

**NAGAR NIGAM ARA , BHOJPUR**

**Bid Document**

**For**

**Bio-Remediation / Bio-Mining of Legacy Wastes Sites  
Utilizing Various Methodologies /Technology at  
NAGAR NIGAM ARA , BHOJPUR**

**MAY 2026**

*[Signature]*  
14/05/26

*[Signature]*  
14.05.2026  
(A.E)

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14/5/26  
EIE

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14.05.26

## DISCLAIMER

Though adequate care has been taken while preparing the RFP document, the Bidders/Bidders shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within Seven (7) days from the date of notification of RFP/Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder. Nagar nigam ara reserves the right to modify, amend, or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the bidders by posting it on the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in). The information provided in this RFP not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority, its employees and advisers 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, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this subject. The issue of this RFP does not imply that the Authority is bound to select a Bidder for the project and the Authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Bidder shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process. 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 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 AMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and AMC 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 Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BMC 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 Selection process.

  
MUNICIPAL COMMISSIONER  
NAGAR NIGAM ARA

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## Invitation for Bids

### Tender

invites online proposals for Bio-Remediation / Bio-Mining of Legacy Wastes Sites Utilizing Various Methodologies /Technology in NAGAR NIGAM ARA , BHOJPUR

NIT No. 03/2026-27

DATE-20.05.2026

Name of the Work	Bio-Remediation / Bio-Mining of Legacy Wastes Sites Utilizing Various Methodologies /Technology in NAGAR NIGAM ARA , BHOJPUR
Estimated Project Cost (Rs)	9,31,74,287.00
Bid Security/EMD (2 %)	Rs. 18,63,486.00
Cost of Bid Document	Rs. 10,000.00
Start of Bid /Downloading of RFP Document.	From 13-06-2026 (11.00 AM) <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a> .
Last Date of Online Bid Submission	30-06-2026 Till 5.00 PM.
Period during which hard copies of documents shall be physically submitted.	01-07-2025 Till 5.00 PM at NAGAR NIGAM ARA , BHOJPUR
Time & date of online opening of documents. (Mandatory documents) Technical bid	03-07-2026 at 02.000 PM at NAGAR NIGAM ARA , BHOJPUR
Periods of Bids Validity	180 Days

Head - 15<sup>th</sup> Finance Commission

The bid forms and other details can be seen & downloaded from the website portal <https://www.eproc2.bihar.gov.in>. Document fee is mandatory to be paid through online mode i.e internet payment gateway (Credit /Debit Card) , Net banking, NEFT /RTGS in favour of MUNICIPAL COMMISSIONER NAGAR NIGAM ARA , BHOJPUR.

- The RFP May be Postponed , modified or Cancelled at any time due to administrative reasons and No Claim shall be entertained on this account.



MUNICIPAL COMMISSIONER  
NAGAR NIGAM ARA



## 2. Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
2. For support related to tendering process, [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
3. Detailed N.I.T can be seen of website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
4. AMC will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
5. The authority NAGAR NIGAM ARA , BHOJPUR reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
6. For participating in e-tendering process, the agency shall have to get themselves registered to get used ID, Password. This will enable them to access the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in). and download/participate in tender.
7. Those whose are not registered in e-tendering systems, they may contact Eproc2 Portal Tollfree Number.
8. NAGAR NIGAM ARA , BHOJPUR intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for selection in terms of the RFP for the project.
9. The detail of the bidding process and summary of the scope of works for the project is included in the RFP document.
10. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
11. In the unlikely event of the server for [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in). being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
12. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same.



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13. Before submission, the bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.

14. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.

15. In exceptional circumstances, the competent authority, AMC may solicit the Bidder's consent to an extension of the period of validity.

16. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

17. The bidders shall submit their eligibility and qualification details, technical bid etc., in the online standard formats given for respective tenders in Eproc2 Portal website ([www.eproc2.bihar.gov.in.](http://www.eproc2.bihar.gov.in)) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate, /documents in the Eproc2 Portal website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /Authenticity.

18. Corrigendum/ Addendum, if any, will be published on the website itself.

19. Bidder should submit the receipt of Tender Fee/ EMD (online receipt/ original Bank guarantee), in hard copy and Scanned copy of the instrument should be uploaded as part of the offer (i.e. basic eligibility, technical eligibility criteria, turn over and all annexure etc.) as per Clause of this RFP are to be submitted/uploaded online before the online bid submission date. The hard copy should be submitted at the place mentioned in this RFP within bid submission due date and time as indicated in the tender.

20. The details of the Tender fee/EMD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.

21. For any queries regarding Tendering process, the bidders may contact at address as provided in the RFP document.

## INSTRUCTION TO BIDDERS

### A. GENERAL

#### INTRODUCTION

NAGAR NIGAM ARA , BHOJPUR is a MUNICIPAL CORPORATION in the ARA Sub- division region of BHOJPUR district, Bihar, India. It is governed by an elected Chairman and ward members. ARA town area is served by this Nagar NIGAM and has a population of 27.28 lakhs(Census-2011) with a literacy rate of 81.15%. The current MUNICIPAL COMMISSIONER is **MRS. ANJU KUMARI.**

There is an accumulation of total **168564.97MT** of legacy waste at NAGAR NIGAM ARA , BHOJPUR.

Under the Swachh Bharat Mission NAGAR NIGAM ARA , BHOJPUR has to get the old dumped waste remediated and disposed safely as per all the rules/ guidelines set over in bio mining of legacy waste.

#### 1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice - Request for Proposals (RFP), specified in the Bid Data Sheet (BDS), the Authority, as specified in the BDS, issues this bidding document for the delivery of Legacy



Waste Remediation Services, as specified in Section V, Authority's Requirements. The name and identification of this RFP procurement are specified in the BDS.

1.2 Throughout this bidding document:

- a) the term "in writing" means communication in written form (e.g., by mail, e-mail, fax, including if specified in the BDS, distributed, or received through the electronic-procurement system used by the Authority) with proof of receipt.
- b) If the context so requires, "singular" means "plural" and vice versa; and
- c) "Bidder" means a person, including any individual, Proprietorship, firm, Company, Corporation, NGO, society, trust, Govt., state or agency of a state, or any association or partnerships (whether or not having separate legal personality) of two or more of the above and shall include succession and assigns.
- d) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Authority. It excludes the Authority's official public holidays.
- e) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Authority.
- f) "Authority" means the party who employs the Service Provider.
- g) "Authority's Personnel" means all staff, labor and other employees of the Authority engaged in fulfilling the Authority's obligations under the Contract; and any other personnel identified as Authority's Personnel, by a notice from the Authority to the Service provider.
- h) "Party" means the Authority or the Service Provider, as the case may be, and "Parties" means both of them.
- i) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.
- j) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Authority;
- k) "Service Provider's Personnel" means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- l) "Services" means the work to be performed by the Service Provider pursuant to the Contract;
- m) "SCF/ RDF" means non-biodegradable, non-recyclable, non-reusable, nonhazardous solid waste having minimum calorific value exceeding 1500 kcal/kg and excluding chlorinated materials like PVC plastic, woody waste etc.
- n) "Inerts" means wastes which are not bio-degradable, recyclable, or combustible and include debris, construction and demolition wastes, street sweepings or dust and silt removed from the surface drains.
- o) "Good Earth" means mixture of organic matter and fine soil



1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS which is 6 (Six) months.

## 2. Eligible Bidders

2.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution, subject to ITB 4.5. The firm should be a single entity, no JV or consortium is allowed to bid for this project.

2.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls/ is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Authority regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the Authority's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Legacy Waste Remediation Services that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Authority or Borrower for the Contract implementation; or

2.3 A firm that is a Bidder shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved.

2.4 Bidders that are state-owned enterprises or institutions in the Authority's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Authority.

2.5 A Bidder shall not be under suspension from Bidding by the Authority as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.

2.6 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Authority, as the Authority shall reasonably request.

## 3. Qualification of the Bidder

All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

## B. Contents of Bidding Document

### 4. Sections of Bidding documents

4.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 7.

#### **PART 1: Bidding Procedures**

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4.2 The Specific Procurement Notice - Request for Proposals (RFP) or the notice to prequalified Bidders, as the case may be issued by the Authority, is not part of this bidding document.

4.3 Unless obtained directly from the Authority, the Authority is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 7. In case of any contradiction, documents obtained directly from the Authority shall prevail.

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.

## **5. Site Visit**

5.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and their surroundings shall be at the Bidder's own expense. Bidder must take an official permission to visit the site and follow applicable safety measures, while moving around the site.

## **6. Clarification of Bidding document**

6.1 A Bidder requiring any clarification of the bidding document shall contact the Authority in writing at the Authority's address specified in the BDS. The Authority will respond in writing to any request for clarification, provided that such a request is received prior to the deadline for submission of Bids within a period specified in the BDS. The Authority shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 4.3, including a description of the inquiry but without identifying its source. If so, specified in the BDS, the Authority shall also promptly publish its response at the web page identified in the BDS. Should the clarification result in changes to the essential elements of the bidding document, the Authority shall amend the bidding document following the procedure under ITB 7 and ITB 20.2.

## **7. Amendment of Bidding document**

7.1 At any time prior to the deadline for submission of Bids, the Authority may amend the bidding document by issuing an addendum. The addendum will appear on the Eproc2 Portal system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.

7.2 Any addendum issued shall be part of the bidding document and shall be communicated to all bidders who have obtained the bidding document from the Authority in accordance with ITB 4.3. The Authority shall also promptly publish the addendum on the Authority's web page in accordance with ITB 6.1.

7.3 To give prospective Bidders reasonable time in which to consider an addendum in preparing their Bids, the Authority shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 20.2 below.

## **C. Preparation of Bids**

### **8. Cost of Bidding**

8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

### **9. Language of Bid**



9.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Authority shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### 10. Documents Comprising the Bid

10.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.

10.2 The Technical Part shall contain the following:

- (a) Letter of Bid – Technical Part prepared in accordance with ITB 11;
- (b) Bid Security in accordance with ITB 17.1;
- (c) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 17.2;
- (d) Qualifications: documentary evidence in accordance with ITB 15 establishing the Bidder's qualifications to perform the Contract if it's Bid is accepted;
- (e) Bidder's Eligibility: documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility to Bid;
- (f) Conformity: documentary evidence in accordance with ITB 14, that the Services conform to the bidding document;
- (g) and any other document required in the BDS.

10.3 The **Financial Part** shall contain the following:

- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 11 and ITB 12;
- (b) Schedules: priced Activity Schedule completed in accordance with ITB 11 and ITB 12;
- (c) any other document required in the BDS.

10.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non- responsive.

#### 11. Process of bid submission



- 11.1 The Letter of Bid - Technical Part, Letter of Bid – Financial Part, and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 18.3. All blank spaces shall be filled with the information requested.
- 11.2 Entire Bid including the Letters of Bid and filled-up Activity Schedule shall be submitted online on e- procurement system specified in ITB 6.1. Details and process of online submission of the tender and relevant documents are given on the website mentioned above. Scanned copies of documents listed in ITB clauses 10 and 11.3 should also be uploaded on this website.
- 11.3 Submission of Original Documents: The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on Eproc2 Portal website (if not previously registered) (as per RFP); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non- responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.

## **12. Bid Price**

- 12.1 The price quoted by the Bidder in the Letter of Bid – Financial Part shall conform to the requirements specified below.
- 12.2 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
- 12.3 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications and listed in the financial bid (Format attached in Section IV – Bidding Forms). Items for which no rate or price is entered by the Bidder will not be paid for by the Authority when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 12.4 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
- 12.5 If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 12.6 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendix E to the Contract.

## **13. Currencies of Bid and Payment**

- 13.1 The prices shall be quoted by the Bidder, and shall be paid for by the Authority, entirely in Indian Rupees

## **14. Documents Establishing Conformity of Services**







- 14.1 To establish the conformity of the Legacy Waste Remediation Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section V, Authority's Requirements.
- 14.2 Standards for provision of the Legacy Waste Remediation Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Authority's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Authority's Requirements.

#### **15. Documents Establishing the Eligibility and Qualifications of the Bidder**

- 15.1 To establish their eligibility in accordance with ITB 2, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.
- 15.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Authority's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 15.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, detailed plan of action/ work plan and schedule.

#### **16. Period of Validity of Bids**

- 16.1 Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Authority in accordance with ITB 7. A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Authority in accordance with ITB 7, shall be rejected by the Authority as nonresponsive.
- 16.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Authority may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 17, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

#### **17. Bid Security**

- 17.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of the Technical Part of its Bid, a Bid security, as specified in the BDS, in original form and, in the case of a Bid Security in original form, in the amount and currency specified in the BDS.
- 17.2 If a Bid Security is specified pursuant to ITB 17.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:
- (a) an unconditional guarantee issued by a nationalized/ scheduled bank located in India (b) An irrevocable letter of credit; issued by a Nationalized /Scheduled Bank located in India.
  - (c) a cashier's or certified check; or demand draft from a Nationalized/ Scheduled bank located in India; or
  - (d) another security specified in the BDS,
- If the unconditional guarantee is issued by institution located outside India, it shall be counter signed by a



Nationalized/ Scheduled bank located in India to make it enforceable. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Authority prior to Bid submission. The form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 16.2.

- 17.3 If a Bid Security is specified pursuant to ITB 17.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Authority as non-responsive.
- 17.4 If a Bid Security is specified pursuant to ITB 17.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 41.
- 17.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 17.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws/modifies/substitutes its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 40; or
    - (ii) furnish performance security in accordance with ITB 41

#### **18. Form at and Signing of Bid**

- 18.1 The Bidder shall prepare the Bid as per details given in ITB 22.
- 18.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 18.3 A person or persons shall sign the Bid duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the Bid.
- 18.4 The Bid shall be signed by an authorized representative of the bidder, and so as to be legally binding on the company as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the bidder shall be uploaded along with the Bid.
- 18.5 Corrections, if any, can be carried out by editing the information before electronic submission on e-procurement portal.

#### **D. Online Submission of Bids**

##### **19. Preparation of Bids**



- 19.1 Bids, both Technical and Financial Parts, shall be submitted online on the Eproc2 Portal system specified in BDS 6.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Proposals under this Project is published on this website. Any citizen or prospective bidder can log on to this website and view the Request for Proposals and can view the details of Legacy Waste Remediation Services for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration on the website. The bidder should register on the website using the relevant option available. The bidder can then log in the website through the secured login by entering the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.
- 19.2 The completed bid comprising of documents indicated in ITB 10, should be uploaded on the Eproc2 Portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
- 19.3 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgment of bid submission.
- 19.4 Physical, e-mail, Telex, Cable, or Facsimile bids will be rejected as non-responsive.

## **20. Deadline for Submission of Bids**

- 20.1 Bids must be uploaded online no later than the date and time specified in the BDS.
- 20.2 The Authority may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 7, in which case all rights and obligations of the Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **21 Late Bids**

- 21.1 The electronic bidding Eproc2 system would not allow any late submission of bids after due date & time as per server time

## **22 Withdrawal, Substitution and Modifications of Bids**

Bidders may modify their bids by using the appropriate option for bid modification on Eproc2 Portal before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of the bidding document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In the online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re- submission of the bid is allowed.



- 22.1 Bids requested to be withdrawn in accordance with ITB 22.1 shall not to be opened.
- 22.2 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the p on the Letter of Bid (Technical Part and repeated in Letter of Bid - Financial Part) or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB.

## **E. Public Opening of Technical Parts of Bids**

### **23 Public Opening of Technical Parts of Bids**

- 23.1 The Authority shall, at the Bid opening, publicly open technical parts of all the bids and read out all Bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the Eproc2 Portal system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 11.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 11.3 will be declared non- responsive and will not be opened. Thereafter bidder's names, and such other details as the Authority may consider appropriate will be notified online by the Authority at the time of bid opening.
- 23.2 The electronic summary of the bid opening will be generated and uploaded online. The Authority will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, that are opened at Bid opening of Technical Parts shall be considered further for evaluation

## **F. Evaluation and Comparison of Bids**

### **24 Confidentiality**

- 24.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Contract Award is transmitted to all Bidders in accordance with ITB 36.
- 24.2 Any effort by a Bidder to influence the Authority in the evaluation or contract award decisions may result in the rejection of its Bid.
- 24.3 Notwithstanding ITB 24.2, from the time of Bid opening to the time of Contract Award, if

any Bidder wishes to contact the Authority on any matter related to the Bidding process,  
it should do so in writing.



## **25 Clarification on Bids**

- 25.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Authority may, at the Authority's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Authority may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Authority shall not be considered. The Authority's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the Bids, in accordance with ITB 33.
- 25.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Authority's request for clarification, its Bid may be rejected.

## **26 Deviations, Reservations and Omissions**

- 26.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

## **27 Nonconformities, Errors and Omissions**

- 27.1 Provided that a Bid is substantially responsive, the Authority may waive any nonconformities in the Bid.
- 27.2 Provided that a Bid is substantially responsive, the Authority may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 27.3 Provided that a Bid is substantially responsive, the Authority shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Authority shall use its best estimate

## **G. Evaluation of Technical Parts of Bids**



**28 Evaluation of Technical Parts**

- 28.1 In evaluating the Technical Parts of each Bid, the Authority shall use the criteria and methodologies listed in ITB 29, ITB 30, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

**29 Determination of Responsiveness**

- 29.1 The Authority's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10.
- 29.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) If accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Legacy Waste Remediation Services specified in the Contract; or
    - (ii) Limit in any substantial way, inconsistent with the bidding document, the Authority's rights, or the Bidder's obligations under the Contract; or
  - (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 29.3 The Authority shall examine the technical aspects of the Bid submitted in accordance with ITB 14 and ITB 15, in particular, to confirm that, all requirements of Section V, Authority's Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30 Qualification of The Bidder**

- 30.1 The Authority shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid – Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder that submitted the Bid.
- 30.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.



## H. Public Opening of Financial Parts of Bids

### 31 Public Opening of Financial Parts of Bids

- 31.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Authority shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
  - (b) their Financial Part of Bid will not be opened; and
  - (c) notify them of the date, time and location of the public opening of Financial Parts of the Bids.
- 31.2 The Authority shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:
- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
  - (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and
  - (c) notify them of the date, time and location of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**
- 31.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid and as the Authority may consider appropriate, will be notified online by the Authority at the time of bid opening.
- 31.4 The electronic summary of the bid opening will be generated and uploaded online. The Authority will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

## I. Evaluation of Financial Parts of Bids

### 32 Evaluation of Financial Part

- 32.1 In evaluating the Financial Part of each Bid, the Authority will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:
- (a) price adjustment due to quantifiable non-material nonconformities in accordance with ITB 27.3.
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including

Day work, when requested in the Specifications (or Terms of Reference); and

(c) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

- 32.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

**33 Correction of Arithmetical Errors.**

- 33.1 The Eproc2 Portal system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction.

**34 Comparison of Financial Parts of The Bid**

- 34.1 The Authority shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 32.1 to determine the Bid that has the lowest evaluated cost.

**35 Abnormally Low Bids**

- 35.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 35.2 In the event of identification of a potentially Abnormally Low Bid, the Authority, unless otherwise specified in the BDS, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 35.3 After evaluation of the price analyses, in the event that the Authority determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Authority shall reject the Bid.

**36 Authority's Right to Accept any Bid and to Reject any or All Bid**

- 36.1 The Authority reserves the right to accept or reject any Bid, and to award the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

**J. Award of Contract**

**37 Award Criteria**

37.1 Subject to ITB 36, the Authority shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Least Cost (L1) Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) Substantially responsive to the bidding document; and
- (b) Least Cost selection (L1)

### **38 Notification of Award**

38.1 Prior to the expiration of the Bid Validity Period, the Authority shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Authority will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

38.2 At the same time, the Authority shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- a) name and address of the Authority;
- b) name and reference number of the contract being awarded, and the selection method used;
- c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
- e) the name of the successful Bidder, the final total contract price, the contract duration, and a summary of its scope

38.3 The Contract Award Notice shall be published on the Authority's website.

38.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

### **39 Debriefing by the Authority**

39.1 The Authority shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Authority in writing to explain on which grounds its bid was not selected.

### **40 Signing of Contract**

40.1 Promptly upon Notification of Award, the Authority shall prepare the Contract Agreement and keep it ready in the office of the Authority for the signature of the Authority and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Authority and the successful Bidder.

40.2 Within thirty (30) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 41, and revised methodology for delivery of services.

### **41 Performance Security**

41.1 Within thirty (30) days of the receipt of the Letter of Acceptance from the Authority, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the



Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Authority.

- 41.2 If the Performance Security furnished by the successful Bidder is in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a nationalized/ scheduled bank located in India, or by a foreign bank acceptable to the Authority, through a correspondent bank located in India.
- 41.3 failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Authority may award the Contract to the Bidder offering the next best quote or annul the bid process.

#### 42 Adjudicator

- 42.1 The Authority proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Authority has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

#### 43 Procurement Related Complain

- 43.1 43.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

## Section II - Bid Data Sheet (BDS)

The following specific data for the Legacy Waste Remediation Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Proposals (RFP/ Tender No.) is :</p> <hr/> <p>The Authority is- NAGAR NIGAM ARA , BHOJPUR</p> <p>The name of the RFP is: <i>Bio-Remediation / Bio-Mining of Legacy Wastes Sites Utilizing Various Methodologies /Technology at ARA , BHOJPUR</i></p>

ITB 1.2(a)	<p><i>[delete if not applicable]</i></p> <p><b>Electronic –Procurement System</b></p> <p>The Authority shall use the following electronic-procurement system to manage this Bidding process:</p> <p><i>[www.eproc2.bihar.gov.in.]</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process:</p> <p><i>The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc2.bihar.gov.in.. Technical and financial bids should be submitted online on the given website]</i></p>
ITB 1.3	<p>The                      Intended                      Completion                      Date                      is</p> <p><i>Six Months.</i></p>
ITB 2.1	<p>The bidder should be a single entity. Bids from Joint Ventures are not permitted.</p>
<b>B. Contents of Bidding Document</b>	
ITB 6.1	<p>For <u>Clarification of Bid purposes</u> only, the Authority's address is:</p> <p>NAGAR NIGAM ARA , BHOJPUR</p> <p>Attention: <i>MUNICIPAL COMMISSIONER</i></p> <p>Address: <i>[MUNICIPAL COMMISSIONER, NAGAR NIGAM ARA , BHOJPUR Ara , Pin no - 802301</i></p> <p>Email:- <u>mucommissionerara@gmail.com</u></p>
ITB 7.1	<p>The addendum will appear on the Eproc2 Portal system under <u>www.eproc2.bihar.gov.in.</u> and</p> <p>Email notification is also automatically sent to those bidders who have started working on this tender.</p>

<b>Bid Submission</b>	<ul style="list-style-type: none"> <li>➤ Bidders shall submit the digitally signed technical proposal online at <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a>. in the formats at Appendix (the "Technical Proposal") or before the date and time mentioned in this RFP.</li> <li>➤ The Financial Proposal shall be submitted online only and as per given in Annexure (the "Financial Proposal"), clearly indicating the total cost of the work in both figures and words, in Indian Rupees, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.</li> </ul>
<b>ITB 10.2 (f)</b>	<p>The Bidder shall submit the following additional documents in its Bid: [list any additional document not already listed in ITB 10.2 that must be submitted with the Bid. The list of additional documents should include the following]</p> <p>„Bidder Registration certificate (as per RFP)“.</p>
<b>ITB 10.1 (g)</b>	<p>The Bidder shall submit the following additional documents in its Bid: [list any additional document not already listed in ITB 10.1 that must be submitted with the Bid.</p>

<b>ITB 10.3</b>	<p>The Bidder shall submit the following additional documents in its Bid: [list any additional document not already listed in ITB 10 that must be submitted with the Bid.</p>
<b>ITB 11</b>	<p>Note for Bidders: Bidders have to submit the bids on the Eproc2 Portal along with the relevant required documents. For this purpose, the bidders shall fill in the forms that are available for online filling on the e- portal. The rest of the forms shall be downloaded by the bidders and filled up. The filled-up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>



<b>ITB 11.3</b>	<p>For submission of original documents, the Authority's address is:</p> <p><i>[MUNICIPAL COMMISSIONER, NAGAR NIGAM ARA , BHOJPUR</i></p> <p>Address: <i>[MUNICIPAL COMMISSIONER, NAGAR NIGAM ARA , BHOJPUR, Ara , Pin -802301</i></p> <p>Email:- <u>mucommissionerara@gmail.com</u></p>
<b>ITB 12.5</b>	<p>The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract as per Appendix B, Section VII</p>
<b>ITB 16.1</b>	<p>The Bid validity period shall be 180 days.</p>

<b>ITB 17.1</b>	<p>A Bid-Security <b>shall be</b> required. The amount of the Bid Security shall be Rs Rs18,,63,486.00</p> <p>Eighteen lakhs sixty three thousands four hundred eighty six rupees only) to be paid through Bank Guarantee (BG), EMD should be payable in name of <i>[MUNICIPAL COMMISSIONER, NAGAR NIGAM ARA , BHOJPUR</i></p>
<b>ITB 17.2 (d)</b>	<p>Other types of acceptable securities: Fixed Deposit/Time Deposit certificate issued by a Nationalized/ Scheduled bank located in India for equivalent or higher values are acceptable as bid security provided it is pledged in favour of <i>[MUNICIPAL COMMISSIONER, NAGAR NIGAM ARA , BHOJPUR</i>. and such pledging has been noted and suitably endorsed by the bank issuing the certificate.</p>

<b>ITB 18.1</b>	In addition to the original Bid submitted online, a hard copy of technical bid should be submitted at the address given above.
<b>ITB 18.3</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of Letter of Authorization.
	<b>D. Online Submission of Bids</b>
<b>ITB 20.1</b>	<p>For <b><u>Bid submission purposes (Hard copy of Technical Bid)</u></b> only, the Authority's address is:</p> <p><i>[MUNICIPAL COMMISSIONER, NAGAR NIGAM ARA , BHOJPUR</i> Address: <i>[MUNICIPAL COMMISSIONER, NAGAR NIGAM ARA , BHOJPUR</i> Near Ara , Pin - 802301</p> <p>Email <a href="mailto:mucommissionerara@gmail.com">mucommissionerara@gmail.com</a></p>

	<b>E. Public Opening of Technical Parts of Bids</b>
<b>ITB 23.1</b>	The online opening of Technical Part of Bids shall take place at <i>MUNICIPAL COMMISSIONER, NAGAR NIGAM ARA , BHOJPUR</i>
	<b>F. Evaluation and Comparison of Bids – General Provisions</b>
<b>ITB 30.3</b>	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Authority shall use its best estimate.
	<b>G. Public Opening of Financial Parts of Bids</b>
<b>ITB 31.2 (c)</b>	Following the completion of the evaluation of the Technical Parts of the Bids, the Authority will notify all Bidders of the date and time of the public opening of Financial Parts of Bids.
	<p>In addition to the above the Authority shall publish a notice of the public opening of the Financial Parts of the Bid on its website <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a>.</p> <p><i>[Note: The Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders]</i></p> <p>In the event of the specified date of bid opening being declared a holiday for the Authority, the bids will be opened at the appointed time and location on the next working day.</p>
	<b>H. Evaluation of Financial Parts of Bids</b>
	<b>I. Award of Contract</b>



ITB 41	<p>The Performance Security amount is <b>5</b> percent of Contract Amount, and the Standard Form of Performance Security acceptable to the Authority shall be [ “ Bank Guarantee”].</p> <p>It shall be the responsibility of the selected Bidder to always keep the Bank Guarantee valid during the Contract period/ or as per the requirement of the Contract Agreement.</p> <p><i>[A Bank Guarantee shall be unconditional (on demand) (see Section VIII: Contract Forms). The amount of 5 percent of the Contract Price is commonly specified for Performance Bank Guarantees. If the performance security is given as a cashier's cheque or certified cheque or demand draft, the same shall be drawn from a nationalized/scheduled bank in India in favour of [MUNICIPAL COMMISSIONER, NAGAR NIGAM ARA , BHOJPUR payable at ARA ,BHOJPUR</i></p>
ITB 42	<p>The Adjudicator proposed by the Authority is Madan Mohan, Advocate (High Court, Patna, Bihar). The daily rate for this proposed Adjudicator shall be decided mutually by both parties – contractor and authority.</p> <p>The biographical data of the proposed Adjudicator will be provided at the time of contract.</p> <p><b>Note:</b>  <i>Institutions such as Indian Corporation of Arbitration (ICA) also maintain panel of experienced and trained adjudicators and if needed, such institutions could be approached for providing a list of potential adjudicators.</i></p>

### Section III - Evaluation and Qualification Criteria

#### TECHNICAL PART

##### 1. Adequacy of Technical Proposal

In evaluating the Technical Parts of each Bid, the Authority shall use the criteria and methodologies listed in the Instructions to Bidders and in this Section III, Evaluation and Qualification Criteria. If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected, and Financial Part of that Bid shall not be opened.

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical & financial capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V, Authority's Requirements.

## 2. Qualification

2.1 All Bidders shall include the following information and documents with their Bids:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last seven years;
- (c) Experience in Services of a similar nature and size for each of the last seven years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past Three years;
- (g) the annual Financial Turnover for each of the last three financial years (FY 2023-24, 2024-25 and 2025-2026) & Net Worth for each of the last five financial years (FY 2021-2022, 2022-23, 2023-24, 2024-2025, 2025-2026);
- (h) authority to the Authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and

### 2.1 Minimum Qualification Requirement - Technical

The quantity of legacy waste lying at the site is 168564.97 MT.

The cost of the project/Work is INR 9,31,74,287.00

*Note Estimated Project Cost may be assumed at INR 550/MT Ton \* estimated Project/Work Cost Can be taken approximately Rs. 9,31,74,287.00*

*Ask for projects for minimum qualification as per below.*

#### 1) Registration

- The Bidder must be a registered company under the (Indian) Companies Act, 1956 I 2013 or a company incorporated under equivalent law.

**Documentary Evidence:** Relevant documentary proof (Certificate of Incorporation, PAN and GST registration certificate) should be submitted.

#### 2) Relevant Experience

- (One) legacy waste management project of 60% of the total defined legacy waste to be remediated.
- (Two) legacy waste management projects of 50% of the total defined legacy waste to be remediated.
- (three) legacy waste management projects of 40% of the total defined legacy waste to be remediated.

**Documentary Evidence:** The Bidder should be able to submit following documentary evidence:

- Work Order
- Contract Agreement
- Completion Certificate

### 3) Annual Turnover

- The bidder must have an average financial annual turnover of at least 40 % of the estimated project cost of remediating the legacy waste in the last three financial years F. Y. 2023 -24, 2024-25, 2025 -26.

#### Documentary Evidence:

- A certificate from Chartered Accountant /Statutory Auditor should be submitted.

### 4) Blacklisting

- The bidder should not have been blacklisted/debarred by any Central/State Government as on the date of issue of the RFP.

**Documentary Evidence:** Undertaking by the authorized signatory of the bidder should be submitted.

### 5) Net Worth

- The bidder should have a positive net worth in any Three years out of the preceding 5 years

**Documentary Evidence:** Certificate from the statutory auditor/CA clearly specifying the net worth of the firm.

Audited Balance Sheet and Audited Profit & Loss Statement.

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

- made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirement;
- record of poor performance such as abandoning the works or services, not properly completed or financial failures etc.
- consistent history of litigation or arbitration awards against the bidder.

### 2.3 Minimum Qualification Requirement - Financial

a) Net worth - positive in any three years out of preceding 5 years

b) The annual average financial turnover should be at least 40% of the estimated project cost of remediating the legacy waste.

**Note:** - Estimated Project Cost may be assumed at INR 550/MT Ton \* estimated legacy waste quantity to be remediated.

## FINANCIAL PART

### 1. Evaluation Process

The evaluation of this RFP shall be carried out based on the least cost selection (L1) method. The Bidder that qualifies the minimum qualification requirement will qualify for the financial proposal opening.



## Section IV- Bidding Forms Table of Forms

- ❖ Letter of Bid – Technical Part
- ❖ Letter of Bid – Financial Part

### Letter of Bid – Technical Part

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

Date of this Bid submission: *[insert date (as day, month, and year) of Bid submission]* RFP No.: *[insert number of RFP process]*

To: *[insert complete name of Authority]*

- (a) No reservations: We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 7;
- (b) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 2;
- (c) Conformity: We offer to provide the Legacy Waste Remediation Services in conformity with the bidding document for the following: *[insert a brief description of the Legacy Waste Remediation Services]*;
- (d) Bid Validity Period: Our Bid shall be valid for the period specified in BDS 16.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 20.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) Performance Security: If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (f) One Bid per Bidder: We are not submitting any other Bid(s) as an individual Bidder.
- (g) State-owned enterprise or institution: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution];*
- (h) Binding Contract: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (i) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid, or any other Bid that you may receive
- (j) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (k) We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.
- [or]
- We do not accept the appoint of *[insert name proposed in Bid Data Sheet]* as the Adjudicator and propose instead that *[insert name]* be appointed as Adjudicator whose daily fees and biographical data are attached; and
- (l) If awarded the contract, the person named below shall act as Service Provider's Representative: \_\_\_\_\_
- \_\_\_\_\_

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing] day of [insert month], [insert year]*

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

## A. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month, and year) of Bid submission] RFP No.: [insert number of bidding process]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name [insert Bidder's legal name]
2. In case of JV, legal name of each member : [insert legal name of each member in JV]
3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 2.4 documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that the Bidder is not under the supervision of the agency of the Authority.</li></ul>
8. Included are the organizational chart, and a list of Board of Directors



## B. Bidder's JV Members Information Form

The Bidder should be a single entity. No JV or Consortium is allowed to bid for this project.

## C. Form for Financial Qualification

### a) Turnover in last three financial years


Financial Year	Annual Turnover (in INR)
2023 – 2024	
2024 – 2025	
2025 – 2026	
Average Turnover	

### b) Net Worth in last five financial years:

Financial Year	Net worth (in INR)
2021 – 2022	
2022 – 2023	
2023 – 2024	
2024 – 2025	
2025 – 2026	

Note:

1. The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
2. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. Failure to do so would result in the Proposal being considered as non-responsive. 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 five years preceding the year for which the audited annual report is not being provided.
3. A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Pre-Qualification.

  
J.E.

#### D. Qualification Information

##### Form 1: Format for summary of Technical Qualification

###### A. Summary Table

Name of Applicant Claiming the Project Experience: .....								
S. No.	Brief Project Description	Project Date (Only those Project(s) awarded in preceding 5 FY from due date of bidding shall be considered)	Award (Only expected completion date)	Project Completion Date/expected completion date	Project Cost in INR (Cr)	Project Capacity (in MT per day) (A)	Claiming Entity's Share in The Project (%) (B)	Effective Handled Capacity Ax B (C) (in MT per day)

- B. Average Project Capacity (As per column 'C') of eligible projects handled (as mentioned in summary table above is (in MT per day)
1. The details of each of the works mentioned in the above table must be provided separately in Form 2.
  2. Use a separate sheet for each member in case of a Consortium/JV. (Consortium/JV Not Allowed)
  3. Provide attested copies of Work Orders and /or Completion Certificates for each project. work orders/ testimonials will be verified if required.
  4. Each certificate of experience will be duly signed/confirmed by a representative of the client (to be of at least Executive Engineer Rank)