

**Request for Proposal
for
Operation & Maintenance of
Existing
Municipal Solid Waste Processing
Facility for
Municipal Corporation Bathinda**

MAY 2025

Issued By:
Municipal Corporation Bathinda
Railway Road, Bathinda, Punjab – 151001
Email : cmcbathinda@gmail.com



Corporation Engineer ,
Municipal Corporation,
BATHINDA.



Junior Engineer,
Municipal Corporation, Bathinda.

GOVERNMENT OF PUNJAB
MUNICIPAL CORPORATION BATHINDA
E-tender No MCB/2025-26/04
NOTICE INVITING ON-LINE BIDS

Bid No.: 293

Date: 12-05-2025

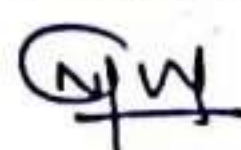
1. On behalf of the Commissioner, Municipal Corporation, Bathinda, Superintending Engineer, Municipal Corporation, Bathinda invites bids from eligible bidders for the Project/Work(s) detailed in the following table. The bidders may submit bids for any or all of the following Project/Work(s) :

Sr. No.	Name of Project/Work(s)	Bid Security/ Earnest Money (Rs.)	Cost of document / Tender Fee (Rs.)	Time Period of Project
1	2	3	4	5
1	Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda.	17,61,500/-	10,000/-	2 ½ (two and Half) months (for modification, if any) + 5 years O&M

2. Important dates are as under:-

- The Period of availability of Tender on-line shall be from : From 12.05.2025 to 13.06.2025 up to 11.00 AM
- The last date & time for on-line submission of bids shall be : From 12.05.2025 to 13.06.2025 up to 11.00 AM
- Date & time of opening of Technical Bid : 13.06.2025 up to 11:30 AM

- The Bidding Documents can be down loaded from website: www.eproc.punjab.gov.in The document downloaded from website should not be tempered, and if any such tempering is detected before or after the opening of bids, the bidder shall be debarred for a period of 6 months .
- The bidders should have the necessary Portal enrolment with his/her own Digital Signature Certificate (DSC).
- The bidders should keep checking the website for any addenda/corrigenda to the notice/bidding documents till the date of on-line submission of bids, and the bidder should incorporate the same in his bid documents.
- The cost of the bidding documents (non-refundable) shall be paid online through Net Banking/NEFT/RTGS at portal www.eproc.punjab.gov.in.

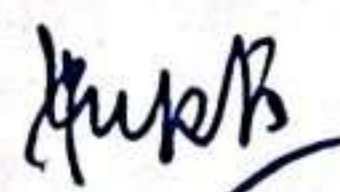


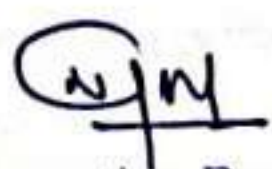



Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for
Municipal Corporation Bathinda.

7. Bid Security/Earnest Money Deposit (EMD) of the amount specified for the Project/Work(s) in the table above shall be paid online through Net Banking/NEFT/RTGS at portal www.eproc.punjab.gov.in.
8. Bid(s) must be submitted online through an e-portal www.eproc.punjab.gov.in before the time specified in the table above (as per server clock). The department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam etc. for online bids.
9. Bid documents consisting of qualification information and eligibility criterion of bidders, plans, specifications, drawings, the bill of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen on website www.eproc.punjab.gov.in and scanned copies of the required documents and information as per RFP.
10. Uploaded documents of valid successful bidders will be verified with the original before signing the agreement. The valid successful bidder has to provide the originals to the concerned authority on receipt of such letter, which will be sent through registered post/E-mail/courier.
11. Standard Bidding Documents (SBD) is not to be uploaded by the bidder. The bidder has to only agree/disagree on the conditions in the SBD. The bidders who disagree on the conditions of SBD, cannot participate in the tender.
12. Technical Bids will be opened on-line on the day & time as specified in the above table, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.
13. Bid(s) once submitted online cannot be resubmitted or withdrawn.
14. Conditional bids and the bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
15. The Minutes of Meeting of issued by Chief Engineer, Local Govt. Punjab vide letter No. CE/2025/21126 dated 2.5.2025 shall be applicable.
16. The undersigned has the right to accept or reject any or all bids without assigning any reason.

Corporation Engineer,
Municipal Corporation,
Bathinda


S.E.
M.C. Bti.


Corporation Engineer,
Municipal Corporation,
BATHINDA


Junior Engineer,
Municipal Corporation, Bathinda.

Important Date and Time of Tender Schedule: -

Municipal Corporation, Bathinda (MCB)		
NIT No: E-tender No MCB/2025-26/04		Date: 12.05.2025
1.	Name of the work	Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda.
2.	Mode of Bid Submission	e-tendering www.eproc.punjab.gov.in
3.	Type of Tender	L1 in Financial Bids among Qualified Bidders
4.	Period of Completion	2 ½ (two and Half) months (for modification, if any) + 5 years O&M. The contract period shall mean the period of Five (5) years, commencing from the date of the execution of the Contract Agreement.
5.	Tender Document Fee	₹ 10,000/- (non-refundable), online only
6.	EMD/Bid Security	Rs. 17,61,500/-
7.	Account details for EMD/Bid Security & Tender Fee	Bid Security (Earnest Money) of Rs. 17,61,500/- is required and the same shall be paid only online through NET Banking/NEFT/RTGS on portal www.eproc.punjab.gov.in
8.	Date / Time of Publication of Tender document on e-Procurement portal	12.05.2025
9.	Last date for receipt of queries (only online) Pre Bid	27.05.2025 (Through mail Only: cmcbathinda@gmail.com)
10.	Last date for replies of received queries (Only on portal, no individual replies shall be sent)	29.05.2025
11.	Last Date & Time for Submission of Tender online.	13.06.2025 . 11.00 AM
12.	Date & Time of Bid Opening (Technical Bid)	13.06.2025 11.30 AM
13.	Consortium to be allowed	No
14.	Bid Submission Address	Only online on given portal : http://www.eproc.punjab.gov.in
15.	Contact Details for the queries (if any)	Superintending Engineer-cum-Nodal Officer (SWM), Municipal Corporation, Bathinda email ID: cmcbathinda@gmail.com Mobile No. +91-97800-14145

(Signature)

(Signature)

Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for
Municipal Corporation Bathinda.

DISCLAIMER

The information contained in this Request for Proposal document ("RFP document") or subsequently provided to Applicant(s), whether verbally or in documentary or in any other form, by or on behalf of Municipal Corporation, Bathinda (hereafter referred to as "MCB") or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

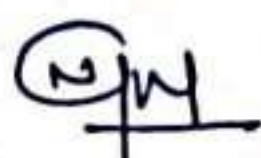
This RFP document is intended to be and is hereby issued only to the prospective Applicants. The purpose of this RFP document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for MCB, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. MCB, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

Information provided in this RFP document to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. MCB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

MCB, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation.

MCB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP document.

MCB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.



**Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for
Municipal Corporation Bathinda.**

Request for Proposal

The issue of this RFP document does not imply that MCB is bound to select an Applicant or to appoint the selected Applicant or Selected Bidder/Agency, as the case may be, for the Project and MCB reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MCB, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and MCB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conductor outcome of the Bidding Process.

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1 Section 1 – Letter of Invitation

1. The Municipal Corporation, Bathinda is inviting Request for Proposal for operating existing Municipal Solid Waste Processing Facility in Bathinda.
2. The detail of the services is provided in the Terms of Reference in this RFP document and qualification requirement is at Section: Instructions to Bidders.
3. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Bidders

Section 3 – Data Sheet

Section 4 – Term of References

Section 5 - Technical Proposal - Standard Forms

Section 6 - Financial Proposal - Standard Forms

Section 7 – Terms and Conditions

Section 8 – Appendices

-Sd/-

Corporation Engineer
(Solid Waste Management)
Municipal Corporation, Bathinda

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[Handwritten signature]

2 Section 2: Instructions to Bidders

Part I

Standard

2.1 Definitions

- a) **"Addendum"** means the clarification issued against the bidder's query placed before the employer in writing It may be released in form of addendum or corrigendum.
- b) **"Employer"** means MCB who have invited the bids for the services and/ or with which the selected Bidder signs the Contract for the Services and to which theselected bidder shall provide services as per the terms and conditions and TOR of the contract.
- c) **"Bidder"** means any entity or associations of person or organization /companies / firms who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- d) **"Contract"** means the Contract signed by the Parties and all the attached documents listed in its Clause, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- e) **"Project specific information"** means such part of the Instructions to Bidders used to reflect specific project and assignment conditions.
- f) **"Day"** means calendar day.
- g) **"Government"** means (MCB) Municipal Corporation, Bathinda
- h) **"Instructions to Bidders"** means the document which provides Bidders with all information needed to prepare their proposals.
- i) **"LoI"** means the Letter of Invitation being sent by the Employer to the successful bidder.
- j) **"Personnel"** means professionals and support staff provided by the Bidder or by any Sub Bidder and assigned to perform the Services or any part thereof; **"Foreign Personnel"** means such professionals and support staff who at the time of being soprovided had their domicile outside the Government's country; **"Domestic Personnel"** means such professionals and support staff who at the time of being soprovided had their domicile in India.
- k) **"Proposal"** means the Technical Proposal and the Financial Proposal.
- l) **"RFP"** means the Request for Proposal prepared by the Employer for the selection of Bidders, based on the SRFP.
- m) **"Assignment / job"** means the work to be performed by the Bidder pursuant to the Contract.
- n) **"Terms of Reference" (ToR)** means the document included in the RFP as Section5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the job.

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- o) "Concessionaire" Selected Bidder (the holder of a concession or grant)
- p) "GoP" means Government of Punjab.
- q) "SBM-(U)" means Swachh Bharat Mission (Urban)

2.2 Details

- 2.2.1 The Employer will select the Bidder meeting basic eligibility criteria as mentioned in document and in accordance with the method of selection specified in the document.
- 2.2.2 Detailed scope of the assignment/ job has been described in the document.
- 2.2.3 The date, time and address for submission of the proposals has been given.
- 2.2.4 Bidders should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/ job and Local conditions, the bidder may undertake physical survey of MCB/s.
- 2.2.5 The Employer will provide at no cost to the Bidders the inputs and facilities specified in the document, assist the bidders in obtaining licenses and permits needed to carry out the Assignment/ job, and make available relevant project data and reports.
- 2.2.6 Bidders shall bear all costs associated with the preparation and submission of their proposals. The Employer 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.

2.3 Clarification and Amendment of RFP Documents

- 2.3.1 Bidders may request a clarification on any clause of the RFP documents. Any request for clarification must be sent by standard electronic means to the Employer's address indicated and within the timeframe mentioned in the Data Sheet. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.3.2 below.
- 2.3.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum by standard electronic means. The addendum shall be sent to all Bidders as per the stipulated timeframe mentioned in the Data Sheet 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 Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

2.4 Proposal Validity

- 2.4.1 Proposal validity to be set at 180 Days from the bid submission due date.

2.5 Preparation of Proposals

- 2.5.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English language, unless specified otherwise.
- 2.5.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may

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result in rejection of a Proposal.

2.5.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

2.5.3.1 Depending on the nature of the Assignment/ job, Bidders are required to submit a Technical Proposal (TP) in forms provided in the RFP. Submission of non- responsive Technical Proposal will result in the Proposal being deemed ineligible. Form Tech — I is a sample letter of technical proposal which is to be submitted along with the technical proposal.

2.5.3.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.

2.5.3.3 Financial Proposals: The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the Assignment/ job. If appropriate, these costs should be broken down by activity and timeline, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

2.6 Taxes

2.6.1. The bidder has to quote the price including GST (if applicable) and other taxes. If the GST fluctuates at any given time during the contract period, the same shall be applicable to the client as per actuals.

2.7 Currency

2.7.1. Bidders must express the price of their Assignment/ job in India Rupees (₹).

2.8 Earnest Money Deposit (EMD) and Bid Processing Fees

2.8.1 Earnest Money Deposit

- ▶ The Applicant shall deposit an **Earnest Money Deposit (EMD)** of ₹ 17,61,500/- in accordance with the provisions of this RFP document. The Applicant has to provide the EMD in favour of **Municipal Corporation, Bathinda**.
- ▶ All the payments (EMD & Tender Form Cost) and related document will be accepted online only.
- ▶ Proposals not accompanied by EMD shall be rejected as non-responsive.
- ▶ No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- ▶ The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder.
- ▶ No exemption for EMD will be entertained.
- ▶ The tenders without EMD shall be summarily rejected.

[Signature]

[Signature]

Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda.

- ▶ The EMD of the successful bidder shall be returned only after the signing of the contract agreement and only after deposit of the Performance Bank Guarantee.
- ▶ The EMD of the successful contractor's bid security shall be adjusted against the SD/BG or returned as per the terms of the tender documents.

2.8.2 The EMD shall be forfeited by the Employer in the following events:

- ▶ If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- ▶ The EMD stands forfeited in case the bidder withdraws, amends his bid, or intentionally try to leverage the whole process of Bid after submission of tender document and tender closing date/time.
- ▶ If the successful bidder does not deposit performance security/Performance Bank Guarantee in form of bank guarantee of 5% of the contract value within 10 days from the date of the award of the work. This Performance Bank Guarantee shall be valid till the project duration plus 6 months period. i.e 5 years and 6 months from the date of signing of the agreement.
- ▶ If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- ▶ If the bidder tries to influence the evaluation process.
- ▶ If bidder have submitted fraudulent documents for qualification purpose and have hidden the facts including past non-performance/ Termination/ Blacklisting/ Debarring etc.

2.9 Tender Fees

- 2.9.1. All bidders are required to pay ₹ 10,000/- including GST in favor of the Employer i.e. Commissioner, MC Bathinda through online payment. The Tender Fee is Non-Refundable. Non- submission of the Tender Fee along with the Technical Proposal will be treated as a non-responsive bid.

2.10 Submission, Receipt and Opening of Proposal

- 2.10.1. The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1, and FIN-1.
- 2.10.2. An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.

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2.10.3. Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal e-procurement system. However, Tender Document Fees, and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid through e-procurement system. MCB will not be responsible for delay in submission due to any reason.

2.10.4. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scan /screenshot of transfer of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table and should be uploaded along with the technical bid.

2.11 Proposal Evaluation

2.11.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

2.11.2. The employer may constitute a Tender Committee which will carry out the entire evaluation process.

2.11.3. Evaluation of Technical Proposals: Tender committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent MCB accepts the recommendation.

2.11.4. The Tender committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

2.11.5. **Opening & evaluation of the Financial Proposals:** Financial proposals of only those firms who are technically qualified shall be opened on the date & time specified in the Data sheet.

2.11.6. The Tender committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail for both the cases. In addition to the above corrections the items described in the Technical Proposal but

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Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda.

not priced, shall be assumed to be included in the prices of other activities or items.

- 2.11.7. After opening of financial proposals, the L1 bidder who will be declared winner and be eligible for award of the contract. The methods of selections are described in the RFP document

2.12 Award of Contract

- 2.12.1. The Employer shall issue a Letter of Acceptance (LOA) to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.
- 2.12.2. The bidder will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract within 10 days of receipt of the letter of invitation.
- 2.12.3. The Bidder is expected to commence the Assignment/ job on the date and at the location specified in the document.
- 2.12.4. If at any point of time post award of contract, the winning bidders withdraws their proposal then the LoA may be awarded to the bidder coming 2nd in the evaluation process subject to their agreement on undertaking the work on the lowest rate quoted in the bid. The same is subject to discretion of MCB.

2.13 Confidentiality

- 2.13.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- 2.13.2. The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.

2.14 JV/Consortium

No Consortium/JV is allowed in this proposal.



3 Section 3

3.1 Project Responsibility Matrix

S. No.	Responsibility Description	Ownership
1	Project MCB	Municipal Corporation, Bathinda
2	Handing over of site	An area of 20 acre shall be handed over including Green Belt, Existing Processing Plant including approach road, weighbridge, SLF. A contour survey shall be done by the Employer before handing over the site. The site shall be handed over within 15 days after award of the work.
3.	Green Belt	The entire Green Belt maintenance shall be responsibility of the agency.
4	Purchase of all plant machinery and equipment	Already Installed, which may be modified by agency as per requirement, shall be handed over on "as is where is" basis.
5	Installation and maintenance of weighbridge	Already Installed, shall be handed over on "as is where is" basis.
6	Provide encroachment free site, approach road, boundary wall, electricity, and water supply availability till entrance of the facility	Municipal Corporation, Bathinda
7	Plant Associated Civil construction	Already done, may be modified by agency as per requirement, shall be handed over on "as is where is" basis
8	Plant Operation & Maintenance (O&M)	Selected Bidder/Agency
Note	The bidder may visit the site before quoting the rates	

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3.2 Procedure for Detailed evaluation of technical qualifications (Pre-Qualification)

The firms will be shortlisted against the eligibility criteria. Those who qualify/fulfil these criteria shall be considered for technical evaluation.

Sl. No	Procedure for Detailed evaluation of technical qualifications.	
	The firms will be shortlisted against the eligibility criteria. Those who qualify/fulfill these criteria, shall be considered for technical evaluation.	
	Particulars	Supporting Documents to be submitted
1	The Bidder shall be a private company, firm, LLP, or entity incorporated in India under the (Indian) Companies Act 1956 / 2013 or a company formed under any other law for the time being in force in India and incorporation should not be less than 5 years old. The Bidder shall be required to submit a true copy of its Incorporation Certificate.	Copy of Certificate of Incorporation / Relevant document issued by Government.
2	The Bidder must have a valid GSTN certificate.	Copy of GSTN Certificate
3	The Bidder or its associate companies should not be blacklisted/ debarred or terminated due to Non-Performance under any contract by any Government/ Government Board/ any Urban Local Body of the Country / Corporation Company/ Statutory Board/ PSU company/ Government of any sovereign countries in the last 5 years.	Notarized declaration in stamp paper
4	<p>Eligibility Criteria for Bidders:</p> <p>The Bidder shall have experience of designing, construction of Municipal Solid Waste Processing Facility and minimum two years of successful operations and maintenance of MSW Processing facility in India during the last five (5) years preceding the Bid Due Date.</p> <ul style="list-style-type: none"> • One (1) MSW Processing Facility of 80% of Estimated Project design capacity i.e., (0.8*150MT= 120MT)120 Tons Per Day; or • Two (2) MSW Processing Facility of 50% of Estimated Project design capacity i.e., 75 Tons Per Day; or • Three (3) MSW Processing Facility of 40% of Estimated Project design capacity i.e., 60 Ton Per Day. <p>Additional Considerations:</p> <ul style="list-style-type: none"> - Compliance with Regulations: All projects cited must comply with the Solid Waste Management Rules, 2016, and other relevant environmental and safety regulations. - Documentation: Bidders are required to provide detailed documentation, including project descriptions, capacities, 	<p>Copy of contract agreement / work orders and performance certificate about successful running by competent Central or State Government/ urban Local bodies in India.</p>

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Municipal Corporation Bathinda.**

	durations of operation, and certificates from relevant authorities (not below the rank of Executive Engineer) to substantiate their experience.	
5	Bidder should have average Annual Turnover of last three (3) financial years, i.e., 2021-22, 2022-23 & 2023-24 should be at least 50% of the average estimated project cost for one year.	Copy of the audited profit and loss account along with audited balance sheet of the company showing turnover of the company for last three years /Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years
6	The Bidder shall have a positive net worth at the close of the preceding financial year (i.e. 2023-24) as on date of 31.3.2024 .	CA Certificate for Net Worth
7	Demonstrated prior experience of RDF disposal in the past 5 years for minimum quantity of 15000 Ton in a single project	Client Certificate
8	Bidder should be a profit-making company and should not have incurred any loss in the last three financial years i.e. 2021-22, 2022-23 & 2023-24	Audited balance sheet to be submitted for the same
9	Bidder shall submit latest Bank Solvency Certificate of a Nationalized Bank/Scheduled Bank for a value not less than Rs. 2.00 Crore. (not older than 6 months)	Issued by bank-on-bank letter head.
10	Bidder should not be declared insolvent/ bankrupt in the last five years.	Notarized declaration in stamp paper
11	Bidder must submit its brief proposal /proposed methodology in Technical Bid after visiting/assessing existing processing plant site & available infrastructure	Certificate from Client of running of Processing Plant based upon similar technology.

3.3 Financial Bid evaluation

The financial proposals of only technically shortlisted applicants will be opened.

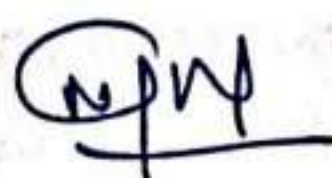
Bids determined to be substantially responsive (see instructions to Applicants) will be checked by MCB for any arithmetical errors in computation and summation. Errors will be dealt by MCB as follows:

1. Where there is discrepancy between rates indicated in figures and in words, rates in words will govern.
2. The bid shall contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves. Any such correction shall be initialed by the authorized person.
3. The Successful Bidder would be notified in writing by MCB by issuing the Letter of Award (LOA) in favor of the Bidder.

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**Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for
Municipal Corporation Bathinda.**

4. MCB reserves the right to accept any proposal or reject any or all the proposals without assigning any reasons and any liability whatsoever including financial liability. MCB also reserves the right to close or cancel the entire process of appointment at any point without assigning any reasons whatsoever and without any liability whatsoever.
5. In case disqualification / rejection occur after appointment of Selected Bidder, then the Corporation reserves the right to:
 - i. Either ask L2 bidder to match L1 bidder; or
 - ii. Take any such measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Bidding Process.
6. In the event that two or more Bidders quote exactly the same validated Financial Bid Parameter for the project, then the Corporation reserves the right either to,
 - i) Include any other term of selecting the bidder like the bidder with higher net worth; or
 - ii) Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.



4 Section 4: Terms of Reference

4.1 Project Background

The bidder shall be responsible for operating existing Municipal Solid waste management plant and the plant/process shall be according to MSWM Rules 2016 (Municipal Solid Waste Management Rules, 2016) and adhere to all relevant CPHEEO guidelines issued from time to time and directions from Hon'ble courts / NGT and from Govt. time to time. The plant shall be handed over on "as is where is" basis. Bidder may modify the plant as per his requirement depending on the proposed technology/ products to be obtained.

4.2 Objective

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

- a) To comply with Municipal 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/RDF Incl. Recycling of recoverable material and safe disposal of residue inert waste as generated during waste processing at the earmarked position to be shown.
- c) Marketability of RDF/ Compost Incl. Recycling of recoverable material will be the responsibility of the bidder. The Bidder has to access the quality and characteristics of the waste. Scientific disposal of residue inert waste as generated will be the responsibility of the Bidder.
- d) Improve productivity of manpower, materials and equipment and promote economic operations of services.
- e) Promote and protect the quality and sustainability of overall urban environment in the service area.
- f) ICT based monitoring — Install CCTV cameras in the premises to effectively monitor the project. The bidder to also provide access of the same to the project MCB.

4.3 Scope of Work – Work Selected Bidder/Agency

4.3.1. The Municipal Corporation, Bathinda is desirous of operating its existing Municipal Solid Waste processing facility covering various components of waste also focusing on waste recycling and 100% scientific processing and disposal of waste.

- a. Bidder may propose any Waste Processing Technology/ methodology acceptable to Punjab Pollution Control Board/Central Pollution Control Board.
- b. Preparation of design, drawing and specifications of required plant & machinery of capacity for processing of waste quantities shall be for an approx. of 150 MT per day of

Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda.

waste which can be deviated as per the requirement of MCB. For incoming waste more than 150 ton, the successful bidder will have to operate the facility in multiple shifts. Existing MSW generation of Bathinda city is about 110 TPD at present. The copy of sample waste characterization report is attached as Annexure-2.

- c. All the design, drawing & specification (as per standards) should be submitted to Executive Engineer (SWM), Municipal Corporation, Bathinda for approval.
- d. Compliance to CPCB/SPCB Rules, SWM Rules, and CPHEEO Guidelines at all times.
- e. Obtain applicable clearances and their renewals from competent authorities.
- f. Implementing smart plant management system (similar to SCADA). Bidder shall install a monitor at MCB office so as to ascertain good working of weighbridge, Processing Plant and inward/outward movement of material.
- g. All sites should be visited before quoting of the rates at the expenses of agency. The existing MSW Plant is situated at Mansa Road, Bathinda backside D-Mart having latitude and longitude as 30.1845437 , 74.9542847.
- h. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- i. All types of clearances and NOC required for Installation / Commissioning and Operating have to be taken from appropriate authorities beforehand. All type of fee payable to the PPCB/CPCB/SEAC or Ministry of Environment etc. for Installation / Commissioning and Operating the plant and landfill site such as CTE, CTO, Authorization, Environment Clearance (EC) etc. are in the bidder scope.
- j. Installation/modification of plant & machinery required if any for waste processing.
- k. The bidder will minimize odour generation, prevent off-site migration of gaseous emissions. Ambient air quality at the site and in the vicinity shall be monitored to meet the specified standards as per CPCB / SPCB & CPHEEO rules and regulations.
- l. The processing plant shall meet standards prescribed by CPHEEO Norms, CPCB/SPCB rules, NGT Norms, Ministry of Environment & Forest and other applicable laws, rules, guidelines and best Engineering practice.
- m. Water etc. recurring utility expenses/ charges will be borne by the bidder.
- n. Install CCTV cameras in the premises and provide access to MCB for monitoring plant activities.
- o. Deployment of manpower and vehicles. The bidder may outsource the vehicles required for the project which shall meet the transport authority laws.
- p. Any value added required to be done for the plant to produce valuable by-products like briquettes/charcoal lumps from RDF to increase profitability from by-products the same facility can be done under mutual consensus and the cost will be borne by the successful bidder.



- q. Repair and renovate any damage caused to the civil works provided by MCB.
- r. Green belt maintenance throughout project duration shall be the responsibility of the agency.
- s. Leftover material, if any by the previous operator, the quantity of which shall be calculated on the basis of Contour survey carried out at the time of handing over of site, will have to be processed by the agency on the same rate of waste processing/processing fee as quoted by the bidder in Rupees per ton. Payments will be made by weight, for which the Bulk Density of the leftover material will be calculated from any NABL approved lab. All leftover material shall be processed within one year of award of the contract.
- t. To maintain proper air quality both inside and outside the waste processing plant by using approved scientific methods as approved by CPCB/PPCB.
- u. Leachate treatment – scientific disposal of the leachate generated at the processing facility will be in the scope of the contractor and contractor should use technology to process the leachate such DTRO machines or similar technology along with water quality monitoring system of the treated leachate before its disposal.
- v. If at any stage there arises requirement of new Weigh Bridge, The Bidder should deploy Electronic Weigh Bridge if required (*Certified by Legal and Metrological Department as an when required as per rules and guidelines*) or MC may authorise any private Weigh Bridge for the purpose of Weighing of daily collected waste, Inert waste etc. for the purpose of payment. It may be ensured that the Weighing Bridge be calibrated well by *Legal and Metrological Department, of the State as an when required as per rules and guidelines.*
- w. The Compost generated out of processing should be as per Fertiliser Control Orders (FCO) norms.
- x. The contractor should make arrangements for storage of recyclables and RDF (Should be as per guidelines), - *but the storage should not be for more than 1 month, the agency may use bailing machine/compaction machines or any other suitable technology to minimize the volume so that optimum use of space may be achieved.*
- y. The contractor/bidder should dispose of the recyclables to the authorised recycler only.
- z. The contractor/bidder should dispose the non-recyclable combustible fraction in the form of Refuse Derive Fuel (RDF) to the nearest co-processing plants (Boiler Units) or the nearest Cement plants at his cost of the cost to borne by the Co-processing Plant/ Cement Plants,
- aa. The waste transported to the designated site shall be Processed & disposed separately i. e Wet Waste in Wet Waste Processing facility and Dry waste /RDF shall be stored separately in compacted manner with the help of Compaction machines for further transportation only to those Processing/recycling plants and other Industrial Units

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Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda.

where the conventional fuel can be replaced with RDF from Solid Waste as per the norms of Govt./Central Pollution Control Board. Machine for the Compaction of Dry waste/RDF shall be installed by the agency at his own cost.

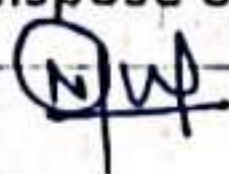
- bb. The contractor should dispose/Store the inert at the inert storage site/Sanitary Landfill Site only as specified by the ULB.
- cc. The agency shall comply with all the directions/ rules/ guidelines/ instructions issued by the authority, Environment Protection Authorities, Hon'ble NGT or any other Govt. Authority deptt. Issued from time to time.

4.4 Scope of Municipal Corporation, Bathinda:

- a. Provide assistance to the agency towards getting any types of clearance/ NOC or electric/ water connections etc.
- b. Responsibility of MCB to provide the waste as per Clause 4.3.1. i. (b) to the plant
- c. Municipal Corporation, Bathinda shall provide power connection up to the gate of Processing Facility.
- d. MCB shall be responsible for providing proper storm water drain/ streetlights up to the processing facility.
- e. MCB shall ensure the garbage provided at site is purely municipal waste. Bidder may verify at site the quality of waste being brought at processing plant site by MCB.
- f. MCB shall issue certificate to the Concessionaire to its vendor for EPR related RDF intake as and when requested by them.
- g. MCB shall provide authorization letter to the Concessionaire for applying clearances, electricity/ water connection etc. if required.
- h. MCB will provide sanitary landfill within the premises of the existing dump site for disposal of inert material.
- i. Electricity recurring utility expenses/ charges (i.e. power corporation bills) will be borne by MCB. However, the same must not exceed Rs. 7,20,000/- per month. The extra amount of electricity bill above Rs. 7,20,000/- per month if any will be borne by the bidder or the same will be recovered by MCB from the running bill payable to the agency.
- j. MCB shall handover existing Processing Plant Site and infrastructure on "as is where is" basis. The list of existing plant and machinery is attached as Annexure-I.

4.5 Sale of Recyclables, Products or Bye-products:

- a. The concessionaire will process the waste using appropriate technology such that the inert after processing is not more than 10% of the total waste.
- b. 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/ any subsequent directions issued by PPCB/CPCP/NGT/Gol/GoP.

- c. The concessionaire shall also assess the market and provide details for comprehension of the marketing plans for all bye- products. The concessionaire shall make all efforts to sell 100% of such products & bye-products every day so that the reusable & recyclable by-products are not required to be stored at the site more than 45 days (excluding days for routine maintenance/ breakdown/ rain etc.) of generation of the bye-products. The revenue generated from such sales shall be kept with the bidder only. However, details of record of sale/disposal details should be shared with MCB as part of monthly invoice submission.

d. **Clause: Sharing of Carbon Credits**

The successful bidder shall undertake the entire responsibility for initiating, managing, and obtaining registration, validation, and issuance of carbon credits generated from the waste processing facilities under this contract, as per the applicable norms and guidelines.

substantial investments with limited profitability margins, it is hereby stipulated that any carbon credits accrued from such facilities shall be shared between the successful bidder and the Authority in the ratio of 50% to the successful bidder and 50% to the Authority. However, the Authority reserves the right to revise this sharing percentage, as deemed necessary, during the tenure of the contract upon mutual agreement. The successful bidder shall maintain transparent and accurate records of all documentation and correspondence relating to carbon credit generation, verification, certification, and transactions. Copies of all relevant records shall be provided to the Authority upon request, and periodic updates regarding the carbon credit process shall be submitted to the Authority at intervals defined by the Authority. Any deviation or modification in the sharing ratio shall be formally documented and agreed upon by both parties in writing.

4.6 Record keeping and Reporting:

- a. The bidder will maintain record of entry of waste received and exit of waste/inert materials after processing on daily basis. MCB is authorized to inspect/audit the accounts. ICT based mechanism should be established to monitor weighbridge activity and measurements.
- b. The concessionaire shall maintain and submit electronic reports of the above records, using software and formats approved by MCB, on a daily basis. All records shall be available to MCB at reasonable times and places throughout the term of any contract resulting from this RFP and for a period of minimum three (3) years after the project closure.
- c. 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.
- d. Green Belt should be maintained in accordance with O&M Plan and Operations

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Protocol.

4.7 Routine Maintenance Standards:

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

- a. Prompt repairs of the storage and waste drying places, Leachate collection drainage and treatment system, electrical items, drains, vehicular passages, sieving machineries, lighting and fencing.
- b. Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other works which are part of the waste processing facility.
- c. Maintaining the shape, scope, full cross-section of the storm water drainage system and Leachate collection and drainage system; maintain stock spare parts for the machinery.
- d. Keeping the waste processing facility in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the facility or any other property on or near the site.
- e. Undertaking maintenance works in accordance with the O&M Plan and Operations Protocol.
- f. The rejects (inert material) from the processing should not be more than 10% of the total waste. The rejects shall be carried and disposed to the designated landfill site.
- g. 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.
- h. 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.
- i. For discharge of waste water and foul gasses, emission standards to be followed strictly as per prevailing PCB, CPCB, CPHEEO or any Govt. norms.
- j. Monitoring system for air quality standard at the point of outlet should be maintained round the clock and the report should be made available as and when required by MCB/MCB/Corporation.
- k. Suitable treatment process should be maintained inside the plant before discharging the wastewater into drains/nullahs/waterbodies.
- l. Plantation of adequate numbers should be done and maintain to reduce the noise and air pollution from the plant. Work at night shall be done. Special permission shall be taken beforehand from the appropriate MCB if needed.
- m. All the vehicles to be used by the agency in and outside the plant shall strictly follow latest emission standard and as per RTO norms. Outside vehicles transporting RDF/Soil/Plastics etc. may be of outsourced agency and can be of older emission norms.

but permitted to be on roads as per RTO norms.

- n. The site shall be made available for inspection at any time as and when felt necessary by the Authorities.
- o. All the materials to be used for construction/maintenance shall be of ISI mark.
- p. After completion of the commissioning of the plant, three sets of approved drawing consisting sewer line drawing, water supply line drawing, firefighting arrangement details to be handed over to MCB.
- q. Suitable firefighting arrangement shall be made as per prevailing norms and standards laid down by the Govt.
- r. Arrangement for rainwater harvesting shall be done within the plant area.
- s. There shall be a monitoring system at the entry, exit and weigh bridge. The monitoring system may be manual/mechanized round the clock.
- t. No extra cost will be borne by MCB on any kind of capital and maintenance/replacement work.

4.8 Monitoring and Quality Control

Monitoring & Control: MCB shall draft monitoring sheets in coordination with successful bidder and the same shall be submitted to MCB daily/weekly/monthly. The premises shall be equipped with high-definition CCTVs as prescribed by MCB and shall be linked to control room and the charges shall be borne by successful bidder.

4.9 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:

- a. 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.
- b. 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.

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4.10 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. Preliminary Segregation at source, door to door collection of waste & transportation of waste up to processing site will be done by MCB. The concessionaire is also not responsible for construction of approach road up to processing site. The client/employer i.e. MCB will construct the approach road at his level if required.

4.11 Payment & Penalty Calculation Module

The payment to the bidder will be on the basis of processing of waste received in the facility in TPD as per weigh bridge record after deductions on account of penalties, if any. The bidder has to quote the rates for the same. Payments to be made on the basis of monthly bills submitted by the client.

The plant is envisaged to be established under service contract. The reimbursement shall be as per schedule mentioned in clause 4.11.1.

4.11.1 Payment Release Schedule

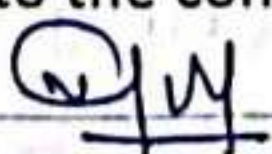
Post commencement of plant operations the bidder will receive monthly Processing Fee payments against the processing of waste received in the facility in TPD as per weigh bridge record after deductions on account of penalties, if any. 30% of the payment of the Bill at every Stage shall be withheld and would be released after getting the report of the proper disposal of the RDF/other products.

4.11.2 Price Escalation

Price Escalation at the rate of 5% per annum per MT shall be payable on quoted rate starting from the date of sale of products made from the processing of MSW after expiry of each year.

4.12 Penalties

- a. Penalty of ₹5000 per day will be imposed for delay in commissioning of processing plant beyond the scheduled date. However, if the delay is due to political issue/ local agitation etc. then the same shall not be considered as Concessionaire fault. Any delay shall be communicated to MCB along with valid reasons. Delay in receiving clearances from authorities shall also attract penalties, as above.
- b. The concessionaire is responsible for storage / transportation / disposal of residual waste safely as per the provisions made in the SWM Rules, 2016 or any subsequent SWM Rules as notified. The residual waste should not be dumped on roadside or on other's property. If the residual waste is dumped on roadside or any other non-designated site, a penalty of Rs.10,000/- per day will be charged to the concessionaire.



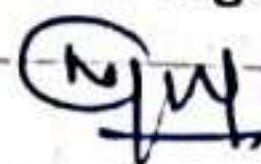
- c. If at any point of time, total waste including that in processing/storage exceeds 10000MT, It would attract a penalty of Rs10,000/ per day.
- d. If the quantity of inert waste to be disposed off in the sanitary landfill exceeds more than 10% quantity of waste received at site, extra percentage of weight shall be reduced from approved tipping fee per ton.
- e. If any kind of penalty during the Contract duration is levied by PPCB/CPCB/NGT for non-compliance of any MSW Rules/directions/orders, same shall be borne by the Concessionaire.
- f. Refer GCC for additional penalties.

4.13 Hand Back and Transfer:

At least six months before contract expiry, the concessionaire must submit and exit and handover plan to MCB, including a detailed inventory of equipment, financial statements and pending waste processing activities. The final payment shall be released only upon successful verification of handover compliance by MCB.

4.14 Human Resource:

- a. 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
- b. The agency shall be responsible for all the health safety measures of his workers.
- c. The agency shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948 and the Workmen's Compensation Act, 1923. In addition to followings:
- d. The agency shall not employ in connection with the operations and services under this contract any person of less than 18 years age.
- e. 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 MCB indemnified in case any action is taken against MCB by any MCB on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- f. The agency shall keep all records desired under the said labour laws, submit periodical returns to the respective statutory MCB. 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.



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- g. 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.
- h. The agency shall pay the staff deployed by him under this contract as per the minimum wages act in force and amendments.
- i. Notwithstanding anything contained herein, MCB may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the cost thereof from the agency.

4.15 Pre-Operational Activities:

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

Sl. No.	Description of Activity	Duration for Completion of Activity (in Days)
1	Issue of Letter of Acceptance (LOA) cum work order from Employer	Start date
2	Acceptance of LOA cum work Order from agency	Within three (3) days from the date of issue of LOA cum work order.
3	Deposit of Performance Security and Signing of Agreement	Within Ten (10) working days from the date of issue of LOA cum work order and making SPV (Unconditional Bank Guarantee in favor of Commissioner, Municipal Corporation, Bathinda which shall be 5% of contract value Issued by any Nationalized Bank.)
4	Submission of plan of action	Within ten (10) days from the signing of Agreement
5	Proof of placement of purchase order for procurement of plant & machinery, etc.	Within Twenty-One (21) days from the signing of Agreement
6	Supply, Delivery, of plant & machinery	Within two (2) months from the signing of Agreement
7	Installation & commissioning of plant & machinery if any	Within Two and half (2 ½) months from the signing of Agreement
8	Start processing and disposal	After three (3) months from the signing of Agreement

4.16 Operation and Maintenance of Plant & Machinery and Vehicles:

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,

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accessories, tyres, lubricants, hydraulic oil etc.

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

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

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

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

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

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5 Section 5: Technical Proposal – Standard Forms

5.1 FORM TECH-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To,

[Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the job for Operation & maintenance of existing solid waste processing facility including wet waste and dry waste processing facility for processing along with O&M of the facility for the duration of 5 years and can be extended upto 3 more years upon mutual consensus in Bathinda 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 with requisite EMD and bid processing fees.

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, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

Yours sincerely,
Authorized Signatory
[In full and initials]

Name and Title of Signatory:
Name of Firm: Address:



5.2 FORM TECH-2

5.2.1

Form 2: BIDDER'S ORGANIZATION AND EXPERIENCE

Form 2A: Format for Details of Bidder

1. Details of Bidder

A	Name of bidder with full address	:	
B	Tel. No.	:	
C	Fax No.	:	
D	Email	:	
E	Year of Incorporation.	:	
F	Name and address of the person holding the Power of Attorney.	:	
G	(i) Place of Business.	:	
H	(ii) Date of Registration.	:	
I	Name of Bankers with full address.	:	
J	GSTN Registration Number (copy).	:	
K	Permanent Account Number (copy).	:	
L	Are you presently debarred / Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details)	:	
M	Name and details (Tel / Mobile / E mail) of contact persons	:	

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Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda.

5.2.2 Form 2B: Format for Financial Capability of the Bidder

(Equivalent in Rs. crores)

Bidder*	(Name of Bidder)				
FY	2021-22	2022-23	2023-24	Total	Average
Annual Turnover					
Net Worth					

Certificate from the Statutory Auditor

This is to certify that _____ (Name of the Bidder) has annual turnover as shown above against the respective years.

Name of the audit firm: _____

Seal of the audit firm: _____

Date: _____

(Signature, name and designation of the authorized signatory)

The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or associate company will be considered for computation of the Financial Capability of the Bidder.

* Bidder should fill in details as per the row titled Annual turnover in the row below.

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5.2.3 Form 2C: Engagement Experience

List projects in the last five years which are similar to that required in the RFP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Employer:	Total waste processing capacity in TPD (Separate for Wet and Dry waste)
Address:	
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project (scope details):	

(In addition to above format, scan copies of completion certificate/certification of work undertaken to be also included for each of the project)

24

24

5.3 FORM TECH-3

5.3.1 Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted

We, [Name of Firm] or our Associate Companies or our Group Companies have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 5 years.

For [Name of Firm],

Authorized Signatory [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

QW

sm

5.4 FORM TECH-4

5.4.1 Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Request for Operation & Maintenance of solid waste processing facility including wet waste processing facility, dry waste processing facility for dry waste processing for process inerts along with O&M of the facility for the duration of 5 years and can be extended to 5 years upon mutual consensus in Bathinda Project proposed or being developed by the Municipal Corporation, Bathinda (the "MCB") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to MCB, representing us in all matters before MCB, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MCB in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/ or till the entering into of the Concession Agreement with MCB.

AND

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

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 22.....

For

.....
(Bidder)

Witnesses:

(Signature, name, designation and address)

1.

2.

(Notarised)

Accepted

Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for
Municipal Corporation Bathinda.

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

②W

Tom

6 Section 6: Financial Proposal – Standard Forms

**FINANCIAL PROPOSAL SUBMISSION FORM
(To be submitted with Technical Proposal)**

Name of Work		Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda			
Bidder Name					
Sr. No.	Particulars	UOM	Qty.	Rate (INR/unit)	Amount (INR)
1.	Processing of MSW	Ton	1		INR _____ (in figure) (to be filled by the bidder in Price Bid)
Total Bid Amount (INR)					INR _____

Note : *These rates will be valid for a period 5 years from the date of signing the agreement.

* The quoted rate per ton will be increased @5% every year.

The above rates are inclusive of all taxes as applicable.

GW

[Signature]

7 Section 7 General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) For purposes of this RFP "Associate" means in relation to the Bidder/Member, a person who controls, is controlled by, or is under common control with such Bidder/Member. As used in this definition, the word "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% of the voting shares of such person, or the power to appoint majority of the directors on the board of directors of such company or corporation and/or the power to direct the management and policies of such person by operation of law, agreement or otherwise and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law, agreement or otherwise.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (c) "Bidder" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- (d) "Contract" means Conditions of Contract, the Employer's Requirements, the Tender, the Contractor'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).
- (e) "Day" means calendar day.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "GC" means these General Conditions of Contract.
- (h) "Government" means Municipal Corporation, Bathinda.
- (i) "Local Currency" means Indian Rupees.
- (j) "Activity Schedule" means schedule of activities comprising the different tasks/operations to be performed by the Contractor under the Contract.
- (k) "Works" are what Contract requires the Contractor to carry out and perform.
- (l) "Acceptance Letter" means the document from the Employer on behalf of DLB, UP addressed to Contractor indicating acceptance of the Contract Price and its acceptance of the Contractor as the preferred party to carry out the works, perform services and operations under the Contract.
- (m) "GoP" means Government of Punjab.
- (n) "MCB" means Municipal Corporation, Bathinda.

1.2 Other Definitions

- I. "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.

1.3 Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.5 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.6 Notices:

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the contract.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.7 Location: The Services shall be performed at Bathinda, Punjab.

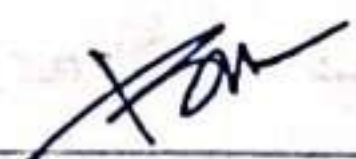
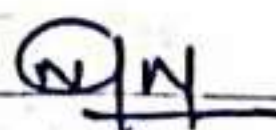
1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the "Employer" or the Bidder may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Bidder, Sub-Bidders and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.11 Fraud and Corruption

1.11.1 Definitions: It is the Employer's policy to require that Employers as well as Bidders observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or 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 Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;



1.11.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the bidder having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Bidder instructing the Bidder to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services:** The Bidder shall begin carrying out the Services not later than 45 days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has MCB to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations:** (a) any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.
- 2.7 Time Schedule:** The project duration is for Ten years from the date of contract. Time schedule would be followed as stated in the Scope of Work.

2.8 Force Majeure

- 2.8.1 Definition (a)** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and

which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.8.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.8.3 Measures to be taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the "Employer", shall either:
 - (i) Demobilize, or
 - (ii) Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure.

2.9 Suspension: The "Employer" may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such

Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda.

notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.10 Termination

2.10.1 by the "Employer": The "Employer" may terminate this Contract in case of the occurrence of any of the events specified in (a) through (i) of this Clause GC 2.9.1

- (a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the "Employer" may have subsequently approved in writing.
- (b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Bidder, in the judgment of the "Employer", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Bidder submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".
- (f) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the bidder fails to provide the quality services as envisaged under this Contract. The committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The committee may decide to give one chance to the bidder to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the "Employer", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the "Employer" shall give a not less than thirty (30) days' written notice of termination to the Bidders, and sixty (60) days' in case of the event referred to in (i).

2.10.2 By the Bidder: The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the "Employer", in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the "Employer" fails to pay any money due to the Bidder pursuant to this Contract

hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.

- (b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the "Employer" fails to comply with any final decision reached as a result of arbitration.
- (d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the "Employer" of the Bidder's notice specifying such breach.

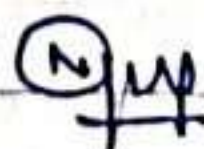
2.10.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, and (iv) any right which a Party may have under the Law.

2.10.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.10.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the "Employer" shall make the following payments to the Bidder:

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(d) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(d) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the "Employer" may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The bidder will be required to pay any such liquidated damages to employer within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.





3. OBLIGATIONS OF THE BIDDER

3.1 General

3.1.1 Standard of Performance: The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the "Employer", and shall at all times support and safeguard the "Employer's" legitimate interests in any dealings with Sub-Bidders or Third Parties.

3.2 Conflict of Interests: The Bidder shall hold the "Employer's" interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Bidder not to benefit from Commissions, Discounts, etc.: (a) The payment of the Bidder pursuant to Clause GC 6 hereof shall constitute the Bidder's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bidder shall use its best efforts to ensure that any Sub-Bidders, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(c) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Bidder shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the "Employer".

3.2.2 Bidder and Affiliates Not to Engage in Certain Activities: The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, as well as any Sub-Bidders and any entity affiliated with such Sub-Bidders, shall be disqualified from providing goods, works or services (other than the job concerned) resulting from or directly related to the Bidder's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Bidder shall not engage, and shall cause their Personnel as well as their Sub-Bidders and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the "Employer", the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of or as a result of, the Services.

3.4 Accounting, Inspection and Auditing: The Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the "Employer" or the Employer, if so required by the "Employer" or the Employer as the case may be.

3.5 Reporting Obligations: The Bidder shall submit to the "Employer" the reports and documents in the specified format and within the time period decided by MCB.

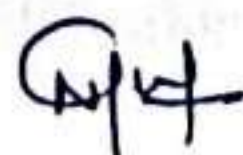
3.6 Documents Prepared by the Bidder to be the Property of the "Employer": All plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidder for the "Employer" under this Contract shall become and remain the property of the "Employer", and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the "Employer", together with a detailed inventory thereof. The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the "Employer's" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.7 Equipment and Materials provided by the Bidders: Equipment or materials brought into the project by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable.

3.8 Resource Management: All arrangements like water, washing area, facility for parking (Space for parking to be provided by MCB) and storing equipment, charging stations for charging batteries, fuel for equipment and all such resources, equipment, gadgets and tools that may be required time to time to carry on the assigned job efficiently without interruption would be under the scope of the bidder.

4. BIDDERS' PERSONNEL AND SUB-BIDDERS

4.1 General: The Bidder shall employ and provide such qualified and experienced Personnel and Sub-Bidders as are required to carry out the Services.



5. OBLIGATIONS OF THE "EMPLOYER"

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

- (a) Provide the Bidder, Sub-Bidders and Personnel with work permits and such other documents as shall be necessary to enable the Bidder, Sub-Bidders or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services. (d) Provide to the Bidder, Sub-Bidders and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the bidder for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1.


5.3 Payment: In consideration of the Services performed by the Bidder under this Contract, the "Employer" shall make to the Bidder such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.4 Counterpart Personnel: (a) If necessary, the "Employer" shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Bidder's advice.

(b) Professional and support counterpart personnel, excluding "Employer's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

5A. Formation of SPV.

The Selected Bidder, may form an appropriate Special Purpose Vehicle, incorporated under the Companies Act, 2013 (the "SPV") or directly execute the Agreement and implement the Project.



6. PAYMENTS TO THE BIDDER

6.1 Total Cost of the Services (a) the total cost of the Services payable is set forth in the proposal to the Employer and as negotiated thereafter.

7.

A. Opex

Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda					
Name of Work					
Bidder Name					
Sr. No.	Particulars	UOM	Qty.	Rate (INR/unit)	Amount (INR)
1.	Processing of MSW	ton	1		INR _____ (in figure) (to be filled by the bidder in Price Bid)
Total Bid Amount (INR)					INR _____

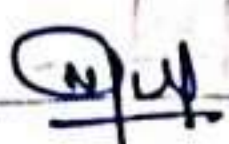
The above rates are inclusive of all the taxes as applicable.

Note:

1. The payment to the bidder will be on the basis of processing of waste received in the facility in TPD as per weigh bridge record after deductions on account of penalties, if any. The bidder has to quote the rates for the same. Payments to be made on the basis of monthly bills submitted by the client after *actual processing of waste quantity and disposal of all the byproducts including RDF at the processing facility.*
2. From 2nd year and onwards processing fee per ton shall be increased @ 5% per annum.
3. Agency can generate revenue out of Refuse Derived fuel (RDF), Recyclables & Compost. The agency shall keep the same in consideration while calculating the cost.

6.2. **Terms of Payment:** The payments in respect of the Services shall be made as follows:

- (a) 30% of the payment of the Bill at every Stage shall be withheld and would be released after getting the report of the proper disposal of the RDF/other products.
- (b) The payment to the bidder will be made on the basis of processing of waste received in the facility in TPD as per weigh bridge record after deductions on account of penalties, if any.
- (c) If the deliverables submitted by the bidder are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the bidder. In such case, the payment will be released to the bidder only after it re-submits the deliverable and which is accepted by the Employer.





- (d) All payments under this Contract shall be made to the accounts of the Bidder.
- (e) In case of early termination of the contract, the payment shall be made to the bidder as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. Based on such details, a reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the bidder in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per the applicable tax.
- (f) The Contract Fee shall be released by MCB after successful verification of document receipt of invoice/bill from the Selected Bidder/Agency.
- (g) If at any stage, the total waste present at processing plant site (including all stored, under process, not processed, semi-finished products etc.) exceeds 10,000 MT, payments of monthly processing bills (Processing Fee) shall be withheld till such waste is brought to/reduced to 10,000 MT. Penalty for such event shall also be levied as per penalty clause 4.12 (c). Leftover material by previous operator if any, shall not be considered for this purpose.

7. FAIRNESS AND GOOD FAITH

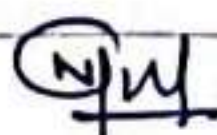
- 7.1 **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- 7.2 **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as maybe necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

- 8.1 If any dispute or differences of any kind what-so-ever arise between the Government, its authorized representatives and the Contractor in connection with or arising out of this contract or the execution of work, these shall be resolved as under.
- 8.2 Whether before its commencement or during the progress of Project/Work or after the termination, abandonment or breach of the contract, the dispute shall in the first instance supported with complete documents and further documents, if any, required by him, be referred for settlement to the Engineer of the work and he shall, within a period of sixty (60) days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to arbitration as hereinafter provided, be final and binding

upon the Contractor. In case the work is already in process, the Contractor shall continue with the execution of the work as aforesaid with all due diligence, whether any of the parties requires arbitration as hereinafter provided or not.

- 8.3 If the Engineer has conveyed his decision to the Contractor and no claim for arbitration has been filed by the Contractor within a period of sixty (60) days from the receipt of the letter communicating the decision, the said decision shall be final and binding upon the Contractor and will not be a subject matter of arbitration at all.
- 8.4 If the Engineer fails to convey his decision within a period of sixty (60) days from the date on which the said request was made by the Contractor, he may refer the dispute for arbitration as hereinafter provided.
- 8.5 All disputes or differences in respect of which the decision is not final and conclusive shall, at the request of either party made in communication sent through registered A.D. post, be referred for arbitration as per following:
- i. For original contract of the value upto Rs. 5.00 Crore, the disputes shall be referred to the sole arbitration of the any of the Superintending Engineer, Department of Local Govt., Punjab other than directly involved with this work acting as such at the time of reference unless debarred from acting as an Arbitrator by an order of the Punjab Government, in which event, the Employer shall appoint any other Superintending Engineer of the department to act as an arbitrator on receipt of a request from either party.
 - ii. For original contract of the value more than Rs. 5.00 Crore and upto Rs. 15.00 Crore, the disputes shall be referred to the sole arbitration of any other Superintending Engineer, Head Office of the department i.e. Local Govt. to be appointed by the Employer.
 - iii. For original contracts of the value more than Rs. 15.00 Crore, the disputes shall be referred to the Arbitral Tribunal consisting of three (3) members. The composition of tribunal will be as under :
 - iv. One official member, Chairman of the Tribunal, who shall be a serving Chief Engineer of department of Local Govt., Punjab other than the Chief Engineer incharge of the work. The appointment of the chairmanship of the Tribunal shall be done by the Employer;
 - v. One official member, not below the rank of Superintending Engineer (serving) of the department of Local Govt., Punjab to be appointed by the Employer and One non-official member, who will be a technical expert, not below the rank of Superintending Engineer (serving/retired) of the Punjab PWD (B&R) selected by the Contractor from a panel of three (3) persons given to him by the Employer.
- 8.6 The Employer shall have the authority to change the arbitrator/any member of arbitral tribunal on an application by either the Contractor or the Engineer requesting change of arbitrator giving reasons thereof, either before the start of the arbitration proceedings or during the course of such proceedings. The arbitration proceedings would stand suspended as soon as an application for change of Arbitrator/any member of Arbitral Tribunal is filed before the Employer and a notice thereof is given by the applicant to the Arbitrator. The Employer after hearing both the parties may





pass a speaking order rejecting the application or accepting to change the arbitrator or simultaneously, appointing a technical officer as Arbitrator/any member of arbitral tribunal under the contract. The new Arbitrator/Arbitral Tribunal so appointed may enter upon the reference afresh or may continue the hearings from the point these were suspended before the previous Arbitrator/Arbitral Tribunal.

- 8.7 The reference to the Arbitrator/Arbitral Tribunal shall be made by the claimant party within one hundred twenty (120) days from the date of dispute of claim arises during the execution of work. If the claim pertains to rates or recoveries introduced in the final bill, the reference to the Arbitrator/Arbitral Tribunal shall be made within six calendar months from the date of payment of the final bill to the Contractor or from the date a registered notice is sent to the Contractor to the effect that his final bill is ready by the Engineer (whose decision in this respect shall be final and binding) whichever is earlier.
- 8.8 It shall be an essential term of this contract that in order to avoid frivolous claims, the party invoking arbitration shall specify the disputes based upon facts and calculations stating the amount claimed under each claim and shall furnish a "deposit-at-call" for ten percent of the amount claimed, on a scheduled bank in the name of the Arbitrator/chairman of the Arbitral Tribunal, by his official designation who shall keep the amount in deposit till the announcement of the award. In the event of an award in favour of the claimant, the deposit shall be refunded to him in proportion to the amount awarded with respect to the amount claimed and the balance, if any, shall be forfeited and paid to the other party.
- 8.9 The provisions of the Arbitration and Reconciliation Act, 1996 or any other statutory law there under or modification thereof and for the time being in force shall apply to the arbitration proceedings under this clause.
- 8.10 The Arbitrator/Arbitral Tribunal shall give a reasoned award for each claim/counter claim.
- 8.11 The independent claims of the party other than one seeking arbitration as also the counter claims of any party shall be entertained by the arbitrator.
- 8.12 The venue of arbitration shall be such place or places in Punjab or Chandigarh as may be fixed by the arbitrator in his sole discretion. The work under the contract shall continue during the arbitration proceedings.
- 8.13 The stamp fee due on the award shall be payable by the party as desired by the Arbitrator/Arbitral Tribunal and in the event of such party's default, the stamp fee shall be recoverable from another sum due to such party under this or any other contract.
- 8.14 Neither party shall be entitled to bring a claim for arbitration, if it is not filed as per the time period already specified or within six months of the following:-
- a) of the date of completion of the work as certified by the Engineer or
 - b) of the date of abandonment of the work or breach of contract under any of its clauses, or
 - c) of its non-commencement or non-resumption of work within 10 days of written

notice for commencement or resumption as applicable, or

- d) of the cancellation, termination or withdrawal of the work from the Contractor in whole or in part and/or revision for closure of the contract, or
- e) of receiving an intimation from the Engineer that the final payment due or to be recovered from the Contractor had been determined, for the purpose of payment/adjustment whichever is the latest. If the matter is not referred to arbitration within the period prescribed above, all the rights and claims of either party under the contract shall be deemed to have been forfeited and absolutely barred by the time for arbitration and even for civil litigation.

8.15 No question relating to this contract shall be brought before any civil court without first invoking and completing the arbitration proceedings, if the issue is covered by the scope of arbitration under the contract. The pending arbitration proceedings shall not disentitle the Engineer to terminate the contract and to make alternate arrangement for completion of the works.

8.16 Arbitrator/Arbitral Tribunal shall be deemed to have entered into the reference on the day, notice is issued to the parties fixing the first date of hearing. The Arbitrator/Arbitral Tribunal may, from time to time, with the consent of the parties enlarge the initial time for making and publishing the award. However, the Arbitrator/Arbitral Tribunal shall make all out efforts to decide each claim within a period of 6 months from the date of initiation.

8.17 The expiry to the contractual time limit, whether originally fixed or extended, shall not invalidate the provisions of this clause.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.3 The liquidated damages shall be applicable under following circumstances: If the deliverables are not submitted as per schedule, the Bidder shall be liable to pay 0.1% of the monthly cost of the services for delay of per day or part thereof up to a maximum limit of 10% of the total contract value.

(a) If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5 % of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Bidder shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each constituent of the Bidder shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Bidder shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Bidder shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.
- (vii) The Bidder shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub- contractors, suppliers, agent(s), employed engaged or otherwise working for the Bidder, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Bidder for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.
- (x) The performance of the Selected Bidder/Agency based on the service level benchmarks indicated in the guidelines issued by Ministry of Housing and Urban Development, Government of India (as per clause 13 of GCC) or any assessments from time to time and also placed in the draft Concession Agreement.

11. Performance Security

Submission of PBG through BG/FDR deposit from nationalized bank

- The successful bidder shall be required to deposit bank guarantee of 5% of the Contract value within 10 days from the date of the award of the work. This Performance Bank Guarantee shall be valid till the project duration plus 6 months period.

**Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for
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12. Non-Compliance Penalties

The following penalties shall be imposed by MCB on the Selected Bidder/Agency

Sl. No.	Description	Penalty
1.	The Selected Bidder fails to ensure that the employees are in proper dress, and also ensure placement of safety devices and signage at Project Site during the working hours, as per the specification. Every Worker, Supervisor and Manager to be equipped at all times during working hours: Safety. Caps / Helmets, Nose Mask, Rain Coats, Gloves, Radium Jackets, Safety Boots.	₹500/- per day per default per person.
2.	Failure in conducting preventive maintenance of all the equipment and machinery on daily basis by the Selected Bidder/Agency. Selected Bidder/Agency needs to maintain repair and maintenancelogs/dashboard for verification.	₹1000/- per day
3.	If any of the employee of Selected Bidder/Agency is found not keeping valid driving license and if the mobiles provided (for monitoring of activities and smart ICT application for tracking the machine movement) to supervisor/ manager/ Selected Bidder/Agency are not being used during working hours then the selected Bidder/Agency shall be liable to pay a penalty.	₹500/- per day per default.
4.	In case of the fresh waste/RDF/any other is piled up for more than the required time the selected Bidder/Agency shall be liable to pay a penalty	₹ 25,000/- Per day per default.
5.	If any of activities of Selected Bidder/Agency is imposing violation of applicable rules and regulation like (Environmental Protection Act, 1986, Motor Vehicles (Amendment) Act 2019, SWM Rules 2016, CPHEEO rules and guidelines, CPCB/PCB Guidelines and Directions and any modifications in future then selected Bidder/Agency is fully liable to pay a penalty	₹ 25,000/- Per default.
6.	Non-performance of activities as per contract agreement for a day	1.5 times of calculated per day Contracted amount on daily basis

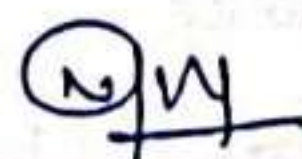
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13. Obligations

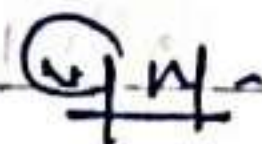
13.1. MCB's Obligation

- (i) Handed over to the Selected Bidder/Agency through respective MCBs the physical possession of the Project Site, for the period co-terminus to the Contract Period free from Encumbrances.
- (ii) Constituted and appointed the Steering Group, within a period of 15 (fifteen) days from the date of this Contract in accordance with the terms hereof; (1 member from the bidders side may be incorporated in the steering group who is an on-roll employee of the agency);
- (iii) Ensure to make payment to the Selected Bidder/Agency within 30 days of invoice raised
- (iv) MCB is vested with the rights as overseer and the title of interest, ownership and rights with regard to the Project Site shall vest with MCB except that these will be cleaned by the Selected Bidder/Agency as per the provisions of this Contract;
- (v) Upon request from the Selected Bidder/Agency, MCB shall provide reasonable assistance and facilitation in procuring clearances/approvals which are necessary for the implementation of the Project and which are in its MCB to grant or cause to be granted subject to the Selected Bidder/Agency complying with the eligibility criteria for the grant of such clearances. However, notwithstanding the contents of any other provision of this Contract, the end responsibility for obtaining all such approvals/clearances whether from any Department or any other authorized agency/Government of India or any other statutory body shall be that of the Selected Bidder/Agency;
- (vi) MCB would ensure that from the Compliance Date and till the completion of the Contract Period, the Selected Bidder/Agency has access to the Project Site for the purpose of carrying out the Selected Bidder/Agency's obligations under this Management Contract;
- (vii) MCB shall Endeavour to provide electricity connection to the Selected Bidder/Agency. MCB shall have to apply for an electric connection and commercial charges shall apply on electric consumption. The electricity bill will be paid by MC Bathinda.
- (viii) MCB will provide electricity connection up to the site of Project, if the same is not available. The commercial charges shall apply on electric consumption to be borne by the Selected Bidder/Agency. If at any time load enhancement is required it shall be the responsibility of MCB to provide so at its own cost.
- (ix) MCB shall provide water connection to the Selected Bidder/Agency and charges shall be paid by the Selected Bidder/Agency with respect to the use of water for the purposes related to the Project. However, if at any time due to some unavoidable circumstances the release of regular water is not possible, the Selected Bidder/Agency shall be required to make its own arrangement at its own cost;
- (x) MCB shall recognize and undertake not to, in any manner, violate or cause breach of the terms of this Contract.



13.2. Contractor's Obligation

- 13.2.1. Made arrangements for financing the Project and executed the Financing Documents and delivered to MCB notarized true copies thereof alongwith soft copies;
- 13.2.2. Submitted to MCB, a programme supported with Bar chart for all the planned activities envisaged under this project;
- 13.2.3. Provided an undertaking that all of the Representations and Warranties of the Selected Bidder/Agency are true and correct as on the date of this Contract and as on the Compliance Date and thereafter.
- 13.2.4. Take over the possession of the Project Site from MCB, provided it is being delivered in accordance with the provisions of Article 2.1 and safeguard and use the Project Site solely for the purpose of discharging its obligations under this Management Contract.
- 13.2.5. Comply and observe at all times with all Applicable Permits, approvals, Applicable Laws, all central / state government / semi-government / local body's rules and regulations applicable to rendering of such services and in the performance of its obligations under this Management Contract and also, complying with all the inter disciplinary measures as followed by MCB.
- 13.2.6. Ensure to be fully conversant with all the laws applicable to the work under the Management Contract.
- 13.2.7. Obtain any and all permits, necessary approvals, clearances and sanctions from the Competent MCB (ies), for necessary facilities like power, fire- fighting, telecommunications, etc. as and when required, for the Selected Bidder/Agency and its employees to perform their obligations under this Management Contract, at its own cost.
- 13.2.8. Make own arrangements to obtain the import licenses, if required for the import of machines and equipment at the Project Site, as required for this Project.
- 13.2.9. Ensure to get all the machines/vehicles/equipment's registered under the competent MCB who are recognized for such registrations.
- 13.2.10. Ensure that the services supplied conform to the standards of the technical specifications and where no applicable standard is mentioned, the standards shall be equivalent or superior to the official standard whose application is appropriate to the country of origin of the goods and suitable to Indian (BIS/MoEF/RTO/ISI) whether conditions and usage.
- 13.2.11. The agency will not transfer the project to third party except maintenance of assets/ logistics/ vehicles operation etc. by the agency shall be permitted.
- 13.2.12. At all times, to afford access to the Project Site to the authorized representatives of MCB, senior lenders, other persons duly authorized by any Governmental Agency having jurisdiction over the Project, to inspect the Project and to investigate any matter within their MCB and upon reasonable notice.





- 13.2.13. Ensure not to pose any problem/nuisance to the public. The Selected Bidder/Agency shall be solely responsible for the behaviors and honesty of its workforce.
- 13.2.14. Ensure not to dump or dispose of litter waste, garbage, or recyclables waste on any street, alley or other publicly owned property unless expressly authorized by MCB.
- 13.2.15. In the event of any accident/damage to third party by any of the vehicle/equipment of the Selected Bidder/Agency, MCB shall be completely free from any liability of any nature occurred on account of the accident. The Selected Bidder/Agency shall be fully and exclusively responsible for the liabilities arising on account of accident and damage to the vehicle, manpower or to the third party. The Selected Bidder/Agency shall be fully and solely responsible for any death or bodily injury to his staff member or any other person in the employment of the Selected Bidder/Agency or to any other person during the performance of the contractual services. This includes any third-party claims.
- 13.2.16. Solely responsible for any consequences under various laws, arising out of any accident caused by vehicles, equipment's or his employees to the property or personnel of MCB.
- 13.2.17. Make efforts to maintain harmony and good industrial relation among the personnel employed in connection with the performance of the Selected Bidder/Agency obligations under this Contract and shall be solely responsible for compliance with all labour laws and shall be solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies MCB against any accident claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall MCB treated as employer in this regard.
- 13.2.18. Neither place or create nor permit any other person claiming through or under the Selected Bidder/Agency to create or place any Encumbrance over all or any part of the Project Site or on any rights of the Selected Bidder/Agency therein, save and except as expressly set forth in this Contract.
- 13.2.19. Shall be responsible for safety, soundness and durability of the Project structure built on the site.
- 13.2.20. In case of loss due to theft or damage to the Project Facility, due to the negligence of the Selected Bidder/Agency, the Selected Bidder/Agency shall be responsible for making good the same immediately at its own cost and shall continue to keep them available for public use, at all times, within the Contract Period.
- 13.2.21. To pay at its own cost all applicable existing taxes / charges / fees including service tax, stamp duty, registration charges and any other related legal documentation charges, if any, in respect of the said Project, as leviable on the date of submission of Commercial Proposal. However, for any future taxes/charges/levies/ fees, MCB shall reimburse the same to the Selected Bidder/Agency.
- 13.2.22. Shall ensure that the operation, maintenance and management of the Project Site provided

therein are both in conformity with the relevant norms and Maintenance Manual, prepared in accordance to this Management Contract.

13.2.23. Carry out its duties in regard to the Project in accordance with the provisions of this Contract and the Schedules thereof.

13.2.24. On expiry of the Contract Period, within a maximum period of 30 (thirty) days, to leave the entire Project Site in a clean and safe condition to the satisfaction of MCB.

13.2.25. Shall be solely and primarily responsible to MCB for observance of all the provisions of this Management Contract on behalf of its employees and representatives.

13.2.26. Shall be liable for and shall indemnify, protect, defend and hold harmless MCB, MCB's officers, employees, etc. from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Selected Bidder/Agency to discharge its obligations under this article / Contract and to comply with the provisions of Applicable laws and Applicable permits.

13.2.27. The Selected Bidder/Agency shall acknowledge and recognize that time is of the essence of this Contract and that the performance of its obligations shall be construed accordingly.

13.2.28. Hand back the Project Site to MCB, at the end of the Contract Period.

14. Environmental Compliance

14.1 The Contractor shall, at all times, ensure his operations and services are conforming to the laws pertaining to environment, health and safety aspect including Solid Waste Management Rules, 2016, policies and guidelines related thereto.

15. Insurance

15.1 The Contractor shall insure his workmen, equipment, vehicles etc. No additional burden should fall on MCB due to absence of insurance.

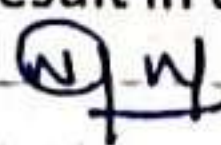
15.2 The Contractor shall take out all necessary insurance against theft, dacoit, fire or other contingencies for infrastructures being developed/ arranged/ deployed/ taken from MCB in his possession under this contract. MCB shall not be responsible for any type of liability in this regard.

16. Accidents

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

16.2 The Contractor 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 Contractor. This includes any third party claims.

16.3 On the occurrence 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 Contractor shall within 24 hours of such





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accident, report in writing to the Competent MCB, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

- 16.4 In the event of an accident in respect of which compensation may become payable under The Workmen's Compensation Act, (VIII of 1923) or any other act including all modifications hereof whether such compensation may become payable by the Contractor or by MCB, MCB shall retain whole or part of the deposit due and payable to the Contractor such sum or sums or money as may in the opinion of MCB sufficient to meet out liability, on receipt of award from the Labor Commissioner in regards quantum of compensation the difference in amount will be adjusted.

Wf

Ans

SECTION 8: Appendices

8.1 BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on non-judicial stamp paper)

To

<Signing MCB>Dear

Sir/Madam,

Sub: Your Contract No. _____ dated _____
for _____

1. You, on behalf of MCB, have entered into a contract with reference no as given above with _____ (herein after referred to as the contractor) for the development, fabrication and supply of _____ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract the contractor has undertaken to produce a bank guarantee for Rs. _____ (Rupees _____ only) being _____ % of the total value of the said stores supplied to you, for the due fulfilment of its obligations to MCB for due performance as per the contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the contractor that in the event that MCB submits a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs _____ (Rupees _____ only). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights

QW

Tom

Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for Municipal Corporation Bathinda.

with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.

5. Not with standing anything herein contained, our liability under this guarantee is restricted to Rs _____ (Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date:

Sd.....

Place:

Bankers

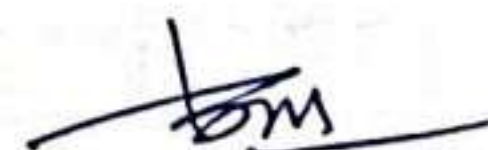
Seal of the Bank

Witness:

1.

2.

GW



List of Machinery and Civil Structure

S No	Asset description		UOM	Quantity
1	Weighbridge	40MT	No's	1
2	EOT Grab Crane	15 MT	No's	2
3	Apron feeder with hopper	32 MT	No's	2
4	MSW Beltconveyour		No's	6
5	Magnetic Seprator		No's	5
6	Ballistic Separator	30TPH	No's	2
7	Double Rotor Primary Shredder	15/10TPH	No's	2
8	Single Rotor Secondary shredder	10TPH	No's	2
9	Reject Belt Conveyour		NOS	8
10	RDF Beltconveyour		NOS	12
11	Compost Beltconveyour		NOS	3
12	Trommel-screen	2.2x6 mtr	NOS	3
13	Compost Trommel Conveyors		NOS	6
14	Compost destoner		NOS	1
15	Vibratory screen		NOS	1
16	Leachate Conveying & Handling System		SET	1
17	Scrubber system		NOS	1
18	Spray system		NOS	1
19	Briquette Machine		NOS	1
20	Gen Set 82.5Kva	82.5 kva	NOS	1
21	Welding Machine	300amp	NOS	2
22	Air blower		NOS	2
23	Transformer 1000KVA		NOS	1
24	HT panel		SET	1
25	LT panels		SET	1
26	Process Panel		SET	2
27	Electric Installations		SET	1
28	Laboratory		SET	1
29	Tractor trolly		SET	1
30	Backhoe Loader (JCB)		No's	2
31	Chain Excavator		No's	1
32	Tipper 10 cum Capacity		No's	2
33	Trommel-screen (standing at lagecy waste site)		No's	2

Civil Structure

S No	Asset description	UOM	Quantity
1	Boundary fencing and gates	Set	1
2	Waste receipt area Shed (Pits & Ramp Floor)	Set	1
3	Waste processing Area Shed	Set	1
4	office Porta cabin	Set	1
5	Lab Building	Set	1

**Request for Proposal for Operation & Maintenance of Existing Municipal Solid Waste Processing Facility for
Municipal Corporation Bathinda.**

6	Store Room	Set	1
7	L.T. Room	Set	1
8	H.T. Room	Set	1
9	Workshop Shed	Set	1
10	Weighbridge Room	Set	1
11	Security Room	Set	1
12	internal approach Roads	Set	1
13	Parking	Set	1
14	PCC Pad	Set	1
15	Scrubber pad	Set	1
16	Washing Station	Set	1
17	Leachate Tank	Set	1
18	Compost Pad	Set	1

Note : This is tentative list of existing plant and machinery currently present at site which may vary at the time of hand over of the plant.

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Ref. No. CUPB/Esr/Const/84

Date: 35/07/23



Department of Environment Science and Technology
Central University of Punjab, Ghudda - 151401.
(Established vide Act No. 25(2009) of Parliament)

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Associate Professor

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WASTE CHARACTERIZATION REPORT

Report issued to: Municipal Council, Bathinda

Date of Sampling: 12.07.23

Total wt. (kg) : 895

Weather : Clear

Temperature (°C) : 42

MSW SAMPLING METHODOLOGY

1. Tipper/Vehicle from identified area had been taken for sampling. The net weight of the content was determined by weighing on a weighbridge – near/ on the way to site and empty weight of the truck was taken after emptying the entire truck contents at the landfill site for sampling. Whole MSW was dropped on plastic sheet so that there is no intermixing with the exiting components in the landfill. The MSW content were physically separated for the components. Each of these fractions was weighted individually using a suitable weighing device.
2. Density of MSW was calculated with the help of tipper. Vehicle was completely filled up with waste up to the top level without compacting it and then truck has been weighted with the help of weighing machine containing waste. Empty weight of the truck has also been taken in order to know the exact weight of the waste. Total volume of the truck was taken out by measuring the truck with the help of footrule and accordingly density of MSW was calculated.

Organic matter	463.5 kg	51.78%
RDF	275.4	30.77%
Inert	131.62	14.7%
Others	24.5	2.73%

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MSW PHYSICAL SEGREGATION REPORT

S. No.	TYPE OF WASTE	TOTAL WT (kg)	PERCENTAGE (%)
	Organic Matter		
1	Flowers & Leaves	36	4.02
2	Kitchen waste	427.5	47.77
	RDF		0.00
3	Coconut shell/hair	24.3	2.72
4	Paper/ Cardboard	22.95	2.56
5	Wood	13.05	1.46
6	Textile waste	80.9	9.15
7	Thermocole	13.95	1.56
8	Plastic	119.25	13.32
	Others		0.00
9	Glass	22.5	2.51
10	Metals	2	0.22
11	Lime	0	0.00
12	Dead Animals	0	0.00
13	Bones	0	0.00
14	Raw Meat	0	0.00
	Inert		0.00
15	Sand/Soil	81	9.05
16	Stone/Brick	50.625	5.66

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TEST RESULTS SAMPLE 1

S. No.	Test Parameters	Unit	Results	Test method
A	Proximate Analysis			
1	Moisture Content			
2	Ash Content	%	34	ASTM D3173-87-1996
3	Volatile Matter	%	42	ASTM D3174-97
4	Fixed Carbon	%	7	ASTM D3175-89a-1997
B	Ultimate Analysis	%	17	ASTM D3172-89-1997
5	Moisture Content			
6	Ash content	%	34	ASTM D3173-87-1996
7	Carbon content	%	42	ASTM D3174-97
8	Hydrogen content	%	34.80	ASTM D3178-89-1997
9	Sulphur content	%	3.5	ASTM D3178-89-1997
10	Oxygen content	%	0.55	ASTM D3177-89-1997
11	Nitrogen content	%		ASTM D3176-89-1997
C	Other Parameters	%	0.95	ASTM D3179-89-1997
12	Total Solid			
13	Loss on Ignition	% by mass	59	IS 10158-1982
14	Selenium (Se)	% by mass	58.7	EPA SW 846-1010
15	Potassium	mg/kg	0.87	USEPA 6010C-2007
16	Sodium	% by mass	0.54	USEPA 6010C-2007
17	Chloride	% by mass	0.30	USEPA 6010C-2007
18	Calcium Oxide	% by mass	0.02	EPA SW 846-9253
19	Magnesium	% by mass	4.32	USEPA 6010C-2007
20	Silica	% by mass	0.24	USEPA 6010C-2007
21	Sulphate	mg/kg	213.6	USEPA 6010C-2007
22	Iron	% by mass	0.21	EPA SW 846-9038
23	Copper	% by mass	0.13	USEPA 6010C-2007
24	Cadmium	mg/kg	97.3	USEPA 6010C-2007
25	Zinc	mg/kg	BDL	USEPA 6010C-2007
26	Nickel	mg/kg	186	USEPA 6010C-2007
27	Organic Carbon	mg/kg	7	USEPA 6010C-2007
28	Phosphate	% by mass	11.7	IS 2720 (P-22)-1972
29	Bulk Density	mg/kg	18.3	IS 10158-1982
30	C/N ratio	gm/cc	0.41	IS 2720 (P-3)-1963
31	Lead	-	36.6	By Calculation
32	Chromium	mg/kg	19.7	USEPA 6010C-2007
33	Arsenic	mg/kg	0.97	USEPA 6010C-2007
34	Titanium	mg/kg	BDL	USEPA 6010C-2007
35	Gross Calorific value (As on Dry Basis)	mg/kg	0.73	USEPA 6010C-2007
36	Net Calorific Value (As on Dry Basis)	Cal/gm	2960	ASTM D 5865-99a
37	Gross Calorific Value (As on Received Value)	Cal/gm	2660	ASTM D 5865-99a
38	Net Calorific Value (As on Received Value)	Cal/gm	2131	ASTM D 5865-99a
			1920	ASTM D 5865-99a

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TEST RESULT SAMPLE 2

S. No.	Test Parameters	Unit	Results	Test method
A	Proximate Analysis			
1	Moisture Content			
2	Ash Content	%	36.4	ASTM D3173-87-1996
3	Volatile Matter	%	39	ASTM D3174-97
4	Fixed Carbon	%	6.3	ASTM D3175-89a-1997
B	Ultimate Analysis	%	18.3	ASTM D3172-89-1997
5	Moisture Content			
6	Ash content	%	36.4	ASTM D3173-87-1996
7	Carbon content	%	39	ASTM D3174-97
8	Hydrogen content	%	36.20	ASTM D3178-89-1997
9	Sulphur content	%	3.3	ASTM D3178-89-1997
10	Oxygen content	%	0.32	ASTM D3177-89-1997
11	Nitrogen content	%	0.76	ASTM D3176-89-1997
C	Other Parameters	%	0.98	ASTM D3179-89-1997
12	Total Solid			
13	Loss on Ignition	% by mass	57.3	IS 10158-1982
14	Selenium (Se)	% by mass	55.20	EPA SW 846-1010
15	Potassium	mg/kg	0.82	USEPA 6010C-2007
16	Sodium	% by mass	0.67	USEPA 6010C-2007
17	Chloride	% by mass	0.42	USEPA 6010C-2007
18	Calcium Oxide	% by mass	0.03	EPA SW 846-9253
19	Magnesium	% by mass	4.8	USEPA 6010C-2007
20	Silica	% by mass	0.29	USEPA 6010C-2007
21	Sulphate	mg/kg	206.7	USEPA 6010C-2007
22	Iron	% by mass	0.23	EPA SW 846-9038
23	Copper	% by mass	0.12	USEPA 6010C-2007
24	Cadmium	mg/kg	104.8	USEPA 6010C-2007
25	Zinc	mg/kg	BDL	USEPA 6010C-2007
26	Nickel	mg/kg	159	USEPA 6010C-2007
27	Organic Carbon	mg/kg	7.3	USEPA 6010C-2007
28	Phosphate	% by mass	9.2	IS 2720 (P-22)-1972
29	Bulk Density	mg/kg	19.2	IS 10158-1982
30	C/N ratio	gm/cc	0.41	IS2720 (P-3)-1963
31	Lead	-	36.9	By Calculation
32	Chromium	mg/kg	18.2	USEPA 6010C-2007
33	Arsenic	mg/kg	0.75	USEPA 6010C-2007
34	Titanium	mg/kg	BDL	USEPA 6010C-2007
35	Gross Calorific value (As on Dry Basis)	mg/kg	0.92	USEPA 6010C-2007
36	Net Calorific Value (As on Dry Basis)	Cal/gm	3681	ASTM D 5865-99a
37	Gross Calorific Value (As on Received Value)	Cal/gm	3310	ASTM D 5865-99a
38	Net Calorific Value (As on Received Value)	Cal/gm	2668	ASTM D 5865-99a
			2400	ASTM D 5865-99a

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