



सत्यमेव जयते

Government of West Bengal



Memo No.:SUDA-15014(21)/38/2025/6698

dated: 28.08.2026

e- Request for Proposal Document

for

DISPOSAL OF LEGACY WASTE THROUGH BIO-REMEDIATION AND BIO-MINING PROCESS TO RECLAIM THE LAND OF DUMP SITE UTILISING SCIENTIFIC METHOD LOCATED AT ASANSOL MC (PHASE-I) IN PASCHIM BARDHAMAN DISTRICT, UNDER SWACHH BHARAT MISSION (U).

e-RFP No. :.....

dated: 28.08.2026

OFFICE OF THE DIRECTOR, STATE URBAN DEVELOPMENT AGENCY
ILGUS BHAWAN', HC Block, Sector III, Bidhannagar, Kolkata – 700106

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MUNICIPAL AFFAIRS DEPARTMENT
GOVERNMENT OF WEST BENGAL

TABLE OF CONTENTS:

Sl. No.	Contents	Page/s reference
I.	ABBREVIATIONS	5
II.	NOTICE INVITING REQUEST FOR PROPOSAL	6
III.	SECTION 1: INSTRUCTIONS TO BIDDERS	7-27
A.	General	
1.	Introduction	7
2.	Scope of Bid	7
3.	Source of Funds	7
4.	Tender Inviting Authority	7
5.	Fraud and Corruption	7
6.	Eligible Bidders	8-11
7.	Eligible Materials, Equipment, and Services	12
B.	Contents of Bidding Document	
8.	Clarification of Bidding Document	12
9.	Amendment of Bidding Document	12
10.	Site Visit and Verification of Information	12
11.	Pre-Bid Meeting	12
12.	Local Condition	12
13.	Governing Law & Penalty Clauses & Jurisdiction	13
14.	Medical Care Unit	13
15.	Tie bid	13
C.	Preparation of Bids	
16.	Cost of Bidding	14
17.	Language of Bid	14
18.	Preparation of Proposals	14
19.	Conflict of Interest	14
20.	Only one Proposal	15
21.	Joint Venture	15
22.	Documents Comprising the Bid	15
23.	Technical Proposal Format and Content	15
24.	Letters of Bid	16
25.	Currencies of Bid and Payment	16
26.	Period of Validity of Bids	16
27.	Bid Security/ Earnest Money Deposit (EMD)	16

Sl. No.	Contents	Page/s reference
D.	Submission and Opening of Bids.	
28.	Date & time of uploading (publishing) of e-RfP and other documents (online)	16
29.	Date & time for documents download starting date (Online)	16
30.	Date & time for documents download ending date (Online)	16
31.	Last date for bidders/ contractors/agencies to submit Supplementary Questions/Queries (arising out of site visits only)	16
32.	Issue of response, if any	16
33.	Corrigendum/addendum, if any	16
34.	Starting date & time for submission of tender through online	16
35.	Last date & time limit for submission of tender through online (Bid Due Date)	16
36.	Date & time for opening of the Technical Bid (Part-I)	17
37.	Power Point Presentation date for only those bidders who have achieve the eligibility criteria	17
38.	Date of uploading the list of technically qualified bidders (Online)	17
39.	Date & time for opening of the Financial Bid (Part-II)	17
40.	Method of Bid Submission	17
41.	Submission of bids	17
42.	Opening of Bids	17
E.	Evaluation and Comparison of Bids	
43.	Confidentiality	17
44.	Disclaimer	18
45.	Disclosure	19
46.	Shortfall of documents	19
47.	Examination of Technical Bids	19
48.	Responsiveness of Technical Bids	20-25
49.	Nonmaterial / Nonconformities	25
50.	Sub-contractors	25
51.	Evaluation and Comparison of Price Bids	25
52.	Employer's Right to Accept Any Bid, and to Reject Any or All Bids	26
53.	Disqualification	26
54.	Notice of Intention for Award of Contract	26
F.	Award of Contract	
55.	Signing of Contract Agreement	27
56.	Mobilization Advance	27
57.	Duration of Contract	27
58.	Security Deposit (SD)	27

Sl. No.	Contents	Page/s reference
59.	Bidding-Related Complaints	27
IV.	SECTION 2: DATA SHEET	28-30
V.	SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS	31-41
60.	Form TECH-1: Covering Letter	31
61.	Form TECH-2: Bidder's Information Sheet	32
62.	Form TECH-3: Joint Venture Information Sheet	32
63.	Form TECH-4: Credentials of the bidder	33
64.	Form TECH-5: Financial capabilities of the bidder	34
65.	Form TECH-6: Sample Form of Declaration of the Bidder	35
66.	Form TECH-7: Key Technical and Managerial staff	36
67.	Form TECH-8: Methodology for Proposed Operation	36
68.	Form TECH-9: Power of Attorney for Signing of Bid	38
69.	Form TECH-10: Sample Form of Joint Venture Agreement	39
70.	Form TECH-11: Power of Attorney for Signing of Bid for Joint Venture	41
VI.	SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS	42-43
71.	FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM	42
72.	FIN-2: BILL OF QUANTITIES (BOQ)	43
VII.	SECTION 5: TERMS OF REFERENCE (TOR)	44-57
VIII.	SECTION 6: GENERAL CONDITIONS OF CONTRACT	58-69
IX.	SECTION 7: SPECIAL CONDITIONS OF CONTRACT	70-92
73.	Appendix – I: Site Monitoring Report Format	88
74.	Appendix – II: No Claim Certificate	92
X.	SECTION 8: WEST BENGAL FORM NO. 2911	93-120
XI.	SECTION 9: MISCELLANEOUS	121-122
75.	Appendix – III: Clarification Format	121
76.	Appendix – IV: PPT Format for Technical Presentation	122
XII.	SECTION 10: STANDARD CONTRACT AGREEMENT	123-124
XIII.	SECTION 11: ORDER OF PRECEDENCE	125

ABBREVIATIONS:

Sl. No.	Abbreviation	Expansion
1.	e-RFP	<i>electronic – Request for Proposal</i>
2.	ULB	<i>Urban Local Body</i>
3.	MOEFCC	<i>Ministry of Environment, Forest & Climate Change</i>
4.	CPHEEO	<i>Central Public Health and Environmental Engineering Organization, Ministry of Housing and Urban Affairs, Government of India</i>
5.	SWM	<i>Solid Waste Management</i>
6.	EMD	<i>Earnest Money Deposit</i>
7.	RTGS	<i>Real Time Gross Settlement</i>
8.	NEFT	<i>National Electronic Fund Transfer</i>
9.	PAN/GST	<i>Permanent Account Number/ Goods & Services Tax</i>
10.	LOI	<i>Letter of Intent</i>
11.	LOA	<i>Letter of Acceptance</i>
12.	GPS	<i>Global Positioning System</i>
13.	JV	<i>Joint Venture</i>
14.	MOU	<i>Memorandum of Understanding</i>
15.	MOA	<i>Memorandum of Agreement</i>
16.	EIC	<i>Engineer-In-Charge</i>
17.	LW	<i>Legacy Waste</i>
18.	CPCB	<i>Central Pollution Control Board</i>
19.	WBPCB	<i>West Bengal Pollution Control Board</i>
20.	CESC/ WBSEDCL	<i>Calcutta Electric Supply Corporation/West Bengal State Electricity Distribution Company Limited</i>
21.	COD	<i>Commercial Operation Date</i>
22.	NABL	<i>National Accreditation Board for Testing and Calibration Laboratories, Government of India</i>
23.	TIA	<i>Tender Inviting Authority</i>
24.	GCC	<i>General Conditions of Contract</i>
25.	SCC	<i>Special Conditions of Contract</i>

OFFICE OF THE DIRECTOR, STATE URBAN DEVELOPMENT AGENCY

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

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MUNICIPAL AFFAIRS DEPARTMENT
GOVERNMENT OF WEST BENGAL

Memo No.: SUDA-15014(21)/38/2025/6698

dated: 28.08.2026

NOTICE INVITING REQUEST FOR PROPOSAL

- 1. Invitation:** The Director, for and on behalf of the State Urban Development Agency (SUDA) under Municipal Affairs Department, Government of West Bengal invites online e-request for proposal in two bid system (Part-I: Technical Bid and Part-II: Financial Bid) from reliable, resourceful, bonafide and experienced Firms/Companies/Individual Contractor(s)/Agencies/Joint Ventures etc., having experience and acumen in executing projects of Bio-remediation and Bio-mining of legacy waste or processing & disposal of any type of municipal solid waste in any Government/ Government Undertaking/ Autonomous Bodies/Semi-Government/Public Sector Undertaking/Statutory Bodies/ Local Bodies etc., within the last 7 (Seven) years prior to the date of publication of tender, for the work(s) of:

Name of the work, EMD and time of completion are mentioned below:

Sl. No.	Name of the work	Value of the work (₹)	Initial Earnest Money Deposit (EMD) (₹)	Time of Completion
1.	Disposal of legacy waste through Bio-remediation and Bio-mining process to reclaim the land of dump site(s) utilizing scientific method located at Asansol MC (Phase-I) in Paschim Bardhaman District under Swachh Bharat Mission (U).	Rate to be quoted	10,00,000.00 (Rupees Ten lakh only)	12 (Twelve) months from the date of issuance of work order including 3.0 months (Within 2 months with minimum machinery installation to start processing and further scale-up upto full capacity within next 1 month) mobilization / machineries installation period .

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

To
The Director,
State Urban Development Agency,
'ILGUS BHAWAN', HC Block, Sector III, Bidhannagar, Kolkata – 700106,
Email: wbsudadir@gmail.com

**Sd/-
Director, SUDA**

Section 1 - Instructions to Bidders

This Section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, evaluation of bids, and on the award of contract.

A. General		
1.	Introduction	1.1 SUDA will select the agencies /firms in accordance with the method of selection specified in the data sheet. 1.2 Eligible agencies/firms are invited to submit a technical proposal and a financial proposal as specified in the data sheet, for services required for the assignment named in the data sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder. 1.3 The Authority will provide at no cost to the bidders the inputs and facilities specified in the data sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and available project data will be provided. 1.4 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation including cost of obtaining licenses and permits needed to carry out the service. 1.5 SUDA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to award of contract without assigning any reason whatsoever. 1.6 SUDA is not bound to accept any conditional proposal.
2.	Scope of Bid	SUDA wishes to engage Agency for processing of Legacy Waste through Bio-remediation and Bio-mining process and disposal of end products as per Solid Waste Management Rules 2016 or any amendment as amended thereof. The income derived from sale of fractions shall be of the agency. The agency will be responsible for providing services under the scope of work. Detailed Scope of Work mentioned in Section V: Terms of Reference (TOR).
3.	Source of Funds	Swachh Bharat Mission (U).
4.	Tender Inviting Authority (TIA)	The Director, State Urban Development Agency.
5.	Fraud and Corruption	The bidders will observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this the Authority will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question, or in procurement thereof. Anti-corruption guidelines are mandatory applicable to all procurement done as part of the project and all related protocols and procedure need to be followed during all stages of procurement. Any effort by the bidder(s) to influence the Authority/SUDA in the evaluation and ranking, any financial proposal and recommendation for award of contract, will result in the rejection of the proposal. A recommendation for award of contract shall be rejected if it is determined that the recommended bidder has a directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

		In such cases, the Authority/SUDA shall blacklist the bidder either for indefinite period or for a stated period of time, disqualifying it from selection and may prevent it in any related bidding process for the said period, as the Authority/SUDA will deem fit & proper, which may vary from case to case basis.
6.	Eligible Bidders	Proposal may be submitted by interested bidders as a single entity or a group of entities ("Bidding JV"). In case of JV, the maximum numbers of entities are limited to 2 (two) including the Lead Member. For eligibility, the bidder shall have at least: 6.1 (a) The Entity / Bidder must be a company as specified in Companies Act, 1956/2013 OR a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 OR a Company incorporated under equivalent law abroad OR a Society registered under The Societies Registration Act, 1860 OR a Proprietorship Firm OR a Partnership Firm OR a Co-Operative Society OR any other similar legal entity, etc., registered under the relevant law(s) of India. The time period elapsed from commencement of business, notwithstanding, the aforesaid, the constitution/memorandum/article of the entity must contain a specific clause with regard to the nature of work executed in term of the contract should be at least 3 (three) years prior to the date of publication of tender. (b) In case of a JV, members shall be of Indian origin and the number of years of commencement of business, will have to be at least 3 (three) years prior to the date of publication of tender and to be met by both members of the JV, individually. However, if any member other than lead member is a start-up in the waste management sector registered under the Department for Promotion of Industry and Internal Trade (DPIIT), under the Ministry of Commerce and Industry, Government of India or Micro, Small & Medium Enterprises (MSME) in the waste management sector registered in West Bengal shall be exempted for the said period of commencement of business. Such registrations, shall have to be done prior to the date of publication of tender. 6.2 i) Intending bidder should produce credentials of a same or similar nature (i.e. processing and disposal of legacy waste through Bio-remediation and Bio-mining or any type of fresh Municipal Solid Waste processing and its disposal works or combination of processing of both legacy and fresh waste) of completed work, with any Central or State Government/ Government Undertaking/ Autonomous Bodies/ Semi-Government/ Public Sector Undertaking/ Statutory Bodies/ Local Bodies (Panchayats/ ULBs) etc. of the minimum quantity of 40% of the estimated quantity put to tender during the last 7 years prior to the date of publication of tender. Or, ii) Intending bidder should produce credentials of 2 (two) nos. same or similar nature (i.e. processing and disposal of legacy waste through Bio-remediation and Bio-mining or any type of fresh Municipal Solid Waste processing and its disposal works or combination of processing of both legacy and fresh waste) of completed work, with any Central or State Government/Government Undertaking/ Autonomous Bodies/ Semi-Government/ Public Sector Undertaking/ Statutory Bodies/ Local Bodies (Panchayats/ULBs) etc. of the minimum quantity of 30% of the estimated quantity put

		to tender during the last 7 years prior to the date of publication of tender. Or, iii) (a) Intending bidder should produce credential of one single running work of same or similar nature, along with period of performance, performance status in connection with the processing and disposal of legacy waste through Bio-remediation and Bio-mining with any Central or State Government/ Government Undertaking/ Autonomous Bodies/ Semi-Government/ Public Sector Undertaking/ Statutory Bodies/ Local Bodies (Panchayats/ULBs) etc., which has been completed to the extent of 80% or more and quantity of which is not less than the desired quantity at (i) above OR, (b) Intending bidder should produce credential of one single running work of same or similar nature, along with period of performance, performance status in connection with the processing and disposal of any type of fresh Municipal Solid Waste processing and disposal works having completed minimum 1 (one) year Operation & Maintenance irrespective of completion period with 40% or more quantity given in the tender in a single contract or, with 30% or more quantity given in the tender in more than one contract, with any Central or State Government/Government Undertaking/Autonomous Bodies/ Semi-Government/ Public Sector Undertaking/ Statutory Bodies/ Local Bodies (Panchayats/ ULBs) etc., OR, (c) Intending bidder should produce credential of one single running work of same or similar nature, along with period of performance, performance status in connection with the processing and disposal of both legacy and fresh Municipal Solid Waste processing and disposal works having completed minimum 1(one) year Operation & Maintenance in fresh waste processing & disposal irrespective of completion period with 40% (sum of the legacy waste and fresh waste quantity) or more quantity given in the tender in a single contract or, with 30% (sum of the legacy waste and fresh waste quantity) or more quantity given in the tender in more than one contract with any Central or State Government/ Government Undertaking/ Autonomous Bodies/ Semi-Government/ Public Sector Undertaking/ Statutory Bodies/ Local Bodies (Panchayats/ULBs) etc. In case of both legacy and fresh waste processing and disposal works, having completed 80% or more of legacy waste processing and disposal only, the said project will be treated as depicted in point no iii(a) above. In case, the applicant is a JV, the required credentials criteria are to be fulfilled jointly, provided minimum 60% of the criteria is fulfilled by the Lead Member and minimum 25% of the criteria is fulfilled by the other Member. If the other Member is a startup in the waste management sector, registered under the Department for Promotion of Industry and Internal Trade (DPIIT), under the Ministry of Commerce and Industry, Government of India or Micro, Small & Medium Enterprises (MSME) in the waste management sector registered in West Bengal shall be exempted for technical experience, provided they are bidding with an experienced lead partner, as JV, meeting with 100%
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		technical qualification, as required in this RFP, and the partners are jointly and severally responsible for contract implementation. In case of running works, only those tenderer(s) who will submit the certificate of satisfactory running work along with period of performance, performance status specifying achievements, if any, in connection with the processing and disposal of legacy waste through Bio-remediation and Bio-mining or any type of fresh Municipal Solid Waste processing and disposal works or combination of processing and disposal of both legacy and fresh waste from the concerned Executive Engineer, or equivalent Competent Authority will be eligible for the tender. In the required certificate it should be clearly stated that the work in progress is satisfactory with specific noting about period of performance, responsibility and quality of work and also that no penal action has been initiated against the executing agency, i.e., the tenderer. 6.3 Bidder must have valid PAN, GST, EPF and ESI certificate as per Government rules. The agency needs to be registered in NSIC/Excise registration against which the MSME or Udyam registration can be accepted. In case of JV all the partners shall submit the above documents. 6.4 Bidder having sufficient qualified technical personnel (i.e., one Project Manager and one Civil Engineer) with sound knowledge and minimum 5 years' experience in their relative fields. The age limit of technical personnel should be not more than 65 years prior to the date of publication of tender. 6.5 The prospective bidders should not have been Black Listed by any Central/State Government/Autonomous Body/International or National organization in the last 3 (three) years, prior to the date of publication of tender. (An Affidavit, duly affirmed before the notary officer will only be accepted, and in this respect, the prospective bidders have to furnish the Affidavit, duly affirmed before the notary officer, without which the Technical Bid may be rejected) 6.6 The Bidder shall furnish the Article of Association and Memorandum, if applicable, showing its constitution and object. 6.7 In case of the JV, The Lead member should have a stake of at least 51% and the partners of the Joint Venture shall have a stake of at least 10%. The JV members shall be jointly and severally liable under the contract. On successful completion of the project, the Credential Certificate, if needed by the JV, shall be given according to the stake, mentioned in their JV agreement. 6.8 Average annual turnover of the bidder in the last three financial year (i.e., 2022-23, 2023-24 and 2024-25) should be at least Rs. 8.80 crore. In case, the applicant is a JV, the required turnover criteria is to be fulfilled jointly, provided minimum 60% of the criteria is fulfilled by the Lead Member and minimum 25% of the criteria is fulfilled by the other Member. If the other Member is a startup in the waste management sector, registered under the Department for Promotion of Industry and Internal Trade (DPIIT), under the Ministry of Commerce and Industry, Government of India or Micro, Small & Medium Enterprises (MSME) in the waste management sector registered in
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		West Bengal shall be exempted from Turnover criterion. [<i>Turnover shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of chartered Accountants of India (ICAI)</i>]. The bidder to submit the Tax Audited Report in Form 3CB and 3CD format, (as applicable) along with Balance Sheet and Profit & Loss statement. “UDIN” number in this regard must be mentioned. 6.9 The bidder should have a Net Worth of not less than Rs.6.60 crore in the preceding financial year (i.e FY 2024-25): Copy of the Certificate issued from a certified Chartered Accountant, not older than six (6) months from the date of publication of this RfP document. In case, the applicant is a JV, the required Net Worth criteria is to be fulfilled jointly, provided minimum 60% of the criteria is fulfilled by the Lead Member and minimum 25% of the criteria is fulfilled by the other Member. If the other Member is a startup in the waste management sector, registered under the Department for Promotion of Industry and Internal Trade (DPIIT), under the Ministry of Commerce and Industry, Government of India or Micro, Small & Medium Enterprises (MSME) in the waste management sector registered in West Bengal shall be exempted from Net Worth criterion. <i>Copies of Audited financial statement including Balance Sheet, Income & Expenditure statements, Note to Accounts & Schedules for last three (3) financial years are to be submitted accordingly.</i> 6.10 Bidder must have a Functional Service Centre in the State. If service center is not already there at the time of bidding, successful bidder shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre. 6.11 Any information/statements uploaded in the tender, if found to be false/incorrect/fabricated/misrepresented/fraudulently made or concealed, will be liable to be rejected/cancelled/terminated at any stage of the tender, and the bidder shall also be liable to be prosecuted under the specific provisions of the law of the land for the time being in force in addition to forfeiture of EMD/security deposit. (An Affidavit, duly affirmed before the Notary officer, in this respect has to be furnished by the prospective bidders without which the Technical Bid may be rejected) 6.12 No agency with 2 or more running/ongoing/incomplete/not started legacy waste/fresh waste works in the state of West Bengal is eligible to participate.
7.	Eligible Materials, Equipment, and Services	The materials to be processed is legacy waste at dump site. Following at the tentative list of equipment to be used for processing and disposal of Legacy Waste. Equipment and Services like: Trommel, Ballistic Separator (If required), Air Blower, Real time Monitoring System including CCTV surveillance, Weigh Bridge, Hydraulic earth excavator, Hopper/ Tipper/ Dumper, Backhoe loader, Truck, etc. The above list is indicative one but not exhaustive.
B. Contents of Bidding Document		

8.	Clarification of Bidding Document	Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the data sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Authority's address indicated in the data sheet. The Authority shall have the power to amend the RFP. It shall do so following the procedure under Para: B.9.
9.	Amendment of Bidding Document	At any time before the submission of proposals, the Authority may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be given in website. To give bidders reasonable time in which to take an amendment into account in their proposals the Authority may, if the amendment is substantial, extend the deadline for the submission of proposals.
10.	Site Visit and Verification of Information	Bidders are advised to submit their respective bids after visiting the sites and ascertaining for themselves the quantity of waste lying at site, site condition, location, surroundings, climate, applicable laws, applicable permits and regulations and any other matter considered relevant by them. Further examine the participating municipalities of the project for waste management practices, existing infrastructure and its surrounding and ascertain themselves on all technical and other aspects necessary for preparing their proposal (bid) including carrying out necessary technical surveys, field investigation etc. at its own cost and risk. The applicants shall be deemed to have full knowledge of the site condition upon submitting the proposal in response to this RFP. The bidders shall be responsible for all of the cost associated with the preparation of their bids and participation in the bidding process. SUDA will not be responsible or in any way liable for such cost, regardless of the conduct or outcome of the bidding process.
11.	Pre-Bid Meeting	08.09.2026 at 1:00 pm Mode of meeting: Physical Venue: At the office of the State Urban Development Agency, ILGUS Bhawan, HC Block, Sector III, Salt Lake City, Kolkata-700106.
12.	Local Condition	Since there is provision of site visit and verification of information in the RFP, each bidder is expected to become fully aware/acquainted with the local conditions and factors which may affect the performance of the contract and/or the cost. The bidders are expected to know all the conditions and factors, which may have any effect on the execution of the contract after issuance of the LOA and Work Order. The Authority shall not entertain any request for clarification from the bidder regarding such local conditions. It is the responsibility of the bidders that such factors have been properly investigated and considered before submitting the proposal. No claim, whatsoever, including that for financial adjustment to the contract under the bidding document will be entertained by the Authority. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted on account of failure of the bidder to know the local laws /conditions. The bidder should submit a declaration that the site has been properly surveyed and investigated and the site is free from all encumbrances including its conditions, surroundings, and all other applicable conditions for executing the Work Order. (In this respect, the declaration in form of an Affidavit, duly affirmed before the Notary Officer should be submitted by the bidder without which the Technical Bid may be rejected.)

13.	Governing Law & Penalty Clauses & Jurisdiction	Governing Law & Jurisdiction: The rights and obligations of the bidders and the Authority/SUDA with regard to this document and allied matters will be governed by the prevailing laws of the land. After issuance of the LOA and Work Order, under the contract the matters will also be governed by the prevailing laws of the land. Any dispute arising out of in relation to this document/contract/ToR and in addition hereby shall be tried to be amicably settled within a reasonable time as specified in this document/contract/ToR. If the dispute cannot be amicably settled within the reasonable time as specified in this document/contract/ToR, and/or, if the parties fail to arrive a just conclusion, in that situation, the legal steps in accordance of the Law of the Land/India may be taken and courts at Kolkata shall have exclusive jurisdiction to adjudicate the disputes or if both the parties agreed to do so, it may be referred to Arbitration. If both the parties do not agree to refer to Arbitration, then legal steps in accordance with the laws of India may be taken and courts at Kolkata shall have exclusive jurisdiction to adjudicate the disputes.
14.	Medical Care Unit	A Medical Unit having facilities of First Aid and Ambulance with life support shall be developed by the Bidder. After issuance of LOA and Work Order, a medical unit shall be installed at each site by the agency for providing first aid to the victims of the circumstances so that immediate care and caution be given before reaching to any hospital. It is upon the Agency to make necessary arrangements so that victim be promptly shifted to the nearest hospital. If possible, Agency has to maintain and keep trained health workers/Medical team headed by a competent doctor so that effective help/support be given immediately and to keep ready an ambulance with life support. The Authority/SUDA shall not bear any responsibility/liability for misconduct/ negligent work of the Agency in this regard. (In this respect, the declaration in form of an Affidavit, duly affirmed before the Notary Officer should be submitted by the bidder without which the Technical Bid may be rejected.)
15.	Tie bid	In case of Tie Bid: In this case, value of single work of similar nature completed during last 3 years shall be considered.
C. Preparation of Bids		
16.	Cost of Bidding	Nil
17.	Language of Bid	The proposal as well as all related correspondence exchanged by the bidders and the Authority shall be written in the English language.
18.	Preparation of Proposals	Proposals are to be submitted through e-tender portal (https://tenders.wb.gov.in) in two bid system using DSC. While preparing the financial proposal, the bidder should take in to consideration all the scope of work as mentioned in the RFP documents.

19.	Conflict of Interest	SUDA policy requires that Bidders or its members (if it is a JV) provide professional, objective, and impartial advice and at all times hold the SUDA's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: i. Such Bidder or its members (if it is a JV) providing consulting services, directly or indirectly related for the preparation of DPR/ RFP or in implementation of the instant project. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Contractor's obligations under a turnkey or design and built contract. ii. Such Bidder or its members (if it is a JV) submits more than one bid, either individually or as a joint venture partner in another bid. This will result in the disqualification of all bids in which the Bidder is involved. iii. Such Bidder or its members (if it is a JV) including its personnel has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to SUDA throughout the selection process and the execution of the Contract. iv. Such Bidder or its members (if it is a JV) has a relationship with another Bidder or its members (if it is a JV), directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidder. The Bidders shall not have a conflict of interest that may affect the selection process of bonafide Agencies. In case of situation, where conflict of interest is arising, the shortlisted bidder may be disqualified. In the event of disqualification, the Authority/SUDA may take appropriate steps as it deems fit & proper and action including charging fees for compensation and damages without prejudice to any other right or remedy that may be available to the Authority/SUDA. Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its bid/contract- in case the same comes to light later, post awarding of contract. (An Affidavit duly affirmed before the Notary Officer that the bidder shall not have any conflict of interest which may affect the selection process of the Bonafide agencies.)
20.	Only one Proposal	If a bidder (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of an Associate, including individual experts, in more than one proposal.

21.	Joint Venture	While preparing the technical proposal, bidders must give particular attention to the following: For the purpose of submitting a proposal and subject to para A.1(1.3) above, a shortlisted bidder may enhance its expertise for the assignment either by: Forming a Joint Venture with number of other Firm/company/LLP indicated in the data sheet, in which case the lead bidder and the other partner of the Joint Venture shall be jointly and severally liable under the contract. In the event that the bidder forms a Joint Venture as described above, the bidder shall submit notarized JV Agreement, as the case may be, with its technical proposal, where it is pertinent to mention that statutory documents like PAN, GST registration Certificate, Bank account details, Labour License, etc. in the name of the Joint Venture shall be submitted within 3 months from the date of issuance of work order. No payment shall be made without submission of the aforesaid documents. Letter of Acceptance (LoA)/Letter of Intent (LoI) will be issued in the name of the JV. In the case of a Joint Venture, the bidder shall also submit a power of attorney (executed by all partners) that authorizes the designated lead or managing partner of the Joint Venture to act for and in behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any letter(s) of Joint Venture agreement, and Joint Venture power of attorney referred to herein, shall be attached to Standard Forms in Section 3 and submitted as part of the technical proposal of such agency.
22.	Documents Comprising the Bid	In preparing their proposal, bidders are expected to examine in detail the documents comprising the RFP. Bidders should enclose all necessary documentary proof indicated in the data sheet which is required to meet minimum eligibility criteria. The data sheet indicates the format of the technical proposal to be submitted. The technical proposal shall provide the information in the attached standard forms. Bidders whose proposals do not respond to the requirements of the documents comprising the RFP will be disqualified and the price proposal of such disqualified bidders will be unopened.
23.	Technical Proposal Format and Content	Depending on the nature of the assignment, bidders are required to submit a simplified technical proposal (STP). The data sheet indicates the format of the technical proposal to be submitted. Submission of the wrong type of technical proposal will result in the proposal being deemed non-responsive. The technical proposal shall provide the information in the attached standard forms (Section 3).
24.	Letters of Bid	Referred to Form TECH-1: Covering Letter
25.	Currencies of Bid and Payment	Currencies of Bid in INR (Rs.). Payment shall be made in Indian Rupees (Rs.) on actual output quantity.
26.	Period of Validity of Bids	Proposals must remain valid for 180 days from the last date of opening of the Financial Bid. During this period, bidders shall maintain the availability of manpower and assets committed in the proposal. Accordingly the Authority may request bidders to extend the validity period of their proposals if situation arises. Bidders are advised to extend the validity of their proposals.

27.	Bid Security/ Earnest Money Deposit (EMD)	2% of the Quoted Value (including GST, if any). [Initial EMD, as per schedule, to be deposited online either by Net Banking (through any Nationalized Bank/ Scheduled Bank) or through RTGS/NEFT as per requirement of the portal- https://tenders.wb.gov.in. If necessary, in addition to above, the successful bidder has to submit the balance of 2% of the Quoted Value (including GST, if any), within 10 (ten) working days from the date of issuance of LoI/ LoA, through Demand Draft in favor of SUDA, payable at Kolkata.]
D. Submission and Opening of Bids.		
28.	Date & time of uploading (publishing) of e-RfP and other documents (online)	28.08.2026 at 5:00 pm
29.	Date & time for documents download starting date (Online)	28.08.2026 at 5:30 pm
30.	Date & time for documents download ending date (Online)	21.09.2026 at 4:00 pm
31.	Last date for bidders/ contractors/ agencies to submit Supplementary Questions/ Queries (arising out of site visits only)	07.09.2026 at 5:00 pm Queries are to be submitted to: The Director, State Urban Development Agency, ‘ILGUS BHAWAN’, HC Block, Sector III, Bidhannagar, Kolkata – 700106. Email: wbsudadir@gmail.com
32.	Issue of response, if any	Will be published on https://tenders.wb.gov.in
33.	Corrigendum/ addendum, if any	Will be published on https://tenders.wb.gov.in
34.	Starting date & time for submission of tender through online	28.08.2026 at 6:00 pm
35.	Last date & time limit for submission of tender through online (Bid Due Date)	21.09.2026 at 5:00 pm
36.	Date & time for opening of the Technical Bid (Part-I)	23.09.2026 at 5:00 pm

37.	Power Point Presentation date for only those bidders who have achieve the eligibility criteria	To be notified later through e-mail
38.	Date of uploading the list of technically qualified bidders (Online)	To be notified later in https://tenders.wb.gov.in
39.	Date & time for opening of the Financial Bid (Part-II)	To be notified later in https://tenders.wb.gov.in
40.	Method of Bid Submission	Online e-tendering process: Two bid system (Part-I: Technical Bid and Part-II: Financial Bid).
41.	Submission of bids	(a) Intending bidders may download the tender documents from https://tenders.wb.gov.in directly with the help of his/her Digital Signature Certificate and the Earnest Money should be deposited online either by Net Banking (through any Nationalized Bank/Scheduled Bank) or through RTGS/NEFT as per requirement of the system, as per GO no. 3975-F(Y) dt. 28.07.2016 of Finance Department, Government of West Bengal. Further details may be available from the office of the undersigned or from the MA Department. (b) The complete proposal (Technical Bid and Financial Bid) should be submitted through online e-tendering process concurrently duly digitally signed in the website https://tenders.wb.gov.in, as per time schedule stated herein under. Time will be recorded as per service clock. (c) No financial information should be uploaded to the folder marked for technical bid. (d) Bidders are requested to submit requisite relevant documents only. Submission of irrelevant and unasked documents may lead to cancellation and/or rejection of candidature of the bidder, without any intimation.
42.	Opening of Bids	After opening and evaluation of Technical Bids, Financial Bids of the technically qualified bidders will be opened. The decision of the Tender Inviting Authority (TIA) will be final and binding by all the bidders.
E. Evaluation and Comparison of Bids		
43.	Confidentiality	Information relating to evaluation of proposal and opening of those shall not be disclosed to the non-participating bidders or to other persons not officially concerned with the process until decided by the Authority. The undue use by any bidder of confidential information related to that process may result in rejection of its proposal and may be subject to the provision of fraud and corruption policy.

44.	Disclaimer	The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by State Urban Development Agency under Municipal Affairs Department, (hereinafter referred to as "SUDA") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist in formulation of their proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for SUDA, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigations into the proposed project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project. Information provided in this RFP to the applicant is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. SUDA, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this document or otherwise as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document and any assumption, assessment, statement or information contained herein or deemed to form part of this document or arising in any way in the selection process. SUDA may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information presented in this RFP document by issuing an addendum through the dedicated website and any such addendum will be binding on all the bidders. In such case reasonable time may be given or time may be extended for the bidders to submit their proposal, if any. Mere submission of a responsive Bid/Proposal does not ensure selection of the Bidder as Agency. The RFP may be postponed or cancelled at any time due to administrative reasons or unavoidable circumstances and no claim shall be entertained on this account. The Authority/SUDA also accepts no liability of any nature whether resulting from negligence or otherwise, however, caused arising from reliance of any applicant upon the statement contained in this RFP document. The issue of RFP does not imply that the Authority is bound to select an applicant or to appoint the selected bidder/applicant, as the case may be, for service and the Authority/SUDA reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.
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45.	Disclosure	Bidders have obligations to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract (in case of successful bidder). Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting, debarment, etc.) or other arrangements relating to bankruptcy, insolvency or the financial standing of the bidder, including but not limited to appointment of any officer such as a receiver in relation to the bidder's personal or business matters or an arrangement with creditors or of any other similar proceedings. Bidders must disclose if they have been convicted of, or are the subject of any proceeding relating to: a. A criminal offence or other serious offence punishable under the law of the land or where they have been found by any regulator or professional body to have committed professional misconduct. b. Corruption including offer or receipt of an inducement of any kind in relation to obtain any contract. c. Failure to fulfil any obligations in any jurisdiction relating to the payment of taxes or social security contribution. (In this respect, the declaration in form of an Affidavit, duly affirmed before the Notary Officer should be submitted by the bidder without which the Technical Bid may be rejected.)
46.	Shortfall of documents	If, the bid documents uploaded with minor clerical / rectifiable deficiencies, in such cases: i. The TIA may give an opportunity to the bidders whose technical bids are found defective due to minor clerical mistakes / rectifiable deficiencies to explain their position within seven working days through online. ii. And after receiving the clarification on deficiency, the TIA may take appropriate decision regarding the acceptability of the bid considering the merit of the case.
47.	Examination of Technical Bids	The bidder shall fulfill minimum eligibility criteria as mentioned above in this section. On successful evaluation of minimum eligibility criteria further technical evaluation shall be carried out as given below in point no 48 in this section. To facilitate evaluation of Proposals the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing and shall be supported by documents duly issued by appropriate Authority. If a Bidder does not provide clarifications sought within the allowed time, its Proposal shall be liable to be rejected. Bidders are advised that the evaluation of Proposals will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the bidding process selection will be given. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process based on such information. The Authority reserves the right not to proceed with the Bidding Process at any time without notice and to reject any Proposal without assigning any reasons whatsoever.

48.	Responsiveness of Technical Bids	On successful completion of technical bid evaluation, list of technically qualified bidders shall be uploaded in wb-tender portal and shall be considered for financial evaluation. Bid Evaluation: The Technical proposals will be evaluated by the Technical Evaluation Committee on the basis of information provided in the technical proposal of the Bidders to check the compliance of eligibility criteria. The selection of the agency will be based on the Combined Quality Cum Cost Based Selection (CQCCBS) method, wherein 70% weightage will be given to the Technical Score and 30% weightage will be given to the Financial (Price Bid) Score. The Bidder securing the highest combined score shall be considered for award of contract. The Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and Work Plan. Only those Bidder's whose Technical proposals get a score of 75 marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST). The scoring criteria to be used for technical evaluation shall be as per the Table provided in Bid Evaluation Criteria. The minimum qualifying technical score is 75. Financial proposal of only those Bidders will be opened who scores 75 or more marks in the Technical Evaluation. The financial proposal of technically qualified Bidders will be evaluated. Arithmetical corrections (if any) will be made by the evaluation committee. The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Agency. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other Proposals will be computed as follows: $SF = 100 \times FM/F$ (F = amount of Financial Proposal) Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows: $S = ST \times Tw + SF \times Fw$ Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively. The Selected Agency shall be the first ranked having the highest combined score. The second ranked Agency shall be kept in reserve and may be invited for negotiations if situation arises.
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Bid Evaluation Criteria:		
Sl	Parameter	Maximum Marks allotted
1	Firm's General Experience	10
	Number of Years of Experience of the Firm/company etc. (In case of JV Year of Establishment of Lead Member shall be considered) i. More than or equal to 3 years: 7.0 marks ii. Additional 1 mark for every additional years of experience of 2 years subject to maximum 10 marks	
2	Bio-remediation and Bio-mining of legacy waste Experience	20
	i) The bidder should have completed work of a same or similar nature (i.e. processing and disposal of legacy waste through Bio-remediation and Bio-mining or combination of processing of both legacy and fresh waste tender with completion of legacy Waste only), with any Central or State Government/ Government Undertaking/ Autonomous Bodies/ Semi-Government/ Public Sector Undertaking/ Statutory Bodies/ Local Bodies (Panchayats/ ULBs) etc. of the minimum quantity of 40% of the estimated quantity put to tender during the last 7 years prior to the date of publication of tender. Or, ii) The bidder should have completed work of 2 (two) nos. same or similar nature (i.e. processing and disposal of legacy waste through Bio-remediation and Bio-mining or combination of processing of both legacy and fresh waste tender with completion of legacy Waste only), with any Central or State Government/Government Undertaking/ Autonomous Bodies/ Semi-Government/ Public Sector Undertaking/ Statutory Bodies/ Local Bodies (Panchayats/ULBs) etc. of the minimum quantity of 30% of the estimated quantity put to tender during 7 years prior to the date of publication of tender. Or, iii) (a) The bidder should have completed in one single running work of same or similar nature, along with period of performance, performance status in connection with the processing and disposal of legacy waste through Bio-remediation and Bio-mining with any Central or State Government/Government Undertaking/ Autonomous Bodies/ Semi-Government/ Public Sector Undertaking/ Statutory Bodies/ Local Bodies (Panchayats/ULBs) etc., which has been completed to the extent of 80% or more and quantity of which is not less than the desired quantity at (i) above. OR,	

		(b) The bidder should have completed in one single running work of same or similar nature, along with period of performance, performance status in connection with the processing and disposal of both legacy and fresh Municipal Solid Waste processing and disposal works having completed minimum 1(one) year Operation & Maintenance in fresh waste processing & disposal irrespective of completion period with 40% (legacy waste quantity only) or more quantity given in the tender in a single contract or, with 30% (legacy waste quantity only) or more quantity given in the tender in more than one contract with any Central or State Government/ Government Undertaking/ Autonomous Bodies/ Semi-Government/ Public Sector Undertaking/ Statutory Bodies/ Local Bodies (Panchayats/ULBs) etc. In case of both legacy and fresh waste processing and disposal works, having completed 80% or more of legacy waste processing and disposal only, the said project will be treated as depicted in point no iii(a) above. Capacity of project completed/running in a single tender: • 40% of quantity as mentioned herein: 10 marks • 60% of quantity as mentioned herein: 15 marks • 100% and above quantity as mentioned herein: 20 marks Capacity of project completed/running in multiple tenders: • 30% of quantity as mentioned herein, in both the tenders (lowest of the two, will be considered for marking): 10 marks • 50% of quantity as mentioned herein, in both the tenders (lowest of the two, will be considered for marking): 15 marks • 80% and above of quantity as mentioned herein, in both the tenders (lowest of the two, will be considered for marking): 20 marks ➤ Interpolation shall be made for intermediate quantity.	
3	Project Delivery		10
	If the number of sites where Bio-remediation and Bio-mining of legacy wastes at any dump site/ processing of fresh waste through city compost plants/ bio-gas plants/ waste to energy plant/executed infrastructure projects only in the following sectors: Waste Management or Landfill Construction in India have been completed in the past 7 (seven) years by the Bidder The minimum capacity per project should be 20% of the quantity as specified in each work or amount must be Rs. 4.40 crore as mentioned herein.		

		• 1 Project: 7 marks • 3 Project: 8.5 marks • 5 Project and above: 10 marks ➤ Interpolation shall be made for intermediate number of sites.	
4	Financial Capacity of the Firm		15
4a	Average Annual Turnover		10
	Average annual turnover of the bidder during last three financial years (As mentioned above) [If the Bidder is a JV, then either/both of the members shall fulfil the total turnover criteria jointly] • Rs.8.80 crore: 4 marks • Rs.16.50 crore: 6 marks • Rs.22.0 crore and above: 10 marks ➤ Interpolation shall be made for intermediate Average Annual Turnover.		
4b	Net Worth		5
	Net Worth in the preceding financial year (FY 2024-25) of the Bidder [If the Bidder is a JV, then either/both of the members shall fulfil the total Net Worth criteria jointly] • Rs.6.60 crore: 3 marks • Rs.16.50 crore: 4 marks • Rs.22.0 crore and above: 5 marks ➤ Interpolation shall be made for intermediate Net Worth.		
5	Approach and Methodology		30
	a. Technology and Process focused on 100% land recovery and necessary environment mitigation measures: 20 marks b. Disposal/Utilization Plan for Materials recovered from the dump site: 5 marks c. Work Schedule and timelines: 5 marks ➤ Date for the Power Point Presentation on Technical Approach and Methodology will be informed in due course.		
6	Plant & Machineries		15
	The Bidder shall have at least one set of plant & Machinery under their control. (The plants and machineries shall either be owned or shall have valid agreement with the owner of the plant and machineries in non-judicial stamp paper). Proof of ownership need to be submitted with the bidding proposal. 1 complete set of plants & machinery (each Set shall consist of 1 trommel having capacity non less than 40 TPH, 1 Dumper and 1 crawler mounted excavator) for Bio-remediation and Bio-mining: 7 marks 2 complete set of plants & machinery (each Set shall consist of 1 trommel having capacity non less than 40 TPH, 1 Dumper and 1 crawler mounted excavator) for		

		Bio-remediation and Bio-mining: 10 marks 3 complete set of plants & machinery (each Set shall consist of 1 trommel having capacity non less than 40 TPH, 1 Dumper and 1 crawler mounted excavator) for Bio-remediation and Bio-mining: 15 marks	
		TOTAL	100
49.	Non-material / Non-conformities	Provided that a tender is substantially responsive, the Authority may waive any non-conformity in the tender that does not constitute a material deviation, reservation, or omission. Furthermore, the Authority may request the Bidder to submit the necessary information and/or documentation, within a reasonable period, to rectify non-material non-conformities related to documentation requirements. Such requests shall not relate to any aspect of the bid price. Failure by the Tenderer to comply with the request may result in the rejection of its bid.	
50.	Sub-contractors	Engagement of sub-contractors shall not be allowed.	
51.	Evaluation and Comparison of Price Bids	The selection of the agency will be based on the Combined Quality Cum Cost Based Selection (CQCCBS) method, wherein 70% weightage will be given to the Technical Score and 30% weightage will be given to the Financial (Price Bid) Score. The Bidder securing the highest combined score shall be considered for award of contract. One bidder can participate in any tender related with only Legacy Waste processing invited by TIA under the aegis of UD&MA Department, Govt. of W.B., but one bidder will not be awarded more than 12 lakh MT quantity, in the event of becoming H1 bidder in multiple tenders, he will be entitled to choose 12 lakh MT quantity as per their choice in all the upcoming tenders within the current financial year i.e. 2026-2027. Further the tenderer will not be allowed to award any further tender invited by TIA under the aegis of UD&MA Department, Gov. of WB during the financial year ending 31st March 2027. This criteria will be applicable with effect from the date of publication of this tender. For those tenders, where the H1 Bidder could not be awarded the contract based on above mentioned condition, the H2 bidder for those tenders only, will be offered to match their rates with the H1 rate and offered rate of the H2 bidder whichever is less subject to awarding of maximum 12 lakh MT quantity as per condition mentioned above. If the H2 Bidder refuses, then H3 and H4 Bidder accordingly will be offered. For those tenders, where the H2 Bidder could not be awarded the contract based on above mentioned condition, the H3 bidder for those tenders only, will be offered to match their rates with the H1 rate and offered rate of the H3 bidder whichever is less subject to awarding of maximum 12 lakh MT quantity as per condition mentioned above. If the H3 Bidder refuses, then H4 Bidder will be offered. For those tenders, where the H3 Bidder could not be awarded the contract based on above mentioned condition, the H4 bidder for those tenders only, will be offered to match their rates with the H1 rate and offered rate of the H4 bidder whichever is less subject to awarding of	

		maximum 12 lakh MT quantity as per condition mentioned above. If the H4 Bidder refuses, then fresh tender will be floated.
52.	Employer's Right to Accept Any Bid, and to Reject Any or All Bids	The Director, SUDA reserves the right to accept or reject any or all bids and to modify the terms and conditions without assigning any reason thereof.
53.	Disqualification	Even though a Bidder meets the technical qualifying criteria, it could be disqualified if it has: - Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements. - Submitted the Bid, which is not accompanied by the required documents. - Failed to provide any clarifications related thereto. - Where the bidder has already submitted the Bid and is a member of entity, which has already submitted the Bid, or vice versa. - Violates any other condition mentioned herein before/ herein after. - Proposal received in incomplete form. - Proposal not in accordance with the procedure and format and bidder tries to influence for receiving the proposal in offline mode after due date and time. - Bidder tries to influence the proposal evaluation process. - Bidder or any person acting on its behalf indulges in corrupt and/or fraudulent practices. - If any such information which would have entitled SUDA/ authority to reject or disqualify the Bidder, becomes known even after award of contract SUDA/ authority reserves the right to cancel the contract at any stage without assigning any reason thereof. - Bidders who canvass or attempt to influence the qualification or selection process shall necessarily be disqualified from the process at any stage. - Where the bidder has been declared as defaulter or blacklisted by the Govt. Agencies or any other municipal committees/ULBs etc., before the date of opening of financial Bid. - Any other condition/situation which holds the paramount interest of the Authority/SUDA during the overall selection process. - Where the bidder is engaged in any criminal act and for which criminal case of any nature is initiated. - Proposal shall be disqualified where conflict of interest occurred.
54.	Notice of Intention for Award of Contract (LoI/ LoA)	Upon finalization of the bidding process and prior to the expiry of the Tender Validity Period the Tender Inviting Authority (TIA) shall issue a Notification of Intention to Enter into a Contract/Notification of award to selected bidder.
F. Award of Contract		
55.	Signing of Contract Agreement	The Tripartite agreement shall be signed within 15 working days from the date of issuance the LoI/LoA. The Earnest Money Deposit (EMD), may be forfeited if the H1 bidder withdraws from signing the agreement or if there is any misrepresentation of facts. If the successful H1 Bidder withdraws before the agreement is signed and/or does not sign the agreement within 15 working days from the date of issuance of LOI/LOA, TIA can cancel the LOI/LOA and also can invite a fresh tender.
56.	Mobilization Advance	Mobilization Advance will be given to the bidder as per applicable

		financial norms which is up to 10% of the tendered amount. It will be deducted from each running bill @1% and the rest from the last and final Bill. Allow mobilization advance to the agency on the following conditions: 1. The mobilization advance @10% of tendered amount at 10% simple interest may be sanctioned to the contractor on specific request as per term of the contract, 2. The mobilization advance shall be released only after submission of an unconditional Bank Guarantee from a scheduled bank by the contractor for the amount of advance and interest, which will remain valid for the contract period, 3. The mobilization advance together with interest on the advance shall be recovered from running account bills of the contractor.
57.	Duration of Contract	The duration of contract for performing the services shall be as indicated in Data Sheet.
58.	Security Deposit (SD)	The amount of Security Deposit, which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works to be executed. Security Deposit, amounting to 8% shall be deducted during the progressive running account bills, so that total deduction together with Earnest Money constitute 10% of the tendered value of work actually done. In case of excess/and supplementary work over the tendered amount, additional security @ of 10% of such additional amount is to be deducted for all such excess/ and supplementary works beyond the tendered amount before payment of final bill. Compensation of all other sums of money payable by the contractor to the Government under the terms of the contract may be deducted from the Security Deposit. However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security deposit and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into Security Deposit. Security deduction will not normally be required for hiring of inspection vehicles and boats etc., supply of tools & plants, furniture and computer peripherals. Separate agreement may be required in those cases, particularly for consultancy and RFP for EPC, which shall be made in standard formats to be approved by the Government. The Contractor wouldn't get any provision for refund of the Security Deposit by replacing equal amount of Bank Guarantee from any scheduled Bank, even after completion of the work. No interest shall be payable on the deducted amount.
59.	Bidding-Related Complaints	The results of the technical evaluation shall be made public on e-tender portal following which there will be a period of 48 Hours during which any bidder may submit complaint which shall be considered for resolution before opening the financial bid.

SECTION 2: DATA SHEET

Instructions to Bidders reference	Description				
A.1(1.1)	Name of the Client: The Director, SUDA. Method of selection: Combined Quality Cum Cost Based Selection (CQCCBS) method.				
A.1(1.2)	Financial Proposal to be submitted together with technical proposal: Yes The overall scope of work is as specified in the Terms of Reference.				
A.1(1.3)	The Authority will provide to the bidder/firm encroachment free dump site/dump sites filled with legacy waste for construction, installation & commissioning of waste processing plants & equipment required for Bio-remediation and Bio-mining of legacy waste.				
B.8	Clarifications may be requested not later than 15 days before the submission date. The address for requesting clarifications is: The Superintending Engineer, SUDA (Tel: 9836650784); Queries of bidders, if any are to be submitted through mail to the State Urban Development Agency at wbsudadir@gmail.com & sbm.wbsuda@gmail.com within 07.09.2026.				
C.18	As per available data the quantity of legacy waste at dump site is approx 4.0 lakh MT (considering incoming fresh waste upto December 2026) to be processed at Asansol MC (Phase-I) in Paschim Bardhaman District dump site as under.				
	Sl. No.	Name of the ULB	Name of the dump site	Approx quantity of accumulated legacy waste (in MT)	Area covered by legacy waste (in Acre)
	1	Asansol MC	Within Asansol MC	4.0 lakh	The measurement of the actual area covered by legacy waste will be carried out after the issuance of the work order, in the presence of SUDA and concerned ULB officials along with the H1 bidder.
	Total =			4.0 lakh	

	N. B.: 1. The quantity of legacy waste as given, had been estimated approximately, considering the waste currently lying at site(s) and daily incoming fresh wastes that will turn to legacy for the period/tenure of completion of processing of waste by the selected bidder. 2. The exact details regarding the quantum of Legacy Waste, Waste Characterization, Air & Water Quality at the dump sites etc. shall have to be measured and quantified by the selected bidder, before starting of his job. This should be checked, verified and vetted by the Engineer-in-Charge and the Request for Proposal Inviting Authority. 3. Bidders are requested to visit the site, before submission of their bids positively. If the quantity of legacy waste to be removed is less than the quantity as mentioned, no claim with regard to shortfall of waste, will be entertained by the Tender Inviting Authority (TIA), under any circumstances. 4. The quantity of Bio-remediation and Bio-mining of legacy waste can further be increased up to 50% i.e., 2.0 lakh MT, as per the prior approval of the Tender Inviting Authority, depending upon the performance of contractor and availability of funds. Rate will be considered as the quoted rate for the increased quantity beyond the tender quantity. <i>(Additional Time Period for Bio-remediation and Bio-mining of extra 50% quantity of legacy waste, over and above the tendered quantity, if required and approved, shall be provided to the agency, on pro-rata basis. In this situation, 10% of bill amount for this Additional Work will be deducted as Security Deposit from such R/A Bill drawn afterwards.)</i>
C.21	Proposal may be submitted by interested bidders as a single entity or a group of entities ("Bidding JV"). In case of JV, the maximum numbers of entities are limited to 2 (two) including the Lead Member.
C.22	The bidder is also advised to visit the site/disposal ground and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for processing of Municipal Legacy Waste. The costs of visiting the site/sites and the municipal area shall be at the bidder's own expenses. The bidders must familiarize themselves with local conditions and installation of medical unit to take them into account in preparing their proposals. For Technical Bid, the Bidder has to upload the following statutory and non-statutory documents in https://tenders.wb.gov.in : (i) This RFP document, with all pages signed by the Authorized Signatory. (ii) Payment Receipt of EMD. (iii) Registration of firm/company (both lead partner & JV partner in case of Joint Venture) with the state government / Govt. of India under the relevant Act. (iv) Certificate of Incorporation/ Registered Partnership Deed/Equivalent Documents (both lead partner & JV partner in case of Joint Venture). (v) Copy of work orders & completion certificates (in case of completed projects) or certificate of satisfactory running work (in case of on-going project) in favour of bidder (both lead partner & JV partner in case of Joint Venture). (vi) Valid scanned copy of PAN, GST, EPF & ESI certificate, MSME/Udhyam registration etc. (both lead partner & JV partner in case of Joint Venture). (vii) The Article of Association and Memorandum, if applicable (both lead partner & JV partner in case of Joint Venture). (viii) Audited financial statement (Balance Sheet and Profit & Loss Statement) of the firm/company (both lead partner & JV partner in case of Joint Venture) for the last 3 years (2022-23, 2023-24 and 2024-25). Bidder shall submit the Tax Audited Report in Form 3CB and 3CD format (as applicable) along with the Financial Statement- Balance Sheet and Profit & Loss statement. "UDIN" number in this regard must be mentioned.

	(ix) Income Tax Return Certificate for the last 3 years (both lead partner & JV partner in case of Joint Venture). (x) Power of Attorney for the authorized person to sign the bid/proposal. (xi) Notarized Joint Venture agreement in case of Joint Venture. (xii) Section 4: Financial Proposal - Standard Forms (xiii) Section 3: Technical Proposal - Standard Forms. (xiv) Form of Affidavit duly affirmed before the Notary Officer that the bidder shall not have any conflict of interest which may affect the selection process of the Bonafide agencies. (xv) Form of Affidavit duly affirmed before the Notary Officer that the prospective bidders should not have been Black Listed by any Central/State Government/Autonomous Body/International or National organization in the last 3 (three) years, prior to the date of publication of tender. (xvi) A Statement in the form of Disclosure (as mentioned under Section 1) here in above in form of an Affidavit duly affirmed before Notary Officer same as above.. (xvii) A Statement supported by an affidavit duly affirmed before Notary Officer, that prospective bidder if becomes successful bidder shall w.e.f. issuance of Work Order, shall install medical care unit and shall provide immediate necessary medical assistance to the victim of circumstances and shall also provide first aid to the victims of the circumstances so that immediate care and caution be given before reaching to any hospital and to keep ambulance ready with life support so that victim be promptly shifted to the nearest hospital. (xviii) Any other document to fulfill the eligibility criteria/ evaluation criteria mentioned in Section 1 of this RFP.
C.23	The technical proposal to be submitted as Simplified Technical Proposal (STP) with the following documents: Form TECH-1: Covering Letter Form TECH-2: Bidder's Information Sheet Form TECH-3: Joint Venture Information Sheet Form TECH-4: Credentials of the bidder Form TECH-5: Financial capabilities of the bidder Form TECH-6: Sample Form of Declaration of the Bidder Form TECH-7: Key Technical and Managerial staff Form TECH-8: Methodology for Proposed Operation Form TECH-9: Power of Attorney for Signing of Bid Form TECH-10: Sample Form of Joint Venture Agreement Form TECH-11: Power of Attorney for Signing of Bid for Joint Venture

F.57	The contract agreement shall be signed along with the work order issuance within 15 working days from the date of issuance of LoI/LoA. Work Order shall be issued immediately along with the mobilization advance. During which the possession arrangements from ULB officials shall be completed. On signing the contract agreement and issuance of permissive possession from the ULB, the date of issuance of Work Order shall be treated as Day 0 (Zero). The Earnest Money Deposit (EMD), may be forfeited if the H1 bidder withdraws from signing the agreement or if there is any misrepresentation of facts. If the successful H1 Bidder withdraws before the agreement is signed and/or does not sign the agreement within 15 working days from the date of issuance of LoI/LoA, TIA can cancel the LoI/LoA and also can invite a fresh tender. The Agency shall complete all activities covered in the scope of work up to installation & commissioning of all the machineries required for Bio-remediation and Bio-mining of the legacy waste within 3.0 month (<i>within 2 months with minimum machinery installation to start processing and further scale-up upto full capacity within next 1 month</i>) from date of issuance of Work Order and receiving the mobilization advance. The term and condition shall be governed as per the tender document. Which delays the issuance of the work order to the agency for which the agency has to suffer the undue losses.
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SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

Form TECH-1: Covering Letter

[To be printed on letterhead of the Applicant including full postal address, telephone, faxes and e-mail address]

Memo. No.:

Date:

To

The Director, SUDA

Subject: Submission of proposal for “Disposal of legacy waste through Bio-remediation and Bio-mining process to reclaim the land of dumpsite utilizing scientific method located at Asansol MC (Phase-I) in Paschim Bardhaman District under Swachh Bharat Mission (U)”.

Dear Sir/Madam,

1. We are submitting this proposal for the work mentioned above and our proposal is valid for a period of 180 days from the last date of opening of the Financial Bid as mentioned in herein.
2. We understand that SUDA is not bound to accept any or all proposal(s) it may receive.
3. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our quotation and qualification.
4. We do, also, certify that all the statements made and/or any information provided in our RfP, are true and correct and complete in all aspects.
5. We declare that in the event that SUDA discovers anything contrary to our above declarations, it is empowered to disqualify us and our quotation from further participation in the Bid evaluation process and to cancel the contract at any time during the contract.
6. We declare that if SUDA discovers any misrepresentation of facts at any point of time, SUDA will have the right to forfeit the Earnest Money Deposit (EMD), Security Deposit (SD) and debar us from participating in any bid in the future.
7. If our proposal is accepted, we will furnish the balance Earnest Money Deposit (EMD), if applicable as mentioned in this RfP before signing the Contract Agreement.

Dated this ____ date of _____ 2026,

(Signature)

Name:

Designation:

Name of Firm: Company Seal

Form TECH-2: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

Form TECH-3: Joint Venture Information Sheet

Each member of a Joint Venture must fill out this form separately

Joint Venture Information	
Bidder's legal name	
Joint Venture Partner's legal name	
Joint Venture Partner's country of constitution	
Joint Venture Partner's year of constitution	
Joint Venture Partner's legal address in country of constitution	
Joint Venture Partner's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	

Form TECH-4: Credentials of the bidder

Details of Projects eligible for Technical Pre-Qualification:

(Provide details for only those Projects showing the work credentials of the bidder, use separate sheet for each project)

Name of Applicant/ Member of JV (In case of JV) claiming the Project Experience: _____	
Claiming the minimum eligibility criteria based on _____(quantity/amount)	
1.	Name of Project:
2.	Location of Project:
3.	Name of the Authority/ Client:
4.	Authority/ Client's Address & Telephone Number, Fax Number and e-mail ID of contact person:
5.	Project Cost (in ₹ Cr.):
6.	Nature of works and special features relevant to this project. (Details pertinent to the Technical Criteria of this RfP shall be submitted)
7.	Contract role (check one) • Sole Contractor • Joint Venture • Sub-Contractor
8.	a. Project Capacity: b. Your Company's share in the Project (%):
9.	Date of Award:
10.	Contract duration in terms of years and months:
11.	Date of Completion:
12.	Whether completed in specified duration, if no, reason for delay:
13.	Specified requirements:
14.	Name and professional qualifications of applicant's Engineer-in-Charge of the work:
15.	Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed? (Yes or No): If yes, give amount and explanation:

- a) Please repeat the above table for showcasing additional citations.
- b) Each project should be furnished with an Agreement/Work Order and completion/successful commission/ongoing certificate from the Authority/ client.

Form TECH-5: Financial capabilities of the bidder

Name of the Firm:

(all figures are in ₹ Crore)

Year	Financial Year 2022 - 2023	Financial Year 2023 - 2024	Financial Year 2024 - 2025	Average Annual Turnover
Total Annual Turnover				
Net Worth				

Instructions:

- 1. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. Failure to do so, the proposal may not be considered.*
- 2. A certificate from Statutory Auditor or may be from any Chartered Account (CA) firm should be provided (mentioning the requisite documentary evidence-UDIN with the Institute – ICAI) as supporting document certifying the Financial Pre-Qualification.*

Note:

1. The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
2. For the purpose of this RFP, turnover ("the turnover") shall mean the average of annual revenues from execution of the projects only during the preceding three financial years from the due date of submission of this bid. This shall not include capital grants/ capital subsidies/donations/ salaries/ dividend/ bonus /commission and interest income.
3. For the purposes of this RFP, Net Worth (the "Net Worth") shall mean:
 - (a) In case of Private Limited/Limited Companies incorporated under the Companies Act, 1956 (or the Companies Act, 2013) shall mean the sum of subscribed and paid up equity and all reserves created out of the profits and securities premium account after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write- back of depreciation and amalgamation(as prescribed in the Companies Act 2013).
 - (b) In case of Partnership Firms means partners' capital plus reserve & surplus.
 - (c) In case of individuals, means sum of all assets less liability.

Form TECH-6: Sample Form of Declaration of the Bidder

(Notarized)

(To be executed on Non-Judicial Stamp Paper of any value, not less than ₹100/-)

Before the Notary Officer

AFFIDAVIT

I/We, do hereby solemnly affirm and declare as follows:

1. That I/we the of the company in style and the name of “.....” which is situated at “.....” have duly authorized by and competent to affirm this affidavit on behalf of the said bidder.
2. That I/we are not being under ineligibility for corrupt or fraudulent practices.
3. That I/we were not blacklisted nor were any of the contract/services been debarred and/or terminated with/by any of the Central/State Government Ministries/Affiliates or UT Government/PSU Organizations for projects in India or elsewhere during the last 3 (three) years from the date of publication of tender.
4. That I/we have not been declared, insolvent/bankrupt or have not filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority in any country.
5. That our organization/company or any partner of the JV have no arbitration/ litigation history exists with any Government Organization during last 3 (three) years from the date of issue of the tender notices.
6. That all the submitted documents including statements uploaded in the tender are valid, genuine, true, correct and authenticate. Any information/statements uploaded in the tender if are found to be false/incorrect/fabricated/misrepresented/fraudulently made or concealed, the Bid will be liable to be rejected/cancelled/ terminated at any stage of the tender and the bidder shall also be liable to be prosecuted under relevant section of IPC/Bharatiya Nyaya Sanhiti and Indian Information and Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of EMD.
7. Any information/statements uploaded in the tender if are found to be false/incorrect/ fabricated/misrepresented/fraudulently made or concealed, the contract shall liable to be rejected/cancelled/ terminated at any stage during the execution of the contract and before release of security deposit and the agency shall also be liable to be prosecuted under relevant section of IPC/Bharatiya Nyaya Sanhiti and Indian Information and Technology Act 2008 & any other applicable law for the time being in force in addition to forfeiture of Security Deposit.

All above statements are true to the best of my knowledge and belief.

Date: <insert date>

Place: <insert place>

(Dated & Signature of the Tenderer)

Form TECH-7: Key Technical and Managerial staff

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

[illegible]

Form TECH-8: Methodology for Proposed Operation

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

The Implementation Plan shall comprise:

1. Proposed Strategy:
 - a. Proposed plan for communicating with the Authority staff.
 - b. Service Provider shall be required to submit a chart setting out the process flow for the activities envisaged.
 - c. Infrastructure (tools, equipment and vehicles) required for execution of the Project.(Please refer the indicative requirements mentioned in the ToR)

[illegible]

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

2. Processing Technology:

Method of Bio-remediation and Land reclamation: Describe the process, list of plant & machinery, power requirement, likely % of product, likely quantity of RDF & likely % of rejects, plan proposal for disposal of RDF and rejects etc.

3. Manpower Proposed to be deployed:

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

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

4. Monitoring mechanism proposed.

5. Mechanism for addressing any emergency situation.

Form TECH-9: Power of Attorney for Signing of Bid

[To be executed on Non-Judicial Stamp Paper of any appropriate value not less than ₹100/-]

POWER OF ATTORNEY

Know all men by these presents, We,... (name of Firm/Company) incorporated under the laws of India and having its registered office at..... do hereby constitute, nominate, appoint and authorize Mr./Ms.....(name), son/daughter/wife of and presently residing at..... who is presently employed with/retained by us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the “Attorney”/“Authorized Representative”) to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our bid titled “Disposal of legacy waste through Bio-remediation and Bio-mining process to reclaim the land of dump site utilizing scientific method located at Asansol MC (Phase-I) in Paschim Bardhaman District under Swachh Bharat Mission (U)”, a Request for Proposal (RFP) issued by the State Urban Development Agency (the “SUDA”) and subsequently for our selection as successful bidder including but not limited to signing of proposals and other documents and writings, participating in pre-bid meeting and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Authorization Agreement and undertaking consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of us Proposal for the said consultancy job and/or upon award thereof to us till the entering of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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 _____, 2026.

For (Signature, Name, Designation and Address)

Witnesses:

1) _____

2) _____

Notarized

Accepted (Signature, name designation and address of the Attorney)

Instructions regarding Power of Attorney:

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

Form TECH-10: Sample Form of Joint Venture Agreement

(On Non-Judicial Stamp Paper of any appropriate value not less than ₹100/-, if required as per laws of the country of the bidder, to be purchased in the Name of Joint Venture)

[For Joint and Several Liability of Joint Venture Partner]

We, the members (referred hereinafter as) and (referred hereinafter as.....) have agreed to the following:

1. So as to bid collectively and, if the Contract is to be awarded to us, to complete and fulfill the work by concluding the Contract for the (*Name of the work*), for which tenders have been sought by, the Members have established a Joint Venture in the form of (*Name of the JV*), the members of which will have joint and several liability.
2. If the Contract is awarded to our Joint Venture, the Contract Agreement will be signed byand / OR.....
3. which is the Member in Charge of our Joint Venture is fully authorized to act in the name and on behalf of our Joint Venture and we hereby attach the resolution adopted by each of us authorizing.....to act on our behalf.
4. The ratio of participation in the joint venture by the Members is as follows :
 - (i) Lead member - ____%
 - (ii) JV member- ____%
5. Under the provision that all the Members will be jointly and severally responsible and liable to SUDA the specific involvements and work subdivisions (if any) of the Members will be as follows :
 - a)
 - b)
6. The Agreement to form this Joint Venture is entered on // 20
7. It is expressly understood and agreed between the members to this Undertaking that the responsibilities and obligations of each of the members shall be as delineated in this RFP (to be suitably appended by the members along with this undertaking in its bid). It is further undertaken by the members that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under the Contract.

8. This Agreement form for joint and several liability is an integral part of the Joint Venture Declaration and will be finalized in case the Contract is awarded to our partnership/legal entity prior to the signature thereof.
9. The composition of the constitution of the Joint Venture shall not be altered without the prior consent of the Employer.

.....

(Signature)

.....

(Signature)

IN WITNESS WHERE OF, the members to this JV Agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

WITNESS 1: Full Name: Relationship with the JV members: Signature:	WITNESS 2: Full Name: Relationship with the JV members: Signature:
--	--

Form TECH-11: Power of Attorney for Signing of Bid for Joint Venture

(On Non-judicial Stamp Paper of any appropriate value not less than ₹100/-, if required as per laws of the country of the bidder, to be purchased in the Name of Joint Venture)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder.....have formed a joint venture under the laws of/ into form a Joint Venture and having our Registered Office(s)/Head Office(s) at.....(hereinafter called the 'Joint Venture' which expression shall unless repugnant to the content or meaning thereof, include its successors, administrators and assigns) acting through M/s.....being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of.....and having its Registered/Head Office at.....as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to work for the bids titled “.....” for which have been invited by.....(hereinafter called SUDA ‘SUDA’) to undertake the following acts:

1. To sign and submit proposal and participate in the aforesaid Bid Specification of SUDA on behalf of the "Joint Venture".
2. To negotiate with SUDA the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with SUDA for and on behalf of the "Joint Venture".
3. To do any other act or submit any document related to the above.
4. To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

For the above purpose, the person(s) authorized by the Partner In-charge shall be the person(s) authorized to act on behalf of the "Joint Venture" as per the Power of Attorney given to him/her/them by the Partner In-Charge,

It is clearly understood that all the partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to fault by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the what so ever the said Attorney/Authorized Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with SUDA and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on thisday of.....under the Common Seal(s) of their Companies.

For and on behalf of the Partners of Joint Venture

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed thereunto in the presence of:

WITNESS

1. Signature.....

Name.....

Designation.....

Occupation.....

2. Signature.....

Name.....

Designation..... Occupation.....

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

Financial proposal standard forms shall be used for the preparation of the financial proposal according to the instructions provided under para-C.18 of Section-2. Forms FIN-1 and FIN-2 are to be used whatever is the selection method indicated in para-A.1(1.1) of Section-2.

All the terms of the tender document are applicable.

FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

[To be printed on letterhead of the Applicant including full postal address, telephone, faxes and e-mail address]

To

The Director, SUDA

Dear Sir/Madam,

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for 'Disposal of legacy waste through Bio-remediation and Bio-mining process to reclaim the land of dump site(s) utilizing scientific method located at Asansol MC (Phase-I) in Paschim Bardhaman District under Swachh Bharat Mission (U)'.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.

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

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*

: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FIN-2: BILL OF QUANTITIES (BOQ)

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

Sl. No.	Item	Quantity (in MT)	Total Quoted Rate (inclusive of all taxes & duties and GST) in Rs.
1.	Disposal of legacy waste through Bio-remediation and Bio-mining process to reclaim the land of dump site utilizing scientific method located at Asansol MC (Phase-I) in Paschim Bardhaman District under Swachh Bharat Mission (U)	1	(Rate to be quoted)

Note:

1. The bidder should quote Per MT of legacy waste processed through Bio-remediation and Bio-mining at the dump site(s), as per the scope of work. The bidder should quote the rate inclusive of all taxes & duties and GST.
2. As per available data the quantity of legacy waste at site(s) area approx. 4.0 lakh MT (considering incoming fresh waste upto December 2026) to be processed at dump site(s) under jurisdiction of Asansol MC (Phase-I) in Paschim Bardhaman District.

SECTION 5: TERMS OF REFERENCE (TOR)

1. Brief Description of Task:

SUDA wishes to engage Agencies for processing of Legacy Waste through Bio-remediation and Bio-mining process and disposal of end products as per Solid Waste Management Rules 2016 or any amendment as amended thereof. The income derived from sale of fractions shall be of the agency. The agency will be responsible for providing services under the scope of work.

2. Background:

2.1 Introduction:

Legacy Waste Management is one of the most essential services for maintaining the quality of life in the urban areas and for ensuring better standards of health and sanitation. The failure of SWM can result in serious health problems and environmental degradation. In most of the cases, the waste is collected and disposed of in uncontrolled dump sites or burned openly. This practice further aggravates environment through impacts on water and air. The problem of SWM in India, when combined with rapid urbanization and unplanned development, is expected to be of such magnitude that significant reasons exist to initiate immediate action for improvements.

2.2 Objective:

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

1. To implement the directions and orders of the Hon'ble National Green Tribunal (Hon'ble NGT).
2. To adhere to the guidelines of the Solid Waste Management Rules, 2016 and applicable regulations, rules, guidelines, laws of the land for the time being in force and best Engineering practices through Public Private Participation.
3. To improve the existing standards of public health and environmental quality by establishing technically suitable MSW processing plant for conversion of MSW to useful products. Recycling of recoverable material and safe disposal of residue inert waste as generated during waste processing at the ear marked position to be shown.
4. Improve productivity of manpower, materials and equipment and promote economic operations of services.
5. To minimize the environmental impact and to promote and protect the quality and sustainability of overall urban environment in the service area.

3. Scope of Work:

SUDA is desirous of Bio-remediation and Bio-mining of legacy waste from dump site/dump sites and reclamation of dump sites within the municipal boundaries are being contracted in this contract.

Scope of work is given below in a nut-shell manner:

Steps	Type of Works	Activity involved
1	Formation of Windrows for Bio - Remediation	1. Survey and demarcation of legacy waste area. 2. Collection and heaping of waste material using loaders/excavators. 3. Formation of long, narrow windrows with specific height and width (as per project norms). 4. Ensuring proper aeration and moisture levels within the windrows. 5. Documentation and GPS tagging of formed windrows.
2	Stabilization of Legacy Waste by spraying Bio - Culture	1. Preparation of bio-culture solution in defined concentration. 2. Loading the solution into sprayers/tankers. 3. Uniform spraying of bio-culture over windrows as per dosage. 4. Monitoring temperature and moisture levels post-spraying. 5. Recording daily progress and reporting any anomalies.
3	Bio - mining and Transportation of Legacy Waste for Trommel Processing.	1. Excavation of stabilized legacy waste using excavators. 2. Loading waste into tippers/trucks using mechanical loaders. 3. Safe transportation of waste to the Trommel processing site. 4. Screening and removal of oversized materials or debris. 5. Maintaining transportation logs and daily dispatch reports.
4	Processing of Legacy Waste Using Trommel	1. Feeding of legacy waste into the Trommel machine. 2. Operation of Trommel screen as per pre-set mesh sizes. 3. Separation of materials into fine and coarse fractions. 4. Daily maintenance of Trommel screens and equipment. 5. Documentation of quantity processed and visual inspection.
5	Fractions Obtained after processing of Legacy Waste*	1. Collection and segregation of inert, RDF (Refuse Derived Fuel), compostable, and recyclable fractions. 2. Storing segregated materials in designated areas. 3. Quality check of each fraction based on moisture content. 4. Preparation of disposal/utilization plan as per norms. 5. Daily reporting and photo documentation of output materials.
6	Real - time Monitoring & Weighment of Waste Fractions	1. Deployment of Unmanned Weighbridge Solution 2. Integration with: i) Hardware components such as Controllers, ii) CCTV, iii) IR sensors, iv) Traffic Lights and Boom barrier if required. 3. Real-time data entry into monitoring system or cloud-based dashboards for live updates 4. GPS tagging or time stamping for traceability. 5. Submission of daily weight logs and dashboards to authority.
7	End Use of Different Fractions	1. Identification and classification of waste fractions (inert, RDF, compostable / good earth, recyclable). 2. Transportation of inert material for road sub-base or land filling.

	from Waste	Legacy	3. Supply of RDF to authorized waste-to-energy plants or cement kilns.
			4. Use of compostable fractions in organic manure preparation or local soil enrichment.
			5. Handing over of recyclables (plastic, metal, glass) to authorized recyclers and maintaining utilization records.

*Indicative fractions expected to be generated after processing of legacy waste:

- ✓ Good Earth: 35% - 65%
- ✓ Course Fractions: 20% - 35%
- ✓ RDF: 5% - 15%
- ✓ Inert: 5% - 15%
- ✓ Mass loss including moisture content: 3% - 10%

I. Detailed Scope of work:

- a. The Agency will be given earmarked land area for reclamation and there will be a separate area for dumping of fresh waste.
- b. The agency shall deploy sufficient machinery, manpower and required resources to execute the project scope within the project duration so that the entire site can be reclaimed within 12 (Twelve) months from the date of issuance of work order including 3.0 month (*Within 2 months with minimum machinery installation to start processing and further scale-up upto full capacity within next 1 month*) mobilization / machineries installation period by processing of legacy waste and subsequent disposal of all fractions i.e. RDF, Inert and Good Earth etc.
- c. Construction of temporary shed, platform and creation of facilities for handling, separating, segregating, storing and quantifying of the excavated MSW and processing material.
- d. Construction of temporary site office, water, power, sanitation facilities to workers as per statutory standards.
- e. The Agency shall take necessary steps and processes to minimize environmental pollution while carrying out remediation/ reclamation of legacy waste at the dump sites. The Agency shall conduct regular inspection of areas to identify and address any potential problem.
- f. The Agency shall take all reasonable steps to ensure to undertake required efforts to mitigate the impact of odor and dust. Also, ensure treatment of leachate from legacy waste prior to its disposal. The Agency shall mitigate menace caused by flies, rodents and bird and fire hazards in and around the dump sites during the period of reclamation. The Agency shall also take all precautionary measures for preventing pollution hazards, etc. and the Agency shall abide by the provisions of pollution laws applicable for the time being in force.
- g. The Bio-remediation activity should be carried out in accordance with Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste),2019 and CPHEEO Manual clearly specifying Standard Operating Procedure on Bio-remediation and Bio-mining activities, mass balancing taking into consideration of moisture content , temperature control, spraying of inoculums, churning of heaps at regular intervals, sieving of fractions at trammels of required sieve sizes , ensuring quality of RDF that could be a feeder for co-processing industry etc.
- h. Set up an eco-friendly processing system in order to reduce the impact of the dumping site on the adjacent areas.

- i. Carry out leachate management of existing leachate (if any) at the site in accordance to the applicable rules and regulations.
- j. The Agency shall take all Applicable Permits and approvals in sequence and comply with the Central Pollution Control Board (CPCB) and West Bengal Pollution Control Board (WBPCB) norms therein from time to time.
- k. Selling, diverting for recycling, marketing and recycling the excavated materials within 30 (thirty) days of segregation, without any accumulation in the storage facility at the project site will be the responsibility of the Bidder.
- l. The Agency also need not to cater to the incoming fresh waste to these dump sites during the course of reclamation activity only if the particular land parcel is ear marked and fresh waste is dumped into the earmarked area during the time period of the said work. However, the Authority may ask later on to process the heap of fresh waste generated during the work execution on the terms and rates as quoted for the clearing the dump site. If the ULB defies this and dump wastes at the place earmarked during this legacy work thereby making inconvenience to the Agency in timely completion of the project, the liability will be upon ULB and penalty has to borne by them for such non compliance.
- m. The Agency may explore the possibility of minimizing the disposal of processing rejects and maximize the usage of such processing rejects including but not limited to making of curb side blocks, filling of low-lying areas, construction of roads etc.
- n. Provide weighbridge to measure the quantity of waste subjected to Bio-remediation and Bio-mining at dump site and rejects going out of the dump site as approved by SUDA. The Agency shall ensure that the weighbridge is installed from the start date of remediation activity. The weighing system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility as the billing system will be entirely based on output mode of disposal of all permissible fractions once processed Data of weighing system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by SUDA and other competent authorities.
- o. Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Trans-Boundary Movement) Rules, 2016.
- p. The revenue or the income from the sale of the segregated useful material such as reusable and recyclable, Compost, soil conditioner, raw RDF, C&D, Soil or any other by-product materials shall go to the Agency account.
- q. The Agency shall use the reclaimed land area for development of processing plant as may be directed from the Authority.
- r. Providing security arrangement for the project site, machineries, equipment etc. at its own cost of the Agency.
- s. Electricity, water etc. utility expenses/charges will be borne by the successful bidder/ Agency.
- t. For Cluster project (where the dump sites are located at different sites) the bidder may transport the legacy waste from one site (where the machinery are not installed) to the other site (where the machinery are installed) for processing and disposal, in strict compliance of the provisions of the SWM Rule, 2016, C&D Rules, 2016, PWM Rules 2016 or any other relevant law for the time being in force, at their own cost. No extra claim will be allowed for loading, unloading and transportation etc. whatsoever. The dump site should be reclaimed within the stipulated contract period as mentioned. Any such shifting may be certified by the EIC as an unprocessed legacy waste and shall not be counted for the fractions of

processed waste. It must be kept in mind in consonance of the order of the Hon'ble Supreme Court of India in CA 6174/2023 , no transport vehicle shall carry waste without being duly covered .

- u. In the course of extraction and/or carriage of the products if any pollution law is violated, agency shall be responsible for the same and shall pay damages / penalty if any imposed by the appropriate Authority / Hon'ble NGT.
- v. A Medical Unit having facilities of First Aid and Ambulance with life support shall be developed by the Agency. After issuance of Work Order, a medical unit shall be installed at each site by the agency for providing first aid to the victims of the circumstances so that immediate care and caution be given before reaching to any Hospital.

It is upon the Agency to make necessary arrangements so that victim be promptly shifted to the nearest hospital. If possible, Agency has to maintain and keep trained health workers/Medical team headed by a competent doctor so that effective help/support be given immediately and to keep ready an ambulance with life support.

The Authority/SUDA shall not bear any responsibility/liability for misconduct/negligent work of the Agency in this regard.

In addition to the above, the following scope of work shall also be rendered by the selected Agency:

- The Authority and the agency shall conduct a joint survey after award of contract (contour survey), for determination of volume of legacy waste and undisturbed samples at a level of 5m, 10m, and 15m, if applicable from the top of the dump site. Number of bore hole for collecting undisturbed samples shall be 02 nos. of bore holes per acres subjected to minimum 03 nos. bore holes. The density calculation of the samples should be done in accordance with the standard procedures and the average density of the samples opted from different location shall be taken to calculate the quantity of the waste from the Volume reported through contour survey.
- The contractor, based on the survey report and site assessment, shall prepare a site-specific detailed design (considering daily legacy waste processing shall not be less than as specified elsewhere in this document) and work plan for the dump site, and shall submit it to the employer for approval. The approved detailed design and work plan shall form part of the contract. The contractor is required to submit a leachate, drainage management plan (if applicable) and fire management plan detailing to manage fire hazard and safety measures to be adopted to be submitted as part of work plan.
- The contractor, based on the survey report and site assessment, shall prepare a site-specific detailed design and work plan for the dump site and shall submit it to the employer for approval. The approved detailed design and work plan shall form part of the contract.
- The selected bidder shall also prepare and submit a detailed site-specific implementation schedule with clear timelines for entire project duration including each activity from mobilization till project completion for the dump site. The implementation schedule should include plan for parallel works at dump sites to achieve the milestone. The implementation schedule shall be submitted to the employer along with the work plan for approval.
- The quantity of legacy waste as mentioned in the work plan and approved by the employer shall be in the scope of work of the contractor and shall be remediated by the contractor as per the provision stipulated in the RFP and contract agreement.
- The contractor would be liable to bring in all equipment (such as trommel, bulldozers etc.), personnel and consumables (fuel etc.) at his cost.
- Removal of legacy waste (with a variation of up to approx. +/- 50%) dumped at the dump site at different Municipalities through Bio-remediation and Bio-mining process within completion period and disposing the material retrieved from the legacy waste to the recycle/identified vendors without stacking them at site for not more than 30 days, including the cost of Electrical consumption, manpower, machineries, bio-culture and required field arrangements and finally reclaiming the land occupied by the legacy waste to the useful purpose of SUDA/ULBs.
- The contractor will set up his plant within or adjoining the dump site, depending on local conditions. The worksite should be clearly demarcated and fenced off with proper guarded entry and exit.

- Construction of temporary site office, water, power, medical unit, sanitation facilities to workers as per statutory standards.
- The facility should be covered under 24 hours CCTV surveillance and there should be a mechanism for independently verifying trucks/dumpers entering and exiting the plant. There should also be a mechanism for independent assessment of the amount of waste entering the plant and amount of different fractions exiting the facility. The bidder shall make necessary material balance every week at processing facility and weekly report shall be submitted to the authority. These figures would be used for the purpose of payment to contractor.
- The site shall be operated with real time/digital monitoring system including CCTV surveillance as stated above with data storage of entire contract period. For CCTV surveillance to ensure full coverage of site with High-Definition IP based cameras in adequate numbers shall be provided by the contractor to abide and comply with the contract conditions. All the vehicles, transporting the recovered fraction for disposal out of the site shall be fitted with GPS based monitoring system and the movement record of the vehicles shall be maintained by the contractor. In addition, the contractor shall maintain video graphic records of the of transportation vehicles for disposal of recovered fraction at the weighing location.

It is pertinent to mention that the compliance of above-mentioned para is exclusively related with the payment terms.

- CCTV Recordings of operations shall be provided as and when required by the employer or its designated Authority.
- Setting up of a weighbridge of required capacity as mentioned above or any other suitable system for weighing as approved by SUDA for measurement of legacy waste to be processed and processed legacy waste. This weighing system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility and real time data transfer facility to the Central Control and Command Centre (C4). Data of weighing system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by SUDA, ULB or ULBs officials and other competent authorities.
- It would be the responsibility of the contractor to dispose of the different fractions (output from the plant) at his own cost.
- For setting up plant equipment and machineries no extra land beyond dump site area will be provided by SUDA/concerned ULB.
- Transportation of legacy waste shall be done in GPS tracking vehicles as per SoP and no extra cost will be paid for the same including transportation to the bidder in this regard.

Scope of work and deliverables of automated Weighbridge system:

The following shall be the broad scope of work:

- Deployment of Unmanned/ Manned Weighbridge Solution.
- **Integration with:**
 - Hardware components such as Controllers,
 - CCTV,
 - IR sensors, T
 - Traffic Lights and Boom barrier
- Security Audit, Installation and Go-Live of the Automated Unmanned Weighbridge solution.
- The weighbridge shall be calibrated by the concerned Govt. agencies as required. The contractor shall be responsible for obtaining stamping of department of Weights and Measures, periodic calibration etc. from time to time as per the Govt. norms. The copy of the Calibration Certificates issued by the concerned Govt. agency shall have to be submitted to SUDA by the agency.

- Operation & Maintenance Services of weighbridge, Real time monitoring system, all machineries and vehicles etc.
- The system shall be designed to integrate with C4 (Central Control and Command Centre) at Kolkata for transferring real time data, monitor and control.
- Calibration of weighbridge shall have to be done once in every year.

Installation and configuration of hardware:

A detailed study of requirement will be conducted at the site. The proposed specification and bill of material shall be finalized in line with the requirement for the smooth operationalization of the Automated Unmanned Weighbridge system. Requirement of the hardware components such as CCTV cameras, Traffic lights, boom barriers, IR sensor units etc. is elaborated below:

CCTV:

CCTV cameras shall be installed at strategic positions with maximum viewing angle. Cameras shall take the snapshot of the front view, top view and back view of the material carrying vehicles at the appropriate area such as weighbridge, entry, exit etc. The front view imagery shall be used to determine the vehicle number while the top view will capture imagery of the material storage bed.

RFID Reader:

RFID readers stationed at the entry points of the weighbridges are used to authenticate the tags on the windshields of the material carriers. RFID based tags/ fast tags shall serve as an identification of the material carrying vehicle. In case of fast-tag provision, Readers only shall be utilized for capturing vehicle information from the fast-tag.

Boom Barrier:

These shall be installed at entry and exit point of weighbridges to control the access of material carrying vehicle to weighbridge. Only the trucks with valid RFID tag/ FASTag shall be allowed to pass through the boom barrier.

Sensors:

Sensors shall be deployed at strategic positions on the weighbridge, which detect if the carrier is optimally positioned for weighment on Weighbridge.

Public Announcement (PA) System/Audio:

The PA system receives input from the IR sensors and accordingly guides the carrier into correct positioning on the weighbridge. PA systems shall guide the vehicle to be aligned on the weighbridge for optimum weighment. The PA system shall also announce the weight of the materials carried by the vehicle.

Traffic Light:

Traffic lights will be installed near the boom barriers at the entry & exit of the weighbridges to guide the material carriers on and off the weighbridge. This facilitates efficient queuing and vehicle management.

LED Display:

The display will be mounted near the weighbridge. It shall display the vehicle details and the captured weight.

Server:

A standalone server shall be deployed at the check-gate. It shall store all transaction information at the check-gate. There will be direct synchronization between this standalone server and the data center.

Development of Application Software for Check-Gate Operation Monitoring

Web based application software shall be developed for the automation of Check-gate operations. The application shall have the following modules and functionalities.

Check-gate Operation:

- Master data management
 - Check-gates
 - Weighbridges
 - Material carrying Vehicles
- Centralized administration of user-ids and password management
- Capture FASTag details like vehicle number
- Scalable architecture to facilitate on-boarding of additional check-gates and weigh-bridges, if required.
- Online-offline synchronization of data in case of network unavailability
- Material Carrier Monitoring
- Map-based tracking of material carriers
- Real time information on digital map

Dashboard:

- Visual representation of captured information shall be facilitated through Dashboards
- Graphical dashboards shall enable view of all / some key reports/ parameters enabling quick decision making
- Representation of following information on dashboards:
 - Weighbridge-wise report with top-view, back view and front-view images of material carrying vehicle using the CCTV systems
 - Entry/Exit report of material carrying vehicles

Unmanned Weighbridge solution:

The Unmanned Weighbridge Solution with a controller shall be installed and configured with all devices to operate the system automatically. Necessary programming shall be done in the controller so that the devices shall operate sequentially as per process requirement. The solution shall have the following functionality:

- FASTag/ RFID tags of material carrying vehicles shall be captured through RFID Readers
- Validation of FASTag/ RFID against e-Pass details captured
- IR sensor & Public announcement system-based vehicle positioning for optimum weighment
- Capture automated weighment details
- Capture top-view, front-view & back view of the vehicle from CCTV camera
- Validate captured weight against weight recorded in transit pass
- Share all captured details with i3MS for future reference/audit purposes

Load Cells:

- The weighing system shall comprise of Compression type load cells of capacity 20 MT or more. The weighbridge shall be supported by these load cells. The no. of load cells provided shall not be less than 8 nos.
- Nonlinearity of each cell will not exceed 0.025% and total error will not exceed 0.02% of full load scale capacity of each cell. The weighbridge shall be so designed as to ensure that lateral force and other undesirable forces do not act on load cells.
- The load cells should be weather proof and shall be suitably protected to withstand environmental conditions
- The load cell shall be provided with integral cable

Integration:

- The system shall have integration with a multitude of hardware and software systems.

Hardware:

The various hardware components which the system shall be integrated with shall include:

- CCTV camera
- Boom Barrier
- Traffic Lights

- Controller & IR sensors
- CONTROL PANEL
- Public Announcement (PA) Systems
- RFID Tags (if required) and Readers
- RFID READER UHF
- LED Display
- Weighbridge digitizer
- U.P.S. Capacity: 2 KVA
- CVT 3 KVA, Input: 130-270V, 50Hz+5% Output: 220+2%, 50Hz
- Personal Computer
- Printer

Software and interface requirements:

- The Weighbridge software must be user friendly and compatible with Windows
- Weigh bridge software needs to have facility for interconnected operation in a network environment.
- The system should generate loading slips, way bills, in the users prescribed format without much manual intervention. During generation of the printed slips, the data available in the system should be used to avoid redundant data entry operation.
- The system should maintain back up data in specified path (network or local system) for use during failure or breakdown. Backup data to removable strong such as CD and USB drives etc. also needs to be provided for manual backup operation. There should be provision for recovery of the software and database from the backup for uninterrupted operation.
- The weigh bridge software and the database used by the system must be tamperproof with built in authentication for security. All user access to the weigh bridge software should be recorded automatically
- The bidder must be able to modify /add or remove features in the software in a reasonable time period as per the recommendation of the competent authority.
- Other standard facilities for electronics Weigh Bridge also need to available in the system.
- The calibration of the weighbridge should be carried out using software without any manual intervention and the record of all such calibration needs to be automatically generated and stored in the system

Implementation:

After successful integration of the System with the proposed hardware and i5 MS, User Acceptance Testing (UAT) shall be done for Automated Unmanned Weighbridge Solution. Then, the weighbridge shall be calibrated by the concerned Govt. agencies as required.

- (a) The agency shall take the weight of input legacy waste after completion of bio-remediation/stabilization work of waste and before processing through trommel assembly/ Power screen (with specific permission from the authority)/ any machinery approved by the Engineer-In-Charge. Moisture content of the input waste shall not be more than 25%. Moisture content shall be tested as per the procedure laid down in this document for output waste. Also, weight of different fraction going out from the site shall be taken and material balance shall be (input waste and output fractions) shall be done and need to be submitted along with the bill. The agency shall submit proper end user certificate/co-processing certificate from valid end user of different fractions along with bills.

(As per the guidelines for Extended Producer Responsibility (EPR) in Plastic Waste Management Rules (Amendment) Rules, 2022 issued on 16.02.2022 (G.S.R.-133(E)), all EPR agencies have to take online approval from Pollution Control Board. No such consent/certificate regarding this, shall be issued from any other Department/ Agency).

- (b) The design of architecture and establishment of Central Control and Command Center (C4) at Kolkata is excluded from the scope of work of the bidder. However, all bidders shall have to design their monitoring and command center at project site in such a way that all data of each project site for entire project duration shall be stored and can be retrieved at

any time. Also, the system shall be designed to integrate with C4 at Kolkata for transferring real time data, monitor and control. The communication Protocol, band width etc. shall be provided to the bidder at appropriate time.

- The contractor would also be required to maintain all safety equipment on site and be responsible for the safety of all workmen at site.
- In any cases inert materials shall not be more than 15%. The inert materials may be disposed of within 10% area of dump site as per the CPCB Guidelines for disposal of Legacy Waste/advisory on landfill reclamation issued by the CPHEEO/Solid Waste Management Rules, 2016. In those cases, where this is not feasible or not permissible to dispose of within the dump site, it is the responsibility of the bidder to dispose of the same safely outside the dump area at his own cost and risk.
- Disposal of the recovered material from the legacy waste to the identified vendors without stocking them at site for not more 30 days. List of certain vendors are available in the website of WBPCB. Bidder may find other vendors with prior approval of the authority.
- The Agency shall disintegrate the legacy waste for Bio-remediation and Bio-mining process using the required bio-culture.
- The Agency shall execute the Bio-remediation and Bio-mining process to the legacy waste in complete adherence to the rules and regulation of the West Bengal Pollution Control Board (WBPCB), CPCB Guidelines for Disposal of Legacy Waste, CPHEEO advisory on landfill reclamation, SWM Rules, 2016 and all other applicable rules and regulations.
- The bidder should use methods and processes to stabilize of the open dump site, control of foul odour and other such eco-friendly and nonpolluting processes for minimizing the impact of the Bio-remediation and Bio-mining activity in the adjacent areas of the dump site.
- The bidder should use methods and processes to excavate the soil which lost its stability due to legacy waste dumping with necessary de-watering 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.
- Selling, diverting for recycling, marketing, and recycling the excavated materials within 30 (thirty days) of segregation, without permitting any accumulation in the storage facility at the project site.
- The Agency should provide all necessary facilities and arrangements for extraction or removal of any type of gases from the legacy waste, if any, before Bio-remediation and Bio-mining, strictly in adherence to the Solid Waste Management Rules, 2016 and other statutory guidelines issued by the Government.
- All work should be done as per the Guidelines for disposal of Legacy Waste (Old Municipal Solid Waste) published by CPCB in February' 2019. In conjunction, the agency should comply the advisory on landfill reclamation issued by CPHEEO.
- Creation and maintenance of infrastructure, facilities and amenities, for sieving the excavated legacy waste and storing the segregated materials before selling/taking out them from the project site at Bidder's own risk and cost.
- The bidder shall construct office room facilities for the project, make necessary arrangement for water supply and power supply at the site prior to the commencement of the processing of legacy waste.
- The bidder shall 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.
- Monitoring and recording all the activities to account for the quantity and quality of recovered materials.

- Ensure clean, safe and hygienic worker facilities and proper safety measures for the workers involved in the day-to-day operations for the execution of legacy waste Bio-remediation and Bio-mining works.
- All the workers involved should be covered under ESIC, Health check-ups and other beneficiary schemes as applicable from time to time.
- Adequate illumination at site. All costs for such arrangements to be made for this purpose shall be borne by the contractor.
- The contractor shall allow any person authorized by the Authority to access 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.
- In case the contractor is required to set up ancillary facilities at site like Fuel storage, DG set etc., the necessary permissions and pollution control measures required are to be obtained by the selected bidder at his cost.
- The selected bidder shall submit necessary supporting documents, in order to ensure the safe disposal of the processed material, to the Authority along with every bill. This may include, but not limited to the following:
 - a) Undertaking that the processed and recovered material has been disposed of in accordance with all applicable guidelines and RFP conditions, mentioning the quantity along with place / site of disposal/ reuse.
- An acknowledgment/ certificate from the organization/industry/government agency regarding the receipt of the same quantity of recovered fraction material as mentioned at 'a' above along with supporting documents such as loading slip, Unloading slip, E-way bill, Acknowledgement Letter from the respective entity, GPS report and photographic evidences.
- The selected Bidder shall be solely responsible for genuineness/ authenticity of documents submitted. Anything found contrary latter on will invite strict action/ penalty as per agreement/ law.
- The revenue or the income from the sale of the segregated useful material such as reusable and recyclable, Compost, Soil conditioner, RDF or any other by- product materials shall go to the Contractor's account.
- The contractor shall be responsible for the payment towards fleet management in order to dispose the material recovered from the legacy waste.
- Contractor shall be responsible for the electricity connection and utility arrangement including water arrangements for work execution. All the cost related to these operations, including electrical consumption and other utility charges, and required field arrangements, manpower deployment shall have to be borne by the Contractor only.
- The bidder shall carry out the entire project work in accordance with the detailed plan of action submitted by bidder.
- The Agency is required to submit the action plan for Bio-remediation and Bio-mining operations during monsoon season and during emergencies.
- 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.
- Installation of trommel of required sieve sizes, shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys.
- Engaging chain dozer/Excavator and loosening the legacy waste.

- Spraying the bio-culture over the loosened partially degraded legacy waste and to stabilize the same.
- Spraying deodorizer over the waste as required to control odor.
- 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.
- 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 1500kcal /kg and converting them into RDF.
- Windrow making of partially degraded wastes for stabilization.
- 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. List of vendors are available on the website of WBPCB, the bidder may utilize the same for utilization of recyclable materials. The bidder may also provide their own tipper lorries but those should be registered in the SUDA system.
- Other wastes like Hazardous Waste, E-Waste; Biomedical Waste and Construction & Demolition Waste shall be managed by the Agency as per the guidelines under the relevant rules & regulations as amended from time to time.
- Monitoring and recording all the activities to account for the quantity and quality of recovered materials.
- 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.
- The Bidder shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
- Setting up of provision for safe leachate collection, storage, reuse and recirculation and treatment within the dump yard. Onsite treatment, if possible, shall be done by the bidder. Otherwise, the leachate to be safely disposed off by the bidder to the nearest Sewerage Treatment Plant (STP) for further treatment, if possible.
- Agency should provide sufficient machineries/equipment to clear the dump site as per the timelines mentioned in this tender document.
- Providing security arrangement for the plan project site, machineries, equipment etc.
- The contractor 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.
- The agency shall submit the working Drawings for all the works under the contract as applicable or required prior to commencement of installation of the machineries. All Drawings prepared by the agency for the execution of the permanent or temporary works, are subject to prior approval by the Employer before their use.
- The agency shall be responsible for the safety of all activities on the site.
- SUDA's approval shall not alter the Agency's responsibility for design of all the project's work including temporary works.
- Anything of historical, anthropological, geological or other interest or of significant value unexpectedly discovered on the site is the property of SUDA. The Agency is to notify SUDA of such discoveries and carry out the SUDA's instructions for dealing with them.
- The Agency shall allow any person authorized by the SUDA to access 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.

- The Agency shall carry out all instructions of the SUDA which comply with the applicable laws where the site is located.
- Carry out the work in accordance with the provisions of the Solid Waste Management Rules, 2016, amended from time to time and all other applicable rules & regulations at the cost of the Bidder.
- Obtaining all required clearances from all statutory authorities at the cost of the Bidder.
- The compost/ good earth recovered shall be weighed and thereafter the Agency is free to sell it.
- The bidder has to transport the segregated output to the processing plant at its own cost.
- 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.
- The Bidder shall maintain a record of the daily processed legacy waste measured in the Weigh Bridge. The Agency 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 SUDA.
- The bidder has to take up the work from multiple sites at the different legacy waste dumping ground.
- The Bidder has to carry out survey every 06 months for monitoring volumetric reduction of existing dump and survey reports shall be submitted along with bill clearly showing volumetric reduction of existing legacy waste.
- The bidder may be allowed to weigh the input legacy waste and output processed fractions from any outside weigh bridge, nearby, maintained by any government/private organization, in extreme case with permission of the authority/SWM Task Force. The weigh slips will have to be certified, as per terms and conditions of this document.
- No work at night shall be done. If needed, special permission shall be taken beforehand from the appropriate authority.

(c) Provision for building ancillary facilities:

In case the Agency is required to set up ancillary facilities at site like Fuel storage, DG set etc., SUDA may assist the Agency in getting the same installed at site for period of contract only. However, necessary permissions required are to be obtained by the Agency 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”. DG set may be required in case of electricity failure to maintain the minimum service and amenities.

(d) Test:

SUDA shall take at least one sample every month of legacy waste and conduct tests to ascertain a realistic composition of the legacy waste and fractions viz. good earth, coarse fractions, RDF and inert.

Moisture content shall be measured at a frequency of **one sample every month** of each segregated fractions from National Test House/ IIT/IIEST/Jadavpur University or any other Government institute of repute within West Bengal. The moisture content so obtained shall be considered for payment of that quantity. Sample shall be collected from the vehicle at the exit of dump site.

SECTION 6: GENERAL CONDITIONS OF CONTRACT

A. DEFINITIONS:

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

1. Documents:

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

2. Persons:

- (i) **‘Agency’** means the person or corporate body, whose tender has been accepted to carry out the work and perform the services by the ULB and the legal successors in title to such person, but not (except with the consent of the Authority) any assignee of such person.
- (ii) **‘Agency’s Representative’** means the person (if any) named as such in the Contract or other person appointed from time to time by the Agency.
- (iii) **‘Authority’** means any agency, legislative, judicial or executive Authority, department, ministry, public or statutory organization, whether autonomous or not, of the Government of India or Government of West Bengal or any Local Authority.
- (iv) **‘Competent Authority’** is the Person or Persons, appointed by the Authority and notified to the Agency, who shall be responsible for supervising the Agency, administering the Contract, certifying payments due to Agency.”.

- (v) **‘Client’** means any government organization.
- (vi) **‘Authority’s Representative’** means the person appointed by the authority to act as Authority’s Representative for the purpose of the Contract. Any person appointed from time to time by the Authority and notified as such to Agency shall be considered as Authority’s Representative.
- (vii) **‘Person’** means any natural person, firm, Corporation, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated established organization, Authority or other entity, having legal capacity to sue and be sued in its name.
- (viii) **‘Party’** means either the Director, SUDA or the Agency; any of the parties to this Contract and “Parties” means both the party to this Contract.
- (ix) **‘Implementing Agency’** means SUDA/ ULBs.
- (x) **‘ULB’** means Municipality/ Municipal Corporation/ Notified Area / Township Authority.

3. Dates, Times and Periods:

- (i) **‘Commencement Date’** means the date of issuance of Work Order.
- (ii) **‘Completion Date’** is the date of completion as defined in SCC of all disposal activities and as certified by the Competent Authority/ Engineer-In-Charge.
- (iii) **‘Contract Period’** means the tenure of the Contract as defined in SCC, upon completion of which this Contract terminates, including the security period. The tenure is said to have commenced from the date of issue of the Work Order.
- (iv) **‘Termination Date’** means the date on which the Contract is terminated by way of defaults of either SUDA/ULB or the Agency, or as a result of a Force Majeure Event, or as indicated in the SCC.
- (v) **‘Day’** means a calendar day, “Months” means calendar months and “year” means 365 days.

4. Money and Payments:

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

5. Other Definitions:

- (i) **‘Coercive practices’** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in bidding process, or affect the execution of a contract.
- (ii) **‘Collusive practices’** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Director, SUDA, designed to influence the action of any party in execution of a contract;
- (iii) **‘Corrupt Practice’** means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (iv) **‘Disposal Ground’** means the trenching ground for the purpose of disposal of rejects after processing MSW or disposal of MSW without processing.
- (v) **‘Dry-Garbage’** means any recyclable garbage consisting of plastic, metal, thermacol, foam, glass, rexene, battery cells, paper, cloth, etc. and as defined in the SWM Rules,

2016.

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

The words and expressions used and not defined in this document but defined in the Laws of the Land/India, Regulations, Rules, etc. shall have the meanings respectively assigned to them in those Acts, Regulations, Rules, etc.

B. REPRESENTATION AND WARRANTY:

i. Representations and Warranties of Parties:

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

- (a) It is duly organized, validly existing and in good standing under the Laws of India;
- (b) it has the requisite experience, expertise and skills to construct, install, erect, commission, operate & maintain processing plant under this Contract;
- (c) it has the financial standing and capacity to undertake the Contract.
- (d) prior to executing this Contract, the Agency has conducted a due diligence audit to its satisfaction in respect of the Municipality, contractual structure for carrying out the operations and performing services including conditions of existing site and office Space, Applicable Laws and clearances and all matters related to this Contract.

The Agency is entering into this Contract on the basis of his own satisfaction based on his due diligence audit.

- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
- (f) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- (g) no representation or warranty by the Agency contained herein or in any other document furnished by it to ULB or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- (h) no bribe or illegal gratification has been paid or will be paid in cash or kind to any person to influence the Bidding Person/Authority/ULB/SUDA.
- (i) Without prejudice to any express provision contained in this Contract Agreement, the Agency acknowledges that prior to the execution of Agreement under this Contract, the Contactor has after a complete and careful examination made an independent evaluation of the Existing facilities and infrastructure such as approach road to existing processing site, boundary wall & other infrastructure.
- (j) available at site and the information provided by ULB, and has determined to his satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Agency in the course of performance of his obligations hereunder.

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

- a. SUDA has full power and Authority to award this Contract.
- b. SUDA will have to take all necessary actions to authorize the execution of this Contract.
- c. This agreement under this Contract constitutes binding obligation by the parties.

C. Obligation to Notify Change:

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

D. Assignment and charges:

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

E. Amendments:

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

F. Communications:

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

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

G. Interpretation and contract structure:

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

H. Responsibilities:

I. Responsibilities of SUDA (FIRST PARTY) :As defined in SCC

II. Responsibilities of the Urban Local Bodies (SECOND PARTY): As defined in SCC

III. Responsibilities of the Agency (THIRD PARTY): As defined in SCC

I. Pre-Operational Activities:As defined in SCC.

J. Payment Terms:As defined in SCC.

K. Payment Breakup schedule:As defined in SCC.

L. Refund of Security Deposit against Work:As defined in SCC.

M. Liquidated Damages/ Penalties: As defined in SCC.

N. Measure to be taken up after exhaustion of maximum limit for Compensation for Delay: As defined in SCC.

O. Forfeiture of Earnest Money Deposit (EMD) against Work:

- a) If the Bidder unilaterally withdraws, amends, impairs or involves into any corrupt practices for its proposal in any respect within Bid Due Date and expiration of the Bid Validity Period.
- b) If the Successful Bidder fails to provide the Balance Earnest Money Deposit within the stipulated time or any extension thereof provided by SUDA, if applicable.
- c) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- d) If the Successful Bidder fails within the Specified time limit to sign the Agreement.
- e) If the bidder does not respond to requests for clarification of its proposal or the bidder fails to provide required information during evaluation process or is found to be non-responsive or has submitted false information in support of its qualification, etc.
- f) If the bidder is engaged in any criminal act during the procedure and for which criminal case of any nature is initiated due to which the purpose gets frustrated.
- g) Any other circumstances owing to which the Authority/ SUDA thinks that purpose and object of the work gets frustrated.

P. Forfeiture of Security Deposit against Work:

If during the period of this contract, the agency is in default of the due and faithful performance of his obligations under this contract, the Authority shall, without prejudice to its other rights and remedies here under or at the applicable Law, be entitled to call in, retain and forfeit the security deposit. The security deposit shall be forfeit upon termination of contract by the Authority for any default or breach of the terms and conditions mentioned in this contract.

Q. Taxes:

The Agency shall pay all duties & taxes to the central / state government that is applicable or may be levied in accordance to the laws and regulation in-force on the equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the contract and on the operations to be performed under the contract. Nothing in the contract shall relieve the agency

from his responsibility to pay any tax that may be levied on its operations or on profits made by him in respect of the contract.

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

R. Human Resource:

- a. The agency shall, during the contract period, have requisite staff/representatives who are efficient and skilled enough to take up the task as required to run the plant (as the case may be) and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.
- b. The agency shall be responsible for health safety measures of his workers and a medical unit as stated herein above be made available and / or installed for providing immediate medical assistance to the victims of circumstances. The medical care unit should have adequately trained health worker headed by a competent doctor and to keep an ambulance with the life support be ready for shifting the victim, if any, to the nearest hospital.
- c. The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts namely, but not limited to; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948 and the Workmen's Compensation Act, 1923. In addition, the Agency shall also abide to following:
 - i. The agency shall adhere to the provisions of Labour Laws and shall not employ any person of less than 18 years of age in connection with the operations and services under this contract.
 - ii. At all times during continuance of the contract, the agency shall abide by all existing and future Labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The agency shall keep the ULB indemnified in case any action is taken against the ULB by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
 - iii. The agency shall keep all records desired under the said labour laws, submit periodical returns to the respective statutory Authority. The agency shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
 - iv. The agency shall obtain the license in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein, if applicable.
 - v. The agency shall pay the staff deployed by him under this contract as per the Minimum Wages Act in force and amendments.
 - vi. Notwithstanding anything contained herein, the ULB may take such action as may be necessary with the approval of SUDA/Authority/ULB for compliance of the various applicable Labour Laws and to recover the cost thereof from the agency.

S. Events of Default:

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

(a) The agency:

- i. Fails to provide the Balance Earnest Money Deposit within the stipulated time or any extension thereof provided by SUDA, if applicable.
- ii. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- iii. Fails to sign the Agreement within the stipulated period.
- iv. Has repudiated the contract.
- v. Without reasonable excuse has failed to commence operations in accordance to the conditions of contract and/or failed to complete the activities/operations within the time stipulated for completion of the contract.
- vi. If the Agency commits professional misconduct like breaches of ethics, conflict of interest, engages in deceptive practices, negligence thereby fails to meet standard of care expected of a professional in the field, action undermining public trust which damages the reputation of the profession or the public faith in it, any action that violates Laws or Regulations related to the profession.
- vii. The Agency fails to provide proper care and caution for hazardous work by safe handling, storage, transportation and disposal emphasizing environmental protection thereby minimizing its effect.

(b) Gross misconduct of the agency:

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

T. Termination:

The Contract shall be deemed terminated in following default Conditions for Termination

- i. **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 Authority has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- ii. **Termination on account of Force Majeure:** Either party may have the right to terminate the Contract on account of Force Majeure, as set forth in Clauses mentioned in the RFP.
- iii. Termination may be caused on account of event of default as mentioned in this document/contract/agreement.
- iv. Termination may be caused on account of any other justifiable cause which the Authority/ SUDA thinks fit and proper.
- v. Termination may be caused if any judgment or order of a court of competent jurisdiction or Statutory Authority in India made against the agency in any proceeding, which is non-collusive and where it has been duly prosecuted.

U. Termination of contract due to event of default by Agency:

- a. Without prejudice to any other right or remedy which SUDA/Urban Local Body (ULB) may have in respect thereof under this contract, upon the occurrence of agency's Event of Default, and / or, upon indefinite delay of non-execution of contract by the successful bidder, and / or, if the agency does not commence the work within the period specified in the contract/ letter of intent/LOA/work order, then, TIA may, subject to the provisions of this contract, terminate this contract in the manner as set out here-under, and, TIA shall also be entitled to withdraw the letter of intent/LOA/work order (if applicable):
 - i. If SUDA/ULB decides to terminate this contract upon the occurrence of agency's Event of Default, in the first instance, SUDA/ULB shall issue preliminary notice and /or show cause notice to the agency. Within fifteen (15) days of receipt of preliminary notice, the agency through their competent Authority shall submit to SUDA/ULB their written replies giving sufficient details regarding the manner in which the agency proposes to cure the underlying Event of Default. The said written proposal and/ or written reply have to be supported with relevant documents (wherever applicable). In case of non- submission of the agency's written proposal and/ or written reply within the stipulated time, and/or, in case agency's written proposal and/ or written reply did not satisfy the existing standard or norms with regard to but not limited to SWM Rule, 2016, C&D Rules, 2016, PWM Rules 2016 or any other relevant Laws, regulations and rules for the time being in force and directions of the Hon'ble NGT, SUDA/ULB, shall be entitled to terminate the contract by issuing a termination notice and forfeit the EMD, Security Deposit (SD) etc. If the total amount due to the SUDA/ULB exceeds any payment due to the agency, the difference shall be a debt payable to the SUDA/ULB by the agency.
 - ii. If any irregularities are found in the accounts of sale at any time, the SUDA/ULB shall notify the Agency for not more than 15 days to rectify the accounts. If the accounts are not regularized within 15 day of issue of notice by the SUDA/ULB, the contract may be terminated without further notice and forfeited EMD, security deposit (SD) etc. If the total amount due to the SUDA/ULB exceeds any payment due to the agency, the difference shall be a debt payable to the SUDA/ULB.
 - iii. If the agency's written proposal to rectify the underlying event of default is submitted within the period stipulated therein, the agency shall have further period of fifteen (15) days to remedy/cure the underlying event of default. If, however the agency fails to remedy/cure the underlying event of default within such further period allowed, SUDA/ULB, shall be entitled to terminate this contract, by issuing a termination notice and forfeit the EMD, Security Deposit (SD) etc. If the total amount due to the SUDA/ULB exceeds any payment due to the agency, the difference shall be a debt payable to the SUDA/ULB.

- iv. Non-compliance of the provision of the RfP will make TIA, be entitled to withdraw the letter of intent/LOA/work order and also to terminate the contract.
- v. Upon occurrence of a 'material breach' of the terms and conditions of the contract, SUDA/ULB/TIA shall with the recommendation of SLTF Committee, without prejudice to and notwithstanding any other consequences, be entitled to terminate the contract.

Explanation: The term 'material breach' shall include but not limited to a significant failure by the agency to fulfill their contractual obligations, violation of fundamental terms and conditions of the contract, failure by the agency to perform key obligations, etc.

- vi. The site to be vacated by the agency at his own cost within a reasonable time to be decided by SUDA in the event of termination of contract.

b. Withdrawal of Termination Notice;

Notwithstanding anything inconsistent contained in this contract, if the agency served with the termination Notice cures, except where there is no scope of curing the default, the underlying event of default to the satisfaction of SUDA/ULB at any time before the termination occurs, the termination notice shall be withdrawn by the SUDA/ULB which had issued the same. Provided that the party in breach shall compensate the SUDA/ULB for any direct costs/ consequences occasioned by the event of default which caused the issue of termination notice.

V. Termination of contract by SUDA/ULB:

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

W. Force Majeure Event:

1. Any of the following events which is beyond the control of the party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:
 - (a) Earthquake, flood, inundation and land slide and outbreak of pandemic/epidemic/endemic;
 - (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
 - (c) fire caused by reasons not attributable to the agency/ULB or any of the employees, or agents of the agency/ULB.
 - (d) Acts of terrorism
 - (e) Strikes, labour disruptions, any other disruptions or public unrest not arising on account of acts of the agency/ULB
 - (f) Action of Government Agencies having Material Adverse Effect, including but not limited to:
 - Acts of expropriation compulsory acquisition or take over by any Government agency of the processing/ landfill site facilities or any part thereof.
 - Any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any applicable permits, in each case for reason other than the agency's breach or failure in complying with the SWM rule, 2016, O&M requirements defined in the contract, applicable laws, applicable permits, any judgment or order of any Government Agency or of any contract by which the agency as the case may be is bound.
 - Early termination of this agreement by ULB for reason of national emergency or national security.

- (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
 - (h) Strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
 - (i) Any resistance from the citizens or any other groups not allowing to operate the plant stipulated in the tender.
2. Force Majeure shall not apply in the following circumstances and events:
 - (a) Un-availability, late delivery of the spares, machineries, materials and consumables for the work on account of change in cost, delay in manufacture;
 - (b) A delay in performance of any other agency or employees of the agency;
 - (c) Non-performance of machineries resulting from wear and tear and not maintained in time.
 - (d) Non-performance on account of failure to comply with any laws of India related to the work.
 - (e) Inability to perform due to Agency's own negligence, malfeasance;
 - (f) The clause also does not excuse financial distress, inability to make profit or changes in market condition;
 - (g) Government actions, changes in Laws or Regulations that make performance impossible.
 3. Neither ULB nor the agency shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.
 4. Upon occurrence of an event considered by the agency to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify ULB's representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The agency shall also notify ULB's representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of ULB's representative.
 5. Upon occurrence of any event considered by ULB to constitute Force Majeure, and which may affect performance of ULB's obligations, he shall promptly notify the agency and the agency's representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. ULB shall also notify the agency of any proposals with the objectives of completing the works and mitigating any increased costs to ULB and the agency.
 6. Procedure for Calling Force Majeure:
 - (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the affected party in overcoming the effects will be conveyed to the other party with supporting data including relief from them.
 - (ii) The affected party shall also inform to the other party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected party.
 - (iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.
 - (iv) The period allowed for restoration of the normal performance by the parties of such obligation shall be extended on day to day basis based on merit and mutual consent of

the parties.

- (v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.
- (vi) Until and unless otherwise directed by the Authority/ SUDA, the Agency shall continue to perform its obligations under the contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance. The Agency shall in writing inform the ULB/Authority/ SUDA the beginning and the end of the above causes of delay. In the event of a delay lasting for more than one month, if arising out of force majeure, the Authority/ SUDA reserves the right to terminate the contract without any obligation to compensate the Agency.
- (vii) When the affected party is able to resume performance of its obligations under this contract, it shall promptly give the other party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
- (viii) The rights and obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure; ULB/Authority/ SUDA shall not be liable to make any payment to the agency for him being affected on account of Force Majeure. In this situation, the agency shall only be paid for the work done, since unforeseen situation should be shared by both, ULB and agency.

X. No Breach of Obligations:

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

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

Y. Settlement of Accounts: As defined in SCC.

Z. Third Party Inspection: As defined in SCC.

AA. Provision for Variation in Quantity: As defined in SCC.

AB. Procedure for Disputes:

a. Amicable Settlement:

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, and if the parties fail to arrive a just conclusion, in that situation the legal steps in accordance of the Law of the Land/India may be taken and courts at Kolkata shall have exclusive jurisdiction to adjudicate the disputes or if both the parties agreed to do so, it may be referred to Arbitration. If both the parties do not agree to refer to Arbitration, clause-b shall become applicable.

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

AC. Anti-corruption Measure:

The Agency or its men /employee after entering into the contract / issuance of LOA and Work Order shall not engage themselves in any corrupt or alike practices and shall not indulge in abuse of power for or in connection with the work under the contract.

Violation of this may result into termination of the contract. In such cases, the Authority reserves the right to terminate the contract without assigning any reasons whatsoever and without having any obligation to compensate the Agency. Furthermore, the Authority/ SUDA reserves the right to blacklist/ debar the Agency either for indefinite period or for a stated period of time, disqualifying Agency from Selection (in future/subsequent/ongoing tenders, as the case may be) and may prevent participating in any related bidding process for the said period, as the Authority deem fit and proper, which may vary from case-to-case basis.

In addition to that, the Authority may also take legal steps according to the provisions of laws of the land /India against the Agency depending upon the gravity /nature and seriousness of such activities of the Agency or its men/employee/representative (as the case may be).

AD. Jurisdiction:

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

AE. Handing over of site after completion of work: As defined in SCC.

SECTION 7: SPECIAL CONDITIONS OF CONTRACT

The Conditions of Contract comprise the “General Conditions of Contract”, which form part of the “Conditions of Contract”. “Special Conditions of Contract” includes specific amendments and additions to such General Conditions of Contract.

The General Conditions of Contract shall be read in conjunction with Special Conditions of Contract. In case of any conflict or inconsistency between the conditions contained in them, the Special Conditions of Contract set forth in Section 8 shall prevail.

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

A. Authority: (Ref: GCC Clause A.2.iii)

Municipal Affairs (MA), Government of West Bengal.

B. Competent Authority: (Ref: GCC Clause A.2.iv)

State Urban Development Agency (SUDA).

C. Implementing Agency: (Ref: GCC Clause A.2.ix)

State Urban Development Agency (SUDA).

D. ULB: (Ref: GCC Clause A.2.x)

Asansol Municipal Corporation

E. Commencement Date:(Ref: GCC Clause A.3.i)

Date of issuance of Work Order.

F. Engineer-In-Charge: (Ref: GCC Clause A.3.ii)

Engineer-In-Charge means the authorized representative of respective authority. (To be decided and mentioned at the time of awarding of Contract and as mentioned in LOI/LOA).

The authorized representative will be the person act as Engineer Officer and who shall supervise and be in charge of the work and who shall authenticate, certify and sign the certificates of payment etc. on behalf of the authority.

G. Time of Completion: (Ref: GCC Clause A.3.ii)

The Time of Completion shall be 12.0 (Twelve) months from the date of issuance of work order including 3.0 months (*Within 2 months with minimum machinery installation to start processing and further scale-up upto full capacity within next 1 month*) mobilization/ machineries installation period.

H. Contract Period: (Ref: GCC Clause A.3.iii)

- i. The Agency shall commence performing different activities from the date of issuance of Work Order, and complete all pre-operational activities and arrange for all mobilization after procurement of machinery for processing of Legacy Waste.

The agency should ensure to start processing of Legacy Waste within 3.0 months (*Within*

2 months with minimum machinery installation to start processing and further scale-up upto full capacity within next 1 month) from the date of issuance of Work Order.

- ii. The Contract period is 15.0 months from the date of issuance of work order and also includes security release period (3 months). The agency should be completed all processing and disposal work within the completion period including site clearance.

I. Termination Date: (Ref: GCC Clause A.3.iv)

‘Termination Date’ means the date on which the Contract is terminated by way of defaults of either SUDA/ULB or the Agency, or as a result of a Force Majeure Event, or as indicated in the GCC.

J. Responsibilities: (Ref: GCC Clause H)

I. Responsibilities of SUDA (FIRST PARTY) :

- (i) SUDA will be guided and controlled under directives of Municipal Affairs Department, Government of West Bengal
- (ii) Floating of NIT,
- (iii) Selection of Bidder/s
- (iv) Release of Fund
- (v) Administrative control, execution & overall monitoring of the project
- (vi) Proper coordination with Second Party & Third Party.
- (vii) Approval of Action Plan submitted by successful bidder.

II. Responsibilities of the Urban Local Bodies (SECOND PARTY):

- a) The ULB/ ULBs shall give permissive possession of the site to the agency in presence of EIC within 15 days from the date of issuance of LoI/ LoA after signing the contract agreement but both the activities i.e. the signing of agreement and issuance of permissive possession should be completed within 15 days.
- b) b) The ULB/ ULBs shall provide and hand over an encroachment free legacy waste dump site of required area.
- c) c) The ULB/ ULBs shall also provide approach road, Water Connection, Street Lighting up to the outside of boundary line of legacy waste dumping site.
- d) d) The ULB/ ULBs shall make arrangement for collecting, transporting and dumping of their daily fresh solid waste at a separate place may be within the dump site, but in no way the fresh waste be allowed to mix with the legacy waste. The same should be in writing and informed to the agency in presence of the EIC.
- e) The ULB/ ULBs should not dump Septic tank Sludge in the vicinity where legacy waste processing works are being/ will be carried out.
- f) The ULB/ ULBs provide assistance to the agency towards getting any types of clearance/ NOC or electric/water connections etc.
- g) The ULB/ ULBs/ EIC will also ensure whether operations in the legacy waste plant are going on as per SOP mentioned in the Agreement and as per relevant guidelines in the SWMRule2016,PWMRule2016,and directives of Hon'ble NGT an dCPCB/ WBPCB and CPHEEO guidelines enforced time to time.

Since payment to the Agency is based on Tipping fee, per Ton of the legacy waste processed, it is absolutely mandatory on the part of EIC or the official nominated by the SUDA to verify and authenticate on the body of each bill so generated and scientifically disposed of from....

- i) Daily supervision of site work, measurement records of work done, preparation/checking of Bills raised/submitted by agency to be done by the EIC/ official nominated by the SUDA.

III. Recording of all relevant documents specially processed materials and disposal details to be

done by the EIC/ official nominated by the SUDA.

IV. Responsibilities of the Agency (THIRD PARTY):

- i. The Agency shall carry out all activities as mentioned in the scope of work in Terms of Reference of RFP document and already executed Tender document
 - a. Prior to the start of project operations, the Bidder shall be responsible for obtaining all statutory clearances, permission, licenses, and authorizations necessary for the Project at their own cost and SUDA shall provide the assistance accordingly.
 - b. All tests should be done from any Government Institutions or Authorities of national repute or any reputed NABL accredited laboratory.
 - c. All types of clearance and NOC required for Installation/Commissioning and Operating have to be taken from appropriate authorities beforehand, SUDA/ULB/Corporations will only provide necessary support for acquiring such clearance/NOC. Relevant cost will be borne by the agency.
 - d. Construction and erection of the plant and creation of other allied facilities shall be completed within the installation/ mobilization period as stipulated in the bid documents.
 - e. The bidder will minimize mal odor generation; prevent off site migration of gaseous emissions. Ambient air quality at the site and in the Vicinity shall be monitored to meet the specified standards as per CPCB and WBPCB rules and regulations.
- ii. Carrying out his operations, and shall be fully responsible for carrying out the operations in a safe and secure manner, consistent with the law of the land, laws and regulations and directives of any Authority and permissions.
- iii. The Agency shall be responsible for the safety of all his activities & his personnel deployed for performing the work and providing services under this contract and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the operations carried out, whether these may have been carried out skill fully and carefully and strictly in conformity with the provisions of the specifications or not.
- iv. Construction of Office Buildings, Boundary walls (if required), Sheds & other civil structures & facilities required for running a processing plant smoothly.
- v. Procurement of required manpower, plant & machinery, vehicles/ equipment, spare parts, accessories, tyres, tubes, hydraulic oil, lubricants, diesel, petrol etc. for day to day running, operation & maintenance of processing plant site at his own cost.
- vi. Agency has to ensure daily washing of the vehicles (without polluting the surrounding environment around wash areas) used for the transportation/disposal of processed and segregated material.
- vii. Adequate number of smog machines and other mechanisms as appropriate on-site including screens to ensure dust suppression and control to ensure compliance with standards specified in Solid Waste Management Rules 2016 and amendments thereof.
- viii. The Agency shall be responsible for carrying out repairing and maintenance works of plant and machinery etc. for the continuous operation at their own cost.
- ix. The Agency shall be responsible for disposing all the fractions obtained during the work execution.
- x. The Agency shall be responsible for sale of bye-products, recyclable & reusable materials and maintaining proper books of accounts. No fractions of processed and inert material inside the plant boundary should be permitted at the time of claiming for the full and final payment.
- xi. The processing plant shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best Engineering practice. Whatever may

be the reason no claim for idle labour, additional cost of establishment, hire and Labour charges for Tools and Plants will be entertained.

xii. Other responsibilities:

a. Environmental Compliance:

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

The Agency shall obtain and maintain from time to time all necessary clearances from the WBPCB or any other similarly empowered Government Agency in respect of the Project (if applicable).

The Agency has to follow the Environmental Standards and Guidelines as mentioned below:

- The Agency has to make all the necessary arrangement for 24x7 digital monitoring of environmental standards to the extent possible. As per the CPCB Guidelines and all statutory norms.

b. Fire safety management plan:

Fire safety management plan shall be prepared by contractor before work commencement. Necessary firefighting arrangements on site including water tanks, sprinklers, hoses, extinguishers, training to staff, vehicles and any other in as per the Fire Safety norms shall be arranged to abate the fire nuisance. Necessary safety gears shall be provided by the Agency to all staff working as per the good industry practice. All such costs shall be solely borne by the contractor.

c. Quality Control:

- (a) **Identifying defects:** SUDA shall check the Agency's work and notify the Agency of any defects that are found. Such checking shall not affect the Agency's responsibilities. SUDA may instruct the Agency to search for a defect and to uncover and test any work that the Authority considers may have a defect.
- (b) **Tests:** If the Authority instructs the Agency 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 Agency shall pay for the test and any samples. If there is no defect the test shall be a Compensation Event.
- (c) **Uncorrected defects:** If the Agency has not corrected a defect within the time specified by SUDA, appropriate penalty has to be paid by the Agency as indicated in the document elsewhere.
- (d) All above conditions shall be applicable to the specified work of legacy waste processing only as per the relevant guidelines and regulations from the statutory authorities like CPCB or SPCB.

d. Use of Waste Processing Site or Waste Disposal site:

- i. The Agency shall use the land/ site only for the purpose either for processing of legacy waste and/or for dumping of waste, which was handed over to them by the ULB.
- ii. The Agency shall not use the land of waste processing site for any commercial purpose or for any other purpose not related to processing of legacy waste. The site should be cleared within the time specified in the RfP document.
- iii. The Agency 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.

e. Maintenance of Records:

The Agency shall maintain records of the wastes of all fractions processed and

disposed off the site in the format required by ULB and get certified by the concerned Authority of ULB/Municipal Corporation. Agency shall maintain the records duly signed by EIC and ULB representative.

f. Medical unit:

A Medical Unit having facilities of First Aid and Ambulance with life support shall be developed by the Agency. A Medical Unit having facilities of First Aid and Ambulance with life support shall be developed by the Agency. After issuance of LOA and Work Order, a medical unit shall be installed at each site by the agency for providing first aid to the victims of the circumstances so that immediate care and caution be given before reaching to any hospital. In case of agency handling the multiple sites within a ULB boundaries, the single unit with such medical arrangements should be made available.

It is upon the Agency to make necessary arrangements so that victim be promptly shifted to the nearest hospital. If possible, Agency has to maintain and keep trained health workers/Medical team headed by a competent doctor so that effective help/support be given immediately and to keep ready an ambulance with life support.

The Authority/SUDA shall not bear any responsibility/liability for misconduct/negligent work of the Agency in this regard.

g. Insurance:

The Agency shall insure his workmen, equipment etc. No additional burden should fall on the ULB/Authority/SUDA due to absence of insurance.

The Agency shall take out all necessary insurance against labour, theft, dacoits, fire or other contingencies for infrastructures being developed/ arranged/ deployed/taken from the ULB/Authority/SUDA in his possession under this contract. ULB shall not be responsible for any type of liability in this regard.

All pertinent documents related to insurance of machineries, manpower etc has to be submitted to the EIC within 21 days of issuance of formal work order. ***The contractor shall be liable for penal action if he fails to furnish documentary evidence in respect of insurances of manpower, machineries etc.***

The agency shall submit requisite documents pertaining to insurance as stated above along with their respective RA bills.

h. Accidents:

It shall be the Agency's responsibility to protect workmen, materials, equipment, vehicles and other immovable property in possession against accidents.

In the event of accidents / damages, which are in possession of Agency under this Contract (whether owned by ULBs or any other agency) and Agency's vehicles under this Contract. ULB shall be completely free from any liability of any nature incurred due to accident(s). The Agency shall be fully and exclusively responsible for any damage to vehicles or any of equipment under his possession and attached with his own/rented vehicles including driver and helpers.

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

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

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

the Agency.

In the event of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Agency shall within 24 hours of such accident, report in writing to the Competent Authority, the facts stating clearly and in sufficient details the circumstances of such accident and a copy of which should be sent to the concerned ULB who will send the same to the Authority/SUDA for information. Subsequent action of such complaint shall also be informed by the Agency to the ULB/SUDA/Authority accordingly from time to time/periodically.

If any accident occurs, during the execution of the work, which results in casualty or, any kind of disablement / fractures etc. necessary compensation shall be paid by the Agency to the legal heir of deceased or to the victim, as the case may be, as per extant provision of Law, Rules, regulations, norms etc.

i. Pumping, Dewatering etc.:

The Agency shall provide all pumping and other arrangements that may be necessary to remove water from foundations, trenches or any part of the structure under construction, It must be ensured that no water bodies of the existing canal, sub-soil and other sources of water gets contaminated in any way from any source during the course of execution of the total project.

j. Water and Electricity:

The Agency shall have to make his own arrangement for adequate supply of water and for electrical power that may be required after the designated point (i.e. till the location of dump site) of arrangements made by the authority at processing site for or in connection with execution of the work/Project. All these will have to be done at Agency's own cost and expense and no separate payment for any of these shall be made. The cost thereof being deemed to be included in the Contract Price for the project.

- i. Arrangement for supply of piped water may be taken from concerned ULB by maintaining all official formalities with consent of SUDA/concerned ULB, the cost to be borne by the Agency. Nothing extra will be paid from SUDA end. Arrangement of supply water till processing site shall be made available by the authority, further any charges to it shall be borne by the agency.
- ii. Electrical power from CESC/WBSCDCL to be taken by the bidder maintaining all official formalities with approval of SUDA, the cost to be borne by the Agency. Nothing extra will be paid for such account. If usual supply is not available, the connection of electricity at processing area shall be made available by the authority and further any wiring and tools needed for making it usable for processing equipment shall be borne by the agency only. Electricity charges shall be borne by the agency only.

k. Indemnification

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

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

- i. Payment of Wages Act,1936;
- ii. Minimum Wages Act,1948;
- iii. Employers Liability Act,1938;
- iv. The Workmen's Compensation Act,1923/ The Employees Compensation Act;
- v. Industrial Dispute Act,1947;
- vi. Indian Factories Act, 1948;
- vii. Maternity Benefit Act,1961;
- viii. Paternity Benefit Act, 2019 and
- ix. M.V Act/ Fatal Accident Act, etc.

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

l. Superintendence:

The Agency shall be vigil and provide all necessary superintendence while carrying out his operations for the proper fulfilling of the Agency's obligations under this Contract Agreement. The Agency shall nominate a competent and authorized representative ("Agency's Representative") duly approved by the Competent Authority, which approval may at any time be withdrawn without assigning any reason whatsoever. The Agency's Representative shall give his whole time to the superintendence of the operations and shall receive, on behalf of the Agency, instructions from the designated officers of ULB/ Authority/ SUDA, which shall be deemed received by the Agency. If the Competent Authority withdraws approval of the representative, the Agency shall remove the representative from the operations within thirty (30) days, and replace him by another representative approved by the Competent Authority.

m. Reporting:

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

The Agency shall carry out all reporting to the designated officers of SUDA or any designated person nominated by SUDA for the said work

n. Processing Site and Vehicles:

The ULB shall provide required area to the agency as per the availability of land for installation of processing plant at waste disposal ground. The Agency shall construct, erect, commission waste processing plant as required to execute the work under his scope as mentioned by the Authority. The ownership of waste processing site, and other assets excluding all temporary civil structures, shall at all times remain with the agency. At

the end of the contract period all the assets shall be moved out of the premise at the cost of the agency itself. The agency shall request for the full and final settlement before vacating the site and declared to be empty from any legacy waste or it's fractions allotted to agency for the processing and disposal. The Authority shall request over the same within thirty (30) days of such a request being made.

o. Operation and Maintenance of Plant & Machinery and vehicles:

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

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

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

- i. Driver's License
- ii. Registration Certificate of Vehicle.
- iii. Pollution under Control (PUC) Certificate.

All the drivers, helpers and workers engaged in operation of vehicles should be provided uniforms, personal protective equipment's (hand gloves, gum boots, masks etc.) and desired implements.

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

p. Emergency Response Plan:

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

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

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

q. Routine Maintenance Standards:

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

- a. Prompt repairs of the storage and waste drying places, Leachate collection drainage and treatment system, electrical items, drains, vehicular passages, sieving machineries, lighting and fencing if any such existing infrastructure is lying under the legacy waste dump site area and handed over to the bidder till the project execution period. The infrastructure shall be made available/ handed over back to the authority at minimum same condition of usable situation or better as the case

may be. Any modification or demolition of such infrastructure shall be reported to the authority and after the competent approval only necessary steps shall be taken.

- b. Replacement of equipment/consumables, maintenance and repairs to equipment, structures and other civil works which are part of the legacy waste processing facility and deployed by the bidder for the said project purpose only.
- c. Maintain stock spare parts for the machinery.
- d. Keeping the waste processing facility in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the facility or any other property on or near the site.
- e. Undertaking maintenance works in accordance with the O&M Plan and Operations Protocol.
- f. Preventing, with the assistance of law enforcement agencies, where necessary, any unauthorized entry to and exit from and any encroachments including any encroachments on the site.
- g. Taking all reasonable measures for the safety of all the workmen by providing medical assistance as stated herein above, material, supplies and equipment brought to the site. Explosives, if any, shall be stored, transported and disposed of by the Agency in accordance with Applicable Laws/Permits.
- h. No work at night shall be done. Special permission shall be taken beforehand from the appropriate Authority if needed.
- i. All the vehicles to be used by the agency in and outside the plant shall strictly follow latest emission standard norms.
- j. The site shall be made available for inspection at any time as and when felt necessary by the Authorities.
- k. All the materials to be used for construction/maintenance shall be of ISI mark or equivalent.
- l. Suitable firefighting arrangement shall be made as per prevailing norms and standards laid down by the Govt.
- m. Environmental protection measures should be maintained at all the time during the project execution.

r. Health and Safety:

The Agency shall at all times take the necessary precautions to protect all staff and labour employed on the Site from nuisance by insects, rats, mosquitoes, and other pests and reduce their danger to health. The Agency shall provide suitable prophylactics for the Agency's Personnel for the prevention of malaria, and shall take steps to prevent the formation of stagnant pools of water. The Agency shall comply with all the regulations of the local health authorities in these respects and shall in particular arrange to spray thoroughly with approved insecticide all buildings erected on the Site. Such treatment shall be carried periodically as instructed by the Engineer. In the event of any outbreak of illness of an epidemic nature, the Agency shall comply with and carry out such regulations, orders, and requirements as may be made by the competent Authority/ Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

s. Burial of the Dead:

In the event of the death of any of the Agency's Personnel or members of their families, the Agency shall be responsible for making the appropriate arrangements for their repatriation to the place where they were originally recruited from or to their domicile

or to any other place as required for burial. The Agency shall also be responsible, to the extent required by any Laws, for making arrangements for burial of any of his local Personnel who may die whilst engaged upon the works.

t. Emblem and Logo:

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

K. Pre-Operational Activities: (Ref: GCC Clause I)

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

Sl. No.	Description of Activity	Duration for Completion of Activity
1.	Issue of Letter of Intent/Letter of Acceptance (LOI/LOA) from Client	-
2.	Acceptance of LOA from agency	Within seven (7) working days from the date of issue of LOI/LOA.
3.	Signing of Agreement	Within fifteen (15) working days from the date of issue of LOI/LOA.
4.	Issue of work order from Client	Day 0 (zero)
5.	Submission of plan of action	Within ten (10) working days from the date of issue of work order to the Agency.
6.	Start construction of weigh bridge, office building, waste processing equipments /plants, etc.	Within fifteen (15) working days from the date of issue of work order to the Agency.
7.	Start processing of Legacy Waste	Within 3.0 month from the date of issue of work order to the Agency.

L. Payment Terms: (Ref: GCC Clause J)

The bidder should quote Per MT of Legacy waste processed through Bio-remediation and Bio-mining at the dump site, as per the scope of work. The bidder should quote the rate inclusive of all type of taxes & duties and GST (as applicable).

Payment shall be made Per MT (Metric Ton) of legacy waste measured through the weigh bridge measurement slips.

Payment disbursement for delivering each part of the scope of work will be as per following mechanism:

Disposal of 4.0 lakh MT of processed legacy waste through Bio-remediation and Bio-mining process from Asansol MC (Phase-I) in Paschim Bardhaman District dump site, West Bengal.

Payment for the work shall be calculated by the Authority based on the following formula: Payment calculation for Work (P) = (WXR) Where,

W= Quantities calculated from contour survey or weighbridge measurement slips or approximate sum of weight of all material in tons, obtained through processing of waste from the dump site (i.e. RDF, Compost, Soil enricher, Good Earth, Recyclables, C&D waste, Inert material etc.)

R = Rate per ton.

The Bidder shall submit to the Authority the Running Bill on completion of monthly progress along with necessary documents, test reports, statements as may be applicable etc.

The statement should include the following details:

- i. Quantity of Work Completed (in terms of Quantities calculated from contour survey or weighbridge measurement slips or different fractions obtained out from the dump site) at site including photographic evidence of the same.
- ii. Certificate from the Engineer-in-Charge certifying the work done.
- iii. The documents furnishing the proof of disposal/ utilization (with date, quantity, other details) at the suitable location for the end product (inert, combustible, others if any). Utilization certificate of disposed material must be furnished.
- iv. The Bidder shall also submit monthly report on contour survey, stating the total quantum of the waste at the beginning, waste removed from the site and the remaining volume of the waste for each billing cycle.

Sl. No.	Description of Work	Total amount to be paid to the agency including all type of taxes & duties and GST.	Period of payment released
1.	Disposal of 4.0 lakh MT of legacy waste through Bio-remediation and Bio-mining process and reclamation of the land at Asansol MC (Phase-I) dump site within Asansol MC under Swachhha Bharat Mission in West Bengal.	Per Ton basis.	Monthly basis for actual quantity of Legacy Waste processed & disposal.

N.B:

- Record keeping at the Weigh Bridge for actual quantity of Legacy Waste processed and disposed off should be maintained by a team formed by one member from both the Agency and ULB's end on daily basis.
- Provide weighbridge to measure the quantity of waste subjected to Bio-remediation and Bio-mining at dump site and fractions disposed of from the dump site as approved by SUDA. The Agency shall ensure that the weighbridge is installed from the start date of remediation activity. The weighing system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighing system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by SUDA/Municipality officials and other competent authorities.
- A no claim certificate as per the following format shall have to be furnished by the selected bidder before releasing the security deposit to the EIC.
- **Installation of weighbridge and processing timeline:**
 - The successful bidder shall be given maximum of 3.0 **months** to install the weighbridge system and other machineries required for processing of legacy waste. This includes the installation of weighbridge along with calibration, operationalizing the digital monitoring system and all other necessary machineries and a successful trial run (minimum of 7 working days).
 - Physical work on Bio-remediation and Bio-mining must begin within 3.0 **months** from the work order issuance date. However, processing activities of legacy waste should not commence until a) the digital monitoring system is fully installed, operational, and verified, b) weighbridge Calibration Certificate is duly submitted to EIC. It is to be kept in mind that Time is the essence of this contract, and the agency

shall complete the work within the scheduled time of completion, failing to meet this deadline will result in penalties.

- The successful bidder has to install weigh bridge of at least of 50 MT capacity (preferably pit-less type) and 12m length. The processing capacity of the plant should be at least 2100 MT per day from the date of commencement of legacy waste processing, so that, the Agency can process and remove minimum of 2100 MT of waste per day, positively. Accordingly, the agency shall design and install the number of trommel/machineries required for processing of at least 2100 MT per day of legacy waste.
- The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 08% will be deducted towards Security Deposit from each running bill.
- The Bidder shall maintain a record of the daily processed legacy waste measured in the Weigh Bridge. The Bidder shall also keep proper record of the all recovered and disposed of material. The Bidder shall prepare all periodical reports, applicable to the Projects, as may be required by Authority, other stakeholders or the State Government etc.
- The Bidders should set up weighbridge (s) of adequate load bearing capacity at the sites for weighing of legacy waste and disposed off materials. This weighing system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility. This system should be compatible and integrated with the IT system on real time basis.
- Data of weighing system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by the Authorities. The weighbridge(s) should have 24X7 online monitoring system accessible to the authorities.
- The weighbridge (s) shall be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition IP based cameras in adequate numbers (as directed by Authority) shall be provided by the Bidder. The Real Time CCTV video footage shall be made available to the authority 24x7 by means of the aforementioned online monitoring system.
- In addition to the above, the entire project area wherein the agency would carry out the Bio-remediation and Bio-mining works shall have to be placed under 24x7 CCTV Surveillance, Real Time Live Footage of which shall be fed in the aforementioned online monitoring system portal. In this regard adequate number of CCTVs shall have to be installed in the project area by the agency, the access to which shall be available to the authority at all time.
- CCTV Recordings of operation of weighing system shall be provided as and when required by the Authorities.
- Any malfunctioning in operation of weighing system shall be the responsibility of the Bidder.
- In case any malfunction/technical problem in the functioning of weighing system, the same shall be rectified by the Bidder within period of 24 hrs.
- Payment shall be made only after proper disposal of different fractions from the site as per guideline of SWM Rule-2016 and current CPCB / SPCB guidelines issued for management and disposal of legacy waste.
- Full and final payments, certificate for disposal of different fractions from end user and digital monitoring data etc. whatever be the penal clause or penalty made. The cost for the same shall be borne by the selected bidder.
- To process for payment, Checklist of the Report before Release of Payment for Bio-remediation and Bio-mining of Legacy Waste at dump sites shall be submitted.
- The Digital monitoring system & web enabled CCTVs are to be installed & maintained by the successful bidder. Real time monitoring system must be centrally operated.

- These clauses as mentioned above should be treated as mandatory throughout the contract period and any breach or violation of the same may entail cancellation of contract.
- Payment shall be released when fully functional Digital Monitoring System, GPS monitoring report and in site or weighing bridge slips as an evidence is submitted.
- For running bills, payment will be made on actual weighment in reference to the slip generated from the weigh bridge mentioning the quantity of waste along with proper supportive documents on waste and other fractional characterization on verification of MoA / MoU for (if any). At the time of final payment co-processing and end user certificates for good-earth, inert, RDF, and other components documents as available on record, daily real time data along with CCTV footage submitted on hard drive(s), etc., endorsed and authenticated by the concerned authority deployed/engaged/posted by.....vi de , within 30 days from the date of submission of bills subject to The availability of requisite documents from the agency

M. Payment Breakup schedule: (Ref: GCC Clause K)

- a. 80% payment (after necessary deduction as applicable) shall be released against 1st RA Bill only to maintain cash flow during execution; however, no further payment shall be made if actual quantity of RDF generated has not been disposed from the site after 30 days from date of processing which shall not exceed the EMD submitted by the bidder at any point of time during the contract period.
- b. Balance 20% payment (after necessary deduction as applicable) shall be released against 1st RA Bill after submission of documentary proof/evidence, certificates etc. as per requirement.
- c. 2nd and subsequent RA bill (after necessary deduction as applicable) payment clearance will follow the same process till the final bill for full and final payment is not submitted.

N. Refund of Security Deposit against Work: (Ref: GCC Clause L)

- i. No security deposit shall be refunded to the agency **before expiry of 1 (one) month** from the date of successful completion of the work.
- ii. **50% of the security deposit** shall be refunded to the agency on expiry of **1 (one) months** from the date of successful completion of the work, including site clearance, subject to realization of final payment.
- iii. The balance **50% of the security deposit** shall be refunded to the agency on expiry of **3 (three) months** from the date of successful completion of the work, including site clearance, subject to realization of final payment and full satisfaction of the Engineer-In-Charge/Authority.

This period of **3 (three) months**, from the date of successful completion of the work, shall be treated as the **Security Period** of the contract.

No interest shall be payable on the deducted amount.

O. Liquidated Damages/ Penalties: (Ref: GCC Clause M)

i. Failure to execute the Agreement after issue of LoI/LoA:

If the successful bidder fails to sign the Agreement in the format shared by Competent Authority/SUDA within 15 working days of issue of **LoI/LoA** from Competent Authority/SUDA without any valid ground, then the EMD will be forfeited, the bid will stand cancelled and Competent Authority/SUDA will have the right to issue fresh tender for the said work.

ii. Delay in Completion of Work:

In case the bidder fails to complete the work within the given time frame, then the bidder will be liable to pay a minimum fine of ₹25,000/- (Rupees Twenty Five Thousand) and maximum

of ₹5,00,000/- (Rupees Five Lakh), for every day of delay as liquidated damage subjected to maximum of 10% of project cost. In case the successful bidder is not solely liable for the delay, amount of liquidated damage shall be deducted on proportionate/pro rata basis depending upon the successful bidder's extent of fault in causing such delay. SUDA shall have the right to determine such extent of fault and liquidated damages. Payment of liquidated damages shall not be the sole and exclusive remedies available to SUDA and the successful bidder shall not be relieved from any obligations by virtue of payment of such liquidated damages. SUDA may in its discretion, have the right to terminate the Agreement.

- iii. In case the commissioning of the plant gets delayed beyond 30 days over and above the allotted period, SUDA may decide to complete the project by itself and terminate the agreement. In this scenario, the EMD will be forfeited. SUDA will not be required to refund it to the bidder. The plant in the as-is state will continue to be the sole property of SUDA and the termination of the agreement with bidder will not constitute any transfer of ownership.

iv. **Compensation for delay:**

- a) **For commissioning of work:** Penalty per day @ Rs.50,000.00 or 1% of the Contract Value, whichever is less, shall be imposed for delay in commissioning (start of processing of legacy waste)/mobilization/ machineries installation period of the plant beyond the scheduled date, limited to a maximum of 10% of the entire Contract Value.

b) **Other Liquidated Damages:**

Sl. No	Description of Non-Compliance	Penalty Amount
1.	Failure to process and dispose off minimum average specified quantity of legacy waste on daily basis (computed monthly) excluding the monsoon period as decided in the Work plan [minimum monthly target quantity to be processed = total quantity/(completion period in months – installation period in months)]	Per month penalty = (monthly target quantity – actual monthly quantity processed and disposed off) x 5% of processing fee per MT of legacy waste (as quoted by bidder) from the Project Site
2.	Non-Compliance to, SWM Rules 2016, CPCB Guidelines 2019 on Legacy Waste and other Environmental Standards notified by regulatory authorities or as specified in the Contract.	₹20,000/- per Incidence per day till compliance is achieved.
3.	Non provision/ delay in provision of site facilities as per specifications.	₹20,000/- per item per day till compliance is achieved.
4.	Non-compliance of Safety Standards, use of Personal Protective Equipment, fire safety, slope stability while forming windrows (if any during pre-stabilization process) by the workers.	₹ 5,000/- per Incidence per day till the compliance is achieved.
5.	Non-availability of Site Facilities as per the detailed plan of action/ work plan, submitted by the Service Provider at the start of work and duly approved by the Authority.	₹20,000 /-per incidence per day, till the compliance of the failure is achieved.
6.	Non-compliance of submission of Topographic survey drawing along with contour in regular interval (at least Quarterly) as mentioned bid document	₹ 5,000/- per Incidence per day till the compliance is achieved.
7.	Non-compliance of submission of testing of moisture content of legacy waste in daily basis as mentioned bid document	2% of rate quoted by the bidder x Qty in MT Processed till the compliance is achieved.

8.	Non-compliance of submission of testing of air/ground water/soil quality of legacy waste project site in regular interval (at least once in a month) as mentioned bid document	₹5,000/- per Incidence per day till the compliance is achieved.
9.	Non-compliance of installation of weighing machine along with uploading data to web and Automatic vehicle number plate detection and recognition system	4% of rate quoted by the bidder x Qty in MT Processed till the compliance is achieved.
10.	Tampering of records at weighbridge or submission of manipulated records or any malpractice which will affect quantity & quality of work done.	50% of the value of bills certified for 3 (three) preceding months from the month of incidence noticed.
11.	Non-compliance to the outlet parameters of treated leachate as specified in the RFP document or as stipulated by the regulatory agencies.	₹2,000/- per incidence per day, till the compliance of the failure is achieved.
12.	Non-compliance of installation and operation of Real Time monitoring System including CCTV surveillance.	10% of rate quoted by the bidder x quantity in MT Processed till the compliance is achieved.
13.	Failure to Submit Progress Report on time	₹1,000/- per incidence
14.	Fire incidents	₹25,000/- per incidence per day
15.	Non-compliance of installation of GPS Tracking System in all Vehicles to be used for transportation of legacy waste and disposal of different fraction of legacy waste. Alternative method of tracking of RDF disposal vehicle may be accepted with the approval of TIA/ EIC.	4% of rate quoted by the bidder x Qty in MT processed till the compliance is achieved.
16.	Non-compliance of submission of calibration certificate of each testing equipment's for processing of legacy waste in regular interval (at least once in a year or as per requirement) as mentioned bid document	₹5,000/- per Incidence per day till the compliance is achieved.
17.	Non-compliance of proper disposal of RDF, Inert/C&D and Good Earth within Specified time.	₹ 2000/MT of RDF per month ₹ 2000/MT of Inert/C&D per month ₹ 2000/MT of Good Earth per month
18.	Non-availability of equipment	No penalty if all equipment in working condition for 90% of the operational days in a month. If any equipment is not in working condition, a Penalty of INR 5,000 per day to be applied on all days beyond the buffer of 10% in a month. Excluding incidents of: • Rainy days • Other externalities include social aspects. • Factors not under the control of the Agency which shall only be under the sole discretion of concerned EIC of SUDA.

19.	Non-compliance during monsoon period (during rains beyond monsoon period also) The contractor shall ensure: If it is required to process the legacy waste during monsoon period then all pre processed and recovered materials shall either be stored under a temporary shed or stored at an elevated platform or similar arrangement as covered with 200 gsm silpaulin material and tied with ropes at proper interval, to prevent washing by rain / rising waters, with weights so as to ensure the material remains dry and safe with a cut off drain around.	₹5,000/- per incidence till compliance is achieved.
20.	Failure in submission of documents with regards to mandatory insurance of machineries, equipment and manpower to be deployed.	₹5,000 for each additional day of delay after expiry of submission period i.e., 30 days from date of issuance of formal work order.
21.	Non-compliance of quality standard similar to SCF/RDF-Grade-III as per Guidelines on Usage of Refuse Derived Fuel in Various Industries published by CPHEEO	₹2,000/MT of RDF
22.	Weighbridge System Malfunction Categories	Category – 1 Minor malfunctions (1 day): If the weighing system malfunctions or encounters technical problems, the Agency must mandatorily fix it within 24 hours. During this downtime: Solid waste will be weighed at a SUDA approved private weighbridge outside the site. The Agency will be responsible for all costs associated with using this external weighbridge. SUDA will not cover these costs. No penalty till 5 days. Category – 2A Medium Level Breakdown (up to 9 days): If due to reasons beyond the reasonable control of the Agency the weighing system is nonoperational for more than 5 days, a penalty of ₹15,000 per day shall be imposed from 6th day to the processed waste upto 9th day. Also, Solid waste will be weighed at a SUDA approved private weighbridge outside the site during this time. The Agency will be responsible for all costs associated with using this external weighbridge. Category – 2B Medium Level Breakdown (Between 10th to 15th day): If due to reasons beyond the reasonable control of the Agency the weighing system is

		nonoperational for more than 9 days, a penalty of ₹25,000 per day shall be imposed from 10th day to the processed waste upto 15th day. Also, Solid waste will be weighed at a SUDA approved private weighbridge outside the site during this time. The Agency will be responsible for all costs associated with using this external weighbridge. SUDA will not cover these costs. Category - 3 Major breakdowns (beyond 15 days): For severe breakdowns exceeding 15 days, a penalty of ₹50,000 per day will be applied to the processed weight and also a show cause letter will be issued. If in any case breakdown period exceeds 20 days, a penalty of ₹1,00,000 per day shall be imposed to the processed waste. Also, Solid waste will be weighed at a SUDA approved private weighbridge outside the site during this time. The Agency will be responsible for all costs associated with using this external weighbridge. SUDA will not cover these costs. Furthermore, fresh Weighbridge Calibration Certificate has to submit duly after repairing of the same to EIC in each case.
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Note:

- 1. The above penalty shall be in addition to statutory penalty levied by any authority and also include cost of remedial measure if any undertaken by the Authority.**
- The cumulative maximum amount of penalty for the whole of the Works is 10% of the accepted Contract Price beyond the contract may attract termination as per clause mentioned in the RfP document.
- Repetitive penalties as per Performance of the bidder may lead to a compulsory imposition of liquidated damages, and if the issue persists, it may lead to termination of the contract without assigning any reason whatsoever and also without achieving full liquidity damages (i.e., 10% of the accepted contract price) as mentioned in the contract documents. The Engineer-in-Charge (EIC) has the discretion to implement this.

**P. Measure to be taken up after exhaustion of maximum limit for Compensation for Delay:
(Ref: GCC Clause N)**

If the cumulative compensation damage amount along with penalties amount exceeds 10% of the Contract Value, the Authority may:

- Terminate the contract agreement and forfeit the EMD and Security Deposit.
- Impose penal action as per procurement rules of Finance Department, Government of West Bengal.
- Retain the Bidder on depositing the amount equivalent to the such compensation damage of 10% of the contract amount. However, the retention of the Bidder on such ground shall not free him

from his liabilities for completion of the work or any future imposition of compensation damages.

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

Q. Settlement of Accounts: (Ref: GCC Clause Y)

- i. Upon termination of the contract prior to the completion of contract under clause mentioned above, the amount due to the agency shall be recovered by appropriating the security deposit. No compensation will be paid to the agency for capital investment done by the agency on civil works and on plant & machinery.
- ii. Upon termination of this contract as per Clauses mentioned in this RfP above or due to occurrence of force majeure events, the value of civil structures and plant & machinery as on the date of termination will be paid by the SUDA/ULB/TIA/Authority to the agency after adjustment of amount due to the agency.

R. Third Party Inspection: (Ref: GCC Clause Z)

TIA/Authority may appoint third party inspection agency/ Independent Engineer/ Authority Engineer/ Committee set up by the Authority to verify the quality and quantity and other activities related to Bio-remediation and Bio-mining work to be carried out by the selected bidder as per SWM rule 2026, CPCB guideline, and other guidelines framed by GOI, Govt. of WB time to time for the Bio-remediation and Bio-mining of legacy Waste. In that case payment shall be made for the quantity of different fractions removed from the site based on the certification of third party inspection agency/ Independent Engineer/ Authority Engineer/ Committee set up by the Authority.

S. Provision for Variation in Quantity: (Ref: GCC Clause AA)

If there is a variation in total quantity of legacy waste than the quantity of legacy waste approved in the Work Plan/DPR the following provision shall be adopted:

The quantity of Bio-remediation and Bio-mining of legacy waste may be further increased up to 50% of tendered quantity depending upon the performance of contractor and availability of funds. Rate will be considered as the quoted rate for the increased quantity beyond the tender quantity.

T. Handing over of site after completion of work: (Ref: GCC Clause AE)

The agency shall hand over the site after satisfactory completion of the work as per terms and condition defined in the Contract agreement to the ULB/ULBs in presence of EIC.

Appendix – I: Site Monitoring Report Format

DAILY SITE MONITORING REPORT BY THE SUDA AND ULB

- 1) Name of Urban Local Body (ULB) :
- 2) Name/Location of dump site :
- 3) Date of inspection :
- 4) Inspected by (name of the officer, entrusted by the municipality/nodal officer) :

FORMAT – A1:

LOG SHEET FOR RECORDING TEMPERATURE, MOISTURE CONTENT, PH ETC.

Windrow Sl. No.	Windrow Formation Date	Windrow Size	Age of Windrow	Windrow Turning Day	Temperature		Quantity of Bio- Culture used	pH Value	Remarks
					9:00 AM	4:00 PM			
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

FORMAT – A2:

LOG SHEET FOR RECORDING WEIGHT OF INPUT LEGACY WASTE

Trip Sl. No.	Date	Time	Vehicle No.	Vehicle Type	Type of material	Gross tare weight (kg)	Empty tare weight (kg)	Net weight (kg) (7) – (8)	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

Signature of the Nodal Officer

Signature of the ULB

Format - B:

**PRE-BILL CERTIFICATION, AS PER
SOLID WASTE MANAGEMENT RULES' 2016 AND
CPCB GUIDELINES FOR DISPOSAL OF LEGACY WASTE COMPLIANCE REPORT**

- A. R/A BILL NO. AND DATE:**
B. Quantity of waste processed till the date of previous billing:
C. Quantity of waste processed till the date of billing:
D. Quantity of waste processed and payable in this R/A bill:
E. Quantity of waste fraction, removed from dump site in this R/A:

- 1) Name of Urban Local Body (ULB) :
- 2) Name/Location of dump site :
- 3) Estimated Quantity of Legacy Waste :
- 4) Area of legacy waste dump site : (i)
(ii)
- 5) Work order issued to :
- 6) AA & FS no. & date :
- 7) Quoted rate :
- 8) Total Estimated Cost :
- 9) Date of commencement :
- 10) Tentative date of completion of Bio-remediation and Bio-mining :
- 11) Whether the processing is done at site or carried to another site :
- 12) If carried to other site, whether permission/consent has been taken from SUDA :
- 13) If carried to other site, both ULBs been informed:
- 14) If carried to other site, whether all Environmental precautionary measures being maintained properly :
- 15) Stabilization of waste by formation of Windrows :
- 16) Use of bio-culture for stabilization of waste :
- 17) Appropriate machineries used :
- 18) Period of maintaining windrows :
- 19) Interval of churning :
- 20) Weighbridge installed (Y/N) :
- 21) No. of weighbridge installed :
- 22) Whether calibration certificate obtained from Controller of Legal Metrology, Government of West Bengal? :
- 23) Screening equipment (number) :
- 24) Screen size : (i)
(ii)
(iii)
- 25) Capacity of the each Trommels/Vibrating Screen/
Disc/Star to process in the day :
- 26) Total capacity of the Trommels/Vibrating Screen/
Disc/Star to process in the day :
- 27) Date of operation of the Trommels/Vibrating Screen/
Disc/Star :
- 28) Daily rate of processing :
- 29) Area of land reclaimed(cumulative) :
- 30) Log sheet for temperature recording and pH value :
- 31) Material balance analysis details :
- 32) Supporting documents for use of different fractions
(Bio earth/recyclables/RDF/other waste) :

- 33) Forward linkage for ultimate disposal of
(Mention the name of the agencies and confirm
whether the agreement entered into by the agency) :
 - (a) Good earth :
 - (b) RDF :
 - (c) Inert :
 - (d) Moisture content:
- 34) Challan and Quantity of the waste material disposed from site:
 - (i) Good Earth
 - (ii) RDF
 - (iii) Inert
 - (iv) any other
faction
- 35) Appropriate testing of different fractions from NABL/
PCB approved or accredited lab :
- 36) Is fresh waste being dumped with the legacy waste :
- 37) % of inert materials obtained :
- 38) Legacy waste monitoring and management :
- 39) Air quality monitoring as per CPCB guideline :
- 40) Water quality monitoring as per CPCB guideline :
- 41) Ground water analysis as per CPCB guideline :
- 42) Soil analysis as per CPCB guideline :
- 43) Leachate management as per CPCB guideline :
- 44) Fire control and safety as per CPCB guideline :
- 45) Frequency of quality monitoring of Ground Water :
- 46) Frequency of quality monitoring of Ambient Air :
- 47) Frequency of quality monitoring of Soils :
- 48) Safety and COVID control measures :
- 49) Environment health and safety management
including COVID control :
- 50) CCTV& Real Time monitoring System installed with web application:
- 51) App shared with Engineers of SUDA :
- 52) Whether sites-supervisor engaged by the agency :
- 53) Material Balance of Input Waste and output fractions :

_____ Dated Signature of the Agency
_____ _____ _____ _____

_____ Dated Signature of the Nodal Officer
_____ Municipality/Municipal Corporation/Notified Area Authority

Appendix – II: No Claim Certificate

FORMAT FOR NO CLAIM CERTIFICATE

(On company letterhead)

Agencies Name _____

[Address and Contact Details]

Agencies Reference No. _____ Date:.....

To

The Director,

State Urban Development Agency,

ILGUS BHAWAN, HC Block, Sector III,

Bidhannagar, Kolkata – 700106

Sub: Contract Agreement no. ----- dated----- for the Work of “Disposal of legacy waste through Bio-remediation and Bio-mining process to reclaim the land of dump site utilizing scientific method located at Asansol MC in Paschim Bardhaman District under Swachh Bharat Mission (U).”

We have received the sum of ₹ (Rupees _____ only) as final settlement for completing the above stated work under the above mentioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and already received by us.

We are hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of Agency or

Officer Authorized to sign the contract documents.

on behalf of the Agency

(Company Seal)

Date:

SECTION 8: West Bengal Form No. 2911

Clause 1.

1.1 Earnest Money - The person/persons who intend to participate in the Tender for an Estimated Amount up to ₹25 Crore (Rupees Twenty-Five Crore) shall have to deposit Earnest Money @ 2% (two percent) of the Estimated Amount put to Tender or Rs 10 Lakh, whichever is lower.

In case of offline tender earnest money is to be submitted in the form of Bank Draft or Bankers Cheque.

In case of Online Tender (e-Tender) earnest money is to be deposited through e- tender portal (<https://tenders.wb.gov.in>) by selecting from either of the following payment modes:

- i) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway.
- ii) RTGS/NEFT in case of offline payment through bank account in any Bank with his/her tender/quotation as per Memorandum No. 3975-F(Y) dated: - 28.07.2016 of Secretary to the Government of West Bengal, Finance Department. The L1 bidder shall make the Formal Agreement after getting the Letter of Acceptance (LOA) issued by the Tender Accepting Authority. Failure to make the Formal Agreement within the time period as prescribed in the Letter of Acceptance (LOA) for the purpose, may be construed as an attempt to disturb the tendering process and will be dealt with accordingly in a legal manner as deemed fit including blacklisting the bidder.

1.2 Security Deposit - While making any payment to the person(s) whose tender has been accepted (hereinafter shall be called the contractor) for work done under the contract, the authority making payment shall deduct such sum which together with the Earnest Money already deposited and converted into security deposit, shall amount to 10% of the value of works executed at the material point of time and paid during the progressive running accounts bills, so that total deduction together with Earnest Money constitute 10% of the tendered value of work actually done.

In case of excess/and supplementary work over the tendered amount, additional security @ of 10% of such additional amount is to be deposited for all such excess/and supplementary works beyond the tendered amount before payment of final bill.

Compensation of all other sums of money payable by the contractor to the Government under the terms of the contract may be deducted from the security deposit.

However, even though the earnest money deposited exceeds the prescribed percentage, due to reduction of tendered amount due to any reason whatsoever, such additional earnest money shall be deemed to have been converted into security and further deductions from progressive bills shall be made, taking into consideration the enhanced component of earnest money so converted into security.

Security deduction will not normally be required for hiring of inspection vehicles and boats etc., supply of tools & plants, furniture and computer peripherals. Separate agreement may be required in those cases, particularly for consultancy and RFP for EPC, which shall be made in standard formats to be approved by the Government.

After completion of the work, the Contractor may opt for refund of the Security Deposit by replacing equal amount of Bank Guarantee of scheduled Bank valid up to 3 months beyond the defect liability period.

Additional Performance Security @ 10% of the tendered amount in the form of Bank Guarantee from a Scheduled Bank, valid up to the date of completion of work, shall be obtained from the successful

bidder, if the accepted bid value is 80% or less than the estimated amount put to tender.

If the bidder fails to submit Additional Performance Security within 7 (seven) working days from the date of LoA or the time period as approved by the Tender inviting Authority, his Earnest Money will be forfeited.

If the bidder fails to complete the works successfully, the Additional Performance Security along with Security Deposit lying with the Government shall be forfeited at any time during the pendency of contract period as per relevant Clauses of the Contract.

Necessary provisions regarding deductions of Security Deposit from the progressive bills of the Contractor as per relevant clauses of the contract will in no way be affected/ altered by this Additional Performance Security.

Compensation for delay/Liquidated Damage

Clause 2. The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence. Time being deemed to be the essence of the contract on the part of the contractor, the contractor shall be bound in all cases, to achieve the 'Milestones' as defined under Clause 5 and specified in the NIT into various 'Identifiable and quantifiable construction related stages' pertaining to the work. In the event of the contractor failing to comply with any of the conditions related to achieving the 'Milestones' within the specified time period prescribed for such 'Milestone' plus one month, he/she shall be liable to pay compensation.

If the contractor fails to commence and/or maintain required progress viz. Milestones defined in the Notice Inviting Tender over the total time allotted for its full completion and in terms of clause 5 or fails to complete the work and clear the site on or before the end of contract period or extended date of completion, he/she shall, without prejudice to any other right or remedy available under the law on account of such breach, pay as agreed compensation to the implementing Department.

This will also apply to items or group of items for which a separate period of completion has been specified.

Compensation for delay of work: @ 2% (Two percent) of the tendered value of work arrived for each month of delay to be computed on per day basis subject to the ceiling limit of security deposit already withheld or due to be withheld during imposition of the said clause and minimum payable compensation equivalent to the Earnest Money deposited (EMD).

Action when whole of security deposit is forfeited

Provided always, that the total amount of compensation for delay, to be paid under this clause shall not exceed 10% of the tendered value of work or the tendered value of the item or group of items of the work, for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this contract, if the contractor catches up with the progress of work subsequently, part or full of the desired progress as per the contract in accordance with the decision of the Tender Accepting Authority, under powers delegated by Government to be communicated by the Engineer-in-Charge, the withheld amount shall be released. However, no interest, whatsoever, shall be payable on such withheld amount.

Force majeure: -If the work(s) be delayed for the following reasons: -

Due to war, internal emergency and other conditions such as abnormally bad weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, the contractor shall immediately

give notice thereof in writing to the Engineer-in-charge but shall nevertheless use constantly his/her best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the works.

Contractor remains liable to pay compensation, if action is not taken under Clause 3

Clause 3. Subject to other provisions contained in this clause, the Engineer-in-charge with the prior approval of Tender Accepting Authority, may, without prejudice to his/her any other rights, remedy against the Contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provision of the contract or otherwise, and whether the date of completion has or has not been elapsed, by notice in writing, absolutely determine the contract in any of the following cases:

- (i) If the Contractor has been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that work is being performed in an inefficient or otherwise improper or un-workman like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter;
- (ii) If the Contractor has without reasonable cause suspended the progress of work, or has failed to proceed with the work with due diligence so that, in the opinion of the Engineer-in-Charge he/she will be unable to secure completion of the work by the schedule date for completion, and continues to do so after a notice of seven days in writing from the Engineer-in-charge;
- (iii) If the Contractor fails to complete the work within the stipulated date or the Milestones/items of work within individual dates of completion, if any, stipulated on or before such date(s) of completion and does not complete them or reach the defined Milestones within the period specified in the notice given in writing to that effect by the Engineer-in-charge;
- (iv) If the Contractor persistently neglects to carry out his/her obligations under the contract and/or commits default by not complying with any of the terms & conditions of the contract and does not remedy it, or take effective steps to remedy it, within seven days after a notice in writing is given to him/her to that effect by the Engineer-in-Charge;
- (v) If the Contractor being an individual, or a firm, or any partner thereof, shall at any time be adjudged insolvent or have a 'Receiving Order' or Order for administration of his/her Estate made against him/her, or take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force, or make any conveyance or assignment of his/her effects or composition or arrangement for the benefit of his/her creditor or purport to do so, or if any application be made under Insolvency Act for the time being in force for the sequestration of his/her Estate, or if a trust deed is executed by him/her for benefit of his/her creditors;
- (vi) If the Contractor being a Company pass a resolution or the court delivers an order of judgement that the Company shall be wound up, or if a receiver or a manager on behalf of a creditor be appointed, or if a circumstance arise which entitle the Court or the creditor to appoint a receiver or a manager or which entitle the court to issue a winding up order;
- (vii) If the Contractor shall suffer an execution order being levied on his/her goods and allows it to be continued for a period of 21 days;
- (viii) If the Contractor assigns without prior written approval of the Tender Accepting Authority, transfers, sublets (engagement of labour on piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire work or any portion

thereof without prior written approval of the Engineer-in-charge;

- (ix) AND THEREFORE, the Contractor has made himself/herself liable for action under any of the cases aforesaid, the Engineer-in-charge on behalf of the Government with the prior approval of Tender Accepting Authority, shall have the powers to adopt any of the following actions, as he/she may deem best suited to the interest of the Government: -
- (a) To determine the contract as aforesaid, of which rescission notice in writing and costs to be recovered for works since executed subject to a minimum of the amount of Earnest Money deposited by the Contractor under the hand of Engineer-in-charge, shall be the conclusive evidence. Upon such determination, the Earnest Money Deposit, Security Deposit already recovered for executed works and performance guarantee, if any under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government.
 - (b) After giving notice to the Contractor to measure up the work executed and to take such whole or the balance or part thereof, as shall be un-executed out of his/her hands, and to give it to another Contractor to complete the balance work. The Contractor, whose contract is determined or rescinded as above, shall not be allowed to participate in the tendering process for the balance work.
 - (c) To employ labour paid by the implementing Department, and to supply materials, to carry out the works or any part of the work, debarring the contractor and debiting the cost of labour and price of materials (of the amount of which cost and price determined by certificate of the Engineer-in-Charge shall be final and conclusive against the contractor) and crediting him/her with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the terms of his/her contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

Contractors remains liable to pay compensation if action not taken under Clause 3

In the event of above course being adopted by the Engineer-in-charge, the Contractor shall have no claim of compensation for any loss sustained by him/her by reason of his/her having purchased or procured any material or entered into any engagement or made any advances on any account or with a view to execute the work or the performance of the contract. In case, action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof actually performed under this contract, unless and until the Engineer-in-charge has certified in writing that the performance of such work and value payable in respect thereof, and he/she shall only be entitled to be paid the value so certified.

Clause 3A. In case, the work cannot be started due to reasons not within the control of the Contractor within 1/4th (one fourth) of the stipulated time for completion of the work or 45 days whichever is less, which is accepted as a valid & justified reason by the Tender Accepting Authority, either party viz. Contractor & the Engineer-in-Charge may close the contract with the approval of Tender Accepting Authority. In such an eventuality, the earnest money deposited and the security of the contractor shall be refunded, but no payment on account of interests, loss of profit or damages etc. shall be payable at all.

Clause 3B. In case a continuing work cannot be completed due to reasons beyond the control of the contractor, like Force Majeure enumerated later under Clause 5, the contract may be terminated as stated in Clause 3A above by the Engineer-in-Charge with the consent of the contractor and approval of the Tender Accepting Authority.

Power to take possession of or require removal of or sell Contractor's plant

Clause 4. In cases in which any of the powers conferred upon the Engineer-in-Charge under Clause 3 hereof shall have become exercisable and the same had not been previously exercised, non-exercising thereof shall not constitute as a waiver of any of the conditions hereto, and such powers shall, notwithstanding be exercisable in the event of any future case of default by the contractor, for which by any clause or clauses hereof, he/she is declared liable to pay compensation amounting to whole of his/her security deposit, and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force either of the powers under ix (a) or (c) vested with him/her under the preceding clause, he/she may if he/she so desires, take possession of all or any tools & plant, materials and stores, in or upon the work, or the site thereof, or belonging to the contractor, or procured by him/her and intended to be used for execution of the work, or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge whose certificate thereof, shall be final and binding. Otherwise, the Engineer-in-Charge may deliver notice in writing to the contractor or his/her clerk, foreman or other authorized agent, requiring him/her to remove such tools & plant, materials or stores from the premises within a time to be specified in such notice; and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sale them by public auction or private sale on account of the contractor and at his/her risk, in all respects, and the certificate of the Engineer-in-Charge as to the expense of any such removal, and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5. The time allowed for execution of a work as specified in the 'Schedule of Work' or in the extended time in accordance with the terms and conditions shall be the essence of the contract. Execution of work shall commence from such time period as mentioned in the said schedule, or from the date of handing over of the site to the contractor whichever is later. If the contractor commits default in commencing execution of the work as aforesaid within thirty days, without justifiable reasons included under Force Majeure or other such reasons beyond the control of the contractor, in which case to be reported within seven days by the contractor, considered valid and cogent by the Engineer-in-Charge, the Engineer-in-Charge shall after passing of thirty days from the date of scheduled commencement of work as per work order, with the prior approval of the Tender Accepting Authority, without prejudice to any other right to remedy available in law, be at liberty to apply clause 2 and subsequently clause 3 of the tender document.

5.1. As soon as possible after the contract is executed, signed and agreed, the contractor shall submit a 'Time and Progress Chart' for each broad activity (Milestone) and get it approved by the Engineer-in-Charge. The chart shall be prepared in direct relation to the time slated in the Notice Inviting Tender (NIT) document, for completion of items or group of items of the work. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work. This may be amended, as necessary, by an agreement between the Engineer-in-Charge and the contractor within the limitations of time imposed in the NIT document. Further, to ensure good progress during execution of work, the contractor shall in all cases, in which the time allowed for any work exceeds one month (save and except for special jobs for which a separate programme has been agreed upon) to complete the work as per defined 'Milestones' given in such 'Schedule of Work' defined clearly in the NIT itself into various 'Identifiable and quantifiable construction related stages' related with the type and nature of work, and that the 'total time allowed for completion of work' is to be broken up against achievement of those stages during the construction / progress of work to ensure a periodic monitoring of progress and enable the contractor and the Engineer-in-Charge to take corrective measures from time to time.

5.2. If the work(s) be delayed by:

Force majeure, due to war, internal emergency and other conditions such as abnormally bad

weather, flood, cyclone natural calamity or serious loss or damage by fire or civil commotion, strike or lockout affecting procurement of construction materials or any of the trades employed in the work, or any other cause which in the absolute discretion of the Engineer-in-Charge is beyond the contractor's control, then upon happening of any such event causing delay, the contractor shall immediately give notice in writing to the Engineer-in-Charge but shall nevertheless use constantly his/her best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

- 5.3. Request for rescheduling of 'Milestones' of various activities and extension of time, to be eligible for consideration, shall be made by the contractor in writing within fourteen days of the happening of the event causing delay in the prescribed form. The contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 5.4. If any such case the Engineer-in-Charge, with the approval of Tender Accepting Authority, may give a fair and reasonable extension of time and reschedule the activity wise 'Milestones' for completion of the work. Such extension shall be communicated to the contractor by the Engineer-in-Charge with the approval of Tender Accepting Authority in writing within maximum 1 (one) month of the date of receipt of such request.

Final Certificate

Clause 6. On completion of work, the contractor shall be furnished with a certificate by the Engineer-in-Charge of such completion, but no such certificate shall be given, nor shall the work be considered to be completed until and unless the contractor shall have removed from the work premises on which the work is executed, all scaffolding, surplus materials and rubbish, and cleaned off the dirt from wood works, doors, windows, floors, or other parts of any building, upon or about which the work is executed, or of which he may have had possession for the purpose of the execution thereof, nor until the work shall have been measured by the Engineer-in-charge whose measurements shall be binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and cleaning off dirt on or before the date fixed for completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, and dispose of the same as he/she thinks fit, and clean off such dirt as aforesaid; and the contractor shall forthwith be bound to pay the amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid, except for any sum actually realized by the sale thereof.

Payment on inter- mediate certificates to be regarded as advances

Clause 7. No running account bill payment shall be normally made for works less than 30 (Thirty) percent of Tendered Value or up to Rs 25.00 lakh, whichever is less, till after the whole of the work shall have been completed and certificate of completion given. For works of tendered value above Rs 25.00 lakh, for running account bill payment, the contractor shall on submitting a bill of at least Rs 25.00 lakh there for, be entitled to receive a payment proportionate to the part thereof, approved and passed by the Engineer-in-charge, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final measured bill payment only and not as payments for work actually done and completed, and shall not preclude the bad, unsound, and imperfect or unskillful work which is to be removed and taken away and reconstructed, or re-erected or to be considered as an admission of the due performance of the contract, or any part thereof, in any respect, or the accruing of any claim, nor shall it conclude, determine or affect in any way the powers of the Engineer-in-charge under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work, otherwise the Engineer-in-charge's certificate of the measurement and of the total amount payable for the work accordingly shall

be final and binding on all parties.

Bills to be submitted monthly

Clause 8. Works bill shall be submitted by the contractor each month, after fulfilling above clause, on or before the date fixed by the Engineer-in-charge, for all works executed during the previous month, and the Engineer-in-charge shall take or cause to take the requisite measurement for the purpose of having the same verified, and the claim as far as admissible adjusted, if possible, before the expiry of fourteen days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a Junior Engineer to measure up the said work in presence of the contractor, whose countersignature in the measurement book will be sufficient warrant; and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects.

Within 10 (Ten) days of completion of work, the contractor shall give notice of such completion to the Engineer-in-charge and within 14 (Fourteen) days of receipt of such notice, the Engineer-in-charge shall inspect the work, and if there is no defect in the work, he/she shall furnish to the contractor a final certificate of completion. Otherwise, a provisional certificate of physical completion indicating defects (a) to be rectified by the Contractor and/or (b) for which payment will be made at reduced rates, shall be issued. Such reduced rate is to be imposed with the approval of Superintending Engineer concerned.

Clause 8A. When annual repair and maintenance work is carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floors, windows shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters, or premises etc. where the work is done without waiting for the actual completion of all the other items of work in the contract. In case, the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other contractor. Before taking such action, the Engineer-in-Charge shall give ten days' notice in writing to the contractor.

Clause 8B. The Contractor shall submit completion Plan/Drawing as required in the 'General Specification' for Civil as well as Electrical Works as applicable within 30 days of completion of the work.

Payments of contractor's bills to Banks

Clause 9. The Contractor shall submit all bills in printed forms, as per format prescribed by Government of West Bengal, in the office of the Engineer-in-Charge, and the charges in the bills shall always be entered at the rates specified in tender or in case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at rates thereafter provided for such work.

Clause 9A. (1) Payments due to the contractor may, if so desired by him/her be made to his bank through e-Pradan, details of which has to be directly furnished to the Engineer- in-charge.

While the online receipt given by such Banks shall constitute a full and sufficient discharge/acquittance for the payment, the contractor should wherever possible present his/her bills duly receipted and discharged through his/her Banker/s.

(2) In the case of bills, which the contractor presents for payment direct, and which are not endorsed in favour of the Bank, while efforts will be made to secure payment to the financing Bank, payments made to the contractor should be accepted as full acquittance so far as the Government is concerned. As a part of the arrangement, the financing Bank should give the Government a letter to this effect.

Note 1. The procedure will not affect the usual rights of the Government to deduct from contractor's bill, (whether endorsed in favor of a Bank or not) any sum due to Government of account of penalties,

over-payments etc., on this or any other contract with the Governor of the State of West Bengal.

Note 2. Nothing contained herein shall operate to create in favour of the Bank any rights, claims or equities vis-à-vis the Governor.

Stores supplied by Government

Clause 10. If the specification or estimate of the work provides for use of any special description of material to be supplied by the Engineer-in-Charge, (such materials & stores and the prices to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so as in any way to control the meaning or effect of this contract specified in the schedule or 'Memorandum' hereto annexed), the contractor shall be supplied with such materials and stores as is required from time to time to be used by him/her for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or Memorandum may be set off or deducted from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit, or the proceeds of sale thereof; if the same is held in Government securities, the same or a sufficient portion thereof being in this case sold for the purpose. All materials supplied to the contractor shall remain the absolute property of Government, and shall not on any account be removed from the site of the work, and shall at all times be open for inspection by the Engineer-in-charge. Any such material unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to the Engineer-in-charge's store, if by a notice in writing under his/her hand, he/she shall so require; but the contractor shall not be entitled to return any such material unless with such consent, and shall have no claim for compensation on account of any such material so supplied to him/her as aforesaid being unused by him, or for any wastage or damage to any such material.

Work to be executed in accordance with specifications, drawings, orders, etc.

Clause 11. The Contractor shall execute the whole and every part of work in the most substantial and workman like manner, and both, as regards to materials and otherwise, in every respect, in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design and drawings, and instructions in writing relating to the work signed by the Engineer-in-Charge and lodged in his/her office, to which the contractor shall be entitled to have access at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he/she so require, be entitled at his/her own expense to make or cause to be made copies of the specifications, and of all such design, drawings and instructions as aforesaid.

Alteration in specification and designs do not invalidate contract

Rates for works not in tender BOQ/SoR

Clause 12. The Engineer-in-Charge shall have powers to make any alteration in, omission from, addition to, or substitution for, the original specifications, drawings, designs and instructions, that may appear to him/her to be necessary or recommended by Superintending Engineer or the Chief Engineer during the progress of work, and the contractor shall be at all times be bound to carry out these works, in accordance to any instructions which may be given to him/her in writing, signed by the Engineer-in-charge, and such alterations, omissions, additions or substitutions, shall not invalidate the contract but shall be deemed to have formed a part of the work included in the original tender and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as a part of the work shall be carried out by the contractor on the same conditions in all respects on which he/she agreed to do the main work, and at the same rates, if any, may be specified in the tender for the main work. Time for the completion of the work shall be extended in the proportion that the altered, additional, or substituted work bears to the original work contract, and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And, if the altered, additional or substituted work includes any class of work, for which no rate is specified in the contract, then such class of work shall be carried out at the rates entered in the schedule of rates of concerned Works

Department applicable in the district, which was in force at the time of acceptance of the contract, minus/plus the percentage which the total tendered amount bears to the estimated cost of the entire work put to tender; and if the altered, additional or substituted work is not entered in the said schedule of rates, payment thereof shall be made by the Engineer-in-charge by determining the rates on analysis worked out from (a) the basic rates of materials and labour provided in the aforesaid schedule of rates, or (b) the current market rates of materials and labour when even basic rates for the work are not available in the schedule. In cases when such rates are determined on analysis by the Engineer-in-charge under (a) above, the stipulated percentage above or below schedule of rates as provided in the contract shall also apply, and in case of rates worked out on analysis under (b) above, payment shall be made at the rates so determined without application of the said stipulated percentage. In the event of any dispute regarding rates determined on analysis for any altered, additional, or substituted work under this clause, the decision of the Superintending Engineer shall be final and binding.

No compensation for alternation in or restriction of work to be carried out.

Clause 13. If at any time after the commencement of the work the Governor shall for any reason whatsoever not require the whole thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of the work in full, but which he/she did not derive in consequence of the full amount of the work not having been carried out; neither shall he/she have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

Action and compensation payable in case of bad work

Clause 14. If it shall appear to the Engineer-in-charge or his/her subordinate engineer in-charge of the work, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor, for the execution of the work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-charge specifying the work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require, or as the case may be remove the materials or articles so specified and provide other proper and suitable materials or articles at his/her own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his/her demand aforesaid, then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate put to tender / on up to date executed work value for every day not exceeding ten days, while his/ her failure to do so shall continue and in the case of any such failure, the Engineer-in-charge may rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contractor.

Work to be open to inspection

Contractor or his/her responsible agent to be present

Clause 15. All work under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-Charge and all his/her subordinates and also higher Officers/Authority of the Government and the contractor shall at all times during the normal working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his/her subordinates to visit the work site shall have been given to the contractor, either himself/herself be present to receive orders and instructions, or have a responsible agent duly accredited

in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if it had been given to the contractor himself/herself.

Notice to be given before work is covered up

Clause 16. The Contractor shall give, not less than five days' notice in writing to the Engineer-in-charge or his/her subordinate in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work, in order that the same is so covered up or placed beyond the reach of measurement, and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his/her subordinate, in-charge of the work; and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or, in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Contractor liable for damage done and for imperfections for 180 days after certificate

Clause 17. If the Contractor or his/her workers or authorized representatives shall break, deface, injure or destroy any part of the structure in which they may be working or any building, road, road curbs, fence, canals, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatever or any imperfections become apparent in it at any time, whether during its execution or within a period of six months after issuance of a certificate of its completion by the Engineer-in-Charge, the contractor shall make the same good at his/her own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workers, and deduct the expenses (of which the certificate of the Engineer-in-Charge shall be final and binding) from any sums, whether under the contract or otherwise, that may be then, or at any time thereafter become due to the contractor by the Government or from his/her security deposit, or the proceeds of sale thereof, or of a sufficient portion thereof, and if the cost in the opinion of the Engineer-in-Charge whose opinion shall be final and conclusive against the contractor, making such damage or imperfections good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess costs from the contractor in accordance with the procedure prescribed by any law for the time being in force.

Clause 17A. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing, assisting in the joint measurement or examination at any time and from time to time of the work or materials. Failing his/her so doing the same may be provided by the Engineer-in-Charge at the expense of the Contractor and the expenses may be deducted from any money due to the contractor under the contract or from his/her Security Deposit or the proceeds of sales thereof or of a sufficient portion thereof. The Contractor shall also provide all necessary fencing / barricading / providing caution boards etc. and light required to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage and costs which may be awarded in such suit, actions or proceedings to any such persons or which may with the consent of the Contractor be paid to compromise any claim by any such persons.

Clause 18A. In every case in which by virtue of the provisions under sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, the implementing Department is obliged to pay compensation to a workman employed by the contractor, in execution of the works. The implementing Department will recover from the Contractor the amount of compensation so paid; and without prejudice to the rights of the Department under sub- section (2) of section 12, of the said Act, implementing Department shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by implementing Department to the Contractor whether under this contract or

otherwise. The implementing Department shall not be bound to contest any claim made against it under sub-section (1) Section 12, of the said Act, except on the written request of the contractor and upon his/her giving to the implementing Department full security for all costs for which the Department might become liable in consequence of contesting such claims.

Clause 18B. In every case in which by virtue of the provisions under ‘The Contract Labour (Regulation & Abolition) Act 1970’, and its amendments and rules, the implementing Department is obliged to pay amount of wages to a workman employed by the Contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, executing Department will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the executing Department under sub- section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, executing Department shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Executing Department to the Contractor whether under this contract or otherwise and the executing Department shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of section 21, of the said Act, except on the written request of the Contractor and upon his/her giving to the implementing Department full security for all costs for which the Department might become liable in contesting such claim.

Labour

Payment of minimum Wages to Labour

Clause 19. The Contractor shall obtain a valid license under the Contract Labour (Regulation and Abolition) Act, 1970, before the commencement of the work, and continue to have valid licenses until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986, Fatal Accident Act, 1855, Personal Injuries (Compensation Insurance) Act, 1970.

The Contractor shall also comply with the provisions of the ‘Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996’ and ‘The Building and Other Construction Workers Welfare Cess Act, 1996’. Failure to fulfill these requirements shall attract penal provisions of the contract, arising out of the resultant non-implementation of such provisions.

Clause 19A. No labour/s below the age of eighteen years shall be employed in the work and the contractor shall abide by the provisions of the Child Labour (Prohibition & Regulation) Act, 1986. Employment of female labour/s in works in the neighborhoods of sensitive barracks should be avoided as far as possible.

Clause 19B. The Contractor shall pay to labours employed by him/her either directly or through Sub-Contractors, wages not less than fair wages as defined by the Labour Commissioner of the State Government under ‘Minimum Wages Act, 1948’, Contractor’s Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, wherever applicable.

The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him/her.

In respect of all labourers directly or indirectly employed in the works for performance of the Contractor’s part of the contract, the contractor shall comply with or cause to be complied with the contractor’s Labour Regulations made by the State Government/ Government of India, from time to time in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid and deductions made without authority, maintenance of wage books or wage slips, publication of scale of wage and other terms of employment, inspection and submission of periodical returns and all other matters likewise in nature or as per the provisions of the Contract Labour (Regulation and Abolition)

Act, 1970, and the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, Minimum Wages Act, 1948, wherever applicable.

- a) The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his/her/their wages which are not justified by their terms of the contract or non-observance of the regulations.
- b) Under the provision of Weekly Holidays Act, 1986, the contractor is bound to allow to the labours, directly or indirectly employed in the work, one day rest for 6 days of continuous work, and pay wages at the same rate as for duty. In the event of default, the Engineer-in-charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labour and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in-charge concerned.

The contractor shall also comply with the provisions of the 'Employees Liability Act, 2008', Workmen's Compensation Act and 'Maternity Benefits Act' or the amendments thereof or any other law relating thereto, and the rules made there under from time to time.

The Contractor shall indemnify and keep indemnified the implementing Department against payments to be made under and for the observance of the laws aforesaid and PW Contractor's Labour Regulations without prejudice to this right to claim indemnity from his/her sub-contractors.

The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.

Whatever is the minimum wage for the time being, or if the wage payable is higher than minimum wage, such wage shall be paid by the contractor to the workers directly without the intervention of any Dafadar, and that Dafadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workers as and by way of commission or otherwise.

The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Dafadar from the wage of workers.

Clause 19C. In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his/her own expenses, arrange for the safety provisions as framed from time to time by the competent authority, and shall at his/her own expense provide all facilities in connection therewith. In case the contractor fails to make arrangement, and fail to provide necessary facilities as aforesaid, he/she shall be liable to pay a penalty of Rs. 2000/- for each default, and in addition the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in their behalf, from the contractor.

Clause 19D. For the works above Rs. 2.0 crore, the Contractor shall submit by the 4th and 19th of every month to the Engineer-in-charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively-

The number of labourers employed by him/her on the work, their working hours, and the wages paid to them;

Accidents that had occurred during the said fortnight showing the circumstances under which it had happened, and the extent of damage and injury caused by them, and the number of female workers who have been allowed maternity benefits according to Clause 19F of the contract and the amount paid to them;

Failing which the contractor shall be liable to pay to the Department, a sum not exceeding Rs. 2000/-

for each default or materially incorrect statement. The decision of the Engineer-in-charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and would be binding on the contractor.

Clause 19E. In respect of all labours directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be compiled with all the rules framed by the Government from time to time for the protection of health and sanitary arrangements of workers employed by the contractor.

Clause 19F. In the event of the contractor(s) committing a default or breach of any of the provisions of the Contractor's Labour Regulations and Rules for the protection of health and sanitary arrangement for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and Rules which is materially incorrect, he/she shall, without prejudice to any other liability, pay to the Department a sum not exceeding Rs. 2000/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the contractors defaulting continuously in this respect, the penalty may be enhanced to Rs. 200/- per day for each day of default subject to a maximum of five per cent of the tendered value. The decision of the Engineer-in-charge shall be final and binding on the parties.

Should it appear to the Engineer-in-charge that the contractor(s) is/are not properly observing and complying to the provisions of the Contractor's Labour Regulations and Rules, The Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act 1970, for the protection of health and sanitary arrangements for work-people employed by the contractor(s) (hereinafter referred as 'the said Rules') the Engineer-in-charge shall have the power to give notice in writing to the contractor(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the contractor(s) shall fail within the period specified in the notice to comply with and/or observe the said Rules and to provide the amenities to the work-people as aforesaid, the Engineer-in-charge shall have the power to provide the amenities herein before mentioned at the cost of the contractor(s). The contractor(s) shall erect, make and maintain at his/her own expense and to approved standards all necessary hutments and sanitary arrangements required for his/her/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Engineer-in-charge shall have power to give notice in writing to the contractor(s) requiring that the said hutments and sanitary arrangements be remodeled and/or reconstruct such hutments and sanitary arrangements according to approved standards, and if the contractor(s) shall fail to remodel or reconstruct such hutments and sanitary arrangements according to approved standards within the period specified in the notice, the Engineer-in-charge shall have the power to remodel or reconstruct such hutments and sanitary arrangements according to approved standards at the cost of the contractor(s).

Clause 19G. The contractor shall comply with all the provisions of The Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Employees Liability Act, Industrial Dispute Act and Maternity Benefit Act, 1961, as amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force by the appropriate authority from time to time.

Clause 19H. The Engineer-in-charge may require the contractor to remove from the site of work, any person or persons engaged/assigned or employed by the contractors upon the work who may be determined as insane or incompetent or misconducts himself/herself, and the contractor shall forthwith comply with such requirements.

Clause 19I. It shall be the responsibility of the contractor to see that the building/ structure under construction is not occupied by anybody unauthorized during construction, and is handed over to the Engineer-in-charge with vacant possession free from encumbrances in entirety, if such buildings/structures through completed is occupied illegally, then the Engineer-in-Charge shall have the option to refuse to accept the said building/structure in that position. Any delay in acceptance on

this account will be treated as the delay in completion and for such delay a levy up to 5% of tendered value of work may be imposed by the Engineer-in-charge whose decision shall be final both with regard to the justification and quantum and shall be binding on the contractor.

However, the Engineer-in-charge, through a notice, may require the contractor to remove the illegal occupations, any time on or before construction and delivery.

Work on Sundays

Clause 20. No work shall be done on Sundays without the prior sanction of the Engineer-in-charge.

Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting, bribing, or if contractor becomes insolvent

Clause 21. The contract shall not be assigned or sublet without specific orders from Government in respect of a specified sub-contractor. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any insolvency proceedings or make any composition with his creditor, or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised, or offered by the contractor, or any of his servants or agents to any public officer or person in the employ of Government in any way relating to his office of employment, or if any such officer or person shall become in any way directly or indirectly interested in the contract, the Divisional Officer may thereupon by notice in writing rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of Government and the same consequences shall ensue as if the contract had been rescinded under the Clause 3 hereof, and in addition the contractor shall not be entitled to recover or be paid for any work there for actually performed under the contract.

Sum payable as compensation to be considered as reasonable without reference to actual loss

Clause 22. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Government without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Changes in constitution of firm

Clause 23. Where the contractor is a partnership firm or a consortium, prior approval in writing of the Engineer-in-Charge shall be obtained for any change made in the constitution of the firm/consortium. Where the contractor is an individual or a Hindu Undivided Family (HUF) business concern, such approval as aforesaid shall likewise be obtained, before the contractor enters into any partnership agreement/ Memorandum of Articles whereunder the partnership firm/consortium would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract is liable to be rescinded.

Works to be under direction of Engineer-in- Charge

Clause 24. All works to be executed under the contract shall be executed under the direction of Engineer-in-Charge. Further instructions/advice, if felt necessary by Superintending Engineer/ Chief Engineer, shall also be binding to be communicated by the Engineer-in-Charge.

Settlement of disputes - Dispute Redressal Committee'

Clause 25. Settlement of Disputes and Arbitration:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of

workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he/she shall promptly within 15 days request the Chairman of the Departmental Dispute Redressal Committee, in writing, for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instruction or decision within a period of three months from the date of receipt of the Contractor's letter.

The Dispute Redressal Committee in each of the Works Departments shall be constituted with the following officials as Members:

(1)	Secretary/Engineer-in-Chief of the Department concerned	Chairman
(2)	Joint Secretary/Deputy Secretary/any Officer of equivalent rank of the Department	Member
(3)	One Designated Chief Engineer/Engineer of the Department to be nominated by the Department concerned	Member Secretary and Convenor
(4)	One representative of Finance Department of the Government not below the rank of Joint Secretary or Financial Advisor in case of the Works Department where FA system has been introduced	Member

This provision will be applicable irrespective of the value of the works to which the dispute may relate.

If the parties fail to arrive at any conclusion, in that situation the legal steps in accordance of the Law of the Land/India may be taken and courts at Kolkata shall have exclusive jurisdiction to adjudicate the disputes or if both the parties agreed to do so, it may be referred to Arbitration. If both the parties do not agree to refer to Arbitration, or if the dispute cannot be amicably settled, then legal steps in accordance with the laws of India may be taken and courts at Kolkata shall have exclusive jurisdiction to adjudicate the disputes.

Clause 26. The contractor shall fully indemnify and keep indemnified the implementing Department against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against implementing Department in respect of any such matter as aforesaid, the contractor shall be immediately notified thereof by the implementing Department and the contractor shall be at liberty, at his/ her own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify the implementing Department if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in his behalf.

Lump sum as in estimates

Clause 27. When the estimate on which the tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge, capable of measurement, certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Action where no specification

Clause 28. In the case of any class of work for which there is no such specifications as referred to under Clause 11, such work shall be carried out in accordance with the latest Bureau of Indian Standards (BIS) specifications. In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per reputed manufacturer's specifications if accepted by the Engineer-in-Charge. If not available, then as per State Government/Union Government accepted and approved specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-Charge which is approved by the Tender Accepting Authority.

Definition of works

Clause 29. The expression "works" or "work" where used in these conditions shall, unless there be something either in the subject or context repugnant to such construction, be constructed and taken to mean the works by or by virtue of the contract constructed to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

Clause 30. The Contractor(s) shall at his/their own cost provide his/their labour with hutting on an approved site, and shall make arrangements for conservancy and sanitation in the labour camp to the satisfaction of the local Public Health and Medical Authorities. He/they shall also at his/their own cost make arrangements for the laying of pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees, charges and expenses in connection with there and incidental thereto.

Clause 31. The contractor(s) shall make his/their own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following conditions: -

- (i) That the water used by the contractor(s) shall be fit for construction purposes to the satisfaction of the Engineer-in-charge;
- (ii) The Engineer-in-Charge shall make alternative arrangements for supply of water at the risk and cost of contractor(s) if the arrangements made by the contractor(s) for procurement of water are, in the opinion of the Engineer-in-Charge, unsatisfactory.

Clause 32. The contractor undertakes to make arrangement for the supervision of the work by the firm supplying the construction materials. The Contractor shall collect the total quantity of materials as per approved programme required for the work as per approved programme, before the work is started and shall hypothecate it to the Engineer-in-Charge. If any material remains unused on completion of the work on account of lesser use of materials in actual execution for reasons other than authorized changes of specifications and abandonment of portion of work, a corresponding deduction equivalent to the cost of unused materials as determined by the Engineer-in-Charge shall be made and the material returned to the contractor. Although the materials are hypothecated to Institute, the contractor undertakes the responsibility for their proper watch, safe custody and protection against all risks. The materials shall not be removed from site of work without the consent of the Engineer-in-Charge in writing.

The contractor shall be responsible for rectifying defects noticed within Defect Liability Period from the date of completion of the work and the portion of the security deposit relating to work shall be refunded after the expiry of Defect Liability Period.

Contractors Superintendence, Supervision, Technical Staff & Employees

Clause 33. The contractor shall provide all necessary superintendence during execution of the

work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contract.

The contractor shall immediately after receiving letter of acceptance of the tender and before commencement of the work, intimate in writing to the Engineer-in-Charge, the name(s), qualifications, experience, age, address(es) and other particulars along with certificates, of the principal technical representative to be in charge of the work and other technical representative(s) who will be supervising the work. The Engineer-in-Charge shall within 3 days of receipt of such communication intimate in writing his/her approval or otherwise of such representative(s) to the contractor. Any such approval may at any time be withdrawn and in case of such withdrawal, the contractor shall appoint another such representative according to the provisions of this clause. Decision of the tender accepting authority shall be final and binding on the contractor in this respect. Such a principal technical representative shall be appointed by the contractor soon after receipt of the approval from the Engineer-in-Charge and shall be available at site before start of work.

If the contractor (or any partner in case of firm/company) himself/herself has such qualifications, it will not be necessary for the said contractor to appoint such a principal technical representative but the contractor shall designate and appoint a responsible agent to represent him and to be present at the work whenever the contractor is not in a position to be so present. All the provisions applicable to the principal technical representative under the clause will also be applicable in such a case to the contractor or his responsible agent. The principal technical representative and/or the contractor shall on receiving reasonable notice from the Engineer-in-Charge or his designated representative(s) in charge of the work in writing or in person or otherwise, present himself/herself to the Engineer-in-Charge and/or at the site of work, as required, to take instructions. Instructions given to the principal technical representative or the responsible agent shall be deemed to have the same force as if these have been given to the contractor. The principal technical representative and/or the contractor or his/her responsible authorized agent shall be actually available at site especially during important stages of execution of work, during recording of measurement of works and whenever so required by the Engineer-in-Charge by a notice as aforesaid and shall also note down instructions conveyed by the Engineer-in-Charge or his/her designated representative in the site order book and shall affix his signature in token of noting down the instructions and in token of acceptance of measurements.

If the Engineer-in-Charge, whose decision in this respect is final and binding on the contractor, is convinced that no such technical representative(s) is/are effectively appointed or is/are effectively attending or fulfilling the provision of this clause, a recovery (non-refundable) shall be effected from the contractor as specified in Schedule and the decision of the Engineer-in-Charge as recorded in the site order book and measurement recorded checked / test checked in Measurement Books shall be final and binding on the contractor. Further if the contractor fails to appoint a suitable technical representative and/or other technical representative(s) and if such appointed persons are not effectively present or are absent by more than two days without duly approved substitute or do not discharge their responsibilities satisfactorily, the Engineer-in-Charge shall have full powers to suspend the execution of the work until such date as suitable other technical representative(s) is/are appointed and the contractor shall be held responsible for the delay so caused to the work. The contractor shall submit a certificate of employment of the technical representative(s) along with every running account bill / final bill and shall produce evidence if at any time so required by the Engineer-in-Charge.

The contractor shall provide and employ on the site only such technical assistants as are skilled and experienced in their respective fields and such foremen and supervisory staff as are competent to give proper supervision to the work.

The contractor shall provide and employ skilled, semi-skilled and unskilled labour as is necessary for proper and timely execution of the work.

The Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any person who, in his opinion, misconducts himself, or is incompetent or negligent in the

performance of his duties or whose employment is otherwise considered by the Engineer-in-Charge to be undesirable. Such person shall not be employed again at works site without the written permission of the Engineer-in-Charge and the persons so removed shall be replaced as soon as possible by competent substitutes.

Clause 34. "Levy / Taxes Payable by Contractor"

- (i) GST, Building and other Construction Workers' Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the Contractor and Engineer-in- Charge shall not entertain any claim whatsoever in this respect.
- (ii) The contractor shall deposit Government Royalty and obtain necessary permit for supply of the sand, stone chips, red bajri, sand stone, river bed materials etc. from local authorities, if those are directly procured from quarry sites.

In case materials are procured from secondary sources, certificates of quarry owners to the effect of payment of royalties and Cess would have to be furnished. In absence of such certificates towards payment of Royalties and Cess such components shall be deducted from the contractor's bills at prescribed rates and deposited through 'GRIPS' portal or otherwise, in the designated Government Treasuries/PAO.

If pursuant to or under any law, notification or order, any Royalty, Cess or the like becomes payable by the implementing Department and does not at any time become payable by the contractor to the State Government/Local appropriate authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Department and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

Clause 35.

- (i) All tendered rates shall be inclusive of statutory taxes and levies payable under respective statutes. However, if any further tax or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid. Provided such payments, if any, is not, in the opinion of the Engineer-in-charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Department and/or the Engineer-in-Charge and further shall furnish such other information/document as the Engineer-in- Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-Charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

Clause 36. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Engineer-in-charge shall have the option of terminating the contract without compensation to the contractor, but would be liable to clear full dues and claims on work done to his/her legal successor/s.

Clause 37. The contractor shall not be permitted to tender for works in which his near relative is posted as in any capacity between the grades of the Executive Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him/her in any capacity

or are subsequently employed by him/her and who are near relatives to any Official in the Institute. Any breach of this condition by the contractor would render him/her liable to be removed from the approved list of contractors of the Department. If however the contractor is registered in any other Department, he/she shall be debarred from tendering in the Department for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, own parents and grandparents, own children and grandchildren, own brothers and sisters, own uncles, aunts and first cousins and their corresponding in-laws.

Clause 38. No engineer of Gazetted Rank or other Gazetted Officer employed in engineering or administrative duties in the Government shall work as a contractor or employee of a contractor for a period of one year after his/her retirement from Government service without the previous permission of Government in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Clause 39. The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the risk of the contractor until the work has been delivered to the Engineer-in-Charge and a certificate from him/her to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, the contractor shall when ordered (in writing) by the Engineer-in-Charge to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Engineer-in-Charge, such payments being in addition to compensation up to the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed by the Engineer-in-Charge concerned. The contractor shall be paid for the damages/destruction suffered and for the restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the contract. The certificate of the Engineer-in-Charge regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the contractor had taken all such precautions against air raid as are deemed necessary by the Air Force Officers or the Engineer-in-Charge (b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of the contractor having to carry out reconstruction as aforesaid, he/she shall be allowed such extension of time for its completion as is considered reasonable by the Engineer-in-charge.

Clause 40. The contractor shall comply with the provisions of the Apprentices Act, 1961 and the Apprenticeship Rules, 1992 and orders issued thereunder from time to time. If he/she fails to do so, his/her failure will be a breach of the contract and the Engineer-in-Charge may, in his/her discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him/her of the provisions of the said Act.

Clause 41. Procedure for Suspension and Debarment of Supplier, Contractors and Consultants

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in Government procurement for offences or violations

committed during competitive bidding and contract implementation, for the works under different Departments of Government of West Bengal.

Grounds for Suspension and Debarment: -

- (1) Submission of eligibility requirements containing false information or falsified documents.
- (2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
- (3) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.
- (4) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency/Joint Venture/Consortium/Corporation participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder) unduly influencing the outcome of the bidding in his favour.
- (5) Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.
- (6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.
- (7) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
- (8) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.
- (9) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.
- (10) Failure in deployment of Technical Personnel, Engineers and/or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.
- (11) Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause.
- (12) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.
- (13) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by the Administrative Department, Government of West Bengal for procurement) or its representative(s) pursuant to the implementation of the Contract.
- (14) For the procurement of Consultancy Service/Contracts, poor performance by the Consultant of his services arising from his fault or negligence. Any of the following acts by the Consultant shall be construed as poor performance.
 - (i) Non deployment of competent technical personnel, competent Engineers and/or work supervisors;
 - (ii) Non-deployment of committed equipment, facilities, support staff and manpower;
 - (iii) Defective design resulting in substantial corrective works in design and/or construction;

- (iv) Failure to deliver critical outputs due to consultant's fault or negligence;
 - (v) Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost;
 - (vi) Allowing defective workmanship or works by the Contractor being supervised by the Consultant.
- (15) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.
- (16) Willful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.

CATEGORY OF OFFENCE: -

- (A) First degree of offence: 1 to 16 of the above Clause-41 to be considered as First degree of offence.
- (B) Second degree of offence: Any one of the offences as mentioned under 'A' above, committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

PENALTY FOR OFFENCE: -

- (I) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 2 (two) years.
- (II) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 3 (three) years.

PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS

(1) Initiation of Action, Notification and Hearings:

Any Bidder or procurement authority on his own or based on any other information made available to him may invite the process of suspension/debarment proceedings by filing a written application with the Bid Evaluation Committee and such filing of written application has to be done within forty-eight hours from the date and time of publication of the result of technical evaluation of any bid.

- (a) Upon verification of the existence of grounds for suspension/debarment, the Chairperson of Bid Evaluation Committee shall immediately notify the bidder concerned either electronically through his registered e-mail or in writing to his postal address, advising him that:
 - i) A complaint has been filed against him and prima facie material has been found,

which may lead to suspension/debarment.

- ii) He has been recommended to be placed under suspension/debarment by the suspension committee (as constituted by the respective Administrative Department) stating the ground for such.
- iii) The said bidder, within three days from the date of issue of such notification by the Bid Evaluation Committee, may approach the Chairperson of Suspension Committee by submitting all required documents in his favour for hearing. Any application made thereafter would not be entertained.

Such notice should contain the e-mail id and the postal address of the Chairperson of the Suspension Committee.

- (b) After receiving the recommendation for suspension from Bid Evaluation Committee, Suspension Committee shall issue a notice to the alleged bidder electronically through his registered e-mail id, to submit all relevant documents in support of his defense within three working days after issuance of the notice of the Suspension Committee. The Suspension Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or if after hearing sufficient ground for suspension is found, the Suspension Committee, will suspend the alleged bidder from participating in the procurement process under the Administrative Department for a period of six months from the date of issuance of suspension order. The Chairperson of the

Suspension Committee shall issue the suspension order within seven days from the last date of hearing and shall notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address. The Chairperson of Suspension Committee shall also inform the decision to all concerned.

If sufficient reason for suspension is not found, the Suspension Committee would reject the recommendation of Bid Evaluation Committee and would allow the bidder to take part in the tendering process.

If the bidder is suspended, the Suspension Committee would recommend debarment of the bidder and forward the case with all documents to the Debarment Committee for further action.

- (c) The Debarment Committee upon receipt of the recommendation of the Suspension Committee shall scrutinize the documents. The Debarment Committee will hold a hearing of the alleged bidder and issue necessary order within ten working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for orders of Debarment. The Department in due course will issue Debarment Order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement of all projects under the Administrative Department for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Suspension Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE: -

- (A) Upon termination of contract due to default of the Bidder, the Engineer-in-Charge shall recommend for debarment to the Bid Evaluation Committee. The Bid Evaluation Committee shall submit his recommendation of debarment of the alleged Bidder along with a detailed

report stating clearly the reasons for debarment to the Debarment Committee within 30 (thirty) days from the date of termination of contract. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. The Chairperson of Bid Evaluation Committee shall also inform the decision to all concerned.

- (B) The Debarment Committee upon receipt of the recommendation of Bid Evaluation Committee shall scrutinize the documents. The Debarment Committee will hold a hearing about the matter from the Bidder and issue necessary order within 10 (ten) working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for the order of debarment. The Department in due course will issue debarment order disqualifying/prohibiting the erring Bidder from participating in the bidding/procurement of all projects under the Administrative Department, Government of West Bengal for a specified period. The alleged Bidder shall be intimated accordingly either electronically to his registered e- mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Bid Evaluation Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

STATUS OF SUSPENDED / DEBARRED BIDDER: -

- (a) Bidder placed under Suspension/Debarment by the competent authority will not be allowed to participate in any procurement process under the Administrative Department within the period of suspension/debarment. The earnest money of the suspended Bidder shall stand forfeited to the Government.
- (b) If the Suspension/Debarment Order is issued prior to the date of issue of “Letter of Acceptance”, “Letter of Acceptance cum Work Order”, “Work Order”, “Notice to Proceed”, “Award of Contract” etc. for any Bid, the Suspended/Debarred Bidder shall not be qualified for Award for the said Bid and such Procurement Process will be dealt with as per existing norms by simply excluding the erring Bidder.
- (c) If the Suspension/Debarment Order is issued after award of a Government Project/Contract to the Debarred Bidder, the awarded Project/Contract shall not be prejudiced by the said Order provided that the said offence(s) committed by the Debarred Bidder is not connected with the awarded project/contract.

Clause 42. Executive Engineer of the concerned Division will be the Engineer-in-Charge in respect of the Tender contract and all correspondences concerning rates, claims, change

in specifications and/or design and similar important matters will be valid only if accepted/recommended by the Engineer-in-Charge. If any correspondence of above tender is made with Officers other than the Engineer-in-charge for speedy execution of works, the same will not be valid unless copies are sent to the Engineer-in-Charge and also approved by him. Instructions given by the Assistant Engineer and the Junior Engineer on behalf of the Engineer-in-Charge (who have been authorized to carry out the work on behalf of the Engineer-in-Charge) regarding specification, supervision, approval of materials and workmanship shall also be valid. In case of dispute relating to specification and work, the decision of Engineer-in-Charge shall be final and binding. The Engineer-in-Charge will however invariably take decisions relating to tender contract or as mentioned in the relevant rules and clauses of the contract document with the approval of the Tender Accepting Authority.

Clause 43. Acceptance of the Tender will rest with the Tender Accepting Authority without assigning reason thereof to the bidder. The accepting authority reserves the right to reject any or all of the tenders without assigning any reason thereof to the bidder/contractor.

Clause 44. In the event of acceptance of Lowest Rate, no multiple Lowest Rates will be considered

for acceptance by the Department. In such cases, the Tender will be cancelled.

Clause 45. In the event of conflicting different clauses, the clauses in the e-NIT will prevail.

Clause 46. Engineer-in-Charge shall not entertain any claim whatsoever from the Contractor for payment of compensation on account of idle labour on such grounds including non-possession of encumbrance free land.

Clause 47. Engineer-in-Charge shall not be held liable for any compensation due to machines becoming idle or any circumstances including untimely rains, other natural calamities, like strikes etc.

Clause 48. Imposition of any Duty/Tax/Octroi/Royalty etc. whatsoever of its nature (after work order / commencement and before final completion of the work) is to be borne by the contractor/bidder. Original challan of those materials, which are procured by the bidder, may be asked to be submitted for verification.

Clause 49. Cess @ 1% or as amended time to time of the cost of construction works shall be deducted from the Gross value of all Works Bill in terms of Finance Department order. Also it is instructed to register his/her establishment under the Act, with the competent registering Authority, i.e. Assistant Labour Commissioner / Deputy Labour Commissioner of the region.

Clause 50. No Mobilization/Secured Advance will be allowed unless specified otherwise in the contract.

Clause 51. Valid PAN issued by the Income Tax Department, Government of India, valid 15 digit Goods and Services Tax Payer Identification Number (GSTIN) under GST Act 2017, Cess, Royalty of Sand, Stone Chips, Stone Metal Gravel, Boulders, Forest product etc., Toll Tax, Income Tax, Ferry Charges and other Local Taxes, if any, are to be paid by the Contractor/Bidder. No extra payment will be made as a reimbursement or as compensation for these. The rates of supply and finished work items are inclusive of these taxes and charges.

Clause 52. All working Tools & Plants, Scaffolding, Construction of Vats & Platforms and arrangement of Labour Camps will have to be arranged by the Contractor at his/her own cost.

Clause 53. The Contractor shall supply Mazdoors, Bamboos, Ropes, Pegs, Flags etc. for laying out the work and for taking and checking measurements for which no extra payment will be made.

Clause 54. The Contractor/Bidder should see the site of works and Tender Documents, Drawings etc. before submitting e-Tender and satisfy himself/herself regarding the condition and nature of works and ascertain difficulties that might be encountered in executing the work, carrying materials to the site of work, availability of drinking water and other human requirements & security etc. Work on river banks may be interrupted due to a number of unforeseen reasons e.g. sudden rises in water levels, inundation during flood, inaccessibility of working site for carriage of materials. Engineer-in Charge may order the contractor to suspend work that may be subjected to damage by climate conditions. No claim will be entertained on this account. There may be variation in alignment, height of embankment or depth of cutting, location of revetment, structures etc. due to change of topography, river condition and local requirements etc. between the preparation and execution of the scheme for which the tendered rate and contract will not stand invalid. The Contractor will not be entitled to any claim or extra rate on any of these accounts.

Clause 55. A machine page numbered Site Order Book (with triplicate copy) will have to be maintained at site by the Contractor and the same has got to be issued from the Engineer-in-Charge before commencement of work. Instructions given by inspecting officers not below the rank of Assistant Engineer will be recorded in this book and the contractor must note down the action to be taken by him in this connection as quickly as possible.

Clause 56. The work will have to be completed within the time mentioned in the e-NIT. A suitable Work Programme based on time allowed for completion of work as per e-NIT is to be submitted by the contractor within 7 (seven) days from the date of receipt of work order which should satisfy the time limit of completion. The contractor should inform in writing, within 7 (seven) days from the date of receipt of work order, the names of his authorized representatives who are to remain present at site daily during work execution who will receive instructions of the work, sign measurement book, bills and other Government papers etc.

Clause 57. No compensation for idle labour, establishment charge or on other reasons such as variation of price indices etc. will be entertained.

Clause 58. All possible precautions should be taken for the safety of the people and work force deployed at worksite as per safety rule in force. Contractor will remain responsible for his labour in respect of his liabilities under the Workmen's Compensation Act etc. He must deal with such cases as promptly as possible. Proper road signs as per PWD practice or any other sign board for safety purpose as per requirement by the concerned Administrative Department will have to be erected by the Contractor at his own cost while operating in public thoroughfares.

Clause 59. The Contractor will have to maintain qualified technical employees and/or Apprentices at site as per prevailing Apprentice Act or as stipulated in the contract.

Clause 60. The Contractor will have to accept the Work Programme as per modifications and priority of work fixed by the Engineer-in-Charge so that most vulnerable reach and/or vulnerable items are completed before impending monsoon or rise in river flood water level or for other suitable reasons.

Clause 61. Quantities of different items of work mentioned in the tender schedule or in work order are only tentative. In actual work, these may vary considerably. Payment will be made on the basis of works actually done in different items and no claim will be entertained for reduction of quantities in some items or for omission of some items. For execution of quantitative excess in any item or supplementary new items of work as decided by the Department, approval of the Superintending Engineer / Chief Engineer / Government would be required, depending on whosoever be the Tender Accepting Authority, before making such payment.

Clause 62. In order to cope up with the present system of e-billing, supply of departmental materials is generally not allowed. However, if in special circumstances, Departmental materials may be issued to the Contractor/Bidder to the extent of requirements as assessed, those may be recovered from the Running Account Bill and/or Final Bill, as applicable.

Clause 63. Any material brought to site by the contractor is subject to approval of the Engineer-in-Charge. The rejected materials must be removed by the contractor from the site at his own cost within 24 hours of issue of the order to that effect. The rates in the schedule are inclusive of cost and carriage of all materials to worksite. The materials will have to be supplied in phase with due intimation to the Assistant Engineer concerned in conformity with the progress of the work. For special type of materials, i.e. Geo Synthetic Bags, HDPE Bags, Geo Textile Filter, Geo Jute Filter etc., if any, relevant Data Sheet containing the name of the Manufacturers, Test Report etc. will also be submitted on each occasion. Engineer-in-Charge may conduct independent test on the samples drawn randomly before according approval for using the materials at site. In this regard decision of Engineer-in-Charge shall be final and binding.

Clause 64. For all items of contract jobs requiring skilled labour, the contractor shall have to employ 70% (Seventy Percent) of skilled labour locally. In case the Contractor fails to recruit skilled local labour, the Contractor shall employ skilled labour locally secured by Government in the manner indicated above. For bridge works, highly technical works of labour, the contractor may, with the prior permission in writing of the Engineer-in-charge to whom full facts must be placed for such permission,

import and employ skilled labour up to 30% (Thirty Percent) of the total requirement. In this case the expression "Imported labour" shall mean "labour imported primarily from other States and secondarily, from the distant districts of the State of West Bengal." In case where the contractor fails to secure unskilled local labour or to engage imported labour, the contractor shall employ labour locally recruited by Government or labour imported by Government at the rate to be decided by the Superintending Engineer of the works concerned, whose decision as to the circumstances in which employment of such labour is of mutual advantage to Government and the contractor, will be final and binding on the parties.

Clause 65. All queries and disputes arising out of the works tender contract is to be brought to the notice of the Chairman of the 'Department Dispute Redressal Committee' in writing for decision within 15 days.

Clause 66. The contractor shall have to make his own arrangements for water, both for the work and use by his workers, etc., for road rollers and for all tools and plant, etc., required on the work.

Clause 67. Contractor will be responsible for the payments of all water charges payable to the Corporation Municipality / Panchayat or any other water works authority including a Government Department concerned.

Clause 68. If the contractors shall desire an extension of the time for completion of the work under clause 5 of the contract, no application for such extension will be entertained if it is not received in sufficient time to allow the Executive Engineer to consider it and the Contractor will be responsible for the consequences arising out of his negligence in this respect.

Clause 69. The Contractor will have to leave ducts in walls and floors to run conduit or cables, where necessary, and he will not be entitled to any extra payment on this account.

Clause 70. Contractors in the course of their work should understand that all materials obtained in the work of Dismantling, Excavation, etc., will be considered Government property and will be disposed of to the best advantage of Government.

Clause 71. In case of very special case of circumstances, if any Departmental materials are issued, there may be delay in obtaining the materials by the Department and the Contractor is, therefore, required to keep himself/herself in touch with the day to day position regarding the supply of materials from the Engineer-in-charge and to so adjust the progress of the work that his labour may not remain idle nor may there be any other claim due to or arising from delay in obtaining the materials. It should be clearly understood that no claim whatsoever shall be entertained by the Department on account of delay in supplying materials.

Clause 72. No compensation for any damage done by rain or traffic during the execution of the work will be made.

Clause 73. Whenever a work is carried out in municipal area, electric lights or electric danger signals whenever available shall be provided by the contractors on the barriers as well as paraffin lights. Facilities for the electric connection will be made by this Department but the Contractor will bear all the expenses.

Clause 74. The Contractor should quote through rate inclusive of cost of materials and carriage to place of working.

Clause 75. The Contractors should give complete specifications showing the method of execution and the quantity and quality of materials they intend to use per hundred square metre area.

Clause 76. In cases where water is used by the Contractor he will be required to deposit in advance with the Executive Engineer the charges for water which are to be calculated in accordance with the

schedule of miscellaneous rates in the Canal Act.

Clause 77. It must be clearly understood by the Contractor that no claim on account of enhanced rates on those already accepted, due to fluctuations arising out of any situation will be entertained during the currency of this contract for the work as per schedule attached to the agreement and the additional work, if any, under Clause 12 of the contract.

Clause 78. Clause 78. In the event of emergency, the Contractor will be required to pay his labour every day and if this is not done, Government shall make the requisite payments as would have been paid by the contractor and recover the cost from the contractors.

INCONVENIENCE OF THE PUBLIC

Clause 79. The Contractor(s) shall not deposit material on any site which will seriously inconvenience the public. The Engineer-in-charge may require the Contractor(s) to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

Clause 80. The Contractor undertakes to have the site clean, free from rubbish to the satisfaction of the Engineer-in-charge. All surplus materials, rubbish etc. will be removed to the places fixed by the Engineer-in-charge and nothing extra will be paid.

Clause 81. The Contractor shall not allow any rubbish or debris to remain on the premises during or after repairs, but shall remove the same and keep the place neat and tidy during the progress of the work. The Engineer-in-charge may get the site premises cleared of debris etc. And recover the cost from the bill of the contractor, if the latter shows slackness in observing this clause.

Clause 82. Construction materials brought at site shall not be stacked at random. The contractor shall stack all these materials as directed by the Engineer-in-charge.

INTERPRETATION OF CLAUSES

Governor means the Governor of the State of West Bengal and his/her successors. The Government means Government in the concerned Works Department.

The Department means the Secretary of the concerned Department or his/her authorized representative.

The Divisional Officer means the Executive Engineer of the concerned Works Department for the time being of the Division concerned, also identified as the Engineer-in-Charge.

The Sub-divisional Officer means the Assistant Engineer of the concerned Works Department for the time being of the Sub-division concerned. Junior Engineer equivalent to Section Officer of the Section concerned.

Superintending Engineer in the concerned works Department is the final Authority regarding Schedule of Rates and also the acceptance of Non-scheduled item rates arrived on the basis of market rate analysis for supplementary items, and the authority for approval of Reduced Rates and Part Rates. He is also the Tender Accepting Authority for works of value above Rs. 45.00 lakh and up to Rs. 2.00 crore under existing delegated power.

Chief Engineer in the concerned Works Department is the technical head of the Directorate and is also the Tender Accepting Authority for all works of value above Rs. 2.00 crore. Excess work over individual items comprising the original tender may be exceeded beyond 10% with the approval of concerned tender accepting authority and verified by the Superintending Engineer / Chief Engineer subject to the total value of work upon completion is within the technically sanctioned cost and that

there is no major deviation from original scope of work in the tender. Any supplementary tender/item/work in connection with the main tender is to be taken up with the approval of the Tender Accepting Authority not below the rank of Executive Engineer. Such supplementary tenders above 10% of BOQ are to be executed only with the approval of appropriate Government irrespective of the value of tender.

Words importing the singular number only include the plural number and vice versa.

Irrespective of the accepting authority, Divisional officer shall be the authority signing agreement for all tenders of value more than Rs. 3.00 lakh up to any amount on behalf of the State.

Schedule showing (approximately) materials to be supplied by the Engineer-in-Charge under clause 10:

Particulars	Rates at which the materials will be charged to the contractor			Place of delivery
	Unit	Rs.	P.	

Note 1- The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in-charge on the issue of the form prior to the submission of the tender.

SECTION 9: MISCELLANEOUS

Appendix – III: Clarification Format

Bidders requiring specific points of clarification may communicate with SUDA within the specified time period mentioned in Section 1 of this RfP using the following format:

(The Bidder must submit the PDF version as well as Excel/Word format of the clarification)

Sl. No	Section Reference	Page No.	Statement of Clarification/ Deviation	Remarks

Appendix – IV: PPT Format for Technical Presentation

1. Action Plan along with timeline for setting up and commissioning of the processing plant (only trommel to be installed with sieve size up to 6 mm down) including installation of weighbridge, considering the date of work order as zero day.

Sl. No.	Description of work	Starting date	End date
(1)	Civil construction for installing the trommel		
(2)	Fabrication of the Trommel		
(3)	Installation of the Trommel		
(4)	Civil construction for weigh bridge		
(5)	Installation of weigh bridge		
(6)	Trial Run		
(7)	Processing of legacy waste		

2. How to manage the record entry for input feeding materials and disposal of fractions for entire project with the help of Real Time Monitoring System along with CCTV mechanism (24/7) briefly.
3. Per day processing capacity: 2100 MT

Sl. No.	Sieve size of the trommel	No. of trommels to be installed	Capacity of each trommel
(1)	40 mm or above		
(2)	20 mm		
(3)	6 mm or less		

4. Fraction disposal plan on monthly basis:

Sl. No.	Description of the fractions	Total disposal of fractions in MT per month	End Users identified	Whether agreement done with End User? (Yes/No)
(1)	Good earth			
(2)	Compost			
(3)	Inert			
(4)	RDF			
(5)	Other fractions			
(6)				
(7)				

5. How to manage processing of legacy waste and disposal of fractions during monsoon.
6. Processing of entire tender quantity of legacy waste and its disposal shall be represented in a Bar Chart format on a monthly basis.

NB: The commitment given in this PPT to be considered as part of the project in the future and penalty may be imposed accordingly as to be decided by TIA.

SECTION 10: STANDARD CONTRACT AGREEMENT

(TRIPARTITE AGREEMENT)

THIS AGREEMENT is made on this Day of _____, 2026 for the work of “Disposal of legacy waste through Bio-remediation and Bio-mining process to reclaim the land of dump site utilizing scientific method located at Municipality in District under Swachh Bharat Mission (U).”

BETWEEN

The Director, SUDA hereinafter referred to as Tender Inviting Authority (TIA), State Urban Development Agency under Municipal Affairs Department, Government of West Bengal, (which expression means and includes its successor-in-office/ Assigns etc.) of the **FIRST PART**.

AND

The Executive Officer/ The Administrator/ The Chairperson of Asansol MC therein called as concerned ULB/ULBs hereinafter referred to as Executing Authority (which expression means and includes its successor-in-office/ Assigns etc.) of the **SECOND PART**.

AND

The Agency named _____ having registered office at _____ PAN No: _____& _____ having registered office at _____ PAN No : _____, _____ represented through _____ (Name) being _____ (Designation) having PAN no. _____ hereinafter referred to Agency (which expression means and includes its successor-in-office/ Assigns etc.) of the **THIRD PART**.

WHEREAS:

Director, SUDA requires the agency to provide the services as defined in Section 5 of this contract ("Terms of Reference") to support their project; and

The Executive Officer/the Chairperson/the Administrator of Asansol MC requires the agency to provide the services as defined in Section 5 of this contract ("Terms of Reference") to support their project; and

The agency has agreed to provide the services on the terms and conditions mentioned in this contract. The Agency has agreed to provide such services on the terms and conditions set out in this contract.

IT IS HEREBY AGREED as follows:

1. Documents:

This Contract shall be comprised of the following documents:

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

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

2. Commencement and Duration of the Services:

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

3. Financial Limit:

The Agency shall have executed the processing and disposal of Legacy Waste during the entire contract period in their quote price i.e (Rupees.....only) per metric ton in output basis inclusive of all taxes & duties and GST (as applicable).

The quantity of Bio-remediation and Bio-mining of legacy waste can be further increased up to 50% i.e., 2.0 lakh MT in case any further residual legacy waste is to be bio-mined and subject to the performance of the agency and availability of funds. Rate will be considered as the quoted rate for the increased quantity beyond the tender quantity. The work is to be executed in compliance with all terms and conditions as mentioned in the bid document.

4. Time is the Essence of Contract:

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

A. Responsibilities of SUDA (FIRST PART): As defined in General Conditions of Contract

B. Responsibilities of the Urban Local Bodies (SECOND PART): As defined in General Conditions of Contract

C. Responsibilities of the Agency (THIRD PART): As defined in General Conditions of Contract

All the Parties to this Bipartite/Tripartite Agreement will be bound to follow the terms and conditions laid down in the bid documents. In case of violation of any provisions laid down in the bid documents the respective party will be liable in terms of the provision laid down in the bid documents.

In case of any dispute arises out of this agreement, courts in Kolkata will have exclusive jurisdiction.

NOW THEREFORE the following documents be part of this integrated agreement (as annexed).

Agreement integrated & integrated part & parcel of this agreement.

- a. e-Tender Document (RFP) including corrigendum and/or addendums, if any.
- b. All documents submitted by the successful bidder/s.
- c. The copy of the approach and methodology documents submitted by the bidder/s.
- d. Schedule of Price (Financial Bid)
- e. AA&FS Copy (If applicable).
- f. Letter of Acceptance cum Work Order.
- g. Acceptance of the Letter of Acceptance cum Work Order by the bidder.

In witness whereof both the parties above of have set & subscribe their respective seal and signature.

Signed By:

(a) (For the Authority/Tender Accepting Authority)

(b) (ULB)

(c) (Agency)

Witnesses:

- 1) From Authority :
- 2) From the ULB :
- 3) From the Agency :

SECTION 11: ORDER OF PRECEDENCE

In the event of any ambiguity, inconsistency or conflict between the sections of this document comprising the contract shall be resolved according to the following Order of Precedent:

1. SECTION 10: CONTRACT AGREEMENT
2. LOI / LOA/ LOA CUM WORK ORDER
3. CORRIGENDUM AND ADDENDUM, IF ANY
4. SECTION 7: SPECIAL CONDITION OF CONTRACT
5. SECTION 6: GENERAL CONDITION OF CONTRACT
6. SECTION 8: WEST BENGAL FORM NO. 2911
7. SECTION 5: TERMS OF REFERENCE (TOR)
8. SECTION 4: FINANCIAL PROPOSAL
9. SECTION 3: TECHNICAL PROPOSAL
10. SECTION 1: INSTRUCTION TO BIDDER
11. SECTION 2: DATA SHEET
12. SECTION 9: MISCELLANEOUS