



REQUEST FOR PROPOSAL

FOR

Selection of Contractor

for —

**The Work of “Scientific Dumpsite Land Reclamation through
Bio-mining, Resource Recovery and
Scientific Rejects Disposal for Dumpsite at Deesa Nagarpalika Dump Site”**

**FOR, DHAVAL ENGINEERS
(CONSULTANT)**

**Sanitary Inspector
Deesa Nagarpalika**

**Chief Officer
Deesa Nagarpalika**

RFP for The Work of "Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery & Scientific Rejects Disposal for Dumpsite at Deesa Nagarpalika Dump Site"

VOLUME I: Request for Proposal (RFP) Document





DISCLAIMER

The information contained in this Request for Proposal (RFP) has been prepared solely to assist prospective Bidders in making their decision of whether or not to submit a bid. The Deesa Nagarpalika Dump Site (herein after referred to as "the Authority" in this Bid Document) does not purport this information to be all-inclusive or to contain all the information that a prospective Bidder may need to consider in order to submit a proposal. The designs, drawings, technical data and any other information provided in this RFP is only indicative and neither the Authority nor its employees, officers nor its consultants will make or will be deemed to have made any current or future representation, promise or warranty, express or implied as to the accuracy, reliability or completeness of the information contained herein or in any document or information, whether written or oral, made available to a Bidder, whether or not the aforesaid parties know or should have known of any errors or omissions or were responsible for its inclusion in or omission from this RFP.

Neither the Authority or its employees or consultants make any claim or give any assurance as to the accuracy or completeness of the information provided in this RFP Document. Interested parties are advised to carry out their own investigations and analysis of any information contained or referred to herein or made available at any stage in the bidding process in relation to the Project.

This RFP Document is provided for information purposes only and upon the express understanding that such parties will use it only for the purpose set forth above. It does not purport to be all-inclusive or contain all the information about the Projects in relation to which it is being issued.

The information and statements made in this RFP document have been made in good faith. Interested parties should rely on their own judgments in participating in the said Project. Any liability is accordingly expressly disclaimed even if any loss or damage is caused by any act or omission on part of the aforesaid, whether negligent or otherwise.

This RFP Document has not been filed, registered or approved in any jurisdiction. Recipients of this document should inform themselves of and observe any applicable legal requirements.

the Authority makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

The Authority reserves the right to modify, suspend, change or supplement this RFP. Any change to the RFP will be notified to all the Bidders to whom the RFP is issued. No part of this RFP and no part of any subsequent correspondence by the Authority, its employees, officers or its consultants shall be taken as providing legal, financial or other advice nor as establishing a contract or contractual obligation. Contractual obligations would arise only if and when definitive agreements have been approved and executed by the appropriate parties having the authority to enter into and approve such agreements. The Authority reserves the right to reject all or any of the Bids submitted in response to this RFP at any stage without assigning any reasons whatsoever.

Bidders are responsible for all costs incurred by them when evaluating and responding to this document and any negotiation costs incurred by the recipient thereafter. The Authority may in its sole discretion proceed in the manner it deems appropriate which may include deviation from its expected evaluation process, the waiver of any requirements, and the request for additional information. Unsuccessful Bidders will have no claim whatsoever against the Authority nor its employees, officers nor its consultants.



RFIP for The Work of "Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery & Scientific Rejects Disposal for Dumpsite at Deesa Nagarpalika Dump Site"

Key Dates

Event	Date	Time	Web-Link/Venue
Start of Bid Download	25/06/2026	15:00 pm	https://tender.nprocure.com/
Pre-Bid Meeting	07/07/2026	12.00 pm	Deesa Nagarpalika Office Indira Gandhi Bhavan Dist.Banaskantha, Gujarat-385535
End Date of Online Bid Submission	16/07/2026	18:00 pm	Online Submission (Technical and Financial Bid): https://tender.nprocure.com/
End Date of Physical Bid Submission	21/07/2026	18.00 pm	Chief Officer Deesa nagarpalika Indira Gandhi Bhavan Dist.Banaskantha, Gujarat-385535
Technical Bid Opening	22/07/2026	11:00 am	Deesa Nagarpalika
Financial Bid Opening	22/07/2026	11:00 am	Deesa Nagarpalika

II. Bid Data Sheet

A.

Tender Notice Number	23/2026-27
Date of Issue	25/06/2026
Tender Inviting Authority	The Deesa Nagarpalika
Web-link	https://tender.nprocure.com/

B.

Particulars	Data
Estimated Cost of the Work	INR Rs. 1,22,32,400.00/-
Period of Completion	6 Months
Cost of Bid Document	INR 15000/- paid in the form of DD/FDR and non-refundable
EMD	INR 3,67,000/- paid in the form of DD/FDR (3% of total project cost to be paid online only)
Bid Validity Period	180 Days from the due date of Bidding
Eligible Bidder for Bidding	Individual Bidder Only (Joint venture allowed , limited to two members)
Method of Selection	LCS Method
Method of Bid Submission	Online Submission only- Technical & Financial Bid Physical Submission - Technical Bid
Performance Security	[5 % of Contract Value a) Performance Security: 5% of the contract value in the form of bank Guarantee/DD/FDR]
Defect Liability Period (DLP)	Six months after completion of works

FOR, DHAVAL ENGINEERS
(CONSULTANT)

Sanitary Inspector
Deesa Nagarpalika

Chief Officer
Deesa Nagarpalika

RFP for The Work of "Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery & Scientific Rejects Disposal for Dumpsite at Deesa Nagarpalika Dump Site"



- III. All the correspondence should be in written, the written correspondence may be sent through email, fax or letter. All the communication and the bid submission should be addressed to the undersigned on the address below:

To,
The Chief Officer
Deesa Nagarpalika Dump Site Nagarpalika
Indira Gandhi Bhavan, Deesa

Mail ID: np_deesa@yahoo.co.in



Table of Contents

1. Introduction	13
1.1. Background.....	13
1.2. Project Objective	13
1.3. Brief details of Sites for Bioremediation & Biomining of Legacy Waste	13
1.4. Current Tender.....	14
1.5. Objective of the Bid Document	14
2. Instruction to Bidder	14
2.1. Scope of Bid	14
2.2. Eligible Bidder.....	15
2.3. Pre-Qualification Criteria	15
2.4. Additional condition for Pre-Qualification.....	18
2.5. One bid per Bidder	19
2.6. Cost of Bidding.....	19
2.7. Site Visit and verification of Information.....	19
2.8. Pre-Bid Meeting	20
2.9. Amendment in the Bidding Document	20
2.10. Conflict of Interest.....	20
3. Preparation of Bids	21
3.1. Procedure for Participation in e-Tendering	21
3.2. Bid Validity Period.....	22
3.3. Bid Document Fees	22
3.4. Earnest Money Deposit	22
3.5. Technical Proposal	23
3.6. Financial Proposal	23
3.7. Documents Comprising the Bid.....	24
3.8. Language of Bid	24
4. Submission of Bids.....	24
4.1. Online submission of Bids.....	24
4.2. DELETED	24
4.3. Bid Due Date	24
4.4. Withdrawal, Substitution and Modification of Bids.....	24
5. Bid Opening and Evaluation.....	25
5.1. Procedure for Bid opening and Evaluation.....	25



5.2.	Clarifications	25
5.3.	Confidentiality	25
5.4.	Proposal Evaluation	26
5.5.	Successful Bidder	27
5.6.	Award of Contract	27
5.7.	Performance Security	27
5.8.	Signing of Contract Agreement	28
5.9.	Fraud and Corrupt Practices	28
6.	Scope of Work	30
7.	Payment Schedule	36
7.1.	Payment terms	36
7.2.	Liquidated Damage	41
7.3.	Penalty for Non-Compliance	41
8.	Miscellaneous	42
	Forms for Technical Bid Submission	43
	Form 1: Letter Comprising the Bid cum undertaking	44
	Form 2: Format for Description of Bidder	47
	Form 3: Power of Attorney for Signing of Bid	48
	Form 4: Deleted	49
	Form 5: Deleted	50
	Form 6: Form for Financial Pre-Qualification	51
	Form 7: Format for Banker's Certificate	52
	Form 8: Format for summary of Technical Pre-Qualification	53
	Form 8(A): Details of Projects eligible for Technical Pre-Qualification	54
	Form 9: Format for Submitting Dumpsite Reclamation and Gas/ Leachate Management Plan	55
	Form 9 (A): Format for Providing Details of Machinery to be Deployed for the Project	56
	Form 9 (B): Details of Key Personnel to be deployed for the Project	57
	Form 10: Format for Providing Environment, Health and Safety Management Plan	58
	Form 11: SITE VISIT CERTIFICATE	59
	Form 12: Format for affidavit- Declaration of Non-Blacklisting	60
	Form 13: Format for Letter of Acceptance (LoA)	61
	Form 14: Format for Performance Bank Guarantee	62
	Form 15: Format for Retention Security Deposit Bank Guarantee (SBG)	63
	Form 16: Format of Financial Bid	64
	Appendix-1- Tentative flow chart for Bioremediation and Biomining	65



Appendix-2- Minimum Plant & Machineries to be deployed for work.....	66
Appendix-3- Guidelines, Rules to follow	67
Volume II- Draft Contract Agreement Format	68
Volume III- Conditions of Contract.....	94
Conditions of Contract	96
A. General Conditions of Contract (GCC)	96
1. Definitions	96
2. Interpretations.....	97
3. Documents Forming Part of Contract:.....	97
4. Language and Law.....	97
5. Communications.....	98
6. Engineer's Decisions.....	98
7. Subcontracting	98
8. Personnel	98
9. Force Majeure.....	98
10. Contractor's Risks	99
11. Safety	99
12. Liability for Accidents to Person.....	99
13. Contractor to Complete the Works.....	99
14. Discoveries	100
15. Arbitration and Dispute Resolution System	100
16. Approval by the Engineer.....	100
17. Time Frame for completion of works.....	100
18. Extension of Time	101
19. Liquidated Damages	101
20. Contract amount	101
21. Quality Control.....	101
22. Termination of Contract	102
23. Payment upon Termination	103
24. Performance Security	103
25. Payment of contract Amount.....	103
26. Completion Certificate	104
B. Special Conditions of Contract (SCC).....	105



1. Role of Parties to the Contract.....	105
2. Compliance to Law, Government Resolutions, Rules and Regulations.....	106
Annexure I: Provisional Completion Certificate	108
Annexure II: Final Completion Certificate.....	109



1.

Introduction

Background

The Swachh Bharat Mission–Urban (SBM-U) is a flagship initiative of the Government of India aimed at realizing the vision of a Clean India. In alignment with the objectives of SBM-U, the Deesa Nagarpalika Dump Site has undertaken initiatives to strengthen the entire Municipal Solid Waste Management (MSWM) system within the nagarpalika area. These efforts are directed towards ensuring compliance with the Solid Waste Management Rules, 2026, achieving the prescribed Service Level Benchmarks (SLBs) of the Government of India, and fulfilling the overarching goals of the Swachh Bharat Mission.


1.2. Project Objective

To achieve the objectives of SBM 2.0 (Urban), the Deesa Nagarpalika Dump Site, through the proposed project, aims to reclaim land from the existing dumpsite by adopting the process of bio-mining.

1.3. Brief details of Sites for Bioremediation & Biomining of Legacy Waste

Sr. No.	Description	Total Quantity of legacy waste in MT	Total Estimated project Cost in Rupees
	A	B	C
1	Deesa Nagarpalika Dump Site Dumpsite	30581.00	Rs. 1,22,32,400.00/-


FOR, DHAVAL ENGINEERS
(CONSULTANT)


Sanitary Inspector
Deesa Nagarpalika


Chief Officer
Deesa Nagarpalika



1.4. Current Tender

The Deesa Nagarpalika Dump Site (herein after referred to as "the Authority" in this Bid Document) is seeking proposals from eligible Bidders to undertake the works required for Scientific dumpsite reclamation through Bio-mining of legacy waste/un-processed municipal solid waste by excavation of complete mixed MSW from the dumpsite which underwent biological and physical degradation, resource recovery by using suitable mechanical sieving machine or any other suitable equipment/method, segregating, sorting, retrieving recoverable materials, storing, selling, diverting for recycling, dumpsite land reclamation, development of disposal facility and scientific residual Solid Waste disposal in disposal facility dumpsite during contract period and handover of reclaimed land and disposal facility to the Deesa Nagarpalika Dump Site at the end of contract period.

1.5. Objective of the Bid Document

This Bid Document is structured to provide prospective Bidders with sufficient information on which to prepare a Proposal and is organized in the following manner:

Volume I: Request for Proposal Document

Introduction

Instruction to Bidders

Preparation of Bid

Submission of Bid

Bid Opening and Evaluation

Scope of Project

Payment Schedule

Miscellaneous

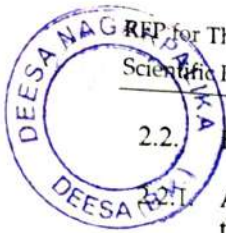
Volume II: Draft Contract Agreement

Volume III: Conditions of Contract

2. Instruction to Bidder

2.1. Scope of Bid

- 2.1.1. The Authority invites bids for the execution of works (herein after referred to as "the works") detailed in this Bid Document.
- 2.1.2. The successful bidder will be expected to complete the works by the intended completion date specified the bid data sheet of this RFP document.



2.2. Eligible Bidder

A Bidder may be a natural person, private entity, government-owned entity or any combination of them with a formal intent to enter into an agreement. For an applicant/bidder can submit the Bid individually only.

2.2.2. The bidder(s) can submit their Bid individually, it shall, comply with the following additional requirements:

- i) Deleted
- ii) Deleted.
- iii) Deleted

2.3. Pre-Qualification Criteria

2.3.1. Technical & Financial Capacity

Sr. No.	Pre-Qualification Criteria	Supporting documents
Technical Capacity: For demonstrating technical capacity ("the technical capacity"), the bidder has to comply with the following conditions		
PQ-1	<p>Past Experience:</p> <p>The Bidder should have handled, during preceding seven financial years (i.e., 2019-20 to 2025-26) prior to the due date of this bid submission, following works:</p> <ul style="list-style-type: none">(a) One completed / Ongoing work-related to Scientific Dumpsite Reclamation/ Bio-mining of legacy Waste dump site of India having quantity not less than 80% of the Project Capacity (IN MT)(b) Two completed / Ongoing work-related to Scientific Dumpsite Reclamation/ Bio-mining of legacy Waste dump site of India having quantity not less than 50% of the Project Capacity (IN MT)(c) Three completed/Ongoing work-related to Scientific Dumpsite Reclamation/ Bio-mining of legacy Waste dump site of India having quantity not less than 40% of the Project Capacity (IN MT)	<ul style="list-style-type: none">a. Duly Filled Form 8 and 8(A)b. Attested copies of Work Orders/Agreement <p>AND</p> <p>Completion Certificates for each project. Work orders/ testimonials will be verified if required.</p> <p>OR</p> <p>Substantially Completed Certificate (for ongoing projects) from the client</p>
<p>Note:</p> <ul style="list-style-type: none">(i) In case an eligible project for accessing "the technical capacity" has been jointly executed by the Bidder (as part of a consortium), then the entity claiming such eligibility should satisfy both of below conditions:<ul style="list-style-type: none">• Have held minimum 51% share in the project for which the experience is being claimed. The claiming entity shall produce proof of percentage shareholding in the project for which experience is being claimed.		

FOR, DHAVAL ENGINEERS
(CONSULTANT)

15
Sanitary Inspector
Deesa Nagarpalika

Chief Officer
Deesa Nagarpalika



- The project shall be qualified as 'eligible project' for "the technical capacity only if the percentage shareholding in the project multiplied with the total project capacity is satisfying the criteria laid down in PQ-1 above.
- (ii) The eligible projects claiming "the Technical Capacity" should have been executed for any Local Body/ any Government / Semi-Government Organizations / Public Sector Undertakings in India with direct contract with them.
- (iii) Subcontracting works provided as similar completed/Ongoing works will not be considered for evaluation.
- (iv) Works executed in overseas/foreign countries shall not considered for evaluation.
- (v) Supply of machinery rented or leased or purchased by any local body for bio-remediation & Bio-mining work will not be considered under technical capacity.
- (vi) If there are multiple locations of legacy waste in one town then it shall be considered separate work (not cumulatively single) for evaluation purpose.
- (i) Certificate(s) (completion or currently operating, as the case may be) from its concerned client(s) in support of "the technical capacity" clearly stating the amount of works completed in INR, capacity of project (or, quantity processed till date in case of currently running project) including performance of the firm for the work completed during the contract period of the project in respect of the projects whose experience is claimed.
- Performance certificate should be issued from the concerned client(s) (Certificate issued by the officer of rank not below then Executive Engineer/ Project Manager or equivalent) shall only be considered.

Deleted	Deleted	Deleted
Deleted	Deleted	Deleted
Deleted	Deleted	Deleted
Deleted	Deleted	Deleted
PQ-6	The bidder should be technically capable enough to ensure all environmental hazard mitigation measures and demonstrate expertise in EHS – Environment, health and safety aspects and impacts that need to be addressed at dumpsite while adopting the works.	a. Duly Filled Form 10 of this RFP document demonstrating their proposal to follow the measures for the Protection of Environment, Health and Safety while executing the Works.
PQ-7	Any entity which has been barred/blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any Project, and the bar /blacklisting subsists as on the date of Proposal, would not be eligible to submit a Proposal Either by itself or through its Associate.	a. In case of Consortium, any member of the consortium have provide Duly Filled Form 12
PQ-8	Essential Pre-Qualification Documents.	a. Copy of the latest Service Return filed/ Copy of PAN Card;



REP for The Work of "Scientific Dumpsite Land Reclamation through Bio-mining, Resource Recovery & Scientific Rejects Disposal for Dumpsite at Deesa Nagarpalika Dump Site"

		<ul style="list-style-type: none">b. Certificate of GSTIN registrationc. Certificate of EPF and ESIC registrationd. Company Registration document in any government & semi-government organization/ department in India.e. Affidavit about truthfulness. (Duly Filled Form 11)f. Site verification certificate duly signed by authorityg. Format for Providing Details of Machinery to be Deployed for the Project (Duly Filled Form 9 A)h. Signed copy of entire RFP uploaded by authority including clarifications if anyi. Any Other documents/Forms required according to RFP conditions
--	--	---

Financial Capacity: For demonstrating the financial capacity ("the Financial Capacity"), the bidder has to comply with each of the following conditions

PQ-9	Bidder have Minimum average turnover of INR 36,69,720/- (30% of total project cost) in the preceding three financial years (i.e., 2023-24 to 2025-26) from the due date of submission of this bid;	<ul style="list-style-type: none">a. Duly Filled Form 6b. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall give an undertaking, to this effect and the statutory auditor shall certify the same. In such case, the applicant shall provide the audited annual reports for three years preceding the year for which audited annual report is not being provided.c. A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Pre-Qualification with UDIN.
------	--	--

Note:

For the purpose of this RFP, turnover ("the turnover") shall mean the average of annual revenues from execution of the projects during the preceding three financial years from the due date of submission of this


FOR, DHAVAL ENGINEERS
(CONSULTANT)


Sanitary Inspector
Deesa Nagarpalika


Chief Officer
Deesa Nagarpalika



bid. This shall not include capital grants/capital subsidies/donations/salaries/dividend/bonus/commission and interest income.

PQ-10	Bidder Shall have Positive net worth in the preceding financial year (i.e., 2025-26) from the due date of submission of this bid;	<p>a. Duly Filled Form 6</p> <p>b. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall give an undertaking, to this effect and the statutory auditor shall certify the same. In such case, the applicant shall provide the audited annual reports for three years preceding the year for which audited annual report is not being provided.</p> <p>c. A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Pre-Qualification with UDIN.</p>
-------	---	---

Note:

For the purposes of this RFP, net worth (the "Net Worth") shall mean:

- In case of Private Limited /Limited Companies incorporated under the Companies 1956 (or the Companies Act 2013) (or equivalent Act in case of Foreign bidder) shall mean the sum of subscribed and paid up equity 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 (as prescribed in the Companies Act 2013).
- In case of Partnership Firms means partners' capital plus reserve & surplus.
- In case of individuals means sum total of all assets less liabilities.

PQ-11	Bidder Shall have availability of Liquid assets and/or availability of credit facilities of no less than INR 24,46,480/- 20% of total project cost) at the time of submission of this bid. The bidder shall furnish Certificate for availability of Liquid asset (specific for this bid only not from any other bids submitted earlier) duly certified from Schedule Commercial bank or nationalized banks only for meeting the fund requirement to this effect.	a. Duly Filled Form 7
-------	--	-----------------------

Bids which have been successfully eligible with all Pre-qualification criteria mention in RFP as well as will be eligible for all PQ-1 to PQ-11 criteria, those respective bidders will be eligible for scrutinizing (TQ) Technical Qualification and may be called for Presentation.

2.4. Additional condition for Pre-Qualification

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


FOR, DHAVAL ENGINEERS
(CONSULTANT)


Sanitary Inspector
Deesa Nagarpalika


Chief Officer
Deesa Nagarpalika



- (ii) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- (iii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- (iii) participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer

2.5. One bid per Bidder

A Bidder is eligible to submit only one Bid for the Project in entire bidding process either individually or as a member of any one Consortium. Applicant/Bidder shall not be entitled to submit another bid either individually or as a member of any other Consortium, as the case may be.

2.6. Cost of Bidding

The Bidders shall be responsible for all 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.

2.7. Site Visit and verification of Information

- 2.7.1. Prior to submitting the Proposal, the Bidders are advised to visit and examine the project site and its surroundings, obtain and ascertain for themselves all technical data, and other information necessary for preparing their Proposal (bid) including carrying out necessary technical surveys, field investigations, assets condition assessment etc. at its own cost and risk. Bidders are encouraged to submit their respective Bids after visiting the Project site/area to ascertain the ground situation, coverage, quality of assets or any other matter considered relevant by them. The Bidders shall be deemed to have full knowledge of the site conditions, whether physically inspected or not, if Bidder submits a Proposal for this project.
- 2.7.2. For the above purpose, the Bidders may approach the Authority for assistance during any site visit and get site visit certificate. The Bidders shall be responsible for all arrangements and shall release and indemnify the Authority and/or any of its agencies/consultants/advisors from and against all liability in respect hereof and shall be solely responsible for any personal injury, loss of or damage to property or any other loss, damage, costs or expenses, however caused, which, but for the exercise of such permission, would not have arisen due to this RFP.
- 2.7.3. It shall be deemed that by submitting a Bid, the Bidder has:
 - (i) Made a complete and careful examination of the Bidding Documents;
 - (ii) Received all relevant information;
 - (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by the Authority and shall not be a basis for any claim for compensation, damages, extension of time of performance of its obligations, loss of profit etc. from the Authority, or a ground for termination of the Contract Agreement;
 - (iv) satisfied itself about all matters, things and information 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 thereunder;



2.8. Pre-Bid Meeting

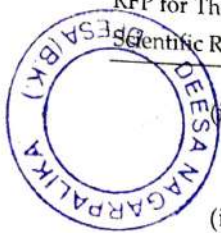
- 2.8.1. The bidders or their official representative are invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The date, time and address of the Pre-bid meeting shall be as specified in the bid data sheet.
- 2.8.2. Bidders requiring any clarification on the bidding documents or questions on any matter that may be raised at that stage, may send their queries in written, email at np_deesa@yahoo.co.in addressed to contact person as mentioned in the key dates & bid data sheet, latest by one day before the pre-bid meeting date mentioned in the bid data sheet. The responses of the Authority will be uploaded only on the Website <https://tender.nprocure.com/> and shall not be communicated separately to the bidders.
- 2.8.3. The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification which will have material adverse effect on the bidding outcome.
- 2.8.4. 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.
- 2.8.5. The clarifications on queries and pertaining to any corrigendum or addendum subsequently issued by Authority shall be binding to all the bidders. Bidders shall not have any right to raise any objection to the clarification, corrigendum or addendum issued by authority.

2.9. Amendment in the Bidding Document

- 2.9.1. At any time prior to the deadline for submission of proposals, the Authority may amend the RFP documents, including any contractual document, by issuing an Addendum.
- 2.9.2. Any Addendum thus issued shall be part of the RFP documents and shall be published on the website <https://tender.nprocure.com/>. The Authority may communicate in writing by mail or by fax to all short-listed Bidders to whom the RFP documents are issued. The Authority bears no obligation for any bidder not receiving the information of the addendum issued to this RFP for any reason whatsoever.

2.10. Conflict of Interest

- 2.10.1. A Bidder shall not have the 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. Without limiting the generality of the above, a Bidder shall be considered to have a 'conflict of interest' that affects the 'Bidding Process', if:
- (i) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest;
Or;
 - (ii) A constituent of such Bidder is also a constituent of another Bidder;
Or;



- (iii) Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder;
Or;
- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder;
Or;
- (v) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder.

2.10.2. A Bidder shall be liable for disqualification and forfeiture of Bid Security/EMD or Performance Security/Security deposit and termination of contract as the case may be, if a conflict of interest on part of Bidder is discovered by the Authority during the Bidding Process or subsequent to the (i) during the bidding process, or (ii) issue of letter of award (LoA) or (iii) execution of the Contract Agreement.

3. Preparation of Bids

3.1. Procedure for Participation in e-Tendering

3.1.1. Registration of Bidders on e-Tendering System

All the bidders have to register on the website <https://tender.nprocure.com/> User-id/contractor- id and password will be provided to the bidders on their registered e-mail id after completing the registration process. After signing-in through the user-id/contractor-id the bidder can download the bidding document and participate in further bidding process. For more details on the e-tendering procedure the bidders may refer the information provide on the website <https://tender.nprocure.com/>

Digital Certificate

The bids submitted online should be signed electronically with Digital Certificate to establish the identity of the bidder submitting the bid online. For more details on the process of getting digital certificate and signing the bid document through digital certificate the bidders are advised to refer the information provided on the website <https://tender.nprocure.com/>

3.1.2. Key Dates

The bidders are strictly advised to follow the time schedule (Key dates) of the bid of their side for tasks and responsibilities to participate in the bid, as all the stages of each bid are locked before the start time and date and after the end time and date for the relevant stage if the bid as set by the Authority

3.1.3. Preparation and Submission of Bids

The bidders have to prepare their bid online, encrypt their bid data in the Bid forms and submit Bid of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates provided in this RFP document dafter singing of the same by the Digital Signature of their authorized representatives.

Note:

- (i) Bidders are requested to visit our e-tendering website regularly for any clarifications and/or due date extension or corrigendum.
- (ii) Bidder must positively complete online e-tendering procedure at <https://tender.nprocure.com/>



- (iii) *The Authority shall not be responsible in any way for delay/difficulties/ inaccessibility of downloading facility from the website for any reason whatsoever.*
- (iv) *In case, due date for submission & opening of tender happens to be a holiday, the due date shall be shifted to the next working day for which no prior intimation will be given.*
- (v) *The Authority reserves the right for extension of due date of opening of technical bid.*

3.2. Bid Validity Period

The bids shall remain valid for a period specified in Bid Data Sheet from the due date of bidding as prescribed by the Authority. The validity of the bid can be extended by mutual consent in writing.

3.3. Bid Document Fees

The Bid Document shall be available for download to concerned eligible bidders immediately after online release of the bids and up to scheduled time and date as set in the key dates. The bid document can be downloaded free of cost; however, the bidders have to pay Bid document fees, of the amount as mentioned in the bid data sheet, at the time of their online bid submission. The payment for the cost of bid document shall be made according to the bid data sheet. Bid document fees is nonrefundable.

3.4. Earnest Money Deposit

- 3.4.1. The Bidder shall furnish, as part of his Bid, an Earnest Money Deposit (EMD) of the amount as mentioned in bid data sheet of this RFP document. The EMD must be submitted as mention in bid data sheet on the website <https://tender.nprocure.com/> .
- 3.4.2. No interest shall be payable on the EMD. The Bidder shall bear the cost relating to providing its EMD.
- 3.4.3. Any Bid not accompanied by the EMD shall be rejected by the Authority as being a non- responsive Bid.
- 3.4.4. The EMD of unsuccessful Bidders will be returned within 30 days of the date of finalization of successful Bidder or signing of the contract agreement with the successful bidder whichever is later. If the Bid is cancelled for any reason whatsoever, the EMD shall be returned to all the bidders within 30 days from the date of such cancellation.
- 3.4.5. The EMD of the successful Bidder will be retained by the Authority and returned after 15 days of signing of contract agreement and furnishing the performance guarantee by the successful bidder. The successful bidder shall ensure that its EMD remains valid during such period.
- 3.4.6. The EMD will be forfeited if:
 - (i) Any bidder withdraws its bid during the validity period of the Bid;
 - (ii) The successful Bidder fails to sign contract agreement or submit performance guarantee, as the case may be.
 - (iii) The Authority finds out that the bidder has involved in corrupt and fraudulent practice or has given any material mis-representation in its bid knowingly or unknowingly
 - (iv) Any other reason thereof mentioned in this bid document.
 - (v) The Bidders fails to comply with the Bid process



3.7. Documents Comprising the Bid

The Bid submitted by the bidder shall comprise of the following parts:

- A. Bid Document Fees and EMD as per the details and instructions provided in clause 3.3 & 3.4 respectively
- B. Technical Proposal as per the details and instructions provided in clause 3.5 & 2.3.1
- C. Financial Proposal as per the details and instructions provided in clause 3.6

3.8. Language of Bid

- 3.8.1. The bid and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Eligible Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

4. Submission of Bids

4.1. Online submission of Bids

The bidders have to submit their respective bids online, as per the instructions provided on the website <https://tender.nprocure.com/> for online submission of bids. The bidders shall submit their Bids duly completed in all respect on or before the due date of bid submission after signing of the same by the Digital Signature of their authorized representatives. The Bid submitted online by the Bidder shall be in the following part:

Part 1: This shall be known as "Envelop-A- Bid Document Fees & Earnest Money Deposit" and shall contain the documents as mentioned in clause 3.7 (A)

Part 2: This shall be Known as "Envelop B- the Technical Proposal" and shall contain the documents as specified in clause 3.7 (B)

Part 3: This shall be Known as "Envelop C- the Financial Proposal" and shall contain the Price Offer of the Bidder as mentioned in clause 3.7 (C).

4.2. DELETED

4.3. Bid Due Date

- 4.3.1. The due date and time of the bid submission is as mentioned in the Bid data sheet.
- 4.3.2. The bid should be submitted online only, before the due date of bid submission.
- 4.3.3. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with clause 2.13 uniformly for all Bidders and publish the Addendum on the website of <https://tender.nprocure.com/>

4.4. Withdrawal, Substitution and Modification of Bids

Bidders can withdraw and modify their respective online submitted bids till the end of the due date of bid submission. The Bidder will not be able to modify a Bid after the due date of submission of this Bids.



The bid for which withdrawal request has been received by the Authority after the due date of bidding shall be declined from the bidding process. In the event of withdrawal of a Bid by the Bidder, after the due date of its submission, the Authority reserves the right to forfeit the EMD of the bidder at its sole discretion

5. Bid Opening and Evaluation

5.1. Procedure for Bid opening and Evaluation

- 5.1.1. The Authority designated officer/consultant/advisor will open the Bids online on the Bid Opening Date and Time as specified in the Bid Data Sheet.
- 5.1.2. The Authority designated officer/consultant/advisor will subsequently examine and evaluate the Bids in accordance with the provisions set out in this section.
- 5.1.3. Proposals shall first be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated for qualification in accordance with the criteria set out in this RFP.
- 5.1.4. The Technical proposal shall be evaluated next based on the criteria set out in this RFP documents. The Financial bids of only those bidders who qualifies the technical qualification shall be opened.
- 5.1.5. All technically qualified bidders will be notified for opening of the Financial Bids.

5.2. Clarifications

- 5.2.1. To facilitate evaluation of Proposals the Authority may, at its sole discretion, seek clarifications from any Bidder during the evaluation period. 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) shall be in writing. If a Bidder does not provide clarifications sought within the prescribed time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal 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.
- 5.2.2. Bidders are advised that the evaluation of Proposals will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 5.2.3. Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 5.2.4. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Proposal without assigning any reasons.

5.3. Confidentiality

- 5.3.1. The Authority shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. The Authority shall not provide to any Bidder



information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

- 5.3.2. Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the 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 Proposal, 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.
- 5.3.3. Any effort by a Bidder to influence Authority's evaluation of Bids or award decisions will result in the rejection of the Bidder's Bid.
- 5.4. Proposal Evaluation
- 5.4.1. **Envelope 'A'** shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and **Envelope "B" and "C"** of such bid shall not be opened.
- 5.4.2. In the next step of evaluation, the **Envelope 'B'** shall be opened for the bidders who are eligible for opening Envelope 'B' through online at the time and date notified. The bidder shall have freedom to witness opening of the Envelope 'B' of the Bid
- 5.4.3. A detailed Technical Evaluation of the responsive bids shall be carried out and the bidder shall be considered technically qualified if:
- (i) The online bid has been submitted in the manner as specified in clause 4.1.
 - (ii) The technical proposal contains all the documents as specified in clause 3.7 (B).
 - (iii) Deleted
 - (iv) It is fulfilling the pre- Qualification Criteria as specified in clause 2.3.1 and furnished all the necessary support documents in support of such qualification.
 - (v) It has provided all the other information and documents as directed in this RFP document corresponding to the technical qualification of the bidder.
- 5.4.4. **Envelope 'C'** (Financial Proposal) of bidders who are not qualified in Technical Bid (**Envelope 'B'**) shall not be opened. **Envelope 'C'** (Financial Proposal) of the technically qualified bidders shall be opened online at the date & time notified. The bidder shall have freedom to witness opening of the **Envelope 'C'**.
- 5.4.5. After opening **Envelope 'C'** the Financial proposal shall be checked for responsiveness. A Financial Proposal shall be responsive if it has been submitted in the manner as specified in clause 3.6. If the financial proposal of a bidder is non-responsive, it shall be declined from the bidding process.
- 5.4.6. All the technical & Financial responsive Bids shall ranked in ascending order of the quoted financial offer, with the Bidder quoting the lowest financial offer shall be ranked First as "L1" and the Bidder quoting the second lowest financial offer shall be ranked Second as "L2" and so on.



5.5. Successful Bidder

5.5.1. The Bidder ranked first (the "L1") in accordance with the above procedure as per clause 5.4 would be declared as the successful Bidder.

5.5.2. Authority reserves right, at its sole discretion, to negotiate further to L1 bidder if required.

5.5.3. In the event that two or more Bidder's Financial Bids are exactly the same, the Authority reserves the right either to:

(i) the L-1 bidder shall be decided either by obtaining spontaneous online bid from all the bidder who have quoted the same L-1 rate, which of course must be lower than their original quoted rates or;

(ii) Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

5.5.4. The Authority will notify other Bidders that their Proposals have not been accepted and their EMD will be returned as promptly as possible as per provision set out in clause 3.4 of this RFP document

5.6. Award of Contract

5.6.1. The Authority shall notify the successful bidder as determined in clause 5.5 above, by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

5.6.2. The successful Bidder shall acknowledge his acceptance of the LoA issued by the Authority within 7 (seven) days as evidenced by signing and sending a copy of the LoA issued. In the event the duplicate copy of the LoA duly signed by the Authorized signatory of the Selected Bidder is not received within the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LoA.

5.7. Performance Security

5.7.1. Prior to the signing of the contract agreement, the successful Bidder shall have to furnish Performance Security to the Authority in the form of bank guarantee ("the Performance Bank Guarantee" (PBG)) issued by a nationalized / scheduled Commercial bank located in India or a reputable bank located abroad having corresponding bank in India, in the format given in Form 14, for an amount equivalent to 3% of the Contract value.

OR

Prior to the signing of the contract agreement, the successful Bidder shall have to furnish Initial Security Deposit an amount equivalent to 3% of the Contract value in the form of DD/FDR in Favor of CO, Deesa Nagarpalika Dump Site.

5.7.2. Additional performance security shall be provided by successful bidder in the form of bank guarantee if required.

5.7.3. If the tenderer has quoted below rates given in financial BOQ or estimated cost put to tender, the ASD (Performance security) shall be paid additionally as mentioned below;



Rate quoted	Additional Security Deposit (Performance security)
Below 0 % to below 1 %	1) NIL
Lower than below 1% to below 10%	2) 1 % of estimated cost
Lower than below 10% to below 15%.	3) 1% + (% rate quoted -10%) For example: If 15% below is quoted the amount of performance security (Additional Security Deposit) shall be $1 + (15-10) = 6\%$ Performance Security of estimated cost. If the amount is less than Rs. 1000/-, then minimum to be Rs. 1000/-
Lower than 15 % below	4) % as per Sr. No. 3 + (% rate quoted -15%) x 2 For example: If 19% below is quoted the amount of performance security (Additional Security Deposit) shall be $6 + (19-15) \times 2 = 6\% + 8\% = 14\%$ Performance Security of estimated cost put to tender. If the amount is less than Rs. 1000/-, then minimum to be Rs. 1000/-.

- 5.7.4. Failure of the successful bidder to comply with the requirements of clause 5.7.1 above, shall constitute a breach of contract, cause for annulment of the award, forfeiture of the EMD, and any such other remedy the Authority may take under the contract, and the Authority may resort to awarding the contract to the next ranked bidder.
- 5.7.5. The bank Guarantee shall be valid upto defect liability period which is six months after the completion of work period which includes project duration of 6 Months and any extension given by authority if any during execution. It should bear MICR and IFSC code.
- 5.7.6. The successful bidder shall be responsible to extend the bank guarantee as required for extensions given by authority during the execution if any.
- 5.7.7. In case it is found that documents / Bank Guarantees submitted by the bidder are false or misleading his earnest money shall be forfeited and bidder will be blacklisted for the period of 5 year. Additionally, legal action may be initiated against the bidder.
- 5.7.8. The contractor shall bear the revenue stamp duty on Performance Bank Guarantee of the agreement and/or Additional Security Deposit (payable as per tender condition), any other stamp duty required for agreement as per the Indian Stamp Duty (1985) (latest revision) applicable during contract period.
- 5.8. **Signing of Contract Agreement**
- 5.8.1. The successful bidder shall have to furnish the Performance security as directed in clause 5.7 above and sign the contract agreement within 21 days of issue of LoA.
- 5.8.2. The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Authority to the contractor for commencement of work.
- 5.8.3. In the event of failure of the successful bidder to submit Performance Security and or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the Authority for taking action against the bidder.
- 5.9. **Fraud and Corrupt Practices**
- 5.9.1. 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 Contractor, as the case may be, if it determines that the Bidder or Contract, 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 EMD or Performance Security, 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 may be.

5.9.2. For the purposes of Clause 5.9.1, the following terms shall have the meaning hereinafter respectively assigned to them:

- (i) **Corrupt Practice** means (i) 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); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (ii) **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;
 - (iii) **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;
 - (iv) **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;
- (v) **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.



6. Scope of Work

The current project intends to undertake the works required for Dumpsite Land Reclamation through Bio-mining of old Dumped Municipal Solid Waste/Legacy Waste, resource recovery and Scientific disposal of residual solid waste for dumpsite at Deesa Nagarpalika Dump Site. The contract shall be awarded to the successful bidder ("the contractor") for a period of **6 Months** reckoned from the date of signing of contract agreement or the date of issue of Consent to Establish (CTE) to the project, whichever is later. The Authority shall appoint an Engineer (the "Engineer-in charge") for overall supervision, monitoring and certification of the works executed by the contractor. The brief scope of work to be carried out by the selected contractor during the execution of the intended project includes, but not limited to, the following component:

- 6.1. The project information and Site details has been provided in Appendices of this RFP document. The works shall be carried out by the contractor as per the specifications provided in Appendices and scope of works provided in this section. Contractor shall conduct all survey and investigations required as under scope work at their own cost. Authority shall not be responsible for any expenses incurred by contractor for survey and investigations required under given scope of work as under this RFP.
- 6.2. Contractor shall provide Detailed Plan of Action, within 10 days after signing of agreement, comprising methodology for implementation, technical specifications of machines, culture for bioremediation details of manpower, phase wise implementation plan, layout plan- (location of plant and machineries, weighbridge, CCTVs, stacking of byproducts), and schedule in CPM (Bar) chart. Contractor shall carry out the entire project work in accordance with the Detailed Plan of Action and schedule proposed by Bidder and approved by the Authority at the cost of the Contractor. CCTV cameras will have to be installed at the agency's expense and risk. The connectivity for this will have to be provided by the municipality.
- 6.3. ~~Deleted~~
- 6.4. Contractor shall conduct aerial drone video for before and after scenario of dump site on monthly basis on their own cost with prior permissions required if any from competitive authorities. Engineer-In-Charge, Authority may give necessary instructions to contractor to conduct aerial drone video.
- 6.5. ~~Deleted~~
- 6.6. The contractor shall deploy sufficient static/mobile machinery in such a way that daily processed quantity of legacy waste for biomining shall be complete within stipulated time frame. Contractor shall deploy sufficient manpower and required resources to execute the project scope within the project duration.
- 6.7. ~~Deleted~~
- 6.8. The Contractor shall conduct its own due diligence for site investigation, analyzing the characteristics-Physical and Chemical, composition and quantum of the waste at the Project site.
- 6.9. Dumpsite reclamation will be done by dividing the site into suitable sectors/loops in consultation of the Engineer-in-charge based on the priority of land reclamation.
- 6.10. Usually, the top layer has fresh waste, dust and may have several materials in the active



biological state. This layer is to be stabilized through application of Bio-Culture, herbal/biological sanitizers, inoculant or through any suitable scientific method as proposed by the contractor and accepted by the Engineer-in-charge. Odour shall be controlled and minimized through application of deodorant or scientific method.

- 6.11. Contractor shall excavate the existing mixed compacted MSW legacy waste in the land portion allocated/earmarked by the Authority and sieving them by Mechanical sieving machine or any other suitable technology proposed and accepted by the Engineer-in-charge. Excavating the soil which lost its stability due to MSW dumping with necessary dewatering works in the portion of the land earmarked at the cost of the Contractor.
- 6.12. The contractor shall deploy sufficient machinery, manpower and required resources on their own cost to execute the project scope within the project duration.
- 6.13. Contractor shall provide, install, conduct operation and maintenance of plant, machineries, infrastructure facilities and amenities for excavation, sieving of the excavated MSW, storing the segregated materials, reuse, marketing, selling, and transporting them from the project site at their own cost.
- 6.14. Contractor shall construct of temporary shed, platform and creation of facilities for handling, separating, segregating, storing and quantifying of the excavated MSW and processing material at their own cost.
- 6.15. MSW waste which is legacy waste brought out to the site after segregation and processing from the earmarked land portion (Output) shall be quantified (in MT based on weighbridge report and in Cum based on total station survey) after excavation and record of the same shall be maintained by the Contractor and Authority jointly.
- 6.16. Contractor at own cost shall set up of a weighbridge (within premises of project site only) of minimum 50 Ton's load bearing capacity for weighment of legacy waste (Output). Contractor at own cost shall provide weighing system which shall be fully electronic, provide real time records of weighments, operational without any manual intervention with the latest technology along with IOT solution and dashboard display at office of DEESA NAGARPALIKA DUMP SITE (In charge of the project). Contractor shall be responsible for any operation and maintenance of weighbridge. Contractor at own cost shall provide required computer system and printer along with backup facility for online weighbridge record system.
- 6.17. ~~Deleted~~
- 6.18. Data of weighing system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by Authority officials and other competent authorities.
- 6.19. ~~Deleted~~
- 6.20. ~~Deleted~~
- 6.21. Any malfunctioning in operation of weighing system shall be the responsibility of the Bidder. In case any malfunction/technical problem in the functioning of weighing system, the same shall be rectified by the Bidder within period of 24 hrs.



6.

6.22. Contractor shall segregate the excavated MSW in the land portion earmarked into as many kinds and categories as possible of Useful Material such as compost, soil conditioner, recyclables, raw RDF, filler material (Soil, C&D) and Un-useful material such as residual Solid Waste at own cost.

~~6.23. Deleted~~

6.24. Contractor shall pack, store, stack, sale, divert for recycling, marketing and recycling of all Useful Material within thirty days of segregation at the own cost, without accumulation in the storage facility at the project site beyond Fifteen days.

6.25. Contractor shall bale (compress), pack, stack, short and sale of non-recyclable fraction of high calorific as raw material to RDF producer/ user or sale to waste to energy or co-processing in cement plants or to thermal power plants at the own cost in compliance with guidelines and rules, regulations as mentioned in appendix-3. Contractor shall execute MoU with authorized recycler/ RDF producer/ user or sale to waste to energy by deploying torrefaction / Gasification or any other suitable technology ensuring that end product shall be subsequently used in nearby industries like cement, steel, power or other manufacturing units or co-processing in cement plants or to thermal power plants. The copy of MoU shall be provided to Authority within 30 days after the signing of the agreement.

6.26. Contractor shall stack, transport, spread and compact the segregated C&D, Soil and Inert as filler material in low level and depression area and prepare well compacted and clear ground for proposed development at site or disposing such material in the low-level area or quarry area at the own in compliance with guidelines and rules, regulations as mentioned in appendix-3. For safe disposal in low level or depression area, Contractor shall at own cost adopt the necessary scientific method.

6.27. Contractor shall be responsible for emptying the dumpsite and overall safe disposal of byproducts recovered from bioremediation and biomining process such recyclables, non-recyclables, RDF, Bio-soil, C&D Waste, Rejects, residual waste at own cost. Authority shall not responsible for emptying the dumpsite and disposal for any by-products recovered, stacked, packed at the site from bioremediation & biomining process.

~~6.28. Deleted~~

6.29. The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, Compost, soil conditioner, raw RDF, C&D, Soil or any other by-product materials shall go to the contractor's account. However, before selling the recovered material the Contractor, at its own cost, will conduct a lab testing of such materials from an NABL accredited lab, for the parameters as recommended by the Engineer-in-charge or applicable rules/guidelines, and submit the report of the same to the Engineer-in-charge. The contractor shall initiate the sale or disposal process of the such material by-products only after the acceptance/approval of the engineer-in-charge. The contractor at every RA bill shall provide records of disposal of byproducts such as- MoU and weigh slips or records of



sale with cement factories/power plant or any industry authorized to purchase RDF as per the guidelines and rules & regulations, MoU and records of sale any with farmers for bio-solid, location details of safe disposal of inerts as per the applicable guidelines and rules & regulations.

- 6.30. In case of disposal of any inert/reject fraction in low-lying area or disposal of recovered soil/ biosoil /soil enricher, the Bidder, at its own cost, will conduct a lab testing of such materials from an NABL accredited lab and MoEFCC recognized laboratory to check its Toxicity Characteristic Leaching Procedure (TCLP) characteristics or any other parameters as recommended by the Engineer-in- charge or applicable rules/guidelines. The contractor shall submit the report of the same to the Authority.
- 6.31. The Contractor Shall be responsible for procuring necessary approvals from Component authority such as Gujarat Pollution Control Board for Consents/Authorization, and get required permissions or MoUs or agreements executed Public Works Department, Railways, agriculture department, farmers associates, Cement factories power plants, etc for safe disposal of byproducts- RDFs, Biosoil, C&D, Inerts, recyclables if any etc recovered from bioremediation and bio-mining process.
- 6.32. Fresh waste coming daily to the site shall be clearly earmarked separately, at designated location instructed by Engineer In charge of authority, from the legacy waste from the commencement of work. It shall not be mixed with legacy waste earmarked till the completion of works.
- 6.33. The Bidder shall maintain a record of the daily processed legacy waste measured in the Weigh Bridge. The Bidder shall also keep proper record of the all recovered and disposed of material such as RDF, Biosoil, inert as processed output. The Bidder shall prepare all periodical reports, applicable to the Projects, as may be required by Authority, other stakeholders, or the State Government etc.
- 6.34. Deleted
- 6.35. Contractor shall procure separate electricity meter & water meter if required for the project. If electricity connection taken from on-site facility of DEESA NAGARPALIKA DUMP SITE with prior permission; then contractor shall pay month electricity bill for the power connection taken for this project. If required diesel base generator shall be provided by contractor to operate and maintain the plant and machineries required for the project. Contractor shall provide supply line for electricity and pipeline for water at own cost as per the requirement. Contractor will facilitate all the requirement of any facility and connection by their own effort however Deesa Nagarpalika Dump Site will provide support to the contractor. All the operational and running cost for facilities required for the project such as electricity and water shall be paid by contractor.
- 6.36. Contractor shall use only covered body vehicles for the transportation of materials at the cost of the Contractor.
- 6.37. Contractor shall apply method, process, equipment and resources which would reduce the impact of dumpsite reclamation activity in the adjacent areas. Contractor shall spray deodorizer



over the waste as required to control odour. Using appropriate number of water cannon machines (spray guns) to control Suspended Particulate matter (SPM) emissions in environment from moving vehicles/ machineries and processes.

- 6.38. Other wastes like Hazardous Waste, E-Waste; Bio-medical Waste and Construction & Demolition Waste (if any these is present in the legacy waste) shall be managed by the Contractor as per the applicable rules, regulations, statutory norms guidelines in close coordination with Authority (DEESA NAGARPALIKA DUMP SITE), under the relevant rules & regulations as amended from time to time.
- 6.39. Create facilities and make arrangements for controlling/ mitigating the emission, pollution and contamination (Environment impact) including air, water and soil including mitigation for of dust, odor and noise pollution at the cost of the Contractor.
- 6.40. Contractor shall construct temporary site office, water, power, sanitation facilities and accommodation facilities of workers for the Project as per statutory standards at the cost of the Contractor.
- 6.41. In case the contractor is required to set up ancillary facilities at site like Fuel storage, DG set etc., the necessary permissions required are to be obtained by the Bidder at his cost. The contractor is solely responsible for the safety and security of such ancillary facilities provided by them at dump site. Contractor shall be solely responsible for any haphazards such as theft activities, fire hazards if any occurs on site. The contractor shall ensure that material which is to be transported for sale or disposal after scientific processing is stacked properly at project site and shall not cause any problem for SWM related operations. The Bidder shall have to make necessary arrangement like fencing or any other suitable arrangement as directed by Authority authorities to prevent such events.
- 6.42. All necessary light illumination shall be provided by contractor on their own cost for night operations if any.
- 6.43. Contractor shall provide security arrangement for the project site, machineries, equipment etc. at its own cost. All the workers involved should be cover under ESIC, Health check-ups and other beneficiary schemes as applicable from time to time. Workers shall be provided with safety boots, protective kits, PPE-hard hat, ear plugs etc for safety and security of onsite workers from contractor on their own cost. Temporary accommodation shall be provided by contractor on their own cost with proper basic amenities such as electricity connection, ventilation, sanitation and drinking water. Authority shall not responsible for safety and security of the workers deployed by contractor for the execution of work.
- 6.44. The Emergency Response Plan ("ERP") shall be developed by the contractor. This shall be a part of the Operations Protocol developed by the contractor. The ERP shall set out steps to be taken and measures to be adopted by the contractor in responding to dealing with Emergency including those situations related to personal injuries or fatalities, property damage and force majeure as follows:
 - i. In the event of an Emergency, the contractor shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Waste processing facility or part thereof, the contractor shall promptly



- carry out any repair works necessary to restore the waste processing facilities to safe condition and in any event shall carry out such works before the affected area of the project facilities is re-opened to for normal operations.
- ii. The contractor shall ensure that sufficient staff, plant, equipment, and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Operations Period.
- 6.45. Anything of historical, anthropological, geological, or other interest or of significant value unexpectedly discovered on the Site is the property of Authority. The Contractor shall notify the Authority of such discoveries and carry out the Authority's instructions for dealing with them.
- 6.46. During rainy season, the exposed area of the excavated legacy waste material, windrows under stabilization to be kept minimum possible to reduce formation of new leachate. The exposed area of the excavated legacy waste material, windrows under stabilization to be covered with tarpaulin during rainy season to reduce formation of new leachate.
- 6.47. The Contractor shall hand over reclaimed land and scientific residual solid waste disposal site to the Authority in a good and acceptable condition as per SWM Rules 2026. If any facility, equipment or amenities owned by authority (DEESA NAGARPALIKA DUMP SITE) but used by contractor with prior permission from authority; shall be handed over to authority in good working condition with repair of damages if any.
- 6.48. Contractor shall execute the works as per the Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) Central Pollution Control Board (Ministry of Environment, Forest and Climate Change, Government of India) (February, 2019) and all other guidelines issued by Swachh Bharat Mission related to bioremediation and biomining works and municipal solid waste management.
- 6.49. Contractor should Establish minimum two different treatment plants setup among location mention in clause 1.3, Cell A1 in such a way that Completing the work within the Contract Period. Treating legacy waste at all site simultaneously.
- 6.50. Mobilization and Commencement of Work
- The successful bidder shall mobilize all required machinery, manpower, and infrastructure and commence work within 15 days from the date of issuance of the Work Order.
 - In case the bidder fails to commence the work within the stipulated 15-day period, Deesa Nagarpalika may grant an additional grace period of 10 days, subject to a penalty of ₹10,000 (Rupees Ten Thousand only) per day.
 - If the bidder fails to commence the work even after the expiry of the additional 10 day period, Deesa Nagarpalika shall have the right to cancel the Work Order, forfeit applicable deposits as per tender conditions, and award the work to the L2 bidder at the risk and cost of the defaulting bidder.
- 6.51. Minimum Processing Requirement
- The successful bidder shall process and dispose of a minimum quantity of 300 MT of legacy waste per day throughout the contract period.
 - The bidder shall achieve an average processing and disposal quantity of 2,100 MT per week and if not disposed per MT 500 Rs. Penalty imposed on Contractor.



6.52. Processing and Disposal Ratio

- The successful bidder shall maintain a continuous balance between excavation, processing, segregation, and disposal of legacy waste fractions. Accumulation of processed fractions at the site shall not be permitted beyond limits prescribed by Deesa Nagarpalika.
- The bidder shall ensure regular lifting and disposal of Bio-Soil, RDF, Stones/Inerts, and other recovered materials so that the processing ratio and disposal ratio remain proportionate to the quantity of legacy waste excavated and processed.

6.53. Force Majeure and Exceptional Circumstances

- In case of heavy rainfall, flooding, natural calamities, genuine machinery breakdown, government restrictions, or any other circumstances beyond the control of the bidder affecting the progress of work, the bidder shall immediately inform Deesa Nagarpalika in writing with supporting evidence.
- The Competent Authority of Deesa Nagarpalika may consider suitable relaxation in performance targets for the affected period after verification of the circumstances.

7. Payment Schedule

7.1. Payment terms

7.1.1. Payment Mechanism in the form of Tipping Fee Rs per Metric Tonne

7.1.2. Contractor shall conduct the bioremediation and biomining of legacy waste as per the scope of work defined as per clause 6 above on their own cost and finance. No mobilization advance will be paid to contractor by authority.

7.1.3. Authority (Deesa Nagarpalika Dump Site) shall pay Processing Fee to contractor as quoted in the BOQ based on the quantity of treated waste which is brought out to the site for disposal (Output) from the project site on per metric ton basis monthly after obtaining recommendations from concerned officer of authority (CO or any officer deputed by CO, DEESA NAGARPALIKA DUMP SITE).

7.1.4. Payment may be defined as Per ton basis of treated waste which is brought out to the site for disposal after stabilization cycle (Output). Days of stabilization cycle needs to be provided. This may be defined for an average period of 30 days and may be changed, depending upon the local environmental conditions.

7.1.5. The bills should be accompanied with the following details:

- Quantity of Work Completed (in terms of material sent out from the dumpsite) at site including photographic evidence of the same.
- Certificate from the Engineer-in-Charge certifying the work done and milestone achieved, as per the detailed plan of action/ work plan.
- The documents furnishing the proof of disposal/ utilization (with date, quantity, other details) at the suitable location for the end product (Inert/ C&D Material, SCF/ RDF, others if any). Utilization certificate of disposed material must be furnished.

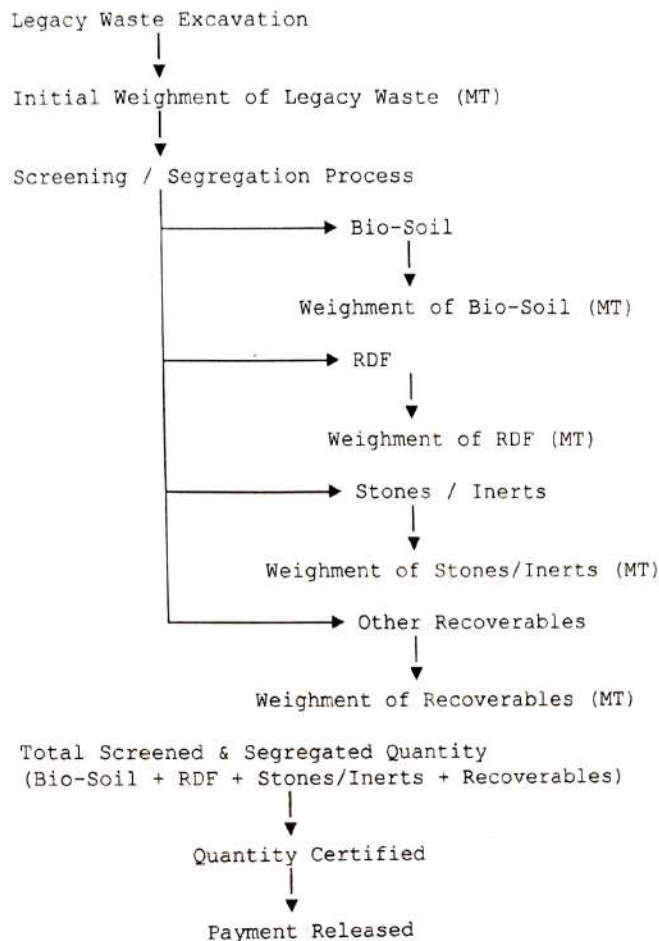
Payment Terms

7.1.6. Payment shall be made based on the actual weightment of screened and segregated materials generated from legacy waste, including Bio-Soil, RDF, Stones/Inerts, and other recoverable



fractions. The weighment recorded at the project weighbridge or authorized disposal facility shall be considered final for payment purposes.

7.1.7. Payment Measurement Flow




Payment shall be released based on the certified quantity of screened and segregated materials obtained from the legacy waste processing operation. The sum of the weighed quantities of Bio-Soil, RDF, Stones/Inerts, and other recoverable fractions shall be considered for payment certification.

7.1.8. For Certificate or required documentary evidences for Disposal of By Products: Certificate or required documentary evidence for Disposal of Recyclables/Inerts/Rejects submitted by the Operator has to be verified by Engineer-in-Charge to ensure the authenticity.

7.1.9. Deleted

Note: No deduction is applicable on each running bill if authority received performance Security in the form of bank guarantee/DD/FDR i.e. at 5% of the contract value.


FOR, DHAVAL ENGINEERS
(CONSULTANT)


Sanitary Inspector
Deesa Nagarpalika


Chief Officer
Deesa Nagarpalika



7.1.10. The payments to the contractor shall be made on monthly basis as per the following formula:

Monthly Payment calculation for Work $(P) = \{(W-C) \times R\} - D$

Where, W= Arithmetic sum of weight of all material which is brought out to the site for disposal after processing through the plant setup done by bidder. (output in tons)

C = any other suspicious quantity/weighbridge transaction being rejected by engineer-in-charge, DEESA NAGARPALIKA DUMP SITE

R = Rate per ton in Rs.

D = Penalty as applicable in respective clauses

7.1.11. Contractor shall provide following details during the submission of bills for monthly tipping fee;

- i. Quantity of Work Completed in Metric ton (in terms of material sent out after processing from the dumpsite for safe disposal) at site including photographic evidence and Weighbridge record of the same.
- ii. ~~Deleted~~
- iii. The documents furnishing the proof of disposal (with date, quantity, Geotag photographs of location, weighbridge report, NABL accredited lab reports) at the suitable location for the end product (Inert/ C&D Material, SCF/ RDF, recyclables, others by products if any).
- iv. Contractor shall dispose or make safe provision for the byproducts recovered from biomining process, as per rules and regulations such as SWM Rules 2026, CPCPB/GPCB Guidelines, SBM Guidelines and application regulations of Government of India. Contractor shall solely responsible for any local issues arise and any penalty or environmental compensation issued to DEESA NAGARPALIKA DUMP SITE by GPCB or any other competent authority pertaining to disposal of RDF, Bio-soil, inerts or any other products recovered from bio-mining. Contractor shall manage, compensate at own cost and undertake complete responsibility for resolving any local issues or pay Environmental compensation if applied to Deesa Nagarpalika Dump Site.
- v. ~~Deleted~~
- vi. The Bidder shall submit necessary supporting documents such as MoU, agreements, photographs, NABL accredited laboratory reports, weighbridge challans, receipts, NOCs, in order to ensure the safe disposal of the excavated material, to the Corporation on monthly basis. This may include, but not limited to the following:
 - a. **Combustible Fraction/RDF:** Co-processing certificate from the industry/organization on their letterhead, where such fractions will be channelized, to be obtained for the quantity of RDF they have used for co-processing. The Certificates must have unique Reference Numbers and contact numbers of person/s to whom the client can talk for verification of its originality. The certificates should also mention their GST Number and full address. A copy of NOC taken by the industry/organization from the State Pollution Control Board may also be obtained. In all the cases, weigh bridge slips may be kept in original for verification throughout the contract period.
 - b. **Recyclables:** Proper certificates/documents for the channelization of the recyclables to the recyclers must be obtained. The certificates must be on their letterhead, mentioning their GST Number, and full address with contact number. A copy of registration taken by the



recyclers from the respective ULB/GPCB may be obtained to ensure that they are genuine recyclers. Copy of past record of 3 years operations may also be collected from the recycler, such as ITR, production details, sales record, etc.

In case of supplying to the traders, the following documents may be obtained:

b.(i). Any internal document from the company registering the sale like Invoice/ Delivery Challan which essentially mentions the name of the commodity, quantity, date etc.

b.(ii). A photograph of the material loaded over the vehicle clearly showing the vehicle and it has to match the Vehicle number mentioned in the Invoice. The photograph taken must have the date marked on the same.

In all the cases, weigh bridge slips may be kept in original for verification throughout the contract period.

- c. **Soil Enricher:** The Soil Enricher may be used for the following applications, like Agro forestry, Afforestation, Parks, Landscaping, or any other application barring non-food-based crops. In case the land for the disposal belongs to the government departments (like NHAI, Forest department, Public Works Department, Municipal Corporation, etc.) then the contractor shall produce:

c.(i). An acceptance letter from the department on the quantity in truck loads/ Metric tons clearly mentioning the application for which it is used.

c(ii). A before and after picture of the site where the same has been used may be obtained by the contractor with the dates marked on the same along with latitude and longitude.

In case the land belongs to a private person/company, then:

c.(iii). The contractor needs to sign a NOC with the landowner that he understands the soil has to be used for the specific purpose.

C(iv). Contactor also has to obtain some proof showing that the land belongs to the said landlord or the person to whom the same is supplied has an understanding the original landlord for using the material for the specific purpose.

c.(v). A before and after picture of the site where the same has been used may be obtained by the contractor with the dates marked on the same along with latitude and longitude.

c(vi) contractor shall provide NABL accredited laboratory report of bio-soil/soil enricher each lot being supplied to any department, organization or person/company.

- d. **Inert and C&D material:** The inert material generated from the process need to be used for Filling up low lying areas, mining quarries. In case the low-lying areas where the stones are being filled up belongs to the government departments then the contractor need to produce An acceptance letter from the department may be obtained on the quantity in truck



loads/ Metric Tons clearly mentioning the application for which it is used and for private land agreement with owner shall be provided by bidder.

d.(i). A before and after picture of the site where the same has been used may be obtained by the contractor with the dates marked on the same along with latitude and longitude.

In case the land belongs to a private person/company, then:

d.(ii). The contractor need to sign a NOC with the landowner that he understands the stones has to be used for the specific purpose.

d.(iii). Contactor also has to obtain some proof showing that the land belongs to the said land lord or the person to whom the same is supplied has an understanding the original landlord for using the material for the specific purpose.

d.(iv). Contractor also has to obtain a letter mentioning the number of truck loads/Metric Tons that has been dumped in the said site once the site is completely filled up.

d.(v). A before and after picture of the site where the same has been used may be obtained by the contractor with the dates marked on the same along with latitude and longitude.

d.(vi). In case the Contractor plans to supplying such fraction to the C&D processing facilities for further applications of reuse and recycling, then utilization certificate on the quantities taken on quarterly basis needs to be produced as supporting document.

d.(vii) contractor shall provide NABL accredited laboratory report of bio-soil/soil enricher each lot being supplied to any department, organization or person/company.

7.1.12. The payments shall be released as per following schedule:

a. 100% of amount shall be paid [tonnage disposed * rate quoted] within 30 days of the bill submission by the Contractor submission of documentary proof/evidence, as per clause 7.1.9 (i) & (ii) mentioned above.

b. Deleted

7.1.13. The Operator shall raise monthly invoice by the 7th of the subsequent month and submit to the Deesa Nagarpalika Dump Site (Authority). Authority shall evaluate the submitted invoice and inform Contractor/Operator if any discrepancy or changes/modifications required within 7 working days from the date of receipt of the invoice. If any change/modification is prescribed by the Authority the submitted invoice, the Contractor/Operator shall revise the invoice within 7 (seven) working days since the receipt of intimation of such change/modification from Authority.

7.1.14. After recommendation for payment of the invoice amount from the concerned officer (CO or any designated officer deputed by CO) of authority, the payment shall be released to the Operator within 30 (Thirty) working days from the date of submission of the original invoice or the revised invoice as the case may be, in accordance with the terms and conditions of this agreement. Partial payments shall be allowed at the discretion of the DEESA NAGARPALIKA DUMP SITE.

7.1.15. The Authority shall not pay interest on the bill amount, if delay occurs in the release of the payment, for any reason whatsoever.

Liquidated Damage

- 7.2.1. In case the work is not completed within the stipulated period of completion of whole or part of work such as achievement of milestones or timelines specified by authority under the scope for any activity and as per action plan submitted by contractor, along with all such extensions which are granted to the Contractor for either Authority's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% of the estimated cost per day of delay limited to maximum of 10% of contract amount.
- 7.2.2. The Authority will deduct the liquidated damages from payments due to the Contractor.
- 7.2.3. If the liquidated damage attains to a maximum of 10% of the contract amount the authority may:
- Terminate the contract agreement and forfeit the Performance Security.
 - Retain the contractor on depositing the amount equivalent to the such liquidity damage of 10% of the contract amount. However, the retention of the contractor on such ground shall not free him from his liabilities for completion of the work or any future imposition of liquidity damages.
- 7.2.4. The decision of the Authority in this regard shall be final and binding upon both the parties.

7.3. Penalty for Non-Compliance

Sr. No.	Penalty Description	Penalty Amount
1.	Non-compliance to SWM Rules 2026, CPCB norms, Environment (Protection) Act, 1986 and other Environmental Standards, statutory norms guidelines and their amendments from time to time notified by regulatory authorities or as specified in the Contract.	Rs. 5,000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various authorities.
2.	Non-compliance of Safety Standards, use of Personal Protective Equipment, fire safety, slope stability while forming windrows (if any during pre-stabilization process) by the workers	Rs.5,000 /- per incidence per day, till the compliance of the failure is achieved in addition to the Penalties/ Actions imposed by various authorities.
3.	Non-compliance against disposal mechanism as prescribed in the scope of work (for inert, combustible or any other end product).	Rs.10,000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various authorities.
4.	Non-function of weighment system due to Technical Problems, in case it is not rectified within 24 hrs.	Rs. 5,000 /- per incidence per day, till the compliance of the failure is achieved in addition to the Penalties/ Actions imposed by various authorities.
5.	Non-availability of Site Facilities as per the detailed plan of action/ work plan, submitted by the Service Provider at the start of work and duly approved by the Authority	Rs.2,000 /- per incidence per day, till the compliance of the failure is achieved
6.	Fire incidents	Rs. 20,000/- per incidence per day till the compliance of the failure is achieved in addition to the Penalties/ Actions imposed by various authorities.



Sr. No.	Penalty Description	Penalty Amount
7.	Breakdown of Equipment	No penalty if all equipment in working condition for 95% of the operational days in a month If any equipment is not in working condition, a Penalty of INR 5,000 per day to be applied on all days from the day of non-functioning.

8. Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Deesa Nagarpalika Dump Site, Gujarat 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:

- 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;
- Consult with any Bidder in order to receive clarification or further information including justification of financial bid submitted;
- Retain any information and/ or evidence submitted to the AUTHORITY by, on behalf of, and/ or in relation to any Bidder; and/ or
- 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, whether present or future.