



**BALANGIR MUNICIPALITY
(BALANGIR)**

**REQUEST FOR PROPOSAL (RFP) DOCUMENT
SELECTION OF AGENCY FOR PROCESSING AND
DISPOSAL OF BIO-REMEDIATION OF LEGACY WASTE
FOR RECLAMATION OF LAND AT BALANGIR
MUNICIPALITY SITE SITUATED AT BIJAKHAMAN SITE
IN SCIENTIFIC APPROACH**

RFP No. 4070

Date: 07.10.2024

Publication of RFP Documents: 08.10.2024

Last date submission of the RFP: 23.10.2024 by 2.00 PM

**Balangir Municipality,
Dist. - Balangir (Odisha)**

Pin-767001

Website: <http://www.balangirmunicipality.in/>

Email Id: bgrmc1972@gmail.com

DISCLAIMER

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

1. INTRODUCTION

Project Background

Balangir Municipality (the "**Authority**") has initiated the bidding process for selection of an agency for undertaking Bio-remediation of legacy waste for reclamation of land at Balangir Municipality site situated at Bijakhamaan Site(Ward No-18) inScientific approach.

The Authority has decided to carry out the bidding process (defined hereinafter) for the selection of the agency to whom the Project may be awarded under which the existing dumpsite at Balangir Municipality is identified for Bio-remediation of legacy waste. The legacy waste at the site shall be cleared off from the dump site through bio mining under this project.

The Authority proposes to excavate the compacted legacy MSW by using suitable mechanical sieving, separating machines or any other equipment, retrieving compostable material (if any), recyclable material, etc. by segregating, sorting, storing and selling. The work envisages economically viable and environmentally sustainable method for Remediation and Reclamation of Balangir Municipality Dumpsite in accordance with the applicable guidelines of Central Pollution Control Board (CPCB) and Hon'ble National Green Tribunal (NGT). The Authority intends to reclaim the total dumpsite at Balangir Municipality.

Scope of Work

1. Excavate the existing mixed dumped garbage and sieve the waste, do necessary segregation/sorting through mechanical sieving machines/ any other equipment, scientific disposal/sale of recyclable, recovered materials, inert etc. using manpower, machineries, and vehicles at the cost of the Contractor.
2. The Contractor shall take necessary steps and processes to minimize environmental pollution while carrying out remediation/ reclamation of legacy waste at the Dumpsites. The Contractor shall take all reasonable steps to ensure to undertake required efforts to mitigate the impact of odour and dust. Also, ensure treatment of leachate within the plant area prior to its disposal if any. The Contractor shall make all possible efforts to mitigate menace caused by flies, rodents and bird and fire in and around the Dumpsite during the period of reclamation.
3. The Bioremediation activity should be carried out strictly in accordance with Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste), 2019 issued by the Central Pollution Control Board.
4. Excavate and segregate garbage into as many kinds and categories as possible. Maximize the separation of recyclables viz. glass, metal, plastic, C&D waste etc. from the Dumpsite. Maximize the separation of components for generation of Refuse Derived Fuel ("RDF") from the Dumpsite.
5. Set up an eco-friendly processing system in order to reduce the impact of the dumping site on the adjacent areas.
6. Set a soil (in accordance with IS: 2720) and ground water baseline (in accordance with IS: 10500) so that the same will be available to evaluate post Bio- Mining and Remediation of the dumpsite.
7. Carry out leach ate management of existing leach ate (if any) at the plant site in accordance to the applicablerules and regulations.
8. The Contractor shall target to generate Bio-earth from the biodegradable component of the waste and also RDF from combustibles. Provide on-site storage facility for various fractions of processed waste and proper channelization further for sale or reuse to industry/vendors.
9. The Contractor shall take all Applicable Permits and approvals in sequence and comply with the CPCB and PCB norms therein from time to time.
10. The Contractor shall make reasonable efforts to maximize the utilization of the waste from the dumpsite and for this purpose shall ensure that maximum waste is utilized / reused by the Contractor, so as to produce products/outputs such as soil enriched, recyclables, RDF and products from construction and demolition waste.
11. While reclaiming and excavating MSW from the present open dumpsite following aspects must be handled carefully

- a. Exposure to hazardous material, leachate, gases, odour etc.
 - b. Contaminated wastes that maybe uncovered during reclamation operations require special handling and disposal requirements
 - c. Necessary precautions must be taken while excavating the waste as it releases obnoxious gases.
12. The Contractor shall explore the possibility of minimizing the disposal of inert/ processing rejects and maximize the usage of such inert waste including but not limited to making of curb side blocks, filling of low-laying areas, construction of roads etc.
 13. Be responsible for development and maintenance of infrastructure, facilities and amenities for sieving the excavated garbage and storing the segregated materials etc. at their own risk and cost.
 14. Provide weighbridge to measure the quantity of waste subjected to Bio-mining at dumpsite and inert going out of the Dumpsite. The Contractor shall ensure that the weighbridge and allied software, hardware is installed from the start date of remediation activity and should provide access to client Daily report must be submitted to client in a format provided by client showing waste taken for processing, different fraction of processed material sent out of site for sale, disposal etc.
 15. Deploy the necessary manpower, materials, equipment, tools to the site. The Contractor shall be responsible for construction of plant, support facilities for handling, separating, segregating and storing for the operation of the plant. Fire extinguishers and safety measures shall be taken by contractor.
 16. Provide security arrangements, CCTV Camera, DVR covering entire site, Weighbridge entry-exit gate, keep recording of entire project duration and hand over monthly recording in hard disk with monthly bill for the planned project site, machineries, equipment etc. at the cost of the Contractor.
 17. Legacy C&D waste if found during excavation, sorting/segregation and final disposal of such legacy C&D Waste shall be the sole responsibility of the Contractor. The Contractor shall be free to explore alternate uses for C&D waste as per the C&D Waste Rules, 2016. Further, if the said C&D Waste is found to be lying around the dumpsite or found to be not properly disposed of, the Contractor shall be liable to be penalised for the same in accordance with the terms of the Agreement to be signed with the Contractor.
 18. Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled per the Hazardous and Other Wastes (Management and as Tran boundary Movement) Rules, 2016.

The Project Information Memorandum at **Appendix - V** may be referred for further information regarding the Project and details of the scope of work.

General Information

1. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Developer set forth in the Agreement or Authority's right to amend, alter, change, supplement or clarify the scope of the Project, the contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
2. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"), and the Bid shall be prepared and submitted in accordance with such terms on or before the date specified for submission of the Bid (the "Bid Due Date").

Sl. No.	Particulars	Details
1.	Date Of Publication of RFP	08-10-2024
2.	Tender Submission: Offline Method of Selection	Offline submission. Technical (QCBS) and financial Evaluation
3.	Proposal Validity	90 Days from the Date of opening of Financial Bid.
4.	Cost of Bid Document	Rs. 10,000/- (Rupees of Ten Thousands in shape of DD) (Non-refundable) In favor of Executive Officer, Balangir Municipality
5.	Date of Issue of RFP	Dt.07-10-2024
6.	Due date of Submission	Dt.23 -10- 2024 (Time:2 PM)
7.	Deadline for Submission of Pre-Proposal Query	Dt.15-10 -2024 upto 3 pm.
8.	Pre-proposal meeting	A pre-proposal meeting will be held on Dt. 17-10-2024 at 11 am in the Office of the Executive Officer, Balangir Municipality, District-Balangir, PIN – 767001, Odisha
9.	Issue of Pre-proposal Clarifications	Dt.19- 10 - 2024
10.	Date of opening of Technical Proposal	Dt.24 -10- 2024 Time : 11 AM
11.	Date of opening of Financial Proposal	Dt.25 -10- 2024 Time : 11 AM
12.	Expected Date of commencement of Assignment	Will be intimated later

Brief description of bidding process

1. The Authority has adopted an offline bid process (the "Bidding Process") following the Quality and Cost Based Selection (QCBS) model for the selection of a Bidder for award of the Project.
2. All Bidders for the Project shall simultaneously submit offline their Technical Proposal and Financial Proposal. Also the Bidders shall submit their Docs offline before submission date by way of Speed Post/Regd.Post.
3. The Bids will be evaluated as follows: In the first step, the Responsiveness of the bids will be evaluated. The responsive bids are then evaluated to check whether they meet the Minimum Eligibility Criteria as set forth in this RFP for undertaking the Project. Thereafter, the Technical Proposal of those bidders who meet the Minimum Eligibility Criteria will be evaluated and Technical Score for each bid will be calculated as per the scoring formula as mentioned in the RFP document. The Financial Bids would then be opened and evaluated for the purpose of preparation of Financial Score. The Final Score will then be calculated based upon the weighted technical and financial scores.
4. As part of the Bidding Process, interested parties who full fill the Minimum Eligibility Criteria as set forth in this RFP are being called upon to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 90 (Ninety) days from the Bid Due Date.
5. The Bidding Documents include RFP and the aforesaid documents, and any agenda or corrigenda issued subsequent to this RFP, but before the Bid Due Date; will be deemed to form part of the Bidding Documents.
6. EMD of **Rs. 1,00,000/- (Rupees One Lakh)** need to be submitted through mode of DD/FDR/MR issued by any Nationalized Bank Favor of the Executive Officer, Balangir Municipality. EMD will be exempted for Valid MSME companies as per guideline Amendment 170(i) Dt: 25/07/2017.
7. The Bidders are invited to examine the Project scope in greater detail, and to carry out assessment, at their own cost, such studies as may be required for submitting their respective Bids for the Project.
8. The Bids are to be submitted on Offline thro
9. ugh Speed post/ Regd. Post before due date.
10. The Financial Proposal is to be submitted in the prescribed format: The financial bid shall contain the Rate for legacy waste brought into the processing facility and shall be inclusive of all taxes and incidental expenses.
11. The Bidder who scores highest in the composite scoring exercise shall be the Selected Bidder (H1). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified of this RFP, be invited to match the Financial bid submitted by the H1 Bidder in case such H1 Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Bid of the H1 Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process. However, such actions are totally at the discretion of Authority and are not a matter of right for any bidder. Further details of the process to be followed by the terms thereof have been spelt out in the Bidding Documents

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

General Terms of bidding

A Bidder bidding shall not be entitled to submit another Bid for the same Project either individually or as a member of any other company, as the case maybe.

The Bidder should have their registered in India and having its all legal Documents. (GST, PAN, ITR, Experience certificates etc) registered in India.

Any Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney set out in Annexure C and/or Annexure D, as the case may be, is legalized/apostil led by the appropriate authority, and notarized in the jurisdiction where the Power of Attorney is being issued and requirements under the Indian Stamp Act, 1899 are duly fulfilled.

Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Contract Agreement shall have the meaning assigned thereto in the Contract Agreement.

Bidders are encouraged to submit their respective unconditional Bids after visiting the project site(s), office of the Authority, if necessary, and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

Bidders requiring any clarification on the Bidding Documents may send their queries to the Authority in writing / email before the date mentioned in the Schedule of Selection Process. The envelopes / email shall clearly bear the following identification and subject:

"QUERIES / REQUEST FOR ADDITIONAL INFORMATION CONCERNING REQUEST FOR
PROPOSAL FOR SELECTION OF AGENCY FOR PROCESSING AND DISPOSAL OF LEGACY MUNICIPAL
SOLID WASTE AT BALANGIR MUNICIPALITY DUMPSITE THROUGH BIO-MINING"

Address for communication:

Balangir Municipality, Balangir

Phone : 06652-232790

Email : bgrmc1972@gmail.com

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

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

The Technical Proposal shall be furnished as per formats provided in Appendix's & Annexure of this RFP. The Technical Proposal shall include the following:

APPENDIX I	:	Formats for Technical Proposals
ANNEXURE A	:	Letter comprising the Bid
ANNEXURE B	:	General Information of Bidder
ANNEXURE C	:	Power of Attorney for Signing of Bid with Board Resolution/ Charter Document in favor of Executants
ANNEXURE D	:	Bid Security
ANNEXURE E	:	Technical Capacity of Bidder
ANNEXURE F	:	Financial Capacity of Bidder
ANNEXURE G	:	Bid Checklist
ANNEXURE H	:	Format for submitting Remediation and Reclamation Plan for Materials recovered From the Dumpsite.
ANNEXURE I	:	Affidavit for non-blacklisting
ANNEXURE J	:	Local Office Declaration
APPENDIX II	:	Statement of Legal capacity
APPENDIX III	:	Format of Financial Bid
APPENDIX IV	:	Project Information Memorandum

The Financial Bid for the Project should be furnished as per the format set forth on the GEM portal, clearly indicating the Financial Bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be considered.

The Cost of processing of legacy waste has to be in accordance to the cost defined by Govt. of India in SWM 2.0 guideline.

The Financial Bid, shall be submitted Offline with all necessary document. The payment by the Authority to the Developer shall be as per the terms and conditions of this RFP and particularly subject to and in accordance with the terms contained in the Contract Agreement.

The Successful Bidder shall deposit a **EMD of 1,00,000**

/- (Rupees One Lakh) in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a FDR/Bank Guarantee or Third-Party Fixed Deposit, acceptable to the Authority, as per format set forth in Annexure E of Appendix-I.

The validity period of the Bank Guarantee or Third-Party Fixed Deposit shall not be less than 180 (one hundred and eighty) days from the Bid Due Date and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The EMD shall be refundable not later than 30 (Thirty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security as per the terms of the Contract Agreement

The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix- I, duly supported with a charter document or board resolution in favor of executants.

Any condition or qualification or any other stipulation contained in the Bid which is not complied with by the Bidder shall render the Bid liable to rejection as a non-responsive Bid.

All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and is not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal ("Damages"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof), have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital; of such Bidder, Member or Associate, as the case may be) to the other Bidder, its Member or Associate, is not more than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause(aa) above, where a person does not exercise control, over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder in any of the Projects; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- e) Such Bidder or any Associate thereof has a relationship with, another Bidder or any Associate thereof, directly or through common third parties, that puts either or both in a position to have access to each other's information about, or to influence the Bid of either or each other. or
- f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

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

A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Concessionaire, after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire, as the case may be, for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated prior to the Bid Due Date. Nor will this disqualification apply where such adviser is engaged after a period of three (3) years from the date of completion Project Term.

Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

While eligibility to Bid is open to persons/firms having registered GST, legal documents and office in India, the following provisions shall apply:

- a) where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its member (in case of a Consortium) is held by persons resident outside India or where a Bidder or its member is controlled by persons resident outside India or
- b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its member (in case of a Consortium);

then the eligibility of such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidden

The holding or acquisition of equity or control, as above, shall include direct or indirect- holding/ acquisition, including by transfer of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

While evaluating the Bids, regard will be paid to national defense and security considerations.

Offer received from any Bidder may be summarily rejected on national security consideration without any intimation thereof to the Bidder.

The Bidders will be obliged to protect the national interests like national security whenever necessary and required, and also honor priority orders of the Government of India, in this regard. The Bidders will also abide by the various statutory requirements on the protection of the environment, anti-pollution measures, safety, conservancy etc. and also abide by the directives issued by the Government of India from time to time.

Other Important instructions

- (i) The Bidders shall submit details of their Technical & Financial Bid in the given RFP templates of the Bid. The Financial Bid has to mandatorily be submitted offline before due date.
- (ii) Bidders must strictly abide by the stipulations set forth in notice inviting RFP.
- (iii) In case any bidder does not comply with procedure given above, the Bidder shall be disqualified from the Bid. Such defaulting Bidder may be de-listed without any notice for failing to abide by the strictly approved terms of notice inviting Proposals in response to the RFP.
- (iv) The Bids which are not accompanied by the Bid Security/EMD or proof of Bid Security or do not strictly follow the requirements set out in the Bidding Documents, are liable to be rejected summarily.
- (v) Bids which are subjective or dependent upon the quotations of another bidder shall be summarily rejected.
- (vi) The Bids of the bidders which do not satisfy the eligibility criteria i.e. (Technical Capacity and Financial Capacity in the RFP Document are liable to be rejected summarily without assigning any reason and no claim whatsoever on any account will be considered in such cases of rejection.

Eligibility of Bidders

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

- a) The Bidder shall be a single entity to implement the Project having registered GST, Legal Documents and Office in India.'- Joint Venture or Consortium of not more than 2 members is allowed. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity.
- b) A Bidder should either be a company incorporated under the Companies Act, 1956/2013, or a partnership firm, or a limited liability partnership; or a proprietorship under the applicable laws.

Minimum Eligibility Criteria

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

(A) Technical Capacity:

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder shall have to meet the following conditions:

The Bidder shall have successfully completed or undergoing projects of Bio-mining of legacy waste/ MSW Processing with Scientific technology in any Urban and Local Bodies in India. Experience in capping of dumpsite, sanitary land filling, Collection and Transportation, Hazardous waste management, Bio-medical waste management, Supply of machineries etc. shall not be considered.

The proof of such engagement shall be provided in the form of client’s Letter of Award. Part completion certificates. / Provisional Completion Certificates along with Agreement, Work Order will accept provided the Letter of Award is also attached clearly outlining the total order quantity or Project Value. Bidder shall also provide details of Scope of Work / Terms of Reference (ToR), date of start and completion/expected completion of assignment.

(B) Financial Capacity:

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

The Bidder shall have minimum average annual Turnover of Rs. 1 (One) Crores in last 3 (three) financial years. Sole Bidder/Lead Bidder shall have the desired turnover as on 31st March 2024. Certificate of Chartered Accountant with UDIN to be submitted.

The Bidder shall also provide documentary evidence by way of Statutory Auditor’s certificate and/ or Chartered Accountant’s certificate in support of its Financial Capacity.

Bidder must have positive net worth.

In the event that a Bidder submits a Bid for the Project and the Bidder does not meet the Minimum Eligibility Criteria (Technical or /and Financial Capacity) as described under Clause 2, the Bidder shall be disqualified, and the Technical and Financial Bid of such Bidder shall not be considered for evaluation.

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

- i. In case of a company: the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
- ii. In case of any other entity/body corporate: the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.

Cost of Bidding

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

Site visit and verification of information

1. Bidders are advised to submit their respective Bids after visiting the Dumpsite and ascertaining for themselves the quantity of Municipal Solid Waste/ other waste lying at the Dumpsite, site conditions, location, surroundings, weather, climate, applicable laws, applicable permits and regulations, and any other matter considered relevant by them
2. It shall be deemed that by submitting a Bid, the Bidder has:
 - a) made a complete and careful examination of the Bidding Documents;
 - b) received all relevant information requested from the Authority;
 - c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred in Clause;
 - d) satisfied itself about all matters, things and information including matters, referred in Clause here in above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
 - e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause. Here in above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement; and
 - f) Agreed to be bound by the undertakings provided by it under and in terms hereof.
3. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

Right to accept and to reject any or all Bids

1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
2. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

The Authority reserves the right to reject any Bid and appropriate the Bid Security if; at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture/Consortium. Then the entire Joint Venture / Consortium shall be disqualified/ rejected. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (a) choose the Selected Bidder in accordance with conditions of the RFP Document; or
- (b) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time, before signing of the Contract Agreement or after its execution and during the period of subsistence there of including the Contract thereby granted by the Authority, that one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Developer either by issue of the LoA or entering into of the Contract Agreement, and if the Bidder has already been issued the LoA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Developer, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B. DOCUMENTS

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued.

Invitation for Bids

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

Appendices I : Formats for Qualification Bid

Annexure A.	Letter comprising the bid
Annexure B.	General Information of bidder
Annexure C.	Power of attorney for signing of bid Annexure D. Performa of bank guarantee for bid security Annexure E. Technical capacity of bidder
Annexure F.	Financial capacity of bidder
Annexure D.	Bid checklist
Annexure H.	Format for submitting remediation and reclamation plan for materials recovered from dumpsite.
Annexure I.	Affidavit for Non-Blacklisting
Annexure J.	Local office declaration

II Statement of Legal Capacity

III. Format of Financial Bid

IV. Format of Letter of acceptance (LOA)

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

Clarifications

Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority by e-mail. They should send in their queries before the date mentioned in the schedule of Bidding Process.

The Authority shall endeavor to respond to the questions/ queries raised or clarifications sought by the Bidders but no later than 5 (Five) days prior to the Bid Due Date.

The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

Amendment of RFP

At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum (“Addendum”).

Any Addendum issued hereunder shall be uploaded on the Authority’s website www.balangirmunicipality.in through corrigendum and shall form an integral part of the Bidding documents. The relevant clauses of the Bidding Documents shall be treated as amended accordingly, in terms of corrigenda. It shall be sole responsibility of the Bidders to check the Authority’s official website from time to time for any such Addendum. The Authority shall not be responsible for any negligence on part of the Bidder

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

Format and Signing of Bid

The Bidder shall provide all the information sought under this RFP and submit the same as a part of its offline submission of Bid, as specified in this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Any and all conditional Bids shall be liable to be summarily rejected.

The Bidders shall submit the Qualification Bid, along with all the annexure thereto, by way of offline submission. The authorized signatory of the Bidder shall sign each page of the Bid in indelible blue ink. In case of the Bidder being a Consortium/Joint Venture, the Authorized Signatory of the Lead Member shall sign each page of the Bid in indelible blue ink.

The Bid shall be only submitted mandatory offline mode - "Information related to Price Bid of the Tender" and hard copies may be produced only against specific request by the Authority.

The Technical Bid submitted offline shall include the following:

- a. Acknowledgement of RFP Document and Notification of Intent to Submit Proposal as per APPENDIX-I
- b. Letter Comprising the Bid as per ANNEXURE A
- c. Bid Security / EMD payment acknowledgement
- d. Power of Attorney for signing the Bid as per the format at ANNEXURE C accompanied by the

- e. board resolution/charter document in favor of the executants;
If applicable, the Power of Attorney for Lead Member of Consortium as per the format at ANNEXURE D accompanied by the board resolution/charter document in favor of the executants;
- f. Copy of the Joint Bidding Agreement, in case of joint bidding, should be attached to the Bid (as per format provided in ANNEXURE F)
- g. Technical Capacity of Bidders as per the format provided in ANNEXURE G accompanied by all documents specified in this RFP for proof of Technical Capacity
- h. Financial Capacity of the Bidder as per ANNEXURE H accompanied by all necessary documents specified in this RFP evidencing proof of Financial Capacity
- i. Statement of Legal Capacity as per APPENDIX-I

Financial Bid shall be submitted offline based on the format set out in APPENDIX- III here to.

Financial Bid shall indicate the quoted Processing Fee per Metric Tonne of Legacy Waste brought into the Processing Plant, inclusive of all charges and taxes. For the avoidance of doubt, the Financial Bid shall only be submitted offline as per the provision of this RFP.

Bid Due Date and Time

Bids should be submitted before the time specified in the RFP Document on the Bid Due Date in the manner and form as detailed in this RFP.

The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum uniformly for all Bidders.

Late Bids

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

Contents of the Bid

The Technical Proposal for the Project shall be furnished in the formats provided under Appendix -I. The

Financial Proposal for the Project shall be furnished OFFLINE ONLY.

The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

Modifications/ Substitution/Withdrawal of Bids

The Bidder may modify, substitute or withdraw its Bid prior to the Bid Due Date. However, no Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

The Bidder may substitute or withdraw the Bid by sending a letter signed by the authorized signatory of the Bidder and addressed to the Authority.

The substitution or withdrawal notice will be prepared, sealed, marked, and delivered at the address of the Authority, with the envelopes being additionally • marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate. The letter shall be addressed to person and the address mentioned in the RFP Document.

If the Authority receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, and the hard copy of the Enclosures of Bid will be returned unopened.

If the Authority receives a withdrawal notice before the specified time on the Bid Due Date, then the Authority will return the Bid to such Bidder unopened.

Rejection of Bids

If any Bid received by the Authority is not submitted in accordance with this RFP, and/or not accompanied by the Bid Security, it may be summarily rejected.

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.

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

Validity of Bids

The Bids shall be valid for a period of not less than 90 (Ninety) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

Confidentiality

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

Correspondence with the Bidder

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

D. EMD

The Bidder can submit the EMD with Account payee shall be Demand Draft or Bank Guarantee Or FDR in favor of Executive Officer, Balangir Municipality issued by any Nationalized Bank.

EMD Will be exempted for Valid MSME companies as per Amendment 170(i) Dt: 25/07/2017.

The Authority shall not be liable to pay any interest on the EMD so made and the same shall be interest free.

The EMD of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.

The Selected Bidder(s) Bid Security will be returned, without any interest, upon the Bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder(s)' option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract Agreement.

The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.

The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other

right or remedy that may be available to the Authority under the Bidding Documents and/or the Contract Agreement, or otherwise, under the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- b. If a Bidder withdraws its Bid during the period of bid validity as specified in this RFP and as extended by the Bidder from time to time;
- c. In the case of Selected Bidder(s), if it fails within the specified time limit-
 - (i) to sign and return the duplicate copy of LoA;
 - (ii) to sign the Contract Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed thereof in the Contract Agreement;
- d. In case the Selected Bidder(s), having signed the Contract Agreement, commits any breach thereof prior to furnishing the Performance security.

The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned/refunded within a period of 90 (ninety) days from the date of intimating the rejection of the proposal by Authority to the Bidder.

3. EVALUATION OF BIDS

Opening and Evaluation of the bids

The Authority shall open the Technical Proposal at the time specified in the RFP document, on the Bid Due Date, at the place specified in the RFP document and in the presence of the Bidders who choose to attend. Technical Proposal of only those Bidders shall be opened who have submitted the Bid on or prior to the Bid Due Date.

The Authority will subsequently examine and evaluate the Technical Proposal in accordance with the provisions set out in this RFP document.

If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder under this RFP.

To facilitate evaluation of Technical Proposal, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Qualification Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought above within the prescribed time, its Bid may be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning' such interpretation of the Authority.

Tests of responsiveness

As a first step towards evaluation of Technical Proposals, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the prescribed format at Appendix - I (Annexure A to J);
- (b) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to what is mentioned in the RFP document;
- (c) it is accompanied by the Document Fee or the receipt of payment of Document Fee, as the case maybe
- (d) it is accompanied by the Bid Security;
- (e) it is accompanied by the Power(s) of Attorney as specified in and in the case of a Joint Venture/Consortium, it is accompanied additionally by the Power of Attorney as specified in the RFP document
- (f) it does not contain any condition or qualification;
- (g) it is accompanied by the Joint Bidding Agreement (only for Joint Venture/Consortium), specific to the Project, as stipulated in this RFP;
- (h) it contains all the information and documents (complete in all respects) as requested in this RFP and in the formats specified herein and
- (i) it is not non-responsive in terms hereof.

The Authority reserves the right to reject any Technical Proposal which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Technical Proposal. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid. The Bidders considered responsive as per the above terms, shall be evaluated further to assess and determine their Technical and Financial Score.

Opening and Evaluation of Technical and Financial Bids Technical Evaluation:

In the first stage, Technical Proposal will be evaluated for responsive check on the basis of Minimum Eligibility Criteria set out in Clause no.2. This is a pass/fail type evaluation and no marks in evaluation are awarded. In the second stage, the Technical Proposal will be evaluated on the basis of the scoring methodology as described below. Only those Bidders whose Technical Proposals get a score of 70 (Seventy) marks or more out of 100 (Hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their Technical Score(ST).

Technical Evaluation Score Card:

The scoring methodology against the Technical Proposal shall be as follows:

SL NO.	DESCRIPTION OF PARAMETERS	MARKS	MAXIMUM MARKS
1.	Bidder's must have avg. annual turnover in the last three financial years		10
	Above INR 1 Cr.	5	
	Above INR 2 Cr.	10	
Proof to be enclosed: Certified CA Certificate/Audit Statement			
2.	Capabilities		
	Number of Bio-mining projects the Bidder is currently operating or completed during the last ten years		10
	1 Projects	3	
	2 Projects	5	
	3 or More Projects	10	
Proof to be enclosed: Work Order/ Letter of Award by the Client on the Client's letter pad.			
3.	Experience		20
	Bidder's work experience in processing of legacy waste using Bio-mining technology/ Municipal Solid Waste processing anywhere in Odisha during the last three financial years.		
	Above 20,000 MT	10	
	Above 30,000 MT	20	
Proof to be enclosed: Work Order/Completion certificate obtained from the client.			
4.	Legal Documents		20
	Legal Documents (MSME, ISO Certifications, Govt Contractor License)		
	MSME Registration	5	
	GST Registration in the State at least one year old	5	
	Labour License at least one year old	5	
	Certifications in Quality Management System	5	
Proof to be enclosed: Registration Certificate			
5.	Approach and Methodology for the Project, Bio remediation and Reclamation Plan & Materials recovered from the dumpsite		40
TOTAL MARKS		100	100

Shortlisting of Bidders:

The bidders who scored at least 70 marks in the Technical Evaluation shall be shortlisted for financial evaluation.

Evaluation of Technical proposal:

The bidders who score more than 70 marks will be qualified for the Technical proposal evaluation. The technical score calculation will be based on the below formula.

BT: Bidder's Technical score

HT= Highest Technical Score

Technical Score (ST) = (Bidder's Technical score(BT) / Highest Technical Score(HT)) X 100

This will be calculated during Technical evaluation and all bidders respective score will be determined.

Evaluation of Financial Proposal:

The Financial Evaluation of the qualified bidders will be carried out in this stage. Each Financial Proposal will be assigned a financial score (SF).

For financial evaluation, the processing charges per Metric Ton as indicated in the financial proposal as per Appendix-III will be considered.

Authority will determine whether the Financial Proposal is complete, unqualified and unconditional. The fee indicated in the Financial Proposal shall be deemed as final and reflecting the unit cost of services. The lowest Financial Proposal (FM) will be given a financial scoring (SF) of 100 points, the financial scores of each proposal will be computed as follows:

FM = Lowest financial Proposal Amount

F = Bidders financial proposal amount.

SF = (Lowest Commercial Price(FM)/ Bidder's Commercial Price(F)) X 100

The Authority shall inform the venue and time of opening of the Financial Bids to the Qualified Bidders through email. The Authority shall open the Financial Bids of the Qualified Bidders only on scheduled date and time in the presence of the authorized representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Financial Bids quoted by the Technically Qualified Bidders. Thereafter, the Authority shall prepare a record of opening of Financial Bids.

Selection of Bidder

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 0.8 (Eighty percent) and 0.2 (Twenty percent) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposals. The relevant combined total score for each Bidder Proposals will finally be ranked according to their combined technical scores (ST) and financial (SF) scores as follows: $S = (0.80*ST + 0.20*SF)$ Where "S" is the combined score.

In case of QCBS, the lowest evaluation financial proposal (FM) will be given the maximum financial scoring (SF) and the other financial proposals will be computed as indicated in the Data sheet. Proposals will be ranked according to their combined technical (ST) and Financial (SF) scores using the weights (T=the weight given to the Technical Proposals; P=the weight given to the Financial Proposals; T+ P =1) indicated in the Data Sheet: $S = ST \times T\% + SF \times P\%$. The Firm/ Consultants achieving the highest combined technical and financial score will be invited for negotiations.

In the event that 2 (two) or more Bidders are determined, in terms hereof, as Successful Bidder (the "**Tie Bidders**"), then the Bidder offering the lowest Contract Price quote among them shall be the Selected Bidder; or in case the tie still persists in such second round, then the Tie Bidders will be provided, with an opportunity to provide fresh Financial Proposal in hard copy and the one with the lowest will be selected. Alternately, the authority may annul the bidding process and may invite fresh bids.

After selection, a Letter of Award (the "LoA") (format for which has been provided in Appendix -IV) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LoA, and 3 the next eligible Bidder may be considered.

After acknowledgement of the LoA as aforesaid by the Selected Bidder(s), it shall execute the Contract Agreement within the period prescribed in the RFP Document. The Selected Bidder shall not be entitled to seek any deviation in the Contract Agreement.

The second ranked bidder shall be kept in reserve and may be invited for as and when required.

Contacts during Bid Evaluation

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

4. FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LoA or the Contract Agreement, the Authority shall reject a Bid, withdraw the LoA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice' or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

Without prejudice to the rights of the Authority hereinabove and the rights and remedies which the Authority may have under the LoA or the Contract Agreement, if a Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Contract Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period, of 2 (two) years from the date such Bidder or Concessionaire, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case maybe.

For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
- b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

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

5. MISCELLANEOUS

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Balangir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time to;

- a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b) consult with any Bidder in order to receive clarification or further information;
- c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder or
- d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, present or future.

APPENDIX-I: FORMATS FOR TECHNICAL PROPOSAL
(to be submitted on the official letter head of the bidder)
ANNEXURE-A: LETTER COMPRISING THE BID

Dated:

To
The Executive Officer,
Balangir Municipality,
Balangir, Odisha.
Tel:
Fax:

Sub: “Bid for Selection of Agency for Bio- Mining of Legacy Municipal Solid Waste at Balangir Municipality Dump Site at Bijakhaman Site, Ward No-18, Balangir by Scientific approach”.

Dear Sir,

1. With reference to your RFP document dated _____/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project(s). The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the development, construction, operation and maintenance of the Project(s).
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject, our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents including any Addendum issued by the Authority;
 - b. I/We do not have any Conflict of Interest in accordance with Clause of the RFP;
 - c. i/We have not directly or indirectly, or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public- sector enterprise or any Authority, Central or State and
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Projects, without incurring any liability to the Bidders, in accordance with Clause of the RFP.
8. I/ We declare that we/ any Member of the Joint Venture/Consortium are/ is not a Member of any other Joint Venture/Consortium submitting a Bid for the Project.
9. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
10. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not

been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/ We further certify that no Director/ Partner/ Member/ Trustee of our Company/ Partnership/ LLP/i.e.A4Zs have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court.
12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP; we shall intimate the Authority of the same immediately.

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

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

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

18. The fee quoted, as specified in the Financial Bid, has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; Contract Agreement, our own estimates of costs, volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
19. I/We offer a EMD of Rs. _____/-(Rupees only) for the Project to the Authority in accordance with the RFP.
20. The EMD in the form of a Bank Guarantee/FDR/DD is attached.
21. I/We agree and understand that the Bid is subject to the provisions of the- Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project I Contract is not awarded to us or our Bid is not opened.
22. I/We agree and undertake to abide by all the terms and conditions of the RFP.
{ We, the Joint /Venture/Consortium agree and undertake to be jointly and severally liable for all the obligations of the Developer under the Contract Agreement till the Term of the Project in accordance with the Contract Agreement. }
23. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: _____ (Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name

seal of Bidder/Lead Member

ANNEXURE B: GENERAL INFORMATION OF BIDDER

1. Details of Bidder
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Department:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members of the Consortium.
 - (b) A copy of the Joint Bidding Agreement should be attached to the Bid
 - (c) Information regarding the role of each Member should be provided as per table below:

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

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

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

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

ANNEXURE C: POWER OF ATTORNEY FOR SIGNING OF BID

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

Know all men by these presents We.....(name of the firm and

.....(address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name).....son/daughter/wife of.....and presently residing at.....who is presently employed with us/the Lead' Member of our Consortium and holding the position of

..... as our true and lawful attorney (hereinafter referred to as the "Attorney")

to do in our name and on our behalf, all such acts, deeds and things as are necessary or required' in connection with or incidental to submission of our application for pre-qualification and submission of our bid for Selection of Agency for Processing and Disposal of Legacy Municipal Solid Waste at Dump Site through Bio Mining ("Project") proposed' or being developed by the Department including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Preapplications and other conferences and providing information/ responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Department in all matters in connection with or relating to or arising out Of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Balangir Municipality.

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

IN WITNESS WHEREOF WE,..... THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2024.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney) Notes:

ANNEXURE D: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

B.G No. Dated:

1. In consideration of you, the Balangir Municipality, having its office near Collectorate Main Road, Balangir having agreed to receive the Bid of [a company registered under provision of the Companies Act, 2013] and having its registered office at [and acting on behalf of its consortium] (herein after, referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Processing and Disposal of Legacy Municipal Solid Waste at Dump Site through Bio Mining on DBOO basis (here in after referred to as “the Project”). Pursuant to the RFP document dated 13/06/24 issued in respect of the Project and other related documents (hereinafter collectively referred to . as “Bidding Documents”), we [Name of the Bank] having our registered office atand one of its branches at (herein after referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and . compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Department an amount of as bid security (herein referred to as the “Bid Security”) encash able/ payable at any of our branches including our [insert branch address in.....] branch at..... as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Department stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Department is disputed by the Bidder or not merely on the first demand from the Department stating that the amount claimed is due to the Department by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. XXXX/- (Rupees XXXXXonly).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (One hundred Eighty days) from the Bid Due Date inclusive of a claim period of 45 (Forty Five) days or for such extended period as may be mutually agreed between the Department and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Department shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Department that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Department and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Department shall be entitled to treat the Bank as the principal debtor. The Department shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the

terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Department, and the Bank shall not be released from its liability under these presents by any exercise by the Department of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Department or any indulgence by the Department to the said Bidder or by any change in the constitution of the Department or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] at and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Department to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Department may have obtained from the said Bidder or any other person and which shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Department in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by Bank

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

(Signature of the Authorized Signatory)
(Official Seal)

ANNEXURE E: TECHNICAL CAPACITY OF BIDDER

Bidder/Member: [insert name]

Item	Particulars of the Project
Title of the Project	
Nature of the project	
Name of the Client with Address and Contact Numbers.	
Project capacity (in MT) & Approx. Project cost (INR)	
Date of commencement of project/ contract	
Date of completion.	
Present Status	Not Started/Ongoing/ Completed Aborted
Total Payment Received (as certified by CA)	
In case of Consortium, whether Lead Member OR Minor Partner	

Instructions:

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

ANNEXURE F: FINANCIAL CAPACITY OF THE BIDDER (In Rs. crore)
[To be submitted in this format and after certification by statutory auditor]

Bidder	(Name of the Bidder)				
FY	2021-22	2022-23	2023-24	TOTAL	AVERAGE
ANNUAL TURNOVER					

This is to certify that..... (Name of the Bidder) has received the payments and annual Turnover as shown above against the respective years

Name of the audit firm:

Membership Number:

Seal and Signature Date:

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and annual reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - a. Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. Be audited by a statutory auditor;
 - c. Be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. The Bidder shall provide a Statutory Auditor's certificate/Chartered Accountant certificate specifying the Turnover/ Net Worth of the Bidder and also specifying the methodology adopted for calculating such net worth.

ANNEXURE G: BID CHECKLIST

S.No	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix - I - ANNEXURE A);		
2	General Information of Bidder (Appendix - I - ANNEXURE B)		
3	Proof of Deposit of Bid Security.		
4	Joint Bidding Agreement (in case of Joint Venture/ Consortium) (Appendix -1);		
5	Technical Capacity of the Bidder (Appendix - I - ANNEXURE E);		
6	Financial Capacity of the Bidder (Appendix - I - ANNEXURE F);		

ANNEXURE H: FORMAT FOR SUBMITTING APPROACH AND METHODOLOGY FOR THE PROJECT. BIO- REMEDIATION AND RECLAMATION PLAN FOR MATERIALS RECOVERED FROM THE DUMPSITE

1. Previous experiences of the proposed technology/methodology/business model and issues faced therein
2. Detailed description of the proposed technology or methodology
3. Detailed Implementation Plan of the dumpsite along with a PERT chart
4. Detailed description of the proposed business model
5. Space required for processing equipment
6. Estimated time to be taken for complete remediation
7. Method proposed for processing of waste and utilization plan for components recovered:
 - Organic fraction
 - Combustible fraction
 - Inert fraction
 - Recyclables
 - Hazardous waste
8. Percentage of land reclaimable
9. Activities that can be taken up on remediated land and technical feasibility
10. Proposed solution for management of leachate and landfill gas
11. identified risks-technical, operational and environmental
12. Compliance with environmental norms and the Solid Waste Management Rules,2016

Note: All of the above details should be provided as elaborately as feasible and supported with engineering drawings (if applicable), manpower requirement, fuel, power requirement and explanation of time required for recovery and utilization of components.

Based on the above work requirement, the Bidder will provide details of plant, machinery and equipment proposed to be deployed in the works and their status (new or old).

The Bidder shall also provide a list of key personnel proposed to be deployed for the work with their curriculum vitae.

Note: The Bidder shall also be required to make a presentation to the Authority on the basis of the information provided under this Annexure J and the same shall be evaluated and scored as part of the Technical Evaluation.

ANNEXURE I: PROFORMA OF AFFIDAVIT FOR NON-BLACK LISTING

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the department then I/we shall be debarred for bidding in future forever. Also, if such information comes to the notice of department on any day before date of start of work, the Authority shall be free to cancel the agreement and to forfeit the entire amount of Bid Security /Performance Guarantee (notarized affidavit to be submitted at the time of submission of bid).

NOTE: Affidavit to be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-

ANNEXURE J: Declaration of Local Office after getting Work Order

I,.....Son / Daughter / Wife of, resident of..... do hereby certify that I have received a work order bearing the number and I hereby declare that I have a local office in the given address.....

Certified that the particulars given above are true and correct to the best of my knowledge.

Name: Signature:

Date

Office Seal

APPENDIX- II: STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

To
The Executive Officer,
Balangir Municipality,
Balangir, Odisha

Dear Sir:

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

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

Thanking you,

Yoursfaithfully,

(Signature, name and designation of the authorized signatory) For and

on behalf of.....

APPENDIX- III: FORMAT FOR FINANCIAL BID

[In Bidders letter head]

Date:

To
The Executive Officer,
Balangir Municipality,
Balangir, Odisha

Re: : Request for proposal for selection of Agency for Bio Mining of Legacy Waste of Balangir Municipality at site in Bijakhaman Site, Ward No-18, Balangir in scientific approach.

Dear Sir,

We are pleased to submit our Financial Bid for Processing and Disposal of Legacy Municipal Solid Waste at.....Dump Site through Bio Mining under DBOO (Design, Build, Own and Operate) structure.

SI No.	Description	Amount in Figures	Amount in Words	Amount Inclusive of GST in figure
01	Processing Fee per Metric Tons of Legacy Solid Waste brought into the Processing Facility, (inclusive of Processing, Local Transportation of Aggregates and Disposal as per rules)			
02	Transportation charges per metric Tons of Aggregates and disposal as per rules with in 250 km range. (Payment will be made against received receipt from cement plant or waste to to energy plant)			
03	40 Ton Capacity Weighing bridge.			

1. The Financial Proposal is inclusive of all out-of-pocket expenses which may be incurred towards travel, accommodation, documentation and communication, during the period of assignment.
2. In case of difference in amount quoted in figures and words, the value in words shall be considered for evaluation.
3. The breakup of expenses shall be provided by-bidder.
4. The Financial Proposal is inclusive of all applicable taxes i.e. income tax, professional tax, education cess if any).
5. Any changes in the GST rates applicable will be adjusted accordingly.

In witness thereof, I/we submit this Financial Bid under and in accordance with the terms of the RFP documentno

Yours faithfully
Authorized signatory (Name
& seal of
the bidder)

Date:
Place:

APPENDIX-IV PROJECT INFORMATION MEMORANDUM

(Contract Agreement will also be drafted in the same format)

Objective of the proposed project is

1. Scope of Work:

The Scope of the work for the project will broadly include: -

The Contractor shall be responsible for removal of legacy waste dumped in the Balangir Municipality dumping yard through bio-mining process on Design, Build, Own and Operate (DBOO) concept in Balangir Municipality in accordance with Solid Waste Management Rules 2016 (SWM Rules 2016), CPCB Guidelines for Legacy Waste Management 2019 and other applicable rules & norms as amended from time to time.

2. Responsibilities of the Contractor

- a) The Contractor shall be responsible for disposing non-conforming wastes, pre-processing rejects and post processing residues such as ferrous, non-ferrous, glasses, etc.,
- b) The Contractor should process the legacy waste on daily basis and the final archive should not be kept more than thirty days within the premises.
- c) Concept use to process and dispose the legacy waste dumped down the site by adopting scientific disposal method The Project for Operating Municipal Solid Waste Management Processing Facility for Conversion of MSW into final useful products with Zero Residue at the end of the process with no land filing.
- d) The Contractor has to process not less than 300 Tons per day which will be measured by means of weighment by Engineer-in-Charge before processing it. The total quantity of legacy waste should be removed and the dump site has to be reclaimed within 3 months period.
- e) The Contractor shall be responsible for obtaining all Statutory Clearances, Permission, Licenses, and Authorizations Necessary for the Project at their Cost and Municipality will provide the coordination accordingly.
- f) The Contractor should follow the SWM Rules 2016, CPCB guideline, NGT orders issued and amended from time to time and norms of relevant departments during operation and maintenance of processing facility developed also during modification of processing technology of the project based on the useful end product targeted for implementation and operation of the project.
- g) The Contractor should ensure that all the aspects of project and process employed, in the construction, operation and maintenance thereof shall confirm with the laws pertaining to environment, health and safety aspects including rules such as SWM Rules 2016, policies and guidelines and amended from time to time related thereto. The aspects relating to employee and worker safety, contra! mechanisms of litter, pest, tire, surface runoffs etc, needs to be followed.
- h) The Contractor will not handover all the assets and machines in connection to this project at the end of the project period to the board.
- i) Clear timelines have to be enclosed for each activity from statutory approvals, trial commissioning, operation and billing schedule.
- j) Processing plant/Treatment plant shall be operated and maintained by the Contractor by fulfilling all the statutory provisions and the cost of design, built, installation, operation, maintenance in this' plant shall be borne by the bidder at his/her own cost.
- k) Contractor will not be permitted to use the municipal land at any point of time of contract to mortgage (or) to be used as a security for mobilizing finance for this purpose (or) any other purpose.
- l) Contractor shall carryout topography survey to determine initial level before starting of work in presence on client's representative and / TPI and give volume/ quantity sheet after determining proposed bottom level. Contractor shall also carry out topography survey at the end of/ completion of project with final quantity, volume of waste disposed. If any penalty is imposed by and authority for improper, illegal handling, disposal of waste at biomining/bio remediation site the same will be recovered from contractor

3. Responsibilities of the Authority/Bidder

- a. Authority will provide the vacant land with natural ground level within the Dumping yard spanning a minimum of 2 acres to the Contractor for setting up plant and machineries.
- b. Authority will hand over the site to the selected bidder in terms of processing the solid waste to convert into useful end product with zero residues without land filling for a **period of Three months** from the date of agreement. If there is excess quantity of waste is available, the contract period will be extended based on the

needs.

- c. Authority will give recommendation letter to obtain the permission from the Odisha Pollution Control Board or from any other authorities (related to & confined to project's scope of work) as and when needed without financial or any other obligation.
- d. Authority will provide the actual land available and facilitate other filed required assistance till the time of completion of project period.
- e. At any point of time the current generated Municipal Solid Waste should not be mixed with the legacy waste.
- f. Authority will provide necessary electric connection as per requirement.

4. Work Plan:

The proposed work involves selection and engagement of an interested and capable bidder for excavating the compact mixed garbage dumped over many years which underwent partial biological degradation, by using suitable Mechanical excavators, stabilizing the biodegradable wastes by in-situ windrow Dumping and use of appropriate mechanical screens to sieve the excavated and processed materials into recoverable fractions such as recyclables (metal and glass), fine fraction (soil/Dumping), coarse fractions (incinerable such as plastics, textile, tyres, rubber etc.) inserts (stone, bricks, construction debris), hazardous wastes (batteries, containers of toxic materials, tube lights etc.) and any other type of wastes if any, in the assigned land areas on Design, Build, Own and Operate (DBOO) concept so as to retrieve and recover materials by segregating and diverting for recycling the excavated materials and safe disposal of residues at approved disposal facilities. It will involve:

- a. Procuring machineries and other relevant equipment for excavation, turning and screening of wastes, belt conveyers, vehicles etc.
- b. Ensuring the availability of adequate electrical power to operate all the required machineries.
- c. Procuring the manpower for segregating process while the waste passing through the conveyors, loading, unloading, supervision, monitor the entire process, volume accessing, maintaining the records including watchman, electrician, mechanic, etc.
- d. Protecting the worksite from the vicinity of general public by providing temporary fencing only for the project site.
- e. Accessing the anticipated quantity of the stone, debris, enriched soil, recyclable waste, RDF etc. accordingly.
- f. Sailing/Disposing off all recovered materials and residues responsibly to the tune of 100% so as to achieve zero rejects which means none of the wastes are considered as dumped back at the site.

It is expected that 300 TPD of garbage has to be removed daily from the existing dump of solid waste, by installing the required excavators, trammel/ Terex, hopper, shredder and the conveyor belt to segregate the recoverable fractions such as recyclables (metal and glass), fine fraction (soil/Dumping), coarse fractions (incinerable such as plastic, textile, tyre, rubber etc.) inserts (stone, bricks, construction debris), hazardous wastes (batteries, containers of toxic materials, tube lights etc.) and any other types of wastes if any. The recyclables to be sold out to authorized scrap dealers. The incinerable may be used as refuse derived fuel in the nearby waste to energy plant or cement plant.

The Contractor will segregate any Hazardous waste [as defined in Hazardous Waste Management Rules, 2016] if existing inside the site and separately earmarked. Bidder shall manage the same in accordance with Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008 or amendments thereafter. The inert fraction may be disposed by filling low lying areas, road embankment etc. The fine fraction to be tested for compliance to Dumping standards and used as Dumping or soil covers for landfills.

5. Handover of Site

Authority shall handover the site to the Contractor within thirty days from the signing of the agreement, on "as is-where-is basis", peaceful physical possession of the site free from Encumbrance, for the purpose of implementing the Project. Upon the site being handed over, the Contractor shall have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, development and improvements in the site as may be necessary or appropriate to implement the project and provide the Project Facilities in accordance with the provisions of this Agreement.

However, in such an instance where initial land required for setting up of plant and machinery is not readily available, then the Handover Date would be the date when Authority hands over such a land to the Contractor. It is understood that the Contractor can start the Erection of Processing Plant only after the Handover of site

is completed.

6. Environmental Standards: -

- (i) Bidder has to follow the Environmental Standards as mentioned below
 - a. Air Quality Monitoring: As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - b. Noise Monitoring - As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
 - c. Leachate Treatment - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - e. Water Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
 - f. Aggregate Disposal- As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site.

7. Special conditions: -

- a. There will be no lease of land to the Contractor. He will only set up the plant on Authority's land for scientifically treating the garbage and operate it without any interest in land whatsoever. However, Authority will provide necessary assistance to lenders/bankers/financial institutions funding the project in terms of granting right to entry if there is a need. Such right of entry' however will be restricted to the plant and machinery set up by the Contractor and will under no circumstances be extended to the land. As specified above, there will be no lease of land to the Contractor and hence the question of creation of encumbrances on the land does not arise.
- b. The Contractor should familiarize themselves with the site conditions, and also carry out necessary site visits, surveys, studies / testing, analysis of the existing MSW with due diligence at their own cost prior to the RFP. Bidders will be allowed to take bores at site to ascertain density at different levels and to carry out analysis of strata. All the data/information/maps provided in the RFP are indicative only. Contractor shall not bring any dispute regarding any data provided in the RFP, variation in quantity and characteristics of MSW as he is expected to do his own studies.
- c. Documentary evidence shall be provided for technical evaluation and all documents & technical proposal submitted shall be part of contract. The same plan shall be adhered for implementation. No change in the plan is allowed without the approval of the Authority.
- d. All the plant design, equipment submitted in technical proposal should, be reflected in the financial proposal. If any discrepancy is observed in the financial proposal with rate analysis and is not justified satisfactorily by the Contractor, the RFP shall be rejected.
- e. Contractor should note that the services under the Project will come under The Essential Services Maintenance Act 1981 and Contractor will be allowed to stop the work on only 3 National Holidays (26th January, 15th August and 2nd October).
- f. The Authority would indemnify and will hold the contractor and its employees, officers, directors and agents harmless from all losses, claims, suits, actions, liabilities, obligations, costs and expenses which they may suffer from any environmental issues that would have caused due to dumping waste before the project has been started including underground water, soil contamination etc. among others.

8. Water and Electricity:

- a) Arrangement of water and electricity required for the project will be the assisted by the Municipal Authority.
- b) The Municipal Authority shall provide the electricity and water connection up to the site gate only.
- c) If any challenges in providing electricity due to geographic challenges, Authority will arrange a DG and will provide electricity, fuel charges.
- d) Further extension of connection with the desired load and metering inside the facility and payment of the utilization bill shall be under the scope of Contractor.
- e) The Contractor may disclose their, requirement in the RFP itself, so that accordingly the Municipal Authority shall arrange the water and electricity 'connection up to the gate.

- f) However, the cost of usage will be paid by the Concessionaire as per actual based on appropriate meter readings from the meters installed.

9. Management of the project and methodology required to be adopted for handling existing solid waste at Balangir Municipality Dumpsite shall include the following:-

1. The Contractor should ensure regulated and continuous removal of waste from dump site with utmost safety and under standard hygienic conditions.
2. The waste removed from the dump sites is to be safely transferred to the treatment facility erected at the site. The Bidder will prepare a layout clearly showing the area required for treatment of the garbage along with allied activities.
3. The treatment plant should be provided with necessary infrastructure like security and access control/s, camera monitoring and recording features etc. by the Bidder.
4. A separate first aid facility will be provided at the treatment plant within 100 mts. of the treatment facility.
5. Contractor may plan work in three shifts.
6. The hardware and technology adopted may include but not limited to the following:
 - i. Size reduction machineries.
 - ii. Magnetic separator for ferrous metals & scraps if required.
 - iii. Size reduction Screening.
 - iv. Effective segregation of non-biodegradables mass like plastics materials (construction / demolition waste), etc.
 - v. Collection of bio degradable and organic matter followed by scientific processing.
 - vi. Transfer and disposal of metal scrap and other recyclable like glass and plastics to primary producer industry either directly or through approved vendors /Bidders.
 - vii. By products from such processing like recyclables, RDF will be the property of the Bidder.
 - Viii. The Contractor has to ensure that the aggregates that are segregated will be cleared from the dump site within 30 days from the date of segregation of the same.
 - viii. Deploying of all requisite inputs viz., MSW collection & handling equipment and vehicles, conveyors, JCB, dumpers etc. will be Bidder's responsibility.
 - ix. The plant and machineries necessary' for each of the above steps will be part of the proposal submitted to Authority for approval.
 - x. The Contractor will ensure that the land will be cleared to the ground level (which will be determined based on the level of access road to the dumping, ground). If any waste is found below the ground level, the Bidder at his discretion can accept to go ahead with the bio-mining upon mutual consent.
 - xi. The plan proposed should be comprehensive in terms of providing a source to end solution.

10. Provision for building ancillary facilities:

In case Contractor are required to set up ancillary facilities at site like Fuel storage, DG set etc., Authority may assist the Contractor in getting the same installed at site for period of contract only. However, the necessary permissions required are to be obtained by Bidder at his cost. All handling of explosives, including storage, transport shall be carried out under the rules approved by the "Explosives Department of the Government".

11. Mobilizations Construction period and commencement of the project:-

Construction and erection of the plant and creation of other allied facilities should be completed within 6 months from the receipt of LOA/work order. This will include the mobilization period and time period required for getting necessary statutory clearances/permissions. After completion of construction and erection of the plant, operation of the plant shall commence which will be considered as Commercial Operation Date (COD) of the project.

12. Dumping of fresh MSW:-

All Fresh MSW will be dumped in the site only at designated locations based on discussions and plan layout discussed between the Contractor and Authority. Bidder will not be forced to process fresh waste as and when it is dumped. However, it would be a prerogative of the Bidder to accept processing of fresh waste if

they feel it has considerably decomposed and can be called as legacy waste at the end of the contract period or any time deemed fit. Such a quantity can be further deemed as a part of this Contract quantity.

13. Contract Period-

Contract period will be 3 months from the date of Handover of site to dispose of existing MSW from the Dumpsite through scientific processing. Thereafter the Municipal Authority will have an option to increase the scope & time period by 6 months at a time & not exceeding 1 years.

14. Terms of Payment

Payment will be made on the basis of weighment/ of waste to the processed in the plant set up by the Contractor for the purpose of this project. Payment will be released after ensuring that waste is processed as per the applicable rules in force and removed from the site for further disposal.

15. Bill submission

The Concessionaire has to submit the monthly bill for the work carried out within 15 days for the previous month. Along with daily record of weighbridge, certificate/undertaking of safe disposal of recovered, recyclable material, bio soil, inert , CCTV recording, disposal certificate for RDF from cement plant/ waste to energy plant .

16. Mobilization Advance

Mobilization advance shall be given maximum to 20% of the contract value against the bank guarantee/Installation of Plant & Machineries at site as follows:

- a) Authority will make advance to the Contractor for the works in two installments.
- b) The first installment shall be equal to 50 (Fifty) percentage. The payment of the first installment of advance shall be due after execution of the form of agreement by the parties thereto. The first installment of advance shall be paid to the Contractor within 15 days. Payment of second installment of the mobilization advance up to 50 (fifty) percentage will be due within a period of 15 days from erection of plant and machinery at the site. After certification by the Engineer In-charge that the preliminary works are completed satisfactorily, the second installment will be released after the Concessionaire submits the Bank Guarantee/Report from Engineer In-charge in terms of erection of plant and machinery at the site.
- c) The Mobilization Advance should be valid till the full recovery advance is made. The Contractor shall use the advance payment, only towards expenses for plant and machinery, preliminary site establishments works, and to meet expenses required specifically to carry out the works.

17. Recovery of Advance

Recovery of advance paid against it aforesaid, shall be recovered by the Municipal Authority from each monthly running bill payment due to Concessionaire on pro-rata basis at the rate of 25%, so that all sums shall be fully recovered by the time of completion 100% scope of work as per contract. If the amount payable under any interim bill is not sufficient to cover all deductions to be made on this account and other sums deductible there from the balance outstanding shall be deducted from subsequent bills as may be necessary

Conclusion

The legacy waste of the Balangir Municipality is proposed to be processed as per the guidelines of the NGT and CPCB, Ministry of Housing and Urban Affairs, Pollution Control Board of Odisha and Orders of Honorable NGT.

The practice and procedure vogue in major cities of India is considered for preparation of the project. It will reduce the environmental hazards of air, water and soil in the vicinity of the dumping ground after successful completion of the project.

