

XXXXXX11 - SWM DMU-05/19

100

NO=24763

DT=07.09.19



Bhubaneswar Municipal Corporation

Progress through Partnership for better Bhubaneswar

Adv. No:

Date:

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)

BMC wishes to invite Proposals for "Blomining of Legacy Waste at the Dumpsite in Bhuasuni, Bhubaneswar" in conformity with the Terms & Conditions detailed in the RFP. It is a three stage two envelopes bidding process (Envelope 1 - Technical Bid and Envelope 2 - Financial Bid). Interested Operators may refer to Website www.bmc.gov.in for details and download the RFP document from 10.09.2019 at 3:00 P.M. onwards. The last date & time of submission of proposal is 30.10.2019 till 3:30 P.M.

For any queries please contact dc-sanitation@bmc.gov.in

By Order,

Dy. Commissioner (Sanitation)
Bhubaneswar Municipal Corporation

Memo No. 24764 / BMC DL. 07.09.19

Copy to M/s. Pearl Advertising Agency, Plot No. 8-A, Sabara Sahi Lane, BJB Nagar, Bhubaneswar to publish this notice for one day i.e. 08.09.2019 in one Odia Daily i.e. The Samaja and two English Daily i.e. Times of India (All India Edition) and Indian Express (All India Edition).

Dy. Commissioner (PR)

Bhubaneswar Municipal Corporation

Memo No. 24765 / BMC DL. 07.09.19

Copy to P.A. to Administrator/ Steno to Commissioner/ C.A. to Additional Commissioner for kind information of Administrator/ Commissioner and Additional Commissioner.

Dy. Commissioner (Sanitation)

Bhubaneswar Municipal Corporation



BHUBANESWAR MUNICIPAL CORPORATION

REQUEST FOR PROPOSAL

FOR

**BIOMINING OF LEGACY WASTE LOCATED AT THE DUMPSITE IN BHUASUNI, BHUBANESWAR VIA
MANAGEMENT CONTRACT**

REQUEST FOR PROPOSAL THROUGH NATIONAL COMPETITIVE BIDDING

**Bhubaneswar Municipal Corporation
Vivekananda Marg,
Bhubaneswar-751014, Odisha
Phone: 0674-2431403, PIN: 751014**

Table of Contents

SECTION - I.....	4
NOTICE INVITING REQUEST FOR PROPOSAL (RFP)	4
DEFINITIONS	5
ABBREVIATIONS	6
SECTION - II	8
INSTRUCTION TO BIDDERS	8
(A) General.....	8
1.1 Introduction.....	8
1.2 General Conditions	8
1.3 Financial Proposal.....	9
1.4 Bid Security	10
1.5 Minimum Technical and Financial Eligibility Criteria	10
1.6 Criteria for the Bidder or Consortium / Joint Venture (JV) / Group	10
1.7 Cost of Preparation of the Bid.....	11
1.8 Amendment of RFP Documents	11
1.9 Preparation of the Bid	12
1.10 Submission of the Bid.....	13
1.11 Interpretation of RFP Document	14
1.12 Responsibility for submitting the Bid	14
1.13 Amendment to RFP documents	14
1.14 Validity of Terms of the RFP	14
1.15 Enquiries and Clarifications	15
1.16 Corrupt Fraudulent Practices	15
(B) Opening and Evaluation of the Bids	15
2.1 Bid Opening.....	15
2.2 Correction of Errors	15
2.3 Evaluation of the Bids.....	16
2.4 Technical Bid Evaluation.....	16
2.5 Financial Bid Evaluation.....	17
(C) Notification of Award and Signing of Agreement	17
SECTION - III	18
Conditions of the Contract	18
3.1 Conditions Precedent	18
3.2 Scope of Work	19
3.3 Performance Security.....	21
3.4 Contract Period	21
3.5 Project Site.....	21
3.6 Obligations of the Operator.....	22
3.7 Obligations of Bhubaneswar Municipal Corporation	24
3.8 Terms of Payment.....	24
3.9 Weighment System	26
3.10 Quality Control.....	26
3.11 Force Majeure.....	27
3.12 Termination	27
3.13 Disputes Resolution.....	28
3.14 Insurance:	28
3.15 Miscellaneous	28
SECTION IV	31
Annexure – 1 Covering Letter Format	31
Annexure – 2 Letter of Commitment Format	32
Annexure – 3 Description of the Bidder	34
Annexure – 4 Format of Power of Attorney for Signing of Bid	36
Annexure 5: Power of Attorney for Lead Member of Consortium/ JV	38
Annexure – 6: Format for Anti-Collusion Certificate.....	41
Annexure – 7: Bank Guarantee in Lieu of Performance Security for Work	42
Annexure – 8: Format of Bank Guarantee for the Earnest Money Deposit (EMD BG)	44

Annexure – 9: Technical Experience	45
Annexure – 10: Annual Turnover Certificate	50
Annexure –11: Draft Article of Agreement for the Execution of Works.....	51
Annexure – 12: Initial Implementation & Operation Plan (IIOP).....	53
Annexure – 13: Financial Bid Format.....	57
Annexure – 14: Baseline Environmental Conditions of the Dumpsite in Bhuasuni	61
Annexure - 15: Format for Certificate from the Statutory Auditor regarding PPP projects***	62
Annexure – 16: Statement of Legal Capacity	64
Annexure-17: Joint Bidding Agreement	65
Annexure -18: Format for Certificate from the Statutory Auditor for Non- PPP Projects***	69

SECTION - I

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)
BHUBANESWAR MUNICIPAL CORPORATION

Request for Proposal (RFP)

No: 24763

Date : 10.09.2019

NOTICE INVITING REQUEST FOR PROPOSAL

Bhubaneswar Municipal Corporation, Bhubaneswar invites Request for Proposal for Biomining of Legacy Waste at the Existing Dumpsite in Bhuasuni, Bhubaneswar via Management Contract. Other details can be seen in the RFP document.

RFP document can be downloaded from the website www.bmc.gov.in from 10.09.2019 onwards.

Deputy Commissioner (Sanitation)
Bhubaneswar Municipal Corporation

DEFINITIONS

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

“**Project**” shall mean **Biomining of Legacy Waste at the Existing Dumpsite in Bhuasuni, Bhubaneswar**

“**Project Area**” shall mean the geographical area of the Bhuasuni Dumpsite located in Bhubaneswar

“**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 Initial Annual Quote (IAQ)

“**Turnover**” shall mean the aggregate value of the realisation 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;

ABBREVIATIONS

Sl. No.	Abbreviation	Expansion
1.	EMD	Earnest Money Deposit
2.	GPS	Global Positioning System
3.	JV	Joint Venture
4.	LOA	Letter of Acceptance
5.	LW	Legacy Waste
6.	MoEF	The Ministry of Environment & Forest
7.	MoU	Memorandum of Understanding
8.	SW	Solid Waste
9.	OSPCB	Odisha State Pollution Control Board
10.	MT	Metric Ton
11.	NABET	National Accreditation Board for Testing and Calibration Laboratories
12.	BMC	Bhubaneswar Municipal Corporation
13.	RFP	Request for Proposal
14.	SPV	Special Purpose Vehicle

Key Dates:

Milestone	Time and Dates
Uploading RFP Document on BMC Website https://www.bmc.gov.in/	1500 hours on 10.09.2019
Last date for downloading of RFP from BMC website https://www.bmc.gov.in/	1430 hours on 30.10.2019
Time and Place of Pre bid meeting	1530 hours on 10.10.2019 in the conference room of BMC, Vivekananda Marg, Bhubaneswar-751014
Proposals Submission Due Date and time	1530 hours on 30.10.2019 BMC, Vivekananda Marg, Bhubaneswar-751014
Opening of Technical Bid	1630 hours on 30.10.2019 in the conference room of BMC, Vivekananda Marg, Bhubaneswar-751014
Presentation	To be intimated later
Opening of Financial Bid	To be intimated later

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 the Bhubaneswar Municipal Corporation (BMC) 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 BMC 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 BMC 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 BMC, 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 BMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BMC, 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 BMC 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 BMC 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 BMC is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the BMC 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 BMC 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 BMC 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**

Bhubaneswar Municipal Corporation (BMC) was constituted in the year 1948 as a Notified Area Committee, then as a Municipality in the year 1979 and finally as a Corporation in the year 1994. BMC has undertaken pioneering work in various fields and perceives its role as principal provider of various municipal services to provide a better quality of life to the residents of Bhubaneswar. An area of 186 sq. K.M. is being covered by BMC which is divided into 3 Zones and further subdivided into 67 wards.

BMC 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) launched by the Government of India on 2nd October 2014 invites responsive bids for Selection of an Agency for Design, Build, Own and Operate of Biomining process at Bhuasuni Dump yard in Bhubaneswar City within jurisdiction of the BMC.

The BMC has been using the Bhuasuni dumpsite for the last 10-12 years for dumping of mixed waste. The salient details of the said landfill are as below:

- a) Size of land: 60 acres (Approx)
- b) Estimated quantity of waste already collected at landfill: 9 (Nine) Lakhs MT
- c) *The exact details regarding the quantum of Legacy Waste, Waste Characterization and Air & Water Quality at the Dumpsite shall be shared with the Prospective Bidders before the Prebid Meeting.*

BMC wants to hire Management operator for Biomining of legacy waste located at the dumpsite in Bhuasuni, Bhubaneswar by a competitive bid process. The Operator is expected to install plant and machinery of required capacity for biomining 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

1.2 General Conditions

- a) The bidding process consists of a Request for Proposal with two envelopes from prospective bidders.
- b) 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 BMC 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 BMC, 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 BMC 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 BMC nor their employees or consultants shall have any liability to any prospective Bidders or any other person under the law of contract, tort, 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 BMC or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

- e) BMC reserves the right to reject any or all of the Bids submitted in response to this *RFP Document* at any stage without assigning any reasons whatsoever.
- f) BMC reserves the right to change any or all of 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 <https://www.bmc.gov.in/> 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 laydown 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 continue to remain the representative of the Joint venture/ Consortium / Group and shall be responsible to BMC 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, BMC 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 “Authorised Representative and Signatory”) authorized to represent the Bidders/Lead Bidders in its dealings with BMC. 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. BMC reserves the right to vet and verify any information submitted by the Bidders.

1.3 Financial Proposal

- 2 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.
- 3 The Bidders are requested to quote the processing charges per Unit excluding applicable taxes in Format given in Annexure -11 Financial Bid Format.

- 4 The price shall be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the order.
- 5 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 furnish as part of its Bid, a Bid Security of Rupees 63 (Sixty Three) lakhs in the form of any or a combination of any of the following: Demand Draft from any Scheduled/Nationalized Bank or Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) and having a validity period of not less than 180 (One Hundred Eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time. The issuing branch shall be based in Bhubaneswar.
- b) BMC shall reserve the right to forfeit the Bid Security (by encashing the Demand Draft or revoking the Bank Guarantee) under the following circumstances:
 - i. If the Bidder withdraws his RFP at any time during the stipulated period of RFP validity or as may be extended.
 - ii. If the Bidder, for the period of RFP validity:
 - (a) Commits a breach of any of the terms and/or conditions contained in the RFP Document and/ or subsequent communication from BMC in this regard.
 - (b) Refuses to accept the Letter of Acceptance.
- c) In the event that any Bidder is not found to be technically and financially qualified or found to be Technically Non-Responsive, then the Bid Security (i.e. Fixed Deposit/Demand Draft/ Bank Guarantee) of such Bidder can cease to be in force upon return of the unopened Cover 2 of their RFP.
- d) The Bid Security of the unsuccessful Bidders (after opening of Envelope B) can cease to be in force after the Successful Bidder provides acceptance to the Letter of Intent (LOI).
- e) The Bid Security of the Successful Shortlisted Bidder shall be required to be maintained till the signing of the Contact Agreement and submission of the Performance Guarantee and shall be returned to the Successful Bidders within 6 working days from the date of signing of the Contract Agreement and submission of the Performance Guarantee.

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. 20 (twenty) crores for the last three financial years. The financial capacity of the consortium/ JV members shall be considered jointly.
- (c) The Bidder shall have experience of similar biomining of legacy waste at dumpsites/ city compost plants/ processing of solid waste of 3 (three) lakh metric tons in India with number of plants operational for any three years during the last seven financial years with minimum capacity of 600 MT per day.

1.6 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 Acceptance (LOA). 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.
 - ii. The proposal and, in case of a successful proposal, the Agreement, shall be signed so as to be legally binding on all members in a form specified at Annexure - 9.
 - iii. 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 - 4.
 - iv. 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.
 - v. 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).
 - vi. The joint venture agreement shall indicate precisely the shareholding of each of the JV in respect of work execution, and financing of the contract.
 - vii. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful RFP shall be signed by all JV members and submitted with the RFP, together with a copy of proposed Draft Agreement. The JV agreement shall be submitted by the successful Bidder within one month from the issue of letter of acceptance.
- (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.

1.7 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 BMC 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 BMC 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.10000 (Rupees Ten Thousand Only) plus 12% (Twelve percent) GST, which is non-refundable and shall be paid through Demand Draft in favour of the Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar.

1.8 Amendment of RFP Documents

At any time after the issue of the RFP documents and before the proposal submission due date, BMC may make any changes, modifications or amendments to the RFP documents and shall upload on the BMC web 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.

1.9 Preparation of the Bid

- 1.9.1 All documents relating to the RFP shall be in the language English specified in the General Conditions of Contract.
- 1.9.2 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.
- 1.9.3 The Technical Bid (Envelope A) submitted by the Bidders shall comprise of the following:
- (a) Along with submitting the Bid, the Bidder shall pay to the BMC a sum of Rs. 5,000 (Rupees five Thousand Only) as the cost of the RFP process. The cost is to be paid in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favour of “The Commissioner, Bhubaneswar Municipal Corporation” drawn in a Scheduled Bank, payable at Bhubaneswar. RFPs of Bidders(s), who fail to furnish the above Bid process fee, shall be liable for rejection by BMC as non-responsive.
 - a)
 - b) Work Completion Certificates of listed jobs from Statutory 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 2.6.1. If the Bidder is a foreign entity, such a Certificate has to be legalized by the Indian Embassy.
 - c) 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 2.6.1
 - d) A waste sampling report as mentioned in the Technical Bid Evaluation Clause 2.6.1. (4)
 - e) Aggregate Disposal Plan as mentioned in Annexure 10: Project Information Memorandum, Clause 8.
 - f) The RFP duly self-attested on all pages including Annexures, corrigendums/addendums/clarifications.
 - g) Bid Security (EMD) as per the format mentioned in Annexure -6
 - h) All Annexures duly filled and signed wherever applicable;
- 1.9.4 The Financial Bid (Envelope B) 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 Bhuasuni dump site as per Annexure 10
 - (b) The prospective bidder shall include all duties, taxes, other levies or any other charges and quote a final price.
- 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.
- (c) The prices, cost stated in the RFP shall be in Indian Currency only.
- 1.9.5 Bid Security/ Earnest Money Deposit (EMD)
- (b) Bidders are required to submit a Bid Security for an amount of Rs. _____/- (Indian Rupees _____ Only) in the form of a Demand Draft/ Bank Guarantee from any Nationalized /Scheduled Bank branch based in Bhubaneswar.
 - (c) The Bidders shall submit the Bid Security to the BMC on or before the time of opening of the RFP, failing which the RFP shall be rejected as non-responsive. The Bid Security / EMD of the unsuccessful Bidders shall be returned within 30 working days from the date of award of the contract to the Successful Bidder. Bidders, under any circumstances, shall not be entitled to claim or receive interest/penalty/damages from the BMC on account of the Document Fee/EMD/Bid Security required to be submitted under this RFP and the contract.

- (d) No claim/dispute in this regard shall be received or accepted. The above EMD amount shall be held by the BMC till it is returned, and the Bidders shall not be entitled to any interest thereof.
- (e) RFPs of Bidders(s), who fail to furnish the above Bid Security, shall be liable for rejection by BMC as non-responsive.

1.10 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 Bidders are requested to sign and put the official seal of the company on the last page of the every Annexure.
- iii. 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.
- iv. 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.
- v. The Bidders are informed that they shall strike off or write 'NIL' on each blank sheet of items, which are not applicable for them
- vi. 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.
- vii. 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.
- viii. 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.
- ix. All Bids shall be submitted by hand only within the stipulated due date & time mentioned in the RFP. The bids must be the entire proposal document, completely filled in and initialed by authorized signatory prior to time & date mentioned in the RFP. The bids received after the stipulated time and date shall not be considered. Bid submissions via Telegraph / FAX/ e-Mail shall not be accepted under any circumstances.
- x. Every Envelope shall be addressed to:
The Commissioner,
Bhubaneswar Municipal Corporation
- xi. For any query/clarification, please contact or mail:
Dy. Commissioner

Bhubaneswar Municipal Corporation
Email ID- dc-sanitation@bmc.gov.in

1.11 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 Deputy Commissioner (Sanitation)-, Bhubaneswar Municipal Corporation prior to the date of submission.
- (b) Any resulting interpretation of the RFP document shall be published on BMC website <https://www.bmc.gov.in/> for prospective Bidders as an addendum/corrigendum/clarification. Oral clarification obtained from any source shall not be binding on BMC.
- (c) No Bidder shall amend the text of any document except as may be necessary to comply with any addendum.

1.12 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 BMC.
- (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.

1.13 Amendment to RFP documents

- (a) Before the proposal submission due date, BMC may modify any RFP condition included in the RFP document and issue addendum / corrigendum / clarification by publishing on the official website of BMC <https://www.bmc.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, BMC may, if considered necessary, extend the due date of submission of the proposal and accordingly re-schedule further activities.

1.14 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, BMC 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.

1.15 Enquiries and Clarifications

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

Dy. Commissioner (Sanitation)
Bhubaneswar Municipal Corporation
Vivekananda Marg,
Bhubaneswar-751014, Odisha, Pin: 751014
Phone: 0674-2431403,
Email ID: dc-sanitation@bmc.gov.in

BMC 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 BMC <https://www.bmc.gov.in>.

1.16 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; and
- 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 BMC and includes collusive practice among the Bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the BMC of the benefits of free and open competition.
- c) The BMC 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 presence of the attending Bidders.
- b) To assist in the scrutiny, evaluation and comparison of proposals, BMC may, at their discretion, request clarifications on the bids submitted from the Bidders.
- c) Notwithstanding any Terms and Conditions stipulated in the RFP documents, BMC 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 BMC's action.

2.2 Correction of Errors

- a) The bids determined to be substantially responsive shall be checked by BMC for any arithmetic errors. and wherever there is a discrepancy between the amounts in figures and in words, the lower value of the two shall be considered.

- b) The amount stated in the bid shall be adjusted by BMC 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 BMC Evaluation Committee as detailed below.

- (i) Stage I: The bids shall be evaluated for responsiveness as per sub Articles 1.11 and 3.4 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 Financial years (INR) is (FY: 2016-17,2017-18 & 2018-19)		30
	a. 20 Cr to 50 Cr	20	
	b. above 50 Cr to 75 Cr.	25	
	c. Above 75 Cr.	30	
Note: If the Bidder is a JV/Consortium, then the members shall collectively fulfill the total turnover criteria.			
2.	Technical Experience (I)		Maximum Marks
	Bidder has successfully completed similar biomining of legacy waste at dumpsites / city compost plants/ processing of solid waste in India during the last seven years having cumulative capacity of		25
	1. 3 Lakh MT to 3.5 Lakh MT	20	
	2. Above 3.5 Lakh MT to 5 Lakh MT	25	
	3. Above 5 Lakh MT	30	
Note: If the Bidder is a JV/Consortium, then the members shall collectively fulfill the criteria required.			
3.	Technical Experience (II)		20
	Bidder's work experience of similar biomining of legacy waste at dumpsites/ city compost plants/ processing of solid waste in India with number of plants operational for any three years during the last seven financial years with minimum capacity of 600 MT per day.		
	1. From 1,20,000 tons to less than 2,40,000 tons	10	
	2. From 2,40,000 tons to less than 3,60,000 tons	15	
	3. 3,60,000 tons and above	20	
Note: a. If the Bidder has Work Experience Certificates in volume then, 0.7 MT shall be considered to be 1 meter cube for evaluation purposes. b. If the Bidder is a JV/Consortium, then the members shall collectively fulfill the criteria required.			
4.	Project Delivery		10
	If the number of sites where successful biomining of legacy waste at dumpsites in India have been completed in the past seven years by the Bidder are		
	1 to 5 sites	10	
	6 to 10 sites	15	

	More than 10 sites	20	
Note: If the Bidder is a JV/Consortium, then the members shall collectively fulfill the criteria required.			
5.	Initial Implementation & Operation Plan (IIOP) along with Presentation		15
	Total Marks (SN 1 to 5)		100

The bidders who score a minimum of 70 and above shall be deemed qualified for financial bid opening.

2.5 Financial Bid Evaluation

The Financial Bids of only technically qualified bidders shall be opened. The Financial Bid shall be exclusive of GST/applicable taxes. 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 BMC 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 BMC 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 - 5 within 30 working days form the date of the LOI and signing the Contract Agreement as per the format mentioned in Annexure -9 within 30 working days form the date of the LOI.
- c) The Bidders shall have to enter into an agreement with BMC within 30 (thirty) working days from the date of LOI.
- d) Upon the furnishing by the successful Bidders, the acceptance of the LOI, the BMC shall promptly notify the other Bidders that their Bids have been unsuccessful and may return their respective bid security except the bid security of the successful bidder.

SECTION - III

Conditions of the Contract

3.1 Conditions Precedent

1. Conditions Precedent of BMC:

The BMC shall within 30 (thirty) days from the date of signing of the Agreement satisfy the following conditions precedent:

- (a) Bhubaneswar Municipal Corporation (BMC) shall handover the dumpsite to the Operator in terms of processing the solid waste to recover, recycle and convert into useful end products with less than 10 (ten) % inert to be safely disposed-off for a period of 2 year from the date of agreement.
- (b) BMC shall issue a recommendation letter to obtain the authorization from the Odisha State Pollution Control Board or from any other authority/ agency (related to & confined to project's scope of work) as and when required any financial or other obligations.
- (c) The BMC shall appoint BMC Work Committee which shall be responsible for Monitoring and Evaluation of this Project, to approve invoice raised by the Operator etc.

2. Conditions Precedent of the Successful Bidder/Operator:

- a. Successful Bidder shall give written Acceptance on LOI issued by BMC 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. 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 which underwent biological degradation in the dumpsite at Bhuasuni and sieving them by mechanical sieving machine or any other equipment, 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), inert (stone, bricks, construction debris) in the assigned land areas through Biomining 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.

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 in to 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 Processing minimum quantity of waste per day

Step 6. 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 7. Monitoring and recording all the activities to account for the quantity and quality of recovered materials

Step 8. Submission of report on the progress on daily basis.

Step 9. Handing over of the reclaimed site to Bhubaneswar Municipal Corporation

3.2 Scope of Work

BMC wants to hire Management operator for Biomining of legacy waste located at the dumpsite in Bhuasuni, Bhubaneswar by a competitive bid process. The Operator is expected to install plant and machinery of required capacity for biomining 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 9 (nine) lakhs MT of legacy waste (with a variation of up to +/- 25 %) dumped at the dumpsite in Bhuasuni through Biomining process within a period at 24 months and disposing the material retrieved from the legacy waste to the Recycle/ identified vendors without stacking them at site for not more than 20 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 Bhubaneswar Municipal Corporation. It is further specified that not more than 10 (ten) percent inert disposal (out of the total quantum of legacy waste) shall be allowed.
2. Setting up of a weighbridge of required capacity or any other suitable system for weighment as approved by Bhubaneswar Municipal Corporation 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 BMC officials and other competent authorities.
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 Biomining process using the required Bio culture.
5. The Operator shall execute the biomining process to the legacy waste in complete adherence to the rules and regulation of the Odisha State Pollution Control Board, SWM Rules 2016 and all other applicable rules and regulations.
6. Stabilization of the open dumpsite, control of foul odour and other such eco-friendly and nonpolluting processes for minimizing the impact of the biomining 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 project site.
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 project site.
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 biomining operations during monsoon season 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. Windrow making of partially degraded wastes for stabilization.
 - h. 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.
 - i. 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.
 - j. 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. Process a minimum of 750 TPD at the start of Commercial Operation Date and then raise the processing capacity to 1250 TPD within six months of COD. The Operator must operate 5 (Five) processing lines with one additional back up, each having a capacity of 250 TPD, for a minimum of 12 (twelve) hours daily.
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, 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 compost/ good earth recovered shall be weighed and thereafter the Operator is free to sell it.
24. The Operator shall scientifically dispose the inert not exceeding 10 (ten) percent of the total quantum of legacy waste at the location specified by BMC in accordance with provisions of the Solid Waste (Management & Handling) Rules, 2016, amended from time to time and all other applicable rules & regulations.
25. 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.
26. The Operator shall maintain a record of the daily processed legacy waste measured in the Weigh Bridge. The Operator shall also keep proper record of the all the legacy waste recovered and disposed of. The Bidder shall prepare all periodical reports, applicable to the Projects, as may be required by Lenders, other stakeholders or the State Government etc. on behalf of Bhubaneswar Municipal Corporation.
27. The Operator has to carry out contour survey every month for monitoring volumetric reduction of existing dump and contour survey reports shall be submitted along with every monthly bill clearly showing monthly volumetric reduction of existing legacy waste.
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 4 Lakh tons of existing waste from Bhuasuni Dumpsite	First year
03	To dispose of 5 Lakh tons of existing waste from Bhuasuni Dumpsite	Second Year

3.3 Performance Security

- a) Within 30 (thirty) working days after receipt of the Letter of Acceptance, the successful Shortlisted Bidder shall submit a Performance Security to the BMC. The Performance Security (Security Deposit) shall be 5 (five) % of the approved project cost and the same shall be in the form of Demand draft / Banker Cheque/ Bank Guarantee from a Nationalized/Scheduled Bank based in Bhubaneswar in favour of the Commissioner, Bhubaneswar Municipal Corporation as per the format mentioned in Annexure-5.
- 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/EMD.
- c) On submission of the Performance Security, BMC would duly refund the EMD/ Bid Security Amount already deposited by the Bidder during the time of submission of proposal.

3.4 Contract Period

- (a) The Contract period shall be 2 (Two) years from the date of LOA/Work Order (including mobilization & construction period of 6 months and monsoon period) to dispose of 9 (Nine) Lakh MT of Legacy Waste from the Bhuasuni Dumpsite through biomining. Thereafter the Operator shall have an option to increase the scope & time period of the contract by a maximum of 1 (one) year subject to approval by BMC.

3.5 Project Site

- (a) BMC shall handover the dumpsite to the Operator as per the approved Work Plan. After completion of contract period (2 years or extended period as the case may be), within 3 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 BMC without encumbrances.

- (b) There shall be no lease of land to the Bidder. He shall only set up the plant on BMC's land for scientifically treating the legacy waste and operate it without any interest in land whatsoever. However, BMC 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 5 acres shall be provided by BMC 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 BMC.
- (e) The Operator shall, in consultation with BMC, earmark an area of 10 acres within the dumpsite for deposition of fresh solid waste as and when deemed necessary by BMC. All Fresh SW shall be dumped in the Bhuasuni site only at designated locations based on discussions and plan layout discussed between the Operator and BMC. The Operator shall not be forced to process fresh waste as and when it is dumped. However, it would be a prerogative of the Operator to accept processing of fresh waste if they feel it has considerably decomposed and can be called as legacy waste at the end of the contract period or any time deemed fit. Such a quantity can be further deemed as a part of this Contract quantity. However, there shall be no revision of quoted Tipping Fee for per MT Compost or Good Earth recovered.
- (f) **Provision for building ancillary facilities:** In case the Operator is required to set up ancillary facilities at site like Fuel storage, DG set etc., BMC 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".
- (g) The area of the dumpsite which shall be cleared and cleaned shall remain with BMC.

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 Bhubaneswar Municipal Corporation shall provide the assistance accordingly.
- (b) The Operator shall make the necessary changes in the work plan and finalize it as per discussions with BMC.
- (c) Construction and erection of the plant and creation of other allied facilities shall be completed within 6 months from the receipt of LOA/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) The Operator shall set up & operate treatment plant for effluents etc. if required. All the facilities required by applicable law and to meet scope & conditions of this contract shall be set up by the Operator.
- (e) It is the sole responsibility of the Operator to dispose of the rejects/inert generated during the process. Byproducts from such processing viz. recyclables, gas, energy etc shall be the property of the Operator. It is expected that e-waste, hazardous waste and recyclables such as the plastic, glass, metal etc does not any way form the part of inert waste.

- (f) The inert waste disposal plan shall also be proposed by the Operator which shall include identification of an inert waste disposal area outside the Bhuasuni dumpsite. BMC's land in Sanitary Landfill shall be given for the disposal of inert/ rejects of this project only at its discretion. Inert for Operator would mean non-biodegradable, non-recyclable and noncombustible fraction.
- (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 Bhuasuni. BMC 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 Biomining thereof shall confirm with the laws pertaining to environment, health and safety aspects including rules such as SW rules 2016, policies and guidelines related thereto. The aspects relating to employee and worker safety, control mechanisms of litter, pest, fire, surface runoffs etc., needs to be followed.
- (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. BMC 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 BMC 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) The Operator shall submit the Bank Guarantee for Mobilization Advance as well as the Performance Security as per the conditions stipulated in this RFP.
- (o) 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) 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 / 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. BMC shall 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, BMC 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 Bhuasuni Dumping Ground. They can make necessary arrangement like fencing or any other suitable arrangement as directed by BMC authorities to prevent such events.

3.7 Obligations of Bhubaneswar Municipal Corporation

- (a) BMC shall approve the Work Plan submitted by the Operator within a period of 21 days from the date of submission.
- (b) Throughout the project period, BMC shall ensure that incoming fresh solid waste shall not get mixed with the legacy waste.
- (c) The BMC shall indemnify the Operator against the baseline environmental conditions of the dumpsite in Bhuasuni as per Annexure 14
- (d) The BMC shall identify a location for disposal of the inert.
- (e) The Works Monitoring Committee shall prepare a comprehensive final completion report of the project, 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 Bhubaneswar Municipal Corporation. The report shall incorporate summary of the method of operation, the operation supervision performed, problems encountered, and solutions undertaken thereon. The Works Monitoring Committee 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:** BMC shall pay Tipping Fee as quoted in the Annexure 11 based on the quantity of compost/ good earth (of less than 4mm) recovered on per metric ton basis (on a quarterly basis) after obtaining work progress certificate from competent authority/monitoring authority of BMC. The compost/ good earth recovered shall pass through the 4 mm screen and the density shall not be more than 1kg/cm³ and it shall comply to all the parameters of the FCO, 1985 as amended from time to time.
- (ii) **Mobilization Advance:** Mobilization advance equivalent to 5 (five) % of the approved project cost shall be given by BMC 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.
 - (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 days after fulfilling all the above requirements under sub items (a) to (c). It shall be calculated as mentioned below:

Mobilization Advance = 0.10 * Approved Project Cost

Wherein:

Approved Project Cost = Total Quantity of Compost or Good Earth Recovered (in MT) * Approved Tipping Fee for per MT Compost or Good Earth recovered

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 it aforesaid, shall be made by deductions from the monthly payments referred to in condition in suitable percentage in relation to the progress as fixed by the Work Monitoring Committee so that all sums with interest shall be fully recovered by the time the work amounting to nearly 80 percent of the contract is completed. If the amount payable under any interim bill is not sufficient to cover all deductions to be made on this account and other sums deductible there from 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 the Bhuasuni dumpsite
- (b) The Operator shall receive payment from BMC as per the Agreement and by obtaining and submitting to BMC the certificate from the in-charge officer or site engineer or any other monitoring mechanism decided BMC 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 Works Monitoring Committee formed by the BMC before the final bill is submitted to Bhubaneswar Municipal Corporation.
- (d) The payments to the Authority shall be made on monthly basis as per the following formula:

Monthly Payment = {(Total quantum of Good Earth/ Compost generated)* Approved Tipping Fee} – Applicable Penalty – Mobilization Advance (if applicable)

- (e) The Operator shall raise monthly invoice by the 7th of the subsequent month and submit to the BMC Works Committee.
- (f) BMC Work Committee 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 BMC Work Committee 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 BMC Work Committee.
- (h) After receipt of Approved Invoice from BMC Work Committee, BMC shall release the payment in full within 90 (Ninety) working days from the date of submission of Approved Invoice in accordance with the terms and conditions of this agreement. Partial payments shall be allowed at the discretion of the BMC.
- (i) **Delay in Payments:** In case BMC fails to make payment due within 90 (ninety) working days from the date of receipt of the Approved Invoice, Approved 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 365 days, in case the BMC fails to make any payments due to the Operator without giving any reason, the Operator can issue notice for Termination of the Contract as set forth in sub Article 3.7.

(v) Penalty for Non-Compliance

Sl. No.	Description of Non-Compliance	Penalty Amount
1	Non-Compliance to, SWM Rules 2016 and other Environmental Standards notified by regulatory authorities or as specified in the Contract.	Rs. 100000/- per Incidence per day till compliance is achieved.
2	Non provision/ delay in provision of site facilities as per specifications.	Rs. 50000/- per item per day till compliance is achieved.
3	Non-compliance of Safety Standards, use of Personal Protective Equipment by the Workers.	Rs. 5000/- per Incidence per day till the compliance is achieved.
4	Failure to process minimum specified quantity of legacy waste on a daily basis	Per day penalty = (Target Qty – Actual Qty) * Tipping Fee for per MT Compost or Good Earth recovered
5	Failure to Submit Progress Report on time	Rs. 10000 per incidence
6	Delay in Completion of Project	(Approved Project Cost)/ 730 * Duration of delay in days

3.9 Weighment System

The Operator has to set up weighbridge of required capacity or any other suitable system for weighment as approved by BMC 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 BMC 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 BMC) shall be provided by the Operator.
- c. CCTV Recordings of operation of weighment system shall be provided as and when required by BMC officials and competent authorities. The monitoring of the weighbridge shall be done by Bhubaneswar Smart City Limited 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 online on website <https://www.bmc.gov.in/> in public domain in view of the transparency of project operations. Dedicated connectivity for both BMC users and citizens shall be provided by the Operator.
- e. Any malfunctioning in operation of weighment system shall be the responsibility of the Operator .
- f. In case any malfunction/technical problem in the functioning of weighment system, the same shall be rectified by the Operator within period of 24 hrs. During this period of failure, weighing of SW shall be carried out at private weighbridge located outside which shall be approved by BMC at the Operator's cost and no additional charges shall be paid by BMC.

3.10 Quality Control

- (a) **Identifying defects:** The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the

Contractor 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 Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.
- (c) **Correction of defects**
 - (i) The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. 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 Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.
- (d) **Uncorrected defects :** If the Contractor 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 Contractor will pay this amount

3.11 Force Majeure

Delivery of material 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 any war, 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 non-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.

3.12 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 BMC 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 BMC 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 BMC's notice intimating such breach. Upon termination, the Successful Bidders shall surrender all the data, material and assets belonging to the BMC.
- 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 BMC 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 BMC 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 for bearance after such termination.

3.13 Disputes Resolution

- a) The BMC 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 60 (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 BMC 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 Bhubaneswar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

3.14 Insurance:

- (i) The Operator shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the BMC and the Operator, (cover from the first working day after the Start Date to the end of Defects Liability Period and period of operation and maintenance or maintenance as the case may be), in the amounts stated in the Contract Data :
 - (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 BMC's property other than the Works and
 - (c) For liability of both Parties and of any BMC's representative for death and injury to the Operator's personnel except to the extent that liability arises from the negligence of the BMC, any BMC's representative or their Employees.
- (ii) Policies and certificates for insurance shall be delivered by the Operator to the BMC 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 BMC 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 BMC.
- (v) Both Parties shall comply with any conditions of the insurance policies.

3.15 Miscellaneous

- (a) BMC 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 BMC as and when required.
- (d) The Operator shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK 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 BMC 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) BMC 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 or
 - (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.
- (h) The Operator, in preparing the tender, may rely on the investigation reports referred to in the contract data, supplemented by any information available to the Tenderer. However, the Tenderers are requested to investigate at their end for the complete ness of the information. The BMC 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
Deputy Commissioner (Sanitation)
Bhubaneswar Municipal Corporation
Vivekananda Marg,
Bhubaneswar-751014

Subject: Request for proposal for Biomining of Legacy Waste at the Existing Dumpsite in Bhuasuni, Bhubaneswar

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 BMC and in any subsequent communication sent by BMC. 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 BMC.
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,
Deputy Commissioner (Sanitation)
Bhubaneswar Municipal Corporation
Vivekananda Marg,
Bhubaneswar-751014

Dear Sir,

Subject: Request for proposal for Biomining of Legacy Waste at the Existing Dumpsite in Bhuasuni, Bhubaneswar

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 BMC dated.....

Please in response to the RFP issued by the BMC 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 BMC;
 - All subsequent communications between BMC 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 BMC 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/ BMC:
 - 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 sub Article 2.1.19 (B) 7 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 (Annexure 17)

** The percentage of equity should be in accordance with the Joint Bidding Agreement (Annexure 17)

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		
3	Has the Bidder/ constituent of the Consortium/ JV paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

A statement by the Bidder and each of the Members of its Consortium/ JV (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

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 “Biomining of Legacy Waste at the Dumpsite in Bhuasuni, Bhubaneswar” 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 BMC, representing us in all matters before the BMC, signing and execution of all contracts including the Management Contract and undertakings consequent to acceptance of our bid, and generally dealing with the BMC 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 Management Contract with the BMC.

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 favour 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 Deputy Commissioner, BMC on behalf of “the BMC” has invited bids for the ‘Biomining of Legacy Waste at the Dumpsite in Bhuasuni, Bhubaneswar (“the Project”).

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 BMC 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 authorise 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 BMC, 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 Management Contract is entered into with the BMC. 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, 2018.

.....

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

AND WHEREAS if and when any such tender is accepted by the Deputy Commissioner (Sanitation), 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 Deputy Commissioner (Sanitation) 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 Deputy Commissioner (Sanitation) to accept the undertaking of the Bank hereinafter contained in place of the Bidders depositing with the Deputy Commissioner (Sanitation) the said sum as Performance Security Deposit as aforesaid AND

WHEREAS accordingly the Deputy Commissioner (Sanitation) 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 Deputy Commissioner (Sanitation) to pay to the Deputy Commissioner (Sanitation) 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: Format of Bank Guarantee for the Earnest Money Deposit (EMD BG)

KNOW ALL MEN AND THESE PRESENTS WITNESS that WE.....
BANK, a Banking Corporation constituted by the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 carrying on business of Banking in India and having its Head Office at and Branch Office at hereinafter referred to as 'the said Bank'.

Whereas the Bhubaneswar Municipal Corporation (hereinafter referred to as Beneficiary “the BMC”) has invited tenders for execution of work of **Biomining of Legacy Waste at the Existing Dumpsite in Bhuasuni, Bhubaneswar** hereinafter referred to as ‘the said work’.

We have been informed that M/s.....(herein after called the “Principal”) is submitting an offer for the above named Tender in response to your invitation, and the conditions of your invitation require that his offer is supported by a tender security.

At the request of the Principal, we:.....(name of bank) hereby irrevocably undertake to pay you, the Beneficiary/BMC, any sum or sums not exceeding in total the amount of Rs.(RupeesOnly) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (1) If the Principal withdraws or amends it’s tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
- (2) If the Principal fails to furnish the required Performance Security within the specified period.
- (3) If the Principal fails to submit the necessary physical copies of documents submitted in Envelope A & B, if required by BMC within stipulated period, or found to have forged, submitted fraudulent documents.

We Bank agree and undertake that the guarantee shall remain in force upto and including(date) and shall be extended from time to time for such period or periods as may be desired by the BMC.

This guarantee shall expire

- (a) if the Bidder is the successful Tenderer, upon our receipt of the Performance Security and a copy of the Contract signed by the Bidder and BMC as issued by you; or
- (b) The BMC shall return the EMD of unsuccessful Tenderers as detailed in Section Two, Clause 9 Sub Clause 5 of the RFP Document.

Signed by: _____
(Signature For and on behalf of Bank:
(Official seal))

WITNESS:

(Name)

(Name)

Date this.....Day of

Annexure – 9: Technical Experience

The information to be filled in by the Bidder hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Bidder/ Consortium Member [Attach copy]

Place of Registration _____

[Attach Copy]

Principal place of business: _____

1.2 Total value of civil engineering construction 2018- 19 _____
 Works executed and payments received in the 2017 – 18 _____
 Last seven years (in Rs. Crores) 2016 – 17 _____
 2015 – 16 _____
 2014 – 15 _____
 2013– 14 _____
 2012 – 13 _____

(Attach Certificate from Chartered Accountant)

1.3 Work performed as Prime Operator (in the same name) on works of similar nature¹ over during the three years specified in 1.2 above.

Project Name	Name of BMC	Description of Work	Contract Number	Value of contract Rs. Crores	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

Attach Certificates from Engineers –in- Charge

1.4 Quantities of work² executed as prime Operator (in the same name) during the last seven years specified in 1.2 above:

Year	Name of Work	Name of BMC	Quantity of work performed			Remarks (Indicate contract reference)
			Successfully completed similar biomining of	Work experience of similar biomining of legacy waste at	Number of sites where successful biomining of legacy	

¹ For works of similar nature definition refer sub Article 1.5 of the RFP

² Refer sub Article 1.5 of the RFP

			legacy waste at dumpsites / city compost plants/ processing of solid waste in India	dumpsites/ city compost plants/ processing of solid waste in India with number of plants operational for any three years with minimum capacity of 600 MT per day	waste at dumpsites in India have been completed by the Bidder	
2012-13						
2013-14						
2014-15						
2015-16						
2016-17						
2017-18						
2018-19						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of BMC	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs)	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of BMC	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6 The following items of equipment³ are considered essential for successfully carrying out the works. The Bidder should furnish all the information listed below.

Item of Equipment	Requirement			Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition	

1.7 Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel⁴ in permanent employment with the Bidder and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, mail-id and fax numbers of the Tenderers' bankers who may provide references if contacted by the BMC.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in sub Article 2.4 of the RFP document (c): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing. If the contract for this work, namely (Name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet the working capital requirements for executing the above contract.

³ For details refer clause 3.3(a)

⁴ For details refer clause 3.3(b)

Sd/-

Name of the Bank, Senior Bank Manger

Address:

Ph. No. _____

Mail-id⁵ _____

Note: Conditional Banker's certificate not to be submitted.

1.11 Information on litigations in which the Bidder is involved:

Other Party (ies)	BMC	Details of dispute	Amount involved	Remarks showing present Status

⁵ Phone Number and mail-id are mandatory to be filled in the Banker's certificate. Bidders have to submit **BANKERS CERTIFICATE** in the above format only.

Annexure – 10: Annual Turnover Certificate

Sole Bidder Name/ Consortium Member/ JV Member Name:

S. No.	Financial Year	Annual Turnover (INR) in Crores
1.	2016-17	
2.	2017-18	
3.	2018-19	
Average		

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.

Annexure –11: 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 Deputy
Commissioner (Sanitation), Bhubaneswar Municipal Corporation in which expressions are included unless such
inclusion is inconsistent with the context or meaning therefore include Deputy Commissioner (Sanitation) and any
officers of Bhubaneswar Municipal Corporation authorized by the Deputy Commissioner (Sanitation)and shall also
include their successors & assign / assignee for the time being holding office, of the SECOND PART

And the Bhubaneswar Municipal Corporation (Hereinafter called _ the Corporation’) of the THIRD PART.

WHEREAS the Deputy Commissioner (Sanitation), Bhubaneswar 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 Deputy Commissioner (Sanitation)with the approval of the Mayor/ Standing Committee/ Education
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 Guarantee for Rs...../- (Rupees.....) of
Bank, for the payment interallia 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 E- Tender and Letter of Acceptance
- b) The drawings
- c) The Technical Specification & Scope of Work
- d) General Conditions of Contract for Civil Works of the Bhubaneswar Municipal Corporation as amended up to date.
- e) Performance Security Deposit
- f) Appendixes
- g) Any other document listed in the contract data as forming part of the contract.

In consideration of the payments to be made by the Deputy Commissioner (Sanitation) to the Bidder as hereinafter-mentioned the Bidder hereby covenants with the Deputy Commissioner (Sanitation) to complete the Works / Supply in all respects with the provision of the contract.

The Deputy Commissioner (Sanitation) 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 Deputy Commissioner (Sanitation) in the presence of.....

.....
(1) (1)

.....
(2) (2)

.....

Annexure – 12: Initial Implementation & Operation Plan (IIOP)

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

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

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

Sl. No.	Components	Weightage
1	Project Understanding	1
2	Approach and Methodology for Project Operations	2
3	Procurement Plan and Manpower Deployment Schedule including organization chart	2
4	Takeover Plan	2
5	Leachate & Inert Management Plan, QA & QC Plan & EHS Plan	1.5
6	Disaster Management Plan	1.5
7	Action Plan for Complaint Redressal System	1.5
8	Implementation Schedule and Action Plan for MIS	1
9.	Business Plan	2.5
Total		15

1. Project Understanding

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

2. Methodology for Project Operations

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

Transportation, Disposal in a scientific manner shall be submitted as well.

3. Procurement Plan, Manpower Deployment Plan and Installation & Commissioning Plan

The Bidder shall provide Procurement Plan, Manpower Deployment Plan for Project Operations as well as and Installation & Commissioning Plan to achieve Commercial Operation Date (COD). The 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.

4. Organization Chart

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

<i>Sl. No.</i>	<i>Position</i>	<i>No.</i>	<i>Role and Responsibility</i>	<i>Educational Background</i>	<i>Experience</i>
<i>1</i>					
<i>2</i>					
<i>N</i>					

5. Implementation Schedule

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.

6. 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.

7. Leachate Management Plan

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

8. Disaster Management Plan

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

9. 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 [§]
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.

10. 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

11. 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 BMC 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.

12. Action Plan for MIS

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

13. Business Plan

The bidder shall provide a detailed Business Plan in terms of their overall project operations, environmental & social compliances, selling of biomined fractions and inert disposal. 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)

Annexure – 13: Financial Bid Format

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

To

Date: _____

**Deputy Commissioner (Sanitation),
Bhubaneswar Municipal Corporation,
Vivekananda Marg,
Bhubaneswar-751014, Odisha**

Dear Sir,

Sub: Financial Bid for RFP Reference No. _____ dated _____ for Biomining of Legacy Waste at the Dumpsite in Bhuasuni, Bhubaneswar.

Having gone through this RFP document and the Draft Management Contract and having fully understood the Scope of Work for the Project as set out by the BMC in the RFP document.

- 1) I/We are pleased to inform that I/We would demand the Quote of Rupees------(In words-Rupees-----) exclusive of all taxes for carrying out the services as per the terms and conditions set out in the Draft Management Contract.
- 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 BMC, 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, Finance, 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 incur the capital expenditure as per the Financial Bid Annexure-xxx

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 BMC.

- 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 BMC 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.		
Year	O&M Expenditure (Rupees in Crores)	O &M Expenditure in words (Rupees in Crores)
1.		
2.		
Year	Revenue Generation from sale of biomined fractions (Rupees in Crores)	Revenue Generation from sale of biomined fractions (Rupees in Crores)
1.		
2.		

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 BMC 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 – 14: Baseline Environmental Conditions of the Dumpsite in Bhuasuni

To be uploaded later

Annexure - 15: Format for Certificate from the Statutory Auditor regarding PPP projects***

Based on its books of accounts and other published information authenticated by it, this is to certify that (Name of the Bidder/Member/Associate) is/ was an equity shareholder in (Title of the project company) and holds/ held Rupees cr. (Rupees crore) of equity (which constitutes % of the total paid up and subscribed equity capital) of the project company from (Date) to (Date). The project was commissioned on (Date of commissioning of the project).

We further certify that the total estimated capital cost of the project is RS.. cr. (Rupeescrore), of which RS. cr. (Rupees crore) of capital expenditure was incurred during the past seven financial years as per year-wise details noted below:

Sl. No.	Name of the Project	Total Value (Rupees Crores)	Annual Expenditure (Rupees Crores)				
			2013-14	2014-15	2015-16	2016-17	2017-18
1.							

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of sub Article 3.7 during the past seven financial years were (Rupees..... cr. As per year-wise details noted below:

Sl No.	Name of the Project	Total Vale (Rupees Crores)	Revenue Apportioned (Rupees Crores)						
			2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation

Date: of the authorized signatory)

**** The Bidder can provide such copies of this Appendix as per the number of PPP Projects executed by them in the last 5 (five) years*

Annexure – 16: Statement of Legal Capacity

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

Ref.

Date:

To

**Deputy Commissioner (Sanitation),
Bhubaneswar Municipal Corporation,
Vivekananda Marg,
Bhubaneswar-751014, Odisha**

Dear Sir,

We hereby confirm that we/ our members in the Consortium (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 authorised signatory)

For and on behalf of.....

** Please strike out whichever is not applicable.*

Annexure-17: 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. Bhubaneswar Municipal Corporation established in 1994 represented by its Commissioner having its principal office at Bhubaneswar, Odisha] (hereinafter referred to as the “BMC” 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”) through Management Contract.
- C. The Parties are interested in jointly bidding for the Project as members of a Consortium 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 is declared the Successful Bidder and awarded the Project, it shall incorporate the Special Purpose Vehicle (the SPV) under the Indian Companies Act, 1956/2013 registered at Bhubaneswar for entering into a Management Contract with the BMC and for performing all its obligations as the Operator in terms of the Management 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 and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Management 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

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 Draft Management Contract.

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 BMC 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 BMC 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 Financial Closure of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium 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 BMC 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 BMC.

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
LEAD MEMBER by:

SIGNED, SEALED AND DELIVERED For and on
For and on behalf of

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 favour of the person executing this Agreement for the delegation of power and BMC to execute this Agreement on behalf of the Consortium Member.

Annexure -18: Format for Certificate from the Statutory Auditor for Non- PPP Projects***

Based on its books of accounts and other published information authenticated by it, this is to certify that (Name of the Bidder/Member/Associate) is/ was an equity shareholder in..... (Title of the project company) and holds/ held RS.. cr. (RS. crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (Date) to (Date). The project was/is likely to be commissioned on (Date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. cr. (Rupeescrore), of which RS.. Cr capital expenditure was incurred during the past seven financial years as per year wise details noted below:

c	Name of the Project	Total Vale (Rupees Crores)	Annual Expenditure (Rupees Crores)						
			2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of sub Article 2.4 of the RFP during the past seven financial years were Rs. cr. as per year-wise details noted below

Sl No.	Name of the Project	Total Vale (Rupees Crores)	Revenue Apportioned (Rupees Crores)						
			2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation
of the authorized signatory)

Date:

*** The Bidder can provide such copies of this Appendix as per the number of Non-PPP Projects executed by them in the last 7 (seven) years