



TENDER FOR
“Legacy work management solution for Porbandar –
Municipal Corporation by Bio-remediation and Bio-
mining process at Dumping site of in Porbandar”



Issued By

Municipal Commissioner

Porbandar Municipal Corporation

Porbandar Municipal Corporation, Pandit Dindayal

Upadhyay bhavan, Railway Station Road, Pin:

360575, Porbandar, Gujarat

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Disclaimer:

This Tender (Tender Document) for "Selection of Legacy work management solution for Porbandar Municipal Corporation by Bio-remediation and Bio-mining process at Dumping site in Porbandar town contains brief information about the scope of work and selection process for the Successful Bidder. The purpose of the Document is to provide the Bidders or Applicants with information to assist the formulation of their bid application ("the Application").

While all efforts have been made to ensure the accuracy of information contained in this Tender Document, this Document does not purport to contain all the information required by the Bidders. The Bidder or Applicant should conduct their own independent assessment, investigations and analysis and should check the reliability, accuracy and completeness of the information at their end and obtain independent advice from relevant sources as required before submission of their bid application. Porbandar Municipal Corporation (the Authority) or any of its employees or advisors shall incur no liability under any law, statute, rules or regulations as to the accuracy or completeness of the tender Document.

Authority reserves the right to change any or all conditions/ information set in this Tender Document by way of revision, deletion, updating or annulment through issuance of appropriate addendum as AUTHORITY may deem fit without assigning any reason thereof.

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Preamble

Porbandar Municipal Corporation invites Technical Bids and Price Bids from interested Bidders for Selection of legacy work management solution for **Porbandar Municipal Corporation** by Bio- remediation and Bio-mining process at Existing dumpsite in Porbandar Town.

The Bids shall be prepared in English and all entries must be typed and written in blue / black ink. Initials of the authorized representative of the bidder must attest all alterations made if any while filling the Bids. Failure to comply with any of these conditions may render the Bid invalid.

A copy of this tender document with all pages duly stamped and signed must accompany the bid.

Authority shall not be responsible for any costs or expenses incurred by the Bidders in connection with the preparation and delivery of bids, including costs and expenses related to visits to the sites.

Authority reserves the rights to cancel, terminate, change or modify this tender process and/or requirements of bidding stated in the Tender, without assigning any reason or providing any notice and without accepting any liability for the same.

The bid evaluation shall be done on the basis of the technical evaluation process specified in Instruction to Bidder section of this Tender. Only those proprietor/firms/companies who qualify based on this evaluation process will be qualified Bidders for the purpose of opening of price bids and its evaluation. The date of opening of Price Bids will be communicated to qualified bidders at a later date.

Definitions

- “AUTHORITY” shall mean **Porbandar Municipal Corporation**.
- “Bid” or “Detailed Bid” or “Tender” shall mean the detailed Bid submitted by the Bidder in response to this tender including clarifications and/or amendments, if any.
- “Bid Security” shall mean the Security furnished by the Bidder, as part of the Detailed Bid submission.
- “Due Date” shall mean the last date for submission of Tender.
- “Month” shall mean generally a period of **31 days**.
- “Firm” shall mean a single legal entity, which is a registered body, Government agency or Statutory body.
- “Letter of Intent (LoI)” or “Letter of Acceptance (LoA)” shall mean the letter to be issued by authority to the successful bidder indicating the acceptance of his offer in accordance with the conditions of this Tender document.
- “Performance Security” or “Performance Bank Guarantee” shall mean the Bank Guarantee furnished by a successful Bidder as per terms and conditions of this tender.
- “Service Provider” or “Bidder” or “Agency” shall mean the proprietor / firms / companies which is the successful/Preferred bidder and has been selected by the Authority for the work as per the terms and conditions of this tender.
- “Taxes and Duties” shall mean all taxes, duties, fees, cess etc. payable as per applicable laws in Indian connection with the discharge of responsibilities as per the scope of work envisaged.
- "Engineer in charge" means the person nominated by the Authority for overall supervision and coordination of the work, provide approval to work plan and work schedules submitted by the contractor for commencement of the work, approval of drawings and specification, certification of the work executed by the contractor and invoice raised by the contractor. The Word “Engineer” wherever used, other than mentioned or specified, means the Engineer-in-charge

- "Work" the expression "work" or "works" or "Project" where used in these conditions shall unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.
- "Work Plan" means the implementation plan, including phasing of works, physical completion milestones and other such details that the Authority shall seek from time to time with respect to tracking progress of the works.
- "Completion of work" means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.

Invitation for Tenders

(Through n-procure — Procurement Portal Only)

Porbandar Municipal Corporation invites tenders for Selection of legacy work management solution for **Porbandar Municipal Corporation** by Bio-remediation and Bio-mining process at Existing Dumping site in Porbandar Town.

The tender is to be submitted in closed covers and addressed to the Municipal Commissioner, **Porbandar Municipal Corporation, Pandit Dindayal Upadhyay bhavan, Railway Station Road, Pin: 360575, Porbandar, Gujarat**.
E: co_porbandarnagarsevasadan@yahoo.com, on or before 16:00 hrs. On **21/07/2026** through RPAD or Speed Post.

Tender document can be downloaded from the nprocure website from **30/06/2026**, onwards.

Other details can be seen in the tender document.

Municipal Commissioner
Porbandar Municipal Corporation

Bid summary

Sr. No	Key Information	Detail
1	Name of Tender	Selection of “ Legacy work management solution for Porbandar Municipal Corporation by Bio-remediation and Bio-mining process at Dumping site in Porbandar Town ”
2	Estimated cost	Rs. 4,43,97,600/-(Including GST)
3	Tender fee	INR 7080/- (Seven Thousand Eighty Rupees)
4	EMD (1%)	INR. 4,43,970.00/- (Four Lakh fourty three thousand nine hundred seventy rupees Only) DD/FDR or Bank guarantee of any Nationalize bank or approved bank by GoG in favour of Municipal Commissioner, Porbandar Municipal Corporation for the period of 210 days as per list mentioned in GR of Finance Department, GR. No.: EMD/10/2018/18/DMO, Date: 16.04.2018).
5	Publication of Tender	30/06/2026
6	Last Date of Online submission of tender	14/07/2026 Till 17:30 pm
7	Last date of physical submission of tender documents.	21/07/2026 Till 16:00 pm through Only by RPAD or Speed post
8	Bid validity period	Bids shall remain valid for a period of 180 days (One hundred and eighty days) after the due date of bids.
9	Bid Opening Date	14/07/2026 at 18:05 PM
10	Place of physical Submission	Only by RPAD or Speed post Municipal Commissioner Porbandar Municipal Corporation, Pandit Dindayal Upadhyay bhavan, Railway Station Road, Pin: 360575, Porbandar,Gujarat E: co_porbandarnagarsevasadan@yahoo.com
11	Joint Venture/ Consortium	Not Allowed
12	Tenure of service Contract	The contract period will be 10 months from the date of work order issued.

13	Tender submission Format	<p>Envelope 1. EMD and Tender fee</p> <p>Envelope 2: Tender documents along with all necessary credential asked in tender, duly signed and stamped by authorized Person of bidder.</p> <p>Envelope 3 Contains envelope 1 and 2</p>
14	Payment Basis	Payment shall be made to the bidder as per payment terms mentioned in the tender documents on submission of invoice and other documents as per norms of AUTHORITY.
15	Taxes	Bidder should <u>quote price including Taxes. GST Not paid Extra.</u>
16	Signing of agreement	Agreement shall be signed between Authority and the Bidder, incorporation terms of tender, as directed by authority.
17	Performance Security Deposit	<p>5% of the Final Bid Value expressed in terms of the total fees payable in one years for the scope of work as described above in the form of Bank Guarantee from nationalized/ scheduled bank / Banks as per GoG circular.</p> <p>This shall be payable on or before signing of Agreement. The said bank guarantee should be encashable in Porbandar Municipal Corporation . This BG should be valid up to contract period (6 month) and additional 60 days after contract completion.</p> <p>The general format of the bank guarantee for Performance Security is given in this tender. The performance security should be valid up to end of contract period and an additional period of 60 days.</p>
The Tender is open to all Bidders in the e-procurement platform. The detailed Tender can be downloaded from the e-procurement portal.		

A. Tender Document may be downloaded from the **n-Procurement Website** from the date mentioned in the table above. Only interested bidders shall have to pay Bid Processing fee. The e-tender document fee will be non-refundable.

B. Consultant can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website after submitting the EMD and tender processing fee in the form of e-payment.

- EMD amount is **4,43,970.00/- (Four Lakh fourty three thousand nine hundred seventy rupees Only)**
- Tender Processing Fee is **INR 7080/- (Seven Thousand Eighty Rupees).**
- EMD of the unsuccessful bidders will be refunded only after issue of work order to successful bidder.
- Tender fees and EMD shall be paid in name **Municipal Commissioner, Porbandar Municipal Corporation.** Tender fees must be in form of Demand Draft only and EMD shall be paid in form of Bank Guarantee, FDR or Demand Draft.
- For Above mentioned payment Only Nationalized or scheduled banks are allowed.

C. Pre-bid meeting will be held at **Porbandar Municipal Corporation** Office, Pandit Dindayal Upadhyay bhavan, Railway Station Road, Porbandar, Gujarat. E: co_porbandarnagarsevasadan@yahoo.com.

D. Bidder should attach all the scanned copies of documents pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (also all scanned copies should be visible and should have clarity)

E. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the contract bid.

F. A successful bidder will have to execute an agreement with AUTHORITY within **7 days** upon receipt of **Letter of Appointment**. The work shall be commenced with all earnestness **within 7 days** from the date of signing of the Contract, failing in such cases action will be taken to get the work executed through alternate agency.

- G. AUTHORITY reserves the right to accept / reject any or all tenders without assigning any reasons.
- H. Corrigendum/ modifications / corrections, if any, will be published on the website only.
- I. If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- J. The Schedule indicated above is tentative and AUTHORITY may change any or the entire schedule under intimation to Suppliers.

Municipal Commissioner
Porbandar Municipal Corporation

1. Introduction

The Swachh Bharat Mission Urban- 2.0 (SBMU- 2.0) is being implemented by Ministry of Housing and Urban Affairs (MoHUA) with the following objectives:

- To make all cities clean and garbage free, with 100% scientific processing of Municipal Solid Waste.
- To sustain Open Defecation Free status in all Statutory towns.
- To ensure that no untreated fecal sludge or used water is discharged into the environment, and all used water (including sewerage and septage, grey water and black water) is safely contained, transported and treated, along with maximum reuse of treated used water, in all cities with less than 1 lakh population.
- To ensure awareness creation along with large scale citizen outreach to intensify 'Jan Andolan' and institutionalize Swachh behavior and related set of actions, towards achieving the vision of "Garbage Free" cities.
- To create institutional capacity to effectively implement programmatic interventions to achieve mission objectives.

A multi-pronged strategy is being used by the Ministry to implement SBM-Urban which includes creation of an enabling environment for States and the cities to roll out SBM at their levels by empowering and building their capacities, while simultaneously encouraging citizens and other stakeholders to actively participate in the SBM.

In line with SBM (Urban) vision, **Porbandar Municipal Corporation** has launched the Swachha **Porbandar Municipal Corporation** Mission with a goal of achieving clean and healthy sanitation and solid waste management practices towards Swachha **Porbandar**.

2. Background

Solid Waste Management is major challenge for all the urban local bodies in India, with increasing urbanization, development and increasing economic growth which has resulted in increased waste generation per capita.

Approximately 1,32,000 Metric Tons of MSW is generated from all urban areas of the country, which translates to about 300-550 grams per person per day. The waste generation is higher in larger cities and lower in smaller cities.

Environmental and health impacts of waste dumping

Waste dumps have adverse impacts on the environment and public health. Open dumps release methane from decomposition of biodegradable waste under anaerobic conditions. Methane causes fires and explosions and is a major contributor to global warming.

There are also problems associated with odour and migration of leachates to receiving waters. Odour is a serious problem, particularly during the summer when average temperatures in India can exceed 45°C.

Discarded tyres at dumps collect water, allowing mosquitoes to breed, increasing the risk of diseases such as malaria, dengue and West Nile fever. Uncontrolled burning of waste at dump sites releases fine particles which are a major cause of respiratory disease and cause smog.

As per the goals and objectives of the Swachh Bharat Mission, **Porbandar Municipal Corporation** has prepared a Detailed Project Report accessing the requirement of the city.

This tender intends to shortlist an agency which will be providing services for **legacy work management solution for Porbandar Municipal Corporation by Bio-remediation and Bio-mining process at existing Dumpsite in Porbandar town** under Solid Waste management.

- 1.1. As per Census 2011, **Porbandar Municipal Corporation** has population of **2,28,685**. The waste generation in **Porbandar** city is approximately **90 Metric Tons** per day.
- 1.2. Waste generation rate be **450** grams per capita per day in **Porbandar**
- 1.3. Total Legacy waste accumulated at Area of dumpsite, 31876 Sq. M ,
Location: 21°36'3.58"N 69°38'42.95"E Around total quantity **1,10,994**
Metric Tons till February 2026.

The detailed scope of work and other details is provided in the following section.

3. Documents Constituting Tender

The Tender documents comprise the following and are to be read together.

I. This tender document and

II. Other documents constituting the Tender and acceptance thereof and shall be deemed to include any amendments, modifications to the Tender document or its constituent document.

Tender Submission Format

The Bidders will submit the Bid in three envelopes, the details for which are specified below:

Envelope 1:

I. Bid Security Deposit (EMD)

II. Tender fee in the form and of amount specified in Bid summary section.

The envelope shall be titled “Envelope 1 – Tender Fee and Bid Security Deposit (EMD)”.

Envelope 2:

Following details shall be sealed separately in an envelope.

- Annexure 1 - Forwarding Letter.
- Annexure 2 - Bidder Information
- Annexure 3 - Bidder's Experience
- Annexure 4 - Bidder's Turnover.
- Annexure 5 - Undertaking for true Information.
- Annexure 6 - Anti blacklisting certificate.
- Annexure 7 - Format for Authorization of Signatory of the bidder (not applicable in case of Proprietorship firm).
- Annexure 8 - Format for Performance Security in the form of Bank Guarantee.
- Annexure 9 - Format for Price Bid
- Annexure 10 – Layout / basic drawings

- Annexure 11: Draft Contract Agreement Format
- Annexure 12: Final Completion Certificate
- Annexure 13: Format for Submitting Dumpsite Reclamation and Gas/Leachate Management plan
- Annexure 13(A): Format for Providing Details of Machinery to be Deployed for the Project
- Annexure 13(B): Details of Key Personnel to be deployed for the Project
- Annexure 14: Environment Management and Monitoring Plan

- I. Entire Tender document should be signed on each page by the bidder/bidder's authorized representative.
- II. All the information/Documents specified in above annexure should be included in the Envelope. The envelope shall be titled "Envelope 2 – Eligibility and Qualification Details"

Envelope 3:

All these three envelopes shall be placed in one single outer envelope titled "Selection of legacy work management solution for **Porbandar Municipal Corporation** by Bio- remediation and Bio-mining process at existing Dumpsite in Porbandar Municipal Corporation Town and submit to the address specified in tender of Bid Summary section on or before the Bid Submission Date. The Bid Submission Date is specified in Bid Summary section. The bidder is also required to place its name and contact details on the envelope.

4. Eligibility Criteria

Eligible Bidders:

Sole Bidder	<ul style="list-style-type: none">➤ Should be an Indian firm.➤ Should be registered under the Companies Act 1956/2013 in India
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The Bidder/consultant should be a legal entity under The Indian Companies Act or Limited Liability Partnership Act. The Bidder should pass the Tender Fee and Bid Security criteria specified in tender meeting the Eligibility criteria specified in tender and meeting the qualification criteria and Instruction to Bidder Section of this Tender, in order to qualify for Price Bid.

The company should have the following threshold qualifications to be eligible for bidding:

Assessment based on Pass/Fail for Bid Security and Tender Fee, timely submission, marking and sealing as specified in Bid Summary Section.

Evaluation of Eligibility criteria

The Bidder should meet of Eligibility criteria as specified in tender of Bid Summary Section as described below of this Tender.

- 1.Pan Card
- 2.Gst Registration
- 3.Tender Fee
- 4.EMD
- 5.Turnover Certificate as Per 4.1
- 6.Bank Solvency Certificate 20% of ECV.As per 4.1 (iii).
- 7.Site visit certificate with geotagged photos on agency own letter pad.

4.1. Turnover Criteria:

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

- (i) Minimum average annual turnover of tenderer for **last 3 years (FY.2022-23, FY.2023-24 and FY.2024-25)** shall not be less than **50%** of the value of the estimated Project Cost.
- (ii) Shall have availability of credit facilities/ Solvency of no less than **20%** of the estimated Project Cost at the time of submission of this bid. The bidder shall furnish Certificate for availability of Credit Facility/ Solvency Certificate issued from a Scheduled/ Nationalized bank for meeting the fund requirement to this effect and the Solvency certificate older than **6 months** (Must Be On or After 01 January -2026) from Bid due date will not be accepted.

4.2. Work Execution Experience:

The bidder shall be a registered **A Class Contractor**. For demonstrating technical capacity (“the technical capacity”), the bidder must comply with the following condition:

Should have successfully completed **similar works** as defined below, during preceding **Five (5)** years prior to the due date of bid submission, at least:

- a) One Project of **Minimum 80%** of the estimated Project Value
Or,
- b) Two Projects each of **Minimum 50%** of the estimated Project Value
Or,
- c) Three Projects each of **Minimum 40%** of the estimated Project Value

Similar Works:

- I. Processing and Disposal for Legacy Waste through Bioremediation and Biomining process/Landfill mining/Biomining/Land reclamation through Biomining; (*
- II. Bidders having Experience of Supply of Machinery / Vehicles for Bioremediation works on rental basis will be liable for rejections. Bidders not attaching Completion Certificate, Work Order and Contract Agreement of the eligible work experience shall be liable for rejections.*

The Tender of bidders who are blacklisted or whose contract has been terminated in any government department and urban local body will be liable for rejection.

Note: AUTHORITY reserves the right to request any further supporting document from the selected Consultant prior to signing of the Contract. Evaluation of Tender Fee and Bid Security criteria. The eligible projects claiming “the Technical Capacity” should have been executed for any Urban Local Body/ Government / Public Sector Undertakings

in India with direct contract with them. No sub-contract project experience shall be considered for qualification to Technical Capacity

5. Brief description of the Selection Process

5.1. Opening of Technical Bid

All Bids received by the Authority in response to this Tender shall be opened by the Authority in the presence of Bidders' representatives who choose to attend the opening of Technical Bids at the date, time and address specified in Bid Summary Section or informed later by mail.

The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bids opening process. In the event of the specified date of Bid opening being declared a holiday for the Authority, the Bids shall be opened at the appointed time and location on the next working day.

5.2. Announcements of Bids

The Bidder's names, bid modifications or withdrawals (as applicable) and the presence or absence of requisite Bid Security and Tender Fee and such other details as Authority in its sole discretion may consider appropriate, will be announced at the opening of the Technical Bids.

5.3. Opening of Price Bid

After the evaluation of Tender Fee and Bid Security criteria, Eligibility and Qualification criteria have been completed, the Authority shall open the Price Bids of only those Bidders who have submitted Tender Fee and Bid Security in the form and are of the amounts specified in Bid Summary section, have submitted all documents specified and whose bids meet the eligibility and qualification criteria specified in Bid Summary section.

Price Bids shall be opened, in the presence of Bidders' representatives who choose to attend the Financial Bid opening on such date and time which shall be

communicated to the Bidders who meet Evolution Criteria. The Bidder's representatives who are present at such opening of Financial Bids shall sign a register evidencing their attendance as a witness to the Bid opening process. The name of Bidder, Price Bid of each Bidder, etc. will be announced at such opening.

5.4. Completeness of Bids & Rectification of Errors

Authority will examine the Bids to determine whether these are complete, whether these meet all the conditions of the Tender Document and whether the documents have been properly signed and the Bids are generally in order. If there is a discrepancy between words and figures, the amount in words shall prevail.

5.5. Clarification of Bids

During evaluation of Bids, Authority may, at its discretion, ask the Bidder for a clarification/additional information of its Bid. The request for clarification and the response shall be in writing. If the response to the clarification is not received by the Authority before the expiration of the deadline prescribed in the written request for clarification, Authority reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

Any firm requiring any clarification may notify AUTHORITY in writing. Firms should send in their written queries latest by the Last Date for Receiving Queries as given in the Schedule of Events. AUTHORITY will respond to any request for clarification as per the calendar of the event prior to the deadline for submission of tender. AUTHORITY's response will be discussed in the pre-bid meeting.

To facilitate evaluation of tender, AUTHORITY may, at its sole discretion, seek clarifications in writing from any Firm regarding its tender. Notwithstanding anything contained in the tender Document, AUTHORITY reserves the right not to take into consideration any such clarifications sought by it for evaluation of the

tender and also reserves the right not to respond to any correspondence received from the Firm after the tender Due Date.

5.6. Rejection of Bid

- a) A Bid is likely to be rejected by the Authority without any further correspondence, as non-responsive, if. -
 - I. Bid is not submitted in the manner as prescribed in the Instructions to Bidders Section and strictly in the given formats of this Tender and is otherwise not in conformity with the terms and provisions of this Tender Document and any information not provided in the format given in this tender; or
 - II. Bid is submitted by telex, fax or email; or
 - III. Bid Security and Tender Fee does not conform to the provisions set forth in this Tender; or
 - IV. Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid under this Tender will be disqualified.
 - V. The Bidder has to do a site inspection before submitting the tender. And the site inspection report shall be certified by Porbandar Municipal Corporation as per instruction of Porbandar Municipal Corporation. The bidder shall submit the inspection report along with Porbandar Municipal Corporation Certificate with the Bid. Any Bidder who does not submit the inspection report and certificate will be disqualified and the financial rates of such bidder will not be opened.
- b) Failure of any one (or more) of the conditions set forth herein above shall result in rejection of Bid.
- c) Tender fee and/or bid security is not provided
- d) Tender is submitted late (after the stipulated time limit)
- e) In addition to the foregoing, in the event a Bidder makes an effort to influence the Authority in its decisions on Bid evaluation, bid comparison or selection of the Successful Bidder, it may result in rejection of such Bidder's Bid.
- f) Even though the Bidders may pass in the Eligibility and Qualification Criteria set forth in section 4 of the Tender, they are subject to be disqualified for any of the following reasons:
 - I. Misleading or false representation in the forms, statements and attachments

submitted under this Tender.

II. Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.

III. Bidder is blacklisted or terminated by any Government Agency or department or urban local body in India in the last 5 years.

5.7. Document checks and Evaluation of Qualification criteria

Bidder should also submit all documents specified. Bidders are required to submit evidences in the form of supporting documents/client certificates along with the Technical Bid.

5.8. Evaluation of Price Bid and determination of Preferred Bidder for award of project

I. The Bidder quoting the lowest prices for Services over the Contract Period shall be considered for award subject to the condition that it shall not be seriously unbalanced in relation to the market rate or Authority's estimate. Such Bidder shall be considered as preferred Bidder.

II. Authority may hold further negotiations with the Preferred Bidder before the assignment of Letter of Acceptance After issuing the LoA, the authority will undertake an agreement with the selected bidder and issue work order.

5.9. Bid Security

Bid submitted in response to the Tender Document shall be accompanied by a Bid Security as mentioned in tender of Bid Summary of this tender document. The bid security furnished by the successful bidder shall be refunded after the acceptance of Performance Security. Bids not accompanied with Bid Security as mentioned in Bid Summary shall be summarily rejected. Bid security is a non interest bearing deposit.

The bid security shall be returned to the bidder without any interest –

- I. Whose bid has not been accepted by the Authority
- II. Bid security shall be forfeited in case of revision and/or modification of terms of bid or withdrawal of bid during the validity period.

Bid security shall be forfeited in the following situations:

- I. In case of unclear offer and/or conditional offer. Such tender shall not be acceptable, and the bid security shall be forfeited.
- II. If bidder withdraws the tender before award of tender and before the end of validity period of tender.
- III. For the successful bidder, if the performance security is not deposited within stipulated time period, and/or cheque of performance security cannot be cleared.
- IV. If the Agreement is not executed within stipulated time period for reasons attributable to the bidder, whether or not the performance security has been paid.
- V. In the event the bidder, after the issue of communication of acceptance of his bid by the Authority, fails/refuses to execute the work as herein the bidder shall be deemed to have abandoned the work/contract and such an act shall amount to and be construed as the bidder calculated and willful breach of contract, the cost and consequences of which shall be to the sole account of the bidder and in such an event the Authority shall have full right to claim damages thereof in addition to the forfeiture of the Bid security deposited in terms of this bid documents.
- VI. If the liquidated damage attains to a maximum of 10% of the contract amount.

5.10. Discharge of Bid Security of unsuccessful Bidder(s)

The Bid Security of unsuccessful Bidders will be discharged / returned as promptly as possible after the LOA given to the successful bidder without any interest.

5.11. Discharge of Bid Security of Preferred/successful Bidder

The Preferred/Successful Bidder shall be required to furnish a Performance Security within **30 days** (Thirty days) from issue of Letter of Acceptance. The Successful Bidder's Bid Security shall not be adjusted against the Performance Security.

5.12. Performance Bank Guarantee (Performance Security)

- I. The Service Provider shall, for due and punctual performance of its obligations during the Contract Period, deliver to the Authority, simultaneously with the execution of this Contract an unconditional and irrevocable bank guarantee from a nationalized/ scheduled bank / Banks as per GoG circular acceptable to the Authority, (the "Performance Security") for a sum mentioned in tender of the Bid Summary Section.
- II. The Performance Security shall be valid up to the end of Contract Period plus **60 days**.
- III. The Performance security shall not bear any interest and the Service Provider shall not have any claim for the interest on Performance security.
- IV. Provided that if the Contract is terminated due to any Event of Default other than the Service Provider's Event of Default, the Performance Security, shall, subject to the Authority's right to receive amounts, if any, due from the Service Provider under this contract, be duly discharged and released to the Service Provider.

5.13. Fresh Performance Security

In the event of the encashment of the Performance Security by the Authority pursuant to Encashment Notice issued, the Service Provider shall **within 10 (ten) days** of the Encashment Notice furnish Fresh Performance Security to the Authority failing which, the Authority shall be entitled to terminate this Contract in accordance with the provisions herein.

Performance Security shall be forfeited in following situations:

- I. If the Service Provider found guilty of not following any of tender terms and conditions.
- II.If the Service Provider fails to pay the penalty applied on him for breach of performance obligations
- III. If the contract is terminated in event of Service Provider event of default.

5.14. Authorization of Bidder's signatory

Bidder shall appoint a signatory to sign, discuss, and represent in every way the bidding firm for the purposes of this tender and shall provide legal and statutorily valid documentation authorizing the representative to act on behalf of the bidder firm. The authorization shall be in the format specified in tender of this tender document. If and as required, this Power of Attorney has to be supplemented with supporting documents like Board Resolution or Other documents.

5.15. Validity Period

Bids shall remain valid for a period of **180 days (One hundred and eighty days)** after the due date of bids. Authority reserves the right to reject a Bid as non-responsive if such Bid is valid for a period which is less than specified and Authority shall not be liable to send an intimation of any such rejection to such Bidder.

5.16. Extension of Period of Validity

In exceptional circumstances, Authority may solicit the Bidder's consent for an extension of the period of Bid validity. Any such request by the Authority and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional.

5.17. Modification and Withdrawal of Bid

No bid may be withdrawn in the interval between the deadline for submission of bid and the expiration of the validity period.

5.18. Letter of Acceptance & Agreement

As the first step for the assignment, Authority will issue Bidder a Letter of Acceptance. This letter will refer to the proposal and confirm its acceptance. The parties agree to enter into a detailed Agreement in due course which shall consist of these Project Terms and Conditions as mutually agreed between the parties.

The Agreement constitute a contract shall between the Authority and the Service Provider under the Indian Contracts Act, 1872.

5.19. Tax liability

Bidder should quote price including Taxes. **GST Not paid Extra.** all the quote shall be inclusive of all taxes include GST.

5.20. Understanding of terms

By submitting a proposal, each Bidder shall be deemed to acknowledge that it has carefully read all parts of this Tender, including all forms, schedules and annexes hereto, and has fully informed itself as to all existing conditions and limitations.

5.21. Conflict of Interest

Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective Service Provider due to prior, current contracts, engagements, or affiliations with Authority in case such a situation exists. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the Tender.

5.22. Authority's right to accept any proposal and to reject any proposal

Authority reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Authority's action.

5.23. Notification of Award and Signing of Contract

Prior to the expiration of the validity period, Authority will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its proposal has been accepted. The Authority would enter into a formal Agreement with the successful bidder at a date later than the date of Letter of Acceptance upon the successful Bidder's furnishing of performance security. The successful bidder would be bound to enter into such Agreement within sixty days of date of Letter of Acceptance. The Authority may, at its sole discretion, extend this period of **sixty days**. The Contract period shall commence from the date of handover of the sites to the Service Provider for the purposes of discharge of its obligations.

The Agreement above shall incorporate all correspondence between Authority and the successful Bidder.

Additionally, it may contain other provisions that the Authority may like to include, and unless they can reasonably be said to be of a nature that would have materially impacted the bid value, otherwise the successful bidder shall not refuse to include them.

5.24. Failure to agree with the terms and conditions

Failure of the successful Bidder to agree/comply with the Terms & Conditions of the Tender shall constitute sufficient grounds for the annulment of the award, in

which event Authority may award the Contract to the next best value Bidder or call for new proposals.

5.25. Corrupt or Fraudulent Practices

Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. Authority will declare the service provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

- I. **"corrupt practice"** means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and.
- II. **"fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

5.26 SITE FAMILIARISATION

Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the Bidder of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.

6. Scope of Work

A. GENERAL

Objective

- As per sections 3, 6 and 25 of the Environment (Protection) Act, 1986 (29 of 1986) to comply with the Solid Waste Management Rules 2026. and SWM CPHEEO Manual 2016.
- To improve the existing standards of public health and environmental quality by establishing efficient Solid Waste management.

Scope of work

It is decided to carry out, **BIO-REMEDIATION AND BIO-MINING WORK FOR OLD DUMPED LEGACY WASTE, as per CPHEEO/CPCB guidelines and NGT norms.**

There is around **1,10,994** metric tons of legacy waste are accumulated at dumpsite. This legacy waste must be remediated using Bio-remediation and Bio-mining process as per **Central Pollution Control Board (CPCB) guidelines for disposal of Legacy Waste (Old Municipal Solid Waste), published in February, 2019** of Chapter 4.0 (Methodology)/National Green Tribunal (NGT) norms.

Providing Segregation Screening Machine on Rental Bases.

- **Porbandar Municipal Corporation** requires segregation screening machine for bio- remediation and bio-mining process on rental base. As per the tender conditions **qualified L1 bidder** will be awarded with the work order to start execution of work.
- Maximum time allotted for completion above mentioned bio-remediation and bio-mining **work will be as mentioned in SBMU 2.0 guidelines. So, work should be completed in 6 months** from date of signing contract.

Delay in completion will be resulted in penalty as mentioned in below section.

- The eligible bidders will be allowed to quote for machines as per the required specifications.
- The bidder has to quote rate as per price bid and payments to the bidders will be done as per payment terms.
- For the breakdown time the payment will be deducted on prorated basis. **2 hrs time** per day will be given to the successful Bidder to do the daily maintenance.
- Successful bidder shall not be responsible for power failure or non-working of machine due to **Porbandar Municipal Corporation** staff or any other reason other than machine breakdown.
- The log book of the machine working and breakdown shall be maintained by the Bidder staff and it shall be signed by the Municipal Commissioner **Porbandar Municipal Corporation**. Copy of the same should be attached with the bill.

Specification of Screening

- Capacity – Minimum **300 TPD. Rotary Trommels with Vibrating Screen.**
- No. of units – Minimum **1 Nos.**
- Length and diameter of trommel – As per Capacity Requirements Or as per bidder design.
- Screen size & Material Output: As per Design Or as per bidder design.
- Feeding Hopper, conveyor, Oversize conveyor, Reject conveyor, Air Operating panel, Diesel or power operated Or as per bidder design.
- Operation Type–Automated vibratory rotary Screen Or as per bidder design.

Screen size:

1. (45-100) mm product which is majorly plastics, cloth, wood, etc.
2. (20-45) mm product which is majorly small sized plastics, cloth, etc.
3. (0-20) mm product which is majorly decayed Compost and mud

*All other Equipment's, Vehicles, Excavations equipment's, Sorting and disposal to be deployed by bidder as per approved DPR Or as per bidder design.

6.1. General scope of work

- All necessary equipment, instruments, vehicles required for above mentioned scope of work will have to be kept by agency, in full working condition, during the contract tenure.
- Bidder shall use standard and latest Machinery, equipment, instruments, vehicles etc. as per latest guideline provided by CPHEEO during the contract tenure.
- Bidder shall be responsible for salary, compliance with labour laws, minimum wages act and all other issues of all his workers. He shall supply, on regular basis, its evidence of its compliance for labour laws. Authority will not be liable for the same.
- Each worker employed for service shall be above age of 18 (eighteen) years or above and not more than 50 years.
- The Bidder shall perform the services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices.
- Bidder undertakes to perform the services as per the industrial standards of professional and ethical competence and integrity and shall furnish its independent professional expert opinion.
- Bidder shall exercise due diligence in preparation of bid papers including items of work, specifications and etc. In the case of any class of work for which there is no such specification as is mentioned in the Tender Document, such work shall be carried out as per latest guideline provided by CPHEEO in accordance with the instructions and requirement of the Municipal Commissioner Porbandar Municipal Corporation and Engineer.
- Only **Porbandar Municipal Corporation** and Bidder shall have rights and obligations under this agreement and no other party shall have any rights under this contract.
- The works shall be carried out by the Bidder as per the specifications and

scope of works provided in this RFP and Annexure 14.

- The Bidder shall carryout Total Station Survey of complete project site including area earmarked in which Bio-remediation and Bio-mining is to be done. The Bidder shall also submit work plan with Total quantum of legacy waste to be remediated. Total Station Survey and work plan shall be certified by the Municipal Commissioner, **Porbandar Municipal Corporation** and Engineer. The survey shall be done at the time of possession of the site as well as at the completion of each milestone of physical progress of land reclamation at the site. The survey report shall be submitted along with each running bill. The area earmarked by Authority for Reclamation through Bio-remediation and Bio-mining shall be considered as 100% area for the scope of work.
- Bio-remediation and Bio-mining of 100% legacy waste at the site needs to be done along with reclamation of at least 100% of the waste spread area. It is clarified that Bio-remediation and Bio-mining of entire legacy waste present at site should be certified by Municipal Commissioner, **Porbandar Municipal Corporation** and Engineer.
- The Water, Power arrangements and other arrangements/ resources necessary for the execution of the work shall be the role and responsibilities of the Agency. And Agency Also Pay Electricity Bill Of This Site.
- Dumpsite reclamation will be done by dividing the site into suitable sectors/loops in consultation of the Municipal Commissioner, **Porbandar Municipal Corporation** and Engineer based on the priority of land reclamation.
- All method proposed by bidder shall be approved as per the latest CPHEEO guidelines.
- Bidder shall try to utilise all the segregated materials to the maximum extent and safely dispose materials as per the condition and nature of the material.

- Excavating the existing mixed compacted MSW 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 Municipal Commissioner, **Porbandar Municipal Corporation** and Engineer.
- The Bidder shall deploy sufficient machinery, manpower and required resources to execute the project scope within the project duration.
- 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 Bidder.
- MSW waste brought for segregation and processing from the earmarked land portion shall be quantified (in Cubic meter or based on number of vehicles trips and capacity) after excavation and record of the same shall be maintained by the Bidder and Authority jointly.
- Segregate the excavated MSW in the land portion earmarked into as many kinds and categories as possible of Useful Material such as soil conditioner, recyclables, raw RDF, filler material (Soil, C&D) and Un-useful material such as residual Solid Waste.
- **“The weight of large stones, debris, and other inert materials not forming part of Municipal Solid Waste shall not be considered for payment. Such quantity shall be deducted from the total excavated waste quantity, as jointly certified by Engineer-in-Charge and the Agency.”**
- Packing, storing, stacking, and recycling of all Useful Material within thirty days of segregation at the cost of the Bidder, without accumulation in the storage facility at the project site beyond thirty days.
- Baling, packing, stacking, storing of non-recyclable fraction of high calorific as raw material to RDF producer/ user.
- Stacking, transporting, spreading and compacting the segregated C&D, Soil

and residual waste as filler material in low level and depression area within the site and prepare well compacted and clear ground for proposed development at site or disposing such material in the low-level area or quarry area designated by the Authority with statutory approval within 15 km distance from the project site at the cost of the Bidder with proper compliance to the statutory requirements.

- The Bidder shall be responsible for management and treatment of Leachate present at site and generated during the project execution.
- The Contractor shall sell or otherwise dispose of recyclable waste, recovered from the Municipal Solid Waste.
- Bidder shall be carry out site visit as per this RFP clause 5.26 to know approximate Material recovery depends on the composition of waste, effectiveness of mining technology and efficiency of mining technology. The material recovery ranges, while average soil fraction in recovered municipal waste from landfill tends to be depending on moisture content and decomposition rate as per SWM CPHEEO 2016 Manual Part II.
- Bidder shall conduct a lab testing of such materials from an NABL (National Accreditation Board for testing and calibration Laboratories) lab or any reputed laboratory. 1 sample shall be tested for every 10000 cum of waste lying at site.
- The Bidder shall hand over reclaimed land to the Authority in a good and acceptable condition as per SWM Rules 2016. The good and acceptable condition of reclaimed land means that ULB can use that land for waste processing facilities plant, recreational areas / ecological parks otherwise for alternate non-habitation uses.
- Carrying 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 Bidder.
- Using only covered body vehicles for the transportation of materials at the

cost of the Bidder.

- Apply method, process, equipment and resources which would reduce the impact of dumpsite reclamation activity in the adjacent areas.
- 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 Bidder.
- Providing security arrangement for the project site, machineries, equipment etc. at its own cost Completing the work within the Contract Period.
- ULB/Authority will ensure that no fresh waste is dumped in Waste spread area from the start of work to end of contract.
- Bidder will submit detailed Implementation Plan along with the specifications of the proposed resources to the Municipal Commissioner, **Porbandar Municipal Corporation** and Engineer before commencing of work.
- If any heritage/Precious material is recovered or found from dumpsite area the same shall be notify to the Engineer-in-charge. Any heritage/ Precious material found shall be the property of the authority/state govt. as per notifications issued by State government from time to time.
- If any case, the said work is to be deferred or failed, at that time considering the service provided by the Bidder he will be paid. In case, if the Bidder has not provided any services the AUTHORITY, no fee shall be paid.
- Subject to other terms of this agreement, ownership of proprietary rights of all the data, reports etc. developed by the agency and all other rights regarding the project shall rest with AUTHORITY.
- If the authority wants to dispose additional legacy waste upto 10% maximum than the quantity mentioned in the tender or lying at another site in the jurisdiction of Porbandar Municipal Corporation than such works shall be considered as additional work. The bidder shall have to undertake work at the same agreed price without any escalation for such additional quantity. The cost of such additional works shall be derived on per metric

ton and payment also shall be made on per metric ton of the agreement price

- The selected bidder is free to engage other company / persons/third party or form a special purpose vehicle (SPV) for any part or for complete work with the approval of Porbandar Municipal Corporation.

7. Duration of the Work

The contract period will be **6 Months** from the date of work order issued. The completion of processing of legacy waste has to follow the SBMU 2.0 MoHUA, GoI guideline as mentioned in “Annexure 2” City Solid Waste Action Plan. (Most likely date for complete remediation in six months from date of work order issued.

8. Contract Terms and Conditions

8.1. Obligation of Service Provider

The Service Provider shall ensure punctual performance of its obligations set out as follows.

- 1) The Service Provider shall ensure punctual performance and fulfilment of its Scope of Work. Noncompliance shall be subject to Damages and penalties specified in the tender.
- 2) For general work there would be minimum working shifts 10:30 am to 6:30 pm which can be extended due to deadline of government submission or other emergencies.
- 3) The Service provider has to deploy adequate number of skilled staff and supervisors in order to fulfil the scope of work as per annexure 13(B).
- 4) The Service Provider shall provide complete details of his workers with photograph on his letter head. Any changes in the workers shall be immediately informed to the Authority in written form. The Service Provider undertakes to obtain such permission / license as may be required under the Contract Labour (Regulation and Abolition) Act, 1970. The Service Provider undertakes to produce the license / permission etc. The Service Provider also undertakes to keep and get renewed such license, permission etc. from time to time. The Service Provider shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
- 5) The Bidder shall maintain a personnel record in respect of all the staff that is deployed in project site. The personnel file shall invariably consist of personnel details such as name, DOB, sex, residential address (temporary, permanent), aadhar card number, contact number and all grievances recorded by the staff, ensure proper behavior of the staff deployed.
- 6) The Bidder will work in the AUTHORITY project area mentioned in the scope of work.

- 7) The Bidder will provide the duty register to AUTHORITY as required. (A condition that of theft prevention and timely reporting of any urgent developments).
- 8) The personnel engaged by the agency for this job contract will not be employee of AUTHORITY and there will be no employer-employee relationship between AUTHORITY and the personnel so engaged by Agency. In addition, after award of work contract, the agency shall submit an undertaking to AUTHORITY that the staff deployed by him for the work shall have no claim for any kind of employment in AUTHORITY and the agency shall be responsible for any dispute of any wages or any other service condition. The agency shall be fully responsible for any compensation or any claim of the labour deployed by him for the work.
- 9) The Agency shall be wholly responsible for making payment of monthly salaries and other admissible allowances to the personnel under Minimum Wages Act and AUTHORITY shall in no way be responsible for meeting any kind of expenditure on salaries etc. to these personnel. As per the orders of Govt. of Gujarat the agency is required to make the payment of salaries/wages to them employees through Cheque / bank Agency has to draw attention to AUTHORITY for modification of minimum wages. AUTHORITY would revise rates agreed in the agreement by agency due to modification in Minimum Wages or any admissible allowances to the personnel under any law.
- 10) Agency is fully responsible for any accident or unforeseen event by its vehicles during course of provision of service. AUTHORITY is not liable for any accident or unforeseen event or any liability.
- 11) The **Porbandar Municipal Corporation** shall notify the successful bidder that his bid has been accepted. Within 30 days from the date of issue of letter of acceptance, the successful bidder shall sign the form of Contract Agreement in duplicate on non-judicial stamp paper of value as per regulation of Government and return it to the **Porbandar Municipal Corporation** as per **annexure 11**.

8.2. Mode of payment by the Authority

I. Payment terms of will be as under

The Authority will be releasing payment for the work based on the percentage of proposed land (100% of the Waste Spread Area earmarked by the Authority) to be reclaimed as per the achievement of the milestone mentioned in the table below:

Milestone	Cumulative Physical Progress	Time of Completion	Milestone based %ge release of Contract Value
First Milestone	20% Land Reclaimed out of total Waste Spread Area	2 Months from Start Date	20%
Second Milestone	40 % Land Reclaimed out of total Waste Spread Area	4 Months from Start Date	20%
Third Milestone	60 % Land Reclaimed out of total Waste Spread Area	6 Months from Start Date	20%
Fourth Milestone	80% Land Reclaimed out of total Waste Spread Area	8 Months from Start Date	20%
Fifth Milestone	100% Land Reclaimed out of total Waste Spread Area	10 Months from Start Date	20%

The payment for any Additional works will be given on the same payment schedule mentioned above.

The Time of Completion will be excluding monsoon period. GST not Paid Extra.

- I. The Contractor shall, on completion of the particular Milestone of the work, before the 20th twentieth) day of the Month or in case the 10th (Tenth) day of a Month is a holiday then on the following working day of such Month, submit to the Authority a statement (“the Running Bill”) providing the following details:
 - Items of Work Completed at site including photographic evidence of the same
 - Topography Survey details with L Sections, Contours and 3d imagery of the current site with detail calculation of volume and weight reduced shall be submitted with all running bill.
 - Certificate from the Engineer-in-charge certifying the quantity of legacy waste processed, work done, and milestone achieved.
- II. Upon receipt of the invoice, the Authority will verify the invoice against the records and work done at the site.
- III. Upon confirming satisfactory work, and after pre audit done by the auditor Authority shall make payment within thirty (30) days of the receipt of invoice from the Service Provider. Such payment shall be subject to the Authority’s right to deduct appropriate amount as damages/performance penalties better

described in tender below.

- IV. The Authority shall be entitled to deduct tax at source and other applicable taxes if any. The TDS certificate shall be submitted as per the due date specified in the statutes.
- V. No Interest payment will be made for any delay in payment of bills by the authority in any circumstances.

8.3. Damages/Performance Penalties:

- I. The Authority retains the absolute right to supervise, monitor and oversee the performance of the Service Provider through any of its agents or representatives.
- II. In general, the Authority shall retain the right to demand, by notice, payment of the penalty/damages as specified below for non –compliance of scope of work.

For work:

Sr. No.	Details	Penalty
1	Not processing 100 TPD of legacy waste within one week	INR 1000 per day
2	Breakdown of plant for more than 2 days	INR 10,000 per day
3	Delay in transporting processed waste to disposal site for more than 2 days	INR 10,000 per day
4	Non-Compliance to, SWM Rules 2016 and other Environmental Standards notified by regulatory authorities or as specified in the Contract.	Rs. 2000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various authorities.
5	Non provision of 1. Site Facilities as per specifications	Rs. 1000/- per item per day
6	Non-compliance of Safety Standards, use of Personal Protective Equipment by the workers	Rs.1000/- per Incidence per day till the compliance of the failure in addition to the Penalties/ Actions imposed by various authorities.

- III. A record of above instances shall be maintained and the total payment due to the Authority as damage/penalty shall be deducted from the next

payment/s due to the Service Provider.

- IV. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the contract, it shall be recovered by AUTHORITY from the agency from subsequent bills without consent of agency at AUTHORITY's Discretion.

8.4. Jurisdiction of Courts

The Court at **Porbandar Municipal Corporation** shall have the exclusive jurisdiction to try all disputes between the parties arising out of the Contract.

8.5. Events of Default and Termination

8.5.1. Event of Default

Event of Default means the Service Provider Event of Default as the context may admit or require.

a) Service Provider Event of Default

Any of the following events shall constitute an event of default by the Service Provider ("Service Provider Event of Default") unless such event has occurred as a result of a Force Majeure Event;

- 1) Any representation made or warranties given by the Service Provider under this Tender is found to be false or misleading.
- 2) The Service Provider repeatedly fails to perform its obligations without any valid reasons.
- 3) The Performance Security has been encased and appropriated in accordance with clause and Service Provider fails to replenish or provide fresh Performance Security within a period of 30 (thirty) days.
- 4) The Service Provider failed to make any payment such as damages/penalties to Authority within the Period specified in this Tender.
- 5) The Service Provider submits to the Authority any statement in qualification criteria which is false in material particulars and which has a material effect on Authority's right, obligations or interests.

- 6) The Service Provider suspends or abandons the operations of the Contract without the prior consent of Authority, provided that the Service Provider shall be deemed not to have suspended/ abandoned operation if such suspension/ abandonment was as a result of Force Majeure Event and is only for the period such Force Majeure is continuing.
- 7) The Service Provider repudiates this Tender or otherwise evidences an intention not to be bound by this Tender.
- 8) The Service Provider is otherwise in Material Breach of any conditions of the contract entered into or commits a default in complying with any other provisions.
- 9) The Authority, without prejudice to any other remedy for breach of Contract by written notice sent to the Service Provider, may terminate the Service Provider's Services in whole or in part if the Service Provider fails to perform his obligation (s) under the contract.
- 10) In case of major accident / loss on account of negligence on part of the Service Provider the contract shall be terminated and performance security shall stand forfeited.
- 11) In case the Service Provider assigns or sub-assigns the contract without written approval of the Authority.
- 12) In case of the repeated non-performance of the Service Provider even after adequate notice where the performance is found to be unsatisfactory or violated / contravened any of the terms and conditions contained herein.

8.5.2. Termination due to Event of Default and Termination Payment

a) Termination for Service Provider Event of Default

Without prejudice to any other right or remedy which Authority may have in respect thereof under this Tender, upon the occurrence of a Service Provider Event of Default, Authority shall, subject to the provisions of the Tender, be entitled to

terminate the Contract by issuing a Termination Notice of 30 days to the Service Provider, provided that before issuing the

- 1) Termination Notice, Authority shall by a notice in writing informing the Service Provider of its intention to issue the Termination Notice (the "Preliminary Notice"). In case the underlying breach/default is not cured within a period of 7 (seven) days from the date of the Preliminary Notice (Cure Period) Authority shall be entitled, to terminate the Contract by issuing the Termination Notice. Provided further, that:
 - a) if the default is not cured within 7 (seven) days of the Preliminary Notice, Authority shall be entitled to encase the Performance Security with a notice to the Service Provider (Encashment Notice),
 - b) if the default is not cured within 7 (seven) days of the Encashment Notice and a fresh Performance Security is not furnished within the same period, Authority shall be entitled to issue the Termination Notice.
 - c) Upon Termination the Authority shall be entitled for any legal remedies for compensation as may be prescribed by law. The contractor shall terminate the agreement if the authority fails to make payment for more than 45 days from the date of submission of invoice to the authority.

8.5.3. Rights of Authority on Termination

Upon Termination of the Contract for any reason whatsoever, Authority shall have the power and authority to:

- 1) Appoint another party or Service Provider that may carry of the remaining obligations of the Service Provider.
- 2) In the case of the Authority terminates the Contract in part the Service Provider shall continue the performance of the Contract to the extent of which is not terminated.

8.5.4. Termination Payments

only undisputed works completed by the contractor and agreed the authority will be paid by authority.

8.6. Liability

In no event shall Bidder or Authority be liable, one to the other, for special or, indirect damages in connection with or arising out of the furnishing, performance or use of the services or deliverables provided by Bidder under the terms of this Tender.

8.7. Indemnity

The Service Provider shall at all times, i.e. during the subsistence of the Contract and at any time thereafter, defend, indemnify and hold Authority harmless from and against all claims (including without limitation claims for breach of contract, death or injury to person or injury to property, or other tort claims), all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority or Authority indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims including third party claims and expenses (including court costs) arising out of or relating to the breach by Service Provider of any covenant representation or warranty or from any act or omission of the Service Provider or his agents, employees or sub-Service Providers.

8.8. Force Majeure

Should either Party be prevented from performing any of its responsibilities (as detailed in this proposal) by reason caused by an Act of God or any cause beyond its reasonable control including but not limited to work stoppages, fires, riots, terrorist strikes, accidents, explosions, floods, cyclones, storms wars, revolutions, acts of public enemies, blockages, embargos, orders, proclamations, ordinances, demands or requirements for any government or authority or representative of any

such government including restrictive trade practices or regulations, general strikes and shutdowns, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, resumes performance as soon as such factors disappear or are circumvented.

Under this clause, if either party is excused performance of any obligation for a continuous period of thirty (30) days, the two parties shall by mutual consultation decide about the further implementation of the Contract, and in the event of the non-agreement in this regard, the Authority reserves the right to determine the Contract. However, the aforementioned reasons do not include lack of personnel and non-performance of third parties hired. The Service Provider shall not be entitled to any payment from the Authority in case of force majeure, including termination of Contract due to force majeure.

8.9. No Assignment

Neither party shall assign or transfer all or any of its obligations under this Arrangement including any Statement of Work to any person without the prior written consent of the authority, which consent shall not be unreasonably withheld or delayed.

8.10. Independent Service Provider

Bidder shall be deemed to be acting as an independent Service Provider of Authority and shall not be deemed an agent, legal representative, joint venture or partner of Authority. Neither party is authorized to bind the other to any obligation, affirmation or commitment with respect to any other person or entity.

8.11. Severability and Waiver

If any provision of this tender, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this tender or the remainder of the

provisions in question which shall remain in full force and effect.

The Authority and the Service Provider shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision. No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this of any right, remedy or provision of this Tender shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

8.12. Representations and Warranties of the Service Provider

By bidding in this tender, the Service Provider represents and warrants to Authority that:

- 1) It is duly organized, validly existing and in good standing under the laws of India;
- 2) It has to execute, deliver and perform its obligations under this Tender and to carry out the transactions contemplated hereby;
- 3) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance under this tender
- 4) It has the financial standing and capacity to undertake the Project;
- 5) This tender constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 6) It is subject to civil and commercial laws of India with respect to this tender and it hereby expressly and irrevocably waives any immunity in any other jurisdiction in respect thereof;
- 7) The execution, delivery and performance of its obligations under this tender will

not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Bidder's Memorandum and Articles of Association or terms of Partnership deed or any member of the Consortium or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

- 8) There are no actions, suits, proceedings, or investigations pending or, to the bidder's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of its obligations to be carried out under this tender.
- 9) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in any material adverse effect or impairment of the its ability to perform its obligations and duties under this Tender;
- 10) No representation or warranty by the bidder contained herein or in any other document furnished by it to Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 11) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the bidder, to any person by way of fees, commission or otherwise for securing the tender or for influencing or attempting to influence any officer or employee of Authority in connection therewith.

8.13. Liquidated Damage:

In case the work is not completed within the stipulated period of completion of whole or part of work (achievement of milestones specified by authority) 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 contract amount per day of delay limited to maximum of 10% of contract amount.

The Authority will deduct the liquidated damages from payments due to the Contractor.

8.14. Awarding the work to second lowest bidder:

If due to any reason what so ever lowest bidder surrenders the work allotted to it **within 6 months** of the award of work, AUTHORITY can allot the work to second lowest bidder at the rate offered to first lowest bidder. Decision of the AUTHORITY will be final in this context and will be bound to all the participants in the tender.

9. Other Terms & conditions:

9.1 Role of the Authority

The Authority shall play the following role in this project

- (i) The Authority shall handover the Project Site and on an as-is-where-is basis, free from encumbrances, for the execution of the Project. The Authority will not provide any equipment or vehicle for the project. All equipment and machinery required for the successful execution of the project shall be arranged by the Bidder at his own cost.
- (ii) The Authority shall earmark the land (to be reclaimed and to be used for segregation and processing of excavated mixed MSW) and give possession to the Bidder within one week of the execution of the Contract Agreement.
- (iii) The Authority shall provide access to the land earmarked to the Bidder for implementing the project.
- (iv) The Authority shall facilitate and provide documents/ endorsement letters, if any necessary for clearances, permits, approvals, authorizations, and no

objection certificate, which are required by the Bidder to execute the project. It is clarified that all necessary clearances, permits, approvals, authorizations, and no objection certificate including Water and Power arrangements inside the plant area (ULB will provide only power arrangements up to plant boundary) shall be the role and responsibilities of the selected Bidder.

- (v) The Authority shall permit the Bidder to carry out the project till the conclusion of the Contract Period as mentioned in the RFP.

9.2 Role of the Bidder

- (i) The Bidder shall execute and complete the project in accordance with the provisions set out in the tender document, the Conditions of contract and the contract agreement
 - (ii) The Bidder shall have no right or title or leasehold right on the land earmarked to them. The Land earmarked to the Bidder shall not be used for any other purpose other than for the project purpose.
 - (iii) The Bidder shall be responsible to obtain necessary clearances, permits, approvals, authorizations, and no objection certificate required for execution of the work
 - (iv) The Water, Power arrangements and other arrangements/ resources necessary for the execution of the work shall be the role and responsibilities of the selected Bidder.
- Necessary arrangements will be providing as per mutual understanding between AUTHORITY and agency.
 - Settlement of Dispute: The dispute concerning question of fact arising under the contract shall be primarily decided by the Municipal Commissioner, **Porbandar Municipal Corporation** of AUTHORITY. If matter is not solved, it will be decided by the Regional Commissioner of Municipalities, zone level.
 - Reports submitted by the Bidder shall be validated by Municipal Commissioner, **Porbandar Municipal Corporation** (AUTHORITY).
 - Reports submitted by the Bidder shall be kept in two copy.

Annexure formats of the documents to be submitted

Annexure 1: Forwarding Letter

Dated: DD/MM/YYYY

To,
Municipal Commissioner,
Porbandar Municipal Corporation,
Svp Road ,Near Railway Station, Porbandar Pin:
360575, Porbandar, Gujarat.
E: co_porbandarnagarsevasadan@yahoo.com

Subject: Submission of Bid for Selection of Legacy work management solution for **Porbandar Municipal Corporation by Bio-remediation and Bio-mining process at existing Dumping site in Porbandar Town.**

Dear Sir,

We are pleased to make our submission for the captioned tender along with the following documents towards the same.

(A) Envelope I: Tender Fee and Bid Security as follows:

	Amount (in Rupees)	Pay Order/DD No./BG No	Dated	Drawn Bank
Tender Fee				
Bid Security				

(B) Envelope II: Eligibility and Qualification Details

(C) Envelope III: Contain envelope 1 and 2

We are aware of the Authority's right to accept or reject any/all tenders without giving any reason and upon rejection of tender/tenders; I shall not be entitled to any right with related to the Authority.

This offer is subject to all terms and conditions contained in the tender document. We have not made any changes either directly or indirectly in terms and conditions of the Tender. In additions to terms and conditions of this tender, I am not given any written or oral promise from the Authority.

I have thoroughly read and understand all the terms and conditions of this tender and I promise to observe all the terms and conditions of this tender. I have signed and stamped each and every page of this tender document and submitted the same hereof.

Thanking You,

(Signature and name of Authorized Representative)

For (Name and seal of Bidder Company)

Annexure 2: Bidder Information

(1) Bidders name and contact details.

- Name of the Bidder Organization:
- Nature of Entity (company /partnership/Proprietorship, etc.):
- Address of Registered Office:
- Mobile / Phone:
- Fax:
- E-mail:
- PAN No.
- GST Registration No.
- Main Line of Business with experience
- Copy of the Registration Certificates of the bidder:
 - Contract Labour (R&A) Act 1970
 - ESI
 - EPF
 - Professional Tax
 - Certificate of Incorporation / Partnership deed (Not applicable in case of proprietor)
 - ISO 9001:2008 or above certificates if any.

(Signature and name of Authorized Representative)

For (Name and seal of Bidder Company)

Annexure 3: Bidder's Experience

Name of the Bidder: _____

Details of works completed / on hand in last three years including current year:

Sr. No	Name of works and main features of the work	Place of Work (Address)	Value of Work (Rs.)	Clients Name and Address of contact person (including official website, email id and phone no.)	Date of start of the work	Date of end of work
	Total Value of Work					

Enclosed:

- 1) Copy of Contract/ Agreements/ work order evidencing the above.
- 2) Certificates / Letters that the work above has been satisfactory

(Signature and name of Authorized Representative)

For (Name and seal of Bidder Company)

Annexure 4: Bidder's Turnover
(On the Letterhead of Bidder)

Name of the Bidder: _____

Year	Total Turnover in Lakh	Net Worth in Lakh
FY: 2021-22		
FY: 2020-21		
FY: 2019-20		
Average of Above		

Note:

- The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
- Copies of Audited Annual Reports
- CA Certificate certifying The above financial information shall be attached with the bid

(Signature of the Authorized signatory)

**Annexure 5: Undertaking
(On the Letterhead of Bidder)**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ YYYY.

Signature

(Firm's Seal)

In the capacity of duly authorized to sign bids for and on behalf of:

Annexure 6: Anti Black listing Certificate

Format for Affidavit certifying that the Entity/Promoter's / Director's of Entity are not blacklisted (On a Stamp Paper of relevant value)

Anti-Blacklisting Affidavit

I M/s. (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter's / director's are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government /department / Local Government/agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the _____(Bid submission Date).

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this Day of..... , YYYY.

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

- *To be executed on a Stamp Paper of Rs. 300/- and duly notarized.*

Annexure 7: Format for Authorization of Bidder's signatory

(Applicable in case of bid not being signed by the person directly authorized by the firm)

Dated: DD/MM/YYYY

To,
Municipal Commissioner,
Porbandar Municipal Corporation,
Svp Road ,Near Railway Station, Porbandar
Pin: 360575, Gujarat.
E: co_porbandarnagarsevasadan@yahoo.com

Dear Sir,

REF: Your Tender Ref.:

<Bidder's name> hereby authorizes <Designated Representative's name> to act as a representative of <Bidder's name> for the following activities vide its Board Resolution/ Power of Attorney attached herewith.

To attend all meetings conducted by **Porbandar Municipal Corporation** or other entities associated with solid waste management related Services ("Project") for **Porbandar Municipal Corporation** and to discuss, negotiate, finalize and sign any bid or agreement and contract related to Tender for supply of legacy work management solution for **Porbandar Municipal Corporation** by Bio-remediation and Bio-mining process at existing dumpsite in Porbandar Town.

Yours faithfully,

<Signature of appropriate authority of the Bidder >

Name of appropriate authority of the Bidder:

<Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>

For **<Name of Bidder >**

- *To be executed on a Stamp Paper of Rs. 300/- and duly notarized.*

Annexure 8: Format for Performance Security in the form of Bank Guarantee

To: _____[Name of Authority]
_____ [Address of Authority]

WHEREAS _____[name and address of Service Provider]

(Hereinafter called “the Service Provider”) has undertaken, in pursuance of Agreement No. _____ dated _____ to execute _____[Name of Contract and brief description of Works] (Hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Agreement/Contract; AND WHEREAS we have agreed to give Service Provider such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____ [amount of Guarantee]

_____ [in words] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date_____

Signature and of the guarantor:

Name of Bank: _____

Address: _____

Date: _____

An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated either in the currency of the Contract or in a freely convertible currency acceptable to the Authority. **The above bank guarantee should be cashable at any branch of <ULB Name>.**

Annexure 9: Format for Price Bid
To be uploaded online only

To,
Municipal Commissioner,
Porbandar Municipal Corporation,
Svp Road ,Near Railway Station,Porbandar
Pin: 360575, Porbandar, Gujarat.
E: co_porbandarnagarsevasadan@yahoo.com

Dear Sir,

1. In response to your Advertisement dated..... in the daily newspaper and the tender made available in your website for "Selection of Legacy work management solution for **Porbandar Municipal Corporation** by Bio-remediation and Bio-mining process of managing legacy waste at existing dumpsite in Porbandar Town.”.
2. We have carefully read and understood the Advertisement and the tender containing the Instructions and Terms of Reference and other information and we hereby undertake to abide by the same. We are submitting this Application in strict compliance with the terms and conditions contained in the Document.
3. We quote below our fees:

Sr. No	Name of wok	Amount in INR
1	<p>Work of “Legacy Waste Dumpsite Remediation through Bioremediation, Biomining and Scientific Capping of Residual Rejects” in Porbandar Municipal Corporation which includes-</p> <ul style="list-style-type: none">- Biomining/ Excavation of complete mixed MSW from the dumpsite which underwent biological and physical degradation.- Resource recovery and utilization by using suitable mechanical sieving machine or any other suitable equipment / method, segregating, sorting, retrieving recoverable materials, storing, selling,diverting for recycling etc.	Cost per metric ton

Rs. _____ (Rupees _____ only).

The offer is including the Taxes (Taxes Like Gst & Others are included).

Thanking you,

Your's truly,

Signature: (Name of the Authorized Signatory) Place:

Address:Mobile umber.....,E-mai ID.....

Annexure 10: Layout / Basic Drawing

Annexure 11: Draft Contract Agreement Format

This agreement, made the..... day of 20....., between the **Porbandar Municipal Corporation** [name and address of the ULB] (Hereinafter called as "the Authority") of the one-part M/S.....[name and address of Bidder] (hereinafter called "the Bidder") of the second part.

Whereas the Authority is desirous that the Bidder execute [name and identification number of Contract] (hereinafter called "the Works") and the Authority has accepted the Bid by the Bidder for the execution and completion of such Works and the remedying of any defects therein, at a contract price of INR

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Authority to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Authority to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Authority hereby covenants to pay the Bidder in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. Letter of Acceptance;
 - ii. Notice Inviting Bid;

iii. Bid Document issued by the **Porbandar Municipal Corporation**
and its subsequent amendments and corrigendum

iv. Bidder's Bid;

v. Conditions of contract (including all Conditions of Contract);

vi. Specifications;

vii. Drawings and Site Map;

viii. Any other document listed in the Condition of Contract forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was
hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

In the presence of:

Binding Signature of Authority

Binding Signature of Bidder (To be signed by the Authorized Signatory of the Bidder)

Annexure 12: Final Completion Certificate

Name of Work:

Agreement No. Date:

Name of Agency:

Certified that the above-mentioned work was % physically completed on
..... (date) and taken over on(date).

Agreement amount Rs.

Final amount paid to Bidder Rs.

Quantity of Waste Processed..... Tons.

Incumbency of officers for the work

I have satisfied myself to best of my knowledge that the work has been done properly.

Date of Issue:

Municipal Commissioner
Porbandar Municipal Corporation

Annexure 13: Format for Submitting Detailed Dumpsite Reclamation Action Plan for Porbandar

Context: The Bidder will submit a Dumpsite Reclamation action plan for the below listed topic:

Summary of the legacy waste action plan of Porbandar

Sr. No.	Topic	Provided, Yes/No.	If Yes, Pg. No. in the RFP document
1	Dumpsite land reclamation		
2	Excavation, Screening & Resource Recovery		
3	Bio-remediation and Bio-mining of un-processed municipal solid waste		
4	Development of facility for Scientific disposal of residual Solid Waste		
5	Leachate collection, treatment system and surface water drainage work		
6	Disposal Strategy of Soil conditioner and RDF		
7	Post Closure Operation and Maintenance Plan		
8	Environment, Health and Safety Management Plan		

Note: The content can be given in the Gujarati Language

Submit details of the below mentioned Topics:

1. Dumpsite land reclamation: Present the proposed Site layout development, land reclamation sequence on layout drawing, general arrangement of machineries, screening, sorting, storing, packing areas.
2. Excavation, Screening & Resource Recovery: Indicate number, type and capacity of equipment's/machinery to be deployed for the purpose of excavation, segregating, sorting, retrieving recoverable materials, storing, baling, packing, selling, provide the basis for deciding the number and justify

the time period estimated for the activity and operation and maintenance details.

3. Bio-remediation and Bio-mining of un-processed municipal solid waste: Specify the proposed method in detail, quantity of resources required, provide the basis for deciding the quantity of resources, number and justify the time period estimated for the activity and operation and maintenance details.
4. Development of facility for Scientific disposal of residual Solid Waste: Detail the proposed method and quality control protocol for laying various landfill liner layers, quantities of materials, equipment/ machinery proposed to be deployed and justification of the proposed to facility and scientific rejects disposal/ backfill in facility operation and maintenance details.
5. Leachate collection, treatment system and surface water drainage work: Present leachate collection system and surface water drainage system including the alignment, treatment, disposal locations and invert levels
6. Disposal Strategy of Soil conditioner and RDF
7. Post Closure Operation and Maintenance Plan:
8. Providing Environment, Health and Safety Management Plan: Plan for Mitigation of Pollution during Project Execution work. Measures to manage hazardous waste if any during the project execution, Plan for Health and safety in and around the workplace to be followed during project execution, Emergency preparedness plan, Measures for Fire safety, Measures for Health and safety of workers.

All of the above should be suitably supported with the engineering drawings, manpower requirement, fuel/power requirement and explanation of estimated time schedule.

Based on the above work requirement, the Bidder will provide details of plant, machinery and equipment proposed to be deployed in the works in the annexure 13(A)

The Bidder shall also provide a list of key personnel proposed to be deployed for the work with their curriculum vitae in the Format Provided in annexure 13(B)

Annexure 13 (A): Format for Providing Details of Machinery to be deployed for the Project

Name of the Bidding Company Owning the Equipment/ Machinery _____					
Item of Equipment Including Make	Number and Capacity	Ownership Status		Age and Condition	Remarks Regarding Condition/ Source/ Availability
		Owned/ Leased/ to be Procured	Number & Capacity		

Note:

1. List only the key equipment for construction, standby power, material handling and vehicles for site, etc., which the Company proposes to use for the proposed works at the site.
2. The applicant should clearly demonstrate that he has access to all key equipment which will be required for the successful completion of the works.

Annexure 13 (B): Details of Key Personnel to be deployed for the Project

(Use separate Sheet for each key personnel)

Name of Bidder Company			
Proposed Position Key Personnel Information	1. Name 2. Date of Birth 3. Contact Number 4. Professional Qualification 5. Current Designation 6. Years With Present Employer		
Experience Summary Relevant to this Project			
Professional Experience (in chronological order)	From	To	Company/ Project/ Position/ Relevant Technical and Managerial Experience

Annexure 14: Environment Management and Monitoring Plan

AS PER DETAILED PROJECT REPORT INDICATIVE PLAN AS BELOW

1. Pollution Mitigation Measures

Sr. No.	Pollution Sources	Pollutants Emitted	Mitigation Measures
Air Pollution Mitigation Measures			
1.	Construction activities	SO ₂ , NO _x , Particulates, Odour etc.	<ul style="list-style-type: none">- Dust suppression by water sprinkling.- Bitumen covered internal roads.
2.	Vehicular Movement		<ul style="list-style-type: none">- Wheel Washing Bay at the entry point.
3.	Loading and unloading of Trucks		<ul style="list-style-type: none">- Vehicles carrying of excavated materials, construction materials and waste to be covered with tarpaulin or plastic sheet
4.	DG Set		<ul style="list-style-type: none">- Green belt would be provided along the internal roads and plant boundary
5.	Processing of Legacy Waste		<ul style="list-style-type: none">- Covered landfill by polyethylene sheets except the active waste laying area- Proper ventilation and moisture in the windrow area to be maintained and herbal insecticides to be sprayed around odour generation areas at regular intervals.
Water Pollution Mitigation Measures			
6.	Leachate from landfill	Suspended Solids, BOD etc	<ul style="list-style-type: none">- Impermeable liner in the landfill pit.- Storm water drainage system

2. Environmental Monitoring

Monitoring for air quality parameters as per CPCB/SPCB ambient air quality standards and surface water quality would be carried out on a regular basis or as and when required or instructed by the Engineer-in-charge.

Environmental Monitoring Plan

Environmental Component	Locations	Frequency	Parameters to be Monitored
Ambient Air Quality	Nearby habitations, upwind, downwind, crosswind	Quarterly	PM ₁₀ , PM _{2.5} , SO ₂ , NO _x , CH ₄ , CO, Ammonia, H ₂ S, Odour
Noise	Within site (DG set, Sanitary Landfilling area) and nearest habitation	Quarterly	Noise Levels (Leq)
Ground water / surface waters	Water samples from piezometric monitoring wells at 5-6 locations within 50 meters of periphery of landfill site, ground water from the nearest tube well, stream and River	Quarterly	IS 10500:2012 drinking water parameters
Leachate	Windrow area	Quarterly (TCLP Test)	SS, TDS, pH, BOD, COD, As, CN, Cl, heavy metals
Landfill gas	Dumpsite area	Quarterly	Methane & CO ₂
Soil Conditioner	Final product	Monthly once	As, Cd, Cr, Cu, Pb, Hg, Ni, Zn, C/N ratio, pH

3. Design Environmental Targets

The proposed project shall abide by the following design environmental norms and prevailing environmental quality but not limited to

3.1. Ambient Air Quality

It shall be as per National Ambient Air Quality Standards, CPCB, GoI.

3.2. Noise Level

It shall be as per the noise pollution (regulation and control) rules, 2000 and its subsequent amendments

3.3. Water Quality

The Leachate disposal shall be as per SWM rules 2016