

Log

Request for Proposal
Document
For

**Providing Services for Processing of Municipal Solid
Waste**

DATE: -----

----- Municipal Corporation/ Council/Nagar Panchayat

Address:-----

Phone:----- Website: ----- email: -----

Signature of Bidder / Authorized Person

LOGO OF ULB	Municipal Corporation/Council -----
	Address : -----
	Phone: ----- Fax: ----- email: -----

Notice Inviting Request for Proposal for hiring

No.-----/SWM/2013-14/ **Date:-----**

1. ----- (Name of Urban Local Body) invites sealed proposals from eligible experienced firms/ NGOs/ agencies for the works mentioned below : -

Description of Work	Bid Security	Contract Duration
Processing of Municipal Solid Waste for ----- town	For each Nagar Panchayat – Rs. 52,00,000 For each Nagar Parishad – Rs. 2.00 Lakh For each Nagar Nigam – Rs. 8.76 Lakh	10 Years after installation & commissioning of processing plant [should be minimum 10 years]

2. Interested bidders may download the complete Request for Proposal, from tender section on the website ----- and enclose a Demand Draft of Rs. 5000/- against cost of RFP document applicable in favour of **Municipal Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat ----- (name of town)**, payable at ----- (name of town).
3. Interested Bidders may submit their proposal along with the requisite cost of the RFP document. No proposal will be accepted without cost of RFP document. No liability will be accepted for downloading the incomplete document.
4. Sealed Completed Proposals along with the Bid security in acceptable form will be received in the **Office of the Municipal Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat ----- (name of town)**, at the address below on any working day up to 15:00 hours on date ----- . Technical proposals shall be opened on same day at 15:30 hours at following Address:

(Tel: -----Fax: -----Email: -----)
5. Pre-Proposal Meeting will be held on ----- at 11:00 Hrs. at **place:** ----- . All bidders are advised to raise their queries in writing on or before the pre-proposal meeting during working hours through Fax:----- or email: -----
6. The Municipal Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat ----- (name of town) reserve the right to accept or reject any or all proposals without assigning any reason there of.

Sd/-
Municipal Commissioner/ Executive Officer

SECTION 1: LETTER OF INVITATION

Section 1 – Letter of invitation

Ref: Invitation No. -----/SWM/2013-14/

Date:

From

Municipal Commissioner/ Executive Officer,
Municipal Corporation/ Council/ Nagar Panchayat
-----*(name of town)*

To

[Insert: Name and Address of Agency].....

.....

.....

Attention: Mr. /Ms.:

1. Municipal Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat -----*(name of town)* invites proposals to provide the services for installation, commissioning and O&M of **processing plant for Municipal Solid Waste collected and transported by the ULB.**
2. A firm will be selected under **Least Cost Selection (LCS)** basis and procedures described in this RFP, in accordance with the policies of the Govt. of Bihar.
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Bidders (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Contract Document
4. Please note that, if your firm (or any associate firm or Joint Venture Partner or Co-Applicant or Individual nominated in any submitted Technical Proposal for this project) has been previously engaged to prepare the terms of reference (TOR) for this assignment, or any part thereof, your firm (and/or any associate firm or joint venture partner or Co-Applicant or Individual so engaged) shall be disqualified from participation in this assignment.

Yours sincerely,

Municipal Commissioner/ Executive Officer

Municipal Corporation/Council/ Nagar Panchayat

SECTION 2: INSTRUCTION TO BIDDERS

SECTION 2- INSTRUCTIONS TO BIDDERS

<p>1. Introduction</p>	<p>1.1 ULB will select one or more agencies/NGOs/Firms in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 Eligible Agencies/NGOs/Firms are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidders.</p>
	<p>1.3 The Client will provide at no cost to the Bidders the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.</p> <p>1.4 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.</p> <p>1.5 Municipal Corporation/Council is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
<p>Conflict of Interest</p>	<p>1.6.1 Conflict of interest will be deemed occurring where (i) supply of goods and services whose ToR/specifications were prepared by bidder themselves (valid for both individual and organisation); (ii) continuation of previous assignment wherein ToR / specifications have not been prepared by the Agency; (iii) conflicting assignments like monitoring and evaluation (iv) related assignments and (v) Agencies (individual/organisation) have a business or family relation with Client staff member directly or indirectly involved in preparation of ToR/recruitment/supervision.</p> <p>1.6.2 In case of situation, where conflict of interest is arising, the shortlisted bidder has to take permission from the Employer to bid.¹</p>
	<p>1.6.3 Bidders have an obligation to disclose any situation of actual or potential conflict of interest. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.</p>
<p>Anticorruption</p>	<p>1.7 The Bidders will observe the highest standard of ethics</p>

¹ Unless specifically mentioned in the original ToR at the time of bidding, Agency is free to reject a request from the client for preparation of ToR for the following stage of the assignment.

	<p>during the selection process and in execution of such contracts. In pursuance of this the Employer will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;</p>
<p>Only one Proposal</p>	<p>1.8 If a bidder (including a partner in any Joint Venture) submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the inclusion of an Associate, including individual experts, in more than one proposal.</p>
<p>Proposal Validity</p>	<p>1.9 The Data Sheet indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of manpower and assets committed in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Bidders to extend the validity period of their proposals. Bidders who do not agree have the right to refuse to extend the validity of their Proposals.</p>
<p>2. Clarification of RFP Documents</p> <p>Amendment of RFP Documents</p> <p>Client Clarification of Proposals</p>	<p>2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.</p> <p>2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p> <p>2.3 It is understood that from time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Bidder to provide any additional document which will enable the disqualified bidder to be qualified for the bid. However, the client may seek clarification from any or all bidders about the information provided by the bidder in his/their technical</p>

	or financial proposal(s).
3.Preparation of Proposals	3.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Client, shall be written in the Hindi/English language.
	3.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Bidders should enclose all necessary documentary proof indicated in the Data Sheet which are required to meet minimum eligibility criteria. Bidders whose proposals do not respond to the requirements of the documents comprising the RFP will be disqualified and the price proposal of such disqualified bidders will be returned unopened.
	3.3 While preparing the Financial Proposal, the bidder should take in to consideration all the operation & maintenance cost and the revenue receipt from sale of compost from the processing plant.
Association Arrangements and Joint Ventures	<p>3.4 While preparing the Technical Proposal, Bidders must give particular attention to the following:</p> <p>For the purpose of submitting a proposal and subject to para 1.3 above, a shortlisted Bidder may enhance its expertise for the assignment either by:</p> <p>(a) associating with number of firms indicated in the Data Sheet in which case, the bidder firm shall be the Lead Firm and shall be solely liable under the Contract, or</p> <p>(b) Forming a Joint Venture with number of other firms indicated in the Data Sheet, in which case the Bidder and the Partners of the Joint Venture shall be jointly and severally liable under the Contract.</p> <p>In the event that the Bidder forms an association or a Joint Venture as described above, the Bidder shall submit a copy of the letter of association or the Joint Venture Agreement, as the case may be, with its Technical Proposal. In the case of a Joint Venture, the Bidder shall also submit a power of attorney (executed by all partners) that authorizes the designated lead or managing Partner of the Joint Venture to act for and in behalf of the Joint Venture and to legally bind such Joint Venture in any contractual or similar documentation. Any letter(s) of association, Joint Venture agreement, and Joint Venture power of attorney referred to herein, shall be attached to TECH-1, Standard Forms (Section 3) and submitted as part of the Technical Proposal of such Agency.</p>
Full-time	3.5 A regular full-time employee of the Bidder or the Associates

<p>Employees</p>	<p>is defined as a person who, on the date of submission of the Bidder's Proposal:</p> <p>(a) is currently employed under a contract or agreement of employment with the Bidder or Associates;</p> <p>(b) has been employed by the Bidder or the Associates for the last 12 consecutive months preceding the date of submission of the Proposal;</p> <p>(c) is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Agency or the Sub-Agency; and</p> <p>(d) is engaged to work for the Bidder or the Associates for the number of hours per day and days per year considered the norm in the country of employment or in the country in which the person is assigned.</p>
<p>Technical Proposal Format and Content</p>	<p>3.6 Depending on the nature of the assignment, Bidders are required to submit a Full Technical Proposal (FTP), a Simplified Technical Proposal (STP), or a Bio-data Technical Proposal (BTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information in the attached Standard Forms (Section 3).</p>
<p>4. Submission of Proposal</p>	<p>4.1 The bidder shall submit One original & one duplicate copy of technical proposal and one original copy of financial proposal. The technical proposal (both copies) & financial proposal (only one original copy) must be placed in two separate sealed envelopes clearly written on the envelope, the name of assignment, TECHNICAL PROPOSAL or FINANCIAL PROPOSAL. Bid Security in the form of D.D. or Bank Guarantee or FDR shall be placed in a separate envelop. Original copy of RFP, corrigendum, addendum and minutes of pre-bid meeting must be attached with the technical proposal. All the three sealed envelopes must be placed in one envelope, sealed and written on top of the envelope "Name of Assignment". Envelope containing cost of RFP should be attached with the main envelope or to be handed over to the person accepting the proposals.</p> <p>All pages of the technical proposal & financial proposal must be numbered and signed by the authorised signatory.</p>
	<p>4.2 The complete proposal should be submitted on the date &</p>

	time and place indicated in the Data Sheet.
	4.3 The representative of bidder shall be present while opening of the technical proposal (if he wishes to do so) and shall sign the attendance sheet. The technical proposal shall be opened on the date & time and place indicated in the Data Sheet.
5. Eligibility Criteria	5.1 The Bidder should fulfil the minimum eligibility criteria indicated in the Data Sheet.
6. Evaluation of Technical Proposal	6.1 The technical proposals will be evaluated by the technical evaluation committee/ purchase committee of the ULB on the basis of information provided in the technical proposal of the bidders to check the compliance of eligibility criteria.
Opening of Financial Proposal	6.2 The financial proposal of those bidders who have been declared technically qualified will be opened in presence of the representative of bidders who choose to be present on the date & time communicated by the employer to the bidders in written form by letter or Fax or email.
Evaluation of Financial Proposal	6.3 The financial proposal of technically qualified bidders will be evaluated. Arithmetical corrections (if any) will be made by the evaluation committee/ purchase committee and evaluated annual cost of each bidder payable to the bidder shall be arrived. The evaluated annual cost payable (excluding service tax) to the bidder shall be compared of all bidders. The bidder whose evaluated annual cost of service is minimum shall be considered for award of contract.
7. Performance Security	7.1 The selected bidder shall submit performance security of 10% of agreed total annual cost of service (including service tax) payable to the client in the form of Bank Guarantee or FDR valid for 15 months from the date of issue of Letter of Acceptance (LOA).
8. Duration of Contract	8.1 The duration of contract for performing the services shall be as indicated in Data Sheet

Section 2: Data Sheet to Instruction to Bidders

Paragraph Reference	Description
1.1	<p>Name of the Client: Municipal Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat -----(<i>name of town</i>)</p> <p>Method of selection: Least Cost Selection (LCS) Method. The LCS in this case means the highest royalty in % of sale value of products/ by products payable by the concessionaire to the client.</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: Processing of Municipal Solid Waste of Municipal Corporation/ Council/ Nagar Panchayat -----(<i>name of town</i>).</p> <p>The overall scope of work is as specified in the Terms of Reference.</p>
1.3	<p>The client will provide to the agency/NGO/Firm encroachment free land for construction, installation & commissioning of Waste Processing Plant, office building WTP etc. The client will also get the approach road constructed and the entry gate fixed at the site.</p>
1.9	<p>Proposals must remain valid for 120 days after the submission date, i.e. until: -----</p>
2.1	<p>Clarifications may be requested not later than 10 days before the submission date. The address for requesting clarifications is: The Municipal Commissioner/ Executive Officer Municipal Corporation/Council/ Nagar Panchayat ----- (<i>Name of town</i>) (Tel: -----; Fax: ----- Email: -----)</p> <p>The queries may be sent by post, by Fax or by email to the employer in writing or the bidder may raise query during pre-bid meeting scheduled to be held on ----- at 3.00 pm at the office of Municipal Corporation/Council/ Nagar Panchayat ----- (<i>Name of town</i>)</p> <p>The Client's representative is: Municipal Commissioner/Executive Officer of Municipal Corporation/Council/ Nagar Panchayat ----- (<i>Name of town</i>)</p>
3.2	<p>The Bidder is also advised to visit the site/ disposal ground and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for processing of Municipal Solid Waste. The costs of visiting the processing site and the municipal area shall be at the Bidder's own expenses. The Bidders must familiarize</p>

	<p>themselves with local conditions and to take them into account in preparing their proposals.</p> <p>Following documentary proof are required related to eligibility of technical bid:</p> <ul style="list-style-type: none"> (i) Registration of firm/company/NGO (both lead partner & JV partner in case of Joint Venture) with the state government / Govt. of India under the relevant Act. (ii) Audited financial statement (Balance Sheet and Profit & Loss Statement) of the firm/company/NGO (both lead partner & JV partner in case of Joint Venture) for the last 3 years i.e. 2011-12, 2012-13, 2013-14 (iii) Solvency Certificate and letter of credit issued by the bidder's (lead partner in case of Joint Venture) banker, (iv) Copy of work orders & completion certificates (in case of completed 1 projects) or certificate of satisfactory operation (in case of on-going O&M project) in favour of bidder (both lead partner & JV partner in case of Joint Venture) (v) Details of technical Personnel available for the assignment (vi) Details of Plant & Machinery available with the bidder's (lead partner & JV partner in case of Joint Venture) firm (vii) Form of association or joint venture agreement in case of association/ joint venture. (viii) Power of Attorney for the authorised person to sign the bid/proposal (ix) Bid Security in the form of D.D. or Bank Guarantee in favour of the employer or Fixed Deposit Receipt (FDR) pledged in the name of employer (x) Cost of RFP Document in the form of D.D. only
<p>3.3</p>	<p>The bidder should assess the quantity & quality of waste collected, transported and dumped from their own sources/ surveys. However, available data will be provided by the ULB.</p>
<p>3.4</p>	<p>Association or Joint Venture Bid allowed but the number of Associated Partners/ Joint Venture Partners including lead partner should not be more than two (2).</p>
<p>3.6</p>	<p>The format of the Technical Proposal to be submitted is:</p> <p>Simplified Technical Proposal (STP)</p> <p>Following Technical Forms must be filled up:</p> <p>TECH-1: Technical Proposal Submission Form</p> <p>TECH-2A: Firm's Organization</p> <p>TECH-2B: Financial Statement</p> <p>TECH-2C: Firm's Experience</p>

	<p>TECH-2D: Key Technical and Managerial staff</p> <p>TECH-3: Methodology for proposed operation & maintenance</p> <p>TECH-4: Format for power of attorney for signing of proposal</p> <p>TECH-5: format for power of attorney for lead member of consortium / joint venture</p>
4.1	<p>Bid Security of an amount specified in the Notice Inviting RFP in the form of D.D. or Bank Guarantee in favour of employer or Fixed Deposit Receipt (FDR) pledged in the name of employer valid up to 30 days beyond the date of validity of bid shall be submitted along with each proposal. The bid security of a bidder will be forfeited if the bidder withdraw his proposal after due date of submission. The bid security of successful bidder will be forfeited if he refuses to execute the agreement or if he does not submit performance security.</p>
4.2	<p>Proposals must be submitted no later than the following date and time: 15:00 hours on ----- Place: Office of Municipal Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat ----- <i>(Name of town)</i></p>
4.3	<p>Technical proposal shall be opened on the following date & time: 15:30 hours on ----- Place: Office of Municipal Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat ----- <i>(Name of town)</i></p>
5.1	<p>The minimum eligibility criteria to be technically qualified is as follows:</p> <p>(i) The bidder (both lead partner & joint partner in case of JV) should be a legal entity registered with the state government/ Govt. of India under relevant Act;</p> <p>(ii) The bidder (lead partner firm in case of JV) should be operational in India since last 3 years prior to date of submission of proposal;</p> <p>(iii) The bidder should have minimum average annual turnover of Rs. ----- ----- <i>(Rs. 6.20 Crore for Nagar Nigam, Rs. 1.75 Crore for Nagar Parishad and Rs. 65.00 Lakh for Nagar Panchayat)</i> of last 3 years. In case of Joint Venture Bid, the average annual turnover of lead partner should be minimum 75% of above requirement and the average annual turnover of JV partner should be 25% of above requirement.</p> <p>(iv) Net worth of the bidder (lead partner firm, associate firm & JV firm jointly in case of JV) should be positive</p> <p>(v) The bidder (lead partner firm, associate firm & JV firm jointly in case of JV) should have been operated or completed at least:</p>

	<p>(a) Installation & Commissioning of processing plant of total capacity of minimum <i>(30 TPD for Nagar Nigam, 20 TPD for Nagar Parishad & 10 TPD for Nagar Panchayat)</i>;</p> <p>(b) operation and maintenance of processing plant (mechanical composting or vermin composting or anaerobic composting) of total capacity of minimum <i>(30 TPD for Nagar Nigam, 20 TPD for Nagar Parishad & 10 TPD for Nagar Panchayat)</i>.</p>
7.1	<p>The successful bidder shall submit performance security of an amount equal to _____ <i>(Rs. 21.90 Lakh for Nagar Nigam, Rs. 5.00 Lakh for Nagar Parishad & Rs. 1.30 Lakh for Nagar Panchayat)</i>² from processing of MSW in the form of bank guarantee valid for 5 years extendable further till the end of the concession period or in the form of FDR pledged in the name of client. The performance guarantee will be returned to the bank after successful completion of contract.</p>
8.1	<p>The concessionaire shall complete the work of development of land, construction of boundary wall, entry gate, internal roads, office, guard room, toilets, finished product storage shed, windrow platform, effluent treatment plant etc., installation & commissioning of weigh bridge, plant & machinery of processing plant and other ancillary work within one year from the date of issue of NTP.</p> <p>The concessionaire shall operate the processing plant for minimum 10 years after its commissioning.</p>

² The estimation will be done considering that 20% of the weight of mixed Municipal Waste (during current year) is produced as compost and the sale rate of compost will be Rs. 3000/- per ton.

SECTION 3: TECHNICAL FORMS

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To:

The Municipal Commissioner/ Executive Officer,
Municipal Corporation/ Council/ Nagar Panchayat
----- (name of town)

Dear Sir:

I/ We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with/as a Joint Venture: [Insert a list with full name and address of each joint venture partner or Co-applicant].³ Attached is the following documentation: [letter(s) of association or Joint Venture Agreement and Joint Venture power of attorney for lead or managing Partner]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed methodology and personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the Notice to Proceed.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

³ [Delete in case no association or Joint Venture is proposed.]

Form TECH-2: Firm's Organization and Experience

A - Firm's Organization

[Provide here a brief description of the background and organization of the Firm and, if applicable, associated partner and each joint venture partner for this assignment.]

B – Financial Statement

Each Bidder or partner of JV must fill in this form:

Financial Data for Previous 3 Years in INR			
	Year 1: 2013-14	Year 2: 2014-15	Year 3: 2015-16

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues/ Turn over			
Profits Before Taxes			
Profits After Taxes			

Attached are copies of audited balance sheets including income statements for the last three years.

C - Firm's Experience

[Using the format below, provide information on each assignment for which your firm, and each joint venture partner or Co-applicant for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture or Co-applicant, for carrying out services similar to the ones requested under this assignment. Fill up separate sheet for each project]

1.	Name of Project & town	
2.	Name, Address & contact numbers of Client	
3.	Name of Entity undertaken the Project	
4.	Scope of work	
5.	Project Cost (annual tipping cost)	
6.	Waste Handling Capacity / Project size/ Population	
7.	Bidder's role in the project	
8.	Contract Period	
9.	Completed or On going	
10.	Details of the assistance / equipment provided by the ULB	
11.	Date of award/ Date of start	
12.	Delays in commissioning, if any with their reason	
13.	No. of months of Operation & Maintenance	
14.	Processing of solid waste tons/day	
	Year of Commissioning of Plant	Method of processing
	2013-14	Installed Capacity (MT/day)
	2014-15	
	2015-16	
15.	Has the project stopped / failed after	

	commissioning, if yes, provide reason	
16.	Litigations with the client, if any	
17.	Details of the Technical and Managerial staff engaged	
18.	% Equity shareholding in the project	
19.	Status of project	
20.	Remarks / Other Details	

Date:

Place:

Rubber Seal of the Bidder/

(Signature of the Authorised Signatory)

Lead Member of the Consortium

(Name and designation)

In the capacity of _____ (position) duly authorized to sign this Proposal
for and behalf of _____ (name of Sole Bidder / Lead Member
of the Consortium)

_____ (Address)

Form TECH-3: Methodology for proposed operation & maintenance

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

The Implementation Plan shall comprise:

1. Proposed Strategy

- a. Proposed plan for communicating with the Client staff
- b. Service Provider shall be required to submit a chart setting out the process flow for the activities envisaged.

2. Infrastructure (tools, equipment and vehicles) required for execution of the Project.

(Please refer the indicative requirements mentioned in the ToR)

Sr. No	Equipment / Machinery	Number

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

4. Processing Technology (Method of Composting / RDF / Waste to Energy)

Describe the process, list of plant & machinery, power requirement, likely % of product (compost) or likely power generation, likely quantity of RDF & likely % of rejects etc.

6. Manpower Proposed to be Deployed

Sr. No.	Staffing Aspect	Details
1	Total number of people to be deployed*	
2	Type of Staffs	
	Operational Staff*	
	Supervisory Staff*	
	Any other	

* Describing role & activities to be performed by each staff

7. Monitoring mechanism proposed

8. Mechanism for addressing any emergency situation

Form TECH-4

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We.....*(name and address of the registered office)* do hereby constitute, appoint and authorize Mr /Ms..... *(name and residential address)* who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our for taking up on the Project of ----- *(title of the project)* in area of ULB, (hereinafter referred to as specific ULB), including signing and submission of all documents and providing information/responses to BNP in all matters in connection with our Proposal.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the _____ Day of _____ 2012

For _____

(Name and designation of the person(s)

signing on behalf of the Bidder)

Accepted

_____ Signature)

(Name, Title and Address of the Attorney)

Date:

Note:

Note:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
3. *In case the Proposal is signed by an authorized Director, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

Form TECH-5

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF
CONSORTIUM / JOINT VENTURE**

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Whereas ----- *(Name of the employer)* has invited tenders from interested parties for ----- *(title of the project)* as Per SWM Rules 2016 within Municipal limits of ----- *(name of town)*".

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Tender(Tender Document), and other connected documents in respect of the Project, and Whereas, it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project or in the alternative to appoint one of them as the Lead Member, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project

NOW THIS POWER OF ATTORNEY WITNESSES THAT;

We, M/s. -----, M/s -----
----- M/s. -----

----- *(the respective names and addresses of the registered office)* do hereby designate M/s.....being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of application/ proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with BNP, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the end of the contract period.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member/Lead Technical Member and the Lead Financial Member our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated thisDay of *(month)* *(year)*

.....

(Executants)

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

Note: 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.

SECTION 4: FINANCIAL PROPOSAL

Section 4: Financial Proposal

- Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.3 of Section 2. Forms FIN-1, FIN-2, are to be used whatever is the selection method indicated in para 1.1 of Section 2.

- 1) The royalty payable to the client by the concessionaire in terms of % of amount of annual sale quoted by the bidder shall be fixed for all the years of operation of processing plant.
- 2) Quote of royalty payable to the client by the concessionaire in terms of % of amount of annual sale must be submitted in the Performa of Schedule of rates.
- 3) All the terms of the tender document are applicable.

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To:

The Municipal Commissioner/ Executive Officer

Municipal Corporation/ Council/ Nagar Panchayat

----- (name of town)

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the royalty payable to the client of sum of ----- % of annual sale value⁴ of product / by product [Insert percentage of value of annual sale of product/by product to pass on to the client in words and figures]. The amount of annual sale is exclusive of any expenditure / loss / depreciation incurred to produce the product / by product.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.9 of the Data Sheet.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

⁴ Annual Sale Value should be the actual amount of sale recorded in the books of accounts. The concessionaire will pay to the client the agreed Royalty in % of amount of annual sale mentioned in the profit & loss account of the company formed separately for construction, erection, commissioning & operation of processing plant.

Form FIN-2: Schedule of Price

Project Title: Processing of Municipal Solid Waste for ----- town

Sr. No.	Description	Royalty (% of actual value of annual sale to pass on to the client)
1.	Processing of Municipal Solid Waste received from ULB to convert in to & selling compost / RDF / Power & other by products.	

Note: -

- 1. The actual annual value of sale is the amount shown in the balance sheet / loss & profit statement.*

SECTION 5: TERMS OF REFERENCE

Section 5: Terms of Reference (ToR)

1. Brief Description of Task

----- (name of town) in Bihar wishes to engage private operators for Processing of Municipal Solid Waste as per Solid Waste Management Rules 2016 and best engineering practices within municipal limits. Sanitary Land fill site is not under scope of this work. It will be constructed & developed subsequently after acquiring suitable land. The income derived from sale of compost, RDF, Power, recyclable material and compost shall be of the agency. The agency will be responsible for providing services under the scope of work for whole town.

2. Background

2.1 Introduction

Solid Waste Management is one of the most essential services for maintaining the quality of life in the urban areas and for ensuring better standards of health and sanitation. Municipalities have overall responsibility for solid waste management (SWM) in their cities. However, most of them are currently unable to fulfil their duty to ensure environmentally sound and sustainable ways of dealing with waste generation, collection, transport, treatment, and disposal. The failure of SWM can result in serious health problems and environmental degradation. In most of the cases, the waste is collected and disposed of in uncontrolled dumpsites or burned openly. This practice further aggravates environment through impacts on water and air. The problem of SWM in India, when combined with rapid urbanization and unplanned development, is expected to be of such magnitude that significant reasons exist to initiate immediate action for improvements.

Like many other Indian cities, ----- (name of town) too need to improve SWM systems and practices. The salient features of the town are as follows:

(i) Population 2011 census - -----

(ii) Municipal Area (in sq. km.) - -----

iii) Climate and Rainfall:

(iii) Present Waste generation (MT per day) - ----- (approximately)

(iv) Approximate Quantity of mixed waste collected & transported up to processing site (MT per day) -----

(iv) Location of identified processing site - -----

(v) Area of identified processing site - ----- Acres

----- (name of town) is keen to improve the quality of service delivery by involving the private sector in the processing of municipal waste. The Municipal Corporation/ Council/ Nagar Panchayat has invited sealed bids for processing of waste, all work shall be as per specifications defined in Solid Waste Management Rules, 2016 and best engineering practices.

2.2 Objectives

The overall objective of this project is to create an efficient and effective solid waste management system in the entire municipal area. The sub objectives are as follows:

- a) To comply with Solid Waste Management Rules, 2016 and applicable laws, rules, guidelines in India and best engineering practices through Public Private Participation.
- b) To improve the existing standards of public health and environmental quality by establishing technically suitable MSW processing plant for conversion of MSW to useful products- Compost / Energy / RDF Incl. recycling of recoverable material and safe disposal of residue inert waste as generated during waste processing at the facility.
- c) Improve productivity of manpower, materials and equipment and promote economic operations of services.
- d) Promote and protect the quality and sustainability of overall urban environment in the service area.

2.3 Staff associated at present for SWM

The staff deployed at present by the ULB are as follows:

Supervisory staff - ----- Nos

Safai Karmchari (on payroll) - ----- Nos

Safai Karmachari (on contract) - ----- Nos

3. Scope of Work

3.1 Municipal Corporation/ Council/ Nagar Panchayat ----- (name of town) is desirous of implementing an '**Integrated Municipal Solid Waste Management Project**' covering various components of waste management from primary collection to final disposal. So part of the services (Processing of Waste) are being contracted in this contract.

The selected bidder/agency would be required to take up following components under this contract assignment at their cost:-

- a. Construction of boundary wall, entry gate, office building, guard room, required laboratory, finished product storage shed and other required structures.
- b. Preparation of design, drawing and specifications of required civil works and plant & machinery of capacity for processing of waste likely to generate till next 10 years. The technology for processing of mixed waste should be well proven & techno economically viable technology.
- c. Installation of plant & machinery for waste processing,
- d. Processing of waste (aerobic mechanical composting/vermin composting/anaerobic composting/RDF/waste to energy).
- e. Undertake awareness generation activities among the farmers and other users.
- f. The processing plant shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best engineering practice. The concessionaire shall be responsible for obtaining necessary clearance from state pollution control board or from Ministry of Environment & Forest / SEIAA.

All assets except the land, boundary wall, approach road & office building will be owned by the concessionaire for the period up to the concession period or till the

period of operation & maintenance of plant, if the concession period is extended. Thereafter, these assets will be owned by the client.

3.2 The agency shall procure, install & commission electronic weigh bridge of minimum 25 tons capacity (pit type or pit less) at the processing site/ dumping ground. Necessary computer hardware, software, printer and web camera shall also be installed with the weigh bridge so that weight of each vehicle containing garbage is recorded and saved with the photograph of number plate of vehicle.

3.3 Sale of Recyclables, Products or By-products

- The concessionaire will process the waste using appropriate technology such that the total mixed waste received at site is reduced to 20%.
- The concessionaire shall segregate all reusable & recyclable material including debris and construction material and shall dispose off them as per the provisions made in SWM Rules, 2016.
- The concessionaire shall also assess the market and provide details for comprehension of the marketing plans for compost and other by-products. The concessionaire shall make all efforts to sell 100% of such products & by-products every day so that the reusable & recyclable by-products are not required to be stored at the site more than one day of generation of the by-products. The proposal of concessionaire to dispose the processed waste in case the concessionaire is not able to sell the same should also be included in the plan.

3.4 Record keeping and Reporting

- The concessionaire will keep the record of sale of product/ compost/ by products i.e. the bills/receipts of every Kg of product and shall maintain the accounts of sale on daily basis. The ULB authority is authorised to inspect/audit the accounts of sale of the product/compost.
- The concessionaire shall maintain and submit electronic reports of the above records, using software and formats approved by the ULB, on a monthly basis. All records shall be available to ULB at reasonable times and places throughout the term of any Contract resulting from this RFP and for a period of five (5) years after last or final payment.

3.5 The concessionaire shall not use the land of waste processing site for any commercial purpose or for any other purpose other than that for processing of waste.

3.6 Green Belt should be maintained in accordance with O&M Plan and Operations Protocol.

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

- Prompt repairs of the weigh-bridge, storage and waste drying places, Leachate collection drainage and treatment system, electrical items, drains, vehicular passages, sieving machineries, lighting and fencing;
- Replacement of equipment/consumables, horticultural maintenance and repairs

to equipment, structures and other civil works which are part of the waste processing facility

- Maintaining the shape, scope, full cross-section of the storm water drainage system and Leachate collection and drainage system;
- Keeping the waste processing facility in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the facility or any other property on or near the site;
- Undertaking maintenance works in accordance with the O&M Plan and Operations Protocol;
- Preventing, with the assistance of law enforcement agencies, where necessary, any unauthorized entry to and exit from and any encroachments including any encroachments on the site;
- Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/ Permits.

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

- In the event of an Emergency, the CONCESSIONAIRE shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Waste processing facility or part thereof, the CONCESSIONAIRE shall promptly carry out any repair works necessary to restore the waste processing facilities to safe condition and in any event shall carry out such works before the affected area of the project facilities is re-opened to for normal operations.
- The CONCESSIONAIRE shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Operations Period.

3.9 The scope would not include

The concessionaire will not be responsible for collection & transportation of waste from the source of generation or from the secondary storage point to the waste processing site. Segregation at source, door to door collection of waste & transportation of waste up to processing site will be done by the ULB or by another agency. The concessionaire is also not responsible for construction of approach road. The client will get the approach road constructed at his level. **However, the client will sign the concession agreement only if the approach road is constructed.**

3.10 Location of Processing Plant

The proposed processing plant will be located at -----

4. Performance Security against the Work

4.1 Within ten (10) days of the receipt of letter of acceptance (LOA) from the Employer, the successful Bidder shall:

- Furnish the Performance Security for an amount equal to 5% of Rs. _____ (Rs. 21.90 Lakh for Nagar Nigam, Rs. 5.00 Lakh for Nagar Parishad & Rs. 1.30 Lakh for Nagar Pancjayat) in the form of Demand Draft or fixed deposit receipt (FDR) pledged in favour of Employer or Bank guarantee valid for 30 days beyond one year from the date of issue of award of work using Performance Security Form included in Section VI, Contract Forms, or in another form acceptable to the Employer;
- Attend office of Employer to sign the agreement on non judicial stamp papers as fixed by State Government.
- Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder.

4.2 The agency/ service provider shall submit the revalidated bank guarantee of performance security for further one year before 30 days from the date of expiry of validity.

5. Forfeiture of Security Deposit against Work

If during the term of this contract, the agency/ service provider is in default of the due and faithful performance of his obligations under this contract, municipal authority shall, without prejudice to its other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit. The security deposit shall be appropriated upon termination of contract by the ULB for any default.

6. Refund of Security Deposit against Work

The Security Deposit against work will be returned to the agency/ service provider within 28 days from the date of completion of the Contract.

7. Contract management and counterpart staff

7.1 The ULB will be the Contract Management Agency.

7.2 The ULB shall also designate one nodal officer and other counter-part staff for co-ordination with different line agencies, other Govt. agencies, and assist concessionaire for obtaining necessary approval from State Pollution Control Board, SEIAA and any other government department/ agency. The ULB shall also assist the concessionaire for award of any subsidy on production & sale of the compost from waste (if available from state/ central government).

8. Taxes

8.1 The concessionaire shall pay all duties & taxes to the central / state government that may be levied in accordance to the laws and regulation in-force on the equipment, materials, supplies (permanent, temporary and consumables) to be used on or

furnished under the Contract and on the operations to be performed under the Contract. Nothing in the Contract shall relieve the Agency from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.

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

9. Special Purpose Vehicle (SPV)

The concessionaire will form a Special Purpose Vehicle (SPV) company for construction, erection, commissioning and operation & maintenance of processing plant at the Municipal Corporation/ Council/ Nagar Panchayat ----- (town). The ULB represented on the Board.

10. Payment of Royalty

The Concessionaire shall pay to the Municipal Corporation/ Council/ Nagar Panchayat ----- (town) the royalty @ agreed percentage of annual sale value of compost, recyclable & reusable materials and other by-products on the 1st day of August of every year failing which the concessionaire shall also pay interest @ 18% per annum after 1st August of the year of default. The annual sale value of compost, recyclable & reusable materials and other by-products shall be clearly mentioned in the balance sheet of the SPV which shall be the basis of payment of royalty to the ULB.

11. Penalties

- 11.1 Penalty equal to Rs. _____ (*Rs. 20,000/- for Nagar Nigam, Rs. 8,000/- for Nagar parishad, Rs. 4,000/- for Nagar Panchayat*) per month will be imposed for delay in commissioning of processing plant beyond the scheduled date. One month will be considered if the delay is more than 21 days but less than 31 days.
- 11.2 The concessionaire is responsible for storage / transportation / disposal of residual waste safely as per the provisions made in the SWM Rules, 2016. The residual waste should not be dumped on road side or on other's property. If the residual waste is dumped on road side, a penalty of Rs. 10,000/- per event will be charged to the concessionaire. This can be proved by record of weigh bridge installed at processing site and at landfill site.

12. Hand Back and Transfer

- 12.1 In the last year of operation, the ULB shall deploy its engineers, technical persons and workers for processing of waste on the processing plant so that before hand back and transfer, the ULB will be able to continue to operate the processing plant. The concessionaire will handhold the technical staff & workers of ULB for last one year of contract.

- 12.2 The ownership of processing site, processing plant, building, weigh bridge and all civil works including all modifications, renovations and improvements made their in shall at all times remain that of ULB. At the end of the contract period and or its earlier termination, the agency shall request ULB to take over the office space, processing site and processing plant, weigh bridge and building. The ULB shall take over the same within thirty (30) days of such a request being made.
- 12.3 At the end of the contract period, the agency shall hand back peaceful possession of processing plant, weigh bridge and building in good operable condition to the ULB free of cost.
- 12.4 At least three (3) months before the expiry of contract period, a joint inspection of the processing plant, weigh bridge and building shall be under taken by the Competent Authority and agency to prepare a list of works and jobs, if any, to be carried out under the contract so as to confirm to the O&M requirements. The agency shall promptly undertake and complete such work and jobs at least one month prior to the expiry of the contract period and ensure facilities continue to such requirements until the same are handed back to the ULB.

13. Human Resource

- 13.1 The agency shall, during the Contract Period, have requisite staff/representatives as required to run the plant and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.
- 13.2 The driver appointed/engaged by the agency to operate vehicles will have to go through driving test. The Bidder shall be free to conduct driving test as per his convenience.
- 13.3 The Agency shall be responsible for health safety measures of his workers.
- 13.4 The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act,1948 and the Workmen's Compensation Act, 1923. In addition to followings:
- The agency shall not employ in connection with the operations and services under this contract any person of less than 18 years age.
 - At all times during continuance of the Contract, the agency shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The agency shall keep the ULB indemnified in case any action is taken against the ULB by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
 - The agency shall keep all records desired under the said labour laws, submit periodical returns to the respective statutory Authority. The agency shall in

respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.

- The agency shall obtain the license in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein, if applicable.
- The agency shall pay the staff deployed by him under this Contract as per the minimum wages act in force and amendments.
- Notwithstanding anything contained herein, the ULB may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the cost there of from the agency.

14. Events of Default

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

(a) The agency

- i. Has repudiated the Contract, or
- ii. Without reasonable excuse has failed to commence operations in accordance to the conditions of contract and/or failed to complete the activities/operations within the time stipulated for completion of the contract.

(b) Gross misconduct of the agency;

- i. Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract;
- ii. The agency persistently fails to follow Good Operating Practices in execution of the Contract;
- iii. The agency stops providing all services or part of services without authorization from the Competent Authority;
- iv. The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of contract and agency fails to correct it within a reasonable period of time determined by the Competent Authority;
- v. If the agency is in breach of any law or statute governing the Operations;
- vi. The agency, in the judgment of the ULB, has engaged in Corrupt and Fraudulent Practices in competing for or in carrying out the Operations under the Contract;

- vii. The agency (in case of a consortium/joint venture) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the Corporation;
- viii. The agency is unable to maintain the composition and structure of his organization due to any of the following causes:
 - o The agency enters into voluntary or involuntary bankruptcy, or liquidation;
 - o The agency becomes insolvent;
 - o A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
 - o Any act is done or event occurs with respect to the agency or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

15. Termination of Contract Due to Event of Default by Agency

- 15.1 Without prejudice to any other right or remedy which ULB may have in respect thereof under this contract, upon the occurrence of agency Event of Default, the ULB may, subject to the provisions of this contract, terminate this contract in the manner as set out under:
- i. If ULB decides to terminate this contract upon the occurrence of agency's Event of major Default, in the first instance, he shall issue preliminary notice to the agency. Within fifteen (15) days of receipt of preliminary notice, the agency shall submit to ULB through the Competent Authority in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non- submission of the agency's proposal to rectify within the said period of fifteen (15) days, ULB shall be entitled to terminate this Contract by issuing termination notice and to appropriate Security Deposit and carry out the operations through a Successor agency or by ULB at the risk and cost of the agency. If the total amount due to the ULB exceeds any payment due to the agency, the difference shall be a debt payable to the ULB.
 - ii. If any irregularities are found in the accounts of sale at any time, the ULB shall notify the concessionaire for not more than 15 days to rectify the accounts. If the accounts are not regularised within 15 day of issue of notice by the ULB, the contract may be terminated without further notice.
 - iii. If the agency's proposal to rectify the underlying event of default is submitted within the period stipulated therein, the agency shall have further period of fifteen (15) days to remedy/cure the underlying event of default. If, however the agency fails to remedy/cure the underlying event of default within such further period allowed, ULB shall be entitled this contract, by issue of termination notice and to appropriate to security deposit and carry out the operations through a Successor agency or by ULB at the risk and cost of the agency. If the total amount due to the ULB exceeds any payment due to the agency, the difference shall be a debt payable to the ULB.

15.2 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this contract, if the agency served with the termination Notice cures the underlying event of default to the satisfaction of ULB at any time before the termination occurs, the termination notice shall be withdrawn by the ULB which had issued the same. Provided that the Party in breach shall compensate the ULB for any direct costs/ consequences occasioned by the event of default which caused the issue of termination notice.

16. Termination of contract due to convenience of ULB

16.1 The contract may also be terminated by the ULB by giving minimum 60 day's notice to the agency for any administrative reason or due to the order issued by the state government or due to the decision taken by the municipal board.

17. Force Majeure Event

17.1 Any of the following events which is beyond the control of the party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:

- (a) Earthquake, flood, inundation and landslide;
- (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) fire caused by reasons not attributable to the agency/ULB or any of the employees, or agents of the agency/ULB.
- (d) Acts of terrorism
- (e) Strikes, labour disruptions, any other disruptions or public unrest not arising on account of acts of the agency/ULB
- (f) Action of Government Agencies having Material Adverse Effect, including but not limited to:
 - Acts of expropriation compulsory acquisition or take over by any Government agency of the processing/ landfill site facilities or any part thereof
 - Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the agency in any proceeding, which is non-collusive and duly prosecuted.
 - any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case for reason other than the agency's breach or failure in complying with the SWM rule, 2016, O&M requirements defined in the Contract, Applicable laws, Applicable permits, any judgment or order of any Government Agency or of any Contract by which the Agency as the case may be is bound.

- Early termination of this agreement by ULB for reason of national emergency or national security.
- (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- (h) Strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
- (i) Any resistance from the citizens or any other groups not allowing to operate the plant stipulated in the tender.

17.2 Force Majeure shall not apply in the following circumstances and events.

- (a) Un-availability, late delivery of the spares, weigh bridge, machineries, materials and consumables for the work on account of change in cost, delay in manufacture;
- (b) A delay in performance of any other agency or employees of the agency;
- (c) Non-performance of machineries resulting from wear and tear and not maintained in time.
- (d) Non performance on account of failure to comply with any laws of India related to the work.

17.3 Neither ULB nor the agency shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.

17.4 Upon occurrence of an event considered by the agency to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify ULB's Representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. The agency shall also notify ULB's Representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of ULB's Representative.

17.5 Upon occurrence of any event considered by ULB to constitute Force Majeure, and which may affect performance of ULB's obligations, he shall promptly notify the agency and the agency's Representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. ULB shall also notify the agency of any proposals with the objectives of completing the works and mitigating any increased costs to ULB and the agency.

17.6 Procedure for Calling Force Majeure:

- (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the Affected Party in overcoming the effects will be conveyed to the other Party with supporting data including relief from them.

- (ii) The Affected Party shall also inform to the other Party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected Party.
- (iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.
- (iv) The period allowed for restoration of the normal performance by the Parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
- (v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.
- (vi) The Agency shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
- (vii) When the Affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other Party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
- (viii) The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure; ULB shall not be liable to make any payment to the agency for him being affected on account of Force Majeure. In this situation, the agency shall only be paid for the work done, since unforeseen situation should be shared by both, ULB and agency.

18. No Breach of Obligations

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

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

19. Settlement of Accounts

19.1 Upon termination of the contract prior to the completion of contract under clause 15 above, the amount due to the agency shall be recovered by appropriating the performance security. No compensation will be paid to the agency for capital investment done by the agency on civil works and on plant & machinery.

19.2 Upon termination of the contract under clause 16 or upon termination of contract due to occurrence of force majeure events mentioned in clause 17 above, the value of civil structures and plant & machinery as on the date of termination will be paid by the ULB to the agency after adjustment of amount due to the agency. The valuation will be done by deducting the depreciation from the original value of assets. The valuation amount should be agreed by both parties. In case of dispute on valuation amount between two parties, state Building Construction Department or CA appointed by the Urban Development & Housing Department will assess the valuation of assets. In such case, the performance security will also be returned by the ULB.

20. Procedure for Disputes & Arbitration

3.5 Competent Authority's Decision

If a dispute(s) of any kind whatsoever arises between the agency and the Competent Authority's Representative, the same shall be referred to the Competent Authority for his decision with detailed justification. Such reference shall be stated that it is in pursuance to this clause and is for reviewing and giving decisions by the Competent Authority. The Competent Authority shall give its decision within twenty one (21) days of receipt of notice. If agency is not satisfied with the decision of the Competent Authority or the Competent Authority fails to give the decision within the period of twenty one (21) days from the date of receipt of notice under this clause, such a dispute may be referred to arbitration as per Arbitration and Conciliation Act, 1996.

3.6 Sole Arbitration

Except where, otherwise provided for in this Contract, all questions and disputes relating to the meaning of instruction hear in before mentioned or as to any other question, claim, right, matter of handing whatsoever, if any arising out of or relating to this Contract, specification, estimates, instructions, orders or these conditions or otherwise concerning the operations, or the execution or failure to execute the same where arising during the progress of the operations or after completion or abandonment thereof of any matter directly or indirectly connected with this Contract shall be referred to the sole arbitration of the Municipal Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat ----- (town), and if the Municipal Commissioner/ Executive Officer is unable or unwilling to act as such, then the matter in dispute shall be referred to the Secretary, UD&HD.

4 Governing Provisions

As aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

SECTION 6: STANDARD CONTRACT

Section 1: FORM OF CONTRACT

CONTRACT FOR: *[Please insert name of project]*

CONTRACT NUMBER: *[Please insert Contract number or Tender Number]*

THIS CONTRACT is made on the date ----- day of ----- (month), 2016

BETWEEN : **Municipal Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat ----- (name of town), Phone No. -----, Fax No. -----, email: -----** (hereinafter referred to as “the Client or the ULB”)

AND : *[Please insert name of agency – this should be the lead firm in case of association. IN case of JV, all partners should be mentioned]* (hereinafter referred to as “the Agency or the Concessionaire or the Service Provider”)

[Please insert nodal officer and communication address of the agency]

WHEREAS:

- A. **Municipal Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat ----- (name of town) [Please delete whichever is not applicable]** requires the agency to provide the services as defined in Section 4 of this contract ("Terms of Reference") to support their project; and
- B. the agency has agreed to provide the Services on the terms and conditions set out in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract shall be comprised of the following documents:

Section 1	Form of Contract
Section 2	General Conditions
Section 3	Special Conditions
Section 4	Terms of Reference
Section 5	Schedule of Prices

This Contract constitutes the entire agreement between the Parties in respect of the Bidders obligations and supersedes all previous communications between the Parties, other than as

expressly provided for in Section 3 and/or Section 4.

2. Commencement and Duration of the Services

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

3. Financial Limit

The Concessionaire shall pay Royalty to the ULB @ ____% *[please insert the % agreed between two parties]* of the annual sale value of the products, by products, recyclables & reusable material ("the Financial Limit").

4. Time of the Essence

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

Dated:

For and on behalf of Client

Name:

Date:

For and on behalf of Agency

Name:

Date:

Section 2 - GENERAL CONDITIONS OF CONTRACT

THE CONTRACT

A. DEFINITIONS

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

1. Documents

- (i) **“Acceptance Letter”** means the document from the Employer on behalf of Municipal Corporation/ Council/ Nagar Panchayat ----- (town) (ULB) addressed to the Agency indicating acceptance of the Contract Price and its acceptance of the Agency as the preferred Party to carry out the works, perform services and operations under the Contract.
- (ii) **“Activity Schedule”** means schedule of activities comprising the different tasks/operations to be performed by the Agency under the Contract.
- (iii) **“Affected Party”** means Party claiming to be affected by a Force Majeure Event as described in the bid document.
- (iv) **“Agency’s Bid”** means the completed document submitted by the Agency to the ULB. The term Agency’s Bid and tender have been used synonymously.
- (v) **“Applicable Law”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect and here in after in India, including judgments, decrees, injunctions, writes or orders of only court of record, as may be in force and effect during the subsistence of Agreement to be signed under this Contract.
- (vi) **“Applicable Permits”** means all clearness, permits, authorizations, consents and approvals required to be obtained and maintained by the Agency under Applicable Laws.
- (vii) **“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or nay re-enactment thereof as in force from time to time.
- (viii) **“Contract”** means Conditions of Contract , the Employer’s Requirements, the Tender, the Agency’s Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (ix) **“Employer’s Requirements”** means the description of the scope and programme of works/services, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.
- (x) **“Tender”** means the Agency’s priced offer/offered rates to the Employer for the Works/Services.
- (xi) **“Works”** are what the Contract requires the Agency to carry out and perform.

2. Persons

- (i) **“Agency”** means the person or Corporate and body, whose tender has been accepted to carry out the work and perform the services by the ULB and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (ii) **“Agency’s Representative”** means the person (if any) named as such in the Contract or other person appointed from time to time by the Agency.
- (iii) **“Authority”** means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of Bihar or any Local Authority including the Municipal Corporation/ Council/ Nagar Panchayat ----- (town) or any other sub-division or instrumentality of any thereof.
- (iv) **“Competent Authority”** is the Person or Persons, appointed by the Commissioner/ Executive Officer, Municipal Corporation/ Council/ Nagar Panchayat ----- (town) and notified to the Agency, who shall be responsible for supervising the Agency, administering the Contract, certifying payments due to Agency. The Municipal Corporation/ Council/ Nagar Panchayat ----- (town) shall be the Competent Authority for this contract. The Municipal Corporation/ Council/ Nagar Panchayat ---- (town) may also appoint any Person or Persons to assist the Competent Authority for this Contract. Any Person or Persons appointed by the Municipal Corporation/ Council/ Nagar Panchayat ----- (town) to carry out the responsibilities of the Competent Authority and assist him/her, shall be termed as the “Competent Authority’s Representative”.
- (v) **“Concessionaire”** means the agency selected to construct, erect, commission, operate & maintain the waste processing facility and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (vi) **“Employer”** means the Municipal Commissioner/ Executive Officer of Municipal Corporation/ Council/ Nagar Panchayat ----- (town) and the legal successors in title to such person, but not (except with the consent of the Agency) any assignee of such person.
- (vii) **“Employer’s Representative”** means the person appointed by the Employer to act as Employer’s Representative for the purpose of the Contract. Any person appointed from time to time by the Employer and notified as such to Agency shall be considered as Employer’s Representative.
- (viii) **“Person”** means any natural person, firm, Corporation, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.

- (ix) **"Party"** means either the Municipal Corporation/ Council/ Nagar Panchayat ----- (town) or the Agency; any of the parties to this Contract and "Parties" means both the party to this Contract.
- (x) **"Successor Agency"** means the Corporation and any person or corporate and body appointed by the ULB to perform services and carry out works under this Contract.
- (xi) **"ULB"** means Municipal Corporation/ Council/ Nagar Panchayat ----- (town).

3. Dates, Times and Periods

- (i) **"Commencement Date"** means the date when the Agency shall commence the construction of civil works or erection of plant & machinery of processing plant.
- (ii) **"Completion Date"** is the date of completion of the operations/activities and as certified by the Competent Authority.
- (iii) **"Contract Period,"** means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the date of issue of acceptance letter. The Contract period is **Ten (10)** years from the date of issue of letter of acceptance.
- (iv) **"Operating Year"** means each successive period, the first such period commencing on the date on which processing of MSW at processing site commence and end after three hundred and sixty five (365) days from the date of start of processing.
- (v) **"Termination Date"** means the date on which the Contract is terminated by way of defaults of either the Corporation or the Agency, or as a result of a Force Majeure Event, or as indicated in the Conditions of Contract.
- (vi) **"Day"** means a calendar day, **"Months"** means calendar months and **"year"** means 365 days.

4. Money and Payments

- (i) **"Cost"** means all expenditure properly incurred (or to be incurred) by the Agency whether on or off the municipal area, workshop, including overhead and other similar charges, but does not include profit.
- (ii) **"Royalty"** means the amount to be paid by the concessionaire to the ULB in percentage of annual sale value of products, by products, reusable & recyclable material.
- (iii) **"Tax"** means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

5. Other Definitions

- (i) **"Beat"** means the area to be assigned to one Safai Karmachari for daily door to door collection as per the norms mentioned in Manual on Municipal Solid Waste issued by the Central Public Health Environmental Organization, Ministry of Urban Development, Government of India.

- (ii) **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in bidding process, or affect the execution of a contract.
- (iii) **“Collusive practices”** means a scheme or arrangement between two or more bidders, with or without the knowledge of the Municipal Corporation/ Council/ Nagar Panchayat ----- (town) , designed to influence the action of any party in execution of a contract;
- (iv) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (v) **“Disposal Ground”** means the trenching ground for the purpose of disposal of rejects after processing MSW or disposal of MSW without processing.
- (vi) **“Dry Garbage”** means any recyclable garbage consisting of plastic, metal, thermacol, foam, glass, rexene, battery cells, paper, cloth, etc. and as defined in the SWM Rules, 2016.
- (vii) **“Fraudulent Practice”** means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Corporation, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- (viii) **“Good Operating Practices”** means standards, practices, methods and procedures as practiced in India and conforming to all specifications, law, directives, clearances and the requirements of any Authority and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled, prudent and experienced Agency, engaged in the same type of undertaking under the same or similar circumstances as the Agency pursuant to this Contract.
- (ix) **“House/Property”** means a house/property, existing in the area of Municipal Corporation/ Council/ Nagar Panchayat ----- (town).
- (x) **“Law”** includes any constitutional provisions, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.
- (xi) **“MSW”** means any municipal solid waste /garbage/silt/and all waste defined as municipal solid waste in MSW rules 2000 generated within the service area.
- (xii) **“Service Area”** means the entire area under different wards of Municipal Corporation/ Council/ Nagar Panchayat ----- (town).
- (xiii) **“SWM Rules, 2016”** means the Solid Waste Management Rules, 2016 made pursuant to the provisions of the Environment (Protection) Act, 1986 and includes any amendment thereto as in force from time to time.

- (xiv) **“Waste Processing Site”** means the place/ site where the ULB or agency has set up the plant to process the waste for converting waste in to compost or energy.
- (xv) **“Wet Garbage”** means any biodegradable garbage, consisting of vegetable waste, food waste, garden waste, coconut shells, wood pieces, egg shells, bones, flesh, used cotton etc. and as defined in the MSW Rules, 2000.
- (xvi) **“Workshop Site”** means the place provided by ULB to agency for development of workshop and for the purpose of parking, repairing and refueling of vehicles during the contract period.

B. REPRESENTATION AND WARRANTY

6. Representations and Warranties of Parties

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

- (a) it is duly organized, validly existing and in good standing under the Laws of India;
- (b) it has the requisite experience, expertise and skills to construct, install, erect, commission, operate & maintain processing plant under this Contract; and
- (c) it has the financial standing and capacity to undertake the Contract.
- (d) prior to executing this Contract, the Agency has conducted a due diligence audit to its satisfaction in respect of the Corporation, contractual structure for carrying out the operations and performing services including conditions of existing site and office Space, Applicable Laws and clearances and all matters related to this Contract. The Agency is entering into this Contract on the basis of his own satisfaction based on his due diligence audit.
- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
- (f) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- (g) no representation or warranty by the Agency contained herein or in any other document furnished by it to ULB or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- (h) no bribe or illegal gratification has been paid or will be paid in cash or kind to any person to influence the Bidding Person.
- (i) Without prejudice to any express provision contained in this Contract Agreement, the Agency acknowledges that prior to the execution of Agreement under this Contract, the Contactor has after a complete and careful examination made an independent evaluation of the Existing facilities and infrastructure such as approach road to existing processing site, boundary wall & other infrastructure

available at site and the information provided by ULB, and has determined to his satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Agency in the course of performance of his obligations hereunder.

6.2 ULB represents and warrants to Agency for the term of this Contract that:

- (a) ULB has full power and authority to award this Contract
- (b) ULB has taken all necessary actions to authorize the execution of this Contract.
- (c) This agreement under this Contract constitutes ULB's legal valid and binding obligation.

7. Obligation to Notify Change

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

8. Assignment and charges

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

9. Amendments

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

10. Communications

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

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

C. INTERPRETATION AND CONTRACT STRUCTURE

11. Interpretation & Law

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

12. Contract Period

12.1 The Agency shall commence performing different activities from the date of acceptance letter, complete all pre-operational activities and arrange for all mobilization within thirty (30) days from the date of issue of work order.

The agency should ensure construction & erection of processing plant at designated waste processing site within thirty (30) days from the date of issue of work order.

The agency should ensure processing of MSW within seven (7) months from the date of issue of work order.

12.2 The Contract Period shall commence from the date of acceptance letter for a period of **ten (10) years**. The Municipal Corporation/ Council/ Nagar Panchayat ----- (town) **shall review the performance level of work/service under this Contract for renewal of contract for subsequent Operating Year.**

12.3 The contract period can be renewed for **5 (five)** years by the Employer on behalf of Municipal Corporation/ Council/ Nagar Panchayat ----- (town) on the basis of performance level of work/service and rates. Alternatively, if the Agency wishes to discontinue his services and operations at the end of the contract period of **10 (ten)** years, he shall provide a minimum of ninety (90) days notice requesting for such discontinuation.

12.4 Notwithstanding anything the Agency shall continue to provide services and perform operations till the appointment of a Successor Agency or 6 (six) months whichever is earlier.

12.5 The performance of service and work of the Agency shall be evaluated by concerned ULB every month and report be submitted to Competent Authority through Health Officer.

12.6 In the event that the Parties agree to continue with the current Contract after Contract period of **ten (10)** years, all Conditions of Contract shall be followed as laid out in this bid document; and price escalation to Contract Price and penalties base shall also be followed. On mutual consent of both the parties new conditions can be added or deleted in the contract terms.

13. Payment of Royalty

13.1 The concessionaire shall regularly pay to the ULB the amount of Royalty as agreed between two parties on 1st August of every year based on the amount of sale of products, by-products, reusable & recyclable materials mentioned in the balance sheet of previous financial year.

E. RESPONSIBILITIES

14. ULB's Responsibilities

14.1 The ULB shall provide and hand over an encroachment free waste processing site of required area.

14.2 The ULB shall also provide approach road up to the waste processing site in good condition.

14.3 The ULB shall make arrangement to transport the collected mixed waste up to the waste processing site.

15. Agency's Responsibilities

15.2 The Agency shall carry out all activities as mentioned in the scope of work in Terms of Reference of RFP.

15.3 Carrying out his operations, and shall be fully responsible for carrying out the operations in a safe and secure manner, consistent with the law of the land, laws and regulations and directives of any Authority and permissions.

15.4 The Agency shall be responsible for the safety of all his activities & his personnel deployed for performing the work and providing services under this contract and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the operations carried out, whether these may have been carried out skill fully and carefully and strictly in conformity with the provisions of the specifications or not.

15.5 Formation of Special Purpose Vehicle (SPV) in which ULB representative will also be on Board.

15.6 Construction of boundary wall, entry gate, office, guard room, toilets & other civil structures & facilities required for running a processing plant smoothly at his own cost.

15.7 Procurement of required manpower, plant & machinery, vehicles/ equipments, spare parts, accessories, tyres, tubes, hydraulic oil, lubricants, diesel, petrol etc. for day to day running, operation and maintenance of processing plant at his own cost.

15.8 Carry out regular repairing and maintenance of plant & machinery etc. at his own cost.

15.9 Exploring market for sale & disposal of compost, by-products, recyclable & reusable materials.

15.10 Designing and implementing awareness campaign among farmers and public for use of bio-compost.

15.11 Sale of compost, by-products, recyclable & reusable materials and maintaining proper books of accounts.

16. Environmental Compliance

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

17. Use of Waste Processing Site or Waste Disposal site

17.1 The agency shall use the land/ site only for the purpose (either for processing of waste and/or for dumping of waste) it was handed over to them by the ULB

17.2 The Agency shall ensure optimum utilization of ULB's waste processing site for any purpose unconnected or unrelated to the scope of work.

18. Maintenance of Records

18.1 The Agency shall maintain records of the waste collected, product sale, by-product sale and reusable & recyclable material sale/ disposal in the format required by ULB.

19. Sale/disposal of Recyclable Waste

19.1 The Agency shall make all efforts to sell or otherwise dispose of recyclable waste, recovered from the mixed waste received at processing site. The agency shall try to accommodate the rag pickers registered with the ULBs for the activity of segregation at waste processing site. The agency may sell the recyclable material through these rag pickers.

20. Insurance

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

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

21. Accidents

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

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

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

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

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

21.6 In the event of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Agency shall within 24 hours of such accident, report in writing to the Competent Authority, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

22. Indemnification

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

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

- i. Payment of Wages Act, 1936;
- ii. Minimum Wages Act, 1948;
- iii. Employers Liability Act, 1938;
- iv. The Workmen's Compensation Act, 1923;
- v. Industrial Dispute Act, 1947;
- vi. Indian Factories Act, 1948; and
- vii. Maternity Benefit Act, 1961
- viii. Any other relevant act

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

23. Agency's Superintendence

23.1 The Agency shall provide all necessary superintendence while carrying out his operations for the proper fulfilling of the Agency's obligations under the Contract. The Agency shall nominate a competent and authorized representative ("Agency's Representative") approved by the Competent Authority, which approval may at any time be withdrawn. The Agency's Representative shall give his whole time to the superintendence of the operations and shall receive, on behalf of the Agency, instructions from the designated officers of ULB, which shall be deemed received by the Agency.

23.2 If the Competent Authority withdraws approval of the representative, the Agency shall remove the representative from the operations within thirty (30) days, and replace him by another representative approved by the Competent Authority.

G. Contract Performance

24. Reporting

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

24.4 The Agency shall carry out all reporting to the designated officers of ULB as follows.

- A monthly report of quantity of waste received, quantity of compost produced & amount of sale, quantity of other by-products produced & amount of sale, quantity of reusable & recyclable material shall be submitted to the office of the Municipal Commissioner/ Executive Officer.

25. Pre-Operational Activities

25.1 The Bidder shall have to complete the following activities before starting production of compost / product. The Bidder shall commence all activities concurrently. The details of activities are as follows.

S. No.	Description of Activity	Duration for Completion of Activity (in Days)
1	Issue of Letter of Acceptance (LOA) from employer	Start date
2	Acceptance of LOA from agency	Within seven (7) days from the date of issue of LOA.
3	Deposit of Security Deposit with ULB	Within twenty one (21) days from the date of issue of LOA.
4	Signing of Agreement	Within twenty one (21) days from the date of Letter of acceptance (LOA).
5	Issue of work order	On the date of signing of agreement
6	Submission of plan of action	Within fifteen (15) days from the date of issue of work order to the Agency
7	Start construction of office building, weigh bridge, processing shade, windrow platform/ anaerobic digester, vermin-compost trays etc.	Within fifteen (15) days from the date of issue of work order to the Agency
8	Proof of placement of purchase order for procurement of plant & machinery, weigh bridge etc.	Within fifteen (15) days from the date of issue of work order to the Agency
9	Completion of all civil works	Within seven (7) months from the date of issue of work order to the Agency.
10	Erection & commissioning of weigh bridge, plant & machinery	Within seven (7) months from the date of issue of work order to the Agency.
11	Start production	Within seven (7) months from the

		date of issue of work order to the Agency.
--	--	--

26. Pre-operational Infrastructure

26.1 The Agency shall arrange to provide the infrastructure for segregation & processing of municipal waste under this contract.

27. Processing Site and Vehicles

27.1 The ULB shall provide required area of processing site to the agency as per the availability on lease/ rent @ Rs. 1 per sq m per year for installation of processing plant at waste processing site / disposal ground. The Agency shall construct, erect, commission waste processing plant as required by him for production of compost, & other by-products. The ownership of waste processing site and other assets including all civil structures, plant & machinery shall at all times remain that of ULB. At the end of the contract period and or its earlier termination, the agency shall request ULB to take over the site and plant & machinery. The ULB shall request over the same within thirty (30) days of such a request being made.

28. Operation and Maintenance of Plant & Machinery and Vehicles

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

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

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

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

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

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

29. Jurisdiction

29.1 Any dispute arising out of in relation to this Contract shall be determined in accordance with Clauses 24 and 25 of Section 3 of this agreement, Terms of Reference and in addition the parties hereby submit to Indian jurisdiction.

- 29.2 The Agency shall ensure that all members of the Agency's Personnel are under an obligation not to disclose to any third parties any confidential information obtained either directly from the Client or by virtue of their engagement in relation to this Contract. Confidential information may be in any form and shall include all information that, due to its character, nature or method of transmittal, a reasonable person would treat as confidential.
- 29.4 The Client shall have the right to terminate under clauses 20 of Section 3 of this agreement, in the event of any occurrence, act or thing of a similar nature to those occurrences, acts or things referred to in Section 3, clauses 19.1 of this agreement.
- 29.5 Under no circumstances should the Agency or Agency's team members interact with or disclose any information about this contract to any media. Any violation of this condition shall amount to breach of this contract.

Section 3: TERMS OF REFERENCE

[As per RFP]

Section 4: SCHEDULE OF PRICES

[As per RFP]