

Municipal Council Vyas Nagar

Invitation for Bids (IFB)

**ECOLOGICAL SITE MANAGMNETAT VAYASNAGAR
MUNICIPALITY, JAJPUR**

Date of issue of Bid Documents: 16/10/2020

Last date for submission of the bid: 06/11/2020 at 5:00 pm

Municipal Council Vyas Nagar

Vyas Nagar Jajpur (Odisha)



OFFICE OF THE MUNICIPAL COUNCIL
VYASANAGAR JAJPUR ROAD ODISHA

No.: 2627

Date: 16/10/2020

Invitation for Bids (IFB)

- 1) Municipal Council Vyasaganar invites sealed tender two cover system bidding process for selection of the Bidder to carry out Ecological management of site as per terms and condition of RFP, from eligible registered trust/ company incorporated under the Companies Act 1956/ public limited companies, for the following activities for a period of as per RFP.
- 2) Tender Document may be download from the District Website: www.jajpur.nic.in.

Sr no	Name of Work	Estimated Cost (Lakh)	EMD(Lakh)	Cost of Tender Document (Amount in Rs)	Duration of Project
1	Ecological management of site of Vyas Nagar Municipality	295.00/-	3.00/-	10,000/-	6 months

Calendar of event:

Last date for receipt of tender is 06/11/2011 (up to 5:00 pm) through speed/registered post only, any other mode of tender is not acceptable


Executive Officer
Vyasaganar Municipality

Memo No. 2628 //dated. 16.10.20

Copy to The Director, I & PR, Bhubaneswar with a request to publish the same in largest circulated two Odia Daily newspaper and one English largest daily with minimum I & PR approved rate for one day for publication and submit the bill in duplicate in pass for payment.


Executive Officer,
Vyasaganar Municipality

REQUEST FOR PROPOSAL

Memo No 2629 //Date 16.10.20

Copy to Office Notice Board,/ Collector & District Magistrate, Jajpur,/ADM, Kalinganagar, Jajpur Road/ Superintending Engineer-cum-ILW, PH Circle Cuttack/Executive Engineer,(R&B) Division, Panikoili/Tahasildar, Vyasaganar/JE,PH.Dala, Jajpur/Executive Engineer, NESCO, Jajpur road/IIC, Nodal Police station, Jajpur rod/SDPO, jajpur road/Sub-Register, jajpur road/KNDA, Jajpur Road /MD, Ferrochrome Plant, Jajpur Road/DFO, Jajpur Road/OFDC, Jajpur Road/DD Mines Jajpur Road/Sale Tax Office, Jajpur Road/Joint labour Commissioner, Jajpur and they are requested to display the notice in their office notice board for wide publication.

 16.10.2020
Executive Officer
Vyasaganar Municipality

Memo No. 2630 //dated. 16.10.20

Copy forwarded to DIO, NIC, Jaipur for information. He is requested to webcast the quotation Call Notice call notice in the district website for wide publication.

 16.10.2020
Executive Officer,
Vyasaganar Municipality

Memo No 2631 //Date 16.10.20

Copy to Office Notice Board for Wide Publication / Advertisement Section for information and necessary action.

 16.10.2020
Executive Officer
Vyasaganar Municipality

Memo No 2632 //Date 16.10.20

Copy to the concerned case records for reference.

 16.10.2020
Executive Officer
Vyasaganar Municipality

Approx. Cost : 2.95cr.

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Disclaimer

The information contained in this Request for Proposals document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by Municipal Council Vyasagar(hereinafter call the "MCV") or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the MCV to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the MCV in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the MCV, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the [Feasibility Report], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The MCV accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The MCV, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The MCV also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The MCV may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the MCV is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the MCV reserves the right to reject all or any of the Bidders or Bids without assigning

any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the MCV or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the MCV shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



SCHEDULE OF BIDDING PROCESS

MCV would endeavor to adhere to the following schedule from the date of issue of notification during the Bidding Process:

Sr No.	PARTICULARS	REMARKS
1	Tender Notice No.	
2	Date & Time for submission of Bid	Up to 06.11.2020 at 5:00 P.M.
3	Date & time of opening of Technical Bids/s	09.11.2020 at 11:00 P.M.
4	Date & time of opening of Financial Bids/s	To be informed later
5	Tender Fee	10000/-
6	Earnest Money required	3,00,000/-
7	Bid validity	90 days
8	Address of Bid submission through speed post/registered post only	Executive Officer Municipal Council Vyas Nagar Jajpur

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Instructions to Bidder

Municipal Council Vyasaganarintends to adopt a single stage two cover system bidding process for selection of the Bidder to carry out management of old dump site as per SWM 2016 by adopting suitable technology like bio remediation /mining at Municipal Council accordance with SWM Rules 2016, from eligible India Trust/registered firms/ company incorporated under the Companies Act 1956/ agencies registered partnership firms/ public limited companies.

The detailed scope of work for all the activities indicated above (“the Service Contract”) is provided in bid.

1.1. The Bidder shall need to demonstrate their technical and financial capacity for carrying out the service in a Project Area. Financial bids of only those bidders will be opened who will be found technically eligible as per RFP.

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

1.2. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.

The SCOPE OF WORK will be defined in the RFP.

MCV invites detailed proposal (hereinafter referred to as “Proposal”) for providing of management of old dump site of Municipal Council Vyas Nagar.

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and shall not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Bidder or MCV rights to amend, alter, change, supplement or clarify the scope of work under the work awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by MCV.

MCV shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by MCV, and all Bids shall be prepared and submitted in accordance with such terms on or before the specified date for submission of Bid (the “**Bid Due Date**”).

Process of Selection / Empanelment: The lowest price quote for as per financial bid will be the L-1 / selected bid price.

Site visit and verification of information

Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of

materials, applicable laws and regulations, and any other matter considered relevant by them.

1. Amendment of bid documents

- 3.1. Before the deadline for submission of Bids the MCV may modify the bid documents by issuing addendum/corrigendum.
- 3.2. Any addendum/corrigendum thus issued shall be part of the bid documents and shall be communicated through www.jajpur.nic.in website and MCV website.
- 3.4. To give prospective Bidders reasonable time in which to take an addendum or corrigendum into account in preparing their Bids, the MCV shall extend as necessary the deadline for submission of Bids.

2. Preparation of Bid Documents:

Documents comprising the Bid:

The Bids comprises of two parts viz. Technical Bid and Financial Bid and shall contain the documents as follows:

Technical Bid: Bidders are advised to submit the hard copies of the documents.
Financial Bid: Bidders are advised to submit the hard copies of the document.

i. Technical Bid:

The certified copies of the following documents are required to be submitted;

- a. Covering letter in the format set out in Annexure I.
- b. Details of the Bidder in the format set out in Annexure II.
- c. Anti-collusion certificate in the format set out in Annexure III.
- d. Technical Proposal (implementation plan) along with the bid document as provided in Annexure IV;
- e. Work completion certificate in Annexure V
- f. EMD – Original Copy

NOTE:

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

ii. Financial Proposal:



The Bidder may submit in physical copy of financial format along with bid as per Annexure VI in separate envelope

3. Proposal validity:

3.1. The Proposal shall remain valid for a period not less than 90 days from the bid Due Date (Proposal Validity Period). MCV reserves the right to reject any Bid, which does not meet this requirement.

3.2. In exceptional circumstances, prior to expiry of the original time limit, MCV may request that the Bidder may extend the period of validity for a specified additional period. The request and the Bidder's responses shall be made in writing. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his Bids, but will be required to extend the validity of his earnest money deposit for a period of the extension.

4. Earnest Money Deposit (EMD)

4.1. The Bidder shall pay an Earnest Money Deposit (EMD) amount of Rs 3,00,000/- (Rupees Three Lacs only i.e 1% of Project Cost) in the favor of Executive Officer Municipal Council Vyas nagar payable at Jajpur road, Jajpur for bidding for a project Area.

4.2 Any Bid not accompanied by an acceptable earnest money deposit and not secured as indicated shall be rejected by the MCV as non-responsive.

4.3 The EMD of unsuccessful Bidders will be returned without any interest as promptly as possible on acceptance of the Bid of the selected Bidder or when the bidding process is cancelled by MCV.

4.4. The EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security will be deducted from in the running bill.

4.5. The EMD may be forfeited:

- a. If the Bidder withdraws the Bid after bid opening during the period of bid validity;
- b. If the Bidder does not accept the correction of the bid Price, pursuant to Clause correction of error.
- c. In the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - i) Sign the Agreement; or
 - ii) Furnish the required Performance Security.

5. Joint Venture (JV)/ Consortium – To upgrade the technical and financial qualification parties may participate in the form of Consortium. Maximum 2 parties are allowed to for the JV.

6. Bid opening and Evaluation

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MCV shall open the Technical Bids of those Bids that are found to be responsive as provided and undertake evaluation of the Technical Proposals to determine the qualified Bidders. In case of JV/ Consortium, the technical and financial qualification of any JV/ Consortium members shall be considered.

7.Process to be confidential

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

8. Clarifications

8.1. MCV would open the Technical Bid on **09/11/2020** for the purpose of evaluation. MCV will open the Technical Bids of all the Bidders received in the presence of the Bidders or their representatives who choose to attend on the date and place specified in the Schedule of Bidding process. The date of opening of Financial Proposal/bid of the technically qualified Bidders will be intimated later on.

8.2 MCV reserves the right to reject any or all Bids which does not contain the information/documents as set out in this biddocument.

8.3 To facilitate evaluation of Bids, MCV may at its sole discretion seek clarifications in writing from any Bidder.

9. Evaluation

QUALIFICATION CRITERA AND EVALUATION

Procedure for Detailed evaluation of technical qualifications the firms will be shortlisted against the pre-qualification criteria. Those who qualify/ fulfil these criteria shall be considered for technical evaluation.

QUALIFICATION CRITERA

SR No	Particular	Supporting Document to be submitted (single/Joint Venture)
1	The Bidder shall be a private company, firm incorporated in India under the (Indian) Companies and LLP's under Act 1956/2013 or a company incorporated under equivalent law board/trust. The Bidder shall be required to submit a copy of its Incorporation Certificate	Copy of Certificate of incorporation/Moa/AOA
2	In case of JV/ Consortium: 1. Joint Venture Agreement 2. Power of Attorney for Lead Bidder 3. Power of Attorney for Signing of Bid	Original Documents to be submitted



REQUEST FOR PROPOSAL

2	The Bidder must have a valid GST certificate, PAN and EPF registration/	Copy of GST Certificate And Copy of EPF registration, Labour License certificate
3	The sole bidder or subsidiary directly or indirectly should not be blacklisted/ debarred/ terminated of contract by any Government/ Government Board/ Corporation Company/ Statutory Board/ PSU company/ Non-Government/ Government of any sovereign countries/ Private/ Foreign Funding agencies in the last 5 years.	Self-Certification by the bidder, Rs 100 Stamp Paper (Notarized Copy)
4	Bidder Must have Experience of processing of municipal solid waste processing 30 MTD Continuous in two year in last five years in any government department or Completed one Legacy Waste Project of Min 50,000 MTD in last five year in any government department.	Copy of work order and completion certificate/ongoing certificate is attached.
5	The bidder should have an minimum annual turnover of Indian 3 crores in any one year during the last three (3) financial year.	Copy of the audited profit and loss account along with audited balance sheet of the company showing turnover of the company for last three years by Chartered account
6	The lead bidder must be registered in ISO	Notarized Copy of ISO Certificate Produced at the time of bid submission .

EVALUATION CRITERIA

S.No.	Particulars	Max Marks Allotted	
1	Bidder Must have Experience of processing of municipal solid waste processing 30 MTD Continuous in two year in last five years in any government department or Completed one Legacy Waste Project of Min 50,000 MTD in last five year in any government department.	40	
	a processing of municipal solid waste processing of 30 MTD or Legacy Waste Project of 50,000 MT		20
	b processing of municipal solid waste processing above 30 MTD or Legacy Waste Project of above 50,000 MT		40
2	The bidder should have an minimum annual turnover of Indian 3 crores in any one year during the last three (3) financial year.	30	
	a 3 crores - 4 crores		10
	b above 4 crores		20

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REQUEST FOR PROPOSAL

3	The lead bidder must be registered in ISO	10	
4	Implementation Plan	20	
Total		100	

Note: The bidder must secure 70 marks to qualify for financial bid opening

The bidder may participate single or consortium, if bidder is making consortium maximum two bidder are allowed, Lead bidder must be registered in India under companies' actor as a trust in India.

10. Correction of errors

10.1. Bids determined to be substantially responsive will be checked by the MCV for any arithmetic errors, if there is a discrepancy between the rates in figures and in words; the lower of the two will govern.

10.2. In the event of acceptance of the Preferred Bidder with or without negotiations, MCV shall declare the Preferred Bidder as the Successful Bidder. MCV will notify the Successful Bidder through a Letter of Award (LoA) that its Bid has been accepted.

10.3. The Successful Bidder shall execute the Agreement immediately after producing the above requirement.

10.4. The EMD of successful bidder will return after submitting ISD (Initial Submit Deposit) of 1% in the form of FDR/BG or EMD shall be adjusted as ISD. performance security of 5% will be adjusted by the municipality on each running bill and return after successful completion of the audit.

10.5. Notwithstanding anything contained in this bid document, MCV reserves the right to accept or reject any Bid, or to annul the bidding process or reject all Bids, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons thereof.

11. Scope of Work:

To dispose of old waste at Vyasagaras mentioned in project background through scientific processing and in an environmentally sustainable manner.

The Scope of the work for the project will broadly include

- The Contractor has to set up processing facilities to dispose of Approx. 90,000 cum. Old waste from the designated sites in Vyasagar through Bio Mining/Remediation method within 1 Months from the date of LOA/ Work Order (as per the RFP) in accordance with

Solid Waste Management Rules 2016 (SWM Rules 2016) and other applicable rules & norms as amended from time to time.

- The key goal for Vyasagaris to achieve reclamation of the dumpsite land adopting and make user friendly ecological park.
- Contractor has been given the liberty to undertake the remediation and management of the waste as per their convenience but have to ensure that no foul odor should be released and no menace should take place at the operational site.
- The Contractor will have to deploy the technology in accordance with present rules and regulations – norms of Government Authorities like MOEF & CC, CPCB, OPCB, Solid Waste Management Rules 2016 National Green Tribunal (NGT), Pollution Control Board etc.
- The technology should be flexible enough to augment the capacity and accommodate environment friendly changes to be imposed by governing authority like MOEF & CC, CPCB, OPCB, National Green Tribunal (NGT) and other all regulatory agencies in future.
- The waste material that is recovered from the dumpsite and converted into a resource material shall be used by the bidder in development of ecological park.
- The Bidder is free to use all soil debris and other item in construction of ecological park, bidder is free to sell all RDF and Recycle Item or any other useful product.
- The Bidder will construct boundary wall Min 4 feet, Entrance Gate, Pathway on round the park and where ever is required.
- The Bidder will do the horticulture work in the developed park and maintain for 1 year. This means he has to do the following works.
 - a) Develop 6 ft wide walkway with pavement designer blocks.
 - b) Grow grass and develop landscape.
 - c) Plant flower bearing trees as approved by MCV.
 - d) Plant seasonal flowering shrubs/plants for the entire maintenance period.
 - e) Provide lights for lighting up the park and the pathway.
 - f) Lay pipelines for watering the park.



12.Scope of Vvasanagar Municipal Council: -

- The Municipal Council Vvasanagar will provide encumbrance free project area within 15 days after award of work.
- The Municipal Council will provide the electricity and water connection free of cost within 15 days of work award, the charges of electricity and water is born by the municipal council.
- The Municipal Council will provide the approach road if required within 15 days of LOA.

13. Milestones

Milestones required to be achieved within the given timeframe are as mentioned below.

Sr no	Quantity of waste disposal	Timeline of Completion*	Allocated Months
1	Submission of Work Plan and signing of Agreement	15 days from the date of Award	15 days
2	Mobilization of manpower and earthmover equipment.	30 days from the date of award of contract	30 days
3	To dispose of waste.	Within 90day from the Letter of Award	90 days
4	Development of Park in allocated land	Within 150 days from the Letter of Award	150 days
5	Operation and Maintains of Horticulture work for 12 month	After Completion of work	12 month after completion of work

14. Compliance with labour regulations:

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

The Employees of the SUCEESFUL BIDDER in no case shall be treated as the employees of the MCV at any point of time.



15 Compliance with Solid Waste Management Rules, 2016

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

16. Protection of Environment:

The SUCEESFUL BIDDER shall take all reasonable steps to protect the environment on and off the field and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the SUCEESFUL BIDDER shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local MCV.

16.1. The SUCEESFUL BIDDER will keep close liaison with Municipal Council Vyasaganar, Pollution Control Board and Police MCV of the City for proper functioning of the waste in a hygienic manner if required.

16.2. Agreement Period:

Agreement is for a period of 1.6 years from the appointed date.

16.6.1. Committee for assessing the quality of work.

The work done by Bidder shall be evaluated by Committee constituted by the Executive Officer to assess the quality of work.

16.3. Time Schedule

The SUCEESFUL BIDDER shall adhere to the time schedule to operate 3 shifts to remediate / mining the waste of Vyasaganar.

16.4. Site visit and verification of information

Bidders are advised to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant by them.

Definitions and Interpretations

1.1. Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

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

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

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

“Contract Period” shall mean a period 18 (eighteen month) between: 00/00/2020 to 00/00/20---.

“Contract Value” shall mean the Service Fee payable by MCV to the Bidder during the Agreement Period.

“Disposal” means final and safe disposal of post processed residual solid waste and inert street sweeping and silt from surface drains on land as specified in schedule I SWM Rules, 2016 to prevent contamination of ground water, surface water, ambient and alteration of animals or birds.

“Dumpsite” means a land utilized by ULB for open dumping to dispose of untreated solid waste without following the principals of sanitary land filling.

“Leachate” means dark smelly liquid that seeps through or is generated within solid waste and has extracts of dissolved or suspended material from it.

“Processing” means any scientific process by which segregated solid waste is handled for the purpose of reuse, recycling or transformation into new products.

“Recycling” means the process of transforming segregated non-biodegradable recyclable solid waste into new material or product or as raw material for producing new products which in the form of pellets or fluff produced by drying, shredding and compacting of solid waste.

“Force Majeure” or “Force Majeure Event” means an act, event, condition or occurrence as specified in Article 5.

“Material Adverse Effect” means a material adverse effect on (a) the ability of the Bidder to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding

nature or enforceability of this Agreement.

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

"Service Fee" shall mean the fee payable by MCV to the Bidder during the Agreement Period.

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

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

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

"Non Performance" means if Bidder fails to provide the services continuously for seven days it will be treated as non-performance.

1.2. Interpretation

In this Agreement, unless the context otherwise requires,

- 1.2.1. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- 1.2.2. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or byelaws which have the force of law;
- 1.2.3. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- 1.2.4. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- 1.2.5. the words "include" and "including" are to be construed without limitation;
- 1.2.6. any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- 1.2.7. the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- 1.2.8. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- 1.2.9. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;

- 1.2.10. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
- 1.2.11. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;

Obligations of Bidder

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Bidder shall have the following obligations to be undertaken during the Contract Period:

2.1. Performance Security

- a) The Bidder shall, for due and punctual performance of its obligations relating to the Service contract, deliver to MCV, simultaneously with the execution of this Agreement, an irrevocable bank guarantee from a nationalized bank or scheduled bank acceptable to MCV, in the form as set forth in Schedule 1, ("Performance Security") for a sum of 5 % from each running bill.

The Performance Security shall be kept valid for the entire contract period and three months thereafter.

The Bidder shall carry out the following activities as set out in Article 2 hereto; MCV reserves the right to make changes (addition/Deletion) in the areas included in the package(s) awarded to the Bidder . The Bidder shall be responsible for execution of the project and all activities indicated herein.

Disposal of:

- Biodegradable (wetwaste).
- Non- biodegradable (dry-waste).

2.2. General Obligations

The Bidder shall:

- a. Procure all the Applicable Permits at its own cost and expenses and be in compliance thereof at all times during the period of this Agreement.
- b. Comply with Applicable Laws at all times during the period of this Agreement.
- c. Ensure that all aspects of the Service contract shall confirm to the laws pertaining to environment, health and safety aspects including Solid Waste Management Rules 2016, policies and guidelines related thereto;
- d. Shall at its cost and expenses obtain all necessary insurance cover of its employees including accidents, personal injury, damages to third party in case of accidental death/bodily injury, loss or damage to property and soon;
- e. Not to sub-contract any part or whole of its obligations.

PAYMENT TERMS

2.1. Payment-

Sr	Name of Work	Payment Terms
1	On Submission of detail work plan ,Mobilization of Man and Machinery at site	10% of the Agreement Value.
2	On Clearing of 20 % of Land Area	20 % of the Agreement Value
3	On Clearing of 30 % of Land Area	25% of the Agreement Value
4	On Clearing of 30 % of Land Area	15 % of Agreement Value
5	On Clearing of 20 % of Land Area	10 % of Contract Value
6	Development of Ecological Park as per RFP	10% of Contract Value
7	Operation and maintains of Park and Horticulture work	10 % of contract value on monthly basis (0.83 % per month)

- a. All applicable taxes as per Got of Odisha/Got of India /other state government if applicable will be deducted in the running bill of the operator.
- b. Payment to the Bidder s shall be made within 10th day after submission of bills.

FORCE MAJEURE

3.1. Force Majeure Event:

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

- a. earthquake, flood, inundation, landslide,
- b. fire caused by reasons not attributable to the Bidder or any of the employees of the Bidder for purposes of the Service contract; acts of terrorism, war, invasion, rebellion, riots, military action or civil war; If the
- c. Parties are rendered unable to perform any of their obligations under this Agreement because of a Force Majeure Event, save and except as expressly provided in the Agreement, neither Party hereto shall be liable in any manner whatsoever to the other Party arising out of occurrence or existence of any Force Majeure Event.



EVENTS OF DEFAULT AND TERMINATION

4.1. Events of Default

Event of Default means either Bidder Event of Default or MCV Event of Default or both as the context may admit or require.

a. Bidder Event of Default

Any of the following events shall constitute an event of default by the Bidder ("Bidder Event of Default") except where performance has been prevented by a Force Majeure Event.

- i. The Bidder fails to start the assigned responsibilities w.e.f.....
- ii. The Bidder is in breach of its obligations under this agreement and has failed to remedy the same within seven (7) days.
- iii. The Bidder voluntarily abandons from the service without intimation.

If the Executive Officer receives more than 3 complaints of non-performance from the reporting officer against the SUCEESFUL BIDDER engaged, then the Executive Officer reserves the right to terminate the agreement after due verifications, appropriate action may be taken by the Executive Officer for termination

- iv. The Bidder will be terminated forthwith if the audit objection on any financial anomalies for the SUCEESFUL BIDDER is received by the MCV
- v. Bidder shall submit an internal audit reports of their books of accounts to MCV duly certified by a Chartered Accountant every half yearly. If the internal audit reports are not submitted by the Bidder, their monthly payments will be held up for want of Audit Report.
- vi. Penalty of 2% of the average bidding amount of month shall be charged for non-performance for first time and subsequently penalty of 5% for non-performance next time and termination if the non-performance is repeated for the third time.

Any kind of financial irregularities will lead to the outright termination of the Bidder. The team constituted by the MCV for this purpose to investigate the matter and based on the report of the Committee, MCV will take action for termination and penalty accordingly

b. MCV Event of Default

Any of the following events shall constitute an event of default by the MCV ("MCV Event of Default"), unless caused by a Bidder Event of Default or a Force Majeure Event:

- i. The MCV has failed to make any payments due to the Bidder and more than 90 days have elapsed since such default.
- ii. The MCV has failed to adhere to any other performance obligations under the Agreement; and the same has not been remedied for more than 60 days of receipt of notice thereof issued by the Bidder.

AS

5.2. Penalties

In case of a Bidder Event of Default or non - performance of its obligations, the Bidder shall pay to the MCV penalty amounts as set out in Clause 6.1 (a).

5.3. Termination due to Event of Default

Termination for Bidder Event of Default Without prejudice to any other right or remedy which the MCV may have in respect thereof under this Agreement, upon the occurrence of a Bidder Event of Default, MCV may terminate this Agreement by issuing a termination notice setting out the underlying Event of Default and the termination date. The Bidder shall continue to perform its obligations under the Agreement till TerminationDate.

5.4. Termination Payments

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

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

5.5. Amicable Resolution

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

5.6. Arbitration

Any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other party to appoint its arbitrator. If within 30 days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take steps in accordance with Arbitration Act.

Pending the submission of and/or decision on a dispute, the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such arbitration award.

The place of arbitration shall ordinarily be Jajpur Odisha.

MISCELLANEOUS

6.1. Governing Law and Jurisdiction



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

6.2. Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

6.3. Intent and Effect

Each of the Parties hereto undertakes to fully and promptly observe and comply with the provisions of this Agreement.

6.4. Non-Waiver

No omission or delay on the part of any Party in requiring a due and punctual fulfilment by any other Party of its obligations hereunder shall constitute, or be deemed to constitute, a waiver of any of such Party's rights to require such due and punctual fulfilment and in any event shall not constitute or be construed as a continuing waiver and/or as a waiver of other or subsequent breaches of the same or other (similar or otherwise) obligations of such other Party hereunder or as a waiver of any remedy.

6.5. Binding Effect

Subject to the terms and conditions hereof, this Agreement is binding upon and shall ensure to the benefit of the Parties and their respective successors and permitted assigns.

6.6. Invalid Provisions

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future Law, and if the rights or obligations under this Agreement shall not be materially and adversely affected thereby, (a) such provision shall be fully severable; (b) this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

6.7. Additional Document

Each Party hereto shall promptly execute and deliver such additional documents and Agreements as are envisaged in this Agreement and any other Agreement or document as may be reasonably required for the purpose of implementing this Agreement, provided that no such document or Agreement shall be inconsistent with the spirit and intent of this Agreement.

6.8. Counterparts

This Agreement may be executed simultaneously in two counterparts, each of which shall

be deemed an original, but both of these shall together constitute one and the same instrument.

6.9. Notices

All notices, requests, demands and other communications made or given under the terms of this Agreement or in connection herewith shall be in writing and shall be either personally delivered, transmitted by postage prepaid registered mail (confirmed and writing by postage prepaid registered mail), and shall be addressed to the appropriate Party at the following address or to such other address or place as such Party may from time to time designate:



Covering Letter
(On the Letter-head of the Bidders)

Date:

To,
The Executive Officer,
Municipal Council Vyasaganar

Sub: Management of dumpsite in Vyasaganar

Ref: Your notification No. _____ dated _____

Sir/Madam,

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

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

Yours faithfully,

For and on behalf of (Name of Bidder)

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



Details of Bidder
(On the Letter Head of the Bidder)

1.
 - b) Name of Bidder
 - c) Address of the office(s)
 - d) Date of incorporation and/or commencement of Business/activities.
 - e) Date of Registration and year

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

3. Details of individual(s) who will serve as the point of contact / communication for MCV with the Bidder:
 - a) Name:
 - b) Designation :
 - c) SUCEESFUL BIDDERS/Society:
 - d) Address:
 - e) Telephone number:
 - f) E-mail address:
 - g) Fax number:
 - h) Mobile number:

4. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder
 - a) Name:
 - b) Designation :
 - c) SUCEESFUL BIDDERS/Society:
 - d) Address:
 - e) Telephone number:
 - f) E-mail address:
 - g) Fax number:
 - h) Mobile number:

**Format for Anti-Collusion
Certificate Anti-Collusion
Certificate2**

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

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

Dated thisDay of, 2020.

.....

(Name of the Bidder)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)



Implementation Plan

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

- (A) **Brief description of proposed variant of Bioremediation /Bio Mining for Technology treatment of Waste Solid Waste.**
- (B) **Equipment's Plant and Machinery, T&P required for the proposal being put up for Existing waste of Vyasnanagar.**
- (C) **Bidder may use all recover soil debris and other item where ever is required to the construct an ecological park, all the recycle item is remaining a property of bidder.**

Financial Proposal

Date:

To,
The Executive Officer
Municipal Council Vyasaganagar

Sub: Management of Existing dump site

Ref: Your Notification No. _____ dated _____

Having gone through this bid document and having fully understood the Scope of Work and Terms and Conditions as set out by MCV in the bid document for Management of Dumpsite, Constriction and Development of Park Municipal Council Vyasaganaras detailed in the RFP. We are pleased to inform that we would offer our financial proposal for Project Area.

Sl no	Item	Financial Offer	
		(Rs. in figures)	(Rs. in words)
A	Management of Existing Waste of 2.5 Acer landby Bio Mining/ Remediation Method		
B	Landscaping & Horticulture work in 2.5 acer		
C	Electrical , Pathway of min 6 ft vide work surrounding the Boundary wall in 2.5 Acer Land		
D	O &M Work Of park for 12 Month Including Horticulture work & other work		
Total Amount			

Note: The recyclables will be the property of the selected bidder and are required to be considered while quoting the processing cost. All taxes are inclusive except GST payment, GST will we paid to bidder as per government of India/Odisha rules.

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



Yours faithfully,

For and on behalf of (Name of Bidder)

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

CONTRACT AGREEMENT

This **AGREEMENT** entered into on this the Day of 2020,

BETWEEN

Municipal Council Vyasagaras "MCV" represented by its "Executive Officer" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns) having its office at -----, Vyas Nagar Jajpur Odisha; OF THE ONE PART

AND

....., (hereinafter referred to as "the Bidder" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns), OF THE OTHERPART

WHEREAS:

