical Evaluation.</p> <p>Method of selection will be Least Cost Selection (LCS) Method. The client will select the bidder with the lowest evaluated total price among those bidders who achieve the minimum Technical Score.</p>

7. Bid Evaluation Criteria	Sl No	Parameter	Maximum Marks allotted
	<b>1</b>	<b>Firm's General Experience and Experience in similar Assignments</b>	<b>60</b>
	1a	Number of Years of Experience i. More than 5 years to 8 years: 05 marks ii. More than 8 years: 10 marks	10
	1b	Sub Criteria - "Completed / Ongoing (minimum 80% completed) work experience in Installation, Commissioning and Operation & Maintenance of MSW through machinery for minimum of 9 TPD in Windrow composting method/ Biomethanation method" i. 7.5 marks per project with maximum marks allotted is 15	15
	1c	Sub Criteria - "Completed / Ongoing (minimum 80% completed) work experience in Installation, Commissioning and Operation & Maintenance of MSW through machinery for minimum of 8 TPD in MRF" i. 7.5 mark per project with maximum marks allotted is 15	15
	1d	Sub Criteria - "Completed / Ongoing (minimum 80% completed) work experience in construction of Sanitary Landfill" i. 1 number of project - 5 marks ii. 2 number of projects or more - 10 marks	10
	1e	Sub Criteria - "Value of same or similar type (any type of SWM related works) of projects executed more than 0.64 crore" iii. 1 number of project - 5 marks iv. 2 number of projects or more - 10 marks	10
	<b>2</b>	<b>Financial Capacity of the Firm</b>	<b>10</b>
		Average Annual Turn Over of the Firm for the last 3 Financial Years (2016-17, 2017-18 & 2018-19) : i. Upto Rs. 150 lakh : 05 marks ii. More than Rs. 150 lakh: 10 marks	10
	<b>3</b>	<b>Approach and Methodology</b>	<b>25</b>
		a. Understanding of the Scope of Work b. Site appreciation c. Proposed methodology of bidder for undertaking the assignment i. Work Plan ii. Manning Schedule iii. Comments on TOR d. Power Point Presentation on Technical Approach and Methodology. Date for the presentation will be informed in due course.	25
	<b>4</b>	<b>Local Presence</b>	<b>05</b>
		i. Presence of office in Kolkata / West Bengal - 05 marks (in case of Consortium/JV, this is applicable for Lead Member)	05
	<b>TOTAL</b>		<b>100</b>



8.Performance Security	8.1 The selected bidder shall submit performance security of Rs. 21,20,000.00 (Twenty one lakh twenty thousand only) to the client within 15 days, in the form of Bank Guarantee valid for 12 months from the date of issue of letter of acceptance cum work order.
9. Duration of Contract	9.1 The duration of contract for performing the services shall be as indicated in Data Sheet.
10. Earnest Money Deposit	<p>10.1 Rs. 4,24,000.00 (Four lakh twenty four thousand only) as an initial Earnest Money Deposit shall be paid through online mode of payment (payment link will be available in the website).</p> <p>This amount will be converted to security deposit for the successful bidder.</p> <p>The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 10% will be deducted towards Security Deposit from each monthly invoice. Such deducted total amount will be refunded after 12 months on completion of each year.</p> <p><b>Note :</b>  <b>If any bidder is exempted from payment of EMD, scanned copy of original EMD exemption document needs to be uploaded, at the time of on-line submission and also submitted when called for.</b></p>

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

Paragraph Reference	Description
1.1	Name of the Client : The Director, SUDA. Method of selection :Least Cost Selection (LCS) Method.
1.2	Financial Proposal to be submitted together with technical proposal: Yes The overall scope of work is as specified in the Terms of Reference.
1.3	The client will provide to the agency/firm encroachment free land for construction, installation & commissioning of waste processing plant, sanitary landfill, office building, boundary wall (if required), weigh bridge etc.
1.9	Proposals must remain valid for 270 days from the date of opening of the Financial part of the Bid.
2.1	Clarifications may be requested not later than 15 days before the submission date. The address for requesting clarifications is: The Superintending Engineer, SUDA (Tel: 9836650784); Queries of bidders, if any are to be submitted through mail to the State Urban Development Agency at <a href="mailto:wbsudadir@gmail.com">wbsudadir@gmail.com</a> & <a href="mailto:sbm.wbsuda@gmail.com">sbm.wbsuda@gmail.com</a> within 27 <sup>th</sup> July, 2020.
3.2	The bidder is also advised to visit the site/disposal ground and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for processing of Municipal Solid Waste. The costs of visiting the processing site and the municipal area shall be at the bidder's own expenses. The bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals.

	<p>For Technical Bid, the Bidder has to upload the following statutory and non-statutory documents in <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> :</p> <ul style="list-style-type: none"> <li>(i) This RFP document, with all pages signed by the Authorized Signatory.</li> <li>(ii) Payment Receipt of EMD (if applicable).</li> <li>(iii) Registration of firm/company (both lead partner &amp; JV partner in case of Consortium /Joint Venture) with the state government / Govt. of India under the relevant Act.</li> <li>(iv) Certificate of Incorporation/ Registered Partnership Deed/Equivalent Documents (both lead partner &amp; JV partner in case of Consortium /Joint Venture).</li> <li>(v) Copy of work orders &amp; completion certificates (in case of completed projects) or certificate of satisfactory running work (in case of on-going project) in favour of bidder (both lead partner &amp; JV partner in case of Consortium /Joint Venture).</li> <li>(vi) Valid scanned copy of Trade License, PAN, GST, EPF and ESI certificate. Certificate of NSIC/ Excise Registration Certificate is accepted in lieu of Trade License.</li> <li>(vii) A self declared Black Listed certificate.</li> <li>(viii)The Article of Association and Memorandum, if applicable (both lead partner &amp; JV partner in case of Consortium /Joint Venture).</li> <li>(ix) Audited financial statement (Balance Sheet and Profit &amp; Loss Statement) of the firm/company (both lead partner &amp; JV partner in case of Consortium /Joint Venture) for the last 3 years (2016-17, 2017-18 &amp; 2018-19).</li> <li>(x) Income Tax Return Certificate for the last 3 years (both lead partner &amp; JV partner in case of Consortium /Joint Venture).</li> <li>(xi) Power of Attorney for the authorized person to sign the bid/proposal.</li> <li>(xii) Form of Consortium or Joint Venture agreement in case of Consortium / Joint Venture.</li> <li>(xiii)Section 3: Technical Proposal - Standard Forms.</li> <li>(xiv)Section 4 - Financial Proposal - Standard Forms.</li> <li>(xv) Any other document to fulfil the eligibility criteria mentioned in Section-2 of this RFP.</li> </ul>
3.3	<p>As per available data the quantity of waste collected &amp; provided by the ULB is 53 TPD for MSW Processing Plant.</p> <p>“Design, build, construct, install, commissioning and transfer of 29 TPD capacity of Municipal Wet Waste processing facility based on Windrow Composting Technology / Biomethanation Technology, setting up Semi Automatic Material Recovery Facility of 24 TPD capacity for Dry Waste, construction of Sanitary Landfill (as required size) along with operation &amp; maintenance for 10 years (Renewable) under Swachch Bharat Mission for Kalyani Municipality in West Bengal”.</p>
3.4	<p>Proposal may be submitted by interested bidders as a single entity or a group of entities (“Bidding Consortium/JV”). In case of Consortium/JV, the maximum numbers of entities is limited to 2 (two) including the Lead Member.</p>
3.6	<p>The format of the technical proposal to be submitted is:</p>

	<p>Simplified Technical Proposal (STP) Following:          Technical Proposal Submission Form:          TECH-1A: Qualification Application          TECH-1B: Financial Statement          TECH-1C: Structure &amp; organization          TECH-1D: Statement of any Indictment          TECH-1E :Firm's Experience          TECH-1F: Key Technical and Managerial staff          TECH-2: Methodology for proposed operation &amp; maintenance          TECH-3: Format for power of attorney for signing of proposal          TECH-4: Format for power of attorney for lead member of consortium/joint venture</p>
9.1	<p>The concessionaire shall complete the work of construction, installation &amp; commissioning of waste processing plant, sanitary landfill, office building, boundary wall (if required), weigh bridge and other ancillary work within 180 days from the date of issue of letter of acceptance cum work order.          The concessionaire shall operate and maintain the processing plant for minimum 10 years (Renewable based on satisfactory performance) after its commissioning.</p>

## SECTION 3: Technical Proposal - Standard Forms

### Form TECH-1A: Qualification Application

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

[Location, Date]

To:

The Director, SUDA

Dear Sir/Madam:

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

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

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

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

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: \_

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

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

## Form TECH-1B: Financial Statement

1. Name of Applying Agency:

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

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

Average Annual Turnover is XXXX (Rs in Lakh)

Signed by a Practicing Chartered  
Accountant

Name: Membership No.:

Name of the Firm with  
Seal

Date \_\_\_\_\_

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

## Form TECH-1C: Structure & organization

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

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

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

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

Designation:  
Address:  
Telephone No. :  
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 Consortium/JV

(Name and designation)

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

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



## Form TECH-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 Windrow Composting/Biomethanation: Describe the process, list of plant & machinery, power requirement, likely % of product, likely power generation, likely quantity of RDF & likely % of rejects etc.
- b. Method of Material Recovery Facility: Describe the process, list of plant & machinery, power requirement, likely % of product, likely power generation, likely quantity of RDF & likely % of rejects etc.

### 4. Construction and Monitoring mechanism proposed for Sanitary Landfill.

### 5. Manpower Proposed to be deployed:

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

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

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

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

*(On Stamp paper of relevant value)*

POWER OF ATTORNEY

Know all men by these presents, We ..... *(name and address of the registered office)* do hereby constitute, appoint and authorize Mr/Ms ..... *(name and residential address)* who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our for taking 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 \_\_\_\_\_ 2020  
For \_\_\_\_\_  
(Name and designation of the person(s)  
signing on behalf of the Bidder)

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

Date: .....  
Note:

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

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

*(On Stamp paper of relevant value)*

**POWER OF ATTORNEY**

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

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

Now this power of attorney witnesses that;

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

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

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

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

.....

(Executants)

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

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

## **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, construct, install, commissioning and transfer of 29 TPD capacity of Municipal Wet Waste processing facility based on Windrow Composting Technology / Biomethanation Technology, setting up Semi Automatic Material Recovery Facility of 24 TPD capacity for Dry Waste, construction of Sanitary Landfill (as required size) along with operation & maintenance for 10 years (Renewable) under Swachh Bharat Mission for Kalyani Municipality in West Bengal".

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

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

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

We remain,

Yours sincerely,  
Authorized Signature [*In full and initials*]

: \_\_\_\_\_

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

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

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

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

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

Sl. No.	Item	Quantity (in Ton)	Quoted Rate(inclusive of all taxes & duties except GST) in Rs.	GST in Rs.	Total Quoted Rate (inclusive of all taxes & duties and GST) in Rs.
1.	<b>Design, build, construct, install, commissioning and transfer of 29 TPD capacity of Municipal Wet Waste processing facility based on Windrow Composting Technology / Biomethanation Technology, setting up Semi Automatic Material Recovery Facility of 24 TPD capacity for Dry Waste, construction of Sanitary Landfill (as required size) along with operation &amp; maintenance for 10 years in terms of tipping fee.</b>	01			

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

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

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

### **2. Background:**

#### **2.1 Introduction:**

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

#### **2.2 Objective:**

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

1. To comply with Solid Waste Management Rules, 2016 and applicable laws, rules, guidelines in India and best Engineering practices through Public Private Participation.
2. To improve the existing standards of public health and environmental quality by establishing technically suitable MSW processing plant for conversion of MSW to useful products- Compost /Bio gas/ Energy / RDF Incl. Recycling of recoverable material and safe disposal of residue 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 Windrow Composting Facility/ Biomethanation Facility**

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

- a. Design, Build, Install, Commissioning and Transfer of 29 TPD capacity of Municipal Wet Waste Processing facility based on Windrow Composting Technology/ Biomethanation Technology with pre-sorting facility during the contract period and O&M for 10 years (Renewable based on effective performance). The technology proposed is Windrow Composting/ Biomethanation only.
- b. Preparation of design, drawing and specifications of required civil works and plant & machinery of capacity for processing of waste likely to generate till next 10 years.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of TIA/representative. The amount needed for vetting to be borne by the concerned agency.
- d. All sites should be visited before quoting of the rates at the expenses of agency.
- e. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- f. All types of clearance and NOC required for Installation / Commissioning and Operating have to be taken from appropriate authorities beforehand. SUDA/ULB/ Corporations will only provide necessary support for acquiring such clearance/NOC.
- g. Installation of plant & machinery for waste processing.
- h. The bidder shall also set up a leachate treatment facility in accordance of applicable rules and regulations.
- i. The bidder will minimize mal odour generation, prevent off-site migration of gaseous emissions. Ambient air quality at the site and in the vicinity shall be monitored to meet the specified standards as per CPCB and SPCB rules and regulations.
- j. The processing plant shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best Engineering practice.
- k. Electricity, water etc. utility expenses/ charges will be borne by the bidder.

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

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

- a. Design, Build, Install and Setting up Semi Automatic Material Recovery Facility of 24 TPD capacity with operation & maintenance for 10 years (Renewable based on effective performance) for Municipal Solid Waste.
- b. Preparation of design, drawing and specifications of required civil works and plant & machinery of capacity for processing of waste likely to generate till next 10



years.

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

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

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

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

- k. The contractor is responsible for making arrangement for daily soil cover as specified in the Schedule I of Solid Waste Management Rules, 2016

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

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

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

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

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

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

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

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

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

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

- a. Prompt repairs of the storage and waste drying places, Leachate collection drainage

and treatment system, electrical items, drains, vehicular passages, sieving machineries, lighting and fencing;

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

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

The Emergency Response Plan (“ ERP” ) shall be developed by the Concessionaire. This shall be a part of the Operations Protocol developed by

the Concessionaire. The ERP shall set out steps to be taken and measures to be adopted by the Concessionaire in responding to dealing with Emergency including those 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. The client will be constructed the approach road at his level.

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

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

- a. Furnish the Performance Security for an amount of Rs. 21,20,000.00 (Twenty one lakh twenty thousand only) in the form of Bank guarantee valid for 12 months.
- b. Attend office of Employer to sign the agreement on non- judicial stamp papers as fixed by State Government.
- c. Failure of the successful bidder to submit the above-mentioned Performance Security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

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

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

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

The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 10% will be deducted towards Security Deposit from each monthly invoice. Such deducted total amount will be refunded after 12 months on completion of each year.

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

SUDA will be the Contract Management Agency. SUDA/ULB shall also designate one nodal officer and other counter-part staff for co- ordination with different line agencies, other Govt. agencies, and assist concessionaire for obtaining necessary approval from State Pollution Control Board, SEIAA and any other government department/ agency. The ULB shall also assist the concessionaire for award of any subsidy on production & sale of the 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.1.50 lakh per month will be imposed for delay in commissioning of processing plant beyond the scheduled date. One month will be considered if the delay is more than 21 days but less than 31 days.
- b. The concessionaire is responsible for storage / transportation / disposal of residual waste safely as per the provisions made in the SWM Rules, 2016. The residual waste should not be dumped on road side or on other's property. If the residual waste is dumped on road side, a penalty of Rs. 10,000/- per event will be charged to the concessionaire.
- c. If the quantity of inert waste to be disposed off in the sanitary landfill is more than the 10% quantity of waste received at site a charge of Rs.2000 per ton shall be charged on the extra weight than 10% of the total waste.

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

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

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

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

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

## **11. Human Resource :**

- a. The agency shall, during the contract period, have requisite staff/representatives as required to run the plant and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.
- b. The agency shall be responsible for health safety measures of his workers.
- c. The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948 and the Workmen's Compensation Act, 1923. In addition to 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.

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

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

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

part of its assets; and

- Any act is done or event occurs with respect to the agency or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

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

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

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

b. Withdrawal of Termination Notice;

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

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

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



## **15. Force 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.

**16. No Breach of Obligations :**

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

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

**17. Settlement of Accounts :**

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

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

a. Amicable Settlement:

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

b. Arbitration:

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

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

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

## Section 6 - Standard Contract Document

### Section I: FORM OF CONTRACT

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

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

BETWEEN : The Director, SUDA.  
(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”)

WHEREAS *[Please insert nodal officer and communication address of the agency]*  
:a. Director, SUDA requires the agency to provide the services as  
defined in Section5 of this contract ("Terms of Reference") to support  
their project; and  
b. the agency has agreed to provide the services on the terms and  
conditions set out in this contract.

IT IS HEREBY AGREED as follows:

#### 1. Documents:

This Contract shall be comprised of the following documents:

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

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

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

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

#### 3. Financial Limit:

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

4. Time of the Essence:

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

Dated:

For and on behalf of

Client Name:

Date:

For and on behalf of Agency

Name:

Date:

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

### **THE CONTRACT:**

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

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

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

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

## 2. Persons:

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



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

- (i) "Commencement Date" means the date when the Agency shall commence the construction of civil works or erection of plant & machinery of processing plant.
- (ii) "Completion Date" is the date of completion of the operations/activities and as certified by the Competent Authority.
- (iii) "Contract Period," means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the date of issue of acceptance letter. The Contract period is 5 years from the date of issue of letter of acceptance.
- (iv) "Operating Year" means each successive period, the first such period commencing on the date on which processing of MSW at processing site 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 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 LOA cum work order.

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

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

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

**i. Payment Terms:**

<b>Sl. No.</b>	<b>Description of Work</b>	<b>Total amount to be paid to the agency including all type of taxes &amp; duties and GST (Fixed)</b>	<b>Period of payment released</b>	<b>Payment to be released</b>
1.	Design, build, construct, install, commissioning and transfer of 29 TPD capacity of Municipal Wet Waste processing facility based on Windrow Composting Technology / Biomethanation Technology, setting up Semi Automatic Material Recovery Facility of 24 TPD capacity for Dry Waste, construction of Sanitary Landfill (as required size) along with operation & maintenance for 10 years (Renewable) under Swachch Bharat Mission for Kalyani Municipality in West Bengal.	Rs.149.00 lakh	After successful commissioning and acceptance given by Competent Authority	25%
			After 12 months from commencement of processing start date	25%
			After 24 months from commencement of processing start date	25%
			After 36 months from commencement of processing start date	25%

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

N.B:

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

**J. Responsibilities:**

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

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

**b. Agency's responsibilities:**

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

- for running a processing 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).

**K. Environmental Compliance:**

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

**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.

**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:

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

**U. Pre-operational Infrastructure:**

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

**V. Processing Site and Vehicles:**

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

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

The Agency shall maintain all assets, plant & machinery and the vehicles in full serviceable condition during the period of contract entirely at his own costs including 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. Jurisdiction:**

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