



REQUEST FOR PROPOSAL

BIOMINING OF LEGACY WASTE

LOCATED AT THE
DUMP SITE IN CHANDANIA HILL,
BERHAMPUR

Berhampur Municipal Corporation

Berhampur, Odisha -760002

Email:mcbemc08@gmail.com

Request for Proposals

RFP Notice No. 8683 dtd 04.10.2024

Bid Identification No. 8683

Request for Proposals for Remediation of Legacy Waste Services

Authority: The Commissioner, Berhampur Municipal Corporation

Project: Request for proposal for bio-mining of legacy waste located at the Chandania Hill dumpsite under Berhampur Municipal Corporation.

Contract title: Management Contract for Bio-mining of Legacy Waste at Chandania Hill Dumpsite, Berhampur Request for Proposal (RFP)

Country: India

RFP No: 8683

Issued on: 04.10.2024

1. The Commissioner, Berhampur Municipal Corporation invites Bids from eligible Bidders for legacy waste remediation services for an estimated 1.5 lakh MT waste at the dumping site at Chandania Hill, Berhampur (Lat & Long – **19.314962, 84.794090**) spread across **13.15 acres** of land as detailed in the Table. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract.
2. Bidding will be conducted through national open competitive procurement using a Request for Proposals (RFP) as specified in the latest applicable Procurement Regulations ("Procurement Regulations") and is open to all eligible Bidders as defined in the Procurement Regulations. Bidders from India should, however, be registered with the Government of Odisha or other State Governments/ Government of India, or State/ Central Government Undertakings. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing if they become successful bidders.
3. Interested eligible Bidders may obtain further information from The Executive Engineer, Berhampur, and inspect the bidding document during office hours at the address given below of this section.
4. The bidding document is available on the website **www.berhampur.gov.in** with effect from 11.00 A.M. on dt. **07-10-2024** to 17Hrs on dt.**28-10-2024** for a non-refundable fee as indicated in the table, in the form of Demand Draft (DD) on any Scheduled/Nationalized bank payable at Berhampur in favor of The Commissioner, Berhampur Municipal Corporation.
5. Bids must be submitted offline through Registered post / Speed Post on or before **5:00 P.M. on dt.28-10-2024**. And the 'Technical Part' of the bids will be opened at **11.00 A.M. on dt.29-10-2024**. The "Financial Part" shall remain unopened until the second Bid opening for the financial part. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

6. All Bids must be accompanied by a Bid Security of the amount specified for the Legacy Waste Remediation Services is Rs.10 Lakhs (Rupees Ten Lakhs Only) in the form of a Demand Draft in favor of Commissioner, BeMC to be valid for 45 days beyond the validity of the Bid.
7. The bidders are required to submit (a) original demand drafts towards the cost of bid documents; (b) original bid security in the approved form; and (c) original affidavit regarding the correctness of information furnished with the bid document before the bid submission deadline, either by registered post/speed post/courier or by hand (in the Single Window system in BeMC located inside office premises of BeMC, failing which the bids will be declared non-responsive and will not be opened.
8. The time of completion is 09 months from the date of issuing of the final letter of acceptance (LOA).
9. Validity of RFP is 180 days from the date of opening.
10. The address for communication is as under:
The Commissioner,
Berhampur Municipal Corporation
BERHAMPUR -760002
Email: mcbemc08@gmail.com
11. The details Schedule of the Bidding process and Critical dates are as follows.

Sl.No	Information	Details
1	Name of and Address of the Officer Inviting RFP	Commissioner Berhampur Municipal Corporation Berhampur -760002
2	Availability of RFP Documents	www.berhampur.gov.in
3	Period of Availability of RFP Documents	From 11 Hours on dt. 07-10-2024 to 17hours on dt.28-10-22024
4	Method of selection proposal required	CQCBS (Combined Quality Cum Cost Based System)
5	Last date for clarification	Dt.22-10-2024 upto 05.00 P.M. (through email – mcbemc08@gmail.com)
6	Pre-Bid meeting	Dt.18-10-2024 at 11.00 A.M. (At BeMC)
7	Last Date and Time of Receipt of Offline Documents of RFP	28-10-2024 at 05:00P.M
8	Date and Time of Opening of RFP	29-10-2024 at 11.00 A.M.
9	Cost of Bid Document	Rs.11,800/- (Rupees Eleven Thousand Eight hundred) only (Non-Refundable)
10	Bid Security/ E.M.D	Rs.10.00 Lakhs (Rupees Ten Lakhs only)
11	Validity of RFP	180 days from the date of opening
12	Name and Contact No of Nodal Officer	Sri M. Nageswara Subudhi, Executive Engineer,+91-9437140053

12. The subsequent Corrigendum if required shall appear on the website & the Authority Reserves the Right to cancel the Entire RFP process or part of it. At any stage without assigning any reason thereof and no liability shall be accepted for difficulties in and or incomplete download of the RFP Documents.

Sd/
Commissioner
Berhampur Municipal Corporation

Memo No. 8684

Dated 04.10.2024

Copy along with a soft copy are submitted herewith to the Deputy Director (Advt.) and Deputy Secretary to Govt., Information & Public Relation Dept., Odisha, Bhubaneswar for information and with a request for publications of this Invitation for Bids, in Two National English Newspaper, in addition to Two Odia Newspaper on or before 06-10-2024. Copy of the newspapers, wherein the advertisement is published, may please be sent to this office for record & subsequent action.

Encl: Soft copy of RFP.

Sd/
Commissioner
Berhampur Municipal Corporation

Memo No. 8685

Dated 04.10.2024

Copy along with softcopy of Notice Inviting Tender forwarded to the Head, State Portal Group, I.T. Centre of State Secretariat, for information & necessary action with a request to display the Invitation for Bids, on the official website.

Sd/
Commissioner
Berhampur Municipal Corporation

Memo No. 8686

Dated 04.10.2024

Copy submitted to the Collector & D.M, Ganjam for kind information with a request to display the Tender Call Notice in the Office Notice Board for wide circulation.

Sd/
Commissioner
Berhampur Municipal Corporation

Memo No. 8687

Dated 04.10.2024

Copy submitted to the Engineer-in-Chief, Public Health, Odisha / RWS&S, Odisha / OWS&SB, Bhubaneswar, for kind information with a request to display the Invitation for Bids, in the Office Notice Board for wide circulation.

Sd/
Commissioner
Berhampur Municipal Corporation

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SECTION - I

NOTICE INVITING REQUEST FOR PROPOSAL (RFP)
BERHAMPUR MUNICIPAL CORPORATION

Request for Proposal (RFP)

RFPNo: 8683

Date: 04.10.2024

Berhampur Municipal Corporation invites Request for Proposal for Biomining of Legacy Waste at the Existing Dumpsite at Chandania Hills, Berhampur Chandania Hills, BeMC.

**Sd/
Commissioner
Berhampur Municipal Corporation**

DEFINITIONS

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

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

“Approved Project Cost” shall have the meaning as set forth in sub-Article 3.8 of the RFP. **“Bidder”** shall mean a proprietorship, single company, or joint venture of a maximum of two legal entities each of which shall be incorporated under their respective jurisdiction including any amendment thereof, and should have been in existence at least three years before the Bid Due Date.

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

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

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

“Project” shall mean the **Biomining of Legacy Waste at the Existing Dumpsite in Berhampur.**

“Project Area” shall mean the geographical area of the Dumpsite located in BEMC.

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

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

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

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

ABBREVIATIONS

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

Key Dates:

Milestone	Time and Dates
Uploading of RFP Document on web site	11.00 Hrs. of 07-10-2024
Last date for downloading of RFP from website	17.00 Hrs. of 28-10-2024
Last date and time for submission of pre bid query	17.00 Hrs. of 17-10-2024
Time, date and place of pre bid meeting	11.00 Hrs. of 18-10-2024
Uploading of Answers to the Query raised in the Pre Bid Meeting	17.00 Hrs. of 22-10-2024
Proposals Submission Due Date and time	17.00 Hrs. of 28-10-2024
Submission of Hard Copy Through Speed Post/ Registered Post.	17.00 Hrs. of 28-10-2024
Opening of Technical Bid	11.00 Hrs. of 29-10-2024
Presentation	To be intimated in due course.
Opening of Financial Bid	To be intimated in due course.

DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Berhampur Municipal Corporation or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor an invitation by the Berhampur Municipal Corporation to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their bids (the “Bid”) including all the necessary submissions and the Financial Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Berhampur Municipal Corporation in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Berhampur Municipal Corporation, its employees, or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder shall, therefore, conduct its own investigations and analysis and shall check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtains independent advice from appropriate sources. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depend upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and shall not be regarded as a complete or authoritative statement of law. The Berhampur Municipal Corporation accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein. The Berhampur Municipal Corporation, its employees, and its advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution, or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

The Berhampur Municipal Corporation also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Berhampur Municipal Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this RFP. The issue of this RFP does not imply that the Berhampur Municipal Corporation is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the Berhampur Municipal Corporation reserves the right to reject all or any of the Bidders or Bids without assigning any reason what so ever. 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, and expenses associated with any demonstrations or presentations which may be required by the Berhampur Municipal Corporation, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the Berhampur Municipal Corporation 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 for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

Berhampur Municipal Corporation in its endeavor to improve the city's public amenities and enrich the city's aesthetics, sanitation, and hygiene aspects, and to implement the Swachh Bharat Mission (Urban) 2.0 with an objective towards achieving the vision of "Garbage Free" cities by the Government of India, Berhampur Municipal Corporation invites responsive bids for Selection of an Agency for Design, Build, Own and Operate of Biomining process at dumpsites located in Berhampur (Details as mentioned below) within jurisdiction of the Berhampur Municipal Corporation.

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

Sl. No	Name of the ULB	Location of the dumpsite	Age of the dumpsite (Years)	Approximate area of the dumpsite (Acres)	Approximate quantity of legacy waste (Lakh MT)
1	Berhampur Municipal Corporation	Chandania Hills, BeMC	10	13.15	1.50

Berhampur Municipal Corporation wants to Hire a Management operator for the Bio-mining of legacy waste located at the dumpsite in BeMC by a competitive bid process. The Operator is expected to install plant and machinery of the required capacity for bio-mining of the existing legacy solid waste and subsequently reclaim the land with Zero residue as per SWM Rules 2016, CPCB 2019 guidelines, and other applicable rules and regulations. Broadly, the Project involves the remediation of the unprocessed legacy mixed waste but is not limited to excavating compacted mixed solid waste that underwent biological degradation, by using a suitable Mechanical Sieving Machine or any other appropriate equipment and taking all the materials excavated, in the assigned land areas and retrieving recoverable materials and segregating, sorting, selling, co-processing, storing, diverting for recycling the excavated materials and undertaking any other process notified by CPCB, MoHUA, and Govt. of Odisha guideline applicable for processing of legacy waste, so as to achieve the objective of Zero residue dumpsites at the above locations.

1.2 General Conditions

- The bidding process consists of a Request for Proposal with two envelopes from prospective bidders.
- Though adequate care has been taken in the preparation of this *RFP* Document, the Bidder shall satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, shall be given to the Berhampur Municipal Corporation immediately. If no intimation is received by this office, it shall be deemed that the Bidder is satisfied that the *RFP* Document is complete in all respects.
- Neither Berhampur Municipal Corporation nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this *RFP* Document and it is not possible for Berhampur Municipal Corporation to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this *RFP* Document. Certain prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidders shall conduct his own investigations and analysis and check the accuracy, reliability, and completeness of the information in this *RFP* document and obtain independent advice from appropriate sources.

- d) Neither Berhampur Municipal Corporation nor their employees or consultants shall have any liability to any prospective Bidders or any other person under the law of contract, tort, the principles of restitution or unjust enrichment, or otherwise for any loss, expense, or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Project, the information and any other information supplied by or on behalf of Berhampur Municipal Corporation or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
- e) Berhampur Municipal Corporation reserves the right to reject any or all the Bids submitted in response to this *RFP Document* at any stage without assigning any reasons whatsoever.
- f) Berhampur Municipal Corporation reserves the right to change any or all the provisions of this *RFP Document*. Such changes would be intimated through the Corrigendum/Addendum. Any Corrigendum/Addendum issued shall be part of the Bidding Document and shall be available on the website: www.berhampur.gov.in Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
- g) All communication and information provided shall be legible, and wherever the information is given in figures, the same shall also be mentioned in words. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- h) The RFPs shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP Document, Berhampur Municipal Corporation reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- i) No Promoter/Bidder can propose to be a member of more than one Bidder for submission of the RFP for the Project. A single entity cannot propose to be a member of more than one Bidders.
- j) The Bidders shall designate one person (“Contact Person” and “Authorized Representative and Signatory”) authorized to represent the Bidders in its dealings with BERHAMPUR MUNICIPAL CORPORATION. This designated person shall hold the Power of Attorney as per the format mentioned in Annexure-4 and be authorized to perform all tasks including but not limited to providing information, responding to inquiries, entering into contractual commitments on behalf of the Bidders etc. The Covering Letter submitted by the Bidders shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.
- k) The RFP (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory and the stamp of the entity thereof on each page of the RFP in case it is an Individual/ Joint venture.
- l) Mere submission of information does not entitle the Bidders to meet an eligibility criterion. Berhampur Municipal Corporation reserves the right to vet and verify any information submitted by the Bidders.
- m) All monthly reports/MIS and other relevant information shall be submitted by the agency as per the direction of BEMC from time to time.
- n) The Agency shall abide by all the updated guidelines issued by CPCB, MoHUA, Govt. of Odisha & orders passed by NGT in the processing of legacy waste and disposal of the RDF, Bio soil/ Soil enriches, C&D waste,sand,inerts, etc. so that it is compliant with the recent provisions and not violative of any relevant instructions/statute to invite any penalty on BeMC.

1.3 Financial Proposal

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

1.4 Bid Security/EMD

The bidder are required to deposit the bid security along with their bid as mentioned below.

- a) The Bidders shall furnish as part of its Bid, a Bid Security of Rs 10,00,000.00 (Rupees Ten Lakh Only). In shape of Bank Draft in favour of Commissioner, Berhampur Municipal Corporation payable at Berhampur.
- b) BeMC shall reserve the right to forfeit the Bid Security under the following circumstances:
 - i. If the Bidder withdraws his RFP at any time during the stipulated period of RFP validity or as may be extended.
 - ii. If the Bidder, for the period of RFP validity:
 - (a) Commits a breach of any of the terms and/or conditions contained in the RFP Document and/or subsequent communication from BeMC in this regard.
 - (b) Refuses to accept the Letter of Acceptance.
- c) The Bid Security of the Successful Shortlisted Bidder shall be required to be maintained till the signing of the Contract Agreement and submission of the Performance Guarantee and shall be returned to the Successful Bidders within 6 working days from the date of signing of the Contract Agreement and submission of the Performance Guarantee.

1.4 Performance Security

1. Successful Bidder shall require to deposit the Performance Security of Rs. 30,00,000.00 (Rupees Thirty Lakh Only) in shape of Bank Guarantee.

1.5 Minimum Technical and Financial Eligibility Criteria

- (a) Any Bidder who has been barred/disqualified/blacklisted by any State or Central Government Authority from participating in the Government tenders as of the date of publication of this tender is not eligible to participate in the tender process. However, if the disqualification or blacklisting, or debar is revoked by the date of publication of the tender then the agency can participate in the tender.
- (b) The Bidder must be a Company/Trust/Society/Government owned entity registered under relevant statute and in operation in the field of handling municipal solid waste for at least 02 (Two) years.
- (c) The Bidder shall have a minimum Average Annual Turnover of Rs.08 (Eight) Crores for the last three audited financial years i.e. FY 2021-22, 2022-23,2023-24
- (d) The Bidder shall have a net worth of Rs.1.5 Crores as on Dt. 31.03.2024.
- (e) **The Bidder shall have experience of biomining of legacy waste or processing of fresh municipal solid waste or combined experience of at least 1 lakhs metric tons in India during the last three financial years.**

- (f) In the event of success in the bid, the Bidder shall submit a Letter of Commitment in the form of an Agreement from the cement plant/s for acceptance of recovered RDF before signing the Agreement with Berhampur Municipal Corporation. The validity of the agreement should be till the end of the entire project duration (as per Annexure-19).
- (g) **The bidder should have handed over of RDF (Refused Derived Fuel) from any dump site to an energy/thermal plant/cement plant/other as per CPCB guidelines, and shall submit a relevant co-processing certificate of minimum 2000 MT disposal of RDF to any cement plant /thermal plant/any other processing plant approved by CPCB guidelines for disposal of RDF that is mandatory, clearly mentioning the time period and contact details of such plant(s) and concerned ULB for verification.**
- (h) Experience in fresh waste processing, capping of the dumpsite, sanitary land filling, Collection and Transportation, Hazardous waste management, Operation or supply of trommels on a rental basis, etc.
- (i) The Agency/Bidder has to submit satisfactory work completion certificates or ongoing work certificates from the respective authority carried out by following CPCB guidelines.
- (j) The Agency/Bidder has to submit the details of the estimates component wise for the entire project cost which has been quoted by him.

1.6 Sub-contractors Experience

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

1.7 General Condition on Qualification

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

- (a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (b) Record of poor performance such as abandoning the works, not properly completing the contract, judicial conviction, and blacklisting by any Govt./Govt. Agency etc.
- (c) Any other irrelevant documents which is not relatable to the bio-mining project.

1.8 Cost of Preparation of the Bid

- (i) The Bidders shall bear all the costs associated with the preparation and submission of the proposals, and the Berhampur Municipal Corporation shall in no case be responsible or liable for those costs. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Berhampur Municipal Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- (ii) The cost of tender documents is INR.10,000/- (Rupees Ten Thousand Only) + 18% GST, say Rs. 11800/- (Rupees Eleven Thousand Eight Hundred Only) which is non-refundable and shall be paid in shape of Demand Draft in favour of Commissioner, BeMC.

1.9 Amendment of RFP Documents

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

1.10 Preparation of the Bid

- 1.10.1 All documents relating to the RFP shall be in the language English specified in the General Conditions of Contract.
- 1.10.2 Each page of the Bid Document shall be initialed by the Authorized Representative/ Signatory (as defined in Section Three), of the bidder.
- 1.10.3 The Technical Bid (Envelope A) submitted by the Bidders shall comprise of the following:
- a) Along with submitting the Bid, the Bidder shall pay to the Berhampur Municipal Corporation a sum of Rs.10, 000/- (Rupees Ten Thousand Only) + 18% GST as the cost of the RFP. The cost is to be paid through bank Draft in favor of Commissioner, BeMC payable at Berhampur.
 - b) Work Completion Certificates of listed jobs from the Client clearly stating that Bidder was the technical member in the project completed during the period for which experience is being claimed as per Technical Bid Evaluation Clause 2.4. If the Bidder is a foreign entity, such a Certificate has to be legalized by the Indian Embassy.
 - c) Co-processing certificate issued by the cement plants and other related plants/recyclers approved by pollution control boards clearing mentioning the time period and contact details for verification. **The certificates without detailed contact details shall not be considered.**
 - d) Details of Equipment proposed, whether owned or on lease needed to carry out the contract (refer to Clause 2.4).
 - e) Qualifications and experience of key site management and technical personnel proposed for the Contract.
 - f) Statutory Auditor/ Chartered Accountant's Certificate/s establishing that the Bidder has achieved total turnover which is being claimed as per the Technical Bid Evaluation Clause 2.4.
 - g) Net Worth Certificate/s from Statutory Auditor/Chartered Accountant's justifying basis of calculation (refer Clause 1.5).
 - h) The RFP duly self-attested on all pages including Annexures, corrigendum/addendum/clarifications.
 - i) Covering letter as per Annexure-1
 - j) Letter of Commitment as per Annexure-2
 - k) Description of the Bidder as per Annexure-3
 - l) Power of attorney for the signing of the Bid as per Annexure-4
 - m) Anti-Collusion Certificate as per Annexure-6.
 - n) Annual Turnover Certificate duly attested by Statutory Auditor/Chartered Accountant as per Annexure-9
 - o) Initial Implementation Plan as per Annexure-11
 - p) Format for Technical Experience as per Annexure-13
 - q) Statement of Legal Capacity as per Annexure-14
 - r) All Annexure duly filled, signed, and stamped by an authorized person.
- 1.10.4 The Financial Bid (Envelope B) submitted by the Bidders shall contain the schedule of rates and quantities duly filled. Please note that
- (a) The successful bidder shall be for rendering the service of Bio-mining of Legacy Waste available in dumpsites in as per Annexure-12
 - (b) The prospective bidder shall include all duties, taxes, other levies or any other charges payable by the Operator under the Contract or for any other cause in the quoted financial bid shall be after taking into consideration all the terms and conditions stated in the RFP, bidders' own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project. Any GST or applicable tax if applicable on Processed fees shall be paid by Berhampur Municipal Corporation separately as per actuals in addition to the agreed Processed fees.

- (c) The prices, and cost stated in the RFP shall be in Indian Currency only.

1.11 Submission of the Bid

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

- i. Before filling in the RFP documents Bidders are requested to go through all terms and conditions to be fulfilled and the steps to be followed in preparation and submission of the proposal.
- ii. The bidder should visit the dumpsite location at Chandania Hills and conduct a preliminary study. This will help the bidder to understand the ground reality and quote their financials accordingly.
- iii. The Bidders are requested to sign and put the official seal of the company on every page of RFP document including the Annexures.
- iv. The Bid must be submitted in the RFP form / Annexures of this RFP and shall be free from erasures. Any Bid containing corrections or alterations shall be rejected.
- v. The Financial Bid must be typed. The rate presented on any other sheet of the paper, cover letter etc. shall not be considered. All the columns must be filled in carefully.
- vi. The Bidders are informed that they shall strike off or write 'NIL' on each blank sheet of items, which are not applicable to them
- vii. The Bidders are requested to fill the RFP carefully after noting the items and specifications, and quantity mentioned for each article in the schedule. They are informed that no variation in rates shall be allowed on any ground such as clerical mistake or misunderstanding etc. after proposal has been submitted.
- viii. Signing of the Bid:
 - a) If the Bid is made by an individual, it shall be signed by him with his full name and current address.
 - b) If the Bid is made by a proprietary firm, it shall be signed by the proprietor with his name and the name of his firm with its current address.
 - c) If the person signing the proposal is other than the individual or the Proprietor, then the proposal shall be submitted with a certificate copy of Power of Attorney authorizing the signatory.
- ix. Each Bidder shall submit only one bid. The bid is not transferable. The RFP is to be read carefully for following the directions, terms, and conditions of the contract and sign the form of RFP, annexures, specifications and bill of quantities and rates etc. after making appropriate entries wherever necessary.
- x. The hard copy of the bids must be submitted with all pages duly attested by the bidder and numbered & annexed.
- xi. For any query/clarification, please contact or mail:
Commissioner,
Berhampur Municipal Corporation
mcbemc08@gmail.com

1.12 Interpretation of RFP Document

- (a) The Bidders shall examine the RFP document and acquaint themselves with all conditions and matters affecting the cost of the supply. If any Bidder finds discrepancies or omissions in the document or if any doubt about their meaning, he shall immediately address a query to the office of The Commissioner, Berhampur Municipal Corporation, Odisha prior to the date of the pre-bid meeting.
- (b) In this RFP, bidders are requested to send their queries if any electronically to the email id. mcbemc08@gmail.com on or before 17.00 hours of 17-10-2024 failing which no query shall be entertained by Berhampur Municipal Corporation.
- (c) Any resulting interpretation of the RFP document shall be published on the official website www.berhampur.gov.in for prospective Bidders as an addendum/corrigendum/clarification. Bidders are requested to check the website regularly for updates. Oral clarification obtained from any source shall not be binding on Berhampur Municipal Corporation.

- (d) No Bidder shall amend the text of any document except as may be necessary to comply with any addendum.

1.13 Responsibility for Submitting the Bid

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

1.14 Amendment to RFP documents

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

1.15 Validity of Terms of the RFP

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

1.16 Enquiries and Clarifications

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

Commissioner,

Berhampur Municipal Corporation

Office of the Berhampur Municipal Corporation,

Pin- 760002

Berhampur Municipal Corporation shall aggregate all such enquiries/ clarifications, without specifying the source of enquiries/clarifications, and shall prepare responses. Responses of enquiries/clarifications along with any corrigendum, if any shall be uploaded on the official website of website portal www.berhampur.gov.in

1.17 Corrupt Fraudulent Practices

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

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

(B) Opening and Evaluation of the Bids

2.1 Bid Opening

- a) The Bids shall be opened at the specified time in the presence of the attending Bidders/their authorized representative.
- b) To assist in the scrutiny, evaluation and comparison of proposals, Berhampur Municipal Corporation may, at their discretion, request clarifications on the bids submitted from the Bidders.
- c) Notwithstanding any Terms and Conditions stipulated in the RFP documents, Berhampur Municipal Corporation reserves the right to accept or reject in part or whole any, or all the bids received at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders’ or any obligation to inform the affected Bidders or Bidders’ of the grounds for the Berhampur Municipal Corporation’s action.

2.2 Correction of Errors

- a) The bids determined to be substantially responsive shall be checked by Berhampur Municipal Corporation for any arithmetic errors and wherever there is a discrepancy between the amounts in figures and in words, the amount presented in words shall be considered.

- b) The amount stated in the bid shall be adjusted by Berhampur Municipal Corporation in accordance with the above procedure for the correction of errors and with the concurrence of the Bidders, shall be considered as binding upon the Bidders. If the Bidder does not accept the corrected amount, the bid shall be rejected, and the Bid Security may be forfeited.

2.3 Evaluation of the Bids

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

- (i) Stage I: The bids shall be evaluated for responsiveness as per sub-Articles 1.12 and 2.4 of this RFP document.
- (ii) Stage II: The responsive bids shall be evaluated on the basis of their Technical Proposal. All responsive bids scoring a minimum of 60 marks shall be eligible for the financial bid opening.

2.4 Technical Bid Evaluation

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

Sl. No.	Description of Parameters	Marks to be awarded	Maximum Marks
1.	If the Bidder’s Average Turnover in the last three Audited Financial years (INR) is (FY: 2021-22,2022-23 & 2023-24)		30
	a. 8 Cr.	20	
	b. Additional 2 Mark for every additional turnover of Rs.1 Cr., subject to maximum 30 Marks		
2.	Technical Experience		20
	Bidder has successfully completed or ongoing similar Biomining of legacy waste at dumpsites or fresh waste processing of capacity or combine as mentioned below in India during the last three financial years including current financial year i.e. FY 2024-25.		
	1. 1,00,000 MT	10	
	2. Additional 5 Marks for every additional experience of Fifty Thousand MT, subject to maximum 20 Marks		
Note: If the Bidder has Work Experience Certificates in volume (meter cube) then 0.8 MT shall be considered to be equal to 1 meter cube for evaluation purposes.			
3.	Project Delivery		10
	The number of sites with having more than 1,00,000 MT, where successful bio-mining of legacy waste at dumpsites or fresh waste processing in India have been completed/ongoing in the past three years by the Bidder are	5	
	a. 5 Marks for each site, subject to maximum 10 Marks		
Proof to be enclosed: Copy of Work Order/LOA and Certificate from the competent authority certifying the qty. legacy waste processed, relevant certificate for disposal of RDF from those sites as on date of publication of RFP.			
4.	Initial Implementation & Operation Plan (IIOP) along with Power Point Presentation in detail including the following component		20
	1.Bio- Mining Action Plan	10	
	2.Bio-Earth,C&D waste, Inert and RDF disposal action plan	10	
5.	The bidder has successfully segregated Refuse Derived Fuel and disposed from legacy waste using Bio-mining technology/or fresh		10

	waste processing technology by the bidder to cement plants) in India during last Three Financial years		
	1. Minimum 2,000 MT	5	
	Additional 1 Marks for every additional experience of 1000M.T. subject to maximum 10 Marks		
Proof to be enclosed: MOU along with Co-processing certificates issued by the cement plants & other related plants/recycler approved by pollution control board clearly mentioning the time period and contact numbers for verification. The agency has to submit the supporting documents (i) contract documents with processing plant (ii) documents for qty. disposed.(Annexure 20)			
6.	<u>Net worth</u> The bidder's net worth till 31.03.2024 a) 5 marks for Rs.1.5 Crores. b) Additional 1 mark for every additional Rs.20 lakhs subject to maximum 10 marks.	5	10
	Total Marks (Sl. No. 1 to 6)		100

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

- The Project Manager shall deliver the power point presentation before the Tender Evaluation Committee on schedule date and time notified by Berhampur Municipal Corporation.
- The bidders who score a minimum of 60 marks and above shall be deemed qualified for financial bid opening.

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

- One line – Trommels – Total 1000 MT capacity / Power Screen Machines of 1000 MT capacity and conveyor belt for 1000 MT, air density separator for handling 1000MT, magnetic separator for handling 1000 MT, excavator for handling 1000 MT, backhoe loader for handling 1000 MT.
- Any other machines as specified in CPCB Guidelines for Disposal of Legacy Waste 2019. The bidder must install in two lines.
- Non-submission of aforementioned minimum process & equipment shall make the bid liable for rejection.
The bidder shall submit ownership/ lease agreement documents of the equipments as mentioned above in the technical bid

2.5 Financial Bid Evaluation

The minimum technical score required to qualify for financial bid evaluation is 60 marks out of 100 marks. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of the RFP Document and its requirements or if it fails to achieve the minimum technical score. The Department will notify applicants who fail to score the minimum technical score about the same and Financial Proposals shall not be opened. The Department will notify the applicants who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Proposals.

Bids will be evaluated as per **Combined Quality Cum Cost-Based System (CQCBS)**. The Technical bids will be allotted a weight of 70% and financial bids will be allotted a weight of 30%.

Financial Bids will be opened only for bidders who obtain a minimum score of 60 marks out of 100 marks in the Technical Evaluation. Following are to be noted for financial bids:

- a. The financial bid shall be a lump sum bid exclusive of all taxes. The lump sum bid should comprise of the total cost of all resources except GST for the contract period as per levied by the Bidder.
- b. The financial proposal shall be evaluated based on processing fees to process per MT of legacy waste offered by the bidder.
- d. The technically qualified bidder whose price bid will be the lowest will be given a financial score of 100. The financial scores of other bidders shall be computed as follows:
 - The lowest evaluated Financial Proposal (FM) is given the maximum financial score of 100.
 - The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:
 $Sf = 100 \times Fm / F$, in which “Sf” is the Normalized Financial Score, “Fm” is the lowest quoted price, and “F” the price of the proposal under consideration.
 - The formula for determining the Technical scores (St) of all other Proposals is calculated as following:
 $St = 100 \times Sm / S$, in which “St” is the Normalized Technical Score, “Sm” is the total marks by the bidder and “S” highest marks score by any bidder.

A combined score for a bidder will be arrived at according to the following formula:

Combined score of A = $70\% \times [\text{Technical score of A out of 100}] + 30\% \times [\text{Normalized Financial score of A}]$

The bidder obtaining the highest total combined score in evaluation of technical and financial as per para above will be ranked H-1 followed by proposal securing lesser marks as H-2, H-3 etc. Bidder securing highest combined marks and ranked H-1 shall be recommended for award of contract. BeMC will follow the internal procedure for necessary approvals and thereafter proceed with award of contract.

In case, it is found that more than one bidder has obtained the rank H-1, then the bidder with highest technical score among the H1 bidders, shall be considered eligible for award of contract. However, the decision of the TIA, in such cases shall be final and binding on all the bidders.

(C) Notification of Award and Signing of Agreement

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

- e) In the event of successful in the bid, the Bidder shall submit a Letter of Commitment in the form of an Agreement from cement plant/s for acceptance of recovered RDF before signing the Agreement with Berhampur Municipal Corporation. The validity of the agreement should be till the end of the entire project duration (as per Annexure-19).

SECTION - III

Conditions of the Contract

3.1 Conditions Precedent

1. Conditions Precedent of ULBs

- (a) BEMC shall demarcate and handover the dumpsite free from any encumbrance to the Operator in terms of processing the solid waste to recover, recycle and convert into useful end products with zero residue/inert waste.
- (b) BEMC shall identify land for disposal of heavy inert fraction such as sand and gravel etc. within a radius of 10 KM.

Note:

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

2. Conditions Precedent of the Successful Bidder/Operator:

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

Step1. Installation of Trommel, shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys or as per proposed plan.

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

Step3. Spraying the bio culture, as required to control odor, over the loosened legacy waste.

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

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

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

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

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

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

Step10. Processing waste monthly to achieve minimum average quantity of **1000 MT** per day targets.

Step11. Monitoring and recording all the activities to account for the quantity of legacy waste excavated and processed.

Step12. Submission of report on the progress on daily and monthly basis.

Step13. Handing over of the Zero residue reclaimed site to BEMC.

3.2 Scope of Work

Berhampur Municipal Corporation wants to hire Management operator for Biomining of legacy waste located at the dumpsite by a competitive bid process. The successful bidder has to process all the waste on the dumpsite. Operator shall do the survey of the dump yard within 01 month of signing of the Contract Agreement to assess the quantum of legacy waste. The operator has to adopt all approved methodology for survey of the waste above the ground & below the ground and share the details with BeMC for approval and further course of action.

The Operator is expected to install appropriate plant and machinery of required capacity& specification as per CPCB guidelines for Biomining of the existing legacy solid waste and subsequently reclaim the zero-residue land. Broadly, the Project involves the remediation of the unprocessed legacy mixed waste, but is not limited to excavating compacted mixed solid waste which underwent biological degradation, by using suitable Mechanical

Sieving Machine or any other equipment and taking all the materials excavated, in the assigned land areas and retrieving, recoverable materials and segregating, sorting, selling, storing, co-processing, diverting for recycling the excavated materials. The detailed scope of work is specified as follows:

1. Removal of about 1.5 lakhs MT of legacy waste (with a variation of up to $\pm 25\%$) dumped at the dumpsite through Biomining process within a period of 12 months and disposing the material retrieved from the legacy waste to the recycle/ identified vendors without stacking them at site for not more than 20 (twenty) days, including the cost of electrical consumption and required field arrangements and finally reclaiming the land occupied by the legacy waste to the useful purpose of Housing and Urban Development Department, Odisha. The Operator must follow zero residue/inert waste model throughout the biomining process. The quantity of legacy waste mentioned herein are indicative, however bidder has to examine the actual quantity as per condition precedent Clause 3.1 (2) and get its approval from competent authority.
2. Setting up of a weighbridge of required capacity or any other suitable system for weighment as approved by Berhampur Municipal Corporation for measurement of legacy waste to be processed. This weighment system shall be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by Berhampur Municipal Corporation officials and other competent authorities. For details of weighment system, Clause 3.10 (i) may be seen.
3. Analysis of different screen fractioned is to be done prior to disposal/ utilization as per CPCB guidelines. Adequate plan of disposal of screened fractions at the dump sites is to be prepared by the operator so as to avoid accumulation of the screen fractions on the site.
4. Disposal of the recovered material from the legacy waste to the identified vendors without stocking them at site for more 20 days.
5. Proper treatment of leachate must be carried out by the operator & care has to be taken that there is no stagnation of leachate at the dump site.
6. The Operator shall disintegrate the legacy waste for Biomining process using the required Bio culture.
7. The Operator shall execute the Biomining process to the legacy waste in complete adherence to the rules and regulation of the Odisha State Pollution Control Board, SWM Rules 2016, CPCB 2019 Guidelines for legacy waste and all other applicable rules and regulations.
8. Stabilization of the open dumpsite, control of foul odour and other such eco-friendly and non-polluting processes for minimizing the impact of the Biomining activity in the adjacent areas of the dumpsite.
9. Excavating the soil which lost its stability due to legacy waste dumping with necessary dewatering works in the portion of the land earmarked and segregate the excavated legacy waste in the land portion earmarked, into as many kinds and categories as possible.
10. Selling, diverting for recycling, marketing and recycling the excavated materials within 20 (twenty days) of segregation, without any accumulation in the storage facility at the project site.
11. Creation and maintenance of infrastructure, facilities and amenities at Operator's risk and cost, for sieving the excavated legacy waste and storing the segregated materials before selling/taking out them from the project site.

12. Construction of office room facilities for the Project, arrangement for water supply and power supply at the site.
13. Carrying out the entire project work in accordance with the Detailed Plan of Action submitted by the Operator.
14. The Operator is required to submit the action plan for biomining operations during monsoon period and during emergency situations.
15. Deployment of necessary manpower, materials, equipment, tools and construction of plants and sheds and creation of facilities for handling, separating, segregating, storing and weighing facilities for the operation of the plant and using only covered body vehicles for the transportation of materials taken out not limited to:
 - a. Installation of trommel of required sieve sizes (100 mm, 35mm, 16 mm and 4mm), shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys
 - b. Engaging chain dozer/ Excavator and loosening the legacy waste.
 - c. Spraying the bio culture over the loosened partially degraded legacy waste and to stabilize the same.
 - d. Spraying deodorizer over the waste as required to control odor.
 - e. Shifting and loading of the legacy waste into the hopper and segregating the materials size wise and type wise by engaging the manpower on both sides of conveyors with proper safety precautions.
 - f. Processing the legacy waste on everyday basis and segregating the recyclables material and the enriched soil, debris like stone etc. Shredding of the remaining non saleable RDF material with plastic etc. which has the calorific value of at least to 1500 kcal/kg and converting them into RDF.
 - g. Operator may supply RDF to cement companies and/or for Road making projects subject to distance and quality of RDF.
 - h. Disposal of RDF and aggregates shall be sole responsibility of the Operator.
 - i. Records/documents for the sale, utilization and disposal of RDFs, inerts & other materials shall be properly maintained by the operator which shall be inspected on regular basis.
 - j. Windrow making of partially degraded wastes for stabilization.
 - k. The material collected shall be disposed of by engaging tipper Lorries to the vendors who have identified and made agreement to get the designated recyclable material.
 - l. Other wastes like Hazardous Waste, E-Waste, Bio-medical Waste and Construction & Demolition Waste shall be managed by the Operator as per the guidelines under the relevant rules & regulations as amended from time to time.
 - m. Monitoring and recording all the activities to account for the quantity and quality of recovered materials.
 - n. Analysis of various screen fractioned materials i.e RDF, fine earth, bio earth, inert to be done by operator to check if it is in conformity with the latest CPCB standards & maintain records thereof.
16. Create all facilities and make arrangements for controlling the emission, pollution and contamination of the environment including but not limited to control of dust, odor, air quality, water quality and noise pollution.
17. The Operator shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
18. Setting up of provision for safe leachate collection, storage, reuse and recirculation and treatment at the site or disposal for treatment outside of site.

19. The operator has to submit Work plan for the quantum of legacy waste to be bio-mined 1.5 Lakh MT in 12 months (Based on the Survey before signing of the Agreement)

Effective period: 09 Months

Target within 03 Months from Signing of Agreement: 10 % of 1.5 Lakhs MT

Target within 06 Months from Signing of Agreement: 40 % of 1.5 Lakhs MT

Target for within 09 Months from Signing of Agreement: 100 % of 1.5 Lakhs MT

The Operator has to deploy minimum processing lines in each dumpsite (as mentioned in Clause 2.4) to meet the monthly targets with a backup of at least one processing line to ensure that the above bio-mining targets are achieved. Per day average processing of the Legacy waste should be at least **600** MT per day.

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

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

31. Operator shall be responsible for carrying out the latest guidelines issued by CPCB/SPCB/MoHUA/Govt. of Odisha & orders passed by Hon'ble NGT in respect of Bio mining of legacy waste & disposal of the excavated materials & the action plan shall be prepared accordingly.

32. Milestones required to be achieved within the given timeframe are as mentioned below.

S.N.	Activity to be completed	Time Period for Completion
01	Statutory Clearances and Erection and Commissioning of the Plant	Three Months from the date of Work Order
02	To dispose of 10 % of 1.5 Lakhs MT Dumpsite and also transportation and disposal of approximately 0.35 Lakhs MT segregated Dumpsite waste.	Within 03 Months of Signing of Agreement
03	To dispose of 40 % of 1.5 Lakhs MT Dumpsite	Within 06 months of Signing of Agreement
04	To dispose of 100 % of 1.5 Lakhs MT Dumpsite	Within 09 months of Signing of Agreement

Note:

However, if the quantity of waste will be more than 1.5 Lakh MT, the Bidder shall be responsible for processing complete legacy waste for which contract period may be extended on pro-rata basis without giving escalation on the tipping fee.

3.3 Performance Security

- i. Within 30 (thirty) working days after receipt of the Letter of Intent (LOI), the successful Shortlisted Lead Bidder shall submit a Performance Security to the BERHAMPUR MUNICIPAL CORPORATION. The Performance Security (Security Deposit) shall be 5 (five) % of the approved project cost and the same shall be in the form of Bank Guarantee from a Nationalized/Scheduled Bank based in BEMC in favour of the Commissioner, Berhampur Municipal Corporation, Odisha payable at Berhampur. BG issued by the banks outside the BEMC are to be counter-guaranteed by the Local Branch. However, instead of deposit 5% may be deducted from each running bill towards Performance security on request by the bidder and on approval by the authority.
- ii. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient grounds for cancellation of the LOI and forfeiture of the Bid Security
- iii. On submission of the Performance Security, Berhampur Municipal Corporation would duly refund the Bid Security Amount already deposited by the Bidder during the time of submission of proposal, if there is any.

3.4 Contract Period

The Contract period shall be 12 Months from the date of Work Order (including mobilization & construction period of 3 (Three) months and monsoon period) to dispose of about 1.50 Lakh MT of Legacy Waste from the Dump site through biomining. However, if the quantity of waste will be more than 1.50 Lakh MT, the Bidder shall be responsible for processing complete legacy waste for which contract period may be extended on pro-rata basis without giving escalation on the tipping fee.

3.5 Project Site

- (a) BeMC shall handover the dumpsite to the Operator as per the approved Work Plan. After completion of contract period, within 3 (three) months, the Operator has to completely remove the plant, machineries and equipment from the site and clear the project area. Performance security of the Operator shall be released only after the entire project site has been handed over to Berhampur Municipal Corporation and after the defect liability period of one year without encumbrances.
- (b) There shall be no lease of land to the Bidder. He shall only set up the plant on ULB's land for scientifically treating the legacy waste and operate it without any interest in land whatsoever. However, ULB shall provide necessary assistance to lenders/bankers/financial institutions funding the project in terms of granting right to entry if there is a need. Such right of entry however shall be restricted to the plant and machinery set up by the Operator and shall under no circumstances be extended to the land. As specified above, there shall be no lease of land to the Operator and hence the question of creation of encumbrances on the land does not arise.
- (c) Initial land requirement of the Operator to set up processing plant and machineries and measuring up to a maximum of 5 acres shall be provided by ULB's with natural ground level inside the dumpsite.
- (d) If additional land is required for future expansion of the processing plant, the Operator shall use the land which is recovered (up to a maximum of 2 acres) with prior approval of Berhampur Municipal Corporation.
- (e) **Provision for building ancillary facilities:** In case the Operator is required to set up ancillary facilities at site like Fuel storage, DG set etc., respective ULBs may assist the Operator in getting the same installed at site for period of contract only. However, the necessary permissions required are to be obtained by the Operator at his cost. All handling of explosives, including storage, transport shall be carried out under the rules approved by the "Explosives Department of the Government".
- (f) The area of the dumpsite which shall be cleared and cleaned shall remain with ULBs.

3.6 Obligations of the Operator

- (a) Prior to the start of project operations, the Operator shall be responsible for obtaining all Statutory Clearances, Permission, Licenses, and Authorizations necessary for the Project at their own cost and Berhampur Municipal Corporation shall provide the assistance accordingly.
- (b) The Operator shall make the necessary changes in the work plan and finalize it as per discussions with Berhampur Municipal Corporation.
- (c) Construction and erection of the plant and creation of other allied facilities shall be completed within **2 months** from the date of receipt of work order. This shall include the mobilization period and time period required for getting necessary statutory clearances/permissions. After completion of construction and erection of the plant, operation of the plant shall commence which shall be considered as Commercial Operation Date (COD) of the project.
- (d) If required during and for the project, the Operator shall have to manage all type of wastewater as per the CPCB guidelines/SPCB/ any other applicable guidelines.

- (e) The Operator shall observe zero residue/inert model during the process of biomining of the entire site throughout operation period. Byproducts from such processing viz. recyclables, gas, energy etc shall be the property of the Operator. It is expected that e-waste, hazardous waste and recyclables such as the plastic, glass, metal etc does not in any way form the part of inert waste.
- (f) Inert for Operator would mean non-biodegradable, non-recyclable and noncombustible fraction. Definition of inert shall be as per CPCB 2019 guidelines. However, this particular project is aimed at zero inert/residue due to processing of legacy waste.
- (g) The Operator has to obtain all required permissions/NOCs from various authorities like Odisha State Pollution Control Board (OSPCB), in order to process existing SW dumped. Berhampur Municipal Corporation may assist the Operator in obtaining these permissions and provide requisite NOC's wherever required without any delays.
- (h) The Operator shall process the legacy waste on a daily basis and the final archive shall not be kept for more than 20 days within the Project Site.
- (i) The Operator shall ensure that all the aspects of project and process employed, for Biomining thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as SW rules 2016, policies and guidelines related thereto. The aspects relating to employee and worker safety, control mechanisms of litter, pest, fire, surface runoffs etc., needs to be followed.
- (j) The Operator shall hand over all the assets and take back machines/ equipment in connection to this project at the end of the project period at their own cost.
- (k) Arrangement of water and electricity required for the project shall be the responsibility of the Operator at their own cost. ULBs shall provide assistance in this regard. However, the cost of usage shall be paid by the Operator as per actuals based on appropriate meter readings from the meters installed.
- (l) The Operator shall not be permitted to use the municipal land at any point of time of contract to mortgage (or) to be used as a security for mobilizing finance for this purpose (or) any other purpose.
- (m) Submission of progress report to Berhampur Municipal Corporation on daily, monthly and quarterly basis. The monthly and quarterly reports shall be submitted within 7 (seven) days of the subsequent month and quarter respectively.
- (n) Operator shall submit proper material flow analysis with disposal pathways of processed waste periodically to avoid indiscriminate dumping of waste. Every month, cement companies should certify the amount of RDF they have received from the bidder. Valid certificate from concerned party to be submitted on demand.
- (o) The Operator shall submit the Bank Guarantee for Mobilization Advance as well as the Performance Security as per the conditions stipulated in this RFP.
- (p) The operator shall keep the Departmental technical committee for legacy waste updated about the latest guidelines by CPCB/MoHUA & orders passed by Hon'ble NGT.
- (q) Environmental Standards: -
 - (i) The Operator has to follow the Environmental Standards as mentioned below

- a. Air Quality Monitoring: As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - b. Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
 - c. Leachate Treatment must be made as per Solid Waste Management Rules 2016 (SWM Rules 2016), CPCB 2019 Guidelines on Legacy Waste or amendments thereafter with respect to baseline site parameters.
 - d. Odour Monitoring – As per CPCB guidelines ‘Odour Pollution & Its Control May 2008’ or amendments thereafter with respect to baseline site parameters.
 - e. Water Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - f. Aggregate Disposal- As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
- (ii) The Operator has to make all the necessary arrangements for 24x7 online monitoring of environmental standards to the extent possible.
- (iii) The Operator may appoint a Professional Consultant/ Company approved by MoEF / NABET to achieve these standards.
- (iv) **Hazardous waste:**
The Operator shall segregate any Hazardous Waste [as defined in Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2008] if existing inside the site and separately earmarked. It is the Operator's responsibility to dispose of the same at OSPCB's approved sites in accordance with Hazardous Waste (Management, Handling, and Transboundary Movement) Rules, 2008, or amendments thereafter.
- (v) It is the sole responsibility of the operator to abate the odour and fire nuisance on site. The Operator has to use enzyme/herbal-based products which shall help to abate the odor and flies nuisance. Necessary fire-fighting vehicles shall be arranged to abate the fire nuisance. However, in case of major fire incidents, Berhampur Municipal Corporation may assist by providing firefighting vehicles according to availability at that time. Necessary safety gears shall be provided by the operator to all staff working as per the good industry practice.
- (vi) The Operator shall ensure that the material which is to be transported for disposal after scientific processing is not dumped at the respective Dumping Ground. They can make necessary arrangements like fencing or any other suitable arrangement as directed by Berhampur Municipal Corporation authorities to prevent such events.

3.7 Obligations of Berhampur Municipal Corporation

- a) Berhampur Municipal Corporation shall approve the Work Plan submitted by the Operator within a period of 21 (twenty-one) days from the date of submission.
- b) Throughout the project period, BEMC shall ensure that fresh solid wastes generated in the city are not dumped within the site once handing over of the same is completed.
- c) The Berhampur Municipal Corporation shall indemnify the Operator against the baseline environmental conditions of the dumpsite.

- d) A departmental technical committee shall be formed at the time of award of the contract to the successful bidder. The committee shall be responsible for the overall monitoring & implementation of the project & shall frame the SOP for monitoring, inspection & quality checking, reporting, release of payments, etc.
- e) The departmental technical committee shall review a comprehensive final completion report of the project prepared by bidder after the project reaches a stage of substantial completion during the period of the contract. These reports shall be submitted immediately after the completion of the work by the bidder and before taking over by Berhampur Municipal Corporation. The report shall incorporate summary of the method of operation, the operation supervision performed, problems encountered, and solutions undertaken thereon. The Departmental technical committee for legacy waste shall summarize and consolidate project completion in a single report by incorporating all the key information of the entire operation.

3.8 Terms of Payment

- (i) **Tipping Fee:** Berhampur Municipal Corporation shall pay the Processing Fee as quoted in the Annexure 12 based on the quantity of Waste processed from the project site on per metric ton basis monthly after obtaining recommendations from the Departmental technical committee for legacy waste of BERHAMPUR MUNICIPAL CORPORATION.
- (ii) **Mobilization Advance:** Mobilization advance equivalent to 3 (Three) % of the approved project cost shall be given by Berhampur Municipal Corporation to the Operator in a single installment against the submission of the following:
 - (a) Irrevocable Bank Guarantee for Mobilization Advance whose value shall be equal to 110 (one hundred and ten) percent of the Mobilization Advance. The Bank Guarantee shall be obtained from any Nationalized/ Scheduled Bank branch based in BeMC counter guaranteed from a local bank.
 - (b) Execution of the Form of Agreement by the parties thereto.
 - (c) Submission of Security Deposit/Performance Bank Guarantee by the Bidder.
 - (d) **10% of the total bill amount will be deducted for non-compliance of RDF Certificate.**

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

Mobilization Advance = 0.02 * Approved Project Cost

Wherein:

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

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

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

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

- (a) Payment shall be made to the Operator every month on the basis of weight of net quantity of input waste processed from each dumpsite certified by the Departmental technical committee.
- (b) The Operator shall receive payment from Berhampur Municipal Corporation as per the Agreement and by obtaining and submitting to Berhampur Municipal Corporation the certificate from the in-charge officer or site engineer or any other monitoring mechanism decided Berhampur Municipal Corporation Berhampur Municipal Corporation along with the certification of weighment slips by the in-charge officer for each trip of legacy waste weighed. **The details of the RDF removed to Cement/other approved plants must be submitted along with the documents for the month. Non-submission of these documents 10% of the invoice shall be withheld to be later released on submission of the documents.**
- (c) The reconciliation of the bills shall be done by the Departmental technical committee for legacy waste formed by the Berhampur Municipal Corporation before the final bill is submitted for payment.
- (d) The payments to the Operator shall be made on a monthly basis as per the following formula:

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

- (e) The Operator shall raise monthly invoice by the 7th of the subsequent month and submit to The Berhampur Municipal Corporation for legacy waste.
- (f) Berhampur Municipal Corporation shall evaluate the submitted invoice and inform Operator if any discrepancy or changes/modifications required within 7 working days from the date of receipt of the invoice.
- (g) If any change/modification is prescribed by the Berhampur Municipal Corporation for legacy waste in the submitted invoice, the Operator shall revise the invoice within 7 (seven) working days since the receipt of intimation of such change/modification from Berhampur Municipal Corporation for legacy waste.
- (h) After a recommendation for payment of the invoice amount from the Berhampur Municipal Corporation and on subsequent approval from the Competent Authority of Berhampur Municipal Corporation, the payment shall be released to the Operator within 15 (fifteen) working days from the date of submission of the modified invoice compiling the discrepancies if any intimated by BEMC in accordance with the terms and conditions of this agreement. Partial payments shall be allowed at the discretion of the Competent Authority of Berhampur Municipal Corporation.

(v) Penalty for Non-Compliance

Sl. No.	Description of Non-Compliance	Penalty Amount
1	Non-compliance to Environmental Standards notified by regulatory authorities or as specified in the Contract.	Rs. 20,000/- per Incidence per day till compliance is achieved.
2	Non-provision/ delay in the provision of site facilities as per specifications.	Rs. 5,000/- per item per day till compliance is achieved.
3	Non-compliance with Safety Standards, and use of Personal Protective Equipment by the Workers.	Rs. 1,000/- per Incidence per day till the compliance is achieved.
4	Failure to process the minimum average specified quantity of legacy waste on a daily basis (Computed monthly) excluding the monsoon period as decided in the Work plan	Per day penalty = (Target Qty – Actual Qty) * Processing Fee for per MT of Legacy Waste processed from the Project Site
5	Failure to Submit Progress Report on time	Rs. 5,000/- per incidence
6	Delay in Completion of Project	(Approved Project Cost)/ 730 * Duration of delay in days

(vi) Penalty for Non-Compliance during Monsoon period

Operator shall ensure

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

Penalty of Rs. 5,000/- per incidence per day till compliance is achieved in both the above cases.

(vii) Incentives for Early Completion

The total duration of project including the mobilization period and time period required for getting necessary statutory clearances/permissions is 24 months. However, in case bidder completes the project before the stipulated timeline, incentives will be paid @2.5% of total contract value for every 6 (six) months early completion (Period less than 6 months will not be considered for an incentive). The payment on account of this shall be paid after the complete biomining of the legacy waste from the site, bringing the site to its original position, and handing over the site to the BEMC free from all machinery and construction work.

3.9 Sub-contracting

- i. The Operator may sub-contract any portion of work, up to a limit, with the approval of the Officer-in-Charge but may not assign the contract with the approval of the employer in writing. Sub-contracting does not alter the Operator's obligations.
- ii.
- iii. The operator shall not be required to obtain any consent from the employer for:
 - a) The Sub-contracting of any part of the works for which the sub-contractor is named in the contract.
 - b) The provision of labor; and
 - c) The purchase of materials which are in accordance with the standards specified in the contract.

d) Beyond this if the operator proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according to approval:

- The operator shall not sub-contract the whole of the works.
- The operator shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve at the operator from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the operator, his agents or workmen.
- The Employer should satisfy whether (a) the circumstances warrant such sub-contracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.
- If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the operator so that this arrangement does not alter the operator's liability or obligations under the contract.

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

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

3.10 Weighment System and Monitoring

i. Weighment

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

- a. It shall be a fully online electronic, automatic system equipped with the latest technology along with a backup server facility. Data of the weighment system shall be maintained properly for the entire contract period with a backup server facility and shall be provided as & when required by Berhampur Municipal Corporation officials and competent authorities.
- b. It shall be operated in CCTV surveillance with data storage of the entire contract period. For CCTV surveillance High-Definition IP-based cameras in adequate numbers (as directed by Berhampur Municipal Corporation) shall be provided by the Operator.
- c.
- d. CCTV picture recordings of the operation of weighment system with vehicle number shall be provided as and when required by Berhampur Municipal Corporation officials and competent authorities. The monitoring of the weighbridge shall be done by BEMC, and the details shall be finalized during the preparation of the Work Plan.

- d. All the data acquisition of weighment system comprising weighment of SW to be processed shall be done on real time basis through online on website <http://www.urbanodisha.gov.in> public domain in view of the transparency of project operations. Dedicated connectivity for both Berhampur Municipal Corporation users and citizens shall be provided by the Operator.
- e. In case any malfunction/technical problem in the functioning of weighment system, the same shall be rectified by Operator within period of 24 hrs. Stand by weighbridge shall be kept ready for eventuality.

ii. Monitoring

- a. The plant site shall be properly fenced with one entry and one exit points and all vehicles are RFID tagged installed with On Board Unit (OBU) and GPS enabled to map their movement.
- b. RFID tagged with unique numbering system shall be used for input line, output line and other vehicles engaged in excavation and pre-stabilization.
- c. Boomer shall be installed at entry, exit points and also before just entering input line of the plant.
- d. Fully online electronic, automatic system equipped with PLC and SCADA based monitoring with latest state of the art technology along with backup server facility shall be used for daily monitoring.
- e. CCTV surveillance on each processing line/points, entry and exit points with high definition PTZ camera and further storage of data of pictures of work undertaken on daily basis.
- f. The treatment plant shall be provided with necessary infrastructure like security and access control/s 24x7 throughout the year.
- g. The Operator has to carryout drone mapping at the beginning of the project and after every 45days of the project duration. Relevant drone software shall be used to create 3D structural models and for volumetric measurements and estimate depth of dump site. The following steps need to be strictly adhered by the bidders.
 - i. Conduct drone mapping at the beginning of the project to create 3D structural models, and to estimate the total volumetric measurements and depth of the dumpsite. This will act as a base line information of the legacy waste site.
 - ii. Repeat drone mapping after every quarter to create the revised 3D structural models. Superimpose this with the previous 3D structural models to find out the volumetric reduction and also reduction in depth.
 - iii. Use weight density of 0.8 MT/Cum to calculate the quantity of reduction in Metric Ton.
 - iv. Submit the quantity reduction data in Metric Ton and full report along with electronic & automated weighment data of legacy waste processed, CCTV footage etc. to process payment.
 - v. If the quantity of reduction in Metric Ton arrived through drone mapping is within 5% of weighment through weighbridge, then the payment made based on weighbridge weight shall be considered as final. However, if the quantity of reduction in Metric Ton in drone mapping is beyond 5%, the payment on account of difference beyond 5% shall be recovered from the next bill.

3.11 Quality Control

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

3.12 Force Majeure

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

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

3.13 Termination

- a) **Termination on expiry of the contract:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the Berhampur Municipal Corporation has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- b) **Termination on account of Force Majeure:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Section Three.
- c) **Termination on account of insolvency:** In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Berhampur Municipal Corporation shall, by a notice in writing have the right to terminate the Contract and all the Successful Shortlisted Bidder's rights and privileges here under, shall stand terminated forthwith.

- d) Termination on breach of contract: A breach by the Successful Bidders of its obligations hereunder and such breach not being rectified by the Successful Bidders within 30 working days of receipt of the Berhampur Municipal Corporation's notice intimating such breach. Upon termination, the Successful Bidders shall surrender all the data, material and assets belonging to the Berhampur Municipal Corporation.
- e) Termination for delay: Successful Bidders shall be required to perform all activities/services as per these conditions and specifications. If the Successful Bidders fails to do so, the Berhampur Municipal Corporation shall give a written notice to fulfill the applied conditions and specifications within the next 30 working days, failing which the Contract is liable for termination.
- f) Consequences of termination: In all cases of termination herein set forth, the obligation of the Berhampur Municipal Corporation to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or for barranca after such termination.
- g) BEMC or Contract may terminate the contract by giving one month notice period to either party.

3.14 Disputes Resolution

- a) The Berhampur Municipal Corporation and the Bidders shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with this RFP Document.
- b) If, within 30 (thirty) days from the commencement of such informal Negotiations, Parties are unable to resolve the dispute amicably, they shall refer the dispute to an Arbitral Tribunal consisting of three arbitrators, one each appointed by the BERHAMPUR MUNICIPAL CORPORATION, and the Operator and the two arbitrators together appoint a third arbitrator who shall act as the presiding arbitrator. The decision of the Arbitral Tribunal shall be final and binding on both the parties in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.
- c) All Arbitration proceedings shall be held at BEMC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

3.15 Insurance:

- (i) The Operator shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Operator, (cover from the first working day after the Start Date to the end of Defects Liability Period), to an amount as per Annexure 16:
 - (a) For loss of or damage to the Works, Plants and Materials and the Operator's equipment.
 - (b) For liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Operator's performance of the Contract including the Operator's liability for damage to the Berhampur Municipal Corporation's property other than the Works and.
 - (c) For liability of both Parties and of any Berhampur Municipal Corporation's representative for death and injury to the Operator's personnel except to the extent that liability arises from the negligence of the Berhampur Municipal Corporation, any Berhampur Municipal Corporation's representative or their Employees.

- (ii) Policies and certificates for insurance shall be delivered by the Operator to the Berhampur Municipal Corporation for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.
- (iii) If the Operator fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Berhampur Municipal Corporation may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Operator. If no payments are due, the payment of the premiums shall be a debt due.
- (iv) Alterations to the terms of insurance shall not be made without the approval of the Berhampur Municipal Corporation.
- (v) Both Parties shall comply with any conditions of the insurance policies.

3.16 Miscellaneous

- (a) Berhampur Municipal Corporation may delegate any of his duties and responsibilities to other people after notifying the Operator and may cancel any delegation after notifying the Operator.
- (b) Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of the Indian Contract Act).
- (c) The Operator shall cooperate and share the Site with other Operators, public authorities, utilities, and Berhampur Municipal Corporation as and when required.
- (d) The Operator shall employ the technical personnel (of number and qualifications) as may be stipulated by Govt. of Odisha from time to time during the execution of the work. The technical staff so employed shall be available at the site as may be stipulated in the approved Work Plan.
- (e) If the Berhampur Municipal Corporation asks the Operator to remove a person who is a member of the Operator's staff or his workforce stating the reasons, the Operator shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- (f) Berhampur Municipal Corporation is responsible for the excepted risks which are:
 - (a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Operator or his Sub-Operators arising from the conduct of the Works; or
 - (b) A cause due solely to the design of the Works, other than the Operator's design; or
- (c) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Operator:
 - (i) Could not have reasonably foreseen; or
 - (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

- (A) Prevent loss or damage to physical property from occurring by taking appropriate measures or
- (B) Insure against such loss or damage
- (g) All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Operator. The Operator or its sub-contractor shall indemnify Berhampur Municipal Corporation any eventuality or mishappening that may arise due to any reason during the course of execution of the contract.
- (h) The Operator, in preparing the tender, may refer to the investigation reports as annexed in the Annexure, supplemented by any information available to the Tenderer on its own. However, the Tenderers are requested to investigate at their end for the completeness and correctness of the information. The Berhampur Municipal Corporation shall not be responsible for any lack on information for filling/execution of the Tender.
- (i) **Approval by the Employer:**
 - (a) The contractor shall submit the specifications and the drawings showing the proposed works and Temporary Works as required to the Employer, who is to approve them if they comply with the Specifications and Drawings.
 - (b) The Operator shall be responsible for the design of the Works.
 - (c) The Employer's approval shall not alter the Operator's responsibility for design of all the project's work including Temporary Works
 - (d) The Operator shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.
 - (e) The Operator shall submit the working Drawings for all the works under the contract as applicable or required.
 - (f) All Drawings including prepared by the Operator for the execution of the permanent or temporary Works, are subject to prior approval by the Employer before their use.
- (j) **Safety:** The Operator shall be responsible for the safety of all activities on the Site.
- (k) **Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Operator is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.
- (l) **Access to the Site:** The Operator shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

SECTION IV

Annexure – 1 Covering Letter Format

(The covering letter is to be submitted by the Shortlisted Company, along with the Envelope A of the RFP)

Date: Place:

To,
Commissioner,
Berhampur Municipal Corporation
Berhampur, Ganjam
Pin-

Subject: Request for Proposal for Biomining of Legacy Waste at the Existing Dumpsite in BeMC

Respected Sir,

We hereby confirm the following:

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

For and on behalf of:

Signature:

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

Encl. Power of Attorney

Annexure – 2 Letter of Commitment Format

(The Letter of Commitment is to be submitted by the Key Person(s) of the Company)

Date:

Place:

To,

Commissioner,
Berhampur Municipal Corporation
Office of the Berhampur Municipal Corporation
BERHAMPUR -760002
Email: mcbemc08@gmail.com

Dear Sir,

Subject: Request for Proposal for Biomining of Legacy Waste at the Existing Dumpsite in BEMC

This has reference to the RFP being submitted by in respect of the RFP issued by the BERHAMPUR MUNICIPAL CORPORATION dated.....

Please in response to the RFP issued by the Berhampur Municipal Corporation dated.....

We hereby confirm the following:

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

For and Behalf of the Company

Signature of the Authorized Signatory

Name:

Designation:

Annexure – 3 Description of the Bidder

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the corporate headquarters and its branch office(s) if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project(The bidder to submit documents in support of having business in SWM for more than 5 Years)
3. Details of individual(s) of the Bidder who shall serve as the point of contact/ communication for the Authority/ BERHAMPUR MUNICIPAL CORPORATION:
 - a) Name:
 - b) Designation:
 - c) Company:
 - d) Address:
 - e) Telephone Number- Landline: Mobile:
 - f) E-Mail Address:
 - g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Phone Number- Landline: Mobile:
 - e) Fax Number:

Name of Bidder:

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

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

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

(On stamp paper of appropriate value)

POWER OF ATTORNEY FOR SIGNING OF BID

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

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

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

For _____

(Signature)

(Name, Title, and Address)

Witnesses:

1.

2. Accepted

[Notarised]

(Signature)

(Name, Title, and Address of the Attorney)

Notes:

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

Annexure – 5: Format for Anti-Collusion Certificate

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

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

Dated this Day of, 2024

.....

(Name of the Bidder)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

Note:

- a. *On the Letterhead of the Bidder*

Annexure – 6: Bank Guarantee in Lieu of Performance Security for Work

THIS INDENTURE made thisday of20....

BETWEEN

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

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

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

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

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

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

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

IN WITNESS WHEREOF

WITNESS (1)

Name and

.....

.....

Address

.....

.....

.....

.....

WITNESS (2)

Name and the duly constituted Attorney

Manager

Address

.....

.....

The Bank and the said Messers

..... (Name of the Bank)

WITNESS (1) Name

And

Address

.....

WITNESS (2) for Messers

Name and (Name of the Bidder)

Address

.....

Annexure – 7: Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

Annexure – 8:Annual Turnover Certificate

Sole Bidder Name:

S. No.	Financial Year	Annual Turnover (INR) in Crores
1.	2021-22	
2.	2022-23	
3.	2023-24	
Average		

Net Worth	INR in Crores
As on Dt. 31.03.2024	

Name of the auditor issuing the certificate:

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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

Note:

- Turnover certificate should be issued by the Statutory Auditor/Chartered Accountant with UDIN

Annexure –9: Draft Article of Agreement for the Execution of Works

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

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

Contract for Carrying out work of

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

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

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

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

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

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

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

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

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

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

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

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

Signed and delivered by the Bidders

.....

.....

In the presence of Trading under the name & style of

..... Full

Name

Address Bidders

.....

.....

Signed by the Commissioner in the presence of.....

.....

(1) (1)

.....

(2) (2)

.....

Annexure – 10: Initial Implementation & Operation Plan (IIOP)

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

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

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

Sl. No.	Components	Weightage
A	Biomining Action Plan	10
1.	Project Understanding	
2.	Approach and Methodology for Project Operations	
3.	Procurement Plan, Equipment, and Manpower Deployment Schedule including organization chart	
4.	Takeover Plan	
5.	Monsoon plan	
6.	Fire Management, Leachate Management Plan & Inert Management Plan if any, QA & QC Plan & EHS Plan	
7.	Disaster Management Plan	
8.	Action Plan for Complaint Redressal System	
9.	Implementation Schedule and Action Plan for MIS	
10.	Monitoring and Reporting plan To BERHAMPUR MUNICIPAL CORPORATION	
11.	Operation & Maintenance Plan	
12.	Environment, Health and Safety (EHS) Plan	
13.	Business Plan	
14.	Risk Assessment	
B	Bio-Earth and RDF Disposal Plan	10
Total		20

A. Biomining Action Plan**1. Project Understanding**

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

2. Approach and Methodology for Project Operations

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

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

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

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

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

4. Takeover Plan

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

5. Operation Plan in Monsoon Period

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

6. Fire and Leachate Management Plan

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

7. Disaster Management Plan

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

8. Action Plan for Complaint Redressal System

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

9. Implementation Schedule and Action Plan for MIS

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

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

10. Monitoring and Reporting to BERHAMPUR MUNICIPAL CORPORATION

Bidder shall explain the regular monitoring and reporting plans about the operations to BERHAMPUR MUNICIPAL CORPORATION.

11. Operation & Maintenance Plan

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

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

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

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

[§] Bidder to detail out the frequency of replacement of these assets.

12. Environment, Health and Safety (EHS) Plan

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

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

13. Business Plan

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

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

14. Risk Assessment

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

B. Bio-Earth and RDF Disposal Plan

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

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

Annexure – 11: Financial Bid Format

(To be submitted separately on the Letter Head)

To,

Date: _

Commissioner,
Berhampur Municipal Corporation
Office of the Berhampur Municipal Corporation
BERHAMPUR -760002
Email: mcbemc08@gmail.com

Dear Sir,

Sub: Financial Bid for RFP Reference No. dated for Biomining of Legacy Waste at the Dumpsite in BEMC

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

- 1) I/We are pleased to inform you that I/We would demand the Quote of Rs.____/- (In words-Rupees-----) exclusive of GST as processing fees to process per MT of legacy waste on the project site as per the terms and conditions set out in the RFP along with our preliminary studies conducted at the dumpsite and also to Quote of Rs.____/- (In words-Rupees-----) exclusive of GST per MT for disposal of earlier segregated Dumpsite waste as per CPCB guideline mentioned in the Scope of work in Para-3.2 of RFP .
- 2) I/We agree that the Quote shall not be subject to revision throughout the project period.
- 3) I/We confirm that in case of a discrepancy in Figures and Words for the Amount Quoted, the amount quoted in words shall be considered.
- 4) We confirm that the information submitted in our Financial Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Financial Bid.
- 5) I/We confirm that our Bid shall be valid for a period of 180 (one hundred and eighty days) and we shall extend the Bid validity as desired by the BERHAMPUR MUNICIPAL CORPORATION, and it shall remain binding upon us.
- 6) I/We confirm that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

- 7) I/We confirm that I/We have examined and have no reservations to the RFP Document, including the Addendum issued by you.
- 8) I/We confirm that I/We shall submit the supporting financial model, cost estimate, and various financial assumptions in support of this Financial Bid.
- 9) We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Bid and as required to Design, Build, Operate and Transfer the Project, in the event that we are finally selected.
- 10) I/We confirm that, as per the RFP condition, we shall be obliged to all the terms and conditions of the RFP.

Yours Faithfully,

For and on behalf of (name of bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

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

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

Financial Bid Annexure-I***

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

Yours Faithfully,

For and on behalf of (name of bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Designation and Address of the Authorized Signatory)

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

Signature of Authorised Person

Name

Designation

(Seal of the Sole Bidder)

Annexure - 12: Format for Technical Experience

Details of Technical Eligibility							
Table A							
Experience of Biomining of Legacy Waste Or Fresh Waste Processing							
Sl.No	Financial Year	ULB Name	Quantity processed	Certificate of ULB for biomining with page number	Contact Person details of respective ULB	Copy of work contract with page number	Remarks
1	2024-2025						
2	2023-2024						
3	2022-2023						
4	2021-2022						

Table B							
Experience of Disposal of RDF							
Sl.No	Financial Year	ULB Name	Processing Plant Name & Location	Contract with processing plant with page number	Qty. of RDF processed as certified by Plant	Certificate with page no. & contact person details	Remarks
1	2024-2025						
2	2023-2024						
3	2022-2023						
4	2021-2022						

Table C				
List of Equipment for 1st Line processing plant				
Sl.No	Name of the Machinery	Capacity & Technical Specification	Documents for ownership or lease agreement with page number	Remarks
1				
2				
3				
4				

Date:

(Signature of the authorized signatory)

Name

Designation

Note:

- a. For every ongoing project, submit a copy of the contract agreement.
- b. For every completed project submit the client certificate stating that the project has been carried out by following CPCB guidelines.
- c. If the Bidder has Work Experience Certificates in volume (meter cube) then 0.8 MT shall be considered to be equal to 1 meter cube for evaluation purposes.
- d. Submit the necessary certificate from the plant where RDF has been processed.
- e. If any certificates are found submitted but not listed in the above table, then the same certificate will not be considered.

Annexure -13: Insurance Requirements

Insurance requirements are as under:

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

Annexure -14: Letter of Intent

(Letterhead of the BERHAMPUR MUNICIPAL CORPORATION)

_____ [date]

To: _____ [name and address of the Operator]

Dear Sir(s)

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

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

(Or)

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

(Delete whichever is not applicable)

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

Yours faithfully,

Authorized Signature
Commissioner,

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

Annexure -15: Issue of Notice to Proceed with the Work

(Letterhead of the BERHAMPUR MUNICIPAL CORPORATION)

To _____ (date)

_____ (name and address of the Operator)

Dear Sirs:

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

Yours faithfully,

Signature

**Commissioner,
Berhampur Municipal Corporation**

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

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

AMONGST

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

AND

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

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

WHEREAS

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

AND WHEREAS the Second Party has owned the bid for the Biomining of Legacy Waste at the Dumpsite in BEMC through competitive bidding process.

AND WHEREAS the Second Party has a commitment towards disposal of RDF recovered during the entire project duration of biomining, a fulfillment towards minimum eligibility criteria to sign the agreement with its client Housing and Urban Development Department, Odisha.

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

TERMS AND CONDITION OF THE AGREEMENT

- 1.
- 2.

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

WITNESSES

(1)

(Authorized Signatory of the First Party)

(2)

(Authorized Signatory of the Second Party)

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

AFFIDAVIT OF UNDERTAKING

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

I, [Full Name], of legal age, currently residing at [Your Address], after being duly sworn, depose and state as follows:

1. Identification:

- Full Name: [Your Full Name]
- Date of Birth: [Your Date of Birth]
- Address: [Your Address]
- Contact Information: [Your Phone Number and/or Email Address]

2. Employment/Agency Information:

- Agency Name: [Agency Name]
- Agency Address: [Agency Address]
- Position/Title: [Your Position/Title]

3. Project/Work Undertaken:

- Project/Work Description: [should mention the biomining plant name & RDF Processing Plant Name]
- Duration: [Start Date] to [End Date]
- Qty. of RDF Processed: [Outline Key Responsibilities and Tasks Completed]
- Achievements: [Highlight Major Achievements or Milestones Reached]

4. Declaration: I hereby affirm that I have undertaken and completed the aforementioned work to the best of my ability and in accordance with the standards and requirements set forth by [Agency Name]. I declare that all the information provided herein is true and correct to the best of my knowledge and belief.

5. Signature and Date:

- Signature: _____
- Date: _____

6. Notary Public: Subscribed and sworn to before me this ____ day of _____, **20**, by [Your Full Name], who is personally known to me or has produced [Identification Document] as identification.

- Notary Public Signature: _____
- Notary Public Name: _____
- Commission Number: _____
- Commission Expires: _____