

MUNICIPAL CORPORATION BATHINDA

REQUEST FOR PROPOSAL (RFP)

for

Bio-Remediation of Legacy Waste

at

Municipal Solid Waste dumpsite (Mansa Road)

Bathinda

**Municipal Corporation Bathinda,
(Punjab)**

E-mail:

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cmcbathinda@gmail.com

Disclaimer

The information contained in this bid document provided to the Concessionaire(s), by or on behalf of Municipal Corporation , Bathinda(hereinafter referred to as "MCB") or any of their employees or advisors, is provided to the Concessionaire(s) on the terms and conditions set out in this bid document and all other terms and conditions subject to which such information is provided.

The purpose of this bid document is to provide the Concessionaire(s) with information to assist the formulation of its Proposals. This bid document does not purport to contain all the information each Concessionaire may require. This bid document may not be appropriate for all persons, and it is not possible for Municipal Corporation Bathinda, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Concessionaire who reads or uses this bid document. Each Concessionaire should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this bid document and where necessary obtain independent advice from appropriate sources. Municipal Corporation Bathinda, 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, reliability or completeness of the bid document. Municipal Corporation Bathinda may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this bid document.

**Bio-remediation of Legacy Waste at Municipal Solid Waste dumpsite
(Mansa Road) Bathinda.
E-Tender No. MCB/2022-23/008**

Notice Inviting Request for Proposal

No. 953/₹

Dated: 7.10.2022

Municipal Corporation, Bathinda intends to adopt a online two stage (Technical / Financial) bidding process for selection of the Concessionaire for Bio-remediation of Municipal Solid Waste dumpsite accordance with Solid Waste Management Rules 2016 from eligible individuals / registered firms / company incorporated under the relevant Companies Act /registered partnership firms/ public limited companies, for the following activities for a period of 12 months. Online Bids are hereby invited by the Municipal Corporation, Bathinda from eligible entities as below: -

Name of work	Bid security / EMD	Period of completion	RFP document fee
Bio-remediation of Legacy Waste at Municipal Solid Waste dumpsite (Mansa Road) Bathinda	Rs. 11,35,000/-	12 months (including 2 Months for procurements & mobilization)	Rs. 5,000/-

Date and Time Schedule

Last Date of Online Submission of Bid	Pre-bid Meeting	Opening of Technical Bid	Opening of Financial Bid
26-10-2022 at 3:00 PM	--	26.10.2022 at 4:00 PM	After Technical Approval

1) INSTRUCTIONS TO CONCESSIONAIRES FOR E-TENDERING PROCESS:

Where ever applicable in the tender/RFP document, the tendering process shall be replaced with “E-tendering process” / instructions, as mentioned below.

- a. For participating in the above e-tendering process, the applicant / prospective Concessionaire shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user-id and password. Class-3 digital signature is mandatory to participate in the e-tendering. In case Concessionaire is a consortium, one of the Consortium members shall have to be registered with <https://eproc.punjab.gov.in> and get user-ID and password for the electronic purchase of RFP document from Municipal Corporation Bathinda as specified in the RFP document by paying the requisite payment as per the mode specified.
- b. For selecting the Selected Concessionaire to undertake the above Project, The Municipal

Corporation Bathinda has adopted a Two Stage System.

- c. The first Stage (the "Technical Qualification Stage") and second Round is (the " Financial Bid Stage") comprising the Technical and Financial Proposal. In the Technical Qualification Stage, Concessionaires would be required to furnish the information specified in the RFP. Only those Concessionaires who will be qualified as per the Qualification Stage will stand short-listed by Municipal Corporation Bathinda and shall be eligible for opening their Financial Proposal in the Bid Stage for the Project.
- d. The Tender Documents can be downloaded from: <https://eproc.punjab.gov.in>
- e. Purchase of online Tender Document /Bid Security for Tender shall be submitted strictly through online mode (E-Payment only). Concessionaires are advised to open bank account with core banking solution branches (with NEFT/RTGS Facility).
- f. The web site also has user manuals with detailed guidelines on enrollment and participation in the online bidding process i.e. two cover bid submission. The user manuals can be downloaded for ready reference from <https://eproc.punjab.gov.in>.
- g. The Submission of Proposal / Tender Document shall be carried out strictly online through website; <https://eproc.punjab.gov.in>. For any online tendering process help Concessionaires shall contact 12 hours support timing 8 am to 8 pm at +91 9780014145, +91 93169-00004 and +91 98723-10253.
- h. Concessionaires are required to submit RFP document (Technical and Financial Proposal) in accordance with the guidelines set forth in this RFP Document and as mentioned on website. In order to enable the Concessionaires to prepare Proposal in a consistent manner and to minimize misunderstandings regarding how Concessionaires' Proposals will be interpreted by Municipal Corporation Bathinda, the format in which Concessionaires will specify the fundamental aspects of their Proposals has been broadly outlined in RFP.
- i. The Successful Bidder must compliance of the guidelines/instructions regarding Covid-19 issued by Govt.
- j. For any further queries or clarification Concessionaire may contact on: [**cmcbathinda@gmail.com**](mailto:cmcbathinda@gmail.com)

-sd-
Corporation Engineer
Municipal Corporation,
Bathinda

2) GENERAL INFORMATION

Introduction

As per contour survey conducted by Municipal Corporation, Bathinda, there is approximately 277522 cum or 222017 MT (0.80 density) of legacy waste at existing dumpsite of Municipal Corporation Bathinda located on Mansa Road, Bathinda which spreads in an area of about 12.68 Acres since last 25-30 years. The quantity of existing legacy waste may vary.

The estimate has been prepared on the contour survey and calculations are based on mixed type of methods such as CAPEX and OPEX. The machinery will be provided on the CAPEX mode and the Concessionaire will provide the operation services as well.

Need of Dumpsite Remediation Project

This dump site situated at Mansa Road is spread over 12.68 Acres land. As the legacy waste is laying here since a long time Thus, the site is environmentally sensitive and poses threat to both nature and human being.

Municipal Corporation, Bathinda is now going to reclaim this chunk of land for any other use. No fresh solid waste is now being transported to this site.

Provisions of SWM Rules, 2016:

The Government of India has notified the Solid Waste Management Rules (SWM) Rules, 2016 for proper and effective management of municipal solid waste (MSW). Under the SWM Rules, 2016, following provisions have been made to manage old dumps of MSW.

Rule 15 - Duties and responsibilities of local authorities and village Panchayat's of census towns and urban agglomerations. - The local authorities shall,-

- a) investigate and analyze all old open dumpsites and existing operational dumpsites for their potential of bio-mining and bio-remediation and where so ever feasible, take necessary actions to bio-mine or bio-remediate the sites;
- b) In absence of the potential of bio-mining and bio-remediation of dumpsite, it shall be scientifically capped as per landfill capping norms to prevent further damage to the environment.
- c) The by-laws shall apply to every urban local body, outgrowths in urban agglomerations, Cantonment boards, Panchayat, Industrial and Institutional Townships, railways and defense establishments
- d) Further, provisions under Schedule I (j) are given below:-

Schedule-I Closure and Rehabilitation of Old Dumps- Solid waste dumps which have reached their full capacity or those which will not receive additional waste after setting up of new and properly designed landfills should be closed and rehabilitated by examining the following options:

- a) Reduction of waste by bio-mining and waste processing followed by placement of residues in new landfills or capping as in (ii) below.
- b) Capping with solid waste cover or solid waste cover enhanced with geomembrane to enable collection and flaring / utilization of greenhouse gases.
- c) Capping as in (ii) above with additional measures (in alluvial and other coarse grained soils) such as cut-off walls and extraction wells for pumping and treating contaminated ground water.
- d) Any other method suitable for reducing environmental impact to acceptable level.

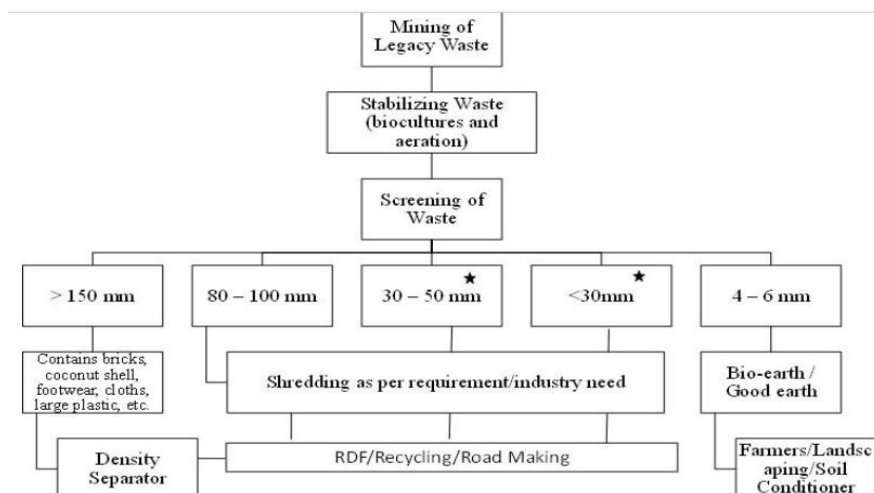
METHODOLOGY:

Municipal Corporation Bathinda dumpsite will be cleared/treated through the treatment & disposal of Legacy MSW by Bio-remediation and Bio-mining. The contour/total Station survey of dumping site has been carried out prior to the start of the project. However Municipal Corporation Bathinda has done the contour survey for estimation.

Bio-remediation & Bio-mining of Old Municipal Dumpsite:

The excavation of old dumped waste and make windrow of legacy waste thereafter stabilization of the waste through bio-remediation i.e. exposure of all the waste to air along with use of composting bio-cultures, i.e. screening of the stabilized waste to recover all 11 valuable resources (like organic fines, bricks, stones, plastics, metals, clothes, rags etc.) followed by its sustainable management through recycling, co-processing, road making etc.

**Overview of Bio-remediation and Bio-mining of Legacy Waste
Tentative Figure (Flow Chart) for Bio-mining**



(The above figure is to understand the procedure of Bio-Remediation. The sizes of Trommels may vary as per Annexure - X of the Tender Document.)

FOLLOWING STEPS ARE REQUIRED FOR BIO-REMEDICATION OF MSW DUMP:

First Step

The first step is to excavate legacy waste, loosen it and make windrows so as the leachate can be dried off through solar exposure and all the entrapped methane is removed from the heap. So the first step in stabilizing and bringing down airless legacy waste is to expose as much of it as possible to air. Addition of composting bio-cultures speeds up decomposition and rapidly creates biological heat within the waste that helps to dry it out and reduce its volume by 35-40%. This happens through loss of moisture and by decomposition of some of the aerated waste to carbon dioxide and water vapor. This is called **bio-remediation** and makes the waste dry enough for screening. Waste is called stabilized when there is no more generation of heat or landfill gas or leachate, and seeds are able to germinate in it.

Screening of such stabilized waste into different size fractions that would be disposed of without affecting the environment. Screen sizes: 75 mm, 25mm and 6mm. The finest fraction is called bio-earth or good earth. The coarsest fraction contains bricks, stones, coconut shells, footwear, cloth and larger plastics. Density separation helps recover combustibles which can be used (usually up to 5-10%) as fuel replacement after supplying it to customer requirements. The lighter mid-fractions are mostly plastics and can be shredded as per industry requirement for use in bitumen hot-mix plants to make so-called Plastic Roads or as refuse derived fuel for co-processing in cement kilns. Fractions up to 50mm do not require shredding for use as RDF. The heavier mid-fractions are mostly stony inert which can be used in the lowest layers of road-making or plinth-filling or in low-lying areas. Less than 10% of the original waste remains as totally unusable residual rejects and may remain onsite, either in a small heap or spread to raise the ground level by a couple of meters.

The land which was hosting waste dump would be fully recovered for alternate uses.

PROCESS OF BIO-REMEDIATION AND BIO-MINING:

Exposing the legacy waste to air to stabilize it has been done. Almost all of them involve forming the waste into long low heaps of about 2-meter height called wind-rows, to get maximum surface area to volume. Repeated turning is necessary to ensure that the innermost waste in wind-rows also gets exposed to air. Usually 3-4 turnings of legacy waste are necessary to stabilize it.

1. Use a Loader/Backhoe to repeatedly loosen the topmost 150 mm layer of legacy waste. Mist-spray the waste lightly with bio-cultures to control odor and get the decomposing microbes dispersed into the waste. Hand-pick out large objects like rocks or coconut-shells or long pieces of cloth. Form the waste into wind-rows using a loader or similar earth-moving equipment. Turn these wind-rows every 5 days. After 2-3 weeks when the heaps are free-flowing enough for screening, move the material to multi-deck vibrating screens or to trommels (rotating cylinders with different size perforations) to get fractions of different size and weight.
2. Use a loader to dig 2-2.5 meter deep trenches downwards from the top of a legacy waste heap at 1.5 to 2 meter intervals. This is a rapid and cost-effective way to slice the uppermost layer into in-situ wind-rows. Mist-spray the sides of the trenches to get microbes to reach exposed waste surfaces. Bring down these slices to form terraces and turn one aerated windrow onto another weekly before repeating the process until almost ground level is reached. Start screening when waste moisture is low enough.
3. Use a loader to lift legacy waste off the top of a heap and drop it from a height to aerate and loosen the waste and form 2-3 meter high cones. Mist-spray bio culture on the cones. Every day or 2-3 days use the loader to lift waste from the cones and drop it back to the same or a nearby location, to aerate the waste. This is rather fuel-intensive.
4. If waste needs to be moved from one location to another part of the same site, usually the perimeter, place it in thin 150 mm layers and mist-spray bio cultures. Allow 5 days to aerate one layer before adding the next one and mist-spraying bio cultures on that also.
5. This is a constantly-evolving field. Hence other cost effective and space effective methods can also be applied.

SCOPE OF WORK/ GUIDELINES REGARDING PROJECT:

1. Municipal authorities are required to carry out the disposal of the Municipal Solid Waste (MSW) in a scientific manner in accordance with the SWM Rules, 2016 (hereinafter referred to as "SWM Rules"). As per the provisions of the SWM Rules, the existing landfill sites (dumpsites) should be improved in accordance of the specifications given in Schedule III of the Rules.
2. Municipal Corporation, Bathinda (hereinafter referred to as "Municipal Corporation, Bathinda") is providing municipal services in Municipal Corporation Bathinda city, has

proposed Bio Remediation of the Municipal Solid Waste Dumpsite and has decided to carry out competitive double-stage bidding process (referred to as the "Bidding Process") for selection of the concessionaire to whom the Project may be awarded.

3. The scope of work is to clear existing Dump by using technology of Bio Remediation within 12 months
4. Assessment of Waste quantification through contour/total station survey.
5. The scope of electro mechanical is indicative and subject to moderation upon pre bid discussions
6. The Concessionaire Shall Supply and Install Two Full Set of Trommel 75mm x 25mm, Trommel 6mm, Feeding Belt Conveyor, RDF Belt Conveyor, Rejection Belt Conveyor for trommel perforation size 75mm and 25mm, Rejection Belt Conveyor for trommel perforation size 6mm, Belt conveyor for RDF feeding to shredder, Bailing Machine, Backhoe loader, Crawler Hydraulic excavator, tippers, Dust cleaner (phatka) and cabin for the security guard as per the Specification Provided in the Technical Annexure - X.
7. Municipal Corporation Bathinda may increase or decrease the machinery as per actual requirement.
8. Environment clearance from the monitoring agencies such as Pollution Control Board or NGT.
9. Submission of detailed roll out plan / pert chart with all the activities along-with the existing quantity of legacy waste at the dumpsite with the planning mechanism.
10. Installation of machinery with the approved drawings according to the manufacturer.
11. Insurance of man and machinery at the cost of concessionaire.
12. Strictly adhere the guidelines of Pollution Control Board/NGT and activities according to the Solid Waste Rules, 2016.
13. Submission of actual data in the units of metric/ton at the end of every month which would be segregated/cleared from the dumpsite.
14. Maintenance of record on the daily basis for the clearance of legacy waste at the dumpsite.
15. Clearance of dumpsite within the stipulated time period from all means.
16. The Municipal Corporation Bathinda is curious to reclaim the land from the existing dumpsite. The Concessionaire has to install Plant/ plants with machinery of required capacity for Bio-remediation of the dumped waste. The existing waste at Dumpsite is to be bio-remediate to make the land environmentally suitable and usable for any other urban infrastructure use purpose.
17. The Concessionaire would be required to carry out such development, production and operations works related to Project.
18. The Concessionaire will also be responsible for disposal of all aggregates generated from the process in compliance with SWM Rules, 2016 and in consultation with MCB.
19. Concessionaire has to carry out contour survey every month for monitoring volumetric reduction of existing dump and contour survey reports shall be submitted along with monthly bill clearly showing monthly volumetric reduction of existing dump and concessionaire is responsible to clear the RDF before submission of bills.
20. The legacy Waste is dumped Approximate 12.68 acres of land.
21. An outline of the job to be carried out is listed follows;

- a) The Concessionaire would be responsible to sell/Dispose of the RDF, Plastic waste, Compost (if any) recovered from Existing Dump after segregation.
- b) Municipal Corporation, Bathinda Shall be responsible to provide the space for the disposal of all inert or remediated soil wherever required (Mostly in low laying areas/road berms).**
- c) The Concessionaire shall be responsible for minor and major maintenance of the machinery at his own cost.
- d) The Concessionaire shall be responsible to install the Trommel machines or any other machinery as required in the Tender document. Any kind of civil work should be carried out by the Concessionaire as per the design specified by the manufacturer of the machinery. The payment would be made according to CSR Punjab as per the actual work executed at site. No extra cost or expense to the Concessionaire for any extra civil works would be provided.
- e) The Concessionaire shall be responsible for the safety of the machinery from the weathering agencies such as sun and rain.
- f) After the completion of the project the machinery as provided by the Municipal Corporation, Bathinda on the CAPEX mode should be handed back in the working condition. A technical committee will check the machinery and if any major repair will be required in the machinery, the Concessionaire shall be responsible to repair the same at his own cost. The final payment would be made on the production of completion certificate.
- g) Municipal Corporation, Bathinda shall be responsible to provide the electricity free of cost for the site.
- h) The safety equipment for the workmen from any type of health hazardous should be arranged by the Concessionaire at his own cost.
- i) The Concessionaire shall be responsible to provide the insurance cover to all the employee/worker on the dump site.
- j) The Concessionaire shall be responsible to provide transportation facility to reach at the dump site in the each shift to the worker/employee at his own cost.
- k) The Concessionaire will be responsible to design cover system as per SWM Rules, 2016.
- l) The Concessionaire will be responsible for leachate management as per SWM Rules, 2016.
22. The Successful Concessionaire shall be responsible to treat legacy waste daily in two Shift as mentioned in the Time Schedule.
23. The Successful Concessionaire shall adhere to the construction requirements/ specifications without compromising the quality of work and complete the project on or before the Scheduled Project Completion Date, as specified in this document.
24. The Successful Concessionaire shall, at all times, ensure that all aspects of the Project and processes employed in the construction, thereof shall conform with the laws pertaining to environment, health and safety aspects and policies and guidelines related thereto.
25. After the completion of the work the land of dump site should be free from all type of garbage except remediated soil if required.
26. The Concessionaire shall arrange drinking water to the workmen. If required Concessionaire may connect the water line of the Municipal Corporation, Bathinda at his own cost with the prior approval of Municipal Corporation, Bathinda.

27. The Concessionaire would be responsible to remove RDF and plastic waste after segregation. The dumpsite should be free from RDF and plastic waste at the end of the project.
28. If at any stage it is found that the Concessionaire is involved in the malpractice to cover the RDF and plastic waste with the remediated soil or any other similar activities, heavy penalty equal to two times of the amount involved for the clearance of that irregularity will be imposed or deducted from the periodic bills.
- 29. The C&D waste, inerts, remediated soil should be stacked individually in such manner that it can be identified and easily removed.**
30. The monthly running payment would be based on the contour survey report which shows the volumetrically (in CUM) decrease of legacy waste from the dumpsite. The payment would be made of the reduced quantity of waste only..
31. The benchmark of the legacy waste would be arrived at by conducting joint survey before the start of the project between both the parties (Municipal Corporation, Bathinda and Concessionaire)
32. Every prospective Concessionaires will quote the machinery it deems imperative to achieve the end result in his technical bid however the responsibility of completing the work within the given time and with the given specifications will be of the Concessionaire only. Successful Concessionaire will be fully responsible to deliver the end objective and will not be entitled to cite inapt machinery for nonperformance.
33. The payment of CAPEX will be made on the production of original invoices of the machinery. The machinery should be strictly according to the specifications mentioned in the Annexure-X. In case of any changes required in the specification the same can be discussed at the time of pre bid meeting. No changes in the specifications would be entertained after the allotment of work.
34. The vehicles should be registered on the name of Municipal Corporation , Bathinda and the cost of registration of vehicles including road tax, insurance would be borne by Municipal Corporation, Bathinda.
35. All fresh MSW will be dumped on the site only at designated pre fixed locations based on the plan layout as discussed between the Concessionaire and Municipal Corporation, Bathinda.
36. The Concessionaire shall be responsible to remove the part of legacy waste from the dump site immediately after the award of the project to provide the adequate space for the fresh waste so that new and legacy waste is not mixed with each other. The temporary demarcation can be provided to avoid over lapping of fresh and legacy waste.
37. At the end of the project the successful Concessionaire will leave the site along with all his equipments except those provided by Municipal Corporation, Bathinda on CAPEX mode. The SB shall be responsible to handover all the equipment in the working condition to the Municipal Corporation, Bathinda. The SB shall also be responsible to handover the clean area and capped area of inerts without claiming any compensation of whatever nature.
38. The Concessionaire may produce and sell the compost at its own level. No extra machinery for this purpose would be provided by the Municipal Corporation, Bathinda.
39. The successful bidder cannot sublet the project to the other companies.

4) SCOPE OF BID

- 1) Municipal Corporation, Bathinda is responsible for managing the implementation of urban infrastructure projects in Bathinda.
- 2) Municipal Corporation, Bathinda invites detailed Proposals (referred to as “Bid”) through this Request for Proposal (RFP) Document for **Bio-remediation of Legacy Waste at Municipal Solid Waste dumpsite (Mansa Road) Bathinda for Municipal Corporation, Bathinda** (hereinafter referred as “the Project”) by way of Remediation/mining of existing dumpsite.
- 3) The Bids shall be evaluated based on the evaluation criteria set out in this RFP document in order to identify the successful Concessionaire for the Project (hereinafter referred to as “Successful Concessionaire”). The Successful Concessionaire would then have to enter into an Agreement with Municipal Corporation, Bathinda and perform the obligations as stipulated therein, in respect of the Project.

5) ELIGIBLE CONCESSIONAIRES

CRITERIA FOR TECHNICAL CAPACITY

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

(A) **Technical Capacity:** For demonstrating technical capacity and experience (the

“**Technical Capacity**”), the Concessionaire shall have to fulfill the following conditions:-

possess at least 5 (five) years of experience in undertaking solid waste management projects/landfill operations;

AND

Allotted and running successfully 1 (one) project of Remediation/Bio-Mining of a MSW dumpsite in India or abroad having 75% (seventy-five percent) capacity of the Estimated Utilized Capacity, during the last 5 (five) years preceding the Bid Due Date.

OR

Allotted and running successfully 2 (two) projects of Remediation/Bio-Mining of a MSW dumpsite in India or in abroad each having 50% (fifty percent) capacity of the Estimated Utilized Capacity, during the last 5 (five) years preceding the Bid Due Date.

OR

Allotted and running successfully 3 (three) projects of Remediation/Bio-Mining of a MSW dumpsite in India or in abroad each having 40% (forty percent) capacity of the Estimated Utilized Capacity during the last 5 (five) years preceding the Bid Due Date.

The Concessionaires eligible for participating in the qualification process shall be any one of the following categories:

Category 1: A single Business Entity meeting the qualification criteria as set out in RFP

(Business Entity means a company duly incorporated under the relevant Companies Act or a registered partnership firm or a registered society in India. In case of foreign entities, they should be registered under the relevant Acts in the respective countries. In case of a partnership firm or a society, a copy of the certificate of registration, issued by the concerned authority, should be submitted along with the Bid)

Category 2: In case the Concessionaire, which is a Business Entity, (hereinafter referred to as “Lead Member”) does not have the qualification criteria as set out in RFP, the same may be procured from a suitably qualified Concessionaire, (hereinafter referred to as “Operator”), with whom a valid Memorandum of Understanding (hereinafter referred to as “MoU”) formalizing such an arrangement should be in place. The Operator must also be a Business Entity. This joint entity shall hereinafter be referred to as "Consortium". No Concessionaire applying individually or as a member of a Consortium or Joint Partnership, as the case may be, can be member of another Consortium or Joint Partnership.

- 1) The Concessionaires eligible for participating in the qualification process shall possess the requisite qualification.
- 2) Any entity, which has earlier been barred or blacklisted or whose contract is terminated by the authorities prior to the contract period by Government of Punjab or any State or Central Government or other public authorities would not be eligible to submit a Bid.
- 3) PAN number of the agency
- 4) GST number of the agency
- 5) EPF number of the agency
- 6) ESI number of the agency
- 7) Valid Bank Solvency Certificate not older than six months.
- 8) Concessionaire shall have experience in the relevant field (Experience certificate).
- 9) The proposed Machinery (with output specifications, Manpower, detailed methodology for implementation of the work.
- 10) Bank account detail.
- 11) Office address
- 12) Email with contact number.

CRITERIA FOR FINANCIAL CAPACITY

- 1) The turnover of the Concessionaire should have been minimum of Rs. 5 Crores (Rupees. Five Crores only) every year for the last three consecutive financial years (i.e. FY 2019-20, FY 2020-21 and FY 2021-22). if audited financial statements are not available, a certificate from Chartered Accountant confirming the turnover shall be provided.

In case of a Consortium, any one of the members of the Consortium or Joint Partnership as applicable should satisfy this condition.

ADDITIONAL REQUIREMENTS FOR BIDS SUBMITTED BY A CONSORTIUM

- 1) Wherever required, the Bid shall contain the information required of each of the members of the Consortium.
- 2) The members of the Consortium shall furnish Power of Attorney duly signed by authorized representative(s) of the members.
- 3) The Bid shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the Consortium
- 4) The Consortium shall submit a MoU as part of its Bid. The MoU shall, include the following:
 - a) Clearly, set out the roles and responsibilities of each Member of the Consortium for implementing the Project.
 - b) Include a statement to the effect that the members of the Consortium shall be liable jointly and severally for the implementation of the Project in accordance with the terms of the Contract Agreement.
 - c) In naming the Lead Member and the Operator of the Consortium, to include their successors and permitted assigns.

A copy of the MoU should be submitted as part of the Bid. The MoU entered into between the Members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Bid would be liable to be considered non-responsive.

ADDITIONAL REQUIREMENTS FOR BIDS SUBMITTED BY A JOINT PARTNERSHIP

- a) The Lead Partner shall be a Business Entity.
- b) The general terms and conditions governing the responsibilities amongst the partners shall be described in the Agreement constituting the Joint Partnership (hereinafter referred to as Memorandum of Understanding).
- c) The maximum number of participants in the Joint Partnership shall not exceed two including the Lead Partner.

6) SITE VISIT

- i. The quantum of garbage is calculated through contour survey. Concessionaires are suggested to carry out the detail survey of the dumpsite at his own before bidding. The claim to change the quantity of the garbage will not be entertained after allotment of work.
- ii. The existing garbage at dump site may consist of C&D waste, RDF, Plastic Waste, Bio medical waste, soil, Compost and Moisture or any other material. The Concessionaires are advised to carry out the detailed analysis of the garbage before quoting the rates. The Concessionaires are also advised to consider the credits of each material recovered from the dump site into the quoted rates. The claims of any excess material will not be entertained thereafter.
- iii. The waste is stacking at the dumpsite since long time and many monsoon seasons have passed through the years. The waste may be incorporated with lot of moisture contents which may enhance the quantity of garbage. But after making windrows the moisture (Leachate) can be dried of through solar exposure (Evaporation). So the quantity of the waste may be reduced and

the Concessionaires are advised to consider the credits of evaporation of moisture contents in the garbage at the time of bidding.

7) NUMBER OF BIDS

Each Concessionaire shall submit a maximum of one (1) Bid for the Project, in response to this RFP document. Any Concessionaire who submits more than one Bid for the Project will be disqualified. The Concessionaire shall also be responsible and shall pay for all of the costs associated with the preparation of its Bid and its participation in the Bidding process.

8) VALIDITY OF BID

The Bid shall remain valid for a period not less than 120 days from the date of opening of Technical Bid (hereinafter referred to as "Bid Validity Period"). Municipal Corporation, Bathinda reserves the right to reject any Bid which does not meet this requirement. In exceptional circumstances, prior to expiry of the original Bid Validity Period, Municipal Corporation, Bathinda may request Concessionaires to extend the Bid Validity Period for a specified additional period. Concessionaires not extending the Bid Validity Period when so requested would automatically be disqualified.

CLARIFICATION OF BID DOCUMENTS

A prospective Concessionaire requiring any clarification of the bid documents may submit their queries to Commissioner, Municipal Corporation, Bathinda through hard copy or by email to **cmcbathinda@gmail.com**. Municipal Corporation, Bathinda will respond to any request for clarification as per the calendar of the event prior to the deadline for submission of Bids. Municipal Corporation, Bathinda's response will be discussed in the pre-bid meeting.

9) PRE-BID MEETING:

- ~~1) The Concessionaires are requested to send the queries, if any to the Commissioner, MC BATHINDA on or before **pre-bid meeting through email i.e 13.09.2022 by 17.00 Hrs.**~~
- ~~2) The pre bid meeting will be held on **14.09.2022 at 11:00 AM at the office of S.E, Municipal Corporation, Bathinda.**~~
- ~~3) Any modification in the bid documents, which may become necessary as a result of the pre-bid queries or at sole discretion of Municipal Corporation, Bathinda shall be made exclusively through the issue of an Addendum to be published on the Municipal Corporation, Bathinda website and on Portal <https://eproc.punjab.gov.in> only.~~
- ~~4) Interested Concessionaires may inform / discuss with the Municipal Corporation, Bathinda about methodology at the time of Pre-bid meeting regarding any moderation (increase or decrease) of the machinery required for the project. The decision of Municipal Corporation, Bathinda would be final to accept or reject the proposal of the Concessionaires.~~

10) AMENDMENT OF BID DOCUMENTS

- 1) Before the deadline for submission of Bids Municipal Corporation, Bathinda may modify the bid documents by issuing addendum/corrigendum.
- 2) Any addendum/corrigendum thus issued shall be part of the bid documents and shall be

communicated through <https://eproc.punjab.gov.in> website.

- 3) To give prospective Concessionaires reasonable time in which to take an addendum or corrigendum into account in preparing their Bids, the Municipal Corporation, Bathinda may extend the deadline for submission of Bids.

11) PREPARATION OF BID DOCUMENTS:

Documents comprising the Bid:

- 1) The Bid comprises of two parts viz. Technical Bid and Financial Bid and shall contain the documents as follows:
- 2) Technical Bid: Concessionaires are advised to upload the bids online. No need to submit the hard copies of the documents.
- 3) Technical Bid: The scanned certified copies of the following documents are required to be upload online;
 - a. Covering letter in the format set out in Annexure I.
 - b. Details of the Concessionaire in the format set out in Annexure II.
 - c. Anti-collusion certificate in the format set out in Annexure III.
 - d. Proof of Eligibility in the format set out in Annexure IV .
 - e. Technical Proposal (implementation plan) as provided in Annexure V.
 - f. Work completion certificate in Annexure VI.
 - g. Format for power of attorney (from designated lead members of consortium) - Annexure - VII
 - h. Self-declaration (on the letterhead of the Concessionaire from lead members in case of consortium) - Annexure VIII.
 - i. Survey report for the quantification of garbage carried out by the concessionaire and detailed analysis of garbage showing various components such as moisture, RDF/recyclables, inerts and rejects (average by weight) and remediated soil as per Annexure – XIII.
 - j. EMD – screen shot/ transaction number of EMD submitted on line.
 - k. Copy of PAN card
 - l. Copy of GST
 - m. Copy of EPF
 - n. Copy of ESI
 - o. Solvency Certificate

NOTE:

- a) If the tenderer(s) withdraw tender offer during the tender validity period, his entire E.M.D shall be forfeited.
- b) If it is found that the tenderer has not submitted according the parameters fixed, then the shortfalls will be not be communicated to the tenderer and the tender will rejected summarily.

FINANCIAL PROPOSAL:

The rates shall be filled in online tender. (There is no separate provision to quote rates in physical form) as set out in Annexure IX.

- 1) The contract shall be for the whole works as described in Scope of work.
- 2) The Financial Bid should include all duties, taxes, and other levies if any payable by the Successful Concessionaire under the contract, or for any other cause.
- 3) And any other materials required to be completed and submitted by the Concessionaires is in accordance with these instructions.
- 4) The Concessionaires would bid for all the modules of the bid document if any Concessionaire leaves any module without quoting the rates, the Municipal Corporation, Bathinda may reject the bid document.

PROPOSAL VALIDITY:

- 1) The Proposal shall remain valid for a period not less than 120 days from the bid Due Date (Proposal Validity Period). Municipal Corporation, Bathinda reserves the right to reject any Bid, which does not meet this requirement.
- 2) In exceptional circumstances, prior to expiry of the original time limit, Municipal Corporation, Bathinda may request that the Concessionaire may extend the period of validity for a specified additional period. The request and the Concessionaire's responses shall be made in writing. A Concessionaire may refuse the request without forfeiting his earnest money deposit. A Concessionaire agreeing to the request will not be required or permitted to modify his Bids, but will be required to extend the validity of his earnest money deposit for a period of the extension.

12) EARNEST MONEY DEPOSIT (EMD)

- 1) **The Concessionaire shall pay an Earnest Money Deposit (EMD) amount of Rs. 11,35,000/- (Rupees Eleven lacs Thirty Five thousand only)** for bidding for this project.
- 2) Bid (s) must be accompanied by EMD of the amount specified above which shall be paid online through Net-banking at portal **eproc.punjab.gov.in**.
- 3) Any Bid not accompanied by an acceptable earnest money deposit and not secured as indicated shall be rejected by the Municipal Corporation, Bathinda as non-responsive.
- 4) The EMD of unsuccessful Concessionaires will be returned without any interest as promptly as possible on acceptance of the Bid of the selected Concessionaire or when the bidding process is cancelled by Municipal Corporation, Bathinda.
- 5) EMD of the successful Concessionaire will be discharged when the Concessionaire has signed the Agreement and furnished the required Performance Guarantee of 5 % of estimated cost in the form of a Bank Guarantee as the format in Annexure X.
- 6) The EMD may be forfeited:
 - a. If the Concessionaire withdraws the Bid after bid opening during the period of bid validity;

- b. If the Concessionaire does not accept the correction of the bid Price, pursuant to Clause correction of error.
- c. In the case of a successful Concessionaire, if the Concessionaire fails within the specified time limit to
 - i) Sign the Agreement ;or
 - ii) Furnish the required Performance Guarantee.

13) MODIFICATIONS AND WITHDRAWAL OF BIDS

Concessionaires may modify or withdraw their bids online. The web site also has user manuals with detailed guidelines on online withdraw and online resubmission before the due date. The user manuals can be downloaded for ready reference from <https://eproc.punjab.gov.in>.

14) BID OPENING AND EVALUATION

Municipal Corporation, Bathinda shall open the Technical Bids of those Bids that are found to be responsive as provided and undertake evaluation of the Technical Proposals to determine the qualified Concessionaires according to Annexure IV

15) PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Concessionaires or any other persons not officially concerned with such process until the award to the successful Concessionaire has been announced. Any effort by a Concessionaire to influence the Municipal Corporation, Bathinda 's processing of Bids or award decisions may result in the rejection of his Bid.

16) CLARIFICATIONS

- ~~1) A pre bid meeting will be held on 14.09.2022 at 11:00 AM for clarifications in the office of S.E, Municipal Corporation, Bathinda. The Concessionaires are requested to send the queries, if any to the Commissioner, MC BATHINDA on or before pre bid meeting through email i.e 13.09.2022 by 17.00 Hrs. The reply to the queries shall be given on bidding portal only. No individual reply shall be given.~~
- 2) MC BATHINDA would open the Technical Bid on 26.10.2022 for the purpose of evaluation. Municipal Corporation, Bathinda will open the Technical Bids of all the Concessionaires received in the presence of the Concessionaires or their representatives who choose to attend on the date and place specified in the Schedule of Bidding process. The date of opening of Financial Proposal/bid of the technically qualified Concessionaires will be intimated later on.
- 3) Municipal Corporation, Bathinda reserves the right to reject any Bid which does not contain the information/documents as set out in this bid document.
- 4) To facilitate evaluation of Bids, Municipal Corporation, Bathinda may at its sole discretion seek clarifications in writing from any Concessionaire.

17) EVALUATION

- 1) The criteria for eligibility, qualification and evaluation of Concessionaires are set out in Annexure IV.
- 2) The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP Document in order to identify the Concessionaire for the Project.
- 3) The evaluation of the bids would be based on the first two modules of the financial sheet as per Annexure - IX. The rates of the third module should be optional (but mandatory to fill) and can be decided to execute later on.
- 4) As part of the evaluation, the Bids shall be checked for responsiveness with the requirements of the bid document and only those Bids which are found to be responsive would be further evaluated in accordance with the criteria set out in this bid document and as per provision of Annexure IV.
- 5) The Bid would be considered to be responsive if it meets the following conditions:
 - a) The Technical Bid will be evaluated as per Annexure IV.
 - b) It contains all the information and document as requested in the bid document.
 - c) It contains information in formats specified in this bid document.
 - d) It mentions the validity period as set out in Clause 5.
 - e) It provides information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by Municipal Corporation, Bathinda without communication with the Concessionaire). Municipal Corporation, Bathinda reserves the right to determine whether the information has been provided in reasonable detail.
 - f) There are no inconsistencies between the Bid and the supporting documents.
 - g) A Bid that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
 - i) which affects in any substantial way, the scope, quality, or performance of the Service contract, or
 - ii) which limits in any substantial way, inconsistent with the bid Document, Municipal Corporation, Bathinda’s rights or the Concessionaire’s obligations under the Agreement, or
 - iii) Which would affect unfairly the competitive position of other Concessionaires presenting substantially responsive proposals.
- 6) The implementation Plan of the responsive and qualified Concessionaires shall be checked for adequacy of methodology and operations. Municipal Corporation, Bathinda may seek clarifications in writing from any Concessionaire regarding its Implementation Plan. Municipal Corporation, Bathinda shall open the financial offers of only those Concessionaires for evaluation whose Technical bid is found to be adequate in addition to the Concessionaire’s technical eligibility by scoring 70% Marks out of 100 as mentioned in **Annexure IV.**

- 7) The Financial Offers of only the Concessionaires who meet the qualification criteria set out in Annexure IV and whose Technical Proposal along with the implementation plan is found to be adequate would be opened.
- 8) **Evaluation of Financial Bid:** The Concessionaire making the realistic lowest Financial Offer as assessed by the Evaluation Committee constituted by Municipal Corporation, Bathinda would be declared as the Preferred Concessionaire.
- 9) In case there are two or more Concessionaires quoting the same Financial Offer (quoting rate for disposal of waste), Municipal Corporation, Bathinda may in such case select the Preferred Concessionaire on the basis of score of the Technical bid.
- 10) Notwithstanding anything contained in this bid document, Municipal Corporation, Bathinda reserves the right to accept or reject any Bid or to annul the bidding process or reject all Bids at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.
- 11) A bid containing rates which are unrealistically low or high and which cannot be substantiated by the Concessionaire shall be rejected by the Bid Evaluation Committee constituted by Municipal Corporation, Bathinda as non-responsive.
- 12) Municipal Corporation, Bathinda reserves the right to reject any Bid, if:
 - a. at any time, a material misrepresentation is made or discovered; or
 - b. The Concessionaire does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.
 - c. The SUCCESSFUL CONCESSIONAIRE working earlier has any Audit objections.

18) CORRECTION OF ERRORS

- 1) Bids determined to be substantially responsive will be checked by the Municipal Corporation, Bathinda for any arithmetic errors, if there is a discrepancy between the rates in figures and in words; the lower of the two will govern.
- 2) In the event of acceptance of the Preferred Concessionaire with or without negotiations, Municipal Corporation, Bathinda shall declare the Preferred Concessionaire as the Successful Concessionaire. Municipal Corporation, Bathinda will notify the Successful Concessionaire through a Letter of Award (LoA) that its Bid has been accepted.
- 3) The Successful Concessionaire shall execute the Agreement immediately after satisfying the above requirement.
- 4) Notwithstanding anything contained in this bid document, Municipal Corporation, Bathinda reserves the right to accept or reject any Bid, or to annul the bidding process or reject all Bids, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

19) HEALTH & SAFETY EQUIPMENTS

- a) The SUCCESSFUL CONCESSIONAIRE shall make an arrangement to clean all the tools, equipments and vehicles once to avoid communicable diseases to workers.
- b) Shall make arrangement for health checkup of all workers once in three months or as required.

- c) The safety equipments from any type of health hazardous should be arranged by the Concessionaire.
- d) The Concessionaire shall be responsible to provide the insurance cover to all the employee/worker on the dump site.

20) SPECIAL CONDITION OF CONTRACT

Workers

- 1) It is unfortunate that conditions of persons engaged in the waste picking work are sub-optimal. Many of them are looked down upon, and the waste they handle impacts their health. Since they are typically poorly educated or uneducated, they are unable to apply for many kinds of social security that is available for them. Combined with the fact that many are either Dalit or from lower castes, they are also historically marginalized and poor. It is time to learn to include the waste-pickers and kabaris in our Solid Waste Mission such that they can have dignified, decent and green livelihoods via the Swachh Bharat Mission Framework. **So the preference would be given by the Concessionaire to all persons already engaged in the systems to improve their livelihood. It will enable the BATHINDA to be compliant with the Solid Waste Management Rules 2016.**
- 2) The SUCCESSFUL CONCESSIONAIRE shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all workers and Supervisors, and for their payment.
- 3) The SUCCESSFUL CONCESSIONAIRE shall, if required by the Municipal Corporation, Bathinda, deliver to the Municipal Corporation, Bathinda a return in detail, in such form and at such intervals as the Municipal Corporation, Bathinda may prescribe, showing the numbers of the several classes of workers, with their details from time to time employed by the successful Concessionaire for the said work and such other information as the Municipal Corporation, Bathinda may require.
 - a. The execution of projects of legacy waste bio-remediation/ bio-mining all the workers involved should be covered under ESIC and proper safety equipment and kits should be provided
 - b. Such projects can be a part of regulatory compliances of environmental protection under PWM Rules, 2016.
 - c. The successful Concessionaire shall ensure insurances of workers working at the Bio-remediation/ Bio-mining dumpsite for any hazards due to fire, radiation or explosion.
 - d. Small scale/ laboratory testing for monitoring a Bio-remediation / Bio-mining project will be borne by the Successful concessionaire in addition to Operational expenditure to achieve objectives of Bio-remediation / Bio-mining project.
 - e. Proper slope stabilization should be maintained during bio-mining.

COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the SUCCESSFUL CONCESSIONAIRE shall abide at all times by all existing labour enactments and rules made hereunder, regulations, notifications and bye laws of the State or Central Government or local Municipal Corporation, Bathinda and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local Municipal Corporation, Bathinda.

The Employees of the SUCCESSFUL CONCESSIONAIRE in no case shall be treated as the employees of the Municipal Corporation, Bathinda at any point of time.

COMPLIANCE WITH SOLID WASTE MANAGEMENT RULES, 2016

The SUCCESSFUL CONCESSIONAIRE shall take all reasonable steps to comply the Solid Waste Management Rules, 2016 during the execution of the contract.

PROTECTION OF ENVIRONMENT:

- 1) The SUCCESSFUL CONCESSIONAIRE shall take all reasonable steps to protect the environment on and off the field and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the SUCCESSFUL CONCESSIONAIRE shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local Municipal Corporation, Bathinda.
- 2) The SUCCESSFUL CONCESSIONAIRE will keep close liaison with Municipal Corporation, Bathinda, Pollution Control Board and Police of the City for proper functioning of the legacy waste in a hygienic manner.

21) AGREEMENT PERIOD:

- 1) Working period would be 8.87 months (231.27 days). Two Month period for procurement and mobilization of machinery and one-month period for monsoon session should be added in addition to 8.87 months. The total agreement period would be 11.87 months (Say 12 months) from the appointed date i.e. date of signing of agreement.
- 2) The Successful Concessionaire shall also furnish Performance Security by way of an irrevocable Bank Guarantee, issued by a nationalized bank or a Scheduled Bank located in Bathinda City in favour of Commissioner, Municipal Corporation, Bathinda as required under the Agreement for an amount of 5% of the estimated cost and valid for the entire contract period of 12 months and 3 months thereafter.
- 3) The Concessionaire would then have to enter into a Contract Agreement as per Annexure-XII with Municipal Corporation, Bathinda and discharge all obligations after

deposit of the performance security as set out in the Contract Agreement to be executed between the Concessionaire and Municipal Corporation, Bathinda. The agreement should be executed within seven days after the LOI.

22) COMMITTEE FOR ASSESSING THE QUALITY OF WORK.

The work done by Concessionaire shall be evaluated by Committee constituted by the Commissioner to assess the quality of work.

23) INSPECTION

MCB may inspect the trommel and other machinery through its authorized representative at the workshops at any stage before dispatch.

The Concessionaire is responsible to intimate Municipal Corporation Bathinda in advance and arrange inspection as above.

24) TIME SCHEDULE

The SUCCESSFUL CONCESSIONAIRE shall adhere to the time schedule set out in the table below or as decided by the BATHINDA for implementation of the SWM.

Sr no	Activity	Time Schedule
1	First shift	6.00 AM to 2.00 PM
2	Second shift	2.00 PM to 10.00 PM

25) TIME FRAME

Milestones/Activities to be performed/ completed	Time and Dates
Mobilization of the manpower and machinery, taking over of dumpsite land from BATHINDA, excavation of waste, stabilization of waste, obtaining statutory environmental clearance/ permission, erection of facility	Two (2) month from the date of agreement
To clear/dispose-off 20% of Waste from the dumpsite	Four (4) months from the Date of Agreement.
To clear/dispose-off 40% of Waste from the dumpsite	Six (6) months from the Date of Agreement.
To clear/dispose-off 60% of Waste from the dumpsite	Eight (8) months from the Date of Agreement.
To clear/dispose-off 80% of Waste from the dumpsite	Ten (10) months from the Date of Agreement.

To clear/dispose-off 100% of Waste from the dumpsite and clear the whole dumpsite.	Twelve (12) months from the Date of Agreement.
<p>Note :- Two month period for the mobilization and one month period for the monsoon session is added for the clearance of dumpsite so total period to clear the dumpsite may be calculated as 11.87 months (Say 12 months) from the date of LOI.</p> <p>If any of the intermittent milestones is not achieved during execution as per above, the penalty @ 20% of legacy waste which remain deficient for processing as per milestone x Rate quoted the agency per cum will be imposed on the concessionaire. The penalty so recovered shall be released in case cumulative progress is achieved in any of the subsequent milestone.</p>	

26) PAYMENT TERMS

Payment terms shall be as follows:

S. No.	Activity	% of Payment	Documents Required / Remarks
1	First payment of 80% of the CAPEX will be released after the supply and installation of machinery at site as per the Specification Provided in the Technical Annexure-X .	80%	Material delivery report along with RC and Insurance
2	Payment of 2.5% of the CAPEX shall be made monthly till completion period along with monthly operational payment bills which will be released after the certification of removal of segregated garbage (volume) as per time schedule mentioned above and as per Scope of work.	2.5 %	Certification from Health Branch/ Committee constituted by Commissioner, Municipal Corporation, for the %age of removal of garbage as per time schedule table and contour survey report is mandatory. Concessionaire has to carry out contour survey every month for monitoring volumetric reduction of existing dump and contour survey reports shall be submitted along with monthly bill clearly showing monthly volumetric reduction of existing dump and concessionaire is responsible to clear the RDF before submission of bills. The agency for the survey will be appointed by MCB.
3	Final payment of CAPEX and O&M will be released after the certification of removal of full garbage on the completion of 12 months.	Full	Certification from Joint Commissioner/ Additional Commissioner or a Committee constituted by the Commissioner Municipal Corporation is mandatory as the work has been completed.

- a. Amount payable to the Concessionaire by MC BATHINDA shall be inclusive of all duties, taxes and other levies etc. applicable as on bidding date including GST (if applicable). No additional payment shall be furnished on account of duties, taxes and

other levies etc. shall be payable to the concessionaire. If any new tax applicable on monthly billing is imposed by Govt. of India/ Punjab Govt. during contract period, same shall be applicable and reimbursed by the Municipal Corporation, Bathinda to Concessionaire after submission of evidence.

- b. Municipal Corporation, Bathinda shall start the process for release the periodical payments to the agency within 2 (two) weeks from the date of receipt of invoice.
- c. If MC BATHINDA is not satisfied with the work of agency for continuous period of 3 months, MC BATHINDA shall have the right to terminate the contract by giving 1 month notice to agency and BATHINDA will take over the entire infrastructure.
- d. Conclusions about the solution needed to meet the requirements. Concessionaires and recipients of this RFP may wish to consult his own legal advisors and Municipal Corporation, Bathinda officials in relation to this RFP.
- e. The operational periodic payments would be made on the entire satisfaction of the Health Branch (MOH)

27) PERFORMANCE REVIEW

The work will be reviewed every month or as and when desired by commissioner, Municipal Corporation, Bathinda .

28) EXTENSION OF TIME

If at any time during performance of the Contract, the Concessionaire should encounter conditions impeding timely delivery of the Goods (machinery) or completion of Related Services, the Concessionaire shall promptly notify Municipal Corporation, Bathinda in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Concessionaire's notice, Municipal Corporation, Bathinda shall evaluate the situation and may at its discretion extend the Concessionaire's time for performance, in which case the extension shall be ratified by the parties by amendment.

29) SPECIAL CONDITIONS

- a) if Concessionaire is not a manufacturer / Concessionaire is importer of any item of List of Goods and Related Services, then Concessionaire has to submit the following documents for release of payment. Supplier's Invoice giving full details of the goods including quantity,
 - Packing lists
 - Certificate of country of origin;
 - Manufacturer's guarantee and Inspection certificate; Manufacturer back up guarantee certificate.
 - Inspection certificate issued by the Purchaser's Inspector;
 - Insurance Certificate;
 - Name of the Vessel/Carrier
 - Bill of Landing/Airway Bill;
 - Port of Loading;

- Date of Shipment
- Port of Discharge & Date of arrival of goods.

No payment will be made if above documents are not submitted during the payment schedule

- b) If Concessionaire is a manufacturer in India representing other foreign company for List of Goods and Related Services, then Concessionaire has to submit the valid Manufacturer License confirming all standards and certifications along with the technical proposal during tender process. If Concessionaire fails to submit the License, particular proposal will be considered as nonresponsive.

30) CHANGES IN SCOPE OF TENDER

Municipal Corporation, Bathinda shall have the right to instruct and issue an order from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Project (hereinafter called “Change”), provided that such Change falls within the general scope of the Project and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Project and the technical compatibility of the Change envisaged with the Project as specified in the Contract.

The Successful Tenderer may from time to time during its performance of the Contract propose to Municipal Corporation, Bathinda any change that the Successful Tenderer considers necessary or desirable to improve the quality, efficiency or safety for the Bio- Remediation of the dumpsite.

Changes in the Contract shall not be made without the prior written approval of Municipal Corporation, Bathinda. In case upon the issuance of the order for any change Municipal Corporation, Bathinda in its sole discretion finds it necessary for a change in Construction Completion Date or an increase in the contract price it shall issue written instructions in this regard.

31) OBLIGATIONS OF THE CONCESSIONAIRE

1. The Concessionaire shall be responsible to clear all Existing Dump by using technology of Bio Remediation/Bio Mining within 12 months
2. Assessment of Waste quantification through total station survey.
3. The Concessionaire Shall Supply and Install Two Full Set of Trommel, Bailing Machine, Backhoe loader, Crawler Hydraulic excavator, tippers, Dust cleaner (phatka), cabin for the security guard etc. as per the Specification Provided in the Technical Annexure - X.
4. Environment clearance from the monitoring agencies such as Pollution Control Board or NGT.
5. Submission of detailed roll out plan along-with the existing quantity of legacy waste at the dumpsite with the planning mechanism.
6. Submission of pert chart with all the activities.
7. Installation of machinery with the approved drawings according to the manufacturer
8. Deployment of manpower.
9. Insurance of man and machinery at the cost of concessionaire.

10. Strictly adhere the guidelines of Pollution Control Board/NGT and activities according to the Solid Waste Rules, 2016.
11. Submission of detailed data in the units of metric/ton at the end of every month which would be segregated/cleared from the dumpsite.
12. Maintenance of record on the daily basis for the clearance of legacy waste at the dumpsite.
13. Clearance of dumpsite within the stipulated time period from all means.
14. The Concessionaire would be required to carry out any development, production and operations works related to Project.
15. The Concessionaire will also be responsible for disposal of all aggregates generated from the process in compliance with SWM Rules, 2016 and in consultation with the ULB.
16. Concessionaire has to carry out contour survey every month for monitoring volumetric reduction of existing dump and contour survey reports shall be submitted along with every monthly bill clearly showing monthly volumetric reduction of existing dump.
17. The Concessionaire shall be responsible for minor and major maintenance of the machinery at his owncost.
18. The Concessionaire shall be responsible to install the Trommel machines or any other machinery as required in the Tender document. Any kind of civil work should be carried out by the Concessionaire as per the design specified by the manufacturer of the machinery. The payment would be made according to CSR Punjab as per the actual work executed at site. No extra cost or expenses to the Concessionaire for any extra civil works would be provided.
19. The Concessionaire shall be responsible for the safety of the machinery from the weathering agencies such as sun and rain.
20. After the completion of the project the machinery as provided by the Municipal Corporation, Bathinda on the CAPEX mode should be handed back in the working condition. A technical committee will check the machinery and if any major repair required in the machinery the Concessionaire shall be responsible to repair the same at his owncost. The final payment would be made on the production of completion certificate.
21. Municipal Corporation, Bathinda shall responsible to provide the electricity free of cost for Trommel machines only. The Concessionaire will responsible to arrange electricity connection for any other purposes such as office use or else.
22. The safety equipment for the workmen from any type of health hazardous should be arranged by the Concessionaire at his owncost.
23. The Concessionaire shall responsible to provide the insurance cover to all the employee/worker on the dump site.
24. The Concessionaire shall be responsible to provide transportation facility to reach at the dump site in the each shift to the worker/employee at his owncost.
25. The Concessionaire will be responsible to design cover system as per SWM Rules, 2016.
26. The Successful Concessionaire shall be responsible to treat daily waste in two Shift as per specified in the tender document.
27. The Successful Concessionaire shall adhere to the construction requirements/ specifications without compromising the quality of work and complete the project on or before the Scheduled Project Completion Date, as specified in this document.

28. The Successful Concessionaire shall, at all times, ensure that all aspects of the Project and processes employed in the construction, thereof shall conform with the laws pertaining to environment, health and safety aspects and policies and guidelines related thereto.
29. After the completion of the work the land of dump site should be free from all type of garbage except remediated soil if any.
30. The Concessionaire shall be responsible to make adequate arrangement for the disposal of leachate.
31. The Concessionaire would be responsible to remove RDF and plastic waste after segregation. The dumpsite should be free from RDF and plastic waste at the end of the project.
32. The C&D waste, inerts, remediated soil should be stacked in such a manner that it can be identified easily and removed.
33. The Concessionaire shall be responsible to remove the legacy waste from the dump site immediately after the award of the project to provide the adequate space for the fresh waste so that new and legacy waste do not get mixed with each other. The temporary demarcation can be provided to avoid over lapping of waste.
34. At the end of the project the successful Concessionaire will leave the site along with all his equipments except those provided by BATHINDA on CAPEX mode. The SB shall responsible to handover all the equipment in the working condition to the BATHINDA. The SB shall also be responsible to handover the clean area and capped area of inerts without claiming any compensation of whatever nature. Comply with Applicable Laws at all times during the period of this Agreement.
35. Ensure that all aspects of the Service contract shall conform to the laws pertaining to environment, health and safety aspects including Solid Waste Management Rules 2016, policies and guidelines related thereto;
36. Procure all the Applicable Permits at its own cost and expenses and be in compliance thereof at all times during the period of this Agreement.
37. Concessionaire shall responsible to arrange electricity connection for all purposes such as running of Plant Machinery and office use or else.
38. Concessionaire shall be responsible to dispose/remove the C&D waste, inerts, remediated soil from the worksite after segregation.

32) OBLIGATIONS OF THE MUNICIPAL CORPORATION, BATHINDA

1. Responsible for payment of 80% to the concessionaire on the Procurement of machinery such as trommel, shredder, JCB, tipper etc.
2. Liaisoning with the concessionaire for Environment clearance from the monitoring agencies such as Pollution Control Board or NGT.
3. Approval of detailed roll out plan submitted by the concessionaire along-with the existing quantity of legacy waste at the dumpsite with the planning mechanism.
4. Approval of pert chart submitted by the concessionaire with all the activities.
5. Approval of drawings for the Installation of machinery according to the manufacturer

6. Checking of record maintained by the concessionaire on the daily basis for the clearance of legacy waste at the dumpsite.
7. Municipal Corporation, Bathinda shall be responsible to provide the space for the disposal of all inert or remediated soil wherever required.
8. The cost of registration of vehicles including road tax, insurance would be borne by MC BATHINDA.
9. MC BATHINDA shall be responsible for the timely periodical payments to the concessionaire.

33) TERMINATION OF CONTRACT

TERMINATION FOR AGENCY'S DEFAULT

MC BATHINDA, without prejudice to any other rights or remedies it may possess, may terminate the Contract in the following circumstances by giving a 30 days notice of termination, its reasons and the date of termination thereof to the agency:

- a. If the agency becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the agency takes or suffers any other analogous action in consequence of debt.
- b. If the agency assigns or transfers the Contract or any right or interest therein without prior consent from the MC BATHINDA.
- c. If MC BATHINDA determines that the agency has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract.
- d. If the agency
 - i. has abandoned or repudiated the Contract
 - ii. has without valid reason failed to commence work or has suspended the progress of Contract performance for more than seventeen (17) days without providing any justification, after receiving a written instruction from MC BATHINDA to proceed
 - iii. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
 - iv. refuses or is unable to provide sufficient materials, services or labour to execute, complete, and operate and maintain the work of Remediation/mining.
 - v. fails to obtain all necessary statutory licenses, clearances or permits within a reasonable time or such licenses, permits or clearances are revoked.
 - vi. fails to provide the performance security and insurance coverage within the time stated in the Contract.
 - vii. The penalty / termination clause:

In case of a Concessionaire Event of Default or non - performance of its obligations, the Concessionaire shall pay to the MC BATHINDA penalty amounts as set as below:

Sr no	Default	Penalty
1	Work stopped continuously for three days without any valid reason	Allowed only three times in the total contract period without any penalty
2	Work stopped after three days upto seven days total 10 days	Penalty of Rs. 5000/- per day will be imposed upto 7 days
3	Work stopped after 10 days upto 7 days total 17 days	Penalty of Rs. 7500/- per day will be imposed upto 7 days
4	Work stopped continuously more than 17 days	The contract shall be terminated along with the forfeiture of the performance bank guarantee

- viii. If agency fails to execute the work within the stipulated time period fixed in RFP the penalty of Rs. 5000/- per day or the amount equivalent to the penalty imposed by NGT will be imposed for the excess period as decided by the Commissioner, Municipal Corporation, Bathinda. But due to unavoidable circumstances the MC BATHINDA may enhance the contract period on the written request of the Concessionaire. MC BATHINDA may demand the proper justification from the Concessionaire with the day to day activities / circumstances for the delay.
- e. For the purposes of this Sub-Clause:
- i. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - iv. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "Obstructive practice" is
 - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or;
 - acts intended to materially impede the exercise of the Bank's inspection and audit rights.

TERMINATION FOR MC BATHINDA'S DEFAULT

Concessionaire may terminate the contract in the following circumstances by giving a 30 days' notice of termination and its reasons thereof to MC BATHINDA:

- a. If in case MC BATHINDA has failed to pay the agency any sum due according to the payment terms without any valid reason after repeated request by the agency.
- b. If General House of MC BATHINDA resolve to close the project at its will, without any default of agency due to any administrative reason or any other political reason.

Upon termination, MC BATHINDA shall pay to the agency the sum payable to the agency as per the Payment Terms mentioned in RFP as quoted by Concessionaire in Financial Proposal for work satisfactorily completed upto the date of termination.

TERMINATION PAYMENTS

Upon Termination of this Agreement on account of Concessionaire Event of Default, the Concessionaire would not be entitled to any compensation from MC BATHINDA and the Performance Security shall be forfeited.

Upon Termination of this Agreement on account of Concessionaire Event of Default, the Concessionaire would hand over the whole machinery in the working conditions to the MC BATHINDA. If fails to do so the performance security shall be forfeited and the Criminal proceeding should be initiated against the Concessionaire as per IPC.

Upon Termination of this Agreement on account of MC BATHINDA Event of Default, the Concessionaire would be entitled to the payments due from the MC BATHINDA and the Performance Security shall be released.

34) AMICABLE RESOLUTION

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, shall in the first instance be attempted to be resolved amicably by meetings between the Parties

35) FORCE MAJEURE

Force Majeure Event:

Any of the following events resulting Material Adverse Effect shall constitute Force Majeure Event:

- a. earthquake, flood, inundation, landslide,
- b. fire caused by reasons not attributable to the Concessionaire or any of the employees of the Concessionaire for purposes of the Service contract; acts of terrorism, war, invasion, rebellion, riots, military action or civil war; lockdown/curfew.

If the Parties are rendered unable to perform any of their obligations under this Agreement because of a Force Majeure Event, save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party arising out of occurrence or existence of any Force Majeure Event.

36) ARBITRATION

Any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a sole arbitrator. **The Secretary, Government of Punjab, Department of Local Government shall be the sole arbitrator.**

The place of arbitration shall ordinarily be Bathinda.

37) GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India and courts at Bathinda shall have jurisdiction relating to all matters arising from this Agreement.

38) DEFINITIONS AND INTERPRETATIONS

Definitions

Some of the important keywords are explained below:

"biodegradable waste" means any organic material that can be degraded by micro-organisms into simpler stable compounds;

"combustible waste" means non-biodegradable, non-recyclable, non-reusable, non-hazardous solid waste having minimum calorific value exceeding 1500 kcal/kg and excluding chlorinated materials like PVC plastic, woody waste etc.;

"composting" means a controlled process involving microbial decomposition of organic matter;

"Concessionaire" means agency that undertakes a contract to provide materials or labor to perform a service or do a job for a service-providing authority;

"disposal" means the final and safe disposal of post -processed residual solid waste and inert street sweepings and silt from surface drains on land as specified in Schedule I of SWM Rules, 2016 to prevent contamination of ground water, surface water, ambient air and attraction of animals or birds;

"dump site" means a land utilized by local body for open dumping to dispose of untreated solid waste without following the principles of sanitary land filling;

"inert" means wastes which are not bio-degradable, recyclable or combustible and include debris, construction and demolition wastes, street sweepings or dust and silt removed from the surface drains;

"leachate" means the dark smelly liquid that seeps through or is generated within solid waste and has extracts of dissolved or suspended material from it;

"materials recovery facility" (MRF, pronounced Merf) means a facility where non-compostable solid waste can be temporarily stored by the local body or any other entity mentioned in rule 2 or any person or agency authorized by any of them to facilitate segregation, sorting, recycling and/or recovery of recyclables from various components of waste by authorized informal sector of waste

pickers, informal recyclers or any other work force engaged by the local body or entity mentioned in rule 2 for the purpose before the waste is delivered or taken up for its processing or disposal;

"non-biodegradable waste" means any waste that cannot be degraded by microorganisms into simpler stable compounds;

"processing" means any scientific process by which segregated solid waste is handled for the purpose of reuse, recycling or transformation into new products;

"recycling" means the process of transforming segregated non-biodegradable, recyclable solid waste into new material or product or as raw material for producing new products which may or may not be similar to the original products;

"refuse derived fuel"(RDF) means fuel derived from the combustible waste fraction of solid waste like plastic, woody waste or organic waste, other than chlorinated materials, in the form of pellets or fluff produced by drying, shredding and compacting of solid waste;

"residual solid waste" means and includes the waste and rejects from solid waste processing facilities which are not suitable for recycling or further processing or use;

"sanitary land filling " means the final and safe disposal of residual solid waste and inert wastes on land in a facility designed with protective measures against pollution of ground water, surface water and fugitive air dust, wind-blown litter, bad odor, fire hazard, animal menace, bird menace, pests or rodents, greenhouse gas emissions, persistent organic pollutants, slope instability and erosion;

"segregation" means the unmixed and separate storage and management of various components of solid waste namely biodegradable wastes including garden or agriculture and dairy waste, **processing's** including recyclable waste, non- recyclable combustible waste, sanitary waste and non-recyclable inert waste, domestic hazardous wastes, and construction and demolition wastes;

"solid waste" means and includes solid or semi-solid domestic waste, sanitary waste, commercial waste, institutional waste, catering and market waste and other non-residential wastes, street sweepings, silt removed or collected from the surface drains, horticulture waste, agriculture and dairy waste, treated bio-medical waste excluding hospital or industrial waste, e-waste, battery waste, hazardous and radio-active waste generated in the area under the local authorities and other entities mentioned in rule 2;

"stabilizing" means the biological decomposition of biodegradable wastes to a stable state where it generates no leach ate or offensive odors/gases or fire and is fit for application to farm land, soil erosion control and soil remediation;

"transportation" means conveyance of solid waste, either treated, partly treated or untreated from a location to another location in an environmentally sound manner through specially designed and covered transport system so as to prevent foul odor, littering, leachate dripping and unsightly conditions;

"treatment" means the method, technique or process designed to modify physical, chemical or biological characteristics or composition of any waste so as to reduce its volume and potential to cause harm;

"waste picker" means a person or groups of persons informally engaged in collection and recovery of reusable and/or recyclable solid waste from the source of waste generation or from streets, bins, material recovery facilities, processing and waste disposal facilities for sale to recyclers directly or through intermediaries to earn their livelihood.

"Agreement" means this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

"Applicable Law" means all laws including Solid Waste Management Rules, 2016, Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labour (Regulation & Abolition) Act, 1970, Child Labour (Prohibition and Regulation) Act, 1986 in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Service contract/the Service Provider.

"Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Concessionaire under Applicable Law, in connection with the Service contract during the subsistence of this Agreement.

"Contract Period" shall mean a period of 16 months from the date of LOI

"Contract Value" shall mean the Service Fee payable by BATHINDA to the Concessionaire during the Agreement Period.

"Parties" means the parties to this Agreement and "Party" means either of them, as the context may admit or require.

"Service Fee" shall mean the fee payable by BATHINDA to the Concessionaire during the Agreement Period.

"Termination" means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement.

"Termination Date" means the date specified in the Termination Notice as the date on which Termination occurs.

"Termination Notice" means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

"Non-Performance" means if Concessionaire fails to provide the services continually for seventeen (17) days it will be treated as non-performance.

INTERPRETATION

In this Agreement, unless the context otherwise requires,

- 1) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re- enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- 2) references to Applicable Law shall include the laws, acts, ordinances, rules, regulations,

- notifications, guidelines or byelaws which have the force of law;
- 3) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
 - 4) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
 - 5) the words "include" and "including" are to be construed without limitation;
 - 6) any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
 - 7) the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
 - 8) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference.
 - 9) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
 - 10) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
 - 11) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

Other Terms and Conditions:

1. Total Station Survey is the basis of work done quantification. However, before, start joint measurement be undertaken by MCB and Contractor. Payable quantity would be workout by total station survey of the dump to evaluate processed waste.
2. The disposal of end products including soil, compost, inert material would be in contractor's scope for which nothing extra will be payable. Accordingly, full disposal upon remediation so as to clear the site, would be successful bidders responsibility.
3. Upon completion work, equipment and machinery would remain MCB Property.
4. The agency will submit comprehensive plan for disposal of the waste generated during the currency of remediation.
5. Every prospective bidder will quote the machinery it deems imperative to achieve the end result. Successful bidder will be fully responsible to deliver the end objective and will not be entitled to cite inapt machinery for non-performance.
6. Stage of achievement of completion of processing of legacy waste should be got certified from reputed NABL lab.

7. Manpower deployment should meet the criteria of basic essential qualification for the particular category.
8. After the completion of the remediation process, the MC Bathinda shall put this retrieved land to optimum use so as to attain financial benefit to ULB.
9. The standard Operating Procedure for execution of all types of development works/O&M works, Hiring of machinery etc. & procurement of goods in Local Government Department Punjab Part-1 notified vide notification no. 5/82/2018-2184/2Ig4 1892 dated 02.08.2018 and Punjab Transparency Procurement rules 2022 -should be followed in letter & spirit.
10. The agency should ensure to comply with rules and instructions issued from time to time by the Government/Technical Adviser to Chief Minister Punjab, PMIDC, PIDB, PWD, B&R, (MORTH, IS Code, IRC, CVC/CVO, Punjab Pollution Control Board, NGT, Solid Waste Management Policy, Construction & Demolition Waste, Labor Department, PSPCL Department, Sports Department, Social Security and Women & Child Development Department, Forestry and Horticulture Department, CSR Committee, Building by Lodge and Chief Engineer Office. Along with this Quality Assurance Protocol instructions issued by the local government vide notification nO.-2017/125/5.ILG4/2191 dated 26/09/2018 should be followed.
11. All quality control measures should be adopted during execution of work and relevant timely inspections be conducted to ensure the quality of the product.
12. Before taking delivery, the performance of machinery be ensured for supply of robust machinery. Adequate warranty cover for machinery be ensured for supply of robust Machinery.
13. Construction machinery and vehicle to comply with latest BS Norms
14. It should be ensured that Remediation operations are carried out strictly as per SWM Rules 2016.
15. Adequate mechanism should be set up beforehand to ensure efficient management in Remediation so that all the guidelines of SWM Rules, Public and Workers Safety & orders of Hon'ble NGT are strictly followed.
16. The agency will ensure that monthly wages to Labour should be done through Bank.
17. The payment of EPF/ESI should be done as per norms.
18. Initial Electricity connection charges and running electricity Cost will be borne by MCB.
19. Logbook should be maintained by Concessionaire on regular basis.

20. The periodic maintenance as provided by the concerned OEM of machinery should be regularly done and proper record be maintained by Concessionaire. The service of machines should only be carried out through authorized service centers of concerned OEM.
21. All the machinery should be purchased on the name of Municipal Corporation Bathinda and after the completion of the project the machinery as provided by the Municipal Corporation, Bathinda on the CAPEX mode should be handed back in the working condition. The Concessionaire shall be responsible to repair the same at his own cost. The final payment would be made on the production of completion certificate.

A. List of Minimum machinery* to be deployed compulsorily:

Sr. No.	Item Name	Qty.
1.	Crawler Hydraulic Excavator 200 and above	1
2.	Backhoe Loader (JCB/Tata/Escort Make 3DX Super WD HDT 6 IN 1 Loader Bucket Live Link)	2
3.	TIPPER 10 CUM BS VI	2
4.	Tractor 50-55 HP with Hydraulic Trolley 12'X6'X2.5' Heavy	2
5.	75mm Trommel (7.00 Mtrx2 Mtr. Dia)+25x6mm Trommel (8.00 Mtrx2 Mtr. Dia) Complete	2
6.	Bailing Machine Complete	1
7.	Dust Cleaner/Phatka Machine	2

* Machinery shall be strictly as per approved specifications.

These are minimum machines proposed by the Employer. The Agency will have to deploy adequate machines at his own expense, if required, to complete the work in time. The extra machines shall be the property of agency after the completion the work.

B. The agency shall make payment to workers in their Bank Accounts only. In case EPF/ insurance premium/ESI are not deposited by contractor every month, payment for work done during that month shall not be considered.

SECTION II: FORMS FOR BID SUBMISSION

Covering Letter

(On the Letter-head of the
Concessionaires)

Date:

To,
The Commissioner,
Municipal Corporation,
Bathinda

Sub: Bio-Remediation of Municipal Solid Waste Management

Ref: Your notification No. _____ dated _____

Sir/Madam,

Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Concessionaire”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the bid on behalf of (Name of Concessionaire) for the Service contract with the details as per the requirements of the bid, for your evaluation.

We confirm that our Proposal is valid for a period of 120 days from [insert Proposal Due Date].

Yours faithfully,

For and on behalf of (Name of Concessionaire)

Duly signed by the Authorized Signatory of the Concessionaire (Name, Title and Address of the Authorized Signatory)

Details of Concessionaire

(On the Letter Head of the Concessionaire)

1.

- a) Name of Concessionaire
- b) Address of the office(s)
- c) Date of incorporation and/or commencement of Business/activities.
- d) Date of Registration and year

2. Brief description of the Concessionaire's main lines of business/activities.

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

- a) Name:
- b) Designation :
- c) SUCCESSFUL CONCESSIONAIRES/Society:
- d) Address:
- e) Telephone number:
- f) E-mail address:
- g) Fax number:
- h) Mobile number:

4. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Concessionaire

- a) Name:
- b) Designation :
- c) SUCCESSFUL CONCESSIONAIRES/Society:
- d) Address:
- e) Telephone number:
- f) E-mail address:
- g) Fax number:
- h) Mobile number:

Format for Anti-Collusion Certificate
Anti-Collusion Certificate

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby certify and confirm that in the preparation and submission of our bid, we have not acted in concert or in collusion with any other Concessionaire or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of, 2020.

.....

(Name of the Concessionaire)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

Minimum Eligibility Criteria, the Qualification Bids of the Concessionaire shall be scored in the manner set out below. Concessionaires scoring more than **70 (seventy) marks** shall be considered as qualified for the purpose of Financial Bid opening:-

Sr. No.	Qualification Criteria	Max Marks		
1.	Minimum average annual turnover of Rs. 2,00,00,000/- i.e. (Rupees Two Crores only) during the last five (5) financial years preceding the Bid Due Date.	Maximum Marks: 12		
		Sr. no	Average Turnover during the last 5 financial years	Total Marks
		i	If 2 Crores	10
		ii	More than 2 Crores	12
2.	Minimum net worth of Rs. 1,00,00,000/- (Rupees One Crores only) at the close of the preceding financial year prior to the Bid Due Date.	Maximum Marks: 10		
		Sr. no	Net Worth at the close of the preceding financial year prior to the Bid Due Date	Total Marks
		i	If 1 Crores	8
		ii	More than 1 Crores	10
3.	More than or equal to 3 (Three) years of experience in solid waste management projects/landfill operations.	Maximum Marks: 20		
		Sr. no	More than or equal to 3 years of experience in solid waste management projects/landfill operations	Total Marks
		i	3 Years	12
		ii	More than 3 years and upto 5 years	15
		iii	More than 5 years	20
4.	Allotted and running successfully 1 (one) project of Remediation/Bio-Mining of a	Maximum Marks: 28		

	MSW dumpsite in India or abroad having 75% (seventy five percent) capacity of the Estimated Utilized Capacity, during the last 5 (five) years preceding the Bid Due Date	
	Allotted and running successfully 2 (two) projects of Remediation/Bio-Mining of a MSW dumpsite in India or in abroad having 50% (fifty percent) capacity of the Estimated Utilized Capacity, during the last 5 (five) years preceding the Bid Due Date	
	Allotted and running successfully 3 (three) projects of Remediation/Bio-Mining of a MSW dumpsite in India or in abroad, each having 40% (forty percent) capacity of the Estimated Utilized Capacity, during the last 5 (five) years preceding the Bid Due Date.	
5.	Valid Bank Solvency Certificate of Minimum Solvency amount of Rs 5 crore.	Maximum Marks: 15
6.	Implementation plan and innovative ideas in waste management as per Annexure V.	Maximum Marks: 15 (Evaluation will be based on the quality of submission)
<p>Note:- Recommendation letter as per Annexure VI shall be submitted along with the proposal from the client. Recommendation letter must clearly mention that the agency doing garbage disposal work of legacy waste. The certificate must mention the service level of the agent. Work order, cannot be considered as recommendation letter.</p>		

Any Concessionaire scoring less than 7 (seven) marks each in respect of criteria at sr. no. 6 above in the table shall not be technically qualified. Therefore, the Concessionaires to be technically qualified should score at least 7 (seven) marks in evaluation components of their Implementation plan and innovative ideas in waste management as per Annexure V before the BATHINDA.

Implementation Plan

The Implementation Plan to be furnished by the Concessionaire shall comprise:

- A. Previous experiences of the proposed technology/methodology/business model and issues faced therein
- B. Detailed description of the proposed technology or methodology (zero percent rejects)
- C. Space required for processing equipment
- D. Method proposed for processing of waste and utilization plan for components recovered:
 - Organic fraction
 - Combustible fraction
 - Inert fraction
 - Recyclables
 - Hazardous waste
- E. The Concessionaire will produce an agreement with cement factory/ or similar arrangement to dispose of RDF and documentary proof of the capacity of the plant. This agreement will be an essential and inescapable part of the proposal submitted by the Concessionaire.
- F. Percentage of land reclaimable
- G. Identified risks – technical, operational and environmental
- H. Compliance with environmental norms and the Solid Waste Management Rules, 2016
- I. The proposed machinery (with the output capacities), Man power and detailed methodology shall be submitted.

WORK COMPLETION CERTIFICATE**Format of Work Completion Certificate**

CERTIFICATE SHALL BE PRODUCED ON LETTER HEAD OF CERTIFICATE ISSUING AUTHORITY. CERTIFICATE SHOULD BE STAMPED AND SIGNED BY OFFICER NOT BELOW THE RANK OF EXECUTIVE ENGINEER OR EQUIVALENT (ACTUAL AUTHORITY WHO IS LEGALLY ENTITLED TO CERTIFY THE WORK)

THIS IS TO CERTIFY THAT M/s. _____ HAVE BEEN AWARDED THE FOLLOWING PROJECT AND SUCCESSFULLY EXECUTED THE WORK.

Name of Work :

Address of employer :

Work Order No. :

Agreement Date, Number. :

Date of Commencement of work :

Contract Duration :

Total Amount (Rs.) as per Agreement :

F. Year	2016 -17	2017 -18	2018 -19	2019 -20	2020-21	2021-22
Quantity of municipal waste disposal during year (MT/Year)						

Note:1. Copy of Agreement, Work order shall be submitted along with this certificate.

2. Work completion certificate must be submitted separately for each work order.

Format for Power of Attorney for Designating Lead Member of Consortium

(On Rs.100 India Non Judicial Stamp Paper)

POWER OF ATTORNEY

Whereas, Municipal Corporation , Bathinda (“BATHINDA”) has invited proposals from qualified Concessionaires for providing the service of Bio-Remediation of MSW dumpsite in Municipal Corporation , Bathinda, Whereas, the Consortium being one of the qualified Concessionaires is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of Request for Proposal (RFP Document), and Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project or in the alternative to appoint one of them as the Lead member who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s Proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s..... and M/s..... (the names and address of the registered offices), do hereby designate M/s..... being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s Proposal for the Project, including submission of Proposal, participating in conferences, responding the queries, submission of information/documents and generally to represent the Consortium in all its dealings with BATHINDA, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with BATHINDA.

We, M/s..... and M/s..... (the names and address of the registered offices), do hereby designate M/s..... being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with BATHINDA, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Concession Agreement is entered into with BATHINDA.

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

Dated this the Day of2020 For

(Name and designation of the person(s)

Signing on behalf of the Concessionaire / Lead Member In case of Consortium)

.....
(Executants)

(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- If the executants are from different nationalities, then the Power of Attorney must follow Government of India guidelines i.e. if the executants is not an Indian citizen then he must take the original Power of Attorney document to nearby Indian embassy in executants residing country and shall sign in front of the Indian embassy authorized person and get it attested by same Indian embassy authorized person. Power of Attorney document signed by foreign nationality without Indian embassy authorized signature attested by Indian Notary Public is not a valid document.

Self-Declaration

(On the Letter Head of the Concessionaire or Lead Member in case of a Consortium)

I/ We solemnly affirm as under:

- a. This Tender Document was downloaded by us from your website and is being used for submitting our bid.
- b. The downloaded file was printed and is being submitted without any alterations, deletions, additions or changes.
- c. I/ We further affirm that I/ We have gone through the tender document completely and understood the contents, letter & spirit. I/ We further confirm that all the Terms and Conditions of the tender set are acceptable to us and we hereby accept and agree to abide by all the other Terms and Conditions contained in the tender document.
- d. We also affirm that we are not barred or banned or blacklisted by MC BATHINDA or any other government department from participating in tenders.
- e. We also affirm that we have never received any notice from MC BATHINDA or any other government department for any performance related issues.
- f. We understand that in case it is found subsequently that the above points are false or that the downloaded Tender Document was altered or tampered with, in any manner, then our bid is liable to be rejected or in case a purchase order is placed on us basis such tampered document, then the order is liable to be cancelled without any further reference to us.

Dated this Day of 2020

(Name of the Concessionaire*)

.....
(Signature of the Authorized Person)

.....
(Name of the Authorized Person)

Note:

- To be executed by both members in case of Consortium.

***NAMES OF ALL MEMBERS IN CASE OF CONSORTIUM.**

FINANCIAL PROPOSAL

To:

The Commissioner
Municipal Corporation,
Bathinda

Sub: Municipal Solid Waste Management.

Ref: Your Notification No. _____ dated _____

Having gone through this bid document and having fully understood the Scope of Work and Terms and Conditions as set out by BATHINDA in the bid document for Disposal of legacy waste at Municipal Corporation, Bathinda as detailed in the RFP. We are pleased to inform that we would offer our financial proposal for Project Area. ___As follows:

Module I - CAPEX				
S no	Equipments/Machinery	Unit	Qty	Rates quoted by the agency
1	75mm Trommel (7.00 Mtrx2 Mtr. Dia)+25x6mm Trommel (8.00 Mtrx2 Mtr. Dia) Complete	Nos.	2	
2	Dust Cleaner/Phatka Machine	Nos.	2	
3	Bailing Machine Complete	Nos.	1	
4	Crawler Hydrolic Excavator 200 and above	Nos.	1	
5	Backhoe Loader (JCB/Tata/Escot Make 3DX Super WD HDT 6 INI Loader Bucker Live Link)	Nos.	2	
6	TIPPER 10 CUM BS VI including Registration charges and insurance	Nos.	2	
7	Tractor 50-55 HP with RC insurance complete with Hydraulic Trolley 12'X6'X2.5' Heavy	Nos.	2	
8	Civil work for fixing of Trommel machine	To be paid as per CSR	1	2,00,000
9	Construction of Shed Size 200'X20' ht 15'	To be paid as per CSR	1	17,07,000
10	Construction of Office Room Size 10'X15' ht 10'	To be paid as per CSR	1	2,88,000
11	Construction of Labour Room Size 10'X15'	To be paid as per CSR	1	2,88,000

12	Security Guard Cabin 10'X12'	To be paid as per CSR	1	40,000
13	Cabling System	To be paid as per CSR	1	7,29,850
14	Cost of Water Sprinkling System Including Submersible Motor Bore including cost of air freshener	To be quoted by the agency	1	

MODULE 2 - Processing / Operational Cost	Rates quoted by the agency per cum
Processing / Operation cost for the disposal of treated legacy waste rate in Rs. per cum.	

Note: 1. The recyclables, Compost will be the property of the selected Concessionaire and are required to be considered while quoting the processing cost, remediated soil will be disposed by Concessionaire in low area or made available at site itself by MCB.

2. The Concessionaires are advised to consider the moisture contents in the garbage while quoting the processing cost.

3. Concessionaires are required to carry out the detail survey of the dumpsite before bidding. The claim to change the quantity of the garbage cannot be entertain after allotment of work.

4. The payment of civil work would be made according to CSR Punjab as per the actual work executed at site.

We have reviewed all the terms and conditions of the Invitation for Bids including the Form of Agreement and would undertake to abide by all the terms and conditions contained therein. I/ we hereby declare that there are, and shall be, no deviations from the stated terms in the bid document.

Yours faithfully,

For and on behalf of (Name of Concessionaire)

Duly signed by the Authorized Signatory of the Concessionaire (Name, Designation and Address of the Authorized Signatory)

Note: Please do not fill rates here. This is for guidelines only. The rates are to be filled online only in the “BOQ” tab of the tender in Punjab Governments portal: <https://eproc.punjab.gov.in>.

Annexure X

The Concessionaire shall Purchase brand new machinery /equipments/facilities required for bio remediation of MSW dump site as mentioned below of approved makes, completely in accordance with tender specifications and employers requirement and as approved by Engineer-in-Charge.

SR.NO	DESCRIPTION	SIZES	QTY
1	<p><u>FEED CONVEYOR WITH FEEDING HOPPER</u></p> <ol style="list-style-type: none"> 1. BEARING-UCP-212/UCT-212(MAKE-FK/FKD/EQUI.) 2. HEAD PULLY DIA-268MM /10MM (DIMOND GROOVE RUBBERLINED) 3. TAIL PULLEY DIA-268MM/10MM. 4. CONVEYOR BELT -10MM THICKIN 3 PLY 5. STRUCTURE- ISMC-75X40, ISMC-100X50 ISA-50X5,HR SHEET-2MM(MAKE –MC/TATA/EQU) 6. MOTOR -7.5 HP MAKE-ABB/CGL/BBL/EQUI. 7. GEARBOX-PBGL/PREMIUM/EQUIVALENT 8. DRIVE COUPLING – HALF GEARED/PIN BUSH/CHAIN COUPLING. 	12MTRS X 1 MTR	1 NOS
2	<p><u>TROMMEL-T-75 (DIA 2MTRX7 MTR LONG)</u></p> <ol style="list-style-type: none"> 1. MOTOR –10 HP EACH (MAKE- ABB/CGL/BBL/EQUIVALENT) 2. GEARBOX- PBGL/PREMIUM/EQUIVALENT 3. BEARING- MAKE SKF/FKD/FK/EQUI., 4. CHAIN & SPROKETS – DIRECT DRIVE 5. STRUCTURE:- PIPE 5MMX150X150, PLATE-10/12MM, ISMC-75X40, 5X100X50 PIPE 6. TYRE – REBBERISED – 4NOS 7. HEAVY FRAME STRUCTURE. 8. SHELL THICKNESS-8/10MM 9. MESH THICKNESS-5MM 10. TROMMEL SIDE COVER THICKNESS-1.5/2MM 	DIA 2000 MM X 7 MTRLONG	1 NOS
3	<p><u>ACCEPT CUM FEED CONVEYOR UNDER SIZE 75 MM MATERIAL</u></p> <ol style="list-style-type: none"> 1. BEARING-UCP-212/UCT-212 (MAKE-FK/FKD/EQUI.) 2. HEAD PULLY DIA-268MM /10MM (DIMOND GROOVE RUBBERLINED) 3. TAIL PULLEY DIA-268MM/10MM. 4. CONVEYOR BELT -10MM THICK IN 3 PLY 5. STRUCTURE- ISMC-75X40, ISMC-100X50 ISA-50X5,HR SHEET-2MM(MAKE –MC/TATA/EQU) 6. MOTOR – 7.5HP MAKE-ABB/CGL/BBL/EQUI. 7. GEARBOX-PBGL/PREMIUM/EQUIVALENT. 8. DRIVE COUPLING – HALF GEARED/PIN BUSH/CHAIN COUPLING. 	18 MTRS X 0.8MTR	1 NOS
4	<p><u>REJECT CONVEYOR OVER SIZE 75 MM MATERIAL</u></p> <ol style="list-style-type: none"> 1. BEARING-UCP-212/UCT-212 (MAKE-FK/FKD/EQUI.) 2. HEAD PULLY DIA-268MM /10MM (DIMOND GROOVE RUBBERLINED) 3. TAIL PULLEY DIA-268MM/10MM. 4. CONVEYOR BELT -10MM THICK IN 3 PLY 5. STRUCTURE- ISMC-75X40, ISMC-100X50 ISA-50X5,HR SHEET-2MM(MAKE – MC/TATA/EQUIVALENT) 6. MOTOR -5 HP MAKE-ABB/CGL/BBL/EQUI. 7. GEARBOX-PBGL/PREMIUM/EQUIVALENT 8. DRIVE COUPLING – HALF GEARED/PIN BUSH/CHAIN COUPLING. 	7 MTRS X 1 MTR	1 NOS

5	<p><u>TROMMEL-T-25 / 6 MM (DIA 2.4 MTR X 8.2 MTR LONG)</u></p> <ol style="list-style-type: none"> 1. MOTOR –10 HP EACH (MAKE-ABB/CGL/BBL/EQUIVALENT) 2. GEARBOX- PBGL/PREMIUM/EQUIVALENT 3. BEARING- MAKE SKF/FKD/FK/EQUI., 4. CHAIN & SPROKETS – DIRECT DRIVE 5. STRUCTURE:- PIPE 5MMX150X150, PLATE-10/12MM, ISMC-75X40, 5X100X50 PIPE 6. TYRE – REBBERISED – 4NOS 7. HEAVY FRAME STRUCTURE. 8. SHELL THICKNESS-8/10MM 9. MESH THICKNESS-5MM 10. TROMMEL SIDE COVER THICKNESS-1.5/2MM 	DIA 2.4 MTR X 8.2MTR LONG	1 NOS
6	<p><u>ACCEPT CONVEYOR 25 MM MATERIAL</u></p> <ol style="list-style-type: none"> 1. BEARING-UCP-212/UCT-212 (MAKE-FK/FKD/EQUI.) 2. HEAD PULLY DIA-268MM /10MM (DIMOND GROOVE RUBBERLINED) 3. TAIL PULLEY DIA-268MM/10MM. 4. CONVEYOR BELT -10MM THICK IN 3 PLY 5. STRUCTURE- ISMC-75X40, ISMC-100X50 ISA-50X5,HR SHEET-2MM(MAKE – MC/TATA/EQUIVALENT) 6. MOTOR -5 HP MAKE-ABB/CGL/BBL/EQUI. 7. GEARBOX-PBGL/PREMIUM/EQUIVALENT 8. DRIVE COUPLING – HALF GEARED/PIN BUSH/CHAIN COUPLING 	8 MTRS X 0.8 MTR	1 NOS
7	<p><u>ACCEPT CONVEYOR 6 MM MATERIAL</u></p> <ol style="list-style-type: none"> 1. BEARING-UCP-212/UCT-212 (MAKE-FK/FKD/EQUI.) 2. HEAD PULLY DIA-268MM /10MM (DIMOND GROOVE RUBBERLINED) 3. TAIL PULLEY DIA-268MM/10MM. 4. CONVEYOR BELT -10MM THICK IN 3 PLY 5. STRUCTURE- ISMC-75X40, ISMC-100X50 ISA-50X5,HR SHEET-2MM(MAKE – MC/TATA/EQUIVALENT) 6. MOTOR -5 HP MAKE-ABB/CGL/BBL/EQUI. 7. GEARBOX-PBGL/PREMIUM/EQUIVALENT 8. DRIVE COUPLING – HALF GEARED/PIN BUSH/CHAIN COUPLING. 	8 MTRS X 0.8 MTR	1 NOS
8	<p><u>REJECT CONVEYOR</u></p> <ol style="list-style-type: none"> 1. BEARING-UCP-212/UCT-212 (MAKE-FK/FKD/EQUI.) 2. HEAD PULLY DIA-268MM /10MM (DIMOND GROOVE RUBBERLINED) 3. TAIL PULLEY DIA-268MM/10MM. 4. CONVEYOR BELT -10MM THICK IN 3 PLY 5. STRUCTURE- ISMC-75X40, ISMC-100X50 ISA-50X5,HR SHEET-2MM(MAKE – MC/TATA/EQUIVALENT) 6. MOTOR -5 HP MAKE-ABB/CGL/BBL/EQUI. 7. GEARBOX-PBGL/PREMIUM/EQUIVALENT 8. DRIVE COUPLING – HALF GEARED/PIN BUSH/CHAIN COUPLING. 	7 MTRS X 0.8 MTR	1 NOS
9	ELECTRICAL CONTROL PANEL WITH WIRING	1 NOS	1 NOS

BACKHOE LOADER 4X4	
Overall Length (mm)	Minimum 6300 millimeter
Overall Width (mm)	Minimum 2300 millimeter
Overall Height (mm)	Minimum 3900 millimeter
Wheel Base (mm)	Minimum 2200 millimeter
Engine Maximum HP (BHP@ RPM) (range)	90-100
Engine Maximum HP (BHP@ RPM)	90-95
Engine Rated RPM	2000-2500
No of Cylinders (Nos)	4
Engine Bore (mm)	103 millimeter
Engine Stroke (mm)	132 millimeter
Engine Cooling System	Water Cooled
Max Torque (N-m@rpm)	400-425
Fuel Injection system	DIRECT INJECTION
Torque Backup (%)REM)-III A	8
Vehicle Emission Compliance	BS III or latest
Vehicle Mileage (declared by OEM as certified by Test Agency under Rule of CMVR 1989) (Km/Ltr)	Minimum 5
No of Air Cleaner	Minimum 2
No of Fuel Filters	Minimum 3
Type of Gear Box	Synchro shuttle type or equivalent
No of speeds Forward (Nos)	4
Maximum Forward Speed (Km/hr)	30-40
Maximum Reverse Speed (Km/Hr)	30-40
Minimum Forward Speed (Km/Hr)	7-10
Minimum Reverse Speed (Km/Hr)	7-10
Power Steering	Mandatory
Brake type	Disc Type(Oil submerged)
Specific Fuel Consumption (SFC)in g/hp/hv (g/hp/hv)	180-190
Minimum Turning Radius (mtrs or mm) with brakes	more than 5000 millimeter
Minimum Turning Radius (mtrs or mm) without brakes	more than 5700 millimeter
Fuel Tank Capacity (Litres)	125-150 litre
Type of Wheel Drive	Four Wheel Drive
Front Tyre Size with ply rating (mm)	12.5X18-12PR or compatible
Rear tyer Size with ply rating (mm)	16.9X28-12PR or compatible
Make of Tyres	CEAT, DUNLOP, MRF
Minimum Ground Clearance (mm)	300 millimeter

Backhoe Bucket Width	800-1000 millimeter
Fuel Injection system	DIRECT INJECTION
Torque Backup (%)REM)-III A	8
Vehicle Emission Compliance	BS III or latest
Backhoe Bucket Capacities in Cubic Metre with locking/bolted teeth	0.3 - 0.35
Backhoe Bucket Digging Depth	4.50-5.00 meter
Backhoe Bucket Digging Force in Kgf	5600-5800
"Backhoe Bucket Dipper Tear out Force in Kgf"	3000-3050
"Backhoe Bucket Loading Height in metres"	4.0-5.0
Backhoe Bucket Loading Reach in metres	5.5-8
"Backhoe Bucket Reach from swing Pivot"	Minimum 5600
Type of Loader Bucket	Bottom Dump Bucket
Loader Bucket Dump height in metres	2.8 - 3.20
Loader Arm Break out Force in kgf	Minimum 4500
Loader Bucket Maximum reach at full height in meter	Minimum 1.10
Loader Bucket Pay Load in kgs	Minimum 1800 kilogram
Loader Bucket Dig depth	Minimum 150 millimeter
Operating Weight (Kgs)	Minimum 8000
Transmission Oil Capacity (Litres)	17-19 liter
Hydraulic Oil Capacity (Litres)	125-135 liter
Hydraulic Oil change period	Minimum 2000 hour
Make	JCB, TATA, Caterpillar, CAT, CASE
Constructional Parameters	Instrument Panel, Hour Meter, Fuel Gauge, Temperature Gauge Battery Charge Indicator Horn Oil Pressure Gauge Electrical Alternator Wet Battery Electrical Alternator Electrical Starter Front Lights Rear Lights Parking Lights Brake Lights Plough Lights Indicators, Lights Cabin/canopy All round visible cabin With easy Walk Through Access, Cabin Instrumental panel with audio indicators, Cabin Instrumental panel with visual indicators, Rear view large convex mirror, Front screen wiper, Front and rear horn, Seating Plan Co- Adjustable driver seat with one helper seat, Doors Front door with fixed toughened glass & locking mechanism with wiper, Glasses, Paint Standard automobile paint to the exterior body as per CVMR rules
Warranty Time (Month) including battery	12 month
Operating hours during warranty period	Minimum 2000 hour

Note :- Vehicles shall comply latest Pollution Norms

Crawler Hydraulic Excavator (200 and above)

Conforming IS/ISO 7135:2009 Hydraulic Excavator (Crawler)	Yes
Type of the excavator	Crawler
Operating mass minimum	20000 kilogram
Shipping mass minimum	20000 kilogram
Engine manufacturer and model	Cummins 6BT 5.9C
Ignition type	Diesel
Type of cycle	4 Stroke
Aspiration	mechanically turbocharged
No of cylinders	6
Bore	102 millimeter
Stroke	120 millimeter
Displacement (cc) minimum	5880
Max Engine horsepower minimum	130
Maximum Engine torque (Nm@rpm)	530
Engine cooling system	Liquid cooled
Type of fuel	Diesel
Starter type	Electrical
Electrical system voltage (in volts)	24
Bucket capacity to handle material of density minimum	0.9 cubic meter
ISO net flywheel power at given engine speed (hp@rpm)	121
Maximum swing speed	13
Reach at ground level minimum	9000 millimeter
Depth reach minimum	5900 millimeter
Travel speed minimum	3.8
Gradeability (degree)	35
Ground Pressure minimum	0.50
Operating weight minimum	20000 kilogram
Draw bar pull minimum	150

Standard Boom minimum	5600 millimeter
Standard Arm minimum	2200 millimeter
maximum digging depth minimum	5900 millimeter
maximum digging Reach minimum	9200 millimeter
Rated Lift Capacity minimum	5830
fuel tank capacity minimum	300 liter
Fuel filters	Yes
Air Cleaners	Yes
Type of Steering	Power
Type of braking system	Hydraulic
Fully enclosed steel cabin with safety pipes window locking service doors and adjustable cushion seal	Yes
Service hour meter	Yes
Complete Instrumentation	Yes
Starter key switch	Yes
2 working light and cabin light	Yes
Electric Horn	Yes
Parking brakes	Yes
Emergency shut off	Yes
Cabin/canopy :All round visible cabin ,With easy Walk Through Access	Yes
Instrument Panel	Yes
Cabin Instrumental panel with audio indicators	Yes
Cabin Instrumental panel with visual indicators	Yes
Seating Plan: Co- Adjustable driver seat with one helper seat	Yes
Doors:-Front door with fixed toughened glass & locking mechanism with wiper	Yes
Glasses:-Front wind screen, rear glass in two pieces glass	Yes
Paint: Standard automobile paint to the exterior body as per CVMR rules	Yes
Rear view large convex mirror	Yes
Front screen wiper	Yes

Front and rear horn	Yes
Number of roller minimum	10
Lift Path	Yes
Cabin Entry and Exit	Yes
Operation Control	Yes
Length Without Attachment	5055 millimeter
Performance Parameters	
ISO net engine power (HP@rpm) Minimum	121
Warranty time Minimum	1 year
Operating hours during warranty period Minimum	2000 hour
Battery warranty Minimum	1 year
No Of Free services Minimum	5
Excavator Self-propelled machine on crawlers having an upper structure capable of 360 degree swing and with mounted equipment which is primarily designed for excavating with bucket without movement of undercarriage during work cycle	Yes
Work cycle normally compromised excavating, elevating , swinging and discharging of material	Yes
Make (as per demand)	Tata Hitachi/JCB

Note :- Vehicles shall comply latest Pollution Norms

Tractor and Trolley Hydraulic			
Tractor Model No.	International Tractors Limited, Solis 4515	Type of Trailers	Semi Trailer (Single Axle)
Tractor Engine Capacity (cc)	3065	Type of Platform	Tipping Platform
Type of Fuel	Diesel	Capacity of Trailer (Gross Load)(tonnes)	6
Vehicle Emission Complainece	Bharat (TREM IIIA) Stage-IV	Pay load of Trailer	6.4 tonne

Colour of the Tractor	Red	Material used for fabrication of trailer as per Clause-5, Table-1 of IS:8213 (Latest)	Yes
Fuel Consumption during Mould Board Ploughing	0	Type of Axle Assembly (The capacity of Single Axle Trailers is not more than 5 Tonnes)	Class-B (Load carrying capacity upto 5 Tonne)
Fuel Consumption during Pudding	4	Overall length of Trailers (shall not exceed 5 m upto 6 tonne load, 6.7m for above 6 tonne load	4.73 meter
Fuel Consumption During Rotavation	6.1	Overall Width of Trailers between extreme points (meter)	1.83 meter
Fuel Consumption at Rated Engine Speed (RPM), Max (Ltr/Hr)	9.74	Overall Height of Trailers with tyre inflated from the supporting surface to top of platform (meter)	1.45 meter
Fuel Consumption at Rated Standard PTO Speed (RPM) (Ltr/Hr)	8.09	Overall Height of Trailers with tyre inflated from the supporting surface to sideboard (meter)	1.7 meter
Engine BHP@rpm, Max (hp@rpm)	50-55hp@1900	Ground Clearance (mm)	350 millimeter
Engine Torque @rpm,Max (N-m@rpm)	196.2@1103	Axle Assembly Wheel Track(mm)	1700
Power Take-Off (PTO) Type	Live	Axle Assembly dimensions as per Table-2 of IS:8213 (Latest)	Yes
PTO@rpm, Max (hp@rpm)	45.29@1899	Hydraulic Ram of suitable capacity for tipping facility	Yes
Engine Aspiration System	Natural	Tipping Angle (degree)	45
Engine Cooling	Watercooled	Single telescopic cylinder as per IS:12371 (Latest)	Yes
Fuel Injection	Inline	Tilting of platform without disturbing the trailer	Yes
Fuel Tank Capacity (Ltrs)	49 liter	Retro Reflective Marking (tapes) as per AIS -090	Yes
Length of Tractor Body (mm)	3650	Lighting and Signalling -signalling device as per AIS-062	Yes

Width of Tractor Body (mm)	1820 millimeter	Trailers shall be fitted with Rear Under Run Protective Device (RUPD) confirming to IS 14812 :2005	Yes
Ground Clearance (mm)	400 millimeter	Trailers shall have service and parking brake as per AIS- 043	Yes
Wheel Base (mm)	2080 millimeter	The Trailers shall be fitted with pneumatics tyres and rims of suitable size confirming to IS 13154 :1991 and IS 10694 :1988	Yes
Size Of Front Tyre with ply rating (mm)	6.50-16, 08 PR	Number of Wheels	2
Size Of Rear Tyre with ply rating (mm)	14.9-28, 12 PR	Conformity to standards	IS 8213:2000 (latest) and AIS 112 (latest)
Track Width Front (mm)	1350 millimeter	Necessary clearance from RTO to be obtain before supply of Trailer	Yes
Track Width Rear (mm)	1420 millimeter	Avaliability of Test report from approved Laboratory to prove conforming to specification as per AIS 112	Yes
Tractor Transmission System	Constant Mesh	Test report No And date	115/2000 DT19.7.2000
No. of Forward Gears (Nos.)	10	Name of the testing Laboratory	VJTI MUMBAI
Type of Wheel drive	Two Wheel Drive	Warranty (in months)	36
Drive Axle	Rear	ISI marked ISMC channel used for fabrication of Chassis and frame mounting on chassis	Yes
Type of Steering	Power Operated	Type of spring suspension system (as per IS:1135) for load carrying capacity	LEAF SPRINGS

Tractor Brake	Oil Immersed Disc Brake	Diameter of the Axle of chassis (Min) (mm)	80 millimeter
Type of Clutch	Dual	Nos. Of spring leaves plates fitted (Nos.)	20
Lifting Capacity at Hitch Point (Kg)	1716.16	Lashing hooks for towing down load	Yes
Turning Radius (mm)	3290 millimeter	Type of Towing Device	ROTATING HOOK
Transportation Charges including transient insurance (Rs/Km)	11 per km extra	Capacity of Towing	6.4 tonne
Vehicle Certification No. CFMTTI,BUDHNI/CMVR	T-1595/2126/2021	Painted Colour on the Trailers as per AIS 112	Red
Performance Parameters		One coat of Red Oxide and 2 coat of Super Synthetic Enamel Paint	Yes
Warranty Time (Month)	24 month	Painting on outer side of the tank as approved by the buyer	Yes
Make	Sawraj/Sonalika/ Mohindra/Equivalent		

Note :- Vehicles shall comply latest Pollution Norms

Bailing Machine	
Width	2300 MM
Length	5000 MM
Height	2900 MM
Total weight	3500 Kg
Capacity of Hopper	950+ Kg
Operation System	Hydraulic and & Electrical
Compacting Facility	Yes
Bale chamber Diameter	930 – 950 mm
Power Source	Electrical Motor
Operator system	Automatic & Manual
Electronic Motor	15 HP , 7 HP , 2HP , ¼ HP
Bales per Hour	Minimum 40 – 45

Bale weight	Maximum 950+ Kg
External Wrapping	Minimum 6 Layers
Internal Wrapping	Polypropylene film
Wrapping Film	Polypropylene Electrical
Hydraulic Oil Radiator	Yes
Hydraulic pump	Two Stage
Hydraulic Motor	2 unit
Distributor	2 unit
Hydraulic Oil Box	90 liter
Conveyor	1. 99"
	2. 77"
Tire	7-50-16
Alarm setting	YES

TIPPER Minimum 10 CU. M.

Tipper body Pivot length (mm)	3100 - 3300 millimeter
Tipper body Length (mm)	3400 - 3600 millimeter
Tipper Body Height (mm)	1200 - 1400 millimeter
Overall Height of Tipper from Ground (mm)	3500 - 3700 millimeter
Type of TIPPER	
Type of TIPPER	Box body Tipper
Make of Chassis	
Make of Chassis	EICHER , TATA, Leyland, AMW
Type of Chassis Frame	
Type of Chassis Frame	Integral Type or equivalent
Category of Vehicle for which Chassis to be used	
Category of Vehicle for which Chassis to be used	Heavy Capacity for solid waste
Type of Chassis	
Type of Chassis	Chassis with Facecowl
Type of Fuel	
Type of Fuel	Diesel
Vehicle Emission Compliance	
Vehicle Emission Compliance	BS-IV or latest
Fuel Consumption (declared by OEM as certified by Test Agency under Rule 115of CMVR 1989) (Kmpl)	
Fuel Consumption (declared by OEM as certified by Test Agency under Rule 115of CMVR 1989) (Kmpl)	5.857
Speed, Max (Km/Hr)	
Speed, Max (Km/Hr)	60
Max Engine Power BHP (BHP@rpm)	
Max Engine Power BHP (BHP@rpm)	190-200
Rated RPM at Max Engine Power	
Rated RPM at Max Engine Power	Minimum 2400
Max Engine Torque (N-M@rpm)	
Max Engine Torque (N-M@rpm)	700-725
Rated RPM at Max Engine Torque	
Rated RPM at Max Engine Torque	Minimum 1200
Main Engine Aspiration	
Main Engine Aspiration	Turbocharged Intercooled
No. of Cylinder in Main Engine (Nos)	
No. of Cylinder in Main Engine (Nos)	6
Fuel Tank Capacity (Ltrs)	
Fuel Tank Capacity (Ltrs)	200-250 liter
Gradeability of Vehicle with load(%)	
Gradeability of Vehicle with load(%)	37.5
Ground Clearance (mm)	
Ground Clearance (mm)	Minimum 300 millimeter

Type of TIPPER	Box body Tipper
Make of Chassis	EICHER , TATA, Leyland, AMW
Wheel Base (mm)	Minimum 3400 millimeter
Kerb Weight (Kg)	8000-8500 kilogram
Gross Vehicle Weight (Kg)	16000-18000 kilogram
Type of BIS MARKED Vehicle Tyre	Tube
Chassis Transmission System	Manual
Number of Speed/ Forward Gears	6
Type of Steering	Power Operated
Turning Radius,Min (mm)	Minimum 6900 millimeter
Speed Governors/ECU	Must
ABS Fitted	Must
Front Vehicle Brake	Drum type Air Brake
Rear Vehicle Brake	Drum type Air Brake
Type of Clutch	Single plate dry
Tipper Container capacity/Volume(cubic metres)	Minimum 10
Size Of Front Tyres (mm)	10.00X20-16PR
Size Of Rear Tyres (mm)	10.00X20-16PR
Make of tyres	Dunlop, CEAT, MRF
Size of Wheel (mm)	Minimum 500 millimeter
Body Plate Thickness (mm)	Minimum 4 millimeter
Hydraulic System Driven by	Main Engine
Tipper Container Material	Mild Steel
Thickness of sheet from tipper Collector Container Made (mm)	4 millimeter
Dumping Height (mm)	Minimum 1500 millimeter
Constructional Parameters	Engine Oil Pressure Level Indicator in Control Panel, Fuel Gauge Indicator in Control Panel, Engine Cooling Liquid Temperature Indicator in Control Panel, Operating Hour Meter, Locking/Unlocking of Tipper Discharge Container, Lowering/Lifting of Tipper Discharge Container, Standard Spare wheel and Tool Kit,
Paint	Automotive Paint
Warranty Time (Month) including battery	12 month
Make	Eicher, TATA, Leyland, AMW or equivalent
Hydraulic System Driven by	Main Engine

Note :- Vehicles shall comply latest Pollution Norms

Draft Agreement

(On Rs.100 India Non Judicial Stamp Paper)

This Agreement (the “Agreement” or the “Contract”) is made and entered into between
<Company

Name.....> (“Successful Concessionaire”), having its principal offices at
<Address.....

>, <Company Name.....> and <Municipal Corporation , Bathinda, having its
office located at.....> (“Municipality”).

WITNESSETH

WHEREAS, Municipal Corporation, Bathinda desires to establish undertake the project involving the
“Remediation/Mining of Municipal Solid Waste dumpsite at Phase 8B, Bathinda for Municipal Corporation,
Bathinda”

WHEREAS, Successful Concessionaire is engaged in the business of [.....];

WHEREAS, the Municipal Corporation, Bathinda is a Local body government that select the
Successful Concessionaire, negotiate and sign the Contract, and administer all contractual
responsibilities on their behalf;

WHEREAS, Successful Concessionaire has submitted a response to the BATHINDA pertaining to the
“Remediation/Mining of Municipal Solid Waste dumpsite at Bathinda for Municipal Corporation, Bathinda”

AND

WHEREAS, Municipal Corporation, Bathinda relying on the tender submitted by the Successful
Concessionaire and based on the representations made by the Successful Concessionaire issued
Letter of Acceptance, dated to the Successful Concessionaire and the
parties have hence agreed to execute this Contract as per the terms & conditions of RFP issued
by BATHINDA for inviting bids through E-Tendering procurement process. All terms and
conditions of RFP along with its Tender Forms (if any) shall form an integral part of the
Agreement.

THEREFORE, based on the above background, the parties agree as follows:

The following documents shall be deemed to form and be read and construed as part of this Agreement.

- a. Letter of Acceptance
- b. RFP issued by BATHINDA along with its Tenders Forms
- c. Proceeding of Negotiation Meeting (if applicable)
- d. Schedule of Supply
- e. Employer's Requirement and Specifications.

IN WITNESS HEREOF, the parties below execute this Agreement.

.....
Signature	Signature
Successful Concessionaire	Superintending Engineer / Commissioner
Date	Municipal Corporation ,
	Bathinda
	Date

Attachments:

- a. Letter of Acceptance
- b. RFP issued by BATHINDA along with its Tenders Forms
- c. Proceeding of Negotiation Meeting (if applicable)
- d. Schedule of Supply
- e. Employer's Requirement and Specifications

.....
Superintending Engineer/Joint Commissioner,
Municipal Corporation, Bathinda.

Note: This draft agreement may be edited / altered during the time of execution as per BATHINDA requirement.

PERFORMANCE BANK GUARANTEE FORMAT

THIS DEED OF GUARANTEE executed on this the ____ day of ____ at _____

by ____ (Name of the Bank) having its Head/Registered office at _____

herein after referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

IN FAVOUR OF

BATHINDA represented by the Commissioner, and having its office at [insert address of BATHINDA] hereinafter referred to as “BATHINDA”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS

- A. By the Agreement (“the Agreement”) dated ----- entered into between BATHINDA and [insert name of Successful Concessionaire], having its registered office/permanent address at [insert address], (“the Concessionaire”), the Concessionaire has agreed to provide services for Remediation/Mining of Municipal Solid Waste dumpsite at ,Bathinda for Municipal Corporation, Bathinda” (hereinafter referred to as “the Service contract”).
- B. In terms of the said Agreement, the Concessionaire is required to furnish to BATHINDA, an unconditional and irrevocable bank guarantee for an amount of Rs. (5% of estimated cost) as security for due and punctual performance/discharge of its obligations under the Agreement, relating to the execution of the Service Contract.
- C. At the request of the Concessionaire, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Concessionaire of its obligations relating to the Service Contract

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by Concessionaire of all its obligations relating to the Service contract and in connection with execution of the Service contract as envisaged in the Agreement.
2. The Guarantor shall, without demur, pay to BATHINDA sums not exceeding in aggregate Rs. (5% of estimated cost) within 30 calendar days of receipt of a written demand therefore from BATHINDA stating that the Concessionaire

has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Concessionaire or validity of demand so made by BATHINDA and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Service Provider or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

3. In order to give effect to this Guarantee, BATHINDA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Concessionaire or postponement/non exercise/ delayed exercise of any of its rights by BATHINDA or any indulgence shown by BATHINDA to the Concessionaire and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by BATHINDA or any indulgence shown by BATHINDA, provided nothing contained herein shall enlarge the Guarantor's obligation here under.
4. This Guarantee shall be irrevocable and shall remain in full force and effect until 16 month of contract period and three months thereafter unless discharged/ released earlier by BATHINDA in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs.
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Concessionaire/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other person.
6. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED

by Bank by the hand of Shri _____

its _____ and authorized official

Annexure-XIII

Sr no	Detail	To be filled by the Concessionaire
a.	Quantum of garbage(through total station survey)	
b.	Detailed analysis of garbage showing various components (average by weight)	
	Moisture	
	RDF/recyclables	
	inerts and rejects	
	remediated soil/composed	
	C&D waste	