



SAMBALPUR MUNICIPAL CORPORATION

**Housing & Urban Development Department
Government of Odisha**

REQUEST FOR PROPOSAL

FOR

BIO MINING OF LEGACY WASTEDUMPSITES INSAMBALPUR, ODISHA

REQUEST FOR PROPOSAL THROUGH NATIONAL COMPETITIVE BIDDING



Sambalpur Municipal Corporation Sambalpur

Email id: sambalpurm.hud@nic.in

No. 11235/SMC /Eng.

Dt. 30.11.2022

Bid Identification No:25/SMC_SBP/2022-23

- The Municipal Commissioner, Sambalpur Municipal Corporation invites request for proposal (RFP) in two bid cover system (**Part-I: General & Technical Bid and Part-II: Price Bid**) for Bio Mining of Legacy waste of existing dumpsite of Sambalpur Municipal Corporation are reflected hereunder, in confirmation with the detailed Request for Proposal(RFP), The bidder should have necessary portal enrollment (with own digital Signature Certificate).

The Bid documents comprising of eligibility criteria, instruction to bidder, scope of work etc. can be seen /downloaded from e procurement portal of Government of Odisha during the period as stipulated under critical date

SI No	Name of the Work	Bid Security	Cost of Bid Document	Period of completion
1	2	3	4	5
1.	Bio-mining of Legacy Waste Dumpsites in Sambalpur Municipal Corporation (Approx. Quantity : 1.50 Lakh Metric Ton, in toto)	Bid Security Declaration to be submitted	Rs. 10,000.00 (Rupees ten thousand) only + GST 12%	287 Days

- Cost of Bid document/tender paper: Cost of Bid document /tender paper specified against the work in column -4 of below table. The paper cost should be paid online in the portal in a single payment. The bidder is solely responsible for successful payment. and he will not able to participate in case of failure department state procurement cell, NIC and designated bank should not be held responsible for the failure of payment by bidder.
- Mode of Submission: Bid documents should be submitted online in www.tendersodisha.gov.in
- The bidders desirous to participate in bidding must possess compatible Digital Signature Certificate of Class-II or Class-III and should follow the changes/modifications/addendum to DTCN if any.
- EMD is exempted as per Finance Department Office Memorandum No. 8484/F, dt. 05.04.2022. However, Bidder Should Submit a Bid Security Declaration as per Format at Appendix-6.
- Other details can be seen in the bidding documents, which is available in website www.tendersodisha.gov.in.
- Subsequent corrigendum, if required, shall appear in the website.
- Please note that no liability will be accepted for difficulties in, and/or incomplete download of the Tender document.
- Authority reserves the right to cancel the entire bid process or part of it, at any stage without assigning any reason thereof.

Critical Dates:

SL.NO	DESCRIPTION	CRITICAL DATES
I.	Period of availability of bid documents on line	From 11.00 Hrs. of 07.12.2022 to 17.00 Hrs. of 06.01.2023
II.	Last date and time for submission of pre proposal query	17.00 Hrs. of 14.12.2022
III.	Pre –proposal meeting	15 hrs of 15.12.2022
IV.	Issue of Pre-Proposal Clarification	17.00 Hrs. of 19.12.2022
V.	Last date & time of submission of Proposal	17.00 Hrs. of 06.01.2023
VI.	Date & time of opening of Technical Bid	11.30 hrs of 07.01.2023
VII.	Opening of Financial Bid	To be intimated on-line in due course

Sd/-
Commissioner
Sambalpur Municipal Corporation

Memo No. 11236/ SMC

Dt. 30.11.2022

Copy forwarded to the Collector, Sambalpur-cum-Administrator, SMC for favor of kind information.

Sd/-
Commissioner
Sambalpur Municipal Corporation

Memo No. 11237/ SMC

Dt. 30.11.2022

Copy submitted to the chief Engineer cum Addl. Secretary to Govt, H & UD Dept, BBSR cum I.L.W. Sambalpur Municipal Corporation/A.L.O. Sambalpur for favor of kind information.

Sd/-
Commissioner
Sambalpur Municipal Corporation

Memo No. 11238/ SMC

Dt. 30.11.2022

Copy forwarded to the Executive Engineer, National Highways /P.W. D (Road) Division I and II/ Rural Works Division / P.H. Division Sambalpur for information and with a request to display this notice in their respective Office Notice Board for wide circulation.

Sd/-
Commissioner
Sambalpur Municipal Corporation

Memo No. 11239/ SMC

Dt. 30.11.2022

Copy to Notice Board for wide circulation.

Sd/-
Commissioner
Sambalpur Municipal Corporation

‘e’ Procurement NOTICE.

Bid Identification No:25/SMC_SBP/2022-23 /SMC_SBP/2022-23

The Municipal Commissioner on behalf of Municipal Corporation, Sambalpur invites tenders in Sambalpur invites tenders in two bid Cover System (**Part-I: General & Technical Bid and Part-II: Price Bid**). Bid documents consisting of specification the Schedule of Quantities and the set of terms and conditions of contract and other necessary documents can be seen the Govt. Website i.e. <https://tendersodisha.gov.in>

1.	Name of the work	Bio mining of Legacy Waste Dumpsites in Package-II (Sambalpur ULB) (Approx. Quantity : 1.50 Lakh Metric Ton, in toto)
2.	Cost of bid document	Rs 10,000/- (Rupees Ten thousand Only) + GST 12%
3.	Period of Completion	287 days
4.	Date and time availability of bid documents in the portal	From 11.00 Hrs. of 07.12.2022 to 17.00 Hrs. of 06.1.2023
5.	Last date and time for submission of pre proposal query	17.00 Hrs. of 14.12.2022
6.	Name and address of the officer inviting bid:	Commissioner, Sambalpur Municipal Corporation, Durgapali, Sambalpur, 768006

1. EMD is exempted as per the finance department Office Memorandum No 8484/F, dt. 05.04.2022.
2. Other details can be seen in the bidding documents, which is available in website www.tendersodisha.gov.in.

Sd/-
Commissioner
Sambalpur Municipal Corporation

Memo No. 11240/ SMC

Dt. 30.11.2022

Copy submitted to iprnews@gmail.com with are request to publish the matter in **Two Odia daily and in One English daily newspaper in one issue** as per the prescribed I&PR rate and submit bills in duplicate along with publication paper for payment.

Sd/-
Commissioner
Sambalpur Municipal Corporation

Table of Contents

Notice Inviting RFP	Error! Bookmark not defined.
SECTION - I	7
NOTICE INVITING REQUEST FOR PROPOSAL (RFP)	7
DEFENITIONS	8
ABBREVIATIONS	9
SECTION - II	11
INSTRUCTION TO BIDDERS	11
(A) General.....	11
1.1 Introduction.....	11
1.2 General Conditions	11
1.3 Financial Proposal.....	13
1.4 Bid Security	13
1.5 Minimum Technical and Financial Eligibility Criteria	13
1.6 Sub-contractors Experience	14
1.7 General Condition on Qualification	14
1.8 Criteriafor the Bidder or Consortium / Joint Venture (JV) / Group	14
1.9 Cost of Preparation of the Bid.....	15
1.10 Amendment of RFP Documents.....	15
1.11 Preparation of the Bid.....	15
1.12 Submission of the Bid.....	16
1.13 Interpretation of RFP Document	17
1.14 Responsibility for submittingthe Bid.....	18
1.15 Amendment to RFP documents	18
1.16 Validity of Terms of the RFP	18
1.17 Enquiries and Clarifications	19
1.18 Corrupt Fraudulent Practices	19
(B) Opening and Evaluation of the Bids	19
2.1 Bid Opening.....	19
2.2 Correction of Errors	19
2.3 Evaluation of the Bids.....	20
2.4 Technical Bid Evaluation.....	20
2.5 Financial Bid Evaluation.....	21
(C) Notification of Award and Signing of Agreement	21
SECTION - III	22
Conditions of the Contract	22
3.1 Conditions Precedent	22
3.2 Scope of Work	23
3.3 Performance Security.....	27
3.4 Contract Period	27
3.5 Project Site.....	27
3.6 Obligations of the Operator.....	28
3.7 Obligations ofHousing & Urban Development Department, Odisha.....	30
3.8 Terms of Payment	30
3.9 Sub-contracting.....	32
3.10 Weighment System and Monitoring	33
3.11 Quality Control	34
3.12 Force Majeure.....	35
3.13 Termination	35
3.14 Disputes Resolution	35
3.15 Insurance:	36
3.16 Miscellaneous	36
SECTION IV	39
Annexure – 1 Covering Letter Format	39
Annexure – 2 Letter of Commitment Format	40

Annexure – 3 Description of the Bidder	42
Annexure – 4 Format of Power of Attorney for Signing of Bid	44
Annexure - 5: Power of Attorneyfor Lead Member of Consortium/ JV	46
Annexure – 6: Format for Anti-Collusion Certificate	49
Annexure – 7: BankGuarantee in Lieu of Performance Security for Work	50
Annexure – 8: Bid Security Declaration Form	52
Annexure – 9:Annual Turnover Certificate	53
Annexure –10: Draft Article of Agreement for the Execution of Works.....	54
Annexure – 11: Initial Implementation & Operation Plan (IIOP).....	56
Annexure – 12: Financial Bid Format.....	61
Annexure – 14: Statement of Legal Capacity	66
Annexure-15: Joint Bidding Agreement	67
Annexure -16: Insurance Requirements.....	71
Annexure -17: Letter of Intent	72
Annexure -18: Issue of Notice to Proceed with the Work	73
Annexure -19: Format of Agreement with the Cement Plant/s.....	74

SECTION - I

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)
SAMBALPUR MUNICIPAL CORPORATION,
SAMBALPUR

Request for Proposal (RFP)

RFPNo: 11235

Date: 30/11/2022

The Commissioner, Sambalpur Municipal Corporation invites Request for Proposal for Bio mining of Legacy Waste at the Existing Dumpsite in (Sambalpur ULB) (Approx. Quantity 1.5 Lakh Metric Tone in toto)

**Commissioner,
Sambalpur Municipal Corporation
Sambalpur**

DEFENITIONS

“Associate” Associate means, in relation to the Bidder/ Consortium or Joint Venture Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium or Joint Venture Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company, the power to direct the management and policies of such person by operation of law.

“Approved Invoice” shall mean the monthly invoice submitted by the Operator and duly approved by the SMC Works Committee.

“Approved Project Cost” shall have the meaning as set forth in sub-Article 3.8 of the RFP.

“Bidder” shall mean a proprietorship, single company or a consortium/ joint venture of a maximum of two legal entities each of which shall be incorporated under their respective jurisdiction including any amendment thereof and should have been in existence at least three years prior to the Bid Due Date.

“Consortium” shall mean the consortium consisting of M/s....., and M/s formed/acting pursuant to the Joint Bidding Agreement dated entered into by them, for the purpose of submitting their proposal for undertaking the Project and the event of their being accepted by the Authority to implement the Project through Special Purpose Vehicle formed and registered by them at Bhubaneswar in India; provided that in case of a Consortium, at least one member shall be incorporated in India.

“Monsoon Period” shall mean period of a calendar year in between June 15 to October 15 for Odisha region.

“Operator” shall mean prime contractor who has been awarded the contract by the employer.

“Person” shall mean (unless otherwise specified or required by the context), Firm, Company, Corporation, Government, State or Agency of a State.

“Project” shall mean **Bio mining of Legacy Waste at the Existing Dumpsite in Sambalpur.**

“Project Area” shall mean the geographical area of the Dumpsite located in Package I of the RFP.

“Recovery of Refuse Derived Fuel(RDF)” shall mean fuel derived from combustible waste fraction of solid waste obtained during the bio mining of the legacy waste

“Request for Proposal (RFP) Document shall mean all documents whether containing words, figures or drawings which are, before the delivery of the Bidder’s Bid and for the purposes of his tender, issued to him by or on behalf of GCC or embodied by reference in such delivered documents or specified therein as being available for inspection by the Bidder.

“Successful Bidder” shall mean single the entity or Consortium or JV quoting the lowest quote to process per MT of legacy waste.

“Turnover” shall mean the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year.

“SMC” shall mean Sambalpur Municipal Corporation Sambalpur

ABBREVIATIONS

Sl. No.	Abbreviation	Expansion
1.	H&UDD	Housing & Urban Development Department, Odisha
2.	CPCB	Central Pollution Control Board
3.	EMD	Earnest Money Deposit
4.	GPS	Global Positioning System
5.	JV	Joint Venture
6.	LW	Legacy Waste
7.	MoEF	The Ministry of Environment & Forest
8.	MoU	Memorandum of Understanding
9.	MSW	Municipal Solid Waste
10.	MT	Metric Ton
11.	NABET	National Accreditation Board for Education and Training
12.	OSPCB	Odisha State Pollution Control Board
13.	RDF	Refuse Derived Fuel
14.	RFP	Request for Proposal
15.	SLF	Sanitary Land Fill
16.	SPV	Special Purpose Vehicle
17.	SW	Solid Waste
18.	SMC	Sambalpur Municipal Corporation, Sambalpur

Key Dates:

Milestone	Time and Dates
Uploading RFP Document on <u>e-procurement website</u>	11.00 Hours on 07.12.2022
Last date for downloading of RFP from <u>e-procurement website</u>	17.00 Hour 06.01.2023
Last date and time for submission of Pre-bid query	17.00 Hours 14.12.2022
Time and Place of First Pre-bid meeting	15 Hours 15.12.2022 Conference Hall of Sambalpur Municipal Corporation, Sambalpur, Durgapalli, Dist; Sambalpur PIN:768006
Proposals Submission Due Date and time	17.00 Hours 06.01.2023
Opening of Technical Bid	11.30 Hours of 07.01.2023
Presentation	To be intimated online in due course
Opening of Financial Bid	To be intimated online in due course

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Sambalpur Municipal Corporation or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the SMC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their bids (the “Bid”) including all the necessary submissions and the Financial Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the SMC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the SMC, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder shall, therefore, conduct its own investigations and analysis and shall check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and shall not be regarded as a complete or authoritative statement of law.

The SMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The SMC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

The SMC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The SMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the SMC is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the SMC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the SMC, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the SMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

SECTION - II**INSTRUCTION TO BIDDERS****(A) General****1.1 Introduction**

SMC in its endeavor to improve the city's public amenities and to enrich the city's aesthetics, sanitation and hygiene aspects and to implement the Swachh Bharat Mission (Urban)2.0 with an objective towards achieving the vision of "Garbage Free" cities by the Government of India on 1st October , 2021 invites responsive bids for Selection of an Agency for Design, Build, Own and Operate of Bio mining process at dumpsites describe in RFP with Jurisdiction of the SMC

Sambalpur is a Municipal Corporation in the state of Odisha, India. It is the head quarter and the largest town Sambalpur district. Sambalpur Municipal corporation has been notify as per the notification No.32943/HUD/Dt.15.11.2013 of Housing & Urban Development Department by the merger of all Sambalpur municipality, all Burla NAC, all Hiraakud NAC and seven gram panchayat (GPs) from Dhankauda block and seven gram Panchyat (GPs) of Maneswar Block. The Sambalpur Municipal area of 303 Sq KMs include 33.66 sq kms of old Sambalpur municipal area, 87.3 sq km old Burla NAC area and 49.02 sq km of Hiraakud Area and area of merged GPs. The Sambalpur municipal corporation has a population of 3,35,761 lakhs as per census 2011 with 78,803 Households and 41 wards, 185nos of slums having total 782.65KM length of streets /road, 464.22 km length of drain.

The salient details of the said legacy waste dumpsites are as below:

Sl No	Name of the ULB	Location of the Dumpsites	Age of the dumpsite (Years)	Approximate area of the dumpsite (Acres)	Approximate quantity of legacy waste (Lakhs MT)
1	Sambalpur	Sikirdi, Jamadarpali, &Durgapali of erstwhile Sambalpur Municipality, Erstwhile Burla and Hiraakud NAC area.	7 to,30 years	20	1.5

SMC wants to hire Management operator for Bio mining of legacy waste located at the dumpsite in Sambalpur ULB by a competitive bid process. The Operator is expected to install plant and machinery of required capacity for bio mining of the existing legacy solid waste and subsequently reclaim the land as per MSW Rules 2016, CPCB 2019 guidelines and other applicable rules and regulations. Broadly, the Project involves the reduction of the unprocessed legacy mixed waste but is not limited to excavating compacted mixed solid waste which underwent biological degradation, by using suitable Mechanical Sieving Machine or any other equipment and taking all the materials excavated, in the assigned land areas and retrieving, recoverable materials and segregating, sorting, selling, storing, diverting for recycling the excavated materials.

1.2 General Conditions

- The bidding process consists of a Request for Proposal with two bids from prospective bidders through online
- Though adequate care has been taken in the preparation of this *RFP* Document, the Bidder shall satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, shall be given to

the SMC immediately. If no intimation is received by this office, it shall be deemed that the Bidder is satisfied that the RFP Document is complete in all respects.

- c) Neither SMC, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP Document and it is not possible for SMC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Certain prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidders shall conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.
- d) Neither SMC nor their employees or consultants shall have any liability to any prospective Bidders or any other person under the law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Project, the information and any other information supplied by or on behalf of SMC or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
- e) SMC reserves the right to reject any or all the Bids submitted in response to this *RFP Document* at any stage without assigning any reasons whatsoever.
- f) SMC reserves the right to change any or all the provisions of this *RFP Document*. Such changes would be intimated through Corrigendum/Addendum. Any Corrigendum/Addendum issued shall be part of the Bidding Document and shall be available on the website: [e-Procurement System Government of Odisha \(tendersodisha.gov.in\)](http://e-Procurement System Government of Odisha (tendersodisha.gov.in)).
- g) Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
- h) For a Bid submitted by Group/Joint Venture/Consortium, the RFP shall contain signed letters submitted by each of the Members, stating that the entire RFP has been examined and each key element of the RFP is agreed to.
- i) The Bid shall contain a copy of the Memorandum of Understanding / JV Agreement entered in to between the Members of the Group/Consortium/Joint Venture, for Bidders in the RFP. In the absence of such a document the RFP would be considered and evaluated as one from an individual company alone, submitting the Bid. The documents shall clearly lay down the role that would be carried out by the Lead Bidder and Other Members along with the share of liabilities towards the successful performance of obligations laid down in this document.
- j) In case a Joint venture/ Consortium / Group is selected as the Successful Bidders, the Lead Bidders shall submit the performance security and continue to remain the representative of the Joint venture/ Consortium / Group and shall be responsible to SMC and for the fulfillment of all contractual obligations laid in this RFP document.
- k) All communication and information provided shall be legible, and wherever the information is given in figures, the same shall also be mentioned in words. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- l) The RFPs shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP Document, SMC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- m) No Promoter/Bidder can propose to be a member of more than one Bidders for submission of the RFP for the Project. A single entity cannot propose to be member of more than one Bidders.

- n) The Bidders/Lead Bidders shall designate one person (“Contact Person” and “Authorized Representative and Signatory”) authorized to represent the Bidders/Lead Bidders in its dealings with SMC. This designated person shall hold the Power of Attorney as per the format mentioned in Annexure-4 and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders etc. The Covering Letter submitted by the Bidders shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
- o) The RFP (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the RFP in case it is a Individual/ Joint venture/ Consortium / Group of bidder.
- p) Mere submission of information does not entitle the Bidders to meet an eligibility criterion. SMC reserves the right to vet and verify any information submitted by the Bidders.

1.3 Financial Proposal

- 1. The Financial Proposal offered by the Bidders shall be open for acceptance for a period of **180** days, from the Proposal Submission due date. No upward revision in the price shall be allowed during the above period and after communication of the acceptance of the proposal during the validity period.
- 2. The Bidders are requested to quote the processing charges per Unit excluding applicable taxes in Format given in Annexure -12 Financial Bid Format.
- 3. The price shall be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labor cost till the completion of the order.
- 4. All the rates given in the Financial Proposal shall be expressed both in words and in figures. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

1.4 Bid Security

- a) The Bidders shall be exempted to submit the EMD/ Bid Security as per the Finance Department Office Memorandum No. 8484/F dated. 05.04.2022. Instead of that the bidder has to submit ‘Bid Security Declaration’ as per Annexure 8

1.5 Minimum Technical and Financial Eligibility Criteria

- (a) Any Bidder or Member of the Consortium who has been barred / disqualified / Blacklisted by any State or Central Government Authority from participating in the Government tenders is not eligible to participate in the tender process, either individually or as member of a JV/Consortium.
- (b) The Bidder shall have a minimum Average Annual Turnover of **Rs.4 (four) crores** for the last three audited financial years. The financial capacity of the consortium/ JV members shall be considered jointly.
- (c) The Bidder shall have net worth of **Rs. 1 (one) crore** as on Dt. 31.03.2022. The net worth capacity of the consortium/ JV members shall be considered jointly.
- (d) The Bidder shall have experience of bio mining of legacy waste at dumpsites of at least 1 (One) lakh metric tons in India for at least one year during the last three financial years with minimum capacity of 800 MT per day.
- (e) In the event of successful in the bid, the Bidder shall submit a Letter of Commitment in the form of Agreement from cement plant/s for acceptance of recovered RDF before signing the Agreement with SMC. The validity of the agreement should be till the end of the entire project duration(as per Annexure-19).

1.6 Sub-contractors Experience

Sub-contractors experience and resources shall not be taken into account in determining the Tenderers compliance with the qualifying criteria.

1.7 General Condition on Qualification

Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- (a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (b) Record of poor performance such as abandoning the works, not properly completing the contract, judicial conviction, and blacklisting by any Govt./Govt. Agency etc.

1.8 Criteria for the Bidder or Consortium / Joint Venture (JV) / Group

- (a) A maximum of 2 (two) members shall be allowed in a JV/ consortium. The Lead member shall hold an equity shareholding of not less than 51 % (fifty one percent) of Paid -Up Equity of the SPV throughout the Contract Period. In case, the Bid was submitted by a Joint Venture/Consortium no new Members shall be allowed to participate in the Bid post submission.
- (b) Successful Bidder or Joint Venture shall form an appropriate Company or an appropriate Special Purpose Vehicle (SPV), incorporated under the Indian Companies Act 2013 within one month from the issuance of the Letter of Intent (LOI). The Company or SPV shall be registered at Bhubaneswar.
- (c) Each Bidder shall submit only one RFP either by itself or as a member of joint venture. Further, a company participating in the joint venture shall not submit another proposal separately in its own name. The Bidder who submits or participates in more than one proposal shall summarily be rejected in all the proposals.
- (d) In any registered Joint Venture, the share of the Lead Member shall be the highest. All the members of JV shall be legally liable, jointly and severally, during the RFP process and for the execution of contract in accordance with the contract term. RFPs submitted by a joint venture of all firms as members shall comply with the following requirements.
 - i. The proposal shall include all the information regarding J.V. or all J.V. members in a form specified at Annexure-3.
 - ii. The proposal and, in case of a successful proposal, the Agreement, shall be signed so as to be legally binding on all members.
 - iii. Power of Attorney for signing of the Bid as per the format provided in Annexure-4.
 - iv. One of the members shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV members as per the format provided in Annexure - 5.
 - v. The member in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all JV members and the entire execution of the contract shall be done exclusively by the member in charge.

- vi. All JV members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the Agreement (in case of successful RFP).
 - vii. The joint venture agreement shall indicate precisely the shareholding of each of the JV in respect of work execution, and financing of the contract as per the format provided in Annexure-15.
- (e) However, it is optional for successful Bidder or joint venture to form Special Purpose Vehicle (SPV) incorporated under the Indian Companies Act 2013. In case successful bidder does not want to form SPV, then the Joint Venture (JV) can continue to execute the contract as it is. In any case, the SPV or JV has to be registered in Bhubaneswar.

1.9 Cost of Preparation of the Bid

- (i) The Bidders shall bear all the costs associated with the preparation and submission of the proposals, and the SMC shall in no case be responsible or liable for those costs. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The SMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- (ii) The cost of tender documents is INR.10,000/- (Rupees Ten Thousand Only) + 12% GST, which is non-refundable and shall be paid through online in favour of the Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur. MSME shall have to submit tender document cost..

1.10 Amendment of RFP Documents

At any time after the issue of the RFP documents and before the proposal submission due date, SMC may make any changes, modifications or amendments to the RFP documents and shall upload on the **tendersodisha.gov.in** portal. The RFP shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so shall lead to consequences including rejection of proposals.

1.11 Preparation of the Bid

- 1.11.1 All documents relating to the RFP shall be in the language English specified in the General Conditions of Contract.
- 1.11.2 Each page of the Bid Document shall be initialed by the Authorized Representative/ Signatory (as defined in Section Three), of the Consortium/ Joint venture/ Group.
- 1.11.3 The Technical Bid submitted by the Bidders shall comprise of the following:
 - a) Along with submitting the Bid, the Bidder shall pay to the SMC a sum of Rs. **10,000/- (Rupees Ten Thousand Only) + 12% GST** as the cost of the RFP process. The cost is to be paid online in favor of “the Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur”. RFPs of Bidders(s), who fail to furnish the above Bid process fee, shall be liable for rejection by SMC as non-responsive.
 - b) Work Completion Certificates of listed jobs from Auditor/Client clearly stating that Bidder or JV Member whose technical experience is being claimed (in case of JV) was the technical member in the project completed during the period for which experience is being claimed as per Technical Bid Evaluation Clause 2.4. If the Bidder is a foreign entity, such a Certificate has to be legalized by the Indian Embassy.
 - c) Equipment proposed to carry out the contract (refer Clause 2.4).
 - d) Qualifications and experience of key site management and technical personnel proposed for the Contract.

- e) Statutory Auditor/ Chartered Accountant's Certificate/s establishing that the Bidder or JV Members has achieved total turnover which is being claimed as per the Technical Bid Evaluation Clause 2.4.
 - f) Net Worth Certificate/s from Statutory Auditor/Chartered Accountant's justifying basis of calculation (refer Clause 1.5).
 - g) The RFP duly self-attested on all pages including Annexures, corrigendum/addendum/clarifications.
 - h) Covering letter as per Annexure-1
 - i) Letter of Commitment as per Annexure-2
 - j) Description of the Bidder as per Annexure-3 (separate form for every member in case of JV/consortium)
 - k) Power of attorney for the signing of the Bid as per the Annexure-4
 - l) Power of attorney issued by all the JV/consortium members for the lead member (applicable in case of bidder is a JV/consortium) as per Annexure-5
 - m) Anti-Collusion Certificate as per Annexure-6 (Separate Certificate from every member in case of JV/Consortium)
 - n) Bid Security Declaration form as per the format mentioned in Annexure -8.
 - o) Annual Turnover Certificate duly attested by Statutory Auditor/Chartered Accountant as per Annexure-9
 - p) Initial Implementation Plan as per Annexure-11
 - q) Format for Technical Experience as per Annexure-13
 - r) Statement of Legal Capacity as per Annexure-14
 - s) The Memorandum of Understanding / JV Agreement in case of bidder is a Joint venture/consortium as per Annexure-15.
 - t) All Annexures duly filled, signed and stamped by authorized person.
- 1.11.4 The Financial Bid submitted by the Bidders shall contain the schedule of rates and quantities duly filled. Please note that
- (a) The successful bidder shall be for rendering service of Bio-mining of Legacy Waste available in dumpsites in Sambalpur as per Annexure-12
 - (b) The prospective bidder shall include all duties, taxes, other levies or any other charges payable by the Operator under the Contract or for any other cause in the quoted financial bid shall be after taking into consideration all the terms and conditions stated in the RFP, bidders' own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project. Any GST or applicable tax if applicable on Processed fees shall be paid by SMC separately as per actuals in addition to the agreed Processed fees.
 - (c) The prices, cost stated in the RFP shall be in Indian Currency only.

1.12 Submission of the Bid

The Bidders shall be advised to fill in the RFP documents by observing the following:

- i. Before filling in the RFP documents Bidders are requested to go through all terms and conditions to be fulfilled and the steps to be followed in preparation and submission of the proposal.
- ii. The bidder should visit the dumpsite location and conduct a preliminary study. This will help the bidder to understand the ground reality and quote their financials accordingly
- iii. The Bidders are requested to sign and put the official seal of the company on the last page of every Annexure.
- iv. The Bid must be submitted in the RFP form / Annexures of this RFP and shall be free from erasures. Any Bid containing corrections or alterations shall be rejected.
- v. The Financial Bid must be typed. Rate presented on any other sheet of the paper, covering letter etc. shall not be considered. All the columns must be filled in carefully.

- vi. The Bidders are informed that they shall strike off or write 'NIL' on each blank sheet of items, which are not applicable for them
- vii. The Bidders are requested to fill the RFP carefully after noting the items and specifications, quantity mentioned for each article in the schedule. They are informed that no variation in rates shall be allowed on any ground such as clerical mistake or misunderstanding etc. after proposal has been submitted.
- viii. Signing of the Bid:
 - a) If the Bid is made by an individual, it shall be signed by him with his full name and current address.
 - b) If the Bid is made by a proprietary firm it shall be signed by the proprietor with his name and the name of his firm with its current address.
 - c) If the Bid is made by firm in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner holding the Power of Attorney for the firm for signing the RFP. In this case, a certified copy of the Power of Attorney shall be submitted. A certified copy of the partnership deed shall also be submitted.
 - d) If the Bid is made by a limited company or a limited corporation or Joint Venture, it shall be signed by a duly authorized person holding the Power of Attorney for signing the RFP in which case a certified copy of the Power of Attorney shall be submitted.
 - e) If the Bid is made by a co-operative society or any charitable institute or any other sanstha, it shall be signed by a duly authorized person and copy of resolution and the Registration certificate shall be submitted.
 - f) If the person signing the proposal is other than the individual or the Proprietor, then proposal shall be submitted with a certificate copy of Power of Attorney authorizing the signatory.
- ix. Each Bidder shall submit only one bid. The bid is not transferable. The RFP is to be read carefully for following the directions, terms and conditions of the contract and sign the form of RFP, annexures, specifications and bill of quantities and rates etc. after making appropriate entries wherever necessary. All entries shall be in clear writing or typed and legible. Any corrections made in the bids must be attested by the authorized signatory. Bids containing erasures or alterations unattested or written in illegible form are liable to be rejected.
- x. All Bids shall be submitted through online only within the stipulated due date & time mentioned in the RFP/addendum/corrigendum issued by SMC. The bids must be the entire proposal document, completely filled in and initialed by authorized signatory prior to time & date mentioned in the RFP.
- xi. Every Cover Letter Shall have name of project and Bidder/ Lead member's name mentioned. For any query/clarification, please contact or mail: shall be addressed to:
Municipal Commissioner,
Sambalpur Municipal Corporation, Sambalpur
- xii. Sambalpurm.hud@nic.in

1.13 Interpretation of RFP Document

- (a) The Bidders shall examine the RFP document and acquaint themselves with all conditions and matters affecting the cost of the supply. If any Bidder finds discrepancies or omissions in the document or if any doubt about their meaning, he shall immediately address a query to the office of The Commissioner, Sambalpur Municipal Corporation, At-Durgapali, Po- Remed, Sambalpur-768006 Odisha prior to the date of pre-bid meeting.
- (b) In this RFP, bidders are requested to send their queries if any electronically to the email id. sambalpurm.hud@nic.in on or before 17.00 hours of 14.12.2022 failing which no query shall be entertained by SMC.

- (c) Any resulting interpretation of the RFP document shall be published on e-procurement website <https://www.Tendersodisha.gov.in/forprospectiveBiddersasanaddendum/corrigendum/clarification>. Bidders are requested to check the website regularly for update. Oral clarification obtained from any source shall not be binding on SMC.
- (d) No Bidder shall amend the text of any document except as may be necessary to comply with any addendum.

1.14 Responsibility for submitting the Bid

- (a) The responsibility to produce original and authenticated documents in respect of documents submitted rests with the Bidder. If any document is found to be forged, bogus etc. the Bid shall be rejected and the EMD shall be forfeited. Any contract entered into under such conditions shall be liable to be terminated at any time during its currency and in addition for further penal action like criminal prosecution, blacklisting against the said Bidders and / or the partners.
- (b) If the certificates issued by any state authority are in a language other than English, Hindi or any other language, then translated copy in one of the languages mentioned above, duly certified by the official translator, shall have to be submitted, along with a copy of the original certificate.
- (c) The Bidders shall familiarize themselves with the site conditions, and also carry out necessary site visits, surveys, studies / testing, analysis of the existing SW with due diligence at their own cost prior to the RFP. Bidders shall be allowed to take bores at site to ascertain density at different levels and to carry out analysis of strata. All the data/information/maps provided in the RFP are indicative only. The Operator shall not bring any dispute regarding any data provided in the RFP, variation in quantity and characteristics of SW as he is expected to do his own studies.
- (d) Documentary evidence shall be provided for technical evaluation and all documents & technical proposal submitted shall be part of contract. The same plan shall be adhered for implementation. No change in the plan is allowed without the approval of SMC.
- (e) All the plant design, equipment submitted in technical proposal shall be reflected in the financial proposal. If any discrepancy is observed in the financial proposal with rate analysis and is not justified satisfactorily by the Bidder, the RFP shall be rejected.

1.15 Amendment to RFP documents

- (a) Before the proposal submission due date, SMC may modify any RFP condition included in the RFP document and issue addendum / corrigendum/ clarification by publishing on the official website of e-procurement portal <https://www.Tendersodisha.gov.in/>.
- (b) Such addendum/corrigendum/clarification so issued shall form part of the RFP documents. All Bidders shall initial such addendum / corrigendum / clarification and submit in Envelope 'A'.
- (c) With a view to give sufficient time to the Prospective Bidders to consider any such addendum / corrigendum / clarification SMC may, if considered necessary, extend the due date of submission of the proposal and accordingly re-schedule further activities.

1.16 Validity of Terms of the RFP

Each bid shall indicate that it is a firm and irrevocable offer and shall remain valid and open for a period of not less than 180 days from the last date for submission of the RFP. Non-adherence to this requirement may be a ground for declaring the RFP as non-responsive. However, SMC may solicit the Shortlisted Bidder's consent for extension of the period of validity. Such a request may strictly be made in writing, and it would be solely at the Discretion of the Bidders to accept such extensions.

1.17 Enquiries and Clarifications

Enquiries/clarifications, if any, should be addressed to below mention designated Authorized Persons:

–Commissioner
Sambalpur Municipal Corporation,
Durgapali, Sambalpur
PIN; 768006

SMC shall aggregate all such enquiries/ clarifications, without specifying the source of enquiries/clarifications, and shall prepare responses. Responses of enquiries/clarifications along with any corrigendum, if any shall be uploaded on the official website of e-procurement portal <https://www.Tendersodisha.gov.in>.

1.18 Corrupt Fraudulent Practices

The Bidders shall observe highest standard of ethics during the bidding process and execution of the project.

- a) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) “Fraudulent practice” means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to the SMC and includes collusive practice among the Bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the SMC of the benefits of free and open competition.
- c) The SMC shall reject a proposal for award if it determines that the Bidders recommended forward has engaged in corrupt or fraudulent practices in competing for the contract in question.

(B) Opening and Evaluation of the Bids

2.1 Bid Opening

- a) The Bids shall be opened at the specified time in the office of the undersigned in presence of the applicant who wish to attend. Applicant who participated in the bid can witness the opening of bids after logging on to the site through their DSC.
- b) To assist in the scrutiny, evaluation and comparison of proposals, SMC may, at their discretion, request clarifications on the bids submitted from the Bidders.
- c) Notwithstanding any Terms and Conditions stipulated in the RFP documents, SMC reserves the right to accept or reject in part or whole any, or all the bids received at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders’ or any obligation to inform the affected Bidders or Bidders’ of the grounds for the SMC’s action.

2.2 Correction of Errors

- a) The bids determined to be substantially responsive shall be checked by SMC for any arithmetic errors. and wherever there is a discrepancy between the amounts in figures and in words, the amount presented in word shall be considered.
- b) The amount stated in the bid shall be adjusted by SMC in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidders, shall be considered as binding upon the

Bidders. If the Bidder does not accept the corrected amount, the bid shall be rejected, and the Bid Security may be forfeited.

2.3 Evaluation of the Bids

The evaluation of the bid shall be carried out by SMC Evaluation Committee as detailed below.

- (i) Stage I: The bids shall be evaluated for responsiveness as per sub-Articles 1.12 and 2.4 of this RFP document.
- (ii) Stage II: The responsive bids shall be evaluated on the basis of their Technical Proposal. All responsive bids scoring a minimum of 70 marks shall be eligible for the financial bid opening.
- (iii) Stage III: The bidder with lowest quote shall be declared the successful bidder or L1.

2.4 Technical Bid Evaluation

The technical and financial eligibility of the bidders shall be evaluated as follows:

Sl. No.	Description of Parameters	Marks to be awarded	Maximum Marks
1.	If the Bidder's Average Turnover in the last three Audited Financial years (INR) is (FY: 2019-20,2020-21,& 2021-22)		30
	a. 4 Cr.	20	
	b. Additional 1 Mark for every additional turnover of Rs. 2 Cr., subject to maximum 30Marks		
Note: If the Bidder is a JV/Consortium, then the members shall collectively fulfill the total turnover criteria.			
2.	Technical Experience		30
	Bidder has successfully completed similar bio mining of legacy waste at dumpsites/ centralized processing of municipal solid waste of capacity as mentioned below in India for at least one year during the last three financial years with minimum capacity of 800 MT per day		
	1. 1 Lakh MT	20	
	2. Additional 1 Mark for every additional 1 Lakh MT, subject to maximum 30 Marks		
Note: a. If the Bidder has Work Experience Certificates in volume (meter cube) then 0.8 MT shall be considered to be equal to 1 meter cube for evaluation purposes. b. If the Bidder is a JV/Consortium, then the members shall collectively fulfill the criteria required.			
3.	Project Delivery		15
	The number of sites with having more than 20,000 MT, where successful bio-mining of legacy waste at dumpsites in India have been completed in the past three years by the Bidder are		
	a. 5Marks for each site, subject to maximum 15Marks		
Note: If the Bidder is a JV/Consortium, then the members shall collectively fulfill the criteria required.			
4.	Initial Implementation & Operation Plan (IIOP) along with Power Point Presentation in detail including the following component*		25
	a. Bio-Mining Action Plan	15	
	b. Bio-Earth and RDF disposal action plan	5	
	c. MoU with Cement for Disposal of RDF	5	
	Total Marks (Sl.No. 1 to 4)		100

Note: The area for bioremediation will be demarcated by SMC. Potential bidders are requested to inspect the site and submit their bio-mining action based on their assessment of the dumpsite to present a realistic cost for booming in the financial proposal.

The bidders who score a minimum of 70 and above shall be deemed qualified for financial bid opening. The Project Manager shall deliver the power point presentation before the Tender Evaluation Committee on schedule date and time notified by SMC.

Note: Bidders should have following minimum process and equipment facility for operation to **PASS** the Technical Evaluation stage. Non-possession of minimum process and equipment shall be a criterion to **FAIL** in the Technical Evaluation stage. Proof of ownership certificate of machinery to be provided by a Chartered Accountant along with proposal. In case bidders wanting to hire, lease deed shall be submitted along with proposal.

- One line – Minimum 4 Tromell – Minimum 1000 MT capacity, and Minimum 12 (twelve) conveyor, 2 (two) air density separator, 1 (one) magnetic separator, shredder (if required), baling machine (if required), 5 (five) excavator, 1 (one) backhoe loader, and 1 (one) tractor with trailer.
- Second line – Minimum 4 Tromell – Minimum 1000 MT capacity, and Minimum 12 (twelve) conveyor, 2 (two) air density separator, 1 (one) magnetic separator, shredder (if required), baling machine (if required), 5 (five) excavator, 1 (one) backhoe loader, and 1 (one) tractor with trailer.
- Any other machines as specified in CPCB Guidelines for Disposal of Legacy Waste 2019. The bidder must install two lines in SMC.

2.5 Financial Bid Evaluation

The Financial Bids of only technically qualified bidders shall be opened. The Financial Bid shall be exclusive of GST. The financial bids shall be arranged in ascending order. The Lowest bid shall be L1 and subsequently L2, L3 and so on. The technically qualified bidder with the lowest financial quote shall be the selected or the Successful Bidder or L1.

(C) Notification of Award and Signing of Agreement

- a) The Bidder whose bid has been accepted shall be notified of the award by SMC prior to expiration of the RFP validity period by issuing LOI. This LOI (hereinafter and in the Conditions of Contract called the “Letter of Intent”) shall state the same that the SMC shall pay in consideration of rendering the service by the Bidders as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- b) The LOI shall constitute the formation of the Contract, subject to the Bidders acceptance to the LOI within 7 working days from the date of the LOI issuance and furnishing the Performance Security as per the format mentioned in Annexure - 7 within 30 working days from the date of the LOI and signing the Contract Agreement as per Annexure-10 within 30 working days from the date of the LOI.
- c) The Bidders shall have to enter into an agreement with SMC within **30 (thirty)** working days from the date of LOI.
- d) Upon the furnishing by the successful Bidders, the acceptance of the LOI, the SMC shall promptly notify the other Bidders that their Bids have been unsuccessful

SECTION - III

Conditions of the Contract

3.1 Conditions Precedent

1. Conditions Precedent of SMC

- (a) The SMC shall demarcate and handover the dumpsite free from any encumbrance to the Operator in terms of processing the solid waste to recover, recycle and convert into useful end products with zero residue/inert waste.
- (b) The SMC shall identify land for disposal of heavy inert fraction such as sand and gravel etc. within a radius of 30 KM.

Note:

No SLF shall be allowed for disposal of any type of inert waste.

2. Conditions Precedent of the Successful Bidder/Operator:

- a. Successful Bidder shall give written Acceptance on LOI issued by SMC to the successful bidder within 7 working days from the date of LOI.
- b. Successful bidder shall submit Performance Guarantee and sign the Contract Agreement within 30 days from the date of LOI.
- c. Within 30 days from the date of LOI, Successful Bidder shall undertake a detailed survey to quantify the existing legacy waste, physio-chemical characteristics of the legacy waste as well as to fix the baseline environmental conditions (water, soil, air etc.) at the dump site. This will become a part of the Work Plan to be submitted to SMC for approval.
- d. The Operator shall within 30 (thirty) days from the date of signing of the Agreement satisfy the following conditions precedent:
 - i. The Operator shall submit clear timelines for each activity from mobilization till project completion. The Operator shall submit a master schedule for the entire project duration comprising of all the activities, their timelines and milestones.
 - ii. **Preparation of Work Plan:** The Work Plan shall detail out the excavation of the existing mixed compacted legacy waste both above-ground and below-ground which underwent biological degradation in line with CPCB 2019 Guidelines or any other Standard Guidelines of Govt. of India/Govt. of Odisha in dumpsites in the document and sieving them by mechanical sieving machine or any other equipment (as mentioned in Clause 2.4), stabilizing the biodegradable wastes by *onsite* windrow composting and use of appropriate mechanical screens to sieve the excavated and processed materials into recoverable fractions such as recyclables (metal and glass), fine fraction (soil/compost), coarse fractions (incinerable such as plastics, textile, tyre, rubber etc), stone, bricks, and construction debris through Bio mining and tipping concept so as to retrieve and recover materials by segregating, sorting, diverting for recycling the excavated materials. It shall broadly involve the following steps

Step 1. Installation of Tromell, shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys in SMC mentioned in the document..

Step 2. Engaging chain dozer/ Excavator and loosening the legacy waste

Step 3. Spraying the bio culture, as required to control odour, over the loosened legacy waste.

Step 4. Shifting and loading the legacy waste into the hopper and segregating the material size wise and type wise by engaging the man power on both side of conveyors with proper safety precautions.

Step 5. The recyclables recovered from the bio-mining process should be sent for recycling as per the quality of the material, which should also be randomly sampled by an NABL lab and tested for heavy metals, salinity/electrical conductivity and reach ability to ensure no environmental harm during use. FCO standards for pH and contaminants could be provisionally used as a benchmark. Non-Recyclable plastic material shall be sent for road making or to RDF units or cement plants. Initial cleaning of recyclable waste shall be done before it is transported for sale or disposal.

Step 6. The recovered bio- earth, preferably be used for landscaping or gardening or road medians within the Local Body or the identified places within 30 km radius. The recovered soil can also be used as “Soil enricher” to develop green areas or by farmers. It can also be used for construction activities or disposed scientifically in low lying areas identified by the SMC

Step 7. The recyclables like plastic, glass, metals, rags and cloth recovered from the waste during screening shall be sorted out and preferably cleaned before sending to recycling industries or as RDF.

Step 8. The material collected shall be disposed of by engaging tipper Lorries to the vendors who have identified and made agreement to get the designated recyclable material.

Step 9. The heavy fractions may be sand and gravel usable for road shoulders or for plinth filling. Stones and concrete if any can be used for road sub-grade, or for crushing, recycling and reuse in the construction industry. The recovered construction and demolition waste recovered from the bio-mining process may be sent to a C&D processing facility if suitable for production of building materials.

Step 10. Processing waste monthly to achieve minimum average quantity of 1500MT per day targets.

Step 11. Monitoring and recording all the activities to account for the quantity of legacy waste excavated and processed.

Step 12. Submission of report on the progress on daily and monthly basis.

Step 13. Handing over of the reclaimed site to respective ULBs

3.2 Scope of Work

SMC wants to hire Management operator for Bio mining of legacy waste located at the dumpsite in Sambalpur, Hirakud and Burla by a competitive bid process. The successful bidder has to process all the waste on the dumpsite. Operator shall do the survey post signing of the Contract Agreement to assess the quantum of waste. The Operator is expected to install plant and machinery of required capacity for bio mining of the existing legacy solid waste and subsequently reclaim the land. Broadly, the Project involves the reduction of the unprocessed legacy mixed waste, but is not limited to excavating compacted mixed solid waste which underwent biological degradation, by using suitable Mechanical Sieving Machine or any other equipment and taking all the materials excavated, in the assigned land areas and retrieving, recoverable materials and segregating, sorting, selling, storing, diverting for recycling the excavated materials. The detailed scope of work is specified as follows:

1. Removal of about 1.5 lakhs MT of legacy waste (with a variation of up to +/- 25 %) dumped at the dumpsite in package I through Biomining process within a period of 287 days and disposing the material retrieved from the legacy waste to the recycle/ identified vendors without stacking them at site for not more than 20 (twenty) days, including the cost of electrical consumption and required field arrangements and

finally reclaiming the land occupied by the legacy waste to the useful purpose of Sambalpur Municipal Corporation, Sambalpur Housing & Urban Development Department, Odisha. The Operator must follow zero residue/inert waste model throughout the biomining process. The quantity of legacy waste mentioned herein are indicative, however bidder has to examine the actual quantity as per condition precedent Clause 3.1 (2) and get its approval from competent authority.

2. Setting up of a weighbridge of required capacity or any other suitable system for weighment as approved by Sambalpur Municipal Corporation, Sambalpur Housing & Urban Development Department, Odisha for measurement of legacy waste to be processed. This weighment system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by SMC officials and other competent authorities. For details of weighment system, Clause 3.10 (i) may be seen.
3. Disposal of the recovered material from the legacy waste to the identified vendors without stocking them at site for more 20 days.
4. The Operator shall disintegrate the legacy waste for Bio mining process using the required Bio culture.
5. The Operator shall execute the bio mining process to the legacy waste in complete adherence to the rules and regulation of the Odisha State Pollution Control Board, SWM Rules 2016, CPCB 2019 Guidelines for legacy waste and all other applicable rules and regulations.
6. Stabilization of 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.
7. Excavating the soil which lost its stability due to legacy waste dumping with necessary dewatering works in the portion of the land earmarked and segregate the excavated legacy waste in the land portion earmarked, into as many kinds and categories as possible.
8. Selling, diverting for recycling, marketing and recycling the excavated materials within 20 (twenty days) of segregation, without any accumulation in the storage facility at the projectsite.
9. Creation and maintenance of infrastructure, facilities and amenities at Operator's risk and cost, for sieving the excavated legacy waste and storing the segregated materials before selling/taking out them from the projectsite.
10. Construction of office room facilities for the Project, arrangement for water supply and power supply at the site.
11. Carrying out the entire project work in accordance with the Detailed Plan of Action submitted by the Operator.
12. The Operator is required to submit the action plan for bio mining operations during monsoon period and during emergency situations.
13. 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:

- a. Installation of trommel of required sieve sizes (100 mm, 35mm, 16 mm, 4mm and 1 or 2 mm), shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys
 - b. Engaging chain dozer/ Excavator and loosening the legacy waste.
 - c. Spraying the bio culture over the loosened partially degraded legacy waste and to stabilize the same.
 - d. Spraying deodorizer over the waste as required to control odour.
 - e. Shifting and loading of the legacy waste into the hopper and segregating the materials size wise and type wise by engaging the manpower on both sides of conveyors with proper safety precautions.
 - f. Processing the legacy waste on everyday basis and segregating the recyclables material and the enriched soil, debris like stone etc. Shredding of the remaining non saleable RDF material with plastic etc which has the calorific value of at least to 1500 kcal/kg and converting them into RDF.
 - g. Operator may supply RDF to cement companies and/or for Road making projects subject to distance and quality of RDF.
 - h. Disposal of RDF and aggregates shall be sole responsibility of the Operator.
 - i. Windrow making of partially degraded wastes for stabilization.
 - j. The material collected shall be disposed of by engaging tipper Lorries to the vendors who have identified and made agreement to get the designated recyclable material.
 - k. Other wastes like Hazardous Waste, E-Waste, Bio-medical Waste and Construction & Demolition Waste shall be managed by the Operator as per the guidelines under the relevant rules & regulations as amended from time to time.
 - l. Monitoring and recording all the activities to account for the quantity and quality of recovered materials.
14. 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.
15. The Operator shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
16. Setting up of provision for safe leachate collection, storage, reuse and recirculation and treatment at the site or disposal for treatment outside of site.
17. The operator has to submit Work plan for the quantum of legacy waste to be bio-mined in 300 days (: 4 Lakhs MT (Based on the Survey before signing of the Agreement)
- Effective period:300 days
 - Target within 100 days from Signing of Agreement: 10 % of 4 Lakhs MT
 - Target within 200 days from Signing of Agreement: 55 % of 4 Lakhs MT
 - Target for within 300 days from Signing of Agreement: 100 % of 4Lakhs MT

The Operator has to deploy minimum processing lines in each dumpsite(as mentioned in Clause 2.4) to meet the monthly targets with a backup of at least one processing line to ensure that the above bio-mining targets are achieved. Per day average processing of the Legacy waste should be at least 2000 MT per day in SMC.

The duration of shifts shall be finalized by the Successful Bidder &SMC during the preparation of the Work Plan.

18. Providing security arrangement for the plan project site, machineries, equipment etc.
19. Carry out the work in accordance with the provisions of the Solid Waste (Management & Handling) Rules, 2016, CPCB 2019 guidelines, amended from time to time and all other applicable rules & regulations at the cost of the Operator.
20. Obtaining all required clearances from all statutory authorities at the cost of the Operator.
21. The Operator shall be responsible for the electrical energy consumption process and subsequent remittance payment for the electricity bill.
22. The Operator shall be responsible for the payment towards fleet management in order to dispose the material recovered from the legacy waste.
23. The Operator shall ensure zero residue/inert waste model throughout the bio mining process.
24. The land shall be reclaimed to its original state prior to dumping of waste i.e. all the legacy waste must be removed till it reaches the surface of the original land as per the official map/ records.
25. The Operator shall maintain a record of the daily processed legacy waste measured in the Weighbridge. The Operator shall also keep proper record of the all the legacy waste recovered and disposed of. The Bidder shall prepare all periodical reports, applicable to the Projects, as may be required by SMC, other stakeholders or the State Government etc. on behalf of Sambalpur Municipal Corporation, Sambalpur
26. The monitoring shall be done on a daily basis, but the computation of waste bio-mined shall be on a monthly basis and report to be submitted to SMC.
27. The Operator has to carry out drone mapping every quarter to monitor volumetric reduction of legacy waste and reports shall be submitted along with electronic and automated weighment data of legacy waste processed. (The details regarding drone mapping can be seen in the Article 3.10 (ii) (g).
28. Milestones required to be achieved within the given timeframe are as mentioned below.

S.N.	Activity to be completed	Time Period for Completion
01	Statutory Clearances and Erection and Commissioning of the Plant	Six Months from the date of Work Order
02	To dispose of 10 % of 1.5 Lakhs MT Dumpsite	Within 100 days of Signing of Agreement
03	To dispose of 55 % of 1.5 Lakhs MT Dumpsite	Within 200 days of Signing of Agreement
04	To dispose of 100 % of 1.5Lakhs MT Dumpsite	Within 287 days of Signing of Agreement

Note:

However, if the quantity if waste will be more than 4 (Four)Lakh MT, the Bidder shall be responsible for processing complete legacy waste for which contract period may be extended on pro-rata basis without giving escalation on the tipping fee.

3.3 Performance Security

- a) **Within 30 (thirty) working days after receipt of the Letter of Intent (LOI), the successful Shortlisted Lead Bidder shall submit a Performance Security to the SMC. The Performance Security (Security Deposit) shall be 5 (five) % of the approved project cost and the same shall be in the form of Bank Guarantee from a Nationalized/Scheduled Bank based in Bhubaneswar in favour of the Commissioner Sambalpur Municipal Corporation, payable at Sambalpur and counter guaranteed from local bank as per the format mentioned in Annexure-7.**
- b) Failure of the successful Bidder to comply with the above mentioned requirement shall constitute sufficient grounds for cancellation of the LOI and forfeiture of the Bid Security
- c) On submission of the Performance Security, SMC would duly refund the Bid Security Amount already deposited by the Bidder during the time of submission of proposal, if there is any.

3.4 Contract Period

The Contract period shall be 287 days from the date of Work Order (including mobilization & construction period of 3(three) months and monsoon period) to dispose of about 1.5 Lakh MT of Legacy Waste from the package I Dumpsite through bio mining. However, if the quantity of waste will be more than 2.5 Lakh MT, the Bidder shall be responsible for processing complete legacy waste for which contract period may be extended on pro-rata basis without giving escalation on the tipping fee.

3.5 Project Site

- (a) SMC shall handover the dumpsite to the Operator as per the approved Work Plan. After completion of contract period, within 3 (three) months, the Operator has to completely remove the plant, machineries and equipment from the site and clear the project area. Performance security of the Operator shall be released only after the entire project site has been handed over to SMC and after the defect liability period of one year without encumbrances.
- (b) There shall be no lease of land to the Bidder. He shall only set up the plant on SMC land for scientifically treating the legacy waste and operate it without any interest in land whatsoever. However, SMC shall provide necessary assistance to lenders/bankers/financial institutions funding the project in terms of granting right to entry if there is a need. Such right of entry however shall be restricted to the plant and machinery set up by the Operator and shall under no circumstances be extended to the land. As specified above, there shall be no lease of land to the Operator and hence the question of creation of encumbrances on the land does not arise.
- (c) Initial land requirement of the Operator to set up processing plant and machineries and measuring up to a maximum of 3 acres shall be provided by SMC with natural ground level inside the dumpsite.
- (d) If additional land is required for future expansion of the processing plant, the Operator shall use the land which is recovered (up to a maximum of 2 acres) with prior approval of SMC.
- (e) **Provision for building ancillary facilities:** In case the Operator is required to set up ancillary facilities at site like Fuel storage, DG set etc., SMC may assist the Operator in getting the same installed at site for period of contract only. However, the necessary permissions required are to be obtained by the Operator at his cost. All handling of explosives, including storage, transport shall be carried out under the rules approved by the "Explosives Department of the Government".

- (f) The area of the dumpsite which shall be cleared and cleaned shall remain with SMC.

3.6 Obligations of the Operator

- (a) Prior to the start of project operations, the Operator shall be responsible for obtaining all Statutory Clearances, Permission, Licenses, and Authorizations necessary for the Project at their own cost and Housing & Urban Development Department, Odisha shall provide the assistance accordingly.
- (b) The Operator shall make the necessary changes in the work plan and finalize it as per discussions with SMC.
- (c) Construction and erection of the plant and creation of other allied facilities shall be completed within 6 (six) months from the date of receipt of work order. This shall include the mobilization period and time period required for getting necessary statutory clearances/permissions. After completion of construction and erection of the plant, operation of the plant shall commence which shall be considered as Commercial Operation Date (COD) of the project.
- (d) If required during and for the project, the Operator shall have to manage all type of wastewater as per the CPCB guidelines/SPCB/ any other applicable guidelines.
- (e) The Operator shall observe zero residue/inert model during the process of bio mining of the entire site throughout operation period. Byproducts from such processing viz. recyclables, gas, energy etc shall be the property of the Operator. It is expected that e-waste, hazardous waste and recyclables such as the plastic, glass, metal etc does not in any way form the part of inert waste.
- (f) Inert for Operator would mean non-biodegradable, non-recyclable and noncombustible fraction. Definition of inert shall be as per CPCB 2019 guidelines. However this particular project is aimed at zero inert/residue due to processing of legacy waste.
- (g) The Operator has to obtain all required permissions/NOCs from various authorities like Odisha State Pollution Control Board (OSPCB), in order to process existing SW dumped at SMC Area. SMC may assist the Operator in obtaining these permissions and provide requisite NOC's wherever required without any delays.
- (h) The Operator shall process the legacy waste on a daily basis and the final archive shall not be kept for more than 20 days within the Project Site.
- (i) The Operator shall ensure that all the aspects of project and process employed, for Bio mining thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as SWM rules 2016, policies and guidelines related thereto. The aspects relating to employee and worker safety, control mechanisms of litter, pest, fire, surface runoffs etc., need to be followed.
- (j) The Operator shall hand over all the assets and take back machines/ equipment in connection to this project at the end of the project period at their own cost.
- (k) Arrangement of water and electricity required for the project shall be the responsibility of the Operator at their own cost. SMC shall provide assistance in this regard. However, the cost of usage shall be paid by the Operator as per actuals based on appropriate meter readings from the meters installed.
- (l) The Operator 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.

- (m) Submission of progress report to SMC on daily, monthly and quarterly basis. The monthly and quarterly reports shall be submitted within 7 (seven) days of the subsequent month and quarter respectively.
- (n) Operator shall submit proper material flow analysis with disposal pathways of processed waste periodically to avoid indiscriminate dumping of waste. Every month, cement companies should certify the amount of RDF they have received from the bidder. Valid certificate from concerned party to be submitted on demand.
- (o) The Operator shall submit the Bank Guarantee for Mobilization Advance as well as the Performance Security as per the conditions stipulated in this RFP.
- (p) Environmental Standards:-
 - (i) The Operator has to follow the Environmental Standards as mentioned below
 - a. Air Quality Monitoring: As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - b. Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
 - c. Leachate Treatment must be made as per Solid Waste Management Rules 2016 (SWM Rules 2016), CPCB 2019 Guidelines on Legacy Waste or amendments thereafter with respect to baseline site parameters.
 - d. Odour Monitoring – As per CPCB guidelines ‘Odour Pollution & Its Control May 2008’ or amendments thereafter with respect to baseline site parameters.
 - e. Water Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - f. Aggregate Disposal- As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - (ii) The Operator has to make all the necessary arrangement for 24x7 online monitoring of environmental standards to the extent possible.
 - (iii) The Operator may appoint a Professional Consultant/ Company approved by MoEF&CC / NABET to achieve these standards.
 - (iv) **Hazardous waste:**
The Operator shall segregate any Hazardous waste [as defined in Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008] if existing inside the site and separately earmarked. It is the Operator responsibility to dispose of the same at OSPCB’s approved sites in accordance with Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008 or amendments thereafter.
 - (v) It is the sole responsibility of the operator to abate the odour and fire nuisance on site. The Operator has to use enzyme/herbal based products which shall help to abate the odour and flies nuisance. Necessary fire fighting vehicles shall be arranged to abate the fire nuisance. However, in case of major fire incidence, SMC may assist by providing fire fighting vehicles according to availability at that time. Necessary safety gears shall be provided by the operator to all staff working as per the good industry practice.

- (vi) The Operator shall ensure that material which is to be transported for disposal after scientific processing is not dumped at respective Dumping Ground. They can make necessary arrangement like fencing or any other suitable arrangement as directed by SMC authorities to prevent such events.

3.7 Obligations of Sambalpur Municipal Corporation, Sambalpur

- a) SMC shall approve the Work Plan submitted by the Operator within a period of 21 (twenty-one) days from the date of submission.
- b) Throughout the project period, SMC shall ensure that fresh solid wastes generated in the city are not dumped within the site once handing over of the same is completed.
- c) The SMC shall indemnify the Operator against the baseline environmental conditions of the assigned dumpsite.
- d) The SMC technical committee shall review a comprehensive final completion report of the project prepared by bidder, after the project reaches a stage of substantial completion during the period of the contract. These reports shall be submitted immediately after the completion of the work by the bidder and before taking over by Sambalpur Municipal Corporation, Sambalpur. The report shall incorporate summary of the method of operation, the operation supervision performed, problems encountered, and solutions undertaken thereon. The SMC technical committee for legacy waste shall summarize and consolidate project completion in a single report by incorporating all the key information of the entire operation.

3.8 Terms of Payment

- (i) **Tipping Fee:** SMC shall pay Processing Fee as quoted in the Annexure 12 based on the quantity of Waste processed from the project site on per metric ton basis monthly after obtaining recommendations from Departmental technical committee for legacy waste of SMC.
- (ii) **Mobilization Advance:** Mobilization advance equivalent to 5 (five) % of the approved project cost shall be given by SMC to the Operator in a single instalment against the submission of the following:
 - (a) Irrevocable Bank Guarantee for Mobilization Advance whose value shall be equal to 110 (one hundred and ten) percent of the Mobilization Advance. The Bank Guarantee shall be obtained from any Nationalized/ Scheduled Bank branch based in Bhubaneswar counter guaranteed from local bank.
 - (b) Execution of the Form of Agreement by the parties thereto.
 - (c) Submission of Security Deposit/Performance Bank Guarantee by the Bidder.

The Mobilization Advance shall be paid to the Bidder within 30 (thirty) days after fulfilling all the above requirements under sub items (a) to (c). It shall be calculated as mentioned below:

Mobilization Advance = 0.05 * Approved Project Cost

Wherein:

Approved Project Cost = 1,50,000 (in MT) * Approved Processing Fee for per MT of legacy waste on the project site

The Bank Guarantee/s for the Mobilization Advance shall be valid till the full recovery of the advance is made. The Operator shall use the advance payment only towards expenses for plant and machinery, preliminary site establishment works and to meet expenses required specifically to carry out the works.

- (iii) **Recovery of Mobilization Advance:** Recovery of Mobilization Advance paid against bank guarantee aforesaid, shall be made by deductions from the monthly payments from first 6 running bills in equal installments. If the amount payable under any running bill is not sufficient to cover all deductions to be made on this account and other sums deductible, the balance outstanding shall be deducted from subsequent bills as may be necessary.

(iv) **Certification of Payments / Bills:**

- (a) Payment shall be made to the Operator every month on the basis of weighment of net quantity of input waste processed from each dumpsite.
- (b) The Operator shall receive payment from SMC as per the Agreement and by obtaining and submitting to SMC the certificate from the in-charge officer or site engineer or any other monitoring mechanism decided SMC along with the certification of weighment slips by the in charge officer for each trip of legacy waste weighed.
- (c) The reconciliation of the bills shall be done by the SMC technical committee for legacy waste formed by the SMC before the final bill is submitted for payment.
- (d) The payments to the Operator shall be made on monthly basis as per the following formula:

Monthly Payment = {(Total quantum of Waste processed from the project site per month)* Approved Processing Fee per MT} – Applicable Penalty – Mobilization Advance (if applicable)

- (e) The Operator shall raise monthly invoice by the 7th of the subsequent month and submit to the SMC technical committee for legacy waste SMC technical committee for legacy waste.
- (f) Technical committee for legacy waste, SMC shall evaluate the submitted invoice and inform Operator if any discrepancy or changes/modifications required within 7 working days from the date of receipt of the invoice.
- (g) If any change/modification is prescribed by the SMC technical committee for legacy waste in the submitted invoice, the Operator shall revise the invoice within 7 (seven) working days since the receipt of intimation of such change/modification from SMC technical committee for legacy waste.
- (h) After recommendation for payment of the invoice amount from the SMC technical committee for legacy waste, SMC and on subsequent approval from Competent Authority of SMC, the payment shall be released to the Operator within 45 (Forty Five) working days from the date of submission of the original invoice in accordance with the terms and conditions of this agreement. Partial payments shall be allowed at the discretion of the Competent Authority of SMC.
- (i) **Delay in Payments:** In case SMC fails to make payment due within 45 (forty five) working days from the date of receipt of the original invoice shall carry interest rate of SBI MCLR plus 2 (two) percent from the due date of payment thereof until the same is paid to or otherwise realized by the Operator entitled to the same.
- (j) Beyond 180 days, in case the SMC fails to make any payments due to the Operator without giving any reason, the Operator can issue notice for Termination of the Contract.

(v) **Penalty for Non-Compliance**

Sl. No.	Description of Non-Compliance	Penalty Amount
1	Non-Compliance to SWM Rules 2016, CPCB Guidelines 2019 and guidelines as and when enforced OSPCB on Legacy Waste and other	Rs.1,00,000/- per Incidence per day till compliance is achieved.

Sl. No.	Description of Non-Compliance	Penalty Amount
	Environmental Standards notified by regulatory authorities or as specified in the Contract.	
2	Non provision/ delay in provision of site facilities as per specifications.	Rs. 50,000/- per item per day till compliance is achieved.
3	Non-compliance of Safety Standards, use of Personal Protective Equipment by the Workers.	Rs. 5,000/- per Incidence per day till the compliance is achieved.
4	Failure to process minimum average specified quantity of legacy waste on a daily basis (Computed monthly) excluding the monsoon period as decided in the Work plan	Per day penalty = (Target Qty – Actual Qty) * Processing Fee for per MT of Legacy Waste processed from the Project Site
5	Failure to Submit Progress Report on time	Rs. 10,000/- per incidence
6	Delay in Completion of Project	(Approved Project Cost)/ 300 * Duration of delay in days

(vi) Penalty for Non-Compliance during Monsoon period

Operator shall ensure

- i) All recovered materials shall either be stored under a temporary shed but not more than 20 days or disposed before the onset of monsoon
- ii) No runoff of leachate during monsoon

Penalty of Rs. 50,000/- per incidence per day till compliance is achieved in both the above cases.

(vii) Incentives for Early Completion

The total duration of project including mobilization period and time period required for getting necessary statutory clearances/permissions (effective period) is 36 months. However, in case bidder completes the project before stipulated timeline, incentives will be paid @2.5% of total contract value for every 6 (six) months early completion. The payment on account of this shall be paid after complete bio mining of the legacy waste from the site and bringing the site to its original position.

3.9 Sub-contracting

- i. The Operator may sub-contract any portion of work, up to a limit specified in Clause 1.12.3 (v), with the approval of the Officer-in-Charge but may not assign the contract without the approval of the employer in writing. Sub-contracting does not alter the Operator's obligations.
- ii. The operator shall not be required to obtain any consent from the employer for:
 - a) the Sub-contracting of any part of the works for which the sub-contractor is named in the contract;
 - b) the provision of labour; and
 - c) the purchase of materials which are in accordance with the standards specified in the contract.
 - d) Beyond this if the operator proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:
 - The operator shall not sub-contract the whole of the works.
 - The operator shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve at the operator from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-

contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the operator, his agents or workmen.

- The Employer should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.
- If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the operator so that this arrangement does not alter the operator's liability or obligations under the contract.

Note : *All bidders are expected to indicate clearly in the bid, if they proposed sub-contracting elements of the works amounting to more than 20 percent of the Bid Price. For each such proposal the qualification and the experience of the identified sub-contractor in the relevant field should be furnished along with the bid to enable the employer to satisfy himself about their qualifications before agreeing for such sub-contracting and include it in the contract.*

In view of the above, normally no additional sub-contracting should arise during execution of the contract.

3.10 Weighment System and Monitoring

i. Weighment

The Operator has to set up weighbridge of required capacity or any other suitable system for weighment as approved by SMC for measurement of SW to be processed. This weighment system shall meet following conditions:

- a. It shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by SMC officials and competent authorities.
- b. It shall be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High-Definition IP based cameras in adequate numbers (as directed by SMC) shall be provided by the Operator.
- c. CCTV picture recordings of operation of weighment system with vehicle number shall be provided as and when required by SMC officials and competent authorities. The monitoring of the weighbridge shall be done by SMCs and the details shall be finalized during the preparation of the Work Plan.
- d. All the data acquisition of weighment system comprising weighment of SW to be processed shall be done on real time basis through online on website <http://www.urbanodisha.gov.in> in public domain in view of the transparency of project operations. Dedicated connectivity for both SMC users and citizens shall be provided by the Operator.
- e. In case any malfunction/technical problem in the functioning of weighment system, the same shall be rectified by Operator within period of 24 hrs. Stand by weighbridge shall be kept ready for eventuality.

ii. Monitoring

- a. The plant site shall be properly fenced with one entry and one exit points and all vehicles are RFID tagged installed with On Board Unit (OBU) and GPS enabled to map their movement.

- b. RFID tagged with unique numbering system shall be used for input line, output line and other vehicles engaged in excavation and pre-stabilization.
- c. Boomer shall be installed at entry, exit points and also before just entering input line of the plant.
- d. Fully online electronic, automatic system equipped with PLC and SCADA based monitoring with latest state of the art technology along with backup server facility shall be used for daily monitoring.
- e. CCTV surveillance on each processing line/points, entry and exit points with high definition PTZ camera and further storage of data of pictures of work undertaken on daily basis.
- f. The treatment plant shall be provided with necessary infrastructure like security and access control/s 24x7 throughout the year.
- g. The Operator has to carryout drone mapping at the beginning of the project and after every quarter of a year. Relevant drone software shall be used to create 3D structural models and for volumetric measurements and estimate depth of dump site. The following steps need to be strictly adhered by the bidders.
 - i. Conduct drone mapping at the beginning of the project to create 3D structural models, and to estimate the total volumetric measurements and depth of the dumpsite. This will act as a base line information of the legacy waste site.
 - ii. Repeat drone mapping after every quarter to create the revised 3D structural models. Superimpose this with the previous 3D structural models to find out the volumetric reduction and also reduction in depth.
 - iii. Use weight density of 0.8 MT/Cum to calculate the quantity of reduction in Metric Ton.
 - iv. Submit the quantity reduction data in Metric Ton and full report along with electronic & automated weighment data of legacy waste processed, CCTV footage etc. to process payment.
 - v. If the quantity of reduction in Metric Ton arrived through drone mapping is within 5% of weighment through weighbridge, then the payment made based on weighbridge weight shall be considered as final. However, if the quantity of reduction in Metric Ton in drone mapping is beyond 5%, the payment on account of difference beyond 5% shall be recovered from the next bill.

3.11 Quality Control

- (a) **Identifying defects:** The Employer shall check the Operator's work and notify the Operator of any Defects that are found. Such checking shall not affect the Operator's responsibilities. The Employer may instruct the Operator to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.
- (b) **Tests:** If the Employer instructs the Operator to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Operator shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event. Test/s related to presence of methane while operations shall be conducted using online methane analyzer, in addition to this any additional test related to presence of excessive leachate or hazardous material may be proposed.
- (c) **Correction of defects**
 - (i) The Employer shall give notice to the Operator of any Defects before the end of the Defects Liability Period, which begins at Completion and continue till end of one year. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

- (ii) Every time notice of a Defect is given; the Operator shall correct the notified Defect within the length of time specified by the Employer's notice.
- (d) **Uncorrected defects** :If the Operator has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Operator will pay this amount

3.12 Force Majeure

The project operation is subject to Force Majeure conditions as under:

If at any time, during the currency of the contract, the performance in whole, or part by either party or any obligation under the contract shall be prevented or delayed by reasons of anywar, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God, provided notice of the happening of such events is given by either party to other, within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such on-performance or delay in performance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.

3.13 Termination

- a) Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the SMC has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- b) Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Section Three.
- c) Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the SMC shall, by a notice in writing have the right to terminate the Contract and all the Successful Shortlisted Bidder's rights and privileges hereunder, shall stand terminated forthwith.
- d) Termination on breach of contract: A breach by the Successful Bidders of its obligations hereunder and such breach not being rectified by the Successful Bidders within 30 working days of receipt of the SMC's notice intimating such breach. Upon termination, the Successful Bidders shall surrender all the data, material and assets belonging to the SMC.
- e) Termination for delay: Successful Bidders shall be required to perform all activities/services as per this conditions and specifications. If the Successful Bidders fails to do so, the SMC shall give a written notice to fulfill the applied conditions and specifications within the next 30 working days, failing which the Contract is liable for termination.
- f) Consequences of termination: In all cases of termination herein set forth, the obligation of the SMC to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

3.14 Disputes Resolution

- a) The SMC and the Bidders shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with this RFP Document.

- b) If, within 30 (thirty) days from the commencement of such informal Negotiations, Parties are unable to resolve the dispute amicably, they shall refer the dispute to an Arbitral Tribunal consisting of three arbitrators, one each appointed by the SMC, and the Operator and the two arbitrators together appoint a third arbitrator who shall act as the presiding arbitrator. The decision of the Arbitral Tribunal shall be final and binding on both the parties in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.
- c) All Arbitration proceedings shall be held at Sambalpur and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

3.15 Insurance:

- (i) The Operator shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the SMC and the Operator, (cover from the first working day after the Start Date to the end of Defects Liability Period), to an amount as per Annexure 16:
 - (a) For loss of or damage to the Works, Plants and Materials and the Operator's equipment.
 - (b) For liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Operator's performance of the Contract including the Operator's liability for damage to the SMC's property other than the Works.
 - (c) For liability of both Parties and of any SMC's representative for death and injury to the Operator's personnel except to the extent that liability arises from the negligence of the SMC, any SMC's representative or their Employees.
- (ii) Policies and certificates for insurance shall be delivered by the Operator to the SMC for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.
- (iii) If the Operator fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the SMC may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Operator. If no payments are due, the payment of the premiums shall be a debt due.
- (iv) Alterations to the terms of insurance shall not be made without the approval of the SMC.
- (v) Both Parties shall comply with any conditions of the insurance policies.

3.16 Miscellaneous

- (a) SMC may delegate any of his duties and responsibilities to other people after notifying the Operator and may cancel any delegation after notifying the Operator.
- (b) Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- (c) The Operator shall cooperate and share the Site with other Operators, public authorities, utilities, and SMC as and when required.

- (d) The Operator shall employ the technical personnel (of number and qualifications) as may be stipulated by Govt. of Odisha from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated in the approved Work Plan.
- (e) If the SMC asks the Operator to remove a person who is a member of the Operator's staff or his work force stating the reasons, the Operator shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- (f) SMC is responsible for the excepted risks which are:
 - (a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Operator or his Sub-Operators arising from the conduct of the Works; or
 - (b) A cause due solely to the design of the Works, other than the Operator's design; or
 - (c) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Operator:
 - (i) Could not have reasonably foreseen; or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
 - (A) Prevent loss or damage to physical property from occurring by taking appropriate measures
 - (B) Insure against such loss or damage
- (g) All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Operator. The Operator or its sub-contractor shall indemnify SMC any eventuality or mishappening that may arise due to any reason during the course of execution of the contract.
- (h) The Operator, in preparing the tender, may refer to the investigation reports as annexed in the Annexure, supplemented by any information available to the Tenderer on its own. However, the Tenderers are requested to investigate at their end for the completeness and correctness of the information. The SMC shall not be responsible for any lack on information for filling/execution of the Tender.
- (i) Approval by the Employer:**
 - (a) The contactor shall submit the specifications and the drawings showing the proposed works and Temporary Works as required to the Employer, who is to approve them if they comply with the Specifications and Drawings.
 - (b) The Operator shall be responsible for the design of the Works.
 - (c) The Employer's approval shall not alter the Operator's responsibility for design of all the project's work including Temporary Works
 - (d) The Operator shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

- (e) The Operator shall submit the working Drawings for all the works under the contract as applicable or required.
- (f) All Drawings including prepared by the Operator for the execution of the permanent or temporary Works, are subject to prior approval by the Employer before their use.
- (j) **Safety :**The Operator shall be responsible for the safety of all activities on the Site.
- (k) **Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Operator is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.
- (l) **Access to the Site:** The Operator shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
- (m) The Operator shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

SECTION IV

Annexure – 1 Covering Letter Format

(The covering letter is to be submitted by the Shortlisted Company or the Lead Member of a Joint Venture/Consortium/Group, along with the Envelope A of the RFP)

Date: Place:

To,
Commissioner.
Sambalpur Municipal Corporation
Durgapalli,
Sambalpur-768006

Subject: Request for proposal for Bio mining of Legacy Waste at the Existing Dumpsite in Sambalpur Municipal Corporation, Sambalpur

Respected Sir,

We hereby confirm the following:

1. The RFP is being submitted by *(name of the Company)* who is the Bidding Company / the Lead Member of the Joint Venture/Consortium/Group comprising *(mention the names of the entities who are the consortium members)*, in accordance with the conditions stipulated in the RFP Document. *(In case of a Joint Venture/Consortium/Group)* Our RFP includes the Letter(s) of Acceptance in the format specified in the RFP Document, and the MoU (as per the principles stated in the RFP Document) between, _____ *(mention names of the entities that are the members)*, who are the members (s) as per the conditions stipulated in the RFP Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by SMC and in any subsequent communication sent by SMC. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent communications from SMC.
3. The information submitted in our RFP is complete, is strictly as per the requirements as stipulated in the RFP Document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our RFP.
4. We confirm that our Commercial RFP does not contain conditions.
5. The Company / Joint venture/Consortium/Group of which we are the Lead Member *(Please strike out whichever is not applicable)*, satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP Document.
6. A Power of Attorney from the Company/Lead Member authorizing the undersigned as the Authorized Representative, Signatory and Contact Person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc., in respect of the Project is included as a part of the Proposal.

For and on behalf of:

Signature:

(Authorized Representative and Signatory)
Name of the Person & Designation

Encl. Power of Attorney

Annexure – 2 Letter of Commitment Format

(The Letter of Commitment is to be submitted by the Key Person(s) of the Company/ Lead Member of the Group/Joint Venture/Consortium)

Date:

Place:

To,

Commissioner,
Sambalpur Municipal Corporation
Durgapali, Sambalpur
PIN-768006
Dear Sir,

Subject: Request for proposal for Bio mining of Legacy Waste at the Existing Dumpsite in Sambalpur Municipal Corporation, Sambalpur

This has reference to the RFP being submitted by _____ (*mention the Lead Member of the Group/Joint Venture/Consortium*), as Lead Member of the Group/Joint Venture/Consortium comprising (*mention name(s) of the Members*) in respect of the RFP issued by the SMC dated.....

Please in response to the RFP issued by the SMC dated.....

We hereby confirm the following:

1. We _____ (*name of the Key Person*), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:
 - The RFP Document issued by SMC;
 - All subsequent communications between SMC and the Bidders, represented by _____ (*name of the Company or of the Lead Member in case of a Group/Joint Venture/Consortium*);
 - (*applicable only for a Joint Venture/Group/Consortium*) the MoU signed between/among _____ (*name(s) of Members*); and
 - The RFP being submitted by _____ (*name of the Company or of the Lead Member in case of a Joint Venture/Consortium/Group*).
2. We have satisfied ourselves regarding our role as _____ (*here give a brief description of the role*) in the Project as specified in the RFP Document. If _____ (*name of the Company/Group/Joint Venture/Consortium*) is awarded the Project we shall perform our role as outlined in the RFP Document the best of our abilities.
3. The nature of our legal relationship with the Company / Lead Member of the Joint Venture / Group / Consortium, is specified in the RFP document, as per the requirements stated in the RFP Document.
4. We undertake to support _____ (*name of the Company / Lead Member, for which the Letter of Commitment is being furnished*) in respect of the roles _____ (*briefly define the roles of the Company / Lead Member*) as detailed in the RFP Document being submitted by _____ (*name of the company or of the Lead Member in case of a Joint Venture/Group/Consortium*).
5. We therefore request SMC to consider our strengths, our experience, and our track record as specified in the RFP Document pursuant to the conditions specified in the RFP Document, for the purposes of evaluation of the Minimum Eligibility Criteria.

For and Behalf of the Company

Signature of the Authorized Signatory

Name:

Designation:

Annexure – 3 Description of the Bidder

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters and its branch office(s) if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) of the Bidder who shall serve as the point of contact/ communication for the Authority/ SMC:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number- Landline: Mobile:
 - f) E-Mail Address:
 - g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number- Landline: Mobile:
 - e) Fax Number:
5. In case of a Consortium:
 - a) The information above (1-4) should be provided for all the Members of the Consortium/ JV.
 - b) A copy of the Jt. Bidding Agreement, as envisaged in Annexure 17 should be attached to the Application.
 - c) Information regarding the role of each Member should be provided as per table below:

Sl. No	Name of the Member	Role*	Percentage of Equity in the Consortium**
1			
2			

*Role of each member, as may be determined by the Bidder, should be indicated in accordance with Joint Bidding Agreement (Annexure16)

** The percentage of equity should be in accordance with the Joint Bidding Agreement (Annexure16)

d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium/ JV:			
No.	Criteria	Yes	No
1	Has the Bidder/ constituent of the Consortium/ JV been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project ?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application		

Bidder has to submit affidavit from notary regarding above declaration if answer to 1 is no. If in future, if the affidavit is found false, his contract is liable to be terminated and legal action will be taken as per the law.

Annexure – 4 Format of Power of Attorney for Signing of Bid

(On stamp paper of appropriate value)

POWER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for “Bio mining of Legacy Waste at the Dumpsite in Sambalpur)” including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the SMC, representing us in all matters before the SMC, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with the SMC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract with the SMC.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE - NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20__.

For _____

(Signature)

(Name, Title and Address)

Witnesses:

1.

2. _____ Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ii. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

Annexure - 5: Power of Attorney for Lead Member of Consortium/ JV

Whereas the Commissioner Sambalpur Municipal Corporation Sambalpur on behalf of “the SMC” has invited bids for the ‘Bio mining of Legacy Waste at the Dumpsite in SMC Sambalpur

Whereas,

.....and

(collectively the “Consortium”/ “JV”) being Members of the Consortium/ JV are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium/ JV to designate one of them as the Lead Member with all necessary power and SMC to do for and on behalf of the Consortium/ JV, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at and M/s. , having our registered office at , [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s , having its registered office at , being one of the Members of the Consortium/ JV, as the Lead Member and true and lawful attorney of the Consortium/ JV (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium/ JV and any one of us during the bidding process and, in the event the Consortium/ JV is awarded Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium/ JV, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bid Formats, bids and other documents and writings, participate in bidders” and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium/ JV and generally to represent the Consortium/ JV in all its dealings with the SMC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s/ JV’s bid for the Project and/ or upon award thereof till the formal agreement with the SMC.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER
OF ATTORNEY ON THIS DAY OF _____

20**.

For _____

(Name & Title)

For _____

(Name & Title)

Witnesses:

1.

2.

(Executants)

3.

(Executants)

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

Notes:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ii. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

Annexure – 6: Format for Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for the project, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti- competitive.

We further confirm that we have not offered nor shall offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.

Dated this Day of, 2022

.....

(Name of the Bidder)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

Note:

- a. *On the Letterhead of the Bidder*
- b. *To be executed by all members in case of Consortium*

Annexure – 7: Bank Guarantee in Lieu of Performance Security for Work

THIS INDENTURE made thisday of20....

BETWEEN

THE.....BANK incorporated under the English/Indian Companies Act and carrying on business in Bhubaneswar (hereinafter referred to as 'the bank' which expression shall be deemed to include its successors and assigns) of the first part

.....
.....
Inhabitants carrying on business at.....in
Bhubaneswar under the style and name of Messrs.
.....

..... (hereinafter referred to as 'the Bidders') of the second part Shri.....

.....
The Commissioner, for Sambalpur Municipal Corporation, Sambalpur which expression shall be deemed, also to include his successor or successors for the time being in the said office of Commissioner, Sambalpur Municipal Corporation of the third part and SAMBALPUR MUNICIPAL CORPORATION, SAMBALPUR (hereinafter referred to as 'the Corporation') of the forth part WHEREAS the Bidders have submitted to the Commissioner, Sambalpur Municipal Corporation, tender for the execution of the work ofand the terms of such tender/contract require that the Bidders shall deposit with the Commissioner Sambalpur Municipal Corporation as Performance Security Deposit a sum of Rs..... (Rupees.....)

AND WHEREAS if and when any such tender is accepted by Commissioner, Sambalpur Municipal Corporation, Sambalpur, the contract to be entered into in furtherance thereof by the Bidders shall provide that such deposit shall remain with and be appropriated by the Commissioner, Sambalpur Municipal Corporation, Sambalpur towards the Performance Security Deposit to be taken under the contract and be redeemable by the Bidders, if they shall duly and faithfully carry out the terms and provisions of such contract and shall duly satisfy all claims properly chargeable against them thereunder

AND WHEREAS the Bidders are constituents of the Bank and in order to facilitate the keeping of the accounts of the Bidders, the Bank with the consent and concurrence of the Bidders has requested the Commissioner, Sambalpur Municipal Corporation, Sambalpur to accept the undertaking of the Bank hereinafter contained in place of the Bidders depositing with the Commissioner, Sambalpur Municipal Corporation Sambalpur the said sum as Performance Security Deposit as aforesaid AND

WHEREAS accordingly the Chief Engineer-cum- Additional Secretary has agreed to accept such undertaking. NOW THIS AGREEMENT WITNESSES that in consideration of the premises, the Bank at the request of the Bidders (hereby testified) UNDERTAKES WITH the Commissioner Sambalpur Municipal Corporation, Sambalpur to pay to the Commissioner Sambalpur Municipal Corporation, Sambalpur upon demand in writing, whenever required by him, from time to time, so to do, a sum not exceeding in the whole Rs..... (Rupees.....) under the terms of the said tender and/or the contract. The B.G. is valid upto "Notwithstanding anything what has been stated above, our liability under the above guarantee is restricted to Rs..... only and guarantee shall remain in force upto unless the demand or claim under this guarantee is made on us in writing on or before all your right under the above guarantee shall be forfeited and we shall be released from all liabilities under the guarantee thereafter."

IN WITNESS WHEREOF

WITNESS (1)

Name and

.....

....

Address

.....

....

.....

....

WITNESS (2)

Name and the duly constituted Attorney

Manager

Address

.....

....

The Bank and the said Messers

..... (Name of the Bank)

WITNESS (1) Name

And

Address

.....

WITNESS (2) for Messers

Name and (Name of the Bidder)

Address

.....

Annexure – 8: Bid Security Declaration Form

in Sambalpur

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions , bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Annexure – 9: Annual Turnover Certificate

Sole Bidder Name/ Consortium Member/ JV Member Name:

S. No.	Financial Year	Annual Turnover (INR) in Crores
1.	2019-20	
2.	2020-21	
3.	2021-22	
Average		

Net Worth	INR in Crores
As on Dt. 31.03.2022	

Name of the auditor issuing the certificate:

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, Name and Designation of the Authorized Signatory for the Auditor's Firm)

Note:

- Sole Bidder/ all the consortium members need to submit copy of the audited financial statements for the above mentioned three financial years.
- Turnover certificate should be issued by the Statutory Auditor/Chartered Accountant with UDIN

Annexure –10: Draft Article of Agreement for the Execution of Works

Tender No..... Due on.../.../.....

**Standing Committee Resolution No..... of..... / Mayor's/Municipal Commissioner's
Sanction No. Dated.....**

Contract for Carrying out work of

During the period from.....to.....

THIS AGREEMENT MADE ON THIS.....Day of..... Two Thousand
Between..... (Partner /Proprietor's Full Name) in habitant/s of, carrying on
business at
in..... under the style and name of Messers for and on behalf of
Himself / themselves, his / their heirs, executors, administrators and assigns (Hereinafter called = the Bidder/s') of
the FIRST PART

and.....Shri/Smt. the
Commissioner, Sambalpur Municipal Corporation Sambalpur in which expressions are included unless such
inclusion is inconsistent with the context or meaning therefore include any officers of Sambalpur Municipal
Corporation, Sambalpur authorized by the Sambalpur Municipal Corporation and shall also include their successors
& assign / assignee for the time being holding office, of the SECOND PART

WHEREAS the Commissioner, Sambalpur Municipal Corporation, Sambalpur a in pursuance of the power vested in
him / her, invited RFP for the work of..... and / or certain work mentioned in
the schedule /specification here to annexed.

AND WHEREAS the Bidder/s has/have submitted Tender for the said work and his / their said Tender was accepted
by the Commissioner Sambalpur Municipal Corporation, Sambalpur, with the approval of the Mayor/ Standing
Committee/ Execution Committee of the Corporation on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Bidder/s has / have paid deposit of Rs...../-
(Rupees.....) in the office of as
Performance Security for the due and faithful performance of this contract OR has / have furnished the General
Undertaking and Bank Guarantee for Rs...../- (Rupees.....
.....) of Bank, for the payment inter-alia of the said amount of the Performance Security
Deposit in the office of for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as
follows:-

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the
General Conditions of Contract for works hereinafter referred to. The following documents shall be deemed to form
and be read and construed, as part of this agreement viz.

a) The said RFP and Letter of Intent (LOI) b) The Scope of Work c) Conditions of Contract as specified in the RFP
for Works of the Sambalpur Municipal Corporation Sambalpur as amended up to date. d) Performance Security
Deposit e) Annexures) Corrigendum/Addendum/Pre-bid clarification g) Operator bid h) Any other document listed in
the annexure as forming part of the contract.

In consideration of the payments to be made by the Commissioner, Sambalpur Municipal Corporation to the Bidder
as hereinafter-mentioned the Bidder hereby covenants with the Commissioner Sambalpur Municipal Corporation,
Sambalpur to complete the Works / Supply in all respects with the provision of the contract.

The Commissioner , Sambalpur Municipal Corporation hereby covenants to pay to the Bidder in consideration of the completion of the works/ supply the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE of the parties hereto have caused their respective common seals to be hereto affixed (or hereunto set their respective hands and seals) the day and year above written.

Signed and delivered by the Bidders

.....

.....

In the presence of Trading under the name & style of

..... Full

Name

Address Bidders

.....

.....

Signed by the Commissioner, Sambalpur Municipal Corporation, Sambalpur in the presence of.....

.....

(1) (1)

.....

(2) (2)

.....

Annexure – 11: Initial Implementation & Operation Plan (IOP)

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

The IOP shall also be in compliance with the applicable laws, including the CPCB 2019 Guidelines, SWM Rules 2016. The Operator shall on principle follow the IOP for execution during the entire project period after due approval from competent authority of SMC. However, the risk of successful project operation and execution shall completely lies with the Operator.

The bidders shall design the IOP for the Project Scope covering the following items, in not more than 100 pages:

Sl. No.	Components	Weightage
A	Bio mining Action Plan	
1.	Project Understanding	1
2.	Approach and Methodology for Project Operations	1
3.	Procurement Plan, Equipment, and Manpower Deployment Schedule including organization chart	1
4.	Takeover Plan	1.
5.	Monsoon plan	1
6.	Fire Management, Leachate Management Plan & Inert Management Plan if any, QA & QC Plan & EHS Plan	1
7.		
8.	Disaster Management Plan	1.
9.	Action Plan for Complaint Redressal System	1.
10.	Implementation Schedule and Action Plan for MIS	1.
11.	Monitoring and Reporting plan ToH&UDD	1.
12.	Operation & Maintenance Plan	1.
13.	Environment, Health and Safety (EHS) Plan	1.
14.	Business Plan	2.
15.	Risk Assessment	1.
B	Bio-Earth and RDF Disposal Plan	5
C	MoU with Cement plants for Disposal of RDF	5
Total		25

A. Bio mining Action Plan**1. Project Understanding**

The Bidder shall provide their understanding of the Project with respect to the Project Area and Scope of Work. The bidders have to clearly state the roles and responsibility of the lead bidder and JV partner in the project activities along with the timelines.

2. Approach and Methodology for Project Operations

The Bidder shall provide their methodology with timeline for carrying out Project Operations as specified under Project Scope. The Bidder may request for any additional data from the SMC or can generate on his own. The Bidder shall provide a broad process flow chart for Project Operations. The Bidder shall also specify their methodology for segregation of different fractions, leachate management & inert disposal if any. This project strictly aim at zero inert/residue due to processing of legacy waste. The Bidder shall also provide sample calculations for estimating infrastructure and manpower requirement. The Bidder shall adhere to CPCB 2019 Guidelines, the SWM Rules, 2016 and CPHEEO Manual while formulating methodology for Project Operations. A Comprehensive Aggregate Disposal Plan covering activities like Removal, Segregation, Processing, Transportation, Disposal in a scientific manner shall be submitted as well.

3. Procurement Plan, Equipment, and Manpower Deployment Schedule including organization chart

The Bidder shall provide Procurement Plan, Equipment (minimum as specified in Clause 2.4) and Manpower Deployment Plan for Project Operations as well as and Installation & Commissioning Plan to achieve Commercial Operation Date (COD). The Procurement Plan shall include the details of Project Asset to be deployed including asset type, capacity, specifications and manufacturer. The Manpower Deployment Plan shall include details on type of manpower (skilled/unskilled/driver), no. of manpower and the source. The Bidder shall provide procurement and deployment schedule in Gantt chart inclusive of replacement of Project Assets during the entire project period. The bidder shall also detail out the Installation & Commissioning Schedule in proper format.

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

Sl. No.	Position	No.	Role and Responsibility	Educational Background	Experience
1					
2					
N					

4. Takeover Plan

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

5. Operation Plan in Monsoon Period

The Bidder shall define the plan of operation and management during the Monsoon period during the Project Period.

6. Fire and Leachate Management Plan

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

7. Disaster Management Plan

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

8. Action Plan for Complaint Redressal System

The Bidder shall provide a broad outline for setting up Complaint Redressal System. The Bidder shall provide the infrastructure and manpower requirement for the setting up of Complaint Redressal System. The Bidder shall also specify the support required from the SMC in setting up of the System. The Bidder shall propose their innovative ways of effectively dealing with Complaints. The Bidder can also provide their successful experience in previous projects.

9. Implementation Schedule and Action Plan for MIS

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

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

10. Monitoring and Reporting to SMC

Bidder shall explain the regular monitoring and reporting plans about the operations to SMC.

11. Operation & Maintenance Plan

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

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

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

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

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

12. Environment, Health and Safety (EHS) Plan

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

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

13. Business Plan

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

the following structure:

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

14. Risk Assessment

Bidder shall identify and assess the risk in the project and suggest the consideration to address those risk for the successful implementation of the project.

B. Bio-Earth and RDF Disposal Plan

Bidder to submit the detailed action plan for Bio-Earth and RDF Disposal plan

C. MOU with Cement plants for Disposal of RDF
Bidder to get an Agreement from one or more industries to prove commitment for timely disposal of RDF. The validity of the agreement to be till the end of the duration of the project from one or more industries to show the commitment of timely disposal of RDF.

Annexure – 12: Financial Bid Format

(To be submitted separately on the Letter Head of the Lead Member/single entity)

To

Date: ____

Commissioner,
Sambalpur Municipal Corporation
Durgapali
Sambalpur-768006

Dear Sir,

Sub: Financial Bid for RFP Reference No. dated for Bio mining of Legacy Waste at the Dumpsite in Sambalpur.

Having gone through this RFP document and the outline terms and condition, and having fully understood the Scope of Work for the Project as set out by the SMC, Sambalpur in the RFP document. Based on the site visit to the dumpsite and preliminary studies, we have prepared the financial bid.

- 1) I/We are pleased to inform that I/We would demand the Quote of Rupees------(In words-Rupees-----) exclusive of GST as processing fees to process per MT of legacy waste on the project site as per the terms and conditions set out in the RFP along with our preliminary studies conducted at the dumpsite.
- 2) I/We agree that the Quote shall not be subject to revision throughout the project period.
- 3) I/We confirm that in case of discrepancy in Figures and Words for the Amount Quoted, the amount quoted in words shall be considered.
- 4) We confirm that, the information submitted in our Financial Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Financial Bid.
- 5) I/We confirm that our Bid shall be valid for a period of 180 (one hundred and eighty days) and we shall extend the Bid validity as desired by the SMC, and it shall remain binding upon us.
- 6) I/We confirm that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- 7) I/We confirm that I/We have examined and have no reservations to the RFP Document, including Addendum issued by you.
- 8) I/We confirm that I/We shall submit the supporting financial model, cost estimate and various financial assumptions in support of this Financial Bid.

- 9) We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Bid and as required to Design, Build, Operate and Transfer the Project, in the event that we are finally selected.
- 10) I/We confirm that, as per the RFP condition, we shall be obliged to all the terms and conditions of the RFP.

Yours Faithfully,

For and on behalf of (name of bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

Note: Bidders to note the following while submitting the Financial Bid. The following details shall be produced if requested by the SMC.

- i. The Financial Bid shall necessarily include the assumptions made by the Bidder while arriving at the quoted Financial Bid. The Bidder has to provide details of calculations made in arriving at this Financial Bid. The SMC may examine the details provided and ask for additional information, if required.*
- ii. The values in Financial Bid shall be neatly typed. Any handwritten Financial Bid with overwriting shall be liable for rejection.*
- iii. The quoted amount must include two places of decimals.*

Financial Bid Annexure-I***

Year	Capital Expenditure (Rupees in Crores)	Capital Expenditure in words (Rupees in Crores)
1.		
2.		
3.		
4.		
Year	O&M Expenditure (Rupees in Crores)	O &M Expenditure in words (Rupees in Crores)
1.		
2.		
3.		
4.		
Year	Revenue Generation from sale of bio-mined fractions (Rupees in Crores)	Revenue Generation from sale of bio-mined fractions (Rupees in Crores)
1.		
2.		
3.		
4.		

Yours Faithfully,

For and on behalf of (name of bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

***The values disclosed in the table shall not be considered for determination of the successful bidder. However, the SMC reserves the right to solicit information, computation methodology or any other information for the values mentioned in the table.

Signature of Authorised Person

Name

Designation

(Seal of the Sole Bidder/ Lead Bidder)

Annexure - 13: Format for Technical Experience

Sl.No.	Project Name	Client Name	Project period	Project Start Date	Ongoing/ Date of Completion	Total Quantity of waste processed in actual or to process as per the agreement (in MT*)	Average Quantity of waste processed per day (in MT*)
1.							
2.							
N							
	TOTAL					[sum of total quantity of waste processed or to process in all the projects]	

Date:

(Signature of the authorized signatory)

Name

Designation

Note:

- for every ongoing project, submit copy of contract agreement
- for every completed project submit the client certificate stating all the above information also as per Clause 2.4
- If the Bidder has Work Experience Certificates in volume (meter cube) then 0.8 MT shall be considered to be equal to 1 meter cube for evaluation purposes.

Annexure – 14: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium/ JV)

Ref.

Date:

To,

Commissioner
Sambalpur Municipal Corporation
Durgapali,
Sambalpur-768006

Dear Sir,

We hereby confirm that we/ our members in the Consortium/JV (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (Insert member's name) shall act as the Lead Member of our consortium*

We have agreed that (Insert individual's name) shall act as our representative/ shall act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking
you,

Your's faithfully,

(Signature, Name and designation of the authorized signatory)

For and on behalf of.....

** Please strike out whichever is not applicable.*

Annexure-15: Joint Bidding Agreement

(To be executed on Stamp paper of Rupees 100 (One Hundred) value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST and SECOND are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS

- B. The Sambalpur Municipal Corporation, Sambalpur is the nodal agency for ensuring proper and planned growth of cities and towns with adequate infrastructure, amenities and services provided to the citizens] (hereinafter referred to as the “SMC” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bid”) by its Request for Proposal No. dated (the RFP”) (the “Project”).
- C. The Parties are interested in jointly bidding for the Project as members of a Consortium/JV and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- D. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning as specified thereto under the RFP.

2. **Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates

3. Covenants

The Parties hereby undertake that in the event the Consortium/JV is declared the Successful Bidder and awarded the Project, it shall incorporate the Special Purpose Vehicle (the SPV) registered under the Indian Companies Act, 1956/2013 for entering into a Contract with the SMC and for performing all its obligations as the Operator in terms of the Contract for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Technical Member acting as the Lead Member of the Consortium/JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium/JV during the Bidding Process and until the Appointed Date under the Contract when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be the Other Member of the Consortium/JV

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement.

6. Shareholding in the SPV

- 6.1 The Parties undertake that the Lead Member (the “Lead Member”) shall have an equity share holding of at least 51 % (fifty-one per cent) of the paid-up equity of the SPV.
- 6.2 The Parties agree that the proportion of shareholding among the Parties in SPV, shall be as follows:
First Party:
Second Party:
- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements and minimum shareholding set forth in the RFP.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and SMC to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and SMC to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and shall not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;

- iii. violate the memorandum and articles of association, by- laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, contract, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. **Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Project Completion is achieved under and in accordance with the RFP, in case the Project is awarded to the Consortium/JV. However, in case the Consortium/JV is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement shall stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the SMC to the Bidder, as the case may be.

9. **Miscellaneous**

- i. This Joint Bidding Agreement shall be governed by laws of India.
- ii. The Parties acknowledge and accept that this Agreement shall not be amended by the

Parties without the prior written consent of the SMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
behalf of For and on behalf of
LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED For and on

SECOND PART by:

(Signature)

(Signature) (Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and SMC to execute this Agreement on behalf of the Consortium/JV Member.

Annexure -16: Insurance Requirements

Insurance requirements are as under:

Sl. No.	Type of Cover	Minimum Cover of Insurance
(i)	Works and of Plant and materials	Contract Price plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance	
	(a) for Third Party	Rs 50.00 Lakhs per occurrence with number of occurrences unlimited
	(b) for Operator's employees or labour	In accordance with the statutory requirements applicable to Odisha
(v)	Other insurances	As per contract requirement

Annexure -17: Letter of Intent

(Letterhead of the SMC)

_____ [date]

To: _____ [name and address of the Operator]

Dear Sir(s)

This is to notify you that your Bid dated _____ for work Bio mining of Legacy waste at the Dumpsite in “[insert name of the work]” on item rate basis involving execution of works _____ [Name of the contract and RFP reference number] for the processing fees per MT of legacy waste of Rupees _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders¹ is hereby accepted by our Agency.

We note that as per bid, you do not intend to subcontract any component of work

(Or)

We note that as per bid, you propose to employ _____ as sub-contractor for executing _____

(Delete whichever is not applicable)

You are hereby requested to furnish Performance Security in the form detailed in Clause 3.3 (a) for an amount of Rs. within 30 days of the receipt of this letter of acceptance and sign the contract failing which action as stated in Clause 3.3 (b) will be taken.

Yours faithfully,

Authorized Signature
Commissioner
Sambalpur Municipal Corporation
Sambalpur

¹ Delete "corrected and" or "and modified" if only one of these actions applies. Delete "as corrected and modified in accordance with the Instructions to Bidders" if corrections or modifications have not been effected.

Annexure -18: Issue of Notice to Proceed with the Work

(Letterhead of the SMC)

_____ (date)

To

_____ (name and address of the Operator)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in Clause 3.3 (a) and signing of the contract agreement for the work Bio mining of Legacy waste at the Dumpsite in “[insert name of the work]” on item rate basis involving execution of works @ a Bid Price of Rs. _____ per MT of legacy waste, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Commissioner,
Sambalpur Municipal Corporation
Sambalpur

Annexure -19: Format of Agreement with the Cement Plant/s

(To be executed on Stamp paper of Rupees 100 (One Hundred) value)

THIS AGREEMENT is entered into on this the day of, 20.....

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns), through its duly authorized representative, _____ and who is duly authorized/ empowered to sign and execute this AGREEMENT

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns), through its duly authorized representative, _____ and who is duly authorized/ empowered to sign and execute this AGREEMENT

The above-mentioned parties of the FIRST and SECOND are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

Whereas The first party has its cement plant at _____ (location and address) and is operating the plant since _____ (Year) and accepting RDF of required quality as per standard applicable to cement plant.

Andwhereas the Second Party has own the bid for Bio mining of Legacy Waste at the Dumpsite in Sambalpur Municipal Corporation through competitive bidding process.

Andwhereas the Second Party has a commitment towards disposal of RDF recovered during the entire project duration of bio mining, a fulfilment towards minimum eligibility criteria to sign the agreement with its client Commissioner, Sambalpur Municipal Corporation, Sambalpur, Odisha

Nowtherefore the First Party with approval of its competent authority agreeing to receive and dispose RDF recovered during the entire project duration of bio mining with approved quality and standard as applicable to cement plant on following terms and conditions.

TERMS AND CONDITION OF THE AGREEMENT

- 1.
- 2.

IN WITNESS WHEREOF BOTH THE PARTIES signed and executed this agreement in presence of the following witnesses at _____ (place name) on _____ day of _____, 2022.

WITNESSES

(1) _____ (Authorized Signatory of the First Party)

(2) _____ (Authorized Signatory of the Second Party)