

REQUEST FOR PROPOSAL FOR BIOMINING OF  
LEGACY WASTE LOCATED AT THE DUMPSITE IN  
MARTEN, SHILLONG VIA MANAGEMENT  
CONTRACT THROUGH NATIONAL COMPETITIVE  
BIDDING

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## **Request For Proposal**

### **REQUEST FOR PROPOSAL (RfPs) FOR BIO-MINING OF LEGECY WASTE LOCATED AT THE DAMSITE IN MARTEN, SHILLONG VIA MANAGEMENT CONTRACT THROUGH NATIONAL COMPETITIVE BIDDING.**

#### **Detailed Schedule of Bidding Process**

<b>Sl.No</b>	<b>Information</b>	<b><u>Details</u></b>
1	Name of the work	As mentioned in the 'Scope of Works'
2	Method of selection proposal required	Two Bids System, Technical Bid and Financial (Price) Bid.
3	Sale Date	22 <sup>nd</sup> January 2024 up to 9 <sup>th</sup> February 2024
4	Last Date and Time of Receipt of RfP	9 <sup>th</sup> February 2024 at 14:00 Hours IST
5	Date and Time of opening of RfP	9 <sup>th</sup> February 2024 at 15:00 Hours IST
6	Cost of Bid Document	₹ 25,000/- (Twenty Five Thousand) only
7	Bid Security	Rs. 25.00 Lakhs for Tribals and Rs. 50.00 Lakhs for Non-Tribals drawn in favour of Director, Urban Affairs, Shillong
8	Validity of RfP	120 days from the date of opening
9	Name and Address of office inviting the E.O.I	Office of the Director of Urban Affairs, Meghalaya, Shillong.
10	Contact Number	+91-8794702273

# Request for Proposals

## Legacy Waste Remediation Services

**Authority:** Directorate of Urban Affairs, Shillong, Meghalaya

**Project:** Request for proposal for bio-mining of legacy waste located at the dumpsite in Marten, Shillong via management contract through national competitive bidding

**Contract title:** Management Contract for Bio-mining of Legacy Waste at Marten Dumpsite, Shillong: Request for Proposal (RFP)

**Country:** India

**RFP No:** DUA(U)Tech/74/2024/2

**Issued on:** 18<sup>th</sup> January 2024

1. The Director of Urban Affairs, Shillong, Meghalaya invites Bids from eligible Bidders for legacy waste remediation services for an estimated ~1.5 lakh MT waste at dumping site at Marten, Shillong (Lat & Long - 25.6091106, 91.8722567) spread across 15 acres of land as detailed in the Table. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract.
2. Bidding will be conducted through national open competitive procurement using a Request for Proposals (RFP) as specified in the latest applicable Procurement Regulations (“Procurement Regulations”) and is open to all eligible Bidders as defined in the Procurement Regulations. Bidders from India should, however, be registered with the Government of Meghalaya or other State Governments/ Government of India, or State/ Central Government Undertakings. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing if they become successful bidders.
3. Interested eligible Bidders may obtain further information from The Directorate of Urban Affairs, Shillong, Meghalaya and inspect the bidding document during office hours at the address given below of this section.
4. The bidding document is available from 22<sup>nd</sup> January 2024 to 9<sup>th</sup> February 2024 for a non-refundable fee as indicated in the table, in the form of Demand Draft (DD) on any Scheduled/Nationalized bank payable at Shillong in favour of Director, Urban Affairs, Shillong.
5. Bids must be submitted on or before 14:00 hours on 9<sup>th</sup> February 2024 and the ‘Technical Part’ of the bids will be opened on the same day at 15:00 hours. The “Financial Part” shall remain unopened until the second Bid opening for the financial part. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
6. All Bids must be accompanied by a Bid Security of the amount specified for the Legacy Waste Remediation Services is Rs. 25.00 Lakhs for Tribals and Rs. 50.00 Lakhs for Non-Tribals drawn in

favour of Director, Urban Affairs, Shillong and shall have to be valid for 45 days beyond the validity of the bid.

7. The bidders are required to submit (a) original demand drafts towards the cost of bid document; (b) original bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
8. The time of completion is 24months from the date of issuing of the final letter of acceptance (LOA).
9. Validity of RFP is 120days from the date of opening.
10. The address for communication is as under:

DIRECTOR,  
URBAN AFFAIRS,  
RAITONG BUILDING, SECRETARIATE HILLS,  
SHILLONG 793001  
Telephone: +91-8794702273  
Email: duashillong@yahoo.co.in

Name of officer and title

Seal of office

Address

# Request for Proposals

## Legacy Waste Remediation Services

Procurement of Legacy Waste Remediation Services for Dumpsite located at: Marten

RFP No: **DUA(U)Tech/74/2024/2**

Project: [Request for proposal for bio-mining of legacy waste located at the dumpsite in Marten, Shillong via management contract through national competitive bidding]

Authority: Directorate of Urban Affairs, Government of Meghalaya

Country: India

Issued on: 18<sup>th</sup> January 2024

Last Date of Submission on: 9<sup>th</sup> February 2024

DIRECTOR,  
URBAN AFFAIRS,  
RAITONG BUILDING, SECRETARIATE HILLS,  
SHILLONG 793001  
Telephone: +91-8794702273  
Email: duashillong@yahoo.co.in

Name of officer and title

Seal of office

Address

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## Part I – Bidding Procedures

## Section I – Instructions to Bidders

### General

#### 1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice - Request for Proposals (RFP), specified in the Bid Data Sheet (BDS), the Authority, as specified in the BDS, issues this bidding document for the delivery of Legacy Waste Remediation Services, as specified in Section V, Authority's Requirements. The name, and identification of this RFP procurement are specified in the BDS.
- 1.2 Throughout this bidding document:
  - a) The term "in writing" means communication in written form (e.g., by mail, e-mail, fax, including if specified in the BDS, distributed) with proof of receipt.
  - b) If the context so requires, "singular" means "plural" and vice versa; and
  - c) "Bidder" means a person, including any individual, firm, Company, Corporation, NGO, society, trust, Govt., state or agency of a state, or any association or partnerships (whether or not having separate legal personality) of two or more of the above and shall include succession and assigns.
  - d) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Authority. It excludes the Authority's official public holidays.
  - e) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Authority.
  - f) "Authority" means the party who employs the Service Provider.
  - g) "Authority's Personnel" means all staff, labor and other employees of the Authority engaged in fulfilling the Authority's obligations under the Contract; and any other personnel identified as Authority's Personnel, by a notice from the Authority to the Service provider.
  - h) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SCC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Authority

under this Contract.

- i) "Party" means the Authority or the Service Provider, as the case may be, and "Parties" means both of them.
- j) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.
- k) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Authority;
- l) "Service Provider's Personnel" means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- m) "Services" means the work to be performed by the Service Provider pursuant to the Contract;
- n) "SCF/ RDF" means non-biodegradable, non-recyclable, non-reusable, nonhazardous solid waste having minimum calorific value exceeding 1500 kcal/kg and excluding chlorinated materials like PVC plastic, woody waste etc.
- o) "inerts" means wastes which are not bio-degradable, recyclable, or combustible and include debris, construction and demolition wastes, street sweepings or dust and silt removed from the surface drains.
- p) "Good Earth" means mixture of organic matter and fine soil.

**1.3** The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.

## **2. Eligible Bidders**

**2.1** A Bidder may be a firm that is a private entity, a state-owned entity or institution, subject to ITB 4.5, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise specified in the BDS. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the

members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

- 2.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls/ is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Authority regarding this Bidding process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the Authority's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Legacy Waste Remediation Services that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Authority or Borrower for the Contract implementation; or
- 2.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.
- 2.4 Bidders that are state-owned enterprises or institutions in the Authority's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Authority.
- 2.5 A Bidder shall not be under suspension from Bidding by the Authority as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.

### 3. Qualification of the Bidder

- 2.6 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Authority, as the Authority shall reasonably request.
- 3.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

### Contents of Bidding Document

#### 4. Sections of Bidding Document

- 4.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.

##### **PART 1: Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms

##### **PART 2: Authority's Requirements**

- Section V – Authority's Requirements

##### **PART 3: Contract**

- Section VI - General Conditions of Contract (GCC)
- Section VII - Special Conditions of Contract (SCC)
- Section VIII - Contract Forms

- 4.2 The Specific Procurement Notice - Request for Proposals (RFP) or the notice to prequalified Bidders, as the case may be issued by the Authority, is not part of this bidding document.

- 4.3 Unless obtained directly from the Authority, the Authority is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB7. In case of any contradiction, documents obtained directly from the Authority shall prevail.

- 4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

- 4.5 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner

acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.

## **5. Site Visit**

5.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and their surroundings shall be at the Bidder's own expense. Bidder must take an official permission to visit the site and follow applicable safety measures, while moving around the site.

## **6. Clarification of Bidding Document**

6.1 A Bidder requiring any clarification of the bidding document shall contact the Authority in writing at the Authority's address specified in the BDS. The Authority will respond in writing to any request for clarification, provided that such a request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Authority shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 4.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the bidding document, the Authority shall amend the bidding document following the procedure under ITB 7 and ITB 19.2.

## **7. Amendment of Bidding Document**

7.1 At any time prior to the deadline for submission of Bids, the Authority may amend the bidding document by issuing an addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.

7.2 Any addendum issued shall be part of the bidding document and shall be communicated to all bidders who have obtained the bidding document from the Authority in accordance with ITB 4.3. The Authority shall also promptly publish the addendum in accordance with ITB 6.1.

7.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Authority shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 19.2 below.

## **Preparation of Bids**

### **8. Cost of Bidding**

8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Authority shall not be responsible or liable for those costs, regardless of the conduct

or outcome of the Bidding process.

## 9. Language of Bid

9.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Authority shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## 10. Documents Comprising the Bid

10.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.

10.2 The Technical Part shall contain the following:

- (a) **Letter of Bid – Technical Part** prepared in accordance with ITB 11;
- (b) **Bid Security** in accordance with ITB 17.1;
- (c) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 17.2;
- (d) **Qualifications:** documentary evidence in accordance with ITB15 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (e) **Bidder's Eligibility:** documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility to Bid;
- (f) **Conformity:** documentary evidence in accordance with ITB 14, that the Services conform to the bidding document;
- (g) and any other document **required in the BDS.**

10.3 The Financial Part shall contain the following:

- a. Letter of Bid – Financial Part: prepared in accordance with ITB 11 and ITB 12;
- b. Schedules: priced Activity Schedule completed in accordance with ITB 11 and ITB 12;
- c. any other document required in the BDS.

10.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

- 10.5 In addition to the requirements under ITB 10.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid., and to contract execution if the Bidder is awarded the contract.

## **11. Process of bid submission**

- 11.1 The Letter of Bid - Technical Part, Letter of Bid – Financial Part, and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 18.3. All blank spaces shall be filled with the information requested.
- 11.2 Entire Bid including the Letters of Bid and filled-up Activity Schedule shall be submitted specified in ITB 6.1.
- 11.3 Submission of Original Documents: The bidders are required to separately as specified in RFP

## **12. Bid Price**

- 12.1 The price quoted by the Bidder in the Letter of Bid – Financial Part shall conform to the requirements specified below.
- 12.2 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
- 12.3 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications and listed in the financial bid (Format attached in Section IV – Bidding Forms). Items for which no rate or price is entered by the Bidder will not be paid for by the Authority when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 12.4 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
- 12.5 If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all

the information required under the Special Conditions of Contract and of the General Conditions of Contract.

12.6 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendix E to the Contract.

### **13. Currencies of Bid and Payment**

13.1 The prices shall be quoted by the Bidder, and shall be paid for by the Authority, entirely in Indian Rupees.

### **14. Documents Establishing Conformity of Services**

14.1 To establish the conformity of the Legacy Waste Remediation Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section V, Authority's Requirements.

14.2 Standards for provision of the Legacy Waste Remediation Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Authority's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Authority's Requirements.

### **15. Documents Establishing the Eligibility and Qualifications of the Bidder**

15.1 To establish their eligibility in accordance with ITB 2, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.

15.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Authority's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

15.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, detailed plan of action/ work plan and schedule.

## 16. Period of Validity of Bids

- 16.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Authority in accordance with ITB 7. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Authority in accordance with ITB 7, shall be rejected by the Authority as nonresponsive.
- 16.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Authority may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 17, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

## 17. Bid Security

- 17.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of the Technical Part of its Bid, a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security in original form, in the amount and currency specified **in the BDS**.
- 17.2 If a Bid Security is specified pursuant to ITB 17.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a nationalized/ scheduled bank located in India
  - (b) An irrevocable letter of credit; issued by a Nationalized /Scheduled Bank located in India.
  - (c) a cashier's or certified check; or demand draft from a Nationalized/ Scheduled bank located in India; or
  - (d) another security specified **in the BDS**,

If the unconditional guarantee is issued by institution located outside India, it shall be counter signed by a Nationalized/ Scheduled bank located in India to make it enforceable. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Authority prior to Bid submission. The form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 16.2.

- 17.3 If a Bid Security is specified pursuant to ITB 17.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Authority as non-responsive.
- 17.4 If a Bid Security is specified pursuant to ITB 17.1, the Bid Security

of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 37.

17.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

17.6 The Bid Security may be forfeited:

- (a) if a Bidder withdraws/modifies/substitutes its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 36; or
  - (ii) Furnish performance security in accordance with ITB 39.

17.7 The Bid Security of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid- Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 2.1 and ITB 12.2.

## **18. Format and Signing of Bid**

18.1 The Bidder shall prepare the Bid as per details given in ITB.

18.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

18.3 A person or persons shall sign the Bid duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the Bid.

18.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the Bid.

## **Submission of Bids**

### **19. Preparation of**

19.1 Bids, both Technical and Financial Parts, shall be submitted

## **Bids**

specified in BDS 6.1.

- 19.2 The completed bid comprising of documents indicated in ITB 10, should be submitted along with photocopies of requisite certificates as are mentioned in different sections in the bidding document and the bid security as per ITB 17.
- 19.3 All the documents are required to be signed by the bidder.
- 19.4 E-mail, Telex, Cable, or Facsimile bids will be rejected as non-responsive.

## **20. Dead line for Submission of Bids**

- 20.1 Bids must be submitted no later than the date and time **specified in the BDS.**
- 20.2 The Authority may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 7, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **21. Late Bids**

- 21.1 Late Bids submitted beyond the last date and time of submission of Bids as specified in RFP shall be summarily rejected.

## **Opening of Technical Parts of Bids**

### **22. Opening of Technical Parts of Bid**

- 22.1 The Authority shall, at the Bid opening, open Technical parts of all the bids and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend. The Financial Parts of the bids shall remain unopened until the subsequent opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 11.3 shall be first scrutinized, and

Bids that do not comply with the provisions of ITB 11.3 will be declared non-responsive and will not be opened.

- 22.2 The Authority will also prepare minutes of the Bid opening, including the information disclosed. Only Technical Parts of Bids, that are opened at Bid opening of Technical Parts shall be considered further for evaluation.

## **Evaluation and Comparison of Bids**

### **23. Confidentiality**

- 23.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Contract Award is transmitted to all Bidders in accordance with ITB 34.
- 23.2 Any effort by a Bidder to influence the Authority in the evaluation or contract award decisions may result in the rejection of its Bid.
- 23.3 Notwithstanding ITB 23.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Authority on any matter related to the Bidding process, it should do so in writing.

### **24. Clarification of Bids**

- 24.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Authority may, at the Authority's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Authority may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Authority shall not be considered. The Authority's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the Bids.
- 24.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Authority's request for clarification, its Bid may be rejected.

### **25. Deviations, Reservations, and Omissions**

- 25.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**26. Non conformities, Errors, and Omissions**

- 26.1 Provided that a Bid is substantially responsive, the Authority may waive any nonconformities in the Bid.
- 26.2 Provided that a Bid is substantially responsive, the Authority may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 26.3 Provided that a Bid is substantially responsive, the Authority shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Authority shall use its best estimate.

**Evaluation of Technical Parts of Bids**

**27 Evaluation of Technical Parts**

- 27.1 In evaluating the Technical Parts of each Bid, the Authority shall use the criteria and methodologies listed in ITB 28, ITB 29, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

**28 Determination of Responsiveness**

- 28.1 The Authority's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.
- 28.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - (a) if accepted, would:
    - (1) affect in any substantial way the scope, quality, or performance of the Legacy Waste Remediation Services specified in the Contract; or
    - (2) limit in any substantial way, inconsistent with the bidding document, the Authority's rights, or the Bidder's obligations under the Contract; or
    - (3) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially

responsive Bids.

- 28.3 The Authority shall examine the technical aspects of the Bid submitted in accordance with ITB 14 and ITB 15, in particular, to confirm that, all requirements of Section V, Authority's Requirements have been met without any material deviation or reservation, or omission.
- 28.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **29 Qualification of the Bidder**

- 29.1 The Authority shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid – Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder that submitted the Bid.
- 29.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 29.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

## **Opening of Financial Parts of Bids**

### **30 Opening of Financial Parts**

- 30.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Authority shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
  - (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;

- (b) their Financial Part of Bid will not be opened; and
- (c) notify them of the date, time and location of the opening of Financial Parts of the Bids.

30.2 The Authority shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- (b) their Financial Part of Bid will be opened at the opening of the Financial Parts; and
- (c) notify them of the date, time and location of the second opening of the Financial Parts of the Bids, **as specified in the BDS.**

30.3 The opening date should allow Bidders sufficient time to make

arrangements for attending the opening. The Financial Part of the Bids shall be opened in the presence of Bidders' designated

representatives and anyone who chooses to attend. The bidder's names, the Bid prices, the total amount of each bid, and as the Authority may consider appropriate, will be notified by the Authority at the time of bid opening.

30.4 The Authority will also prepare minutes of the Bid opening, including the information disclosed. Only Financial Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

## Evaluation of Financial Parts of Bids

### 31 Evaluation of Financial Parts

31.1 In evaluating the Financial Part of each Bid, the Authority will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

- (a) price adjustment due to quantifiable non-material nonconformities in accordance with ITB 26.3;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and

(c) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

31.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

### **32 Comparison of Financial Parts of Bids**

32.1 The Authority shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 31.1 to determine the Bid that has the lowest evaluated cost.

### **33 Abnormally Low Bids**

33.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

33.2 In the event of identification of a potentially Abnormally Low Bid, the Authority, unless otherwise specified in the BDS, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

33.3 After evaluation of the price analyses, in the event that the Authority determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Authority shall reject the Bid.

### **34 Authority's Right to Accept Any Bid, and to Reject Any or All Bids**

34.1 The Authority reserves the right to accept or reject any Bid, and to award the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

## **Award of Contract**

### **35 Award Criteria**

35.1 Subject to ITB 34, the Authority shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Least Cost (L1) Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

(a) Substantially responsive to the bidding document; and

(b) Least Cost (L1)

### **36 Notification of Award**

36.1 Prior to the expiration of the Bid Validity Period, the Authority shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Authority will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

36.2 At the same time, the Authority shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Authority;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) name of Bidders whose Bids were rejected and the reasons for their rejection; and the name of the successful Bidder, the final total contract price, the contract duration, and a summary of its scope

36.3 The Contract Award Notice shall be published on the Notice Board of the Office.

36.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

### **37 Debriefing by the Authority**

37.1 The Authority shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Authority in writing to explain on which grounds its bid was not selected.

### **38 Signing of Contract**

38.1 Promptly upon Notification of Award, the Authority shall prepare the Contract Agreement and keep it ready in the office of the Authority for the signature of the Authority and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Authority and the successful Bidder.

38.2 Within thirty (30) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 39, and revised methodology for delivery of services; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and

(c) Shall sign, date and return the Agreement to the Authority along with the documents stated at (a) and (b) above.

### **39 Performance Security**

39.1 Within thirty (30) days of the receipt of the Letter of Acceptance from the Authority, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Authority.

39.2 If the Performance Security furnished by the successful Bidder is in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a nationalized/ scheduled bank located in India, or by a foreign bank acceptable to the Authority, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture specifying the names of all members.

39.3 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 Bid Security. In that event the Authority may award the Contract to the Bidder offering the next best quote or annul the bid process.

## 40 Adjudicator

40.1 The Authority proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Authority has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

## 41 Procurement

41.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

### Section II– Bid Data Sheet (BDS) (Instructions to Bidders – ITB)

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Proposals (RFP)/Tender No.DUA(U)Tech/74/2024/2</p> <p>The Authority is: Directorate of Urban Affairs, Meghalaya, Shillong</p> <p>The name of the RFP is: <b><i>Bio-mining of legacy waste located at the dumpsite in Marten, Shillong via management contract through national competitive bidding</i></b></p>
ITB 1.3	The Intended Completion Date is 24months from the date of issuing the final LOA.
ITB 2.1	<p>Where Joint Ventures are permitted:</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: 2</p> <p>(b) Place where the agreement to form JV to be registered is.....</p> <p>[Fill in the name of the city where the contract agreement is to be signed]</p> <p>(c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [in case of a successful bid].</p> <p>(d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Authority.</p>
	<b>B. Contents of Bidding Document</b>
ITB 6.1	<p>For Clarification of Bid purposes only, the Authority’s address is: .....</p> <p>[insert the corresponding information as required below. This address may be the same as or different from that specified under provision ITB 1.1 for Bid submission]</p>

	<p>DIRECTOR, URBAN AFFAIRS  RAITONG BUILDING,  SECRETARIAT HILLS,  SHILLONG 793001  Telephone : +91-8794702273  Email :duashillong@yahoo.co.in Country: India</p> <p>Telephone: [insert telephone number, including country and city codes] Facsimile number: [insert fax number, including country and city codes] Electronic mail address: [insert email address, if applicable]</p> <p>Requests for clarification should be received by the Authority no later than:  15 days</p>
ITB 7.1	<p>The addendum will be notified in the Notice Board of the Directorate, Newspapers, Website of NIC.</p> <p>[Note – insert/ modify the above if any change is required in the provisions of ITB 9.1, otherwise delete this BDS entry]</p>
	<b>C. Preparation of Bids</b>
ITB 10.1 (g)	The Bidder shall submit the following additional documents in its Bid: any additional document not already listed in ITB 10.1 that must be submitted with the Bid will be notified.
ITB 10.3	The Bidder shall submit the following additional documents in its Bid: any additional document not already listed in ITB 10 that must be submitted with the Bid will be notified.
ITB 11.3	<p>For submission of original documents, the Authority's address is:</p> <p>DIRECTOR, URBAN AFFAIRS  RAITONG BUILDING,  SECRETARIATE HILLS,  SHILLONG 793001  Telephone : +91-8794702273  Email :duashillong@yahoo.co.in  Country: India</p>
ITB 12.5	The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract as per Appendix B, Section VII
ITB 16.1	<p>The Bid validity period shall be 120 days.</p> <p>[Note: the period should be 120 days, allowing for bid evaluation, and clarifications. The time should be the same as that specified in the Request for Proposals]</p>
ITB 17.1	Bid Security shall be Rs. 25.00 Lakhs for Tribals and Rs. 50.00 Lakhs in Indian Currency

	for Non-Tribals drawn in favour of Director, Urban Affairs, Shillong. and shall have to be valid for 45 days beyond the validity of the bid.
<b>ITB 17.2 (d)</b>	Other types of acceptable securities:  Fixed Deposit/Time Deposit certificate issued by a Nationalized/ Scheduled bank located in India for equivalent or higher values are acceptable as bid security provided it is pledged in favour of (implementing agency) and such pledging has been noted and suitably endorsed by the bank issuing the certificate.
<b>ITB 18.1</b>	In addition to the original of the Bid, the number of copies is [insert number of copies]
<b>ITB 18.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of:  Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and  In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.
	<b>E. Opening of Technical Parts of Bids</b>
<b>ITB 23.1</b>	The opening of Technical Part of Bids shall take place at:  DIRECTOR, URBAN AFFAIRS RAITONG BUILDING, SECRETARIAT HILLS, SHILLONG 793001 Telephone : +91-8794702273 Email :duashillong@yahoo.co.in Country: India  Date: 9 <sup>th</sup> February 2024  Time: 15:00 p.m.  In the event of the specified date of bid opening being declared a holiday for the Authority, the bids will be opened at the appointed time and location on the next working day.
	<b>F. Evaluation and Comparison of Bids – General Provisions</b>
<b>ITB 30.3</b>	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated

	price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Authority shall use its best estimate.
	<b>G. Opening of Financial Parts of Bids</b>
<b>ITB 31.2 (c)</b>	Following the completion of the evaluation of the Technical Parts of the Bids, the Authority will notify all Bidders of the date and time of the opening of Financial Parts of Bids.
	In addition to the above the Authority shall publish a notice of the opening of the Financial Parts of the Bid on its Notice Board  [Note: The Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders]  In the event of the specified date of bid opening being declared a holiday for the Authority, the bids will be opened at the appointed time and location on the next working day.
	<b>H. Evaluation of Financial Parts of Bids</b>
	<b>I. Award of Contract</b>
<b>ITB 41</b>	The Performance Security amount is 3% (percent) of Contract Amount, and the Standard Form of Performance Security acceptable to the Authority shall be in the form of a Bank Guarantee from any Nationalized Bank of India.  It shall be the responsibility of the selected Bidder to always keep the Bank Guarantee valid during the Contract period/ or as per the requirement of the Contract Agreement.  [A Bank Guarantee shall be unconditional (on demand) (see Section VIII: Contract Forms). The amount of 3 percent of the Contract Price is commonly specified for Performance Bank Guarantees].
<b>ITB 42</b>	The Adjudicator proposed by the Authority is _____.  The daily rate for this proposed Adjudicator shall be decided mutually by both parties – contractor and authority.  The biographical data of the proposed Adjudicator is as follows:  _____.  [Provide relevant information, such as education, experience, age, nationality, and present position; attach additional pages as necessary- normally a professional with requisite experience. The Adjudicator proposed should not be an employee of Government or Service Provider].  Note:  Institutions such as Indian Council of Arbitration (ICA) also maintain panel of experienced and trained adjudicators and if needed, such institutions could be approached for providing a list of potential adjudicators. If this option is to be used,

	above clause may be modified as:
	“The Adjudicator proposed by the Authority is: ..... and has been identified from the list provided by ..... [insert name of the Institution]. The daily fee payable to Adjudicator is Rs..... as per the rules of the Institution.”

### Section III- Evaluation and Qualification Criteria

In line with the two-envelope bidding process, this section includes Evaluation and Qualification Criteria:

- 1. Technical Part; and**
- 2. Financial Part.**

#### TECHNICAL PART

##### 1. Adequacy of Technical Proposal

In evaluating the Technical Parts of each Bid, the Authority shall use the criteria and methodologies listed in the Instructions to Bidders and Section III, Evaluation and Qualification Criteria. If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected, and Financial Part of that Bid shall not be opened.

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical & financial capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V, Authority's Requirements

##### 2. Qualification

- 2.1 All Bidders shall include the following information and documents with their Bids:
  - a. copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
  - b. total monetary value of Services performed for each of the last seven years;
  - c. Experience in Services of a similar nature and size for each of the last seven years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.
  - d. list of major items of equipment proposed to carry out the Contract;
  - e. qualifications and experience of key site management and technical personnel proposed for the Contract;
  - f. reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;

- g. the annual Financial Turnover for each of the last three financial years (FY 2019-20, 2020-21 and 2021-22) & Net Worth for each of the last five financial years (FY 2017- 18, 2018-19, 2019-20, 2020-21 and 2021-22);
- h. authorisation to the Authority to seek references from the Bidder's bankers;
- i. information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- j. Undertaking in the form of Affidavit to obtain Trading License from KHADC if the bid is accepted;
- k. Proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

[The qualification and experience of each identified subcontractor in the relevant field should be annexed.]

- 2.2 Bids submitted by a joint venture of two firms as members shall comply with the following requirements, unless otherwise stated below:
  - a. the Bid shall include all the information listed above for each joint venture member;
  - b. the Bid shall be signed so as to be legally binding on all members;
  - c. the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (d) below; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement; All members of JV should have active participation in providing services during the currency of the contract, and the division of assignments to each member should not be varied/modified subsequently without prior approval of the Authority;
  - d. one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members;
  - e. the execution of the entire Contract, including payment, shall be done exclusively with the member in charge; and
  - f. The joint venture agreement should be registered in the place\* ..... so as to be legally valid and binding on members.

[\* Fill in the name of the city where contract agreement is to be signed]

**2.3 Minimum Qualification Requirement - Technical**

1 (One) legacy waste management project of **50%** of the total defined legacy waste to be remediated  
 or 2 (Two) legacy waste management projects of **40%** of the total defined legacy waste to be

remediated

A consistent history of litigation or arbitration awards against the Applicant or any member of a Joint Venture may result in disqualification.

2.4 though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: -

- made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirement;
- record of poor performance such as abandoning the works or services, not properly completed or financial failures etc.;
- consistent history of litigation or arbitration awards against the bidder or any member of the joint venture.

2.5 **Minimum Qualification Requirement – Financial**

- a. Net worth – positive in any three years out of preceding 5 years
- b. the annual average financial turnover should be at least 3 Crores
- c. Start-ups and MSME may be exempted with both technical and financial experience, provided they are bidding with an experienced lead partner meeting the qualification and the lead partner is jointly and severely responsible for contract implementation.

2.6 QCBS Method

The bids conforming to the minimum technical qualifications, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Rejection Criteria will be considered for further evaluation as given below:

- a. To demonstrate experience against criteria specified above, bidder must submit relevant documents as per conditions stipulated in bid. The Bids meeting the criteria shall be called ‘Qualified Bids’.
- b. ‘Qualified Bids’ meeting the minimum qualification requirement – technical & financial, terms and conditions stipulated in the bidding document and considered to be responsive after subjecting to Bid Evaluation Criteria shall be considered.
- c. Qualified Bids shall be evaluated in terms of ‘Quality’. Evaluation of Qualified Bids will be carried out as per table below Evaluation (Scored on a total 100 marks)
- d. Based on this Evaluation, the Financial Part be opened.
- e. From the top Qualified Bids, the Selection will be based on QCBS Method (30% Technical+ 70% Financial) for deciding the Successful Bidder

#	DESCRIPTION OF PARAMETERS	Marks	Max. Marks (100)
1.	Financial Capability - Bidder's average annual turnover in the		

	<b>last three financial years</b>		<b>20</b>
i.	Between 3 – 5 Cr.	10	
ii.	Between 5.0 – 7.5 Cr	15	
iii.	More than 7.5 Cr	20	
	<b>Note: Estimated Project Cost may be assumed at INR 550/MT Ton * estimated legacy waste quantity to be remediated</b>		
<b>2.</b>	<b>Financial Capability – Average Net Worth in last five financial years</b>		
i.	Up to .75 Crores	5	<b>10</b>
ii.	Between 0.75 –3.75 Crores	7.5	
iii.	More than 3.75 Crores	10	
<b>3.</b>	<b>Technical Capabilities: Number of Similar projects the Bidder has completed or currently operating (6 Months operation period prior to bid due date)</b>		
i.	For every eligible Legacy Waste Project in North-East Region	10 marks each	<b>50</b>
ii.	For every eligible Legacy Waste Project in India (non – North East Region)	5 marks each	
iii.	For every eligible Waste Processing/Treatment Project	3 marks each	
<b>Note:</b>			
<ol style="list-style-type: none"> <li>1. All eligible projects should be in the last seven years.</li> <li>2. A maximum of 50-mark scan be claimed.</li> <li>3. A maximum of 10 projects can be claimed cumulatively for 3.i, 3.ii, 3.iii.</li> <li>4. Eligible Projects: <ul style="list-style-type: none"> <li>• The Eligible Legacy Work Project means at least <b>0.5 Lakh MT</b> to be remediated</li> <li>• Eligible Waste Processing/Treatment Project means where design capacity in the project is at least <b>32 Tones</b> in the ULB.</li> </ul> </li> </ol>			
<b>4.</b>	<b><u>Approach and Methodology</u></b>		
a.	<u>Technology and Process focused on 100% land recovery and necessary environment mitigation measures</u>	10	<b>20</b>
b.	<u>Disposal/Utilization Plan for Materials recovered from the dumpsite</u>	5	
c.	<u>Work Schedule and timelines</u>	5	

## FINANCIAL PART

### Evaluation (ITB 32.1(d))

In addition to the criteria listed in ITB 32.1 (a) to (c) the following criteria shall apply:

- a. The Bidder shall quote the quoted price must include the price for remediating legacy waste on per ton basis (“Bid Price”) in the Letter of Bid- Financial Part but excluding GST, which shall be quoted separately in the Price Bid format.
- b. Price Bids shall be evaluated taking into account the Price quoted for all services including applicable GST (CGST & SGST/ UTGST or IGST).

## Section IV – Bidding Forms

### Letter of Bid – Technical Part

Last Date of this Bid submission: [9<sup>th</sup> February 2024 of Bid submission] RFP No.: [insert number of RFP process]

To: Direct, Urban Affairs

- a. **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 7;
- b. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 2;
- c. **Conformity:** We offer to provide the Legacy Waste Remediation Services in conformity with the bidding document for the following: [insert a brief description of the Legacy Waste Remediation Services];
- d. **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 16.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 20.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- e. **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- f. **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 2.3.
- g. **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution];
- h. **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- i. **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid, or any other Bid that you may receive;

- j. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- k. We accept the appointment of [insert name proposed in Bid Data Sheet] as the Adjudicator.

[or]

We do not accept the appoint of [insert name proposed in Bid Data Sheet] as the Adjudicator and propose instead that [insert name] be appointed as Adjudicator whose daily fees and biographical data are attached; and

- l. If awarded the contract, the person named below shall act as Service Provider's Representative:

**Name of the Bidder:** \*[insert complete name of person signing the Bid]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\*[insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] day of [insert month], [insert year]

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\***: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.**

## A. Bidder Information Form

Date: [insert date (as day, month, and year) of Bid submission] RFP No.: [insert number of Bidding process]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name [insert Bidder's legal name]
2. In case of JV, legal name of each member :[insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]

7. Attached are copies of original documents of [check the box(es) of the attached original documents]

- Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
- In the case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 2.1.
- In case of state-owned enterprise or institution, in accordance with ITB 2.4 documents establishing:
  - Legal and financial autonomy
  - Operation under commercial law
  - Establishing that the Bidder is not under the supervision of the agency of the Authority.

8. Included are the organizational chart, and a list of Board of Directors

## B. Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date: [insert date (as day, month, and year) of Bid submission] RFP No.: [insert number of Bidding process]

Page \_\_\_\_\_ of pages

1. Bidder's Name: [insert Bidder's legal name]
2. Bidder's JV Member's name: [insert JV's Member legal name]
3. Bidder's JV Member's country of registration: [insert JV's Member country of registration]
4. Bidder's JV Member's year of registration: [insert JV's Member year of registration]
5. Bidder's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]

6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]*  
 Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]*  
 Email Address: *[insert email address of JV's Member authorized representative]*

7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*

- Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.
- In the case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Authority, in accordance with ITB 2.4.

8. Included are the organizational chart and a list of the Board of Directors.

### C. Form for Financial Qualification

a) Turnover in last three financial years

Financial Year	Annual Turnover (in INR)
20xx – 20xx	
20xx – 20xx	
20xx – 20xx	
Average Turnover	

b) Net Worth in last five financial years:

Financial Year	Net worth (in INR)
20xx – 20xx	

Note:

1. The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
2. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. Failure to do so would result in the Proposal being considered as non-responsive. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall give an undertaking, to this effect and the statutory auditor shall certify the same. In such case, the applicant shall provide the audited annual reports for five years preceding the year for which the audited annual report is not being provided.
3. A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Pre-Qualification

## D. Qualification Information

### Form 1: Format for summary of Technical Qualification

#### A. Summary Table

Name of Applicant/Member of Consortium/JV (in case of Consortium/JV) Claiming the Project Experience: .....							
S. No.	Brief project description	Project Award Date (Only those Project(S) awarded in preceding 5 FY from due date of bidding shall be considered)	Project completion date/ Expected completion date	Project cost in INR (Cr)	Project capacity (in MT per day) (A)	Claiming Entity's share in the project (%) (B)	Effective handled capacity AXB © (in MT per day)

B. Average Project Capacity (As per column 'C') of eligible projects handled (as mentioned in summary table above is (in MT per day)

1. The details of each of the works mentioned in the above table must be provided separately in Form 2.
2. Use a separate sheet for each member in case of a Consortium/JV.
3. Provide attested copies of Work Orders and /or Completion Certificates for each project. work orders/ testimonials will be verified if required.
4. Each certificate of experience will be duly signed/confirmed by a representative of the client (to be of at least Executive Engineer Rank)

## Form 2: Details of Projects eligible for Technical Qualification

(Provide Details for Only those Projects listed in Form 1, use a separate sheet for each project)

Name of Applicant/ Member of Consortium/ JV( In case of Consortium/ JV) Claiming the Project Experience:	
1.	Name of Project
2.	Location of Project
3.	Name of the client
4.	Client's Address & Telephone Number Fax Number and email ID of contact person
5.	Project Cost (in INR crores)
6.	Nature of works and specific features relevant to this project. (Details pertinent to the Technical Criteria of this RFP shall be submitted)
7.	Contract role (check one) <ul style="list-style-type: none"> <li>● Sole Bidder</li> <li>● Consortium/JV</li> </ul>
8.	a.) Project Capacity:  b.) Your Company's share in the Project (%):
9.	Date of Award
10.	Contract Duration: ___ Years ___ Months
11.	Date of Completion Or For Ongoing Project % of completion. The completed Project quantity must meet the technical requirements.
12.	Whether completed in specified duration, If no, reason for delay
13.	Specified requirements
14.	Name and professional qualifications of applicant's Engineer-in-Charge of the work
15.	Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed? (Yes or No).  If yes, give amount and explanation

### **Form 3: Format for Submitting Approach & Methodology Site Development Plan**

1. Details of methods and processes to stabilize the open dumpsite (including description of the process along with intervention used for control of foul odour and other such eco-friendly and non-polluting processes for minimizing the impact of the bio-mining activity in the adjacent areas of the dumpsite)
2. Process plan and description of the activities for Per Day Capacity (TPD) for remediation
3. Process layout and description of the activities with the help of appropriate drawings, general arrangement of machineries, etc. (as per Form 4)
4. Indicate number, type, and capacity of equipment's/machinery to be deployed for the purpose of excavation, segregating, sorting, retrieving recoverable materials, storing, baling, packing, selling and provide the basis for deciding the number. This should include equipment with ownership and rented options.
5. Disposal strategy for SCF/ RDF fractions, Good Earth, Inert/ C&D Material, and other by-products/ fractions.
6. Format for providing Environment, Health, and Safety Management Plan (Plan for Mitigation of Pollution during Project Execution work, Measures to manage hazardous waste if any during the project execution, Plan for Health, and safety in and around the workplace to be followed during project execution, Emergency preparedness plan, Measures for Fire safety, Measures for Health and safety of workers, Measures for ensuring compliances to environmental parameters)
7. Time period estimated for the activity – Detailed Plan of Action/ Work Plan to be provided by the Bidder, indication fortnightly milestones for each activity, as per the scope of work.
8. Details related to provision for safe leachate collection, storage, reuse and recirculation and treatment at the site or safe disposal for treatment outside of site.
9. Details regarding the process of bio-capping (applicable in case of partial bioremediation only)
10. Operation and Maintenance Manual – For processing of legacy waste and O&M of bio-capping (if applicable)
11. Monitoring & Evaluation Plan
12. Organization & Staffing Plan – No. of resources required.
13. Curriculum vitae of the resources in the Format Provided (Form 5)

All the above should be suitably supported with the engineering drawings, pert charts, Gantt Charts (Wherever applicable), fuel/power requirement and explanation of estimated time schedule.

#### **Declaration:**

The process listed above will be used to carry out the operations. Changes in the process, if any, are only allowed after getting written permission (email/ fax/ letter) from the Authority.

**Form 4: Details of Key Personnel to be deployed for the Project (Only for Project Head & Project Manager Level)**

Name of Bidder  Company/ Consortium/ JV members' company  (in case of Consortium/JV):			
Proposed Position			
Key Personnel Information	1. Name 2. Date of Birth 3. Contact Number 4. Professional Qualification 5. Current Designation 6. Years with Present Employer		
Experience Summary Relevant to this Project			
Professional Experience over the last 10 Years (in chronological order)	From	To	Company/Project/Position/Relevant Technical and Management experience

**Note:** Required only for the Project Head and Project Manager

## E. Form of Bid Security (Bid Bond)/ Demand Draft (DD)

BOND NO \_\_\_\_\_

BY THIS BOND [*name of Bidder*] as Principal (hereinafter called “the Principal”), and [*name, legal title, and address of surety*], **authorized to transact business in** [*name of country of Authority*], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [*name of Authority*] as Obligated (hereinafter called “the Authority”) in the sum of [*amount of Bond*]<sup>2</sup>[*amount in words*], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Authority dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, for the supply of [*name of Contract*] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Authority prior to the expiry date of the Bid validity or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Authority’s bidding document.

Then the Surety undertakes to immediately pay to the Authority up to the above amount upon receipt of the Authority’s first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_ day of \_\_\_\_\_ 20 .

Principal:

Surety

Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

The amount of the Bond shall be denominated in the currency of the Authority’s Country or the equivalent amount in a freely convertible currency.

## Letter of Bid – Financial Part

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

**Date of this Bid submission:** *[insert date (as day, month, and year) of Bid submission]*

**RFP No.:** *[insert number of RFP process]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative]*

**To:** *[insert complete name of Authority]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part In submitting our Financial Part, we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 16.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 20.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Bid Price:** The total price of our Bid is: *[Insert one of the options below as appropriate]*

**Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing] day of [insert month], [insert year]*

**\***: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**\*\***: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

**Format of Financial Bid –payments are based on INR/ MT, as per payment option in Appendix B, Section VII]**

Name of Work:

I/We do hereby BID to execution of the above work within the time specified at the rate mentioned below in all respects and in accordance with the specifications, designs, drawings, and instructions in writing in all respects in accordance with such conditions as far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ ourselves about the conditions regarding accessibility of site and quarries/ kilns, nature, and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labor etc. required for the satisfactory execution of contract.

S. No.	Head	Rate	Unit (Per Ton/ each)	Qty	Amount (INR)
	(Insert activities to be undertaken)				
	Total	-	-	-	

(Amount in words)

\*Above rates are exclusive of GST and any other applicable taxes

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract as far as applicable, or in default thereof to forfeit and pay to the Commissioner, or his successors in office the sums of money mentioned in the said conditions.

Signature of the bidder

Name of the bidder

## Part II – Authority’s Requirement

## Section V

TFR is mandatory: ULBs/ Authority proposing the Project is mandatorily required to conduct preliminary surveys to assess the waste quantity and characteristics studies. Subsequently, ULB shall not allow dumping of fresh waste into designated area to be remediated. Also, if necessary, the Authority must also identify and allocate an alternative piece of land for dumping of fresh waste and a Sanitary Landfill Site for disposal of residual/ contaminated waste. Thereafter a Technical Survey Report covering all these aspects, including financial implication for the ULBs must be prepared and shared as a part of this section.

OR

DPR is mandatory: ULBs/ Authority proposing the Project is mandatorily required to conduct detailed technical surveys and studies to assess the waste quantity and characteristics. They are also required to undertake assessment of potential market linkages for SCF/ RDF fractions, Inert/ C&D Material fractions and bio-soil and enter into MOUs with as many potential off takers of these fractions.

## Part III – Conditions of Contract and Contract Forms

## Section VI – General Conditions of Contract

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### 1. General Provisions

1.1 Unless the context otherwise requires, the following terms whenever used in this **Definitions** Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Authority and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Authority;
- (d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;
- (g) “Authority” means the party who employs the Service Provider;
- (h) “Authority’s Personnel” means all staff, labor and other employees of the

Authority engaged in fulfilling the Authority's obligations under the Contract; and any other personnel identified as Authority's Personnel, by a notice from the Authority to the Service provider;

- (i) "Foreign Currency" means any currency other than the currency of the country of the Authority;
- (j) "GCC" means these General Conditions of Contract;
- (k) "Government" means the Government of the Authority's Country;
- (l) "Local Currency" means the currency of the country of the Authority;
- (m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SCC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Authority under this Contract;
- (n) "Party" means the Authority or the Service Provider, as the case may be, and "Parties" means both of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Authority;
- (q) "Service Provider's Personnel" means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) "Specifications" means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract.
- (t) "Services" means the work to be performed by the Service Provider pursuant to the Contract;
- (u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
- (v) "SCF/ RDF" means non-biodegradable, non-recyclable, non-reusable, nonhazardous solid waste having minimum calorific value exceeding 1500 kcal/kg and excluding chlorinated materials like PVC plastic, woody waste etc.
- (w) "inerts" means wastes which are not bio-degradable, recyclable, or combustible and include debris, construction and demolition wastes, street

sweepings or dust and silt removed from the surface drain.

(x) "Good Earth" means organic matter and fine soil

**1.2 Applicable Law**

The Contract shall be interpreted in accordance with the laws of Union of India.

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in India, when.

a) as a matter of law or official regulations, India prohibits commercial relations with that country; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**1.3 Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Authority may approve.

**1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Authority or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.8 Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under The Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

**2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the SCC**.

## 2.2 Commencement of Services

### 2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Authority for approval a revised Program (revising the Program given along with the Bid) showing the general methods, arrangements, order, and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated

### 2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

### 2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

### 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

#### 2.4.1 Value Engineering

Unless otherwise **specified in the SCC,** the Service Provider may prepare, at its own cost, a valuable engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Authority may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Authority may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Authority; or
- (c) improves the quality, efficiency, safety, or sustainability of the services; or
- (d) yields any other benefits to the Authority,

without compromising the necessary functions of the Services.

If the value engineering proposal is approved by the Authority and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the Authority**

The Authority may terminate this Contract, by not less than thirty

(30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty

(30) days after being notified or within any further period as the Authority may have subsequently approved in writing;

- (b) if the Service Provider become insolvent or bankrupt; or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Authority has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

### **2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- 41.1.1 if the Authority fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- 41.1.2 if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Authority shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.

## **3. Obligations of the Service Provider**

### **3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Authority's country where the Services are executed.

**If required in the SCC**, the Service Provider shall submit to the Authority for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

(a) which may include:

1. the procedures to establish and maintain a safe working environment;
2. the procedures for prevention, preparedness, and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from natural or man-made hazards);
3. the measures to be taken to avoid or minimize the potential for community exposure to water- borne, water-based, water-related, and vector- borne diseases,
4. the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) Any other requirements stated in the Authority's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Subcontractors or third parties.

### **3.2 Conflict of Interests**

#### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

**3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project**

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3 Prohibition of Conflicting Activities**

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider's Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

**3.3 Confidentiality**

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Authority's business or operations without the prior written consent of the Authority.

**3.4 Insurance to be Taken Out by the Service Provider**

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and

(b) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Service Provider's Actions Requiring Authority's Prior Approval**

The Service Provider shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the SCC.

**3.6 Reporting Obligations**

The Service Provider shall submit to the Authority the reports and documents specified in Appendix G in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents Prepared by the Service Provider to Be the Property of the Authority**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Authority, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Authority, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software.

**3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Authority at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Authority may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the work as per agreed Program and order and timing of all Activities, or from any of the Service Provider's other obligations and liabilities under the contract.

**3.8.2 Correction for Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Authority shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the timespecified in the Authority's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be as described in Sub-Clause 7.2

and specified in the SCC.

**3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Authority no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form by a bank acceptable to the Authority, and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

**3.10 Fraud and Corruption**

The Authority requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.

**3.14 Security of the Site**

**Unless stated otherwise in the SCC**, the Service Provider shall be responsible for the security at the locations in the Authority's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

**If required in the SCC**, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Authority's No-objection a security management plan that sets the security arrangements for the locations in the Authority's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Authority's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Authority's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Authority's Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

**3.15 Protection of the Environment**

As applicable, the Service Provider shall take all necessary measures to:

- i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and
- ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's

operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Authority's Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Authority the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Authority.

### **3.16 Cultural Heritage Findings**

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Authority's country where the Services are carried out shall be placed under the care and custody of the Authority.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Authority, to give the Authority the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

## **4. Service Provider's Personnel**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix

C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Authority

### **4.2 Removal and/or Replacement of Personnel**

(a) Except as the Authority may otherwise agree, no changes shall be made to the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) The Authority may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:

- i. persists in any misconduct or lack of care;
- ii. performs duties incompetently or negligently;
- iii. fails to comply with any provision of the Contract;
- iv. persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- v. based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
- vi. has been recruited from the Authority's Personnel;

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Authority to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vi) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out, any Service Provider's Personnel who engages in (i), (ii), (iii), (iv) or (v) above or has been recruited as stated in (vi) above.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **4.3 Service Provider's Personnel**

- i. The Service Provider shall during the whole contract period including period of and Operation & Maintenance strictly follow and act as per the provisions of payment of wages act, The Industrial Dispute Act-1947, all labors/ workers related laws. The Service Provider shall be responsible for service conditions and to pay salary and such allowances to the workers and officers time to time prescribed by competent government authority. Any breach of law related to workmen/Labors the Service Provider shall be responsible to pay and compensate the cost and the amount, Corporation shall not be responsible in any matter related to workmen/officers engaged to carryout work including Operation and Maintenance. The workers, labours, officers etc. engaged by the Service Provider to carry out this work including, and Operation and Maintenance are solely of the Service Provider therefore the client shall not be responsible to pay Service Provider compensation to the workers, labours, officers etc. engaged by the Service Provider to carry out this work including and Operation and Maintenance.
- ii. The contract is inclusive of Operation & Maintenance including manpower therefore Service Provider shall strictly follow all labour laws EPF, ESIC, ID act 1947 and applicable labour laws including labour payment as per minimum labour wages. The Service Provider shall not sublet Operation and maintenance work to any other agency.
- iii. Corporation shall not be responsible in any manner to pay any payment arise out of any legal proceeding or award of court, tribunal etc. under Payment of Wages Act, The Industrial Dispute Act-1947, all labour/ workmen related laws related to the 54 workers, labours, officers etc. engaged by the Service Provider to carry out this work including and Operation and Maintenance. The Service Provider shall be liable to make any payment arising out of any legal proceeding or award of court, tribunal etc.
- iv. The workers, labours, officers etc. engaged by the Service Provider to carry out this work including, and Operation and Maintenance are solely of the Service Provider therefore they all shall not considered as regular Authority of Corporation and no claim in this regard lies against Corporation by any of the workers, labours, officers etc. engaged by the Service Provider to carry out this work including and Operation and Maintenance
- v. The workers, labours, officers etc. engaged by the Service Provider to

carry out this work including, and Operation and Maintenance are solely of the Service Provider therefore they shall not entitle to get any Identity Card from Corporation.

- vi. The Service Provider shall take cognizance of Child Labor Act and take precaution not to deploy Child Labor
- vii. Amendment to any law mentioned above shall be applicable to this contract.

## **5. Obligations of the Authority**

### **5.1 Assistance and Exemptions**

Authority shall use its best efforts where legally warranted to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

### **5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses

6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

The Authority shall make available to the Service Provider the Services and Facilities listed under Appendix G.

## **6 Payments to the Service Provider**

### **6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

### **6.2 Contract Price**

The price is payable in Indian National Rupees (INR) as set forth in the SCC.

**6.3 Payment for Additional Services and Performance Incentive Compensation**

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 If the SCC so specify, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

**6.4 Terms and Conditions of Payment**

Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Authority specifying the amount due.

**6.5 Interest on Delayed Payments**

If the Authority has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

**6.6 Price Adjustment**

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## **6.7 Dayworks**

- 6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Authority has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Authority. Each completed form shall be verified and signed by the Authority representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## **7 Quality Control**

### **7.1 Identifying Defects**

- 7.1.1 The Authority shall check the Service Provider's performance and notify him of any Defects that are found specifying a time by which these should be corrected. Such checking shall not affect the Service Provider's responsibilities. The Authority may instruct the Service Provider to search for a Defect and to uncover and test any service that the Authority considers may have a Defect.
- 7.1.2 The Service Provider shall permit the Authority's Technical auditor to check the Service provider's work and notify the Authority and Service provider of any defects that are found. Such a check shall not affect the Service Provider's or the Authority's responsibility as defined in the Contract Agreement.

### **7.2 Correction of Defects, and Lack of Performance Penalty**

- (a) The Authority shall give notice to the Service Provider of any Defects before the end of the Contract
- (b) Every time a Defect notice is given, the Service Provider shall correct the notified Defect within the length of time specified by the Authority's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Authority's notice, the Authority will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## **7.6 Settlement of Disputes**

### **8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

## 8.2 Dispute Settlement

- 8.2.1 If any dispute arises between the Authority and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid at the per day rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Authority and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 8.2.4** Unless otherwise agreed by both the Authority and the Service Provider, the arbitration shall be conducted in accordance with arbitration procedure published by the institution named and, in the place, **shown in the SCC**.

The Arbitrator shall give a decision in writing within 120 days of start of the proceedings except otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator and either party is dissatisfied with the decision given by the Adjudicator.

- 8.2.5 (a) The Adjudicator shall be appointed jointly by the Authority and the Service Provider, at the time of the Authority's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Authority does not agree to the appointment of the Adjudicator, the Authority will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- (b) Should the Adjudicator resign or die, or should the Authority and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Authority and the Service Provider. In case of disagreement between the Authority and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Section VII – Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(d)	The Contract name is _____.
1.1(g)	The Authority is _____
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Authority: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Authority: _____</p> <p>For the Service Provider: _____</p>

2.1	<p>The date on which this Contract shall come into effect is ____ _.</p> <p><b>[Note:</b> The date may be specified by reference to conditions of effectiveness of the Contract, such as receipt by Authority of bank guarantee (see Sub- Clause 6.4), etc.]</p>
2.2.2	The Starting Date for the commencement of Services is ____ _.
2.3	The Intended Completion Date is ____ _.
<b>Number of GCC Clause</b>	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.4.1	Provisions related to Value Engineering do not apply.
3.1	[State: “health and safety manual is/is not required” and delete the option that is not applicable.]
3.2.3	<p>Activities prohibited after termination of this Contract are: ____</p> <p>-----</p>
3.5(d)	<p>[Note: Delete where not applicable].</p> <p>The other actions are .]</p>
3.8.1	<p>The maximum number of liquidated damages for the whole contract is [10] percent of the final Contract Price.</p> <p>The Authority will deduct the liquidated damages from payments due to the Service Provider in accordance with Part A, Appendix F. If the cumulative liquidated damage amount exceeds the maximum amount of liquidated damages mentioned above, the Authority may:</p> <ol style="list-style-type: none"> <li>i. Terminate the contract agreement and forfeit the Performance Security.</li> <li>ii. Retain the Service Provider by depositing the amount equivalent to such liquidity damage. However, the retention of the Service Provider on such ground shall not free him from his liabilities for completion of the work or any future imposition of liquidity damages.</li> </ol> <p>The decision of the Authority in this regard shall be final and binding upon both the parties.</p>
3.8.3	The penalty will be in accordance with Appendix D
5.1	The assistance and exemptions provided to the Service Provider shall be as per point 2, Appendix E
6.2	The price shall be as per Appendix B, Section VII
6.3.2	The performance incentive paid to the Service Provider shall be in

	accordance with Appendix D
6.4	The rates quoted by the Service Provider shall be deemed to be inclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The Authority will perform such duties in regard to the deduction of such taxes at source (TDS) as per applicable law.
<b>Number of GCC Clause</b>	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Payments shall be in accordance with Appendix B, Section VII
6.5	No interest will be paid for delayed payment
6.6.1	Price adjustment is not applicable
8.2.3	<p>The agreed Adjudicator is _____ (insert name before signing contract).</p> <p>Daily rate and types of reimbursable expenses to be paid to the Adjudicator: [insert daily fees [not less than Rs.10,000 per day] and reimbursable expenses –boarding/lodging/travel etc.].</p>
8.2.4	<p>The procedure for ad-hoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Authority and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators, one each to be appointed by the Authority and the Service Provider. 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 upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(b) If one of the parties fails to appoint its Arbitrator in pursuance of sub- clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment</p>

	shall be furnished to each of the parties.
<b>Number of GCC Clause</b>	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(c) Arbitration proceedings shall be held at _____, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(f) The Arbitrator should give final award within..... days of starting of the proceedings [indicate the days (Between 120-180) by which arbitrator should give award].</p> <p>(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Authority shall not be withheld unless they are the subject matter of the arbitration proceedings.</p> <p>* Choose one alternative. Insert any other appropriate institution depending on the type of Services.</p> <p>Alternatively</p> <p>[Apart from the ad-hoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. The following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other cause related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to ‘Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration’ by the specific institution that is sought to be engaged e.g. The International Centre for</p>

	Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration
<b>Number of GCC Clause</b>	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council for National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]</p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at _____, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". [ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].</p>
<b>8.2.5 (a) and (c)</b>	<p>The designated Appointing Authority for a new Adjudicator is</p> <p>_____</p> <p>[Note: if ITB 42 provides for an Adjudicator from list provided by an Institution, insert the name of the same institution as the appointing authority]</p>

## Appendices

### Appendix A – Scope of work for Legacy Waste Remediation Services

The broad scope of work for Service Provider will include the following:

1. Planning and Design
2. Establishment of the processing facility
3. Operations - Processing of legacy waste
4. Monitoring of the legacy waste management process
5. Project Closure

The section below outlines the key roles and responsibilities of private Service Provider / developer across various stages of project development.

#### 1. Planning and Design

##### A. Planning and design of the facility:

- a) The Bidder shall be responsible for the design and planning of the works, including process/ technology for remediation of legacy waste.
  - Validation of the DPR/ TFR shared by the authority.
    - Preparation of DPR/ TFR in case of legacy waste less than 3 Lac MT (including baseline topographic/ drone surveys to capture the exact waste quantity to be remediated)
- b) The Bidder shall submit the detailed project implementation schedule with anticipated timelines for all the works to ULB for approval, along with a detailed plan of action.
- c) The Bidder shall incorporate fully online/ computerized electronic automatic system in the design with latest technologies for surveillance and stage wise monitoring for the entire process using appropriate M&E tools. (Optional) at its own cost.

##### B. Obtaining clearances from Statutory bodies:

- a) The bidder shall obtain all required clearances from all statutory authorities as specified in the contract at his own cost.
- b) The list of tentative permits/ approvals required are provided as part of Annexure 1.
- c) The Authority shall facilitate and support the bidder in obtaining the project related approvals and clearances from various relevant authorities.

#### 2. Establishment of the processing facility

- a) The bidder shall set up the processes at the site with all the machinery required for bio remediation, processing, and disposal of legacy waste.
- b) The work should be undertaken as per CPCB/ state PCB rules, SWM Rules 2016, and all other applicable rules and regulations, amended from time to time and all other applicable rules

& regulations at the cost of the Bidder. Please refer to Annexure -1 for required approvals and environmental clearances. Please refer to section 4(k) for a detailed list of environmental compliances to be followed by the service provider.

- c) Deployment of necessary manpower, materials, equipment, tools and construction of plants and sheds and creation of facilities for handling, separating, segregating, storing, and weighing facilities for the operation of the plant and using only covered body vehicles for the transportation of materials taken out not limited to trolley of required sieve, shredder, screener, hopper, conveyors, and any other equipment as required with adequate capacity of motors.
- d) Construction of office room facilities for the Project
- e) Sufficient machinery / equipment to clear the dumpsite as per the timelines mentioned in this tender document.
- f) Security arrangement for the planned project site, machinery, equipment etc.
- g) The equipment to be used by the Service Provider are provided as a part of Annexure 2

### **3. Operations - Processing of legacy waste**

- a) Operations and maintenance of infrastructure, facilities, and amenities, for sieving the excavated old, dumped waste and storing the segregated materials before selling/taking out them from the project site.
- b) The work should be undertaken as per CPCB/ state PCB rules, SWM Rules 2016, and all other applicable rules and regulations, amended from time to time and all other applicable rules & regulations at the cost of the Bidder.
- c) Key activities to be performed by the bidder/as suitable for the site are given below [to be customized based on the TFR/DPR prepared]:
  1. Stabilize open dumpsite: The bidder should use methods and processes to stabilize the open dumpsite, control of foul odour and other such eco-friendly and non-polluting processes for minimizing the impact of the bio-mining activity in the adjacent areas of the dumpsite. The processes may include but not be limited to the following:
    - Loosening Legacy Waste: Engaging chain-dozer/ excavator and loosening the legacy waste.
    - Spraying the bio-culture over the loosened partially degraded old dumped waste and to stabilize the same.
    - Spraying deodorizer over the waste as required to control odour.
    - Windrow making of partially degraded wastes for stabilization.
    - Remediation/Drying of old waste before processing: The old, dumped waste shall be remediated, dried before entering the processing or segregation facility. This dried waste weight entering the segregation facility shall be considered for the payment to the Service Provider
  2. Transportation and processing of dry/stabilized legacy waste to processing facility:
    - Shifting and loading of the old, dumped waste into the processing unit and segregating the materials size wise and type wise by engaging the workforce on both sides of conveyors with proper safety precautions.
    - Processing the old, dumping waste on an everyday basis and segregating the recyclable materials and the enriched soil, debris like stone etc. Shredding of the remaining non saleable SCF/ RDF material with plastic etc. and converting them into SCF/ RDF.

3. Transport Segregated output/by-products for disposal: The bidder has to transport the segregated output to the identified vendors at its own cost.
4. Disposal of by-products/segregated fractions:
  - The disposal linkages for the segregated fraction will be identified jointly by the Authority and the Service Provider as outlined in Annexure 3. The process and timelines for the same should be identified in the Work Plan prepared by the Service Provider and agreed with the Authority. Both parties identify the stakeholders for the below mentioned fractions/ by-products. Respective parties MoUs/ agreements with respect to each waste fractions:
    - i. SCF/ RDF: Cement plants, power plants, boilers and other establishments interested in accepting SCF/ RDF from the facility.
    - ii. (Please refer to CPCB guidelines on usage of refuse derived fuel in various industries for detailed characteristics)
    - iii. Inert/ C&D Material: NHAI, PWD and other road, building construction establishments interested in accepting Inert/ C&D Material from the facility.
    - iv. Good Earth: Horticulture department, forest department and other establishments interested in accepting bio-soil from the facility.
    - v. Hazardous/ Bio-Medical Waste: nearest disposal facility available which can accept the hazardous waste generated during the remediation process. The payment towards its handling and disposal shall be made by the contractor.
    - vi. Any other by-products identified during the project execution. For example, recyclables, reusables, etc.
    - vii. In the absence of appropriate linkages for disposal, provide a designated site for Service Provider to dispose of waste.
  - Accumulation of the excavated materials shall be based upon the site conditions. Safe storage, selling, diverting for recycling, marketing of excavated fractions be the responsibility of the bidder.
  - The Service Provider can engage informal sector for segregation and further selling of the recovered waste to the agents/ aggregators/ recyclables as appropriate.
  - The rubble or stones bigger in size (size bigger than 250 mm) shall not be carried for processing; it shall be stacked separately at dumping site. These shall be disposed of at a designated site identified by the Authority.
5. Leachate Treatment: Setting up of provision for safe leachate collection, storage, reuse and recirculation and treatment at the site or safe disposal for treatment outside of site.
6. Facility to control gas emissions: The Bidder shall provide facility to control the gas emission if any as per Solid Waste Management Rules, 2016 and other statutory guidelines of the Government.
7. Payment for fleet management: The Bidder shall be responsible for the payment to fleet management to dispose of the material recovered from the old, dumped waste.
8. Disposal of other waste types: Other wastes like Hazardous Waste, E-Waste; Bio-medical Waste and Construction & Demolition Waste shall be managed by the Bidder as per the guidelines under the relevant rules & regulations as amended from time to time.
9. Bio-capping of waste on site (applicable in case of partial bioremediation only)

10. With approval of Competent authority, Bio-capping on-site for max [20%] of legacy waste (Applicable for partial remediation projects only). This would be undertaken through separate RFP/tenders. Scientific disposal/capping of residual Solid Waste, Inert/ C&D Material waste shall be carried out as per SWM Rules 2016, SWM CPHEEO Manual 2016, with approval from competent authority, and as per the instructions of the Engineer in- charge within thirty days of segregation at the cost of the Contractor, without accumulation in the storage facility at the site beyond [30 (thirty)] days. A separate tender/ RFP shall be developed for partial capping of project. An outline of the task to be carried out for capping is listed as follows:
- To cut and shift waste wherever required within identified area as per drawings submitted by the operator and approved by the Authority to ensure stability of the site and the surroundings.
  - To dispose the cut waste, fill site undulations and provide a slope of a minimum of 1:2.5 (1Vertical: 2.5 Horizontal), or as per desired site conditions whichever is technically viable with respect to slope stability.
  - To compact waste in the entire area as specified under the CPHEEO Manual and SWM Rules, 2016 or amendments thereof.
  - To take special care of openings / leakages and low-lying areas where there are chances of leachate outflow by plugging with suitable measures.
  - The landfill area should be identified outside the Costal Regulation Zone (hereinafter will be termed as 'CRZ') and outside the land leased to Authority for setting up of integrated waste treatment plant.
  - The landfill site must be investigated by the bidder before the submission of bid and should be designed according to SWM Rules, 2016
  - To design cover system as per SWM Rules, 2016.
  - To provide leachate collection system and landfill gas management system as per SWM Rules,2016/ CPEEHO compliance 2016.
  - To provide storm water drainage facility inside the capped area.
11. The dumpsite is to be closed by placement of a top cover which consists of the following:
- Supply & installation of Geo-synthetic clay liner as per given specifications, complete to form an impervious barrier.
  - Supply & installation of 1.5mm Thick HDPE Smooth Geo- membrane Liner as per given specifications, complete to form an impervious barrier as shown in drawings.
  - Supply & install Geo-synthetic drainage nets (Geo-nets) of appropriate specification and make, laying anchoring in trench, overlapping, testing complete as given in General Specification and as shown in the drawings. Geo-nets must be anchored within anchor trench including related anchoring work etc. complete. Rate to include the necessary lap at joints, wastage, testing, etc. complete. Measurements will be made as per finished area. Geonet in the anchor trench will be taken in measurement.
  - Supply & installation of Non-woven Geo textile (GT) of appropriate specification and make, as per details given in Specifications, spreading on the sand layer or Geo-membrane as per the directions given by the Engineering-charge, without damaging the Geo textile or Geo-membrane. The Geo textile must be placed along

the slope from top to bottom with an overlap of minimum 100mm. It should be stitched with HDPE thread. Geo textile must be anchored within anchor trench including excavation of trench and backfilling, compaction complete, at top and bottom portion. Rate to include the necessary lap for jointing, stitching, wastage complete. Measurements will be made as per finished surface area. Geo textile in the anchor trench will be taken in measurement.

- Drilling 500mm Dia bore for the Gas well including required machinery, tripod and related all machinery with all lead and lifts. Disposing bored material
  - Vegetative soil layer: The top layer should be 60 cm thick vegetative soil laid on well gravel.
  - Surface and Peripheral drain
  - Access steps
12. Dumping of fresh waste on site: The Authority shall stop dumping of fresh waste on site.

#### **4. Monitoring of the legacy waste management process**

- (a) Weighing of the waste managed by the Service Provider: The Service Provider shall weight the dry waste to be processed and the segregated by-products at the following stages during the process:
- i. Dry/ stabilized legacy waste entering the processing facility, excluding stones/ boulders/ other material 250mm and above.
  - ii. Weight of the by-products as an output of the processing facility; and
  - iii. Weight of the by-products being transported for disposal.
- (b) Setting up of a weighbridge of required capacity or any other suitable system for weighing as approved by Authority for the measurement at all stages.
1. This weighing system shall be fully online electronic, tamperproof, automatic system equipped with the latest technology along with backup server facility. Data of the weighing system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by the ULB.
  2. It shall be operated in CCTV surveillance with data storage for the entire contract period. For CCTV surveillance High-Definition IP based cameras in adequate numbers (as directed by ULB) shall be provided by the Bidder.
  3. The bidder shall install the CCTV at all the required locations to be identified by the Authority so as to have the surveillance or to be monitored each and every process of the plant.
  4. CCTV Recordings of operation of weighing system shall be provided as and when required by ULB officials and competent authorities.
  5. Any malfunctioning in the operation of the weighing system shall be the responsibility of the Bidder
  6. In case of any malfunction/technical problem in the functioning of the weighing system, the same shall be rectified by the Bidder within a period of 24 hrs. During this period of failure, weighing of dumped waste shall be carried out at a private weighbridge located outside which shall be approved by ULB at the Bidder's cost and no additional charges shall be paid by ULB.

7. No data in the weighing system should be manually filled and it should be fully automated. RFID tag shall be installed on each truck and dumper carrying the waste. The complete weighing system shall be fully automated.
- (c) System in which all the vehicles are deployed with GPS tags and Vehicle Tracking Management System (VTMS) to detect tempering, track, and monitor the vehicles and hence efficiently plan the routing and resources for transportation system.
- (d) Setting up of systems for periodical monitoring of the KPIs as detailed in Appendix D.
- (e) The Authority shall appoint a third-party monitoring agency for monitoring of the work progress and performance parameters as per the M&E Framework developed for the project.
- (f) Perform periodic monitoring of progress of work monthly/ quarterly in three phases, as per the M&E Framework for the project:
- Phase I: Design and Build
  - Phase II: Operation & Maintenance
  - Phase III: Closure
- (g) Adherence to Health and Safety Standards: The Bidder shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
- (h) Environmental, Health, and Safety Measures:
- a. Create all facilities and make arrangements for controlling the emission, pollution and contamination of the environment including but not limited to control of dust, odour, air quality, water quality and noise pollution.
  - b. The Service Provider shall, at all times, ensure that all aspects of the Project Facilities and processes Authority in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as MSW Rules, policies and guidelines related thereto.
  - c. The Service Provider shall be responsible for the setting up of project facilities including its operation and maintenance as per the applicable laws, regulations; guidelines etc. and ensure that there is no damage to the environment due the development and operation of the facilities
  - d. The Service Provider shall be liable to meet any expenses / compensation to be paid due to pollution / environmental damage or remediation caused by such activities.
  - e. Service Provider has to follow the Environmental Standards as mentioned below.
    - Air Quality Monitoring: As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters (Ref. to Annexure 1).
    - Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters (Ref. to Annexure 1).
    - Leachate Treatment – As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters (Ref. to Annexure 1).
    - Odour Monitoring – As per CPCB guidelines “Odour Pollution & Its Control May 2008” or amendments thereafter with respect to baseline site parameters.
    - Water Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.

- Aggregate Disposal- As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters (Ref. to Annexure 1).
- (i) Service Provider may appoint a Professional Consultant/ Company approved by MoEFCC / NABET to set-up systems to achieve these standards.
  - (j) Provide/setup field laboratory with the required laboratory equipment.
    - Every month, third party verification should be done from NABL accredited lab and the reports for the same shall be submitted along with monthly bill/progress report.
    - The Service Provider should bear the charges of the testing.
    - The testing reports factors of processed waste like pH, salinity, conductivity, TDS etc. shall be within permissible limit.
    - The parameters to be tested are attached as Annexure 2 (to be prepared).
  - (k) The Service Provider shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
  - (l) Routine Maintenance Standards:

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

- Prompt repairs of the storage and waste drying places, electrical items, drains, vehicular passages, sieving machineries, lighting, and fencing
- Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the waste processing facility.
- Maintain stock spare parts for the machinery.
- 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.
- Undertaking maintenance works in accordance with the O&M Plan and Operations Protocol.
- 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.
- The monitoring system for air quality standards at the point of outlet should be maintained twice a week and the report should be made available as and when required by Authority or any other regulatory authority.
- No work at night shall be done. Special permission shall be taken beforehand from the appropriate authority if needed.
- All the vehicles to be used by the Service Provider in and outside the plant shall strictly follow the latest emission standard.
- The site shall be made available for inspection at any time as and when felt necessary by the Authorities.
- All the materials to be used for construction/maintenance shall be of ISI mark.
- After completion of the commissioning of the plant, three sets of approved drawing consisting sewer line drawing, water supply line drawing, firefighting arrangement details to be handed over to the Authority.
- Suitable firefighting arrangement shall be made as per prevailing norms and standards laid down by the Govt.
- 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.

(m) Quality Control

- i. Identifying defects: Authority shall check the Service Provider's work and notify the Service Provider of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.
- ii. Rectifying defects Authority may instruct the Service Provider to search for a Defect and to uncover and test any work that the Authority considers may have a Defect.
- iii. Tests: If the Authority instructs the Service Provider to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Service Provider shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.
- iv. Uncorrected defects: If the Service Provider has not corrected a Defect within the time specified by Authority, appropriate penalty has to be paid by the Service Provider.

(n) Emergency Response Plan

- The Service Provider shall develop the Emergency Response Plan "ERP". This shall be a part of the Operations Protocol developed by the Service Provider. The ERP shall set out steps to be taken and measures to be adopted by the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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

## 5. Project Closure

- a) Operations and maintenance (in case of bio-capping of waste on site) for management of leachate and methane gas as provided in the detailed plan of action.
- b) Site clearance:
  - i. The land shall be reclaimed to its original state prior to dumping of waste i.e., all the old, dumped waste must be removed till it reaches the surface of the original land as per the official map/records.
  - ii. The bidder has to clear the site with the proper levelling and sloping in consideration with storm water management in such a way that there should not be any stoppage of water and no storm water should enter the SLF area.
- c) Handing over the reclaimed land to the ULB free from any encumbrances.

### Annexure 1 - List of Approvals and Environmental Clearances – Indicative (For Reference Only)

[ To be updated by the Authority based on TFR. This list must be a part of RFP document and should be communicated to the bidders at the bidding stage]. As per the categorized legacy waste management projects categorization, the following conditions will be applicable:

[Note: These are applicable rules and regulations which Bidder is expected to comply with during the pre- operation, operational and post-operational period. ULBs can determine the applicability of these rules and regulations based on the local context]

Sl.No	Project Period	Applicable Legislation
1	Pre-Operational Period	1. Ambient Environment quality monitoring program and waste quantification and characterization study may be conducted to establish the baseline information.
2	Operational Period	1. Consent to Operate. 2. SWM Rules 2016 3. Plastic Waste Mgt. Rules 2022 4. E-Waste Rules 2016 & applicable amendments. 5. Hazardous waste Rules 2016 6. Motor Vehicle Act provisions related to driving License applicable to operator & vehicle fitness. 7. Provisions to Labour Code 2020 (All) 8. Explosive safety act provisions as per applicable storage of fuel at site.
3	Post-Operational period	1. Post Closure monitoring as per SWM Rules requirements for one year/based upon the minimum time duration suggested by SPCB/CPCB notified requirements in future.

Additionally, depending upon scope of works, following code of practices and IS standards applicable to various operational aspects of project as applicable to equipment, utilities and testing protocols may also be considered for compliance:

#### GENERAL

IS 3786 : 1983	Methods for computation of frequency and severity rates for industrial injuries and classification of industrial accidents.
IS 5182 : Part 1 to 21	Methods for measurement of Air Pollution
IS 8095 : 1976	Specification for Accident Prevention Tags
IS 8990 : 1978	Code of practice for maintenance and care of industrial safety clothing.
IS 9457 : 1980	Safety colors and safety signs
IS 14489 : 1998	Code of practice on occupational safety and health audit.
IS 45001 : 2018	Occupational Health and Safety Management Systems – Specification with Guidance for use
SP 53 : 1992	Hand operated hand tools – Safety code for the use, care, and protection
IS/ISO/IEC : GUIDE51	Guidelines for the inclusion of safety aspects in Standards 1990

### **Machinery / Operations**

IS 7194 : 1994	Assessment of Noise Exposure during work for hearing conservation purpose
IS 8216 : 1976	Guide for inspection of lift wire ropes
IS 8235 : 1976	Guide for safety procedures in hand operated hand tools
IS 9474 : 1980	Specification for principles of mechanical guarding of machinery
IS 10224 : 1982	Ergonomic principles in the design of work systems
IS 11016 : 1984	General safety requirements for machine tools and their operation.
IS 12735 : 1994	Wire rope slings – safety criteria and inspection procedures for use
IS 13367 : 1992 Part 1	Safe use of cranes – code of practice - General
IS 13583 : 1993 Part 1	Cranes – Training of drivers : General

### **Electrical and Electronics**

IS 4691 : 1985	Degrees of protection provided by enclosure for rotating electrical machinery.
IS 5572 : 1994	Classification of hazardous areas (other than mines) having flammable gases and vapour for electrical installation.
IS 7577 : 1986	Specification for Gas testing flame safety lamps

## Transportation

IS 4357 : 1974	Methods for stability testing of forklift trucks
IS 6305 : 1980 Part 1 & 2	Safety code for powered industrial trucks
IS 7155	Code of recommended practice for conveyor
Part 1 to 8	Safety
IS 7862 : 1975	Glossary of terms relating to safety aspects concerning operating areas of industrial trucks.
IS 10311 : 1982	General requirements of powered platform trucks and their acceptance criteria
IS 10312 : 1982	Safety code for powered tow trucks
IS 12009 : 1995	Automotive vehicle – safety requirements for side door of passenger cars – recommendations
IS 12056 : 1987	Recommendations for safety requirements for fuel tank assembly of automotive vehicles.
IS 13944 : 1994	Automotive vehicles – window retention and release systems for buses - safety requirements
IS 14283 : 1995	Automotive vehicles – accelerator control systems - safety requirements
IS 14665 : 2000 Part 1	Electric traction lifts – guidelines for outline dimensions of passenger, goods, service, and hospital lifts.
IS 15139 : 2002	Automotive vehicles – safety belt anchorages – specification
IS 15140 : 2003	Automotive vehicles – safety belt assembly – specification

## Civil Engineering Construction

IS 3764 : 1992	Code of safety for excavation work
IS 4082 : 1996	Recommendations on stacking and storage of construction materials and components at site.
IS 13416 : 1992 Part 1	Recommendations for preventive measures against hazards at workplaces – Falling material hazards prevention

## Chemicals and other hazardous materials

IS 1260 : 1973 Part 1	Pictorial marking for handling and labeling of goods – Dangerous goods
IS 1446 : 2002	Classification of dangerous goods

IS 4015 : 1998	Guide for handling cases of pesticide poisoning
IS 11451 : 1986	Recommendations for safety and health requirements relating to occupational exposure to asbestos
IS 11457 : 1985 Part 1	Code of practice for fire safety of chemical industries : Rubber and plastic

### Fire Protection

IS 2189 : 1999	Selection, installation and maintenance of automatic fire detection and alarm system code of practice
IS 2190 : 1992	Selection, installation, and maintenance of first aid fire extinguishers - code of practice
IS 3016 : 1982	Code of practice for fire precautions in welding and cutting operations
IS 5896 : 1970 Part 1	Code of practice for selection, operation, and maintenance of special firefighting appliance – combined foam and co crash tender
IS 6382 : 1984	Code of practice for design and installation of fixed carbon di oxide fire extinguishing system.

### Personal Protection

#### Body

IS 3521 : 1999	Industrial safety belts and harnesses – Specification
IS 4501 : 1981	Specification for aprons, rubberized, acid and alkali resistant
IS 6153 : 1971	Specification for protective leather clothing
IS 7352 : 1974	Specification for X-ray lead rubber protective aprons
IS 8519 : 1977	Guide for selection of industrial safety equipment for body protection
IS 8990 : 1978	Code of practice for maintenance and care of industrial safety clothing

#### Ears

IS 6229 : 1980	Method for measurement of real ear protection of hearing protectors and physical attenuation of earmuffs
IS 8520 : 1977	Guide for selection of industrial safety equipment for eye, face, and ear protection

IS 9167 : 1979	Specification for ear protectors
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### Eye and Face

IS 1179 : 1967	Equipment for eye and face protection during welding
IS 5983 : 1980	Eye protectors
IS 7524 : 1980 Part 1	Method of test for eye protectors:- Non - optical tests
IS 8521 : 1977 Part 1	Industrial safety face shields – with plastic visor
IS 8521 : 1994 Part 2	Industrial safety face shields – with wire mesh visor
IS 8940 : 1978	Code of practice for maintenance and care of industrial safety equipment for eyes and face protection
IS 9973 : 1981	Specification for visor for scooter helmets
IS 9995 : 1981	Specification for visor for non-metal police and firemen's helmets
IS 14352 : 1996	Miners' safety goggles – Specification

### Feet and Legs

IS 1989 : 1986 Part 1	Specification for leather safety boots and shoes – for miners
IS 1989 : 1986 Part 2	Specification for leather safety boots and shoes – for heavy metal industries
IS 3737 : 1966	Leather safety boots for workers in heavy metal industries
IS 3738 : 1998	Rubber boots – Specification
IS 3976 : 2003	Protective rubber canvas boots for miners – Specification
IS 4128 : 1980	Specification for fireman's leather boots
IS 5557 : 1999	Safety Rubber boots – Specification
IS 5852 : 1996	Protective steel toe caps for footwear – Specification
IS 6519 : 1971	Code of practice for selection, care, and repair of safety footwear
IS 7329 : 1974	Metal last for safety rubber canvas ankle boots
IS 10348 : 1982	Safety footwear for steel plant
IS 10665 : 1982	Safety rubber ankle boots for miners

IS 10667 : 1983	Guide for selection for industrial safety equipment for protection of foot and leg
IS 11225 1985	Leather safety shoes for women workers in mines and steel plants
IS 11226 : 1993	Leather safety footwear having direct moulded rubber sole – Specification
IS 11264 1985	Code of practice for manufacture of safety rubber footwear for miners
IS 13295 : 1992	Code of practice for manufacture of leather safety boots and shoes for workers in mines and heavy metal industry
IS 14544 : 1998	Leather safety footwear with direct moulded PVC soles – Specification
IS 15298 : 2002 Part 2	Safety, protective and occupational footwear for professional use – Specification for safety footwear

### Hands

IS 2573 : 1986	Specification for leather gauntlets and mittens
IS 4770 : 1991	Rubber Gloves – electrical purposes – specification
IS 6994 : 1973 Part 1	Specification for safety gloves – leather and cotton gloves
IS 8807 : 1978	Guide for selection of industrial safety equipment for protection of arms and hands

### Head

IS 2745 : 1983	Specification for non-metal helmet for firemen and civil defence personnel
IS 2925 : 1984	Specification for industrial safety helmets
IS 4151 : 1993	Specification for protective helmets for scooter and motorcycle riders

### Respiratory

IS 8318 : 1977	Colour identification markings for air purifying canisters and cartridges
IS 8347 : 1977	Glossary of terms relating to respiratory protective devices
IS 8522 : 1977	Respirators, chemical cartridge
IS 8523 : 1977	Respirators, canister type (gas masks)

IS 9473 : 2002	Respiratory protective devices – Filtering half masks to protect against particles – specification
IS 9563 : 1980	Carbon monoxide filter self-rescuers
IS 9623 : 1980	Recommendations for the selection, use and maintenance of respiratory protective devices
IS 10245:Part 1 to 46	Breathing apparatus
IS 15322 : 2003	Particle filters used in respiratory protective equipment – Specification
IS 15323 : 2003	Gas filters and combined filters used in respiratory protective equipment – Specification

### Other

IS 5424 : 1969	Specification for rubber mats for electrical purpose
IS 6685 : 1972	Specification for life jackets
IS 10592 : 1982	Specification for industrial emergency showers, eye and face fountains and combination units
IS 11057 : 1984	Specification for industrial safety nets
IS 12078 : 1987	Recommendations for personal protection of workers engaged in handling asbestos

## Annexure 2 – List of Equipment – Indicative (For Reference Only)

The bidders are free to choose the process and technology (equipment) for legacy waste management.

### A. Process

Include a process flow chart and waste flow diagrams for different waste streams along with estimated waste quantities to be disposed on daily and monthly basis, aligned to Annexure 3

### B. Equipment

[To be updated by the Authority based on TFR where available. This list must be a part of RFP document and should be communicated to the bidders at the bidding stage.]

Below are the indicative list/ number of machine/ equipment required based on the quantity of legacy waste:

List of Equipment	Specification and Quantity
Trommels	
Soil Precision Separator	
Air Density Blowers	
Air Suction Machines	
Conveyors	
Shredder	
Ballistic Separator	
Magnetic Separator	



### **Annexure 3 – Responsibility of Disposal for segregated fractions/ by-products - Indicative (For Reference Only)**

The scope of the operator includes 100% disposal of segregated fractions/ by-products. The operator should provide a weekly detailed plan of segregated fractions/ by-products and details of where they are disposing/ utilizing the segregated fractions/ by-products. Arrangements should be made by the Authority for disposal of the balance waste into SLF or Authority must have provisions for the balance waste to be capped on-site

### **Annexure 4 – Responsibility of Disposal for segregated fractions/ by-products - Indicative (For Reference Only)**

Payment may be defined on Per ton basis of excavated and treated waste after stabilization cycle. Days of stabilization cycle needs to be provided. This may be defined for an average period of 30 days and may be changed, depending upon the local environmental conditions. The financial bid should mention one rate, which should be exclusive of GST and other taxes. We will split the payment in ratio of 75%:25% against the waste amount for processing and lower the payment split ratio against submission of proof for disposal of segregated fraction from excavated fraction of waste.

For Certificate of Disposal: Certificate for Disposal of Recyclables/Inerts/Rejects submitted by the Operator has to be verified by Engineer-in-Charge to ensure that authenticity of all the certificates.

### **Appendix B - Schedule of Payments**

#### **Payment Schedule:**

Payment Mechanism for Bio-mining of [*Insert the quantity of waste*] Lacs Tons Legacy waste and suitable disposal of excavated material.

The payment shall be made on per Ton basis after the stabilization of the excavated waste (*days of stabilization to be provided by the ULB based on the local conditions [normally Thirty (30) days]*)

Payment disbursement/milestones for delivering the Services will be as per following mechanism:

Payment calculation for Work (P) (in INR) = (W X R) Were,

W= Arithmetic sum of weight of all material in tons, moving out from the dumpsite or bio- capped on-site (i.e., SCF/ RDF, Good Earth, Recyclables, C&D waste, Inert/ C&D Materials, etc.)

R = Rate per ton, as quoted by the Service Provider

The Service Provider shall submit to the Authority a statement (“the Running Bill”) on completion of every month, but in no case late than 7<sup>th</sup> (Seventh) day of the succeeding month or in case the 7<sup>th</sup> (Seventh) day is a holiday then on the following working day of such month. The statement should include the following details:

- i. Quantity of Work Completed (in terms of material sent out from the dumpsite) at site including photographic evidence of the same.
- ii. Certificate from the Engineer-in-Charge certifying the work done and milestone achieved, as per the detailed plan of action/ work plan.

- iii. The documents furnishing the proof of disposal/ utilization (with date, quantity, other details) at the suitable location for the end product (Inert/ C&D Material, SCF/ RDF, others if any). Utilization certificate of disposed material must be furnished.
- iv. All disposal vehicles must be GPS enabled.

# The Service Provider shall also submit a quarterly report on topographical survey, stating the total quantum of the waste at the beginning, waste removed from the site and the remaining volume of the waste.

- I. 75% of the amount shall be paid [tonnage disposed \* rate quoted] within 30 days of the bill submission by the Contractor submission of documentary proof/evidence, as per clause (i), (ii) mentioned above.
- II. 25% of the amount shall be paid [tonnage disposed \* rate quoted] within 30 days of the bill submission by the Contractor submission of documentary proof/evidence, as per clause (iii), (iv) mentioned above.

## **Appendix C - Key Personnel and Subcontractors**

List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work, and staff-months for each.

C-2 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 above.

## **Appendix D- Key Performance Indicators (KPIs)**

**Key Performance Indicators (KPIs) are divided into Mandatory KPIs and Performance KPIs.**

- **Mandatory KPIs:** They are applicable for all categories of ULBs and quantity / size of waste.
- **Performance based KPIs:** They are applicable on in cases when Option 4 has been selected as the preferred option for Payment Schedule.

#### A. Mandatory KPIs and associated Penalties/Incentives:

Sl.No.	KPI Description	Penalty/Incentive Amount
1.	<p>Non-achievement of Processing Efficiency i.e. (monthly) milestones, with respect to the reduction of waste quantities as per work schedule</p> <p><i>Monthly Processing Target [XM] to be defined as total estimated quantity of waste divided by number of months in the project period.</i></p> <p><i>Daily Processing Target [XD] will be calculated as = [XM] / no of days in the month</i></p>	<p>No penalty if minimum <b>166 MT</b> ton of waste processed on daily basis.</p> <p>If the daily waste processed is less than [95%] of <b>166 MT</b> - Penalty of INR 50 per ton for every extra ton of waste not processed below [95%] of <b>166 MT</b> will be levied</p> <p>Exclusions:</p> <ul style="list-style-type: none"> <li>● Penalty not applicable if the monthly target of <b>5000 MT</b> is met by the end of the month.</li> <li>● Factors not under the control of the operator.</li> </ul>
2.	<p>Over-achievement of Processing Efficiency i.e. (monthly) milestones, with respect to the reduction of waste quantities as per work schedule</p> <p><i>Monthly Processing Target [XM] to be defined as total estimated quantity of waste divided by number of months in the project period.</i></p> <p><i>Daily Processing Target [XD] will be calculated as = [XM] / no of days in the month</i></p>	<p>If the daily waste processed is more than [105%] of <b>166 MT</b> - Incentive of INR 50 per ton for every extra ton of waste processed above [105%] of <b>166 MT</b> will be provided</p> <p>Exclusions:</p> <ul style="list-style-type: none"> <li>● Incentive not applicable if the monthly target <b>5000 MT</b> is not met by the end of the month.</li> </ul>
3.	<p>Non-compliance to SWM Rules 2016 and other Environmental Standards notified by regulatory authorities or as specified in the Contract.</p>	<p>Rs. [2,000] /-per incidence per day, till the compliance of the failure is achieved.</p>
4.	<p>Non-compliance of Safety Standards, use of Personal Protective Equipment, fire safety, slope stability while forming windrows (if any during pre-stabilization process) by the workers.</p>	<p>Rs. [2,000] /- per incidence per day, till the compliance of the failure is achieved.</p>
5.	<p>Non-availability of Site Facilities as per the detailed plan of action/ work plan, submitted by the Service Provider at the start of work and duly approved by the Authority.</p>	<p>Rs.2,000 /- per incidence per day, till the compliance of the failure is achieved</p>

6.	Non-function of weighment system due to Technical Problems, in case it is not rectified within 24 hrs.	Rs. [2,000] /- per incidence per day, till the compliance of the failure is achieved.
7.	Tampering of records at weighbridge or submission of manipulated records or any malpractice which will affect quantity & quality of work done	50% of the value of bills certified for three (03) preceding months from the month of incidence noticed.
8.	Non-compliance to the outlet parameters of treated leachate as specified in the RFP document or as stipulated by the regulatory agencies.	Rs. [2,000] /- per incidence per day, till the compliance of the failure is achieved.
9.	Fire incidents	Rs. [20,000] /- per additional incidence per day every year  Exclusion: [insert no. of incidents] incidents of fire at dumpsite per 1 Lac MT of residual waste will be exempted from penalty
10.	Penalty for service providers not meeting the targets provided in Appendix 3 (If Applicable)	<ul style="list-style-type: none"> <li>● Rs. [100]for every Ton of SCF/ RDF</li> <li>● Rs. [100]for every Ton of Inert/ C&amp;D Material</li> <li>● Rs. [100]for every Ton of Good Earth</li> </ul> (If Applicable)
11.	Non-availability of equipment	<p>No penalty if all equipment in working condition for [95%] of the operational days in a [month/quarter/year]</p> <p>If any equipment is not in working condition, a Penalty of INR 5,000 per day to be applied on all days beyond the buffer of 5% in a [month/quarter/year]</p> <p>Excluding incidents of:</p> <ul style="list-style-type: none"> <li>● Rainy days</li> <li>● Other externalities include social aspects.</li> <li>● Factors not under the control of the operator. For example, inability of the ULBs to dispose the waste where ULB is responsible for disposal of waste / by-products.</li> </ul>

## Appendix E - Obligation of Parties

### 1. Obligation of Service Provider:

- i. The Service Provider shall ensure that all the aspects of project and process employed, for executing the scope of the Services thereof, shall confirm with the specification and directions given in existing laws pertaining to dumpsite management, such as SWM rules 2016, guidelines from regulatory agencies like CPCB, DPCC, etc. and suggestions from NGT.
- ii. The Service Provider shall provide a detailed plan of action for carrying out the entire project work, considering the scope and timelines mentioned in the RFP. The Service Provider shall also make necessary modifications/changes in the detailed plan of action/ work plan, based on the site conditions, or as recommended by Authority and finalize it as per the approval by the Authority, prior to the signing of Contract. The Service Provider shall ensure that each milestone should be achieved within the proposed timelines.
- iii. Prior to the start of project operations, the Service Provider shall be responsible for obtaining all the applicable statutory clearances, permission, licenses, consents, and authorizations necessary for the Project at their own cost. The Authority shall provide assistance, wherever required.
- iv. Site preparation, mobilization, manpower deployment, installation of machinery, etc. and construction/creation of other allied facilities shall be completed within 3 months from the signing of the Contract Agreement. After these three (3) months, the reclamation of the sites shall be done within 24 working months.
- v. The Service Provider shall conduct its own due diligence for site investigation, analyzing the characteristics, composition, and quantum of the waste at the Project site or any other study required for the execution of the work, before taking due approval of the Authority.
- vi. All the cost related to these operations, including electrical consumption and other utility charges, and required field arrangements, manpower deployment shall have to bear by the Service Provider only.
- vii. Creation and maintenance of infrastructure, facilities and amenities for waste excavated, storage and disposal, shall be at Service Provider's risk and cost. Providing security arrangements for the plan project site, machinery, equipment etc.
- viii. Construction of office room facilities for the Project, arrangement for water supply and power supply at the site. The authorities may assist in providing a single point connection for electricity requirements. However, the Service Provider shall pay the cost of usage as per actuals based on appropriate meter readings from the meters installed.
- ix. It is the sole responsibility of the Service Provider to dispose of the rejects, Inert/ C&D Material, etc. generated during the process. By products from such processing viz. recyclables, Good Earth, SCF/ RDF, etc. and related revenues (if any) shall be the property of the Service Provider.
- x. The Authority may also provide some assistance in channelization of the excavated material to the external agencies. However, in such a case, the revenues from such arrangements shall go to the Authority and not the Service Provider.

- xi. The Service Provider shall not be permitted to use the municipal land at any point of time of contract to mortgage (or) to be used as a security for mobilizing finance for this purpose (or) any other purpose. Service Provider can use the land for the purpose of this project only till contract period or termination of contract.
- xii. The Service Provider shall abide with the provision of Minimum Wages Act/Workman Compensation Act and such other statutory obligations notified by the concerned Govt. departments, from time to time. It should be specifically noted that the Service Provider shall have to get them registered with the relevant authorities as required under various labor laws and submit undertaking of compliance along with the first payment bill failing which the payment bill shall not be processed.
- xiii. The Service Provider shall strictly comply with all the statutory requirements notified by the concerned Govt. departments from time to time and indemnify the Authority against any claim(s), whatsoever arising therefrom and the tenderer shall be solely responsible for consequences thereof. The Service Provider are requested to take cognizance of Child Labor Act and take precaution not to deploy child Labor. If Child Labor is found to be deployed on the work, necessary action as deemed fit will be taken.
- xiv. Submission of progress report to Authority on fortnightly, monthly, and quarterly basis. The monthly and quarterly reports shall be submitted within 7 (seven) days of the subsequent month and quarter respectively.
- xv. After completion of the contract period (extended period as the case may be), within 3 months, the Service Provider has to remove any plant, machinery, equipment from the site.

## **2. Obligation of Authority:**

- i. Authority shall handover the dump site area to the Service Provider, as per the earmarked land parcel jointly approved by the Authority and the Service Provider, to set up machinery and take activities for processing and segregation of excavated material.
- ii. Authority would hand over possession of the site/s to the Service Provider, irrespective of the title of the land to enable him to carry out activities required for executing the services.
- iii. The authorities may facilitate all forms of support to the Service Provider for obtaining certification/ statutory clearances and provide single point connection for water, electricity, and other utility services (if required).
- iv. Authority shall appoint an Independent Engineer (Third Party monitoring and auditing) for overall supervision, monitoring and certification of the works executed by the Service Provider
- v. Authority shall ensure that there is no fresh dumping of waste at the site after the quantity for the Contract has been fixed

## Section VIII: Contract Forms

### i. Letter of Acceptance

*[letterhead paper of the Authority] [date]*

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]* , as corrected and modified in accordance with the Instructions to Service Providers is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Forms included in Section VIII, - Contract Forms, of the bidding document.

We confirm that *[insert name proposed by Authority in the Bid Data Sheet]*,

**or**

We accept that *[name proposed by Service Provider]* be appointed as the Adjudicator.

Or

We do not accept that *[name proposed by Service Provider]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 42.1

Authorized Signature: .

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

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

Attachment: Contract

## ii. Contract Agreement

[letterhead paper of the Authority]

This AGREEMENT is made the [day] day of the month of [month], [year], between, on the one hand, [name of Authority] (hereinafter called the “Authority”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

**[Note:** In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Authority”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Authority for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Authority has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Authority that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of... ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - (a) the Letter of Acceptance;
  - (b) the Letter of Bid;
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Specifications;
  - (f) the Priced Activity Schedule; and
  - (g) The following Appendices: **[Note:** If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Scope of work for Legacy Waste Remediation

Appendix B: Breakdown of Contract Price in Indian Rupees (Schedule of Payments)

Appendix D: Performance Incentive Compensation

Appendix D: Key Performance Indicators (KPIs)

## Appendix E: Obligation of Parties

2. The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Authority shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of      on the day, month and year indicated above.

### **For and on behalf of the Authority:**

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

### **For and on behalf of the Service Provider:**

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

**A. Issue of Notice to proceed with the Services.**

(Letterhead of the Authority)

(date)

To

\_\_\_\_ (name and address of the Service Provider)

\_\_\_\_\_

\_\_\_\_\_ Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 41.1, insurance policy as per GCC 3.4, methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of \_\_\_\_\_ at a Bid Price of Rs. \_\_\_\_\_, you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

(Signature, name, and title of signatory authorized to sign on behalf of Authority)

**A. Performance Security - Bank Guarantee**

[The bank, as requested by the successful Service Provider, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code] **Beneficiary:** [insert name and Address of Authority] **Date:** \_  
[Insert date of issue]

**PERFORMANCE GUARANTEE No.:** [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the Legacy Waste Remediation Services of \_ [insert name of contract and brief description of the Legacy Waste Remediation Services ] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ( ) [insert amount in words],<sup>31</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ... Day of ....., 2...<sup>42</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

Name of Bank \_\_\_\_\_ Address \_\_\_\_\_

<sup>31</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

42 Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider.

*should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Date \_\_\_\_\_

**Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.**