

Request for Proposal (RFP) Document

RFP No. - SUDA-368/2019/8431

Date – 03/01/2020

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

State Urban Development Agency, West Bengal

January 2020

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

Notice Inviting E- Tender

RFP No. - SUDA-368/2019/8431

Date – 03/01/2020

Bids are hereby invited on behalf of State Urban Development Agency, West Bengal from eligible entities for the below mentioned Project:

Name of Project	Project Components	Bid Security/ EMD	Performance Security
Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar - Kalyangarh, Habra and Gobardanga Municipalities on Public Private Partnership	1) Bio-remediation of legacy waste present at Ashokenagar- More than 7 thousandcubic meter waste in Ashokenagar (also legacy waste from Habra and Gobardanga dumpsites shall be brought in Ashokenagar & processed)	57,00,000	2,85,00,000
	2) Setting up of Transfer station, Secondary Collection and Transportation of waste from Secondary collection points to Processing Facilities		
	3) Ashokenagar Nagar Processing Facility for Ashokenagar-Kalyangarh, Habra and Gobardanga Municipalities on DBFOT basis (Compost and RDF facility – 150 TPD and Bio-methanation plant– 20 TPD)		
	4) Sanitary Landfill facility on DBFOT basis at Ashokenagar Site		

- RFP documents can be seen on and downloaded from the portal <https://wbtenders.gov.in> and www.sudawb.org.
- As the Bids are to be submitted online on <https://wbtenders.gov.in> and are required to be registered, encrypted and digitally signed, the Bidders are advised to obtain Class-III Digital Signature Certificate (“DSC”) at the earliest, as per the E -tender process mentioned in the RFP document. This is the only mode of e-submission of tender and document(s). Qualification bid needs to be submitted online as well as a physical copy at office of SUDA.
- The RFP may be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account. Conditional Bids will not be accepted.
- All the documents uploaded forms an integral part of the tender contract/agreement. Bidders are required to upload the entire set of tender documents along with other related documents as asked

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

for in the e-tender through the above website(s) within the stipulated date and time as given in the e-NIT.

5. Tenders are to be submitted in two folders at a time for each work, one being the 'Qualification Bid' and the other 'Financial Bid'. The Bidder shall carefully go through all the documents and prepare to upload the scanned documents in Portable Document Format (PDF) in the designated link in the web portal as their Qualification Bid. He/she needs to fill up the rates of items in the BOQ downloaded for the work in the designated cell and upload the same again in the designated link in the portal as their Financial Bid. Documents uploaded are virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders should especially take note of all the addenda and corrigenda related to the e-tender and upload all of these documents also as a part of their tender document.
6. Documents uploaded by the Bidders with all information & rates comprising Qualification and Financial Bids cannot be changed after last/end date for submission of the e-tender.
7. The tender evaluation and accepting, SUDA reserve the right to reject any or all of the tenders without assigning any reasons and he/she will not be bound to accept either the lowest tender or any of the tenders.
8. Withdrawal of e-Tender once the bid has been submitted online and after passing of end date for submission which has been accepted for further processing is not allowed. EMD will be forfeited and the Bidder penalized in terms of provisions in the notice of the tender.
9. Bids will be valid for 180 days from the date of submission of Bid. However, extension of bid validity may be suitably considered by SUDA, if required, subject to obtaining a written confirmation of the Bidder(s) to that effect.
10. The Bid parameter shall be the Tipping fee per ton of waste quoted by the Bidder for the first year of operation for the project components excluding GST and any other applicable taxes (including cost of infrastructure for Secondary collection points and Transfer station, collection and transportation, cost of processing and disposal of waste). The Bidder quoting the lowest Tipping fee shall be declared as the Selected Bidder.

11. Schedule of Bidding:

Sl. No.	Particulars	Date and Time
A.	Date of uploading of Bid Document and Tender Documents (Online Publishing Date)	03.01.2020 at 12:00 noon
B.	Documents download start date (Online)	03.01.2020 at 2:00 pm
C.	Documents download end date (Online)	25.01.2020 at 1:00 pm

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

D.	Date and time of Pre-bid meeting with the intending bidders in the office of the State Urban Development Agency, ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata – 700106	16.01.2020 at 3:00 pm
E.	Bid submission starting	03.01.2020 at 4:00 pm
F.	Bid Submission closing (Bid Due Date)	25.01.2020 at 2:00 pm
G.	Bid opening date for Technical Proposals	27.01.2020 at 3:00 pm
H.	Date of communicating list for Technically Qualified Bidders	To be notified
I.	Date of Opening of Financial Proposal	To be notified
J.	Date of issuance of Work Order / Signing of Agreement	To be notified

For further details and queries please contact,

Dipak Naskar, - Superintending Engineer,

Contact no.: - +91 9836650784, E-mail:- sbm.wbsuda@gmail.com, dipaknaskarju@gmail.com

Director/SUDA

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

DISCLAIMER

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of “**State Urban Development Agency**” (herein after referred as SUDA) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by SUDA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their key submissions, qualification bid and financial bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by SUDA in relation to the Project.
3. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for SUDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. SUDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. SUDA, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders for participation in the Bidding Process.
6. The SUDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
7. SUDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the SUDA or any

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the SUDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

9. The issue of this RFP does not imply that SUDA is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and SUDA reserves the right to reject all or any of the Bidders or Bids without assigning any reason there for.
10. SUDA reserves the right to change by issue of appropriate addendum/ corrigendum for any or all of the provisions of this Request for Proposal. Such addendum/ corrigendum would be uploaded on the -e-tender portal, i.e. www.wbtenders.gov.in and the website of SUDA, i.e. www.sudawb.org.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

TABLE OF CONTENTS

1. INTRODUCTION	8
1.1 PROJECT BACKGROUND	8
1.2 SCOPE OF WORK	9
1.3 GENERAL INFORMATION	9
1.4 BRIEF DESCRIPTION OF BIDDING PROCESS	10
2. INSTRUCTIONS TO BIDDERS.....	14
2.1 GENERAL TERMS OF BIDDING	14
2.2 ELIGIBILITY OF BIDDERS	22
2.3 CHANGE IN OWNERSHIP.....	27
2.4 COST OF BIDDING	27
2.5 SITE VISIT AND VERIFICATION OF INFORMATION	27
2.6 RIGHT TO ACCEPT AND TO REJECT ANY OR ALL BIDS	29
2.7 CONTENTS OF THE RFP	30
2.8 CLARIFICATIONS	31
2.9 CORRIGENDUM/ADDENDUM OF RFP	31
2.10 FORMAT AND SIGNING OF BID	32
2.11 BID DUE DATE AND TIME	34
2.12 LATE BIDS	35
2.13 CONTENTS OF THE BID.....	35
2.14 MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BIDS	35
2.15 REJECTION OF BIDS.....	35
2.16 VALIDITY OF BIDS	36
2.17 CONFIDENTIALITY	36
2.18 CORRESPONDENCE WITH THE BIDDER	36
3. EVALUATION OF BIDS.....	39
3.1 OPENING AND EVALUATION OF QUALIFICATION BIDS	39
3.2 OPENING AND EVALUATION OF FINANCIAL BIDS.....	41
3.3 SELECTION OF BIDDER.....	41
3.4 CONTACTS DURING BID EVALUATION	42
4. FRAUD AND CORRUPT PRACTICES	43
5. PRE-BID CONFERENCE	45
6. MISCELLANEOUS	46
7. APPENDICES.....	47

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

1. INTRODUCTION

1.1 Project Background

State Urban Development Agency (SUDA), West Bengal has initiated the bidding process for selection of a concessionaire (“**Concessionaire**”) for undertaking Bio-remediation of Legacy Waste, setting up of Processing Facility and Sanitary landfill at Ashokenagar, Secondary Collection and Transportation, Processing and Disposal of Municipal Solid Waste (“**Project**”). Present bid pertains to Municipalities, SUDA and the Concessionaire for providing the services detailed in the concession agreement to be entered into between the SUDA and the Concessionaire. (“**Concession Agreement**”). The participating Municipalities of the Project are **Ashokenagar – Kalyangarh, Habra and Gobardanga** operating in Districts of the State of West Bengal.

SUDA has decided to carry out the bidding process (defined hereinafter) for the selection of the Concessionaire to whom the Project may be awarded under which the existing dumpsite, namely, **Ashokenagar** is identified for Bio remediation and for Setting up of the waste Processing Facilities at the dumpsite on DBFOT basis. The area of the Ashokenagar site is 23.008 acres and approximately 6976 cubic meter of legacy waste is already lying at the Ashokenagar site. The legacy waste at this dumpsite shall be subjected to remediation under this project. Also, the legacy waste present in Habra and Gobardanga shall also be brought at the Ashokenagar site and shall be subjected to remediation under this project. The Ashokenagar site will cater for processing plant of Ashokenagar – Kalyangarh, Habra and Gobardanga Municipalities.

The concessionaire shall excavate the compacted MSW by using suitable mechanical sieving, separating machines or any other equipment, retrieving compostable material (if any), recyclable material, etc. by segregating, sorting, storing and selling. The work envisages economically viable and environmentally sustainable method for Remediation and Reclamation of Ashokenagar Dumpsite in accordance with the applicable guidelines of Central Pollution Control Board (CPCB) and Hon’ble National Green Tribunal (NGT). SUDA intends to reclaim the total dumpsite area out of the 23.008 acres and and setup the Processing Facilities for the Municipalities.

1.1.1 The brief details of the Project are as follows:

Components of the Project	Details
A. Reclamation of land through Bio remediation of legacy waste at Ashokenagar dumpsite.	Approximately 6976 cum waste in Ashokenagardumpsite, Legacy waste present in Habra and Gobardanga municipalities.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

<p>B. Setting up of Transfer station, Collection and Transportation of waste from secondary collection points to Processing Facilities.</p>	<p>Identification. Planning, development of Secondary Collection Points in consultation with the Municipalities</p> <p>Utilization of existing secondary collection infrastructure/ procurements of Bins for storage of waste at secondary collection points</p> <p>Procurement of Transportation Vehicles waste from secondary collection points to processing plant site</p>
<p>C. Municipal Solid Waste Processing Facility for Ashokenagar – Kalyangarh, Habra and Gobardanga Municipalities at Ashokenagar Site on DBFOT basis</p>	<p>Compost and RDF facility – 150 TPD</p> <p>Bio-methanation – 20 TPD</p> <p>(Total site area -23 Acres)</p>
<p>D. Construction and Operation of Sanitary Landfill Facility for disposal of rejects on DBFOT basis</p>	<p>Sanitary Landfill (7 Acres)</p>

1.2 Scope of Work

The Concessionaire shall carry out reclamation of land through Bio-remediation of legacy waste at Ashokenagar dump site to set up new Processing Facilities at the site on DBFOT basis. The Processing Facility to be developed are as follows:

- a. Processing Facility at Ashokenagar - Compost plant and RDF plant of total capacity of at least 150 TPD and a Bio methanation plant of at least 20 TPD for the processing of waste.

The Concessionaire shall also Design, Build, Finance, Operate and Transfer (DBFOT) a Sanitary Landfill Facility (SLF) at Ashokenagar site.

As per the scope of services, the Concessionaire is also required to set up a transfer station at a site identified by the concessionaire in consultation with the municipalities and perform collection and transportation of waste from secondary collection points and transfer station distributed within the Municipalities to the Ashokenagar processing facilities for Processing and Disposal.

The detailed description of scope of work is given in Appendix V.

1.3 General Information

1. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or SUDA's right to amend, alter, change, supplement or clarify the scope of the Project, the concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by SUDA.

2. SUDA shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by SUDA pursuant to this RFP, as modified, altered, amended and clarified from time to time by SUDA (collectively the "**Bidding Documents**"), and the Bid shall be prepared and submitted in accordance with such terms on or before the date specified for submission of the Bid (the "**Bid Due Date**").
3. The Selected Bidder shall be required to incorporate a new company under the Companies Act, 2013 (the "**SPV**"), which shall act as the Concessionaire and undertake obligations with respect to the Project and execute the Concession Agreement with SUDA and the participating municipalities.

1.4 Brief description of Bidding process

- 1.4.1 SUDA has adopted an online single-stage 2(two) envelope bid process (the "**Bidding Process**") for the selection of a Bidder for award of the Project. Any person intending to participate in the Bidding Process is required to register and possess a valid DSC for participating in this Bidding Process. Bidders are advised to refer to and adhere to procedure as given on the following link:<https://wbenders.gov.in>.
- 1.4.2 All Bidders for the Project shall simultaneously submit online their relevant qualification details for the purpose of meeting Minimum Eligibility Criteria ("**Qualification Bid**") and financial proposal ("**Financial Bid**") by way of quoting tipping fee per ton of waste (**Tipping fee shall be the rate of processing and disposal of per ton of MSW including the cost of Secondary collection and transportation**) which shall be paid by SUDA subject to and in accordance with Concession Agreement forming the part of bid documents. In no case the Bidders shall submit their Financial Bid by way of physical submission, in which case the Bid shall be liable for summary rejection. In the first step, Qualification Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 3.1.6 and meet the Minimum Eligibility Criteria as set forth in Clause 2.2.2.1 of this RFP for undertaking the Project. Thereafter, the Bids shall be marked on the scoring criteria specified in Clause 2.2.2.2. The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Criteria and who have scored a minimum of 70 marks the "**Qualified Bidders**" would be eligible to be opened and evaluated for the purpose of identifying the Selected Bidder for the Project.
- 1.4.3 As part of the Bidding Process, interested parties who fulfil the Minimum Eligibility Criteria as

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

set forth in this RFP (the “**Bidders**”) are being called upon to submit their Qualification Bids and Financial Bids (collectively referred to as “**Bids**”) in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date (the “**Bid Validity Period**”).”

- 1.4.4** The Bidding Documents include the draft Concession Agreement as Appendix – VI and RFP subject to the provisions of Clause 2.1.9, the aforesaid documents and any addenda or corrigenda issued subsequent to this RFP, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.4.5** Rs. 57,00,000 /- (Rupees Fifty-Seven Lakh only) (the “**Bid Security**”). as an initial Earnest Money Deposit shall be paid through online mode (Payment link will be available in the website). This amount will be converted to security deposit for the successful bidder.
- The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 12 months of completion of the work. No interest shall be payable on the deducted amount.
- 1.4.6** The Bidders are invited to examine the Project scope in greater detail, and to carry out assessment, at their own cost, such studies as may be required for submitting their respective Bids for the Project.
- 1.4.7** The Bids are to be submitted online and are required to be encrypted and digitally signed, therefore, the Bidders are advised to obtain DSC as per details mentioned in section 2.1.2.
- (i) Financial Bids are invited for the Project on the basis of the tipping fee sought by the Bidder which is the rate of processing and disposal of per ton of MSW including the cost of Secondary collection and transportation. (“**Tipping Fee**”). The above-mentioned Tipping Fee will be payable subject to annual escalation i.e. 3% in accordance with the Concession Agreement. The Tipping fee shall be quoted excluding GST or any other applicable taxes. The Bidders are required to quote the Tipping Fee in the BoQ available in the tendering portal.

Collection and Transportation Fees during Pre-COD period

Without prejudice to other specified payments, and subject to terms hereof and particularly of the Concession Agreement, the Selected Bidder shall be entitled to receive **40% of the tipping fee** (as quoted by the Bidder) for C&T during construction period of Processing facility i.e. prior to COD of respective processing plant of municipalities). The Tipping fee prior to COD period shall not be liable for any escalation whatsoever. The Tipping fee prior to COD period shall be excluding GST or any other applicable taxes which shall be paid additionally.

Tipping Fees during Post-COD/Operation period

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

On achieving COD of Processing and SLF facility, i.e. during Operation, SUDA shall make payment in accordance with the per ton tipping fee amount quoted by the Selected Bidder subject to and in accordance with terms of the Concession Agreement for procuring bins/containers, maintaining and operation of secondary collection points, collection and transportation of waste from secondary collection points to processing site from secondary collection points, setting up, operation and maintenance of Processing Plant and Sanitary Landfill as per Solid Waste Management Rules, 2016.

Therefore, the Bidders may accordingly submit their Financial Bid taking the same into consideration. In this RFP, the term “**Selected Bidder**” shall mean the Qualified Bidder, quoting the lowest Tipping fee.

- 1.4.9** In the event the Selected Bidder withdraws or is not selected for any reason in the first instance, SUDA shall annul the Bidding Process. Provided that SUDA, on being satisfied that it is not a case of cartelization and the integrity of the Bidding Process has been maintained, may, for cogent reasons to be recorded in writing, invite the remaining Qualified Bidders in accordance with the process provided in Clause 3.3.3, to match the Financial Bid submitted by such Selected Bidder. If none of the Qualified Bidders match the Financial Bid of such Selected Bidder, SUDA shall annul the Bidding Process and may call for fresh Bids.
- 1.4.10** The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format may not be responded to.

S. N.	Page No.	Part of RFP/CA	Clause No.	Text provided in RFP/CA	Clarification sought with justification, if any
1.	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]
...

It is preferred that the queries should be sent to SUDA at least two (2) business days before the scheduled pre-bid meeting.

- 1.4.11** Bids can be submitted online by logging into the e-tendering portal www.wbtenders.gov.in. Bidders are required to have a Class – III DSC as specified in Clause 2.1.2, with signing and encryption certificate for submission of Bids. Bidders can search and download the RFP

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

electronically once it logs on to the e-tendering portal, which is the only mode for participating in the Bidding Process.

1.4.12 Bidders are advised to upload relevant documents well in advance at www.wbtenders.gov.in so that those can later be selected and attached during bid submission.

1.4.13 There is no upper limit on the size of the file to be uploaded. However, the speed of upload is dependent on the memory available in the client system, as well as the network bandwidth used. In order to reduce the file size, Bidders are advised to scan the documents in 75-100 DPI so that optimal clarity is maintained.

1.4.14 SUDA will not be responsible for any delay or difficulties faced during the submission of Bids online by Bidders due to local connectivity or other issues.”

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General Terms of bidding

- 2.1.1. A Bidder shall require to submit original documents of “**Qualification Bid**” comprising of cover letter, EMD/Bid Security, Power of Attorney for signing of bid and Consortium or joint venture Agreement supported by board resolution in case of Consortium/Joint venture and other qualification documents on or before the *bid due date* in the office of Director, SUDA, ILGUS Bhawan, HC Block, Sector-III, Bidhannagar. Kolkata-700106.

For avoidance of doubt, Financial Bid shall not be submitted physically.

2.1.2. General Guidelines for E-Tendering

- 2.1.2.1 The Bids submitted online should be signed electronically with a “**Digital Signature Certificate**” to establish the identity of the Bidder bidding online on <https://wbtenders.gov.in>. The Bidders may obtain digital certificate as specified in above website or from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities on the portal <http://cca.gov.in>. or may obtain information and application format and documents required for issue of digital certificate from one such certifying authority on given below which is: -

i. TATA Consultancy Services Ltd.

11th Floor, Air India Building, Nariman Point, Mumbai-400021
website - www.tcs-ca.tcs.co.in

ii. Sify Communications Ltd.

IIIrd Floor, Tidel Park, 4 Canal Bank Road, Taramani, Chennai-600113
Website - www.safescrypt.com

iii. MTNL Trustline CA

O/o DGM (IT-CA), 5515, 5th Floor, Core-V Mahanagar Doorsanchal Sadan, CGO Complex, MTNL, Delhi-125003
Website - www.mtnltrustline.com

iv. iTrust CA (IDRBT)

Castle Hills, Road No.1, Masab Tank, Hyderabad, Andhra Pradesh - 500057
Website - idrbc.org.in

v. (n)Code solutions

301, GNFC Tower, Bodak Dev, Ahmedabad-380054, Gujarat
Website- www.ncodesolutions.com

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

vi. National Informatics Centre Ministry of Communication and Information Technology
A-Block CGO Complex, Lodhi Road, New Delhi-125003
Website <https://nicca.nic.in>

vii. e-Mudhra CA
3i Info-tech Consumer Services Ltd, 3rd Floor, Sai Arcade, Outer Ring Road, Devarabeesanahalli,
Bangalore 560036, Karnataka
Website - <http://www.e-Mudhra.com>

For the aforesaid purpose, the Bidder shall be required to refer to as instructions available on E-Tendering portal.

- 2.1.3. A Bidder bidding individually or as a member of a Joint Venture/ Consortium (not more than 3 members) shall not be entitled to submit another Bid for the same Project either individually or as a member of any other Joint Venture/Consortium, as the case may be.
- 2.1.4. An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney set out in Annexure C and/or Annexure D, as the case may be, is legalized/apostilled by the appropriate authority, and notarised in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 and Notarised Act, 1952 are duly fulfilled.
- 2.1.5. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Concession Agreement shall have the meaning assigned thereto in the Concession Agreement.
- 2.1.6. Bidders are encouraged to submit their respective unconditional Bids after visiting the project site(s), at the office of SUDA, if necessary, and ascertaining for themselves the availability of documents and other data with SUDA, Applicable Laws and regulations or any other matter considered relevant by them.
- 2.1.7. Bidders requiring any clarification on the Bidding Documents may send their queries to the SUDA in writing / email in the format provided in Clause 1.4.10 before the date mentioned in the Schedule of Bidding Process. The envelopes / email shall clearly bear the following identification and subject:

“QUERIES / REQUEST FOR ADDITIONAL INFORMATION CONCERNING REQUEST FOR PROPOSAL FOR SELECTION OF CONCESSIONAIRE FOR BIO-REMEDIATION OF LEGACY WASTE, SETTING UP OF TRANSFER STATION, PROCESSING FACILITY AND SANITARY LANDFILL AT ASHOKENAGAR AND SECONDARY COLLECTION AND

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

TRANSPORTATION, PROCESSING AND DISPOSAL OF MUNICIPAL SOLID WASTE FOR
ASHOKENAGAR-KALYANGARH, HABRA AND GOBARDANGA

Director,
State Urban Development Agency
Address:ILGUS Bhawan, HC Block, Sector-III, Bidhannagar, Kolkata-700106
E-mail ID:sbm.wbsuda@gmail.com

*** SUDA shall endeavor to respond to the queries within a reasonable time. The responses will be sent by fax or e-mail. SUDA will post the reply to all such queries on the Official Website without identifying the source of queries. They reserve the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in the RFP shall be construed as obliging SUDA to respond to any question or to provide any clarification.*

The pre-bid meeting will be held on the date specified in the Scheduled of Bidding Process in Clause 1.4.8 at the office of Director, SUDA, ILGUS Bhawan, HC Block, Sector-III, Bidhannagar. Kolkata-700106. The pre-bid queries should be submitted as per the provisions given in this clause and as per the format specified in Clause 1.4.10 above to be considered for response. Pre-bid queries not submitted in the prescribed format shall not be responded to.

2.1.8. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.1.9. The Qualification Bid shall be furnished as per formats provided in Appendix-I of this RFP. The Qualification Bid shall include the following:

- ANNEXURE A : Letter comprising the Bid
- ANNEXURE B : General Information of Bidder
- ANNEXURE C : Power of Attorney for Signing of Bid with Board Resolution/ Charter Document in favor of Executant
- ANNEXURE D : Power of Attorney for Lead Member of Joint Venture/ Consortium (in case of Joint Venture/ Consortium) with Board Resolution/ Charter Document in favor of Executant
- ANNEXURE E : Bid Security/ EMD
- ANNEXURE F : Joint Bidding Agreement (in case of Joint Venture/ Consortium)
- ANNEXURE G : Technical Capacity of Bidder
- ANNEXURE H : Financial Capacity of Bidder

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

ANNEXURE I : Bid Checklist

ANNEXURE J : Format for submitting Technical Proposal for the Project

- 2.1.10. The Financial Bid shall consist of a Tipping Fee as specified in Clause 1.4.7, to be quoted in the BoQ available on the e-tendering portal, a format of which has been provided for reference in Appendix- III, clearly indicating the bid amount (in the form of Tipping Fee as the rate of processing and disposal of per ton of Municipal Solid Waste including the cost of secondary collection and transportation) to be paid towards secondary collection, transportation, processing and disposal of Municipal Solid Waste. The Tipping Fee shall be payable by SUDA to the Concessionaire as per the terms and conditions of this RFP and the Concession Agreement. The Tipping Fee shall be treated as the bidding parameter, i.e. the Qualified Bidder quoting the lowest Tipping Fee shall be determined as the Selected Bidder, as specified in Clause 3.3.”
- 2.1.11. The Financial Bid, (as per the reference format specified in Appendix –III), shall be submitted online ONLY (any physical submission shall make the Bid liable for summary rejection), and is invited based on the **Tipping fee (as defined in Clause 1.4.8 above)** sought by the Bidder from the SUDA. **(Tipping fee shall include cost of infrastructure for Secondary collection points, collection and transportation, cost of processing and disposal of waste under the Project. The Bidder quoting the lowest Tipping fee shall be declared as the Selected Bidder)**. The payment by SUDA to the Concessionaire shall be as per the terms and conditions of this RFP and particularly subject to and in accordance with the terms contained in the Concession Agreement (enclosed as Volume II).
- 2.1.12. As mentioned in Clause 1.4.6, the Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security through online portal as per format set forth in Annexure E of Appendix-I.
- 2.1.13. The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date and may be extended as may be mutually agreed between SUDA and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 90 (Ninety) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as per the terms of the Concession Agreement.
- 2.1.14. The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, duly supported with an authorisation or board resolution (in case the Bidder is a company) in favour of the person executing such Power of Attorney on behalf of the Bidder. In case the Bidder is a Joint Venture/Consortium (not more than 3 members), the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Annexure D of Appendix-I duly supported with a charter document or board resolution in favour

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

of executant.

- 2.1.15. Any condition or qualification or any other stipulation contained in the RFP which is not complied with by the Bidder shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.16. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.1.17. The Bidding Documents including this RFP and all attached documents are and shall remain the property of SUDA and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- 2.1.18. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, SUDA shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by SUDA and is not by way of penalty for, *inter alia*, the time, cost and effort of the them, including consideration of such Bidder’s proposal (“**Damages**”). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to SUDA hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 5% (five per cent) of the equity or paid up and subscribed share capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause(aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b) a constituent of such Bidder is also a constituent of another Bidder in any of the Projects; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts either or both in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
- f) such Bidder has participated as a consultant or sub-consultant to SUDA in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Joint Venture/Consortium, then the term Bidder as used in this Clause 2.1.18, shall include each Member of such Joint Venture/Consortium. The maximum number of members in a Joint Venture/consortium shall not be more than 3 (three).

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

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Joint Venture/Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Joint Venture/Consortium.

- 2.1.19. A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of SUDA in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LoI or (ii) execution

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

of the Concession Agreement. In the event any such adviser is engaged by the Concessionaire, after issue of the LoI or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LoI or the Concession Agreement and without prejudice to any other right or remedy of SUDA, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which SUDA may have thereunder or otherwise, the LoI or the Concession Agreement, as the case may be, shall be liable to be terminated without SUDA being liable in any manner whatsoever to the Selected Bidder or Concessionaire, as the case may be, for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated or completed prior to 6 months from the date of publication of RFP.

- 2.1.20. The Concession Agreement shall be for a period of **21 years (Twenty-two) from the Compliance Date**. i.e. 1 year of Bioremediation of legacy waste and Construction of processing and disposal facility from the date of fulfilment of conditions precedent and 20 years of Operations and maintenance with a provision for further extension in accordance with the terms of the Concession Agreement.

For avoidance of doubt, Construction and erection of the Bioremediation plant and creation of other allied facilities shall be completed within 3 months from the receipt of LoI/work order. This shall include the mobilization period and time period required for getting necessary statutory clearances/permissions. After completion of Bioremediation of legacy waste, construction and erection of the plant and SLF, operation of the plant shall commence which shall be considered as Commercial Operation Date (COD) of the project.

- 2.1.21. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.22. In case of the Bidder being registered/ incorporated under the laws of any other country, it is liable to be disqualified if the Bidder:
- i. is incorporated in a country which does not have diplomatic relations with the Government of India;
 - ii. is incorporated in a country that prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations;
 - iii. does not have legal capacity to enter into a contract with HDA;
 - iv. has, including any directors thereof, been convicted of a criminal offence in India within the last 5 (five) years;
 - v. has 100% ownership in any entity which is prohibited by the Government of India or the Government of West Bengal from participating in any project and if that prohibition subsists as on the Bid Due Date;"

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

2.1.23 Other Important Instructions

- i. The Bidders shall submit details of their Financial Bid in the online templates of the BOQ on the online Bid on e-tender portal of <https://wbtenders.gov.in>. The Financial Bid has to mandatorily be submitted online.
- ii. Copy of Qualification Bid Documents including original EMD/Bid Security. Power of Attorney, Consortium/JV agreement and other documents that cannot be submitted online, should be put in separate sealed envelopes and the sealed envelopes together with the documents listed in Qualification Bid shall be sealed in another cover and delivered to this office before the date and time mentioned in the RFP Notice.
- iii. Bidders must strictly abide by the stipulations set forth in notice inviting RFP and while tendering for the work, the Bidders shall adopt only the three-envelope system.
- iv. The Financial Bid has to be submitted mandatorily online and shall not be accepted physically under any circumstances. In case any Bidder does not comply with procedure given above, the Bidder shall be disqualified from the Bid. Such defaulting Bidder may be de-listed without any notice for failing to abide by the strictly approved terms of notice inviting Proposals in response to the RFP.
- v. The Bids which are not accompanied by the bid document fee, Bid Security or proof of Bid Security or do not strictly follow the requirements set out in the Bidding Documents, are liable to be rejected summarily.
- vi. Bids which are subjective or dependent upon the quotations of another Bidder shall be summarily rejected.
- vii. The Bids of the Bidders which do not satisfy the eligibility criteria i.e. (Technical Capacity and Financial Capacity in the RFP Document are liable to be rejected summarily without assigning any reason and no claim what so ever on any account will be considered in such cases of rejection.

2.1.24 The Scope of Work in Appendix – V is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their bids. Nothing contained in the Scope of Work shall be binding on SUDA nor confer any right on the Bidders, and SUDA shall have no liability whatsoever in relation to or arising out of any or all contents of the Scope of Work.

2.1.24 Notwithstanding anything to the contrary contained in this RFP, the documents forming part of the Bidding Process leading to the Concession Agreement shall be relied upon and interpreted in the following order of priority provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement. The order of priority is as follows:

- a. Concession Agreement with Appendices
- b. LOI

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

- c. Bid
- d. Addendum/Corrigendum to the RFP
- e. RFP

2.1.25 This RFP is not transferrable.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their technical-qualification hereunder, the following shall apply:

- a) The Bidder may be a single entity or a group of entities (the “**Joint Venture**”/ “**Consortium**”), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture/Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture/Consortium.
- b) A bidder should either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932, or a limited liability partnership under Limited Liability Partnership Act, 2008, or a partnership firm registered under the relevant laws of its country of origin, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/ Consortium. A Joint Venture/ Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.3 below.

2.2.2 Minimum Eligibility Criteria

2.2.2.1 To be considered as technically qualified, a Bidder shall fulfil the following minimum eligibility criteria (the “**Minimum Eligibility Criteria**”):

- (A) **Technical Capacity**: For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall have to fulfil the following conditions:
 - (i) possess at least one year of operations in transportation of waste & Processing and disposal of MSW facility in India or abroad in the period of past ten years from the date of submission.
 - (a) Experience of operation of 1 (one) projects of collection and transportation of waste & Processing and Disposal of MSW in India or abroad having 40% (forty percent) capacity of the estimated capacity i.e. at least 68 TPD or more, within the last 05 (five) years preceding the Bid Due Date.

OR

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

(b) Experience of operation of 2 (two) projects of collection and transportation of waste & Processing and Disposal of MSW in India or in abroad each having at least 30% (thirty percent) capacity of the estimated capacity i.e. at least 51TPD or more, within the last 05(five) years preceding the Bid Due Date.

(B) **Financial Capacity:** For demonstrating financial capacity, the Bidder shall have to fulfil the following conditions (the “**Financial Capacity**”):

2.2.2 Shall have an average annual turn over of Rs. 12,00,00,000 /- i.e. Rupees twelve Crores during last three financial year (i.e. FY 2016-17, FY 2017-18 & FY 2018-19).

(A) **Applicant to enclose all of the following documents in support of his Qualification for bidding:**

- i. Incorporation certificate of the company /Proof of Company registration document/MoA.
 - ii. Copy of Agreement and LoI/Work order of the client for which technical capacity is claimed;
 - iii. Certificate(s) (completion or Currently operating, as the case may be) from its concerned client(s) in support of “the technical capacity” clearly stating the capacity of project (or, quantity processed till date in case of currently running project) including performance of the firm for the work completed during the contract period of the project in respect of the projects whose experience is claimed.
 - Performance certificate should be issued from the concerned client(s) (Certificate issued by the commissioner or equivalent officer) shall only be considered.
 - In case a particular work/contract has been jointly executed by the Applicant (as part of a consortium/Joint Venture), it should further support its claim for the share in work done for that particular work/contract;
 - iv. Audited balance sheet of preceding three financial years(i.e. FY 2016-17, FY 2017-18 & FY 2018-19) from the due date of submission of this bid and Certificate(s) from its Statutory Auditors in support of “the Financial Capacity”.
 - Certificate(s) specifying the annual turnover of the Applicant in last 3 financial years from the due date of submission of this bid.
 - v. Copy of the latest GST Return filed/ Copy of PAN Card. Not applicable for foreign Bidder.
 - vi. GSTIN number; Not applicable for foreign Bidder.
- 2.2.2.2 Along with the fulfilment of the above-mentioned Minimum Eligibility Criteria, the Qualification Bids of the Bidder shall be scored in the manner set out below. Bidders scoring more than **70 (seventy) marks** shall be considered as Qualified Bidders for the purpose of Financial Bid opening:

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

S.No	Qualification Criteria	Max. Marks		
1.	Minimum an average annual turn over of Rs. 12,00,00,000 /- i.e. Rupees twelve Crores during last three financial year	Maximum Marks: 30		
		Sr. No.	Minimum Annual Turnover	Total Marks
		i	Equal to or more than prescribed threshold values for annual Turnover	30
2.	Experience of operation of collection & transportation of waste & Processing and disposal facility of MSW in India or abroad in last 05 years.	Maximum Marks: 30		
		S. No.	Min 1 year of operations in solid waste management projects and landfill operations	Total Marks
		i	One project of 40% of the total estimated capacity i.e. 68 TPD. OR Two projects of 30% of the estimated capacity i.e. 51 TPD	30
3.	Approach & Methodology (to be submitted along with Technical Proposal) (It should include the project implementation plan, secondary collection and transportation plan, technology for processing plant, design of SLF, revenue stream and respective timelines of the project.) refer Annexure J *The approach should highlight the schedule of the entire project i.e. all parallel and non-parallel activities.	Maximum Marks: 40		
		(Evaluation will be based on the quality of submission) (This shall be in accordance with the description provided in Annexure J)		40

2.2.2.3 The Bidder shall provide documentary evidence by way of Statutory Auditor's certificate and/ or Chartered Accountant's certificate in support of its Financial Capacity and documentary evidence by way of client certificate and/or agreement copy and/or Letter of Award and/ or Completion Certificate, as the case may be, in support of the Technical Capacity as specified above in Clause 2.2.2.1. Such documentary evidence shall be duly signed by the authorized signatory of the Bidder.

2.2.2.4 In the event that a Bidder submits a Bid for the Project and the Bidder does not meet the

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

Minimum Eligibility Criteria (Technical or /and Financial Capacity) as described under Clause 2.2.2, the Bidder shall be disqualified, and the Financial Bid of such Bidder shall not be opened.

For the purposes of this RFP, Net Worth shall mean:

- i **In case of a company:** the aggregate value of the paid-up share capital 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; and
- ii **In case of any other entity/body corporate:** the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.

2.2.2.5 In case the annual accounts for the last financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the Statutory Auditor/ Chartered Accountant. In such a case, the Bidder shall provide the audited annual reports for the financial year preceding the latest financial year for which the audited annual report is not being provided.

2.2.2.6 In case of a Joint Venture/ Consortium, the Technical Capacity and Financial Capacity of all the Members of Joint Venture would be evaluated for satisfying the above conditions of eligibility. For avoidance of doubt it is further clarified that the Joint Venture/Consortium must collectively satisfy the above Minimum Eligibility Criteria.

2.2.3 In case the Bidder is a Joint Venture/ Consortium, it shall also comply with the following additional requirements:

- (a) number of members of Joint Venture/ Consortium should not exceed 3 (three);
- (b) subject to the provisions of (a) above, Bid should contain the information required for each Member of the Joint Venture/Consortium;
 - i. “Members of the Joint Venture/ Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity stake/ voting rights of at least 51% in the Joint Venture/ Consortium. The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure D of Appendix-I, signed by all the other members of the Joint Venture. The Members of the Joint Venture/ Consortium shall cumulatively/ collectively fulfil entire Minimum Eligibility Criteria;
 - ii. In the event, the Joint Venture/Consortium has been declared as the Selected Bidder

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

and issued LoI, all Members of the Joint Venture/Consortium shall sign the Concession Agreement with SUDA. In this regard, its clarified that all the Members of the Joint Venture/ Consortium shall be jointly and severally liable towards SUDA to execute the Project during the term of Concession Agreement and irrespective of the failure of any particular Member of the Joint Venture/Consortium, SUDA shall be entitled to call upon the other Member(s) including the Lead Member of the Joint Venture/Consortium to discharge the obligations of the Joint Venture.

- iii. the Bid should include a brief description of the roles and responsibilities of each member of the Joint Venture/Consortium, particularly with reference to financial and technical obligations under the Concession Agreement; and
- iv. Members of the Joint Venture/Consortium shall enter into a binding Joint Bidding Agreement (the “**Joint Bidding Agreement**”) for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:
 - (i) in case the Joint Venture/Consortium is declared as the Selected Bidder, it shall ensure that its shareholding/ownership equity commitments are clearly set out, and state that the Joint Venture/Consortium shall act through the Lead Member in accordance with this RFP, and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement;
 - (ii) clearly outline the proposed roles and responsibilities of each Member at each stage;
 - (iii) committee the minimum equity shares to be held by each Member in the SPV; and include a statement to the effect that all Members of the Joint Venture/Consortium shall, till the term of Concession Agreement in accordance with the Concession Agreement, be liable jointly and severally for all obligations of the Concessionaire in relation to the Project.
- (c) Except as provided under the Bidding Documents including the RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of SUDA.

(Note: Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Joint Venture/Consortium should be specific to the Project and should fulfil the above requirements, failing which the Bid shall be considered non-responsive.)

2.2.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (Build, Own and Transfer or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid, either individually or as Member of a Joint Venture/Consortium.

2.2.5 The Bid must be accompanied by the audited annual reports of the Bidder (of each Member and

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

its Associates whose Financial Capacity is considered for evaluation as per Clause 2.2.2.1 (B) in case of a Joint Venture/Consortium) for the last 3 (three) financial years preceding the Bid Due Date. The Bidder shall enclose as per the format set forth in Annexure H of Appendix-I, complete with its Annexes, the certificate(s) from its Statutory Auditors specifying the annual turnover of the Bidder in last 3 financial year preceding the Bid Due Date.

- 2.2.6 No change in the composition of the Joint Venture/Consortium is allowed subsequent to the submission of the Bid during the Bidding Process.

2.3 Change in Ownership

- 2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control or management of a Member or an Associate whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP which adversely impacts the Project, the Bidder shall inform SUDA forthwith along with all relevant particulars about the same and SUDA may, in its sole discretion, disqualify the Bidder or withdraw the LoI from the Selected Bidder, as the case may be. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, SUDA shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to SUDA for, *inter alia*, time, cost and effort of SUDA, without prejudice to any other right or remedy that may be available to SUDA hereunder or otherwise.

- 2.3.2 By submitting the Bid, the Bidder shall be deemed to have acknowledged that it meets the Minimum Eligibility Criteria set out under this RFP. The Bidder further acknowledges and undertakes that each of the members of the Consortium/Joint Venture whose Technical Capacity and Financial Capacity was considered for the purpose of qualification and short-listing herein, shall hold equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV until expiry of 3 (three) years from the Commercial Operations Date. In addition, the Bidder [single entity or consortium members of the Joint Venture / Consortium, as the case may be] shall individually or jointly (as applicable) hold equity share holding of at least 51% (fifty one percent) of the paid up and subscribed equity of the SPV/concessionaire up to the 3rd (third) anniversary of the COD of the Project, subject to and in accordance with provisions of the Concession Agreement.

2.4 Cost of Bidding

- 2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. SUDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

- 2.5.1 Bidders are advised to submit their respective Bids after visiting the Ashokenagar

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

- Dumpsite/project site and ascertaining for themselves the quantity of Municipal Solid Waste/ other waste lying at the Ashokenagar, Habra and Gobardanga Dumpsite, site conditions, 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 surroundings and ascertain themselves on all technical and other aspects necessary for preparing their Proposal (bid) including carrying out necessary technical surveys, field investigations, etc. at its own cost and risk. The Applicants shall be deemed to have full knowledge of the site conditions upon submitting the Proposal in response to this RFP.
- 2.5.2 Bidders are also advised to examine the secondary collection points and relevant infrastructure and vehicles used for transportation in each Municipality of the project. The Bidder shall ensure route optimization by analyzing the distance and route of secondary collection points to the processing plant.
- 2.5.3 Applicants may request SUDA for providing permission to make the site visit. The Applicants shall be responsible for all arrangements towards the site visit and shall bear all costs and expenses. The Applicants shall indemnify SUDA and/or any of its agencies/consultants/advisors from and against any liability from site visits including any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, etc.
- 2.5.4 It shall be deemed that by submitting a Bid, the Bidder has:
- a) made a complete and careful examination of the Bidding Documents;
 - b) received all relevant information requested from SUDA;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of SUDA relating to any of the matters referred to in Clause 2.5.1 above;
 - d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from SUDA, or a ground for termination of the Concession Agreement; and
 - f) agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.5.5 SUDA shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by SUDA.

2.6 Right to accept and to reject any or all Bids

- 2.6.1 SUDA reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by SUDA, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by SUDA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of SUDA there under.
- 2.6.2 Notwithstanding anything contained in this RFP, SUDA reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that SUDA rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.6.3 SUDA reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by SUDA, supplemental information sought by SUDA for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture/Consortium, then the entire Joint Venture/Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified / rejected, then SUDA reserves the right to:
- (a) choose the Selected Bidder in accordance with Clause 3.3.1, 3.3.2, 3.3.3 and 3.3.4; or
 - (b) take any such measure as may be deemed fit in the sole discretion of SUDA, including annulment of the Bidding Process.
- 2.6.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by SUDA, that one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LoI or entering into of the Concession Agreement, and if the Bidder has already been issued the LoI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by SUDA to the Bidder, without SUDA being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be. In such an event, SUDA shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to SUDA for, *inter alia*, time, cost and effort of SUDA, without prejudice to any other right or

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

remedy that may be available to SUDA.

B. DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Corrigendum/Addendum issued in accordance with Clause 2.9.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

I Formats for Qualification Bid

- Annexure A. Letter comprising the bid
- Annexure B. General information of Bidder
- Annexure C. Power of attorney for signing of bid
- Annexure D. Power of attorney for lead member of joint venture/consortium
- Annexure E. Proforma of bank guarantee for bid security
- Annexure F. Format for joint bidding agreement
- Annexure G. Technical capacity of Bidder
- Annexure H. Financial capacity of Bidder
- Annexure I. Bid checklist
- Annexure J. Format for submitting approach and methodology for Project Technical Proposal (C&T, Processing and Disposal)

II. Statement of Legal Capacity

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

III. Format of Financial Bid

IV. Format of Letter of Declaration

V. Scope of work

The Concession Agreement shall be deemed to be part of the Bidding Documents.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify SUDA by e-mail in accordance with Clause 1.4.10. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.4.11 or as given in NIT. Should SUDA deem it necessary to amend the RFP as a result of a request for clarification, it shall do so following the procedure as prescribed herein.
- 2.8.2 SUDA shall endeavor to respond to the questions/ queries raised or clarifications sought by the Bidders but no later than 10 (ten) days prior to the Bid Due Date. The responses of SUDA will be uploaded on the Website <https://wbtenders.gov.in> and www.sudawb.org shall not be communicated separately to the applicants.
- 2.8.3 SUDA may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by SUDA shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by SUDA or its employees or representatives shall not in any way or manner be binding on SUDA. SUDA shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, SUDA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring SUDA to respond to any question or to provide any clarification which will have material adverse effect on the bidding outcome.

2.9 Corrigendum/Addendum of RFP

- 2.9.1 At any time prior to the Bid Due Date, SUDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify/amend the RFP by the issuance of any Corrigendum/addendum. (“**Corrigendum/Addendum**”).
- 2.9.2 Any Corrigendum/Addendum issued hereunder shall be uploaded on the SUDA website www.sudawb.org and <https://wbtenders.gov.in> and shall form an integral part of the Bidding Documents. The relevant clauses of the Bidding Documents shall be treated as amended accordingly, in terms of corrigenda. It shall be sole responsibility of the Bidders to check SUDA’s official website from time to time for any such Corrigendum/Addendum. SUDA shall not be responsible for any negligence on part of the Bidder
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Corrigendum/Addendum into account, or for any other reason, SUDA may, at its own discretion, extend the Bid Due Date.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

C. PREPARATION AND SUBMISSION OF BIDS

2.10 Format and Signing of Bid

2.10.1 Bidders shall provide all the information sought under this RFP. SUDA will evaluate only those bids that are received in the required formats and complete in all respects.

2.10.2 Bidders interested to submit the bids shall get registered with the e-tendering portal and get a digital signature, and can download the RFP document from www.wbtenders.gov.in or www.sudawb.org.

2.10.3 The bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the Bidder. In case of a Joint Venture/ Consortium, the bid shall be digitally signed by a person duly authorized by the Lead Member.

2.10.4 In addition to the online submission of the bid, the Bidder will have to submit the original physical copy of the bid. In the event of any discrepancy between the copy uploaded on the e-tender portal and the hard copy submitted, the copy uploaded on the e-tender portal shall prevail.

2.10.5 The original physical copy of the bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. The person(s) signing the bid shall initial all the alterations, omissions, additions or any other amendments made to the bid. The bid shall contain page numbers and shall be hard bound.

2.10.6 Bid Submission

- i. The Bid shall comprise of the scanned copies of the following documents in one folder:

Statutory cover containing:

To be filled in QUALIFICATION BID folder:

- (i) Letter comprising the Bid given in Annexure A
- (ii) General Information of Bidder given in Annexure B
- (iii) Joint Bidding Agreement given in Annexure F (if the Bidder is a Joint Venture/ Consortium)
- (iv) Statement of Legal Capacity given in Appendix - II
- (v) Power of Attorney for signing of bid given in Annexure C and Power of Attorney for Lead Member of the Joint Venture/ Consortium given in Annexure D (if the Bidder is a Joint Venture/ Consortium).

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

- (vi) The scanned copy of the Bid Security being the Bank Guarantee as per format provided in Annexure E.
- (vii) Bid Checklist given in Annexure I.

To be filled in NIT folder:

- (i) Entire RFP, draft Concession Agreement and subsequent Addendum/ Corrigendum (if any) document signed by the authorized signatory who shall initial each page in blue ink.

To be filled in BoQ folder:

- (i) Bill of Quantity (BoQ) in the specified format i.e. the Tipping Fee in the form of rate of processing and disposal of per ton of Municipal Solid Waste including the cost of secondary collection and transportation. The Bidder is to quote the Tipping Fee online in the space marked for quoting the Tipping Fee in the BoQ.

Non-statutory (My Documents) cover containing:

To be filled in CERTIFICATE folder:

- (i) Details and Proof of Technical Capacity, as provided in Annexure G, with all supporting documents referred therein.

To be filled in COMPANY DETAILS folder:

- (i) Copy of documents of incorporation i.e. certification of incorporation and charter documents of the Bidder (all the member companies of the Joint Venture/ Consortium)

To be filled in FINANCIAL INFO folder:

- (i) Details and proof of Financial Capacity, as given in Annexure H with copies of Income Tax Returns, Balance Sheet, Profit and Loss Statement, Cash Flow Statement and Annual Report (in case the Bidder is a company) for the financial years 2016-2017, 2017-2018 and 2018-2019;
- (ii) GST Registration Certificate.

2.10.7 In case of failure to submit any of the above-mentioned documents (for both statutory and non-statutory cover) in respective folders, SUDA shall be entitled to summarily reject the bid.

2.10.8 The documents to be submitted for the physical copy of the bid shall include the following contents in the formats prescribed in Annexures/ Appendices of this RFP: -

QUALIFICATION BID ENVELOPE

Sl. No.	Content
1.	Letter Comprising the Bid

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

2.	General Information of Bidder
3.	Power of Attorney for Signing of Bid
4.	Power of Attorney for Lead Member of Joint Venture/ Consortium (if applicable)
5.	Original of Bank Guarantee towards Bid Security
6.	Joint Bidding Agreement (if applicable)
7.	Technical Capacity of Bidder
8.	Financial Capacity of Bidder
9.	Bid Checklist

FINANCIAL BID ENVELOPE

Sl. No	Content
1.	Financial Bid/BoQ as per the format given in Appendix III (without price quoted).

2.10.9 The Bidder shall submit only the documents mentioned as Qualification Bid above in an envelope duly sealed and marked as:

Envelope shall contain the documents pertaining to the Qualification Bid duly marking the envelopes **“Qualification Bid - Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga”**, and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand corner of the envelope.

2.10.10 The address for submission of the physical copy of the bid shall be the address of the office of SUDA.

2.10.11 If the envelope is not sealed and marked as instructed above, SUDA assumes no responsibility for the misplacement or premature opening of the contents of the bid submitted and consequent losses, if any, suffered by the Bidder.

2.10.12 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11 Bid Due Date and Time

2.11.1 Bids should be submitted before the time specified in Clause 1.4.11 or as given in NIT on the Bid Due Date at the address provided in Clause 2.1.6 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the office of the person specified at Clause 2.1.6.

2.11.2 SUDA may, in its sole discretion, extend the Bid Due Date and specified time by issuing

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

anCorrigendum/Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.12 Late Bids

Bids received by SUDA after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.13 Contents of the Bid

- 2.13.1 The Qualification Bid for the Project shall be furnished in the formats provided under Appendix – I.
- 2.13.2 The Financial Bid for the Project shall be furnished in the format at Appendix – III.
- 2.13.3 Generally, the SelectedBidder shall be the Selected Bidder, subject to the provisions of Clause 3.3.3.
- 2.13.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14 Modifications/ Substitution/ Withdrawal of Bids

- 2.14.1 The Bidder may modify, substitute or withdraw its Bid prior to the Bid Due Date. However, no Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- 2.14.2 The Bidder may substitute or withdraw the Bid by sending a letter signed by the authorized signatory of the Bidder and addressed to the person mentioned in Clause 2.1.6.
- 2.14.3 The substitution or withdrawal notice will be prepared, sealed, marked, and delivered at the address specified in Clause 2.1.6, with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate. The letter shall be addressed to person and the address mentioned in Clause 2.1.6.
- 2.14.4 If SUDA receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, and the hard copy of the Enclosures of Bid will be returned unopened.
- 2.14.5 If SUDA receives a withdrawal notice before the specified time on the Bid Due Date, then SUDA will return the Bid to suchBidder unopened.

2.15 Rejection of Bids

- 2.15.1 If any Bid received by SUDA is not submitted in accordance with this RFP, and/or not accompanied by the Bid Security as specified in Clauses 2.19, it may be summarily rejected.
- 2.15.2 Notwithstanding anything contained in this RFP, SUDA reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event thatSUDA rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

hereunder.

- 2.15.3 SUDA reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.16 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and SUDA.

2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising SUDA in relation to, or matters arising out of, or concerning the Bidding Process. SUDA will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. SUDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.18 Correspondence with the Bidder

Save and except as provided in this RFP, SUDA shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY

2.19 Bid Security

- 2.19.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.4.6 hereinabove in the form of a bank guarantee issued by a Scheduled Commercial Bank in India, in favor of the “State Urban Development Agency, West Bengal” encashable at Kolkata in the format set forth in Annexure E of Appendix –I (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time. Bank Guarantees from banks situated outside India may not be submitted by a bidder, even a foreign bidder.
- 2.19.2 SUDA shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.19.3 Save as provided in Clause 1.4.6 above, the Bid Security of unsuccessful Bidders will be returned

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

- by SUDA, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by SUDA.
- 2.19.4 The Selected Bidder(s) Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. SUDA may, at the Selected Bidder(s)' option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Concession Agreement.
- 2.19.5 SUDA shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.19.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that SUDA will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.19.6 The Bid Security shall be forfeited and appropriated by SUDA as Damages without prejudice to any other right or remedy that may be available to SUDA under the Bidding Documents and/or the Concession Agreement, or otherwise, under the following conditions:
- (a) if a Bidder submits a non-responsive Bid as per Clause 3.1.6.1;
 - (b) if a Bidder has a conflict of interest as specified in Clauses 2.1.18 and 2.1.19;”
 - (c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - (d) If a Bidder withdraws its Bid during the period of bid validity (180 days from Bid Due Date) as specified in this RFP and as extended by the Bidder from time to time;
 - (e) In the case of Selected Bidder(s), if it fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LoI;
 - (ii) to sign the Concession Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed thereof in the Concession Agreement;
 - (f) In case the Selected Bidder(s), having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.
- 2.19.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned/refunded within a period of 90 (ninety) days from Bid Due Date.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Qualification Bids

- 3.1.1 SUDA shall open the Qualification Bid online on the date and time specified in Clause 1.4.11 or as given in NIT in the presence of authorized person(s) Bidders who choose to attend.
- 3.1.2 SUDA will subsequently examine and evaluate the Qualification Bid in accordance with the provisions set out in this Section 2 and Section 3. SUDA shall also open hard copy of the Technical Bids on the date and time as specified in Clause 1.4.11 or as given in NIT heretoand in the presence of the authorized person(s) of Bidders who choose to attend. Such hard copy shall only be used for comparison and not for evaluation.
- 3.1.3 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, SUDA may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder under this RFP.
- 3.1.4 To facilitate evaluation of Qualification Bid, SUDA may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Qualification Bid. Such clarification(s) shall be provided within the time specified by SUDA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 3.1.5 If a Bidder does not provide clarifications sought under Clause 3.1.4 above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, SUDA may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of SUDA.
- 3.1.6 Tests of responsiveness**
- 3.1.6.1 As a first step towards evaluation of Qualification Bids, SUDA shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (a) it is received as per the format at Appendix – I (Annexure A to J);
 - (b) it is received by SUDA on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.11.2;
 - (c) it is accompanied by the Bid Security as specified in Clause 2.19.
 - (e) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.14and in the case of a Joint Venture/Consortium, it is accompanied additionally by the Power of Attorney as specified in Clause 2.2.3 (b) (i);
 - (f) it does not contain any condition or qualification;

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

- (g) it is accompanied by the Joint Bidding Agreement (only for Joint Venture/Consortium), specific to the Project, as stipulated in this RFP;
 - (h) it contains all the information and documents (complete in all respects) as requested in this RFP and in the formats specified herein; and
 - (i) it is not non-responsive in terms hereof.
- 3.1.6.2 SUDA reserves the right to reject any Qualification Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by SUDA in respect of such Qualification Bid. Provided, however, that SUDA may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Qualification Bid.
- 3.1.7 The Bidders considered responsive in terms of Clause 3.1.6.1, shall be evaluated further to assess and determine their Technical Capacity and Financial Capacity to execute the Project. The responsive Bidders shall be called for a presentation as per description in **Annexure–J** to showcase their Approach and Methodology for all the project components. Based on the quality of their submission, scores shall be allocated by SUDA.
- 3.1.8 The Bidders shall be evaluated on the basis of the of Bidder's experience as per the Minimum Eligibility Criteria set forth in Clause 2.2.2.1 and quality of their submissions made in the "Approach and Methodology" and "Presentation on Remediation and Reclamation Plan". Only those Bidders whose Qualification Bid get a score of 70 (seventy) marks or more out of 100 (one hundred) as per the scoring criteria specified in Clause 2.2.2.2, shall become Qualified Bidders.”
- 3.1.9 After evaluation of Qualification Bids, SUDA will publish a list of Qualified Bidders whose Financial Bids shall be opened. SUDA shall notify other Bidders that they have not been technically responsive. SUDA will not entertain any query or clarification from the Bidder(s) who fail to qualify.

3.2 Opening and Evaluation of Financial Bids

3.2.1 SUDA shall inform the venue and time of online opening of the Financial Bids to the Qualified Bidders through e-procurement portal and e-mail. SUDA or its authorized representatives, shall decrypt all Financial Bids (including the Tipping Fee quoted using the BoQ) submitted by the Qualified Bidders and copy them in any storage device such as a compact disc, pen drive or hard drive. SUDA shall prepare a record of opening of the Financial Bids and publish the results thereof in the e-tendering portal.

3.3 Selection of Bidder

3.3.1 For the Qualified Bidders, Tipping Fee quoted using the BoQ will be decrypted and a table of the Financial Bids of all the Qualified Bidders will be made for the purpose of evaluation. The Tipping Fee quoted using the BoQ of all the responsive Bidders shall be treated at par. SUDA shall only consider the rate quoted in the BoQ for determination of the Selected Bidder. No other evaluation criteria or methodology shall be permitted.

3.3.2 Subject to the provisions of Clause 3.3.3, the Bidder whose Qualification Bid is adjudged as responsive in terms of Clause 3.1.6, scores at least 70 (seventy) marks as per Clause 2.2.2.2 and who offers the lowest Tipping Fee to SUDA, shall be declared as the Selected Bidder (the “**Selected Bidder**”). Subject to Clause 3.3.3 below, in the event that 2 (two) or more Qualified Bidders are determined, in terms hereof, as Selected Bidder (the “**Tie Bidders**”), then such Tie Bidders shall be asked to further submit a best and final offer quote (“**Best and Final Offer**”) which shall be lower than their common L1 quote for being eligible for consideration; and in such event Bidder offering the lowest Tipping fee quote among them shall be the Selected Bidder; or in case the tie still persists in such second round, then SUDA may annul the bidding process and may invite fresh Bids.

3.3.3 In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance (the “**First Round of Bidding**”) as the Selected Bidder for the Project, SUDA may invite all the remaining Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and shall invite all the remaining Bidders to match the bid of the aforesaid Selected Bidder (the “**Second Round of Bidding**”). If in the Second Round of Bidding, only one Bidder matches the aforesaid Selected Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Selected Bidder in the Second Round of Bidding, then the Bidder whose Bid was ranked higher as compared to other Bidder(s) in the First Round of Bidding shall be the Selected Bidder. For example, if the third and fifth ranked Bidders in the First Round of Bidding offer to match the said first ranked Bidder in the Second Round of Bidding, the said third rank Bidder shall be the Selected Bidder. If none of the Qualified Bidders match the Financial Bid of such Selected Bidder, SUDA shall annul the Bidding Process and may call for fresh Bids.

3.3.4 After selection, a Letter of Intent (the “**LoI**”) (format for which has been provided in Appendix – IV) shall be issued, in duplicate, by SUDA to the Selected Bidder and the Selected Bidder shall,

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

within 7 (seven) days of the receipt of the LoI, sign and return the duplicate copy of the LoI in acknowledgement thereof. In the event the duplicate copy of the LoI duly signed by the Selected Bidder is not received by the stipulated date, SUDA may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoI, and the next eligible Bidder may be considered.

- 3.3.5 After acknowledgement of the LOI, the Selected Bidder shall incorporate a Special Purpose Vehicle for the sole purpose of execution of the Project (the “SPV”), in terms of the provisions of this RFP, within 2 (two) weeks from the date of acknowledgement of the LOI. The SPV shall execute the Concession Agreement with SUDA, and the Selected Bidder/ members of the Joint Venture/ Consortium shall be confirming parties in the Concession Agreement. The Selected Bidder/ SPV shall not be entitled to seek any form of deviation in the Concession Agreement or enter into any form of negotiation with SUDA, in the event of which the Bid Security shall stand forfeited.

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time SUDA makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, SUDA and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoI and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LoI or the Concession Agreement, SUDA shall reject a Bid, withdraw the LoI, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, SUDA shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to SUDA hereunder or otherwise.
- 4.2 Without prejudice to the rights of SUDA under Clause 4.1 hereinabove and the rights and remedies which SUDA may have under the LoI or the Concession Agreement, if a Bidder or Concessionaire, as the case may be, is found by SUDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoI or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by SUDA during a period of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by SUDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**corrupt practice**” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of SUDA who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoI or has dealt with matters concerning the Concession Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of SUDA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
 - b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) “**coercive practice**” means impairing or harming, or threatening to impair or harm,

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by SUDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid Conferences of the Bidders shall be convened on the date mentioned in Clause 1.4.11 or as given in NIT of this RFP, at the designated date, time and place. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of SUDA's letter from the Bidder.
- 5.2 During the course of Pre-Bid Conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of SUDA. It shall endeavor to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. However, SUDA reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring SUDA to respond to any question or to provide any clarification.
- 5.3 SUDA may also on its own motion, if deemed necessary, issue interpretations, clarifications and Addenda. All clarifications and interpretations issued by SUDA shall be deemed to be part of the RFP. Any Corrigendum/Addendum thus issued will be uploaded in the website <https://wbtenders.gov.in> and www.sudawb.org Verbal clarifications and information given by SUDA or its employees or representatives shall not in any way or manner be binding on SUDA.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata or Courts at Barasat and Barrackpore, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 6.2 SUDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to SUDA by, on behalf of, and/or in relation to any Bidder; or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases SUDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, present or future.
- 6.4 SUDA may waive any non-conformity in the bid that does not constitute a material deviation, reservation or omission. SUDA may request that the Bidder submit information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Tipping Fee quoted in the BoQ. Failure of the Bidder to comply with the request of SUDA may result in the rejection of its bid. For the purpose of this RFP, a material deviation, reservation, or omission is one that, (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the contract; or (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights SUDA, or the Bidder's obligations under the proposed contract; or (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.”

7. APPENDICES

APPENDIX-I: FORMATS FOR QUALIFICATION BID

ANNEXURE-A: LETTER COMPRISING THE BID

Dated:

To

.....
.....

Tel:

Sub: “Bid for Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga”

Dear Sir,

1. With reference to your RFP document dated *****, we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project(s). The Bid is unconditional and unqualified.
2. We acknowledge that SUDA will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.”
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the Project(s).
4. We shall make available to SUDA any additional information it may find necessary or require to supplement or authenticate the Bid.
5. We acknowledge the right of Tsuda to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

6. We certify that in the last 3 (three) years, we/ any of the Joint Venture/Consortium Members have neither failed to perform on any contract, as evidenced by a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We declare that:
 - a) We have examined and have no reservations to the Bidding Documents, including any Corrigendum/Addendum issued by the SUDA;
 - b) We do not have any Conflict of Interest in accordance with Clause 2.1.18 of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public-sector enterprise or any Authority, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause 2.6.2 of the RFP.
9. We declare that we/ any Member of the Joint Venture/Consortium are/ is not a Member of any other Joint Venture/Consortium submitting a Bid for the Project.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. We further certify that no Director/ Partner/ Member/ Trustee of our Company/ Partnership/ LLP/ i.e. M/s _____ have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Court of Law.
13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate SUDA of the same immediately.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members who shall each hold at least 26% (twenty six per cent) of the subscribed equity share capital in the SPV/Concessionaire until the third anniversary of achievement of COD and undertake that Lead Member of the Consortium/Joint Venture shall hold at least 51% (Fifty one percent) of the subscribed equity share capital of the SPV/Concessionaire and in accordance with the Concession Agreement.

We acknowledge further that all the Members of the proposed Consortium/Consortium shall jointly and collectively hold 51% of the subscribed equity share capital of the SPV/Concessionaire until the completion of the third anniversary of the achievement of COD.

14. We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform SUDA forthwith along with all relevant particulars and SUDA may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Intent, as the case may be. We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Effective Date, it would, notwithstanding anything to the contrary contained in the Concession Agreement be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without SUDA being liable to us in any manner whatsoever
15. We understand that the Selected Bidder shall be an existing *{Company/ Partnership/LLP, etc.}* incorporated under relevant laws of India or from outside India under equivalent law and shall incorporate a company under the Companies Act prior to execution of the Concession Agreement to act as the Concessionaire. SPV shall be incorporated solely for the purposes of execution of the Project and not for undertaking any other business. Also, apart from not seeking any changes in the draft CA, we shall not enter into any post-tender negotiations with SUDA.
16. We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SUDA in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project(s) and the terms and implementation thereof.
17. In the event of our being declared as the Selected Bidder, we agree to enter into a Concession Agreement in accordance with the draft that has been provided to our prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
18. We have studied all the Bidding Documents carefully and also surveyed the sites. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by SUDA or in respect of any matter arising out of it.
19. The fee quoted, as specified in the Financial Bid, has been quoted by our after taking into consideration all the terms and conditions stated in the RFP; Concession Agreement, our own estimates of costs, volumes and after a careful assessment of the state and all the conditions that may affect the Bid.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

20. We offer a Bid Security of Rs of 56,92,000 /- (Rupees Fifty six Lakh Ninety Two Thousand only) for the Project to SUDA in accordance with the RFP.
21. The Bid Security in the form of a Bank Guarantee as attached in Annexure E.
22. We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, We shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our Bid is not opened.
23. We agree and undertake to abide by all the terms and conditions of the RFP.
- {23. *We, the Joint Venture/Consortium agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till the Term of the Project in accordance with the Concession Agreement.*}
24. We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP

In witness thereof, we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the Authorised signatory)

Place: (Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

ANNEXUREB: GENERAL INFORMATION OF BIDDER

1. Details of Bidder

- (a) Name:
- (b) Country of incorporation and MOA/PAN:
- (c) Address of the corporate headquarters and its branch office(s), if any, in India:
- (d) Date of incorporation and/ or commencement of business and GST certificate details:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for SUDA:

- (a) Name:
- (b) Designation:
- (c) Company:
- (d) Address:
- (e) Telephone Number:
- (f) E-Mail Address:

4. Particulars of the Authorized Signatory of the Bidder:

- (a) Name:
- (b) Designation:
- (c) Address:
- (d) Phone Number:

5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement should be attached to the Bid
- (c) Information regarding the role of each Member should be provided as per table below:

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

S.No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

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

Name of Bidder/Member of Consortium

S. No.	Criteria	Yes	No
1.	Has the Bidder constituent of the Consortium been barred by the [Central/ State] Government, or any entity controlled by it from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/Consortium paid liquidated damages of more than 5% (five per cent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

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

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

ANNEXURE C: POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on Stamp Paper of Rs.100/-)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name).....son/daughter/wife of..... and presently residing at, who is presently employed with us/the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (here in after referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for **Bid for Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga** ("Project") proposed or being developed by SUDA including but not limited to signing and submission of all applications, Bids and other documents and writings, providing information/ responses to SUDA, representing us in all matters before SUDA, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with SUDA in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with SPV, SUDA and the Selected Bidder as confirming party.

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

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2019.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

Notes:

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

Wherever required, the Bidder should submit for verification the extract of the charter documents such as a board or shareholder's resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostle certificate.

Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

ANNEXURE D: POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE/CONSORTIUM

(To be executed on Stamp Paper of Rs. 100/-)

Whereas SUDA has invited applications from interested parties for the **Bid for Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga** Whereas,,,and (collectively the Consortium) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, Having our registered office at,

M/s, Having its registered office at,

M/s, Having its registered office at,

(herein after collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. Having our registered office at, being one of the Members of the Consortium, as the Lead Member and true lawful attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and; in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with SUDA, and/ or any other Government Agency or any person, in all matters in connection with or relating or arising out of the Consortium's bid for the Project and/or upon award thereof till the Concession Agreement is entered into with SPV/SUDA and the Selected Bidder as confirming party.

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

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF20

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

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

Notes:

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

Also, wherever required, the Bidder should submit for verification the extract of the charter documents

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Power of Attorney executed abroad should conform to the provisions of Notaries Act, 1952 and Indian Stamp Act, 1899.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

ANNEXURE E: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(to be executed on Rs. 100/- non judicial stamp paper)

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary : State Urban Development Agency, having its office at ILGUS Bhaban, HC BLOCK, Sector III, Salt Lake City, Kolkata700106

A/C No. :

Bank name and branch :

IFSC Code :

B.G. No.

Dated: [•]

1. We have been informed that [•] [insert name of the Bidder] (hereinafter called "the Bidder") intends to submit its Bid (hereinafter called "the Bid") for Selection of Concessionaire for **Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga**, under Request for Proposal bearing Bid Reference No. [•] dated [•] (hereinafter called the "RFP").

2. Furthermore, we understand that, according to your conditions, the Bid must be supported by a Bid Security.

3. At the request of the Bidder, we, [•] [insert name of the Bank], having our branch at, Kolkata, hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. **56,92,000/-** (Rupees **Fifty Six Lakh and Ninety Two Thousand** only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the terms and conditions of the RFP, without any demur, reservation, recourse, contest or protest and without reference to the Bidder, which may include the following:-

- (a) If the Bidder withdraws its bid during the Bid Validity Period;
- (b) if a Bidder submits a non-responsive Bid as per Clause 3.1.6.1 of the RFP;
- (c) if a Bidder has a conflict of interest as specified in Clauses 2.1.18 and 2.1.19
- (d) If the Bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in Section 4 of the RFP;
- (e) If the Bidder upon being declared as the Selected Bidder fails to:
 - i) to sign and return the duplicate copy of Letter of Intent;
 - ii) to sign the Concession Agreement;

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

iii) furnish a Performance Security in within the period prescribed in the Concession Agreement;

(f) If the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

(g) If the Bidder is otherwise in breach of the terms of the RFP.

4. Any such written demand made by the State Urban Development Agency stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP shall be final, conclusive and binding on the Bank.

5. This guarantee will expire: (a) if the Bidder is the Selected Bidder, upon receipt of the Performance Security by you, and (b) if the Bidder is not the Selected Bidder, (i) return of the Bank Guarantee by you as per the terms of the RFP, or (ii) upon expiry of 180 days from the date hereof.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

7. This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of State Urban Development Agency.

8. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. [•], its [•] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

ANNEXURE F: FORMAT FOR JOINT BIDDING AGREEMENT

(Refer Clause 2.2.3 (b) (iv)

(To be executed on Stamp paper of appropriate value)

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

AMONGST

1. Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. Limited, a company/partnership/LLP/proprietorship incorporated/registered under [***] and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

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

WHEREAS,

(A) **State Urban Development Agency, West Bengal** and having its principal office at ILGUS Bhawan, HC Block, Sector-III, Bidhannagar Kolkata-700106 including its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Proposal No. dated (the “**RFP**”) for **Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga** (the “**Project**”) through public private partnership.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**SPV**”) under the Indian Companies Act, 2013 for entering into a Concession Agreement with SUDA for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

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

(a) Party of the First Part shall be the Lead member of the Consortium (the shareholding of the Lead Member should be at least 51%) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the duration of the Project;

(b) Party of the Second Part shall be responsible for *[insert role]*

{(c) Party of the Third Part shall be *[insert role]*

5. Joint and Several Liability

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

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

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

6.2 The Parties shall ensure that the Parties shall: (i) collectively hold at least 51% (fifty one percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 years from COD; and (ii) each of the Parties whose Technical Capacity and Financial Capacity was taken into consideration shall each hold 26% (twenty six percent) shareholding in the paid up and subscribed equity of the concessionaire/SPV until expiry of 3 years from COD .

6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

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

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

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

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

8. Termination

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

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of SUDA.

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

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of</p> <p>LEAD MEMBER by:</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p>	<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of</p> <p>SECOND PART</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p>
<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of</p> <p>THIRD PART</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p>	

Notes:

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

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

ANNEXURE G: TECHNICAL CAPACITY OF BIDDER

Bidder/Member: *[insert name]*

Item	Particulars of the Project
Title of the Project	
Nature of the project	
Entity for which the project was constructed/Developed	
Location	
Project capacity & Project cost	
Date of commencement of project/ contract	
Date of commissioning	
Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)	

Instructions:

- Bidders are expected to provide information in respect of each Eligible Project in this Annexure. Bidders should also refer to the Instructions below.
- A separate sheet should be filled for each Eligible Project.
- Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
- The Bidders shall be required to attach completion certificate/client certificate/LoI/statutory auditor's certificate for each of the Projects submitted in this annexure for the purpose of demonstration of proof.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

ANNEXURE H: FINANCIAL CAPACITY OF THE BIDDER (In Rs. crore)

[To be submitted in this format and after certification by statutory auditor]

Bidder Type	Member Code	Turnover (Avg. for Past 3 Years)	Turnover (3 Years)		
			Year 1	Year 2	Year 3
Single entity Bidder					
Consortium Member 1					
Consortium Member 2					
Consortium Member 3					
TOTAL					

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and annual reports for 3 years preceding the Bid Due Date. The financial statements shall:
 - a. Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. Be audited by a statutory auditor;
 - c. Be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. The Bidder shall provide Statutory Auditor's certificate/Chartered Accountant certificate specifying the Turnover a

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

ANNEXURE I: BID CHECKLIST

S. No	Item	Checked by Bidder	Checked by SUDA
1	Letter comprising the Bid (Appendix – I - ANNEXURE A);		
2	General Information of Bidder (Appendix – I -ANNEXURE B)		
3	Power of Attorney for signing of Bid in the prescribed format duly supported by a charter document or board resolution in favour of executants (Appendix – I - ANNEXURE C);		
4	If applicable, the Power of Attorney for Lead Member of Joint Venture/ Consortium in the prescribed formatduly supported by a charter document or board resolution in favour of executants (Appendix – I - ANNEXURE D);		
5	Bid Security in the prescribed format (Appendix – I -ANNEXURE E);		
6	Joint Bidding Agreement (in case of Joint Venture/ Consortium) (Appendix – I - ANNEXURE F);		
7	Letter of Declaration (Appendix -IV)		
8	Technical Capacity of the Bidder (Appendix – I -ANNEXURE G);		
9	Financial Capacity of the Bidder (Appendix – I -ANNEXURE H);		
10	A copy of the bid documents, Concession Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney		
11	Project Plan, Approach and Methodology		

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

ANNEXURE J: TECHNICAL PROPOSAL DETAILS

Technical Proposal should comprise of detailed note on proposed Technical approach, methodology and project plan covering the following details:

- (a) Equipment, vehicles/e-vehicles, storage bins etc. requirement for secondary Collection and Transportation of segregated waste along with plan for 100% segregated transportation of waste into organic/inorganic components.
- (b) Area requirement for processing and SLF sites
- (c) Key assumptions in development of processing plant and basis of proposed capacity.
- (d) Key assumptions in development of Sanitary landfill site and basis of designed capacity, area requirement.
- (e) Details of Proposed technology for processing of waste
- (f) Source of technology and technology tie-up.
- (g) Processing products along with their Quantity (Ton/day etc.)
- (h) Market tie-up for sale of processing products
- (i) Project Plan including schedule for equipment replacements and capacity additions at regular intervals.
- (j) Organization and Staffing/Manpower details (C&T, Processing, Disposal)
- (k) Environment Management Plan
- (l) Assessment of Risk and mitigation plan
- (m) Key approvals and clearances
- (n) Total Investment Proposed and Funding / Financing plan, Project Financial aspects – Capital Cost, Operation and Maintenance Cost, Revenues etc.
- (o) Project Timelines

Bidders would be required to submit information on key assumptions for the Project (Key Assumptions) based on their estimates of various parameters pertaining to the Project. Key Assumptions must include (but not limited to) information on the following:

- (a) Project Cost Estimates
- (b) Details of Preliminary Expenses
- (c) Base Construction Cost
- (d) Contingencies
- (e) Details of Pre-Operative Expenses
- (f) O&M Cost
- (g) Processing product quantities in Ton/days or MW and estimated revenues

Note: The Bidder may be invited to make a presentation on approach, methodology and project plan to judge their understanding of the project.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

APPENDIX- II: STATEMENT OF LEGAL CAPACITY

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

Ref.

Date:

To

Director

State Urban Development Agency.

ILGUS Bhawan, HC Block,

Sector-III, Bidhannagar

Kolkata-700106

Dear Sir:

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document. We have agreed that (insert member's name) will act as the Lead Member of our Consortium. *

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

APPENDIX- III: FORMAT FOR FINANCIAL BID/BOQ

[ONLY FOR REFERENCE; RATE TO BE FILLED AND UPLOADED ONLINE ONLY]

Date:

To,
 The Director,
 SUDA, West Bengal.
 State Urban Development Agency.
 ILGUS Bhawan, HC Block,
 Sector-III, Bidhannagar
 Kolkata-700106

Re: Request for proposal for Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga”

Dear Sir,

We are pleased to submit our Financial Bid/BoQ for Development of Designed Capacity of Solid Waste Management Project for Ashokenagar,-Kalyangarh, Habra, Gobardanga under DBFOT (Design, Build, Finance, Operate and Transfer) structure.

S.no.	Description	Rate including all applicable taxes but excluding GST (Rate in Figure)	Rate including all applicable taxes but excluding GST (Rate in Word)
1	Tipping Fee per ton of waste for the first year of operation (Project Component includes (i) Remediation of legacy waste (ii) Infrastructure for secondary storage of waste, Collection and Transportation of Waste from Secondary Collection Points; (iii)Setting up Transfer station, Processing and Disposal facility/SLFfor municipal solid waste (iv) Operations and Maintenance of Processing and Disposal Facility	*Leave Blank	*Leave Blank

In witness thereof, I/we submit this Financial Bid under and in accordance with the terms of the RFP document no.....

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

Yours faithfully

Authorized signatory

(Name & seal of the Bidder)

Date:Place:

Bidder to note the following while filling-up the BOQ:

- The Bidders shall essentially submit the price bid online as provided above for first year during the term.
- The quoted amount must include two places of decimals.
- It may be noted the tipping fee from the second year of operations would be increased at the rate of 3% per annum.
- Above quoted Tipping fee is forbioremediation of legacy waste present at AshokenagarSite, collection and transportation waste fromSCP at Participating Municipalities development and operation of Processing facility for Waste at Ashokenagar site development and operation activities at SLF.
- Bidder shall be eligible for 40% of tipping feeduring quoted by the Bidder; i.e. for collection and Transportation of fresh waste from SCP to the processing plantprior to COD.
- The price quoted by the Bidder shall be excluding GST or any other applicable taxes.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

APPENDIX IV: LETTER OF DECLARATION

(The Letter of Declaration is to be submitted by EACH Member in case of Joint Venture/Consortium)

Date: _____

Place: _____

To

The Director,

SUDA, West Bengal.

State Urban Development Agency.

ILGUS Bhawan, HC Block,

Sector-III, Bidhannagar

Kolkata-700106

Dear Sir/Madam,

Sub: “Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga”

This has reference to the Bid being submitted by _____ (mention the name of the Bidder/ Lead Member of the Bidding Joint Venture/Consortium), as sole Bidder/ Lead Member of the Bidding Joint Venture/Consortium comprising _____ (mention name(s) of the Members) in respect of Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga in response to the Request for Proposal (“RFP”) issued by the SUDA dated _____.

We hereby confirm the following:

1. We _____ (name of the Bidder/ Member furnishing the Letter of Declaration), have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
 - For the purpose of all subsequent communications with SUDA the Bidder shall be represented by _____ (Mention name of the authorized representative of the Bidder/ Lead Member);
 - *{The Joint Bidding Agreement has been signed between/among _____ (names of the Members), as members of the bidding Joint*

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

*Venture/Consortium; and the bid is being submitted on behalf of the Consortium/Joint Venture _____ (name of the Lead Member).}*¹

2. We have satisfied ourselves regarding our role as _____ (here give a brief description of the role) in the Project as specified in the Bid. If the Bidder/ bidding Joint Venture/Consortium is awarded the Project, we shall perform our role as outlined in the Bid to the best of our abilities. We have examined the Bid in detail and the commitments made in the same. We agree and undertake to abide by the Bid and the commitments made therein.
3. We authorize _____ (name of the authorized representative of the Bidder/Lead Member), as the Lead Member and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the Joint Venture/Consortium, in respect of this Project.
4. *{We understand that, no change in the membership in the Joint Venture/Consortium, in the role and form of responsibility of any Member shall be permitted after submission of the Bid. If any change in the membership of the Joint Venture/Consortium is desired, it would need to be communicated to SUDA in writing for its approval. SUDA would reserve the right to reject such requests for a change of Joint Venture/Consortium structure, if in its opinion; it would adversely affect the same.}*²

For and on behalf of:

[Signature]

(Authorised Representative and Signatory)

Name of the Person:

Designation:

APPENDIX- V: SCOPE OF WORK

¹ Applicable only in case of a Joint Venture/ Consortium.

² Applicable only in case of a Joint Venture/ Consortium.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

A. Scope/Obligation of the Bidder

1. BIOREMEDIATION

- 1.1 The concessionaire will be given earmarked land area for reclamation and legacy waste from Habra and Gobardanga shall also be brought at the Ashokenagar site and will be subjected to bioremediation.
- 1.2 The Bidder should conduct a Drone Survey at their own cost. Initial and final contour level survey for determination of volume of waste has also to be done by the Bidder at their own cost.
- 1.3 Excavate the existing mixed dumped garbage and sieve the waste through mechanical sieving machines/ any other equipment at the cost of the Concessionaire/Bidder.
- 1.4 The concessionaire shall deploy sufficient machinery, manpower and required resources to execute the project scope within the project duration.
- 1.5 Construction of temporary shed, platform and creation of facilities for handling, separating, segregating, storing and quantifying of the excavated MSW and processing material
- 1.6 Construction/Provision of temporary site office, water, power, sanitation facilities to workers as per statutory standards.
- 1.7 The Concessionaire shall take necessary steps and processes to minimize environmental pollution while carrying out remediation/ reclamation of legacy waste at the Dumpsite. The Concessionaire shall take all reasonable steps to ensure to undertake required efforts to mitigate the impact of odor and dust. Also, ensure treatment of leachate from legacy waste prior to its disposal. The Concessionaire shall mitigate menace caused by flies, rodents and bird and fire hazards in and around the Dumpsite during the period of reclamation.
- 1.8 The Bioremediation activity should be carried out in accordance with *Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste),2019*.
- 1.9 Excavate and segregate MSW into as many kinds and categories as possible. Maximize the separation of recyclables viz. glass, metal etc. from the Ashokenagar Dumpsite. Maximize the separation of waste into useful components such as compost, soil conditioner, recyclables, raw RDF, filler material (Soil, C&D) and un-useful material from the Dumpsite.
- 1.10 Baling, packing, stacking, storing and sale of non-recyclable fraction of high calorific as raw material to RDF producer/ user or sale to waste to energy or co-processing in cement plants or to thermal power plants.
- 1.11 Set up an eco-friendly processing system in order to reduce the impact of the dumping site on the adjacent areas.
- 1.12 Set a soil (in accordance with IS: 2720) and ground water baseline (in accordance with IS: 10500) so that the same will be available to evaluate post Bio- Mining and Remediation/ Reclamation of the dumpsite.
- 1.13 Monitor ground water quality (in accordance with CPCB norms), work zone air quality and ambient air quality monitoring within the site from NABL accredited laboratories/agencies and submit the report on quarterly basis.
- 1.14 Carry out leachate management of existing leachate (if any) at the site in accordance to the applicable rules and regulations.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

- 1.15 The record of weighment of processed waste sold to recyclers and also the rejects shall be maintained after measuring their weight in computerized weigh-bridge. All recyclables going out of the site boundary and rejects stored separately have to be weighed and record to be maintained by the concessionaire.
- 1.16 Provide on-site storage facility for various fractions of processed waste and proper channelization further for sale or reuse to industry/vendors.
- 1.17 Ensure arrangement for water and power supply at site. Adequate power back-up shall be ensured for smooth operation of processing plant, lighting of work area and water requirements.
- 1.18 The Concessionaire shall take all Applicable Permits and approvals in sequence and comply with the CPCB and WBPCB norms therein from time to time.
- 1.19 The Concessionaire shall make reasonable endeavors to maximize the utilization of the waste from the dumpsite and for this purpose shall ensure that maximum waste is utilized / reused by the Concessionaire, so as to produce products/outputs such as soil enricher/compost, recyclables, RDF and products from construction and demolition waste.
- 1.20 Selling, diverting for recycling, marketing and recycling the excavated materials within 15 (fifteen days) of segregation, without any accumulation in the storage facility at the project site will be the responsibility of the Bidder.
- 1.21 The Concessionaire also needs to cater to the incoming fresh waste to this dumpsite during the course of reclamation activity. The Concessionaire shall, in consultation with KMC, designate an area within the dumpsite for deposition of fresh solid waste. All Fresh waste shall be dumped in the dumping site only at designated locations based on discussions and plan layout discussed between the Bidder and SUDA. The fresh waste shall be considerably decomposed to be called as legacy waste subjected to Bioremediation. The Concessionaire shall ensure that waste (not older than 2 months) shall remain at site, at commencement of operations of processing plant.
- 1.22 While reclaiming and excavating MSW from the present open dumpsite following aspects must be handled carefully
 - a. Exposure to hazardous material, leachate, gases, odor etc.
 - b. Contaminated wastes that maybe uncovered during reclamation operations require special handling and disposal requirements
 - c. Precautions must be taken while excavating as it releases gases like methane, Sulphur dioxide and other gases which causes explosion and fire
- 1.23 The Concessionaire shall 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.
- 1.24 The Concessionaire to ensure that un-usable fraction of solid waste/rejects should not exceed more than 20% of total legacy waste quantity present in the SLF site handed over to the Concessionaire. The un-usable fraction shall be stored at an identified location, over HDPE sheets after their weighment. Record of weight of rejects shall be properly maintained. Rejects beyond 20% quantity shall be disposed-off by the concessionaire in accordance with the applicable regulations, not limited to MSW Rules, 2016, CPCB guidelines, at its own risk

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

- 1.25 Disposal of the recovered material from the legacy waste to the identified vendors without stocking them at site.
- 1.26 Be responsible for development and maintenance of infrastructure, facilities and amenities for sieving the excavated garbage and storing the segregated materials etc. at their own risk and cost. Provide adequate number of processing machines for achieving its daily target of handling at least 1500-2000 Metric Tons of Waste per day.
- 1.27 The Project and other projects facilities shall be designed in such capacity that the entire waste at 3 municipalities to be processed/bio-remediated, taken out and processed within the period of 3 months from the compliance date/Contract Period.
- 1.28 Provide weighbridge to measure the quantity of waste subjected to Biomining at dumpsite and rejects going out of the Dumpsite as approved by SUDA. The Concessionaire shall ensure that the weighbridge is installed from the start date of remediation activity. The weighing system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighing system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by SUDA/Municipality officials and other competent authorities.

Conditions for Weigh Bridge:

- a. It shall be fully online electronic with real time monitoring systems, 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 competent authorities.
 - b. It shall be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition IP based cameras in adequate numbers shall be provided by the Operator.
 - c. CCTV Recordings of operation of weighing system shall be provided as and when required by SUDA/Municipality officials and competent authorities.
- 1.29 Deploy the necessary manpower, materials, equipment, tools to the site. The Concessionaire shall be responsible for construction of plants, sheds, support facilities for handling, separating, segregating and storing for the operation of the plant.
 - 1.30 Provide security arrangements for the planned project site, machineries, equipment etc. at the cost of the Concessionaire / Concessionaire.
 - 1.31 Legacy C&D waste if found during excavation, sorting/segregation and final disposal of such legacy C&D Waste shall be the sole responsibility of the Concessionaire. The Concessionaire shall be free to explore alternate uses for C&D waste as per the C&D Waste Rules, 2016. Further, if the said C&D Waste is found to be lying around the Ashokenagar dumpsite or found to be not properly disposed of, the Concessionaire shall be liable to be penalized for the same in accordance with the terms of the Concession Agreement.
 - 1.32 Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

- 1.33 The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, Compost, soil conditioner, raw RDF, C&D, Soil or any other by-product materials shall go to the Concessionaire account.
- 1.34 The Concessionaire shall use the reclaimed land area for development of Processing plant *i.e 150 TPD RDF and Compost plant, 20 TPD Bio methanation plant at Ashokenagar site*
- 1.35 Carrying out the entire project work in accordance with the Detailed Plan of Action and schedule proposed by Bidder and approved by the SUDA.
- 1.36 Ensure use of only covered body vehicles for the transportation of materials at the cost of the Concessionaire
- 1.37 Providing security arrangement for the project site, machineries, equipment etc. at its own cost
- 1.38 The Concessionaire shall ensure that SUDA is provided with adequate information of any event or any other matter affecting the Project Facilities to enable them to control/minimize any adverse consequences.
- 1.39 The frequency and formats for the reports to be submitted shall be finalized in consultation with the SUDA and form part of the O&M Plan and Operations Protocol.
- 1.40 The following data should be included in the progress reports submitted by the Concessionaire:
 - a) Daily excavated waste quantity with extent of area reclaimed.
 - b) Quantity of waste segregated in each day.
 - c) Quantity of waste taken out in each day including RDF, recyclable material, bio-soil, C&D and residual solid waste etc. as far as category wise.
 - d) Leachate generation and management reports
 - e) Inert and Product Quality test reports as and when made.

2. SETTING UP OF OFOF TRANSFER STATIONS AND SECONDARYTRANSPORTATION OF WASTE TO THE PROCESSING FACILITIES

- 2.1 Development of transfer stations at its own cost at specified locations identified jointly by respective municipality and Concessionaire and allocated for the project, including the operation and maintenance of the same.
- 2.2 Procurement of Bulk Refuse Carriers and transportation of Municipal Solid Waste (MSW) through Bulk Refuse Carriers, from the transfer stations to the Vellalore site and the operation and maintenance of the same
- 2.3 The Concessionaire has to build and operate the transfer stations including weigh-bridges, procure Bulk Refuse Carriers & transport the MSW from transfer station through Bulk Refuse Carriers to the processing site at Ashokenagar.
- 2.4 The Concessionaire shall make provisions to restrict entry of stray animals into the transfer stations, e.g. animal catchers, etc.
- 2.5 The Transfer Station shall display a logo of the Participating Municipalities and Swachh Bharat Abhiyan of at least 12 inches X 12 inches each (font size of 6-9 inches) size on the outside of all of its walls. Additionally, all the outer walls of the transfer station shall also be painted with this advisory about solid waste management. The Concessionaire shall display any other form of advertisement on the Transfer Stations only after prior approval of the Municipality. For any other advisories that would be undertaken, the Concessionaire shall abide by the Applicable Laws.
- 2.6 Transportation of MSW from the secondary collection points and proposed transfer stations (for Gobardanga and Habra Municipalities, as required) to processing site at Ashokenagar.
- 2.7 To undertake detailed field survey and planning to optimize the existing secondary collection points and finalization of secondary collection points with Municipality to undertake collection and transportation of waste to processing site from secondary collection points.
- 2.8 Upgrade/ replace secondary waste collection Points with the modernized storage bins (for storage of segregated waste) and procurement of transportation vehicles (which may be e-vehicles) for transportation of waste to processing site from secondary collection points.
- 2.9 Exclusively hold, possess, control the Secondary collection Points site(s) (but not to own), in accordance with the terms of the Concession Agreement and Land License Agreement, for the purposes of the due implementation of this Project.
- 2.10 The Concessionaire shall transport MSW from Secondary Collection Points to the Processing Facility i.e. Ashokenagar on a daily basis. The Ashokenagar processing site will cater for waste collected from all the municipalities.
- 2.11 The Concessionaire shall deploy adequate number of closed vehicles such as tipper trucks, compactor etc. to transport the MSW generated in the Project Area to the Processing Facility at its own cost. Also, if required, the Concessionaire shall purchase vehicles and other movable infrastructure deployed in Project Area from the concerned Municipality at a price as determined by an independent valuer appointed by the Concessionaire.
- 2.12 The Concessionaire shall deploy closed vehicles, which can carry segregated waste as per applicable Law and waste should not be exposed to open environment. The vehicles deployed shall be roadworthy conforming to approval from the State Transport Authority.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

- 2.13 The Concessionaire shall comply with all applicable Laws, including all rules and regulation prescribed in the regard, from time to time by any other statutory and Competent Authorities concerned, regarding fuel used or pollution control standards or any other applicable norm.
- 2.14 The Concessionaire shall at periodic intervals check their adequateness and their conformity with the manufacturer's specification for their maintenance and replacement.
- 2.15 The Concessionaire shall provide automatic position identification systems using Global Positioning System (GPS) technology which shall ensure automatic tracking and recording of vehicle identification and movement in all vehicles and provide a live GPS feed to PMU/Municipality.
- 2.16 The Concessionaire shall display Municipality name (and social message given by Municipality) and logo of Swachh Bharat Abhiyaan of at least 12 inches X 12 inches size (font size of 6-9 inches) on the transportation vehicles and shall display any other form of advertisement on the transportation vehicles for any other advisories that would be undertaken, the Concessionaire shall abide by the Applicable Laws.
- 2.17 The drivers appointed/engaged by the Concessionaire shall have a valid driving license as desired for the specific vehicle complying with Motor Vehicle Act, 2019.
- 2.18 All vehicles shall have High Security Registration Plate as per Motor Vehicle Act, 2019.
- 2.19 All penalties, levies and fines levied in relation to the activities/ operations of the Concessionaire under the Project, shall be borne by the Concessionaire only without any liability of the Designated Municipality/ Participating Municipalities/ SUDA.

3. PROCESSING FACILITY

- 3.1 Designing, Constructing and Operating Municipal Solid Waste Processing facilities on Design, Build, Finance, Operate and Transfer (DBFOT) basis. The Concessionaire is permitted to process the incoming waste using any approved technology as per SWM rules, 2016. Whereas the following processing facilities are recommended as per the Technical feasibility report:
 - a. **Processing Facility at Ashokenagar** - Compost plant and RDF plant of total capacity of at least 150 TPD and a Bio methanation plant of at least 20 TPD for the processing of waste.
- 3.2 The scope shall be to design, build, testing, commissioning, operation, maintenance, of MSW Processing facility (Windrow Composting Technology with Pre-Sorting facility and RDF Generation & Bio-methanation plant) with subsequent expansion provisions during the Concession Period of 20 years from COD.
- 3.3 The Concessionaire shall implement and operate the windrows composting process in compliance with SWM Rules, 2016 and CPHEEO 2016 MSWM Manual.
- 3.4 The Concessionaire shall procure all necessary project assets (i.e. Plant and Equipment) including equipment, vehicles, machineries and others required for the successful execution of the treatment & disposal of Project and ensure their timely maintenance, replacement and capacity augmentation, as the case may be, during the entire duration of the Contract. Also, the concessionaire shall ensure appropriate use of existing infrastructure available at the processing

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

site. The cost for the assets at site shall be determined by an independent valuer appointed by the Concessionaire.

- 3.5 To store, use, appropriate, market and sell or dispose all the products obtained after the processing and treatment of the waste (including but not limited to RDF, compost, electricity, methane, CNG and Residual Inert Waste) and to further retain and appropriate any revenues generated from the sale of such products;
- 3.6 To sell or otherwise dispose of all recyclables in a manner which is not detrimental to the environment.
- 3.7 All the necessary regulatory approvals should be taken prior to the commencement of plant construction.
- 3.8 To obtain, maintain and renew all the Applicable clearances /permits as required for the project implementation and operation.
- 3.9 Ensure arrangement for water and power supply at site at its own cost.
- 3.10 To improve the ancillary conditions and infrastructure related to the Project including assistance to informal recycling workers.
- 3.11 Access to the Project Site provided by SUDA shall have to be maintained by the Concessionaire/Concessionaire to have easy movement of vehicles and etc.
- 3.12 Shall be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
- 3.13 Ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any;
- 3.14 Pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.
- 3.15 The Concessionaire shall also set up a leachate treatment facility for the plants in accordance of applicable rules and regulations.
- 3.16 To adhere to the construction requirements as per the details project DPR to be prepared by Concessionaire and approved by SUDA/Project Municipalities and standards/ guidelines for construction as per BIS, Solid Waste Management Rules, 2016 and other applicable standards/ guidelines.
- 3.17 To install weigh bridge by the concessionaire at his own cost and keep the daily record of waste transported to processing site and processing rejects from processing site to disposal site and submit the same every month to the SUDA.
- 3.18 The Concessionaire shall ensure that the weighbridge is installed from the start date of processing 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

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

be provided as & when required by SUDA/Municipality officials and other competent authorities.

Conditions for Weigh Bridge:

- It shall be fully online electronic with real time monitoring systems, 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 competent authorities.
 - It shall be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition IP based cameras in adequate numbers shall be provided by the Operator.
 - CCTV Recordings of operation of weighing system shall be provided as and when required by SUDA/Municipality officials and competent authorities.
- 3.19 The rejects should be minimized and restricted to maximum 20% of the total incoming waste as per SWM Rules 2016.
- 3.20 Provide adequate lighting system for easy operations in the working area as well as to the access ways. Provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and safety provisions including health inspections of workers at site shall be carried out.
- 3.21 Provide fire protection measures and safety equipment for all workers at the site.
- 3.22 Entrance into the Project Site from outside the Site shall be restricted to one point. However, emergency exits may be provided in accordance with the Building Bye laws.
- 3.23 Adequate measures to avoid trespassing shall be taken by the Concessionaire.
- 3.24 Ensure adequate power back-up for smooth operation of the machinery and equipment installed.

4 SANITARY LANDFILL SITE

- 4.1 The Concessionaire shall Design, Construct and Operate a Sanitary Landfill Facility (SLF) of Designed Capacity at the Ashokenagarsite. The Sanitary Landfill shall be setup in accordance with the requirement of SWM Rules, 2016 and CPHEEO Manual.
- 4.2 The Concessionaire shall install a weighbridge from the start date of disposal activity of appropriate capacity. 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.

Conditions for Weigh Bridge:

- a. It shall be fully online electronic with real time monitoring systems, 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 competent authorities.
 - b. It shall be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance High Definition IP based cameras in adequate numbers shall be provided by the Operator.
 - c. CCTV Recordings of operation of weighing system shall be provided as and when required by SUDA/Municipality officials and competent authorities.
- 4.3 Concessionaire to ensure by weighment that inert/residual processing waste from Processing Facilities to the Sanitary Landfill should not be disposed more than 20% of the total incoming waste at processing facility and as per SWM Rules 2016.
- 4.4 SLF shall comprise compacted earth bunds with impermeable liner systems comprising compacted clay liners, or geomembranes, or geosynthetic clay liners. The landfill cells will incorporate leachate collection systems comprising gravel and geotextile filter layers and pipe collection and transfer systems.
- 4.5 The Concessionaire shall also set up a leachate treatment facility at the landfill site involving any suitable technology to meet the standards as per regulatory norms.
- 4.6 Shall be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
- 4.7 Ensure arrangement for water and power supply at site at its own cost.
- 4.8 Ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any;
- 4.9 Pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.
- 4.10 The Concessionaire shall provide fencing along the perimeter of the Project Site and arrange adequate lighting system for easy operations in the working area as well as to the access ways.
- 4.11 Provide fire protection measures and safety equipment for all workers at the site. Entrance into the Project Site from outside the Site shall be restricted to one point. However, several emergency exits may be provided.
- 4.12 Adequate measures to avoid trespassing shall be taken by the Concessionaire. Ensure adequate power back-up for smooth operation of the machinery and equipment installed.
- 4.13 All the necessary regulatory approvals (including Environmental clearance, consent to establish and operate from SPCB, etc.) shall be taken prior to the commencement of SLF construction and operations.
- 4.14 The Concessionaire shall provide access to the Municipalities to dispose of desilting and road sweeping waste in the SLF.

- 4.15 The Concessionaire shall carry out scientific closure of the Dumpsite after the concession period before handing over the site.

B. Role of SUDA

1. SUDA shall approve the Implementation Plan submitted by the Concessionaire within a period of 21 days from the date of submission. SUDA shall, where appropriate, coordinate/assist Concessionaire in securing Applicable Approval.
2. SUDA shall coordinate with participating municipality for providing land(s) for Transfer Station/Transfer Point) within 30 (thirty) days of signing of Concession Agreement. The land provided shall only be used for the purposes of the Project.
3. To appoint Project Management Unit (PMU) to monitor, supervise, and review Concessionaire's progress against the submitted timelines and also verify and approve the concessionaire's monthly/running bills. The PMU shall also approve the weighbridge proposed by the concessionaire.
4. SUDA shall make timely payments.
5. SUDA shall meet and defray any cost or penalty levied upon the Concessionaire pursuant to any judgement or order of any court of competent jurisdiction or statutory authority, in connection with any damages resulting from legacy waste, which is not directly attributable to Concessionaire's non-observance/non-performance of its Bio Remediation or any other obligation hereunder.
6. Assist the participating Municipalities to allocate secondary collection points in consultation with the concessionaire within 90 (Ninety) days from the signing of agreement.
7. Sign, Operate and maintain an escrow account with the concessionaire to ensure a single account for cash flow.

C. Role of Participating Municipalities

1. Handover the dumpsite for Bioremediation of legacy waste i.e. Ashokenagar dumpsite within 30 (Thirty) days from the signing of agreement. There will be no lease of land to the Concessionaire nor is he permitted to raise money mortgaging the land. Concessionaire can use the land for the purpose of this project only till contract period or termination of contract whichever is earlier.
2. Identify, earmark / allocate secondary collection points in consultation with the concessionaire within 90 (Ninety) days from the signing of agreement.

Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station, Processing facility and Sanitary Landfill at Ashokenagar and Secondary collection and Transportation, Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga

3. Handover the existing infrastructure of Secondary collection and Transportation, Processing & Disposal assets, deployed and used at Project Site, on as is where is basis to the Concessionaire, within 30 (thirty) days of the date of signing of Concession Agreement.
4. Participating municipality shall handover land for Transfer Station/Transfer Point) within 30 (thirty) days of signing of Concession Agreement. The land provided shall only be used for the purposes of the Project.
5. Facilitate in a timely manner all such approvals, permissions and authorizations which Concessionaire may require or is obliged to seek from them under this Agreement, in connection with implementation of the Project and the performance of its obligations.; and
6. Ensure a separate waste collection stream from bulk waste generators, vegetable and flower markets for the purpose of collecting segregated organic waste.
7. Assist in getting connection for water and electricity connection each at Project Site(s).
8. Shall ensure source segregation of MSW.
9. Shall ensure regular primary collection of waste from households i.e. on daily basis.
10. Shall assure a minimum waste input of desirable quantity for the processing plants i.e. minimum 65% of proposed processing plant capacity (i.e.112.5 TPD at Ashokenagar site) at secondary collection points for collection and transportation to processing facility on daily basis;
11. Ensure a separate waste collection stream from bulk waste generators, vegetable and flower markets for the purpose of collecting segregated organic waste by the Concessionaire which is to be collected directly by Concessionaire from secondary collection placed near such BWG to the Bio methanation plant at Ashokenagar site;
12. The Concessionaire shall submit monthly reports to Municipalities and PMU regarding progress of the Project. Municipalities shall validate the data provided by the Concessionaire in monthly progress reports after seeking comments of the PMU;
13. observe and comply with all obligations set forth in this Agreement, and any other Agreement to be executed with the Concessionaire;
14. Have right over assets and technology in case of Termination or expiration of Concession Period, whichever is earlier;
15. Assurance to Concessionaire that any of its officers, employees or workmen shall not, at any time, during the Concession Period interfere with or obstruct in the functioning, running and the overall management of the Project and in any matter in relation to or connected therewith
16. Ensure Primary Collection of waste efficiency by the Municipalities to be more than 90% within 6 months from the date of signing.
17. Spot inspection of secondary collection points shall be conducted by participating Municipalities for monitoring.
18. Pay regular payment of tipping fee to SUDA for further disbursement to concessionaire.

**Selection of Concessionaire for Bio-remediation of Legacy Waste, setting up of Transfer station,
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Processing and Disposal of Municipal Solid Waste for Ashokenagar-Kalyangarh, Habra and Gobardanga**
