



**REQUEST FOR PROPOSAL (RFP)  
FOR  
BIOMINING OF LEGACY WASTE LOCATED AT MARTAM LANDFILL,  
DISTRICT GANGTOK**

**RFP No.01/UDD/SBM(U)/23**

**Date: 13/01/2023**

**Issue of RFP Documents: 13<sup>th</sup> January 2023**

**Last date & time for submission of bids: 6<sup>th</sup> February 2023 by 1400 Hrs.**

**SWACHH BHARAT MISSION-URBAN  
URBAN DEVELOPMENT DEPARTMENT  
GOVERNMENT OF SIKKIM  
DISTRICT: GANGTOK  
PIN: 737101**

**Website: <https://sbmurbansikkim.nic.in/> <https://udhd.sikkim.gov.in>**

**Email: [pmusikkim@gmail.com](mailto:pmusikkim@gmail.com)**

## Table of Contents

Content	Page No.
<b>SECTION –I</b>	<b>4-8</b>
NOTICE INVITING REQUEST FOR PROPOSAL	4
DEFINITIONS	5
ABBREVIATIONS	6
SCHEDULE OF RFP PROCESS	7
DISCLAIMER	8
<b>SECTION-II</b>	<b>9-21</b>
INSTRUCTION TO BIDDERS	9
(A) General	9
1.1 Introduction	9
1.2 General Conditions	9-11
1.3 Financial Proposal	11
1.4 Bid Security	11
1.5 Minimum Technical and Financial Eligibility Criteria	12
1.6 Tender Capacity	12-13
1.7 Sub-Contractors Experience	13
1.8 General Condition on Qualification	13
1.9 Criteria for the Bidder or Consortium / Joint Venture (JV) / Group	13-14
1.10 Cost of Preparation of the Bid	14
1.11 Amendment of RFP Documents	14
1.12 Preparation of the Bid	14-16
1.13 Submission of the Bid	16-17
1.14 Interpretation of RFP Document	17-18
1.15 Responsibility for submitting the Bid	18
1.16 Amendment to RFP documents	18
1.17 Validity of Terms of the RFP	19
1.18 Enquiries and Clarifications	19
1.19 Corrupt Fraudulent Practices	19
(B) OPENING AND EVALUATION OF THE BIDS	19
2.1 Bid Opening	19-20
2.2 Correction of Errors	20
2.3 Evaluation of the Bids	20
2.4 Technical Bid Evaluation	20-21
2.5 Financial Bid Evaluation	21
(C) NOTOFICATION OF AWARD AND SIGNING OF AGREEMENT	21
<b>SECTION – III</b>	<b>22-40</b>
CONDITIONS OF CONTRACT	22
3.1 Conditions Precedent	22-23
3.2 Scope of Work	23-30
3.3 Performance Security	30-31
3.4 Contract Period	31
3.5 Project Site	31

3.6	Obligations of the Operator	31-33
3.7	Obligations of Urban Development Department	33
3.8	Terms of Payment	34-36
3.9	Sub-Contracting	36
3.10	Weighment System and Monitoring	36-37
3.11	Quality Control	37-38
3.12	Force Majeure	38
3.13	Termination	38-39
3.14	Disputes Resolution	39
3.15	Insurance	39
3.16	Miscellaneous	40-41

<b>SECTION – IV</b>	<b>42-73</b>
Annexure – 1: Covering Letter Format	42
Annexure – 2: Letter of Commitment Format	43
Annexure – 3: Description of the Bidder	44-45
Annexure – 4: Format of Power of Attorney for Signing of Bid	46
Annexure – 5: Power of Attorney for Lead Member of Consortium/ JV	47-48
Annexure – 6: Format for Anti-Collusion Certificate	49
Annexure – 7: Bank Guarantee for Security for Work	50
Annexure – 8: Format of the Earnest Money Deposit (EMD)	51
Annexure – 9: Project Experience	52-54
Annexure – 10: Annual Turnover Certificate	55
Annexure – 11: Concession / Contract Agreement for the Execution of Works	56-57
Annexure – 12: Initial Implementation & Operation Plan (IIOP)	58-61
Annexure – 13: Financial Bid Format	62-63
Annexure – 14: Format for Technical Experience	64
Annexure – 15: Statement of Legal Capacity	65
Annexure – 16: Joint Bidding Agreement	66-68
Annexure – 17: Waste Characterization	69
Annexure – 18: Insurance Requirements	70
Annexure – 19: Letter of Intent	71
Annexure – 20: Issue of Notice to Proceed with the Work	72
Annexure – 21: Format for Agreement with Cement Plant	73

## **SECTION - I**

**RFP No.01/UDD/SBM(U)/23**

**Date: 13<sup>th</sup> Jan 2023**

### **NOTICE INVITING REQUEST FOR PROPOSAL (RFP) FOR BIOMINING OF LEGACY WASTE**

Urban Development Department (UDD), Government of Sikkim, Gangtok, invites Request for Proposal (RFP) for Biomining of Legacy Waste at the Existing Martam Landfill, Dist. Gangtok.

The RFP is to be submitted in closed covers addressed to the Secretary, Urban Development Department (UDD), Government of Sikkim, District Gangtok, Pin-737101 on or before 1400 Hrs. Date:6<sup>th</sup> Feb 2023 through Speed Post/ Registered Post/ Courier/ or by Hand.

The complete RFP document can be downloaded from the Urban Development Department website (<https://udhd.sikkim.gov.in>) and Swachh Bharat Mission-Urban website (<https://sbmurbansikkim.nic.in>) from 12<sup>th</sup> January 2023 onwards.

UDD reserves the right to reject any or all the RFP without assigning any reason thereof.

**Sd/-  
Secretary  
Urban Development Department**

## DEFINITIONS

**“Associate”** Associate means, in relation to the Bidder/ Consortium or Joint Venture Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium or Joint Venture Member (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company, the power to direct the management and policies of such person by operation of law;

**“Approved Invoice”** shall mean the monthly invoice submitted by the Operator and duly approved by the UDD.

**“Approved Project Cost”** shall have the meaning as set forth in sub Article 3.8 of the RFP;

**“Bidder”** shall mean a proprietorship, single company or a consortium/ joint venture of a maximum of two legal entities each of which shall be incorporated under their respective jurisdiction including any amendment thereof and should have been in existence at least three years prior to the Bid Due Date;

**“Consortium”** shall mean the consortium consisting of M/s ....., and M/s ..... formed/acting pursuant to the Joint Bidding Agreement dated ..... entered into by them, for the purpose of submitting their proposal for undertaking the Project and the event of their being accepted by the Authority to implement the Project through Special Purpose Vehicle formed and registered by them at Gangtok/Sikkim in India; provided that in case of a Consortium, at least one member shall be incorporated in India;

**“Monsoon Period”** shall mean period of a calendar year in between 1<sup>st</sup> May to 30<sup>th</sup> September for Sikkim region;

**“Operator”** shall mean prime contractor who has been awarded the contract by the employer;

**“Person”** shall mean (unless otherwise specified or required by the context), Firm, Company, Corporation, Government, State or Agency of a State;

**“Project”** shall mean **Biomining of Legacy Waste at the Existing Martam Landfill, Gangtok;**

**“Project Area”** shall mean the geographical area of the Martam Landfill located in Gangtok District, Sikkim;

**“Request for Proposal (RFP) Document** shall mean all documents whether containing words, figures or drawings which are, before the delivery of the Bidder’s Bid and for the purposes of his tender, issued to him by or on behalf of the parent company/firm or embodied by reference in such delivered documents or specified therein as being available for inspection by the Bidder;

**“Successful Bidder”** shall mean the single entity or Consortium or JV quoting the lowest quote to process per MT of legacy waste; he may be also referred to as the operator, Concessionaire, Agency or contractor.

**“Turnover”** shall mean the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year;

**“Authority”** shall mean the Secretary to the Government of Sikkim, UDD or any subordinate authority duly delegated by him, whether from UDD or GMC or any other statutory authority and shall also mean officials, employer, owner, herein after referred.

## ABBREVIATIONS

<b>Sl. No.</b>	<b>Abbreviation</b>	<b>Expansion</b>
1.	UDD	Urban Development Department
2.	SBM(U)	Swachh Bharat Mission (Urban)
3.	CPCB	Central Pollution Control Board
4.	SPCB	Sikkim State Pollution Control Board
5.	EMD	Earnest Money Deposit
6.	GPS	Global Positioning System
7.	IIOB	Initial Implementation & Operation Plan
8.	JV	Joint Venture
9.	LW	Legacy Waste
10.	MoEF	The Ministry of Environment & Forest
11.	MoU	Memorandum of Understanding
12.	MSW	Municipal Solid Waste
13.	MT	Metric Ton
14.	NABET	National Accreditation Board for Testing and Calibration Laboratories
15.	RDF	Refuse Derived Fuel
16.	RFP	Request for Proposal
17.	SLF	Sanitary Land Fill
18.	SPV	Special Purpose Vehicle
19.	SW	Solid Waste
20.	GMC	Gangtok Municipal Corporation

## SCHEDULE OF RFP PROCESS

UDD would endeavour to adhere to the following schedule from the date of issue of notification during the Process:

Events	Date
Uploading RFP Document on UDD Website ( <a href="https://udhd.sikkim.gov.in">https://udhd.sikkim.gov.in</a> )and SBM(U) Website( <a href="https://sbmurbansikkim.nic.in">https://sbmurbansikkim.nic.in</a> )	13 <sup>th</sup> January 2023
Last date for receiving queries through E-mail ID only: <b>pmusikkim@gmail.com</b>	25 <sup>th</sup> January 2023
Pre-bid Meeting	28 <sup>th</sup> Jan 2023
Issue of Clarifications	30 <sup>th</sup> Jan 2023
Last Date for Submission of Bids	<b>6<sup>th</sup> Feb 2023 up to 1400 Hrs</b>
Opening of Technical Bids	6 <sup>th</sup> Feb 2023 at <b>1430 Hrs</b> at the Head Office, Urban Development Department, Govt. of Sikkim, Gangtok– 737101
Declaration of Result/ Opening of Financial bid	To be intimated later
Address for communication	<b>The Secretary Urban Development Department Government of Sikkim District-Gangtok Pin-737101</b>

- 1) 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.
- 2) The Schedule indicated above is tentative and UDD may change any or the entire schedule under intimation to all bidders through the UDD Website – <https://udhd.sikkim.nic.in> and of SBM(U) website <https://sbmurbansikkim.nic.in>
- 3) Any Corrigendum / Addendum with regard to this RFP will only be published through the website of UDD <https://sbmurbansikkim.nic.in> and of SBM(U) Website – <https://udhd.sikkim.nic.in>

**Sd/-  
Secretary  
Urban Development Department**

## DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Urban Development Department (UDD) or any of their 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 UDD 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 preparing their bids (the "Bid") including all the necessary submissions and the Financial Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the UDD 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 UDD, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder shall, therefore, conduct its own investigations and analysis and shall 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 depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and shall not be regarded as a complete or authoritative statement of law.

The UDD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

The UDD 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 UDD 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 UDD is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the UDD 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 UDD or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the UDD 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.



**SECTION – II**  
**INSTRUCTION TO BIDDERS**

**(A) GENERAL**

**1.1 Introduction**

Urban Development Department is the administrative Department under Government of Sikkim. Presently solid waste from the urban areas of Gangtok District & Pakyong Districts as well as nearby rural areas are being dumped at the treatment facility at Martam Landfill.

The total area of the treatment facility is 4.00 hectare (approx.) and around 100 MTPD of Waste is being brought for treatment to the facility.

UDD invites responsive bids for Selection of an Agency for Design, Build, Own and Operate of Biomining process of existing Legacy Waste at Martam Landfill, within jurisdiction of the UDD. The salient details of the said landfill are as below:

- a. Size of land: 4.00 hectare
- b. Estimated quantity of waste already collected at landfill: 1,50,000 Ton (+/- 25%)
- c. The detail regarding Waste Characterization, quantity and/or volume is only indicative as given in the Annexure 17. This is for Bidders reference only; all bidders shall have to make their own study to confirm to the data given in this RFP before submitting their bids.

UDD wants to hire Management operator for Biomining of legacy waste located at the Martam Landfill by a competitive bid process. The Operator is expected to install plant and machinery of required capacity for biomining of the existing legacy solid waste and subsequently reclaim the land as per MSW Rules 2016, CPCB 2019 guidelines and other applicable rules and regulations. Broadly, the Project involves the treatment of the unprocessed legacy mixed waste, but is not limited to excavating compacted mixed solid waste which underwent biological degradation, by using suitable Mechanical Sieving Machine (trommels/ballistic separators/ fans/ belts etc) or any other equipment and treatment of the legacy waste by segregating, sorting, recycling, composting, selling, storing, and disposal of the materials to reclaim the land (SLF Land).

**1.2 General Conditions**

- a) The bidding process consists of a Request for Proposal with two envelopes from prospective bidders.
- b) Though adequate care has been taken in the preparation of this RFP Document, the Bidder shall satisfy himself that the Document is complete in all respects. Intimation of discrepancy, if any, shall be given to the UDD immediately. If no intimation is received by this office, it shall be deemed that the Bidder is satisfied that the RFP Document is complete in all respects.
- c) Neither UDD, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP Document and it is not possible for UDD to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Certain prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidder shall conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

- d) Neither UDD nor their employees or consultants shall have any liability to any prospective Bidders or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Project, the information and any other information supplied by or on behalf of UDD or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
- e) UDD reserves the right to reject any or all of the Bids submitted in response to this RFP Document at any stage without assigning any reasons whatsoever.
- f) UDD reserves the right to change any or all of the provisions of this RFP Document. Such changes would be intimated through Corrigendum/Addendum. Any Corrigendum/Addendum issued shall be part of the Bidding Document and shall be available on the UDD Website – <https://udhd.sikkim.nic.in> and of SBM(U) website <https://sbmurbansikkim.nic.in>
- g) Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
- h) For a Bid submitted by Group/Joint Venture/Consortium, the RFP shall contain signed letters submitted by each of the Members, stating that the entire RFP has been examined and each key element of the RFP is agreed to.
- i) The Bid shall contain a copy of the Memorandum of Understanding / JV Agreement entered in to between the Members of the Group/Consortium/Joint Venture, for Bidders in the RFP. In the absence of such a document the RFP would be considered and evaluated as one from an individual company alone, submitting the Bid. The documents shall clearly laydown the role that would be carried out by the Lead Bidder and Other Members along with the share of liabilities towards the successful performance of obligations laid down in this document.
- j) In case a Joint venture/ Consortium / Group is selected as the Successful Bidders, the Lead Bidders shall continue to remain the representative of the Joint venture/ Consortium / Group and shall be responsible to UDD and for the fulfilment of all contractual obligations laid in this RFP document.
- k) All communication and information provided shall be legible, and wherever the information is given in figures, the same shall also be mentioned in words. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- l) The RFPs shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP Document, UDD reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- m) No Promoter/Bidder can propose to be a member of more than one Bidder for submission of the RFP for the Project. A single entity cannot propose to be member of more than one Bidder.
- n) The Bidders/Lead Bidders shall designate one person (“Contact Person” and “Authorized Representative and Signatory”) authorized to represent the Bidders/Lead Bidders in its dealings with UDD. This designated person shall hold the Power of Attorney as per the format mentioned in Annexure-4 and be authorized to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders etc. The Covering Letter submitted by the Bidders shall be signed by the Authorized Signatory and shall bear the stamp of the entity thereof.

- o) The RFP (and any additional information requested subsequently) shall bear the initials of the Authorized Signatory and stamp of the entity thereof on each page of the RFP in case it is an Individual/ Joint venture/ Consortium / Group of bidders.
- p) Mere submission of information does not entitle the Bidders to meet an eligibility criterion. UDD reserves the right to vet and verify any information submitted by the Bidders.

### **1.3 Financial Proposal**

- 1. The Financial Proposal offered by the Bidders shall be opened for acceptance for a period of 180 days, from the Proposal Submission due date. No upward revision in the price shall be allowed during the above period and after communication of the acceptance of the proposal during the validity period.
- 2. The Bidders are requested to quote the processing charges per Unit excluding applicable taxes in Format given in Annexure -13 Financial Bid Format.
- 3. The price shall be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the order.
- 4. All the rates given in the Financial Proposal shall be expressed both in words and in figures. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

### **1.4 Bid Security**

- a. The Bidders shall furnish as part of its Bid, a Earnest Money Deposit EMD/Bid Security of Rs.5,00,000/- Lakhs (Five Lakhs Only) (In Envelope A) in the form of a Demand Draft from any Scheduled/Nationalized Bank or State Bank of Sikkim having a validity period of not less than 180 (One Hundred Eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time. Format given at Annexure 8.
- b. UDD shall reserve the right to forfeit the Bid Security (by encashing the Demand Draft) under the following circumstances:
  - i. If the Bidder withdraws his RFP at any time during the stipulated period of RFP validity or as may be extended.
  - ii. If the Bidder, for the period of RFP validity:
    - Commits a breach of any of the terms and/or conditions contained in the RFP Document and/ or subsequent communication from UDD in this regard.
    - Refuses to accept the Letter of Intent (LOI).
- c. In the event that any Bidder is not found to be technically and financially qualified or found to be Technically Non-Responsive, then the Bid Security of such Bidder shall be refunded.
- d. The Bid Security of the unsuccessful Bidders (after opening of Envelope B) shall be refunded.
- e. The Bid Security of the Successful Shortlisted Bidder shall be required to be maintained till the signing of the Contact Agreement and submission of the Performance Guarantee and shall be returned to the Successful Bidders within 30 (thirty) working days from the date of signing of the Contract Agreement and submission of the Performance Guarantee.

### 1.5 Minimum Technical and Financial Eligibility Criteria

- a. Any Bidder or Member of the Consortium who has been barred / disqualified / Blacklisted by any State or Central Government Authority from participating in the Government tenders is not eligible to participate in the tender process, either individually or as member of a JV/Consortium.
- b. The Bidder shall have Aggregate turnover of at least Rs 5,00,00,000 (Rupees Five Crores Only) during the last three financial years. The financial capacity of the consortium/ JV members shall be considered jointly.
- c. Should have successfully handled three similar projects during preceding three financial years prior to the due date of this Bid submission, projects relating to:  
The work of Scientific Landfill Reclamation/Bio-mining Scientific Landfill Land Reclamation through Bio-mining, Resource Recovery and Scientific Rejects Disposal.
- d. Out of Three similar legacy waste projects at least one project should be done for Municipal Corporation having population more than one lakh.
- e. Eligible bidder should have prior experience of scientific land reclamation using biomining of at least 60,000 Ton of legacy waste cumulative quantity in preceding three years prior to the due date of Bid submission.
- f. Eligible Bidder should have RDF/Plastic disposal certificate in waste to energy or Cement plant for co processing from any of the municipal councils on behalf of any plastic disposal agency (or) should have tie up with Cement plant or waste to Energy plant for RDF/Plastic disposal for co-processing.

### 1.6 Tender Capacity

Applicants who meet the minimum qualification criteria will be qualified only if their available tender capacity at the expected time of tendering is more than the total indicative estimated cost of the works which is approximately Rs. 10.00 Crores (Ten Crore Only) for processing exclusive of the cost of transportation and disposal of RDF/Good earth etc. The available tender capacity will be calculated as under:

Assessed Available Tender Capacity =  $(A*N*2-B)$ , where

A = Maximum value of works related to processing of solid waste/biomining of legacy waste at Landfills/city compost plants executed in any one financial year during the last five years (updated to current price level). The rate of inflation may be taken as 10% per year (escalation factor) which will take into account the completed as well as works in progress;

B = Value at current price level of the existing commitments and on-going works related to processing of solid waste/biomining of legacy waste at Landfills/city compost plants to be completed during the next 365 days (one year) (period of completion of works for which tenders are invited); and

N = Number of years (1) prescribed for completion of the works for which the tenders are invited. (Twelve (12) months including monsoon period.)

The statement showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the concerned Government or Municipal Authority.

**Note:** In case of a joint venture if permissible as per the RFP, the available tender capacity will be summation of the individual capacity of each partner.

### **1.7 Sub-Contractors Experience**

Sub-contractors experience and resources shall not be taken into account in determining the Tenderers compliance with the qualifying criteria.

### **1.8 General Condition on Qualification**

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

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, judicial conviction, and blacklisting by any Govt./Govt. Agency etc.

### **1.9 Criteria for the Bidder or Consortium / Joint Venture (JV) / Group**

- a) A maximum of 2 (two) members shall be allowed in a JV/ consortium. The Lead member shall hold an equity shareholding of not less than 51 % (fifty one percent) of Paid -Up Equity of the SPV throughout the Contract Period. In case, the Bid was submitted by a Joint Venture/Consortium no new Members shall be allowed to participate in the Bid post submission.
- b) Successful Bidder or Joint Venture shall form an appropriate Partnership or Company or an appropriate Special Purpose Vehicle (SPV), incorporated under the Indian Companies Act within one month from the issuance of the Letter of Intent (LOI).
- c) Each Bidder shall submit only one RFP either by itself or as a member of joint venture. Further, a company participating in the joint venture shall not submit another proposal separately in its own name. The Bidder who submits or participates in more than one proposal shall summarily be rejected in all the proposals.
- d) In any registered Joint Venture, the share of the Lead Member shall be the highest. All the members of JV shall be legally liable, jointly and severally, during the RFP process and for the execution of contract in accordance with the contract term. RFPs submitted by a joint venture of all firms as members shall comply with the following requirements.
  - I. The proposal shall include all the information regarding J.V. or all J.V. members in a form specified at Annexure-5.
  - II. The proposal and, in case of a successful proposal, the Agreement, shall be signed so as to be legally binding on all members.
  - III. Power of Attorney for signing of the Bid as per the format provided in Annexure-4.
  - IV. One of the members shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the JV members as per the format provided in Annexure - 5.
  - V. The member in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all JV members and the entire execution of the contract shall be done exclusively by the member in charge.
  - VI. All JV members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the Agreement (in case of successful RFP).

- VII. The joint venture agreement shall indicate precisely the shareholding of each of the JV in respect of work execution, and financing of the contract as per the format provided in Annexure-16.
- e) However, it is optional for successful Bidder or joint venture to form Special Purpose Vehicle (SPV) incorporated under the Indian Companies Act. In case successful bidder does not want to form SPV, then the Joint Venture (JV) can continue to execute the contract as it is. In any case, the SPV or JV has to be registered in Gangtok.

#### **1.10 Cost of Preparation of the Bid**

- I. The Bidders shall bear all the costs associated with the preparation and submission of the proposals, and the UDD shall in no case be responsible or liable for those costs. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The UDD will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- II. The tender paper cost is Rs.15,000/- (Rupees Fifteen Thousand only) including of GST, which is non-refundable and shall be paid through Demand Draft in favor of the Secretary, Urban Development Department (UDD), Govt. of Sikkim, Gangtok payable at Gangtok. MSME shall have to submit the tender paper cost.

#### **1.11 Amendment of RFP Documents**

At any time after the issue of the RFP documents and before the proposal submission due date, UDD may make any changes, modifications or amendments to the RFP documents and shall upload on the UDD web portal. The RFP shall be furnished taking into account the addendum/amendments, if any, issued as mentioned above and any failure in doing so shall lead to consequences including rejection of proposals.

#### **1.12 Preparation of the Bid**

- 1.12.1 All documents relating to the RFP shall be in the language English specified in the General Conditions of Contract.
- 1.12.2 Each page of the Bid Document shall be initialled by the Authorized Representative/ Signatory (as defined in Section Three), of the Consortium/ Joint venture/ Group.
- 1.12.3 The Technical Bid (Envelope A) submitted by the Bidders shall comprise of the following:
- a) Along with submitting the Bid, the Bidder shall pay to the UDD a non-refundable sum of Rs.15000/- (Rupees Fifteen Thousand only) including of GST as the cost of the RFP document. The cost is to be paid in the form of a Demand Draft issued by one of the Nationalized/Scheduled Banks in India in favour of "Secretary, Urban Development Department (UDD), Govt. of Sikkim, Gangtok" drawn in a Scheduled Bank, payable at payable at Gangtok. RFPs of Bidders(s), who fail to furnish the above Bid process fee, shall be rejected as non-responsive.
- b) Work Completion Certificates of listed jobs from Auditor/Client clearly stating that Bidder or JV Member whose technical experience is being claimed (in case of JV) was the technical member in the project completed during the period for which experience is being claimed as per Technical Bid Evaluation Clause 2.4. If the Bidder is a foreign entity, such a Certificate has to be legalized by the Indian Embassy.
- c) List of Equipment proposed to carry out the contract (refer Clause 2.4).

- d) Qualifications and experience of key site management and technical personnel proposed for the Contract.
- e) Statutory Auditor/ Chartered Accountant's Certificate/s establishing that the Bidder or JV Members has achieved total turnover which is being claimed as per the Technical Bid Evaluation Clause 2.4.
- f) Net Worth Certificate/s from Statutory Auditor/Chartered Accountant's justifying basis of calculation (refer Clause 1.5).
- g) The RFP duly self-attested on all pages including Annexures, corrigendum/addendum/clarifications.
- h) Covering letter as per Annexure-1
- i) Letter of Commitment as per Annexure-2
- j) Description of the Bidder as per Annexure-3 (separate form for every member in case of JV/consortium)
- k) Power of attorney for the signing of the Bid as per the Annexure-4
- l) Power of attorney issued by all the JV/consortium members for the lead member (applicable in case of bidder is a JV/consortium) as per Annexure-5
- m) Anti-Collusion Certificate as per Annexure-6 (Separate Certificate from every member in case of JV/Consortium)
- n) Bid Security (EMD) as per the format mentioned in Annexure -8;
- o) Project Experience as per Annexure-9
- p) Annual Turnover Certificate duly attested by Statutory Auditor/Chartered Accountant as per Annexure-10
- q) Initial Implementation & Operation Plan (IIOP) as per Annexure-12
- r) Format for Technical Experience as per Annexure-14
- s) Statement of Legal Capacity as per Annexure-15
- t) The Memorandum of Understanding / JV Agreement in case of bidder is a Joint venture/consortium as per Annexure-16.
- u) All Annexures duly filled, signed and stamped by authorized person.
- v) Proposals for subcontracting components of the works amounting to more than 20 percent of the Bid Price (for each, the qualifications and experience of the identified sub-contractor in the relevant field should be annexed (Annexure-9)

1.12.4 The Financial Bid (Envelope B) submitted by the Bidders shall contain the schedule of rates and quantities duly filled. Please note that

- a) The successful bidder shall be for rendering service of Bio-mining of Legacy Waste available in Martam Landfill as per Annexure-13.
- b) The prospective bidder shall include all duties, taxes, other levies or any other charges payable by the Operator under the Contract or for any other cause in the quoted financial bid shall be after taking into consideration all the terms and conditions stated in the RFP, bidders' own estimates of costs and revenues and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project. GST shall be extra as per GST Laws in addition to agreed Tipping Fee.
- c) The prices, cost stated in the RFP shall be in Indian Currency only.

#### 1.12.5 Bid Security/ Earnest Money Deposit (EMD) (In Envelope A)

- a) Bidders are required to submit a Bid Security in favour of Secretary, Urban Development Department, payable at par at Gangtok for an amount as mentioned in clause 1.4 in the form of a Demand Draft, failing which the RFP shall be rejected as nonresponsive.
- b) The Bid Security / EMD of the unsuccessful Bidders shall be returned within 30 working days from the date of award of the contract to the Successful Bidder. Bidders, under any circumstances, shall not be entitled to claim or receive interest/penalty/damages from the UDD on account of the Document Fee/EMD/Bid Security required to be submitted under this RFP and the contract.
- c) No claim/dispute in this regard shall be received or accepted. The above EMD amount shall be held by the UDD till it is returned and the Bidders shall not be entitled to any interest thereof.
- d) RFPs of Bidders(s), who fail to furnish the above Bid Security, shall be rejected by UDD as non-responsive.

#### 1.13 Submission of the Bid

The Bidders shall be advised to fill in the RFP documents by observing the following:

- I. Before filling in the RFP documents Bidders are requested to go through all terms and conditions to be fulfilled and the steps to be followed in preparation and submission of the proposal.
- II. The Bidders are requested to sign and put the official seal of the company on the last page of every Annexure.
- III. The Bid must be submitted in the RFP form / Annexures of this RFP and shall be free from erasures. Any Bid containing unauthenticated corrections or alterations shall be rejected.
- IV. The Financial Bid must be typed. Rate presented on any other sheet of the paper, covering letter etc. shall not be considered. All the columns must be filled in carefully.
- V. The Bidders are informed that they shall strike off or write 'NIL' on each blank sheet of items, which are not applicable for them
- VI. The Bidders are requested to fill the RFP carefully after noting the items and specifications, quantity mentioned for each article in the schedule. They are informed that no variation in rates shall be allowed on any ground such as clerical mistake or misunderstanding etc. after proposal has been submitted.
- VII. **Signing of the Bid:**
  - a) If the Bid is made by an individual, it shall be signed by him with his full name and current address.
  - b) If the Bid is made by a proprietary firm it shall be signed by the proprietor with his name and the name of his firm with its current address.
  - c) If the Bid is made by firm in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner holding the Power of Attorney for the firm for signing the RFP. In this case, a certified copy of the Power of Attorney shall be submitted. A certified copy of the partnership deed shall also be submitted.
  - d) If the Bid is made by a limited company or a limited corporation or Joint Venture, it shall be signed by a duly authorized person holding the Power of Attorney for signing the RFP in which case a certified copy of the Power of Attorney shall be submitted.



- e) If the Bid is made by a co-operative society or any charitable institute or any other sanstha, it shall be signed by a duly authorized person and copy of resolution and the Registration certificate shall be submitted.
  - f) If the person signing the proposal is other than the individual or the Proprietor, then proposal shall be submitted with a certificate copy of Power of Attorney authorizing the signatory.
- VIII. Each Bidder shall submit only one bid. The bid is not transferable. The RFP is to be read carefully for following the directions, terms and conditions of the contract and sign the form of RFP, annexures, specifications and bill of quantities and rates etc. after making appropriate entries wherever necessary. All entries shall be in clear writing or typed and legible. Any corrections made in the bids must be attested by the authorized signatory. Bids containing erasures or alterations unattested or written in illegible form are liable to be rejected.
- IX. All Bids shall be submitted by hand/speed post/courier only within the stipulated due date & time mentioned in the RFP/addendum/corrigendum issued by UDD. Any postal delay in delivery of the bid will not be entertained. The bids must be the entire proposal document, completely filled in and initialled by authorized signatory prior to time & date mentioned in the RFP. The bids received after the stipulated time and date shall not be considered. Bid submissions via Telegraph / FAX/ e-Mail shall not be accepted under any circumstances. If due to any reason the bid submission date is declared as a holiday by the Government, the bidders can submit the bid on the immediate next working day on or before 1300 Hrs. In such case opening of Technical Bid shall be done the next day and time will be at 1400 Hrs. as mentioned in the schedule.
- X. Every Envelope shall be addressed to:  
The Secretary,  
Urban Development Department  
Government of Sikkim  
District - Gangtok  
PIN-737101
- XI. Every Envelop shall have name of the project and the Bidder/Lead member's name mentioned. Envelops should be sealed properly. Any open envelop can lead to rejection/disqualification of the Bid.
- XII. For any query/clarification, please contact or mail:  
Mission Director, SBM(U)  
Urban Development Department  
Email ID: [pmusikkim@gmail.com](mailto:pmusikkim@gmail.com)

#### **1.14 Interpretation of RFP Document**

- a) The Bidders shall examine the RFP document and acquaint themselves with all conditions and matters affecting the cost of the supply. If any Bidder finds discrepancies or omissions in the document or if any doubt about their meaning, he shall immediately address a query to the office of Mission Director, SBM(U), Urban Development Department prior to the submission of bidding.

- b) There will be no physical pre-bid meeting. Bidders are requested to send their queries if any electronically to the email id: [pmusikkim@gmail.com](mailto:pmusikkim@gmail.com) on or before 6<sup>th</sup> Feb 2023, failing which no query shall be entertained by UDD.
- a) Any resulting interpretation/addendum and or modification of the RFP document shall be published on the official website of UDD <https://udhd.sikkim.gov.in> and SBM(U) website <https://sbmurbansikkim.nic.in> for prospective Bidders as an addendum/corrigendum/clarification. Bidders are requested to check the website regularly for update. Oral clarification obtained from any source shall not be binding on UDD.
- c) No Bidder shall amend the text of any document except as may be necessary to comply with any addendum.
- d) Addendum issued by the authority as above shall be final and binding to all bidders and shall deemed to be a part of the RFP.

### **1.15 Responsibility for submitting the Bid**

- a) The responsibility to produce original and authenticated documents in respect of documents submitted rests with the Bidder. If any document is found to be forged, bogus etc. the Bid shall be rejected and the EMD shall be forfeited. Any contract entered into under such conditions shall be liable to be terminated at any time during its currency and in addition for further penal action like criminal prosecution, blacklisting against the said Bidders and / or the partners.
- b) If the certificates issued by any state Authority are in a language other than English, Hindi or any other language, then translated copy in one of the languages mentioned above, duly certified by the official translator, shall have to be submitted, along with a copy of the original certificate.
- c) The Bidders shall familiarize themselves with the site conditions, and also carry out necessary site visits, surveys, studies / testing, analysis of the existing SW with due diligence at their own cost prior to the RFP. Bidders shall be allowed to take bores at site to ascertain density at different levels and to carry out analysis of strata. All the data/information/maps provided in the RFP are indicative only. The Operator shall not bring any dispute regarding any data provided in the RFP, variation in quantity and characteristics of SW as he is expected to do his own studies.
- d) Documentary evidence shall be provided for technical evaluation and all documents & technical proposal submitted shall be part of contract. The same plan shall be adhered for implementation. No change in the plan is allowed without the approval of UDD.
- e) All the plant design, equipment submitted in technical proposal shall be reflected in the financial proposal. If any discrepancy is observed in the financial proposal with rate analysis and is not justified satisfactorily by the Bidder, the RFP shall be rejected.

### **1.16 Amendment to RFP documents**

- b) Before the proposal submission due date, UDD may modify any RFP condition included in the RFP document and issue addendum / corrigendum / clarification or revised RFP by publishing on the official website of UDD <https://udhd.sikkim.gov.in> and SBM(U) website <https://sbmurbansikkim.nic.in>
- c) Such addendum/corrigendum/clarification so issued shall form part of the RFP documents. All Bidders shall initial such addendum / corrigendum / clarification and submit in Envelope 'A'.

- d) With a view to give sufficient time to the Prospective Bidders to consider any such addendum / corrigendum / clarification, UDD may, if considered necessary, extend the due date of submission of the proposal and accordingly re-schedule further activities.

### **1.17 Validity of Terms of the RFP**

Each bid shall indicate that it is a firm and irrevocable offer and shall remain valid and open for a period of not less than 180 days from the last date for submission of the RFP. Nonadherence to this requirement may be a ground for declaring the RFP as non-responsive. However, UDD may solicit the Shortlisted Bidder's consent for extension of the period of validity. Such a request may strictly be made in writing and it would be solely at the Discretion of the Bidders to accept such extensions.

### **1.18 Enquiries and Clarifications**

Enquiries/clarifications, if any, should be addressed to below mention designated Authorized Persons before the date indicate in the RFP Process table:

Mission Director, SBM(U)  
Urban Development Department  
Government of Sikkim  
District Gangtok  
PIN-737101  
Email ID: [pmusikkim@gmail.com](mailto:pmusikkim@gmail.com)

UDD shall aggregate all such enquiries/ clarifications, without specifying the source of enquiries/clarifications, and shall prepare responses. Responses of enquiries/clarifications along with any corrigendum, if any shall be uploaded after the pre-bid meeting on the official website of UDD <https://udhd.sikkim.gov.in> and SBM(U) website <https://sbmurbansikkim.nic.in>

### **1.19 Corrupt Fraudulent Practices**

The Bidders shall observe highest standard of ethics during the bidding process and execution of the project.

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or execution of a contract which is detrimental to the UDD and includes collusive practice among the Bidders during selection process, designed to establish prices at artificial, non-competitive levels and to deprive the UDD of the benefits of free and open competition.
- c) The UDD shall reject a proposal for award if it determines that the Bidders recommended forward has engaged in corrupt or fraudulent practices in competing for the contract in question.

## **(B) OPENING AND EVALUATION OF THE BIDS**

### **2.1 Bid Opening**

- a) The Bids shall be opened at the specified time in the presence of the attending Bidders.
- b) To assist in the scrutiny, evaluation and comparison of proposals, UDD may, at their discretion, request clarifications on the bids submitted from the Bidders.

- c) Notwithstanding any Terms and Conditions stipulated in the RFP documents, UDD reserves the right to accept or reject in part or whole any, or all the bids received at any time prior to the award of the Contract, without thereby incurring any liability to the affected Bidder or Bidders' or any obligation to inform the affected Bidders or Bidders of the grounds for the UDD's action.

## 2.2 Correction of Errors

- a) The bids determined to be substantially responsive shall be checked by UDD for any arithmetic errors and wherever there is a discrepancy between the amounts in figures and in words, the amount presented in words shall be considered.
- b) The amount stated in the bid shall be adjusted by UDD in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidders, shall be considered as binding upon the Bidders. If the Bidder does not accept the corrected amount, the bid shall be rejected, and the Bid Security may be forfeited.

## 2.3 Evaluation of the Bids

The evaluation of the bid shall be carried out by UDD Evaluation Committee as detailed below.

- i. Stage I: The bids shall be evaluated for responsiveness as per sub-Articles 1.12 and 2.4 of this RFP documents.
- ii. Stage II: The responsive bids shall be evaluated on the basis of their Technical Proposal. All responsive bids scoring a minimum of 60 marks shall be eligible for the financial bid opening.
- iii. Stage III: The bidder with lowest quote shall be declared the successful bidder or L1.

## 2.4 Technical Bid Evaluation

SL. No.	Criteria	Total Point
<b>A</b>	<b>Total Experience since the Inception of firm. In the case of JV, exp. of the JV partner which have max. exp. will be undertake (in years)</b>	
1	More than 3 years	20
2	1 to 2 years	10
<b>B</b>	<b>Financial Turnover- any of the JV partner in the case of JV</b>	
1	Average aggregate turnover of last three years more than INR 10.00 Cr. and above	20
2	Average turnover of last three years between 7.00 to ≤ 10 crores.	15
3	Average turnover of last three years between 5.00 to ≤ 7 Cr.	12
<b>C</b>	<b>Experience in Similar Assignments in last 5 years</b>	
1	Experience of 4 or more than 4 Projects	20
2	Experience of 3 Projects	15
3	Experience of 2 Projects	12
<b>D</b>	<b>Approach &amp; Methodology, work plan and Technical Presentation through IOP (Annexure-12)</b>	<b>40</b>

The bidders who score a minimum of 60 and above shall be deemed qualified for financial bid opening. The Project Manager shall deliver the power point presentation before the Tender Evaluation Committee on schedule date and time notified by UDD.

**Note:** Bidders should have following minimum process and equipment facility for operation to PASS the Technical Evaluation stage. Non-possession of minimum process and equipment shall be a criteria to FAIL in the Technical Evaluation stage. Proof of ownership certificate of machinery to be provided by a Chartered Accountant along with proposal. In case bidders wanting to hire, lease deed shall be submitted along with proposal.

1. One line – Minimum single Trommel set with 3 screeners and ballistic/Magnetic separator followed by manual sorting as required– Minimum 1000 MTPD capacity.
2. Any other machines (earthmovers/ generators etc) as required for Biomining, Treatment and Disposal of Legacy Waste.

## **2.5 Financial Bid Evaluation**

The Financial Bids of only technically qualified bidders shall be opened. The Financial Bid shall be exclusive of GST. The financial bids shall be arranged in ascending order. The Lowest bid shall be L1 and subsequently L2, L3 and so on. The technically qualified bidder with the lowest financial quote shall be the selected or the Successful Bidder or L1.

### **(C) NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- a) The Bidder whose bid has been accepted shall be notified of the award by UDD prior to expiration of the RFP validity period by issuing LOI. This LOI (hereinafter and in the Conditions of Contract called the “Letter of Intent”) shall state the same that the UDD shall pay in consideration of rendering the service by the Bidders as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- b) The LOI shall constitute the formation of the Contract, subject to the Bidders acceptance to the LOI within 7 working days from the date of the LOI issuance and furnishing the Performance Security as per the format mentioned in Annexure - 7 within 15 working days form the date of the LOI and signing the Contract Agreement as per Annexure-11 within 15 working days form the date of the LOI.
- c) The Bidders shall have to enter into an agreement with UDD within 15 (thirty) working days from the date of LOI.
- d) Upon the furnishing by the successful Bidders, the acceptance of the LOI and Performance Security, the UDD shall promptly notify the other Bidders that their Bids have been unsuccessful and return their respective bid security except the bid security of the successful bidder.

## SECTION – III CONDITIONS OF CONTRACT

### 3.1 Conditions Precedent

1. Conditions Precedent of UDD:
  - a. Urban Development Department (UDD) shall handover the Landfill free from any encumbrance to the Operator in terms of processing the legacy waste to recover, recycle and convert into useful end products with zero residue/ inert waste.
  - b. UDD shall identify land for disposal of heavy inert fraction such as sand and gravel etc. within the site (less than 500 mts.) the quantum of such fraction shall be less than 10% of the total waste.

**Note:** No SLF shall be allowed for disposal of any type of other waste.

2. Conditions Precedent of the Successful Bidder/Operator:
  - a. Successful Bidder shall give written Acceptance on LOI issued by UDD to the successful bidder within 7 working days from the date of LOI.
  - b. Successful bidder shall submit Performance Guarantee and sign the Contract Agreement within 15 days from the date of LOI.
  - c. Within 15 days from the date of LOI, Successful Bidder shall undertake a detailed survey to quantify the existing legacy waste, physico-chemical characteristics of the legacy waste as well as to fix the baseline environmental conditions (water, soil, air etc.) at the dump site. This will become a part of the Work Plan to be submitted to UDD for approval.
  - d. The Operator shall within 15 (fifteen) days from the date of signing of the Agreement satisfy the following conditions precedent:
    - i. The Operator shall submit clear timelines for each activity from mobilization till project completion i.e. 8 to 12 months. The Operator shall submit a master schedule for the entire project duration comprising of all the activities, their timelines and milestones. All works shall be undertaken in due compliance with CPCB Rules, SWM Rules, Orders of NGT including the parameters for the output as well as workers safety and environmental specifications.
    - ii. **Preparation of Work Plan:** The Work Plan shall detail out the excavation of the existing mixed compacted legacy waste both above-ground and belowground which underwent biological degradation in line with CPCB 2019 Guidelines or any other Standard Guidelines of Govt. of India/Govt. of Sikkim in the Martam Landfill and sieving them by mechanical sieving machine or any other equipment (as mentioned in Clause 2.4), stabilizing the biodegradable wastes and use of appropriate mechanical screens to sieve the excavated and processed materials into recoverable fractions such as recyclables (metal and glass), fine fraction (soil/compost), coarse fractions (incinerable such as plastics, textile, tyre, rubber etc), stone, bricks, and construction debris through Biomining and tipping concept so as to retrieve and recover materials by segregating, sorting, diverting for recycling the excavated materials. It shall broadly involve the following steps  
**Step 1.** Installation of Trommel, shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys.  
**Step 2.** Engaging chain dozer/ Excavator and loosening the legacy waste

**Step 3.** Spraying the bio culture, as required to control odour, over the loosened legacy waste. Spraying for odour and fly control shall also be a part of the job.

**Step 4.** Shifting and loading the legacy waste in to the hopper and segregating the material size wise and type wise by engaging the man power/ machinery on both side of conveyors with proper safety precautions.

**Step 5.** The recyclables recovered from the bio-mining process should be sent for recycling as per the quality of the material, which should also be randomly sampled by an NABL lab and tested for heavy metals, salinity/electrical conductivity and leachability to ensure no environmental harm during use. FCO standards for pH and contaminants could be provisionally used as a benchmark. Non-Recyclable plastic material shall be sent for road making or to RDF units or cement plants. Initial cleaning of recyclable waste shall be done before it is transported for sale or disposal.

**Step 6.** The recovered earthy fines shall be disposed as per applicable rules.

**Step 7.** The recyclables like plastic, glass, metals, rags and cloth recovered from the waste during screening shall be sorted out and preferably cleaned before sending to recycling industries or as RDF.

**Step 8.** The material collected shall be disposed of by engaging tipper Lorries to the vendors who have identified and made agreement to get the designated recyclable material.

**Step 9.** The heavy fractions may be sand and gravel usable for road shoulders or for plinth filling. Stones and concrete if any can be used for road sub-grade, or for crushing. recycling and reuse in the construction industry. The recovered construction and demolition waste recovered from the biomining process may be sent to a C&D processing facility if suitable for production of building materials.

**Step 10.** Processing waste monthly to achieve minimum average quantity of 1000 MT per day targets.

**Step 11.** Monitoring and recording all the activities to account for the quantity of legacy waste excavated and processed.

**Step 12.** Submission of report on the progress on daily and monthly basis.

**Step 13.** Handing over of the reclaimed site to UDD.

## **3.2 Scope of Work**

The scope of work for the Concessionaire will broadly include, but not limited to as described in the following paragraphs.

### **3.2.1 The processing facility**

The successful bidder has to set up processing facility to dispose of about 150000 Ton (+/- 25%) legacy waste from the Martam Landfill through scientific processing within 8 -12 Months i.e 365 days from the Appointed Date (incl. mobilization & construction period) by way of deploying suitable and adequate number of heavy earth moving machinery, equipment, vehicles, and treatment technology. If required, the Concessionaire shall carry out at his own cost contour survey and waste composition analysis for effective and efficient planning of operations.

It is the responsibility of the Concessionaire to ensure that the entire processing system shall be established in accordance with Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB and Solid Waste Management Rules 2016 and other applicable rules &

norms as amended from time to time. Any suitable technology suggested by Contractor and approved by UDD for fulfilling the SWM Rules, 2016. The Concessionaire shall install wind breaking screens on the downwind side to prevent blowing of lighter waste such as plastic, paper, cloth, etc. The Concessionaire shall also take all necessary measures to prevent air pollution, dust emission and noise emission.

For ease of operations and monitoring, the entire area of existing dump may be divided into zones. Mining of existing dump may be done zone-wise as per the action plan to be submitted by the Concessionaire and as approved by UDD. This plan will be reviewed periodically and which may be subject to changes according to local circumstances.

**The scope of work is briefed as under:**

- 1 The Successful Bidder shall carryout Total Station Survey/ drone survey (layout and contour map) of earmarked area at his own cost in which Bioremediation/ Bio-mining is to be done. Total Station Survey shall be done in presence of Authority from UDD/GMC. The Successful Bidder shall submit the detailed work plan, all necessary drawings and required reports in all forms within 15 days from date of work order and shall carryout the entire project work in accordance with the detailed plan of action and schedule proposed by the Bidder and approved by the Authority of UDD/GMC.
- 2 The Successful Bidder shall set up Bioremediation/Bio-Mining facility with all the required infrastructure/ machinery as required in numbers and type (100mm trommel, 25 mm trommel, 6 mm trommel, Back-hoe loader, Pocklain chain mounted, Tractor Trolley/tipper Truck, Bundling machine, other necessary equipment to execute the project scope within the project duration with minimum daily target of handling capacity of 1000 Ton waste in a day.
- 3 It is suggested to adopt at least two lines of 500 Ton capacity or one line of 1000 tonne capacity which have appropriate provisions of Air Density Separators (ADS), Magnetic Separators, Manual Sorting etc.
- 4 Construction of temporary shed (if required), platform and creation of facility for handling separating, segregating, storing and quantifying of the excavated MSW and processing material.
- 5 Construction/ provision of temporary site office, water, power, sanitation facilities to worker as per statutory standards.
- 6 The successful Bidder shall take all applicable permits and approvals in sequence and comply with the CPCB and SPCB and other norms therein from time to time.
- 7 The Successful Bidder shall ensure processing of the Legacy Waste in accordance with CPCB Guidelines for Disposal of MSW Legacy Waste (Old Municipal Solid Waste) February 2019 along with SWM Rules 2016 (as amended from time to time), SPCB conditions, NGT orders and applicable statutory norms and its amendments time to time for handing Legacy Waste and other applicable rules.
- 8 Bioremediation/Biomining of accumulated waste shall be done in following way:
  - ✓ This flow of activities is only for guidance to the contractor, the process may change according to the site requirement and composition of the waste:
  - ✓ Bioremediation treatment will be done by dividing the site into suitable blocks. Quantity of the waste to be Bio-remedized shall be determined on basis of contouring of area along with previous design capacity of the SLF to be treated.
  - ✓ Usually, the top layer is dusty and may have several materials in the active biological state. This layer is to be stabilized through herbal/biological sanitizers.



- ✓ Raking of garbage layer through long spike harrow operating in cross directions is to be done regularly to pull out rags, plastic, rubber, textiles etc. Coarsely material and garbage should be screened through rotary/horizontal screens. The recovered earth shall be disposed off suitably by the bidder as per norms. No extra charge shall be paid to the contractor for lead or lift of the material.
  - ✓ Baling, packing, stacking, storing and sale of non-recyclable fraction of high calorific as raw material RDF producer/ user to sell to waste to energy or co processing in cement plant or to thermal power plants.
  - ✓ The stone, bricks, ceramics which are removed while screening and raking can be sent for land filing or covering of waste of filling up of low-lying area. Contractor shall follow the directions given by the Authority of UDD.
- 9 The successful bidder shall be responsible for the sale and marketing of all recovered/recyclables materials to appropriate vendors as per CPCB and other applicable guidelines.
  - 10 The Successful Bidder shall take necessary steps and processes to minimize environmental pollution while carrying out remediation/ reclamation of legacy waste at the Landfill. The Contractor shall take all reasonable steps to ensure that there is control of odour, dust and treatment generated leachate, flies, rodents and bird menace and fire hazards in and around the Landfill during the period of remediation work.
  - 11 Rejects to be stacked at an earmarked land as per instruction of Authority in compliance to SWM 2016 Rules & applicant norms.
  - 12 Monitor ground water quality (in accordance in CPCB norms), work zone air quality, ambient air quality monitoring within the site from NABL Accredited agency and submit the report on a monthly basis.
  - 13 The record of weighment of processed waste sold to recyclers and also the rejects shall be maintained after measuring their weight in computerized weigh-bridge. All materials, recyclables going out of the site boundary and rejects stored separately have to be weighed and record to be maintained by the Agency which shall be monitored on fortnightly basis by the UDD/GMC.
  - 14 The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, Compost, soil conditioner, C&D, Soil, RDF or any other by-product materials shall go to the Agency's account.
  - 15 Deleted
  - 16 Carry out levelling of the ground surface by bulldozers/grader/roller compactor or any other earth suitable equipment after bio-mining activities.
  - 17 Recovered C&D waste shall be the sole responsibility of the Agency to be disposed off in compliance with the norms & instructions of Authority.
  - 18 Hazardous waste such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, if found, during excavation, sorting or segregation shall be handled as per the Hazardous and other waste (Management and Trans boundary Movement) Rules, 2016.
  - 19 Handover any domestic biomedical waste if found during excavation, sorting/segregation to the nearest biomedical waste facility. This waste shall be handled as per Biomedical waste Management Rules, 2016.
  - 20 Provide adequate lighting system for easy operations in the working area as well as to the access ways provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and safety provisions including health inspections of

- workers at site shall be carried out. Construction/Provision of temporary site office, waste, power, sanitation facilities to workers as per statutory standards.
- 21 Ensure adequate power back-up for smooth operation of the machinery and equipment installed.
  - 22 Ensure use of only covered body vehicles for the transportation of materials at the cost of the Agency.
  - 23 The following data should be included in the progress reports submitted by the Agency:
    - A. Daily excavated waste quantity with extent of area reclaimed
    - B. Quantity of waste segregated in each day.
    - C. Quantity of waste reclaimed in each day including RDF, recyclable material, bio-soil, C&D and residual solid waste etc. as far as category wise.
    - D. Leachate generation and management reports
  - 24 While reclaiming and excavating MSW from the present open Landfill following aspects must be handled carefully
    - ✓ Exposure to hazardous material, leachate, gases, odour etc.
    - ✓ Contaminated wastes that maybe uncovered during reclamation operations require special handling and disposal requirements as per CPCB guidelines.
    - ✓ Precautions must be taken while excavating as it releases gases like methane, Sulphur dioxide and other gases which causes explosion and fire.
  - 25 The Contractor shall explore the possibility of minimizing the disposal of inert/ processing rejects and maximize the usage of such inert waste including but not limited to making of curb side blocks, filling of low-lying areas, construction of roads etc.
  - 26 The Operator is required to submit the action plan for biomining operations during monsoon period and during emergency situations.
  - 27 Complete the work within the time period stipulated in the Contract.
  - 28 Subject to terms and conditions in the Contract, at the end of the Term, the Agency shall vacate the Landfill the case may be, along with its equipment and facilities used and handover the reclaimed area for the desired/planned purpose within 30 days of reclamation.
  - 29 The Successful Bidder shall set up an eco-friendly and non-polluting processing system in order to reduce the impact of the dumping site on the adjacent areas.
  - 30 The site for Bioremediation shall be clearly earmarked and open space for storage of recyclable and reusable materials which will be recovered from bioremediation process of accumulated waste will be provided by UDD. Recyclables, RDF, good earth and inerts shall not be allowed to be stored at site for more than 20 days. The Agency shall have to dispose the same within 20 days.

### 3.2.2 Milestones

The project is expected to complete in 365 days. The project completion period starting from the appointed date shall deem to mean the project period, concession period or project completion period. Below are the proposed milestones of the project:

Sl. No.	Particulars	Target
1	Total estimated quantity of waste to be disposed off	150000 Ton (+/- 25%)
2	Handing over of Site (appointed date)	15 days
3	Implementation/Equipment's Mobilization Time	45 Days
4	No. of days in which entire material will have to be disposed.	320 days
5	The period of completion of project / concession period	365 Days

### 3.2.3 Weighment System

The Concessionaire shall set up computerized weigh bridges of required capacity for weighment of the waste mined from the open dump and for the outgoing processed materials as approved by the Authority of UDD/ GMC. This weighment system shall be installed at the entry gate of the proposed processing facility to be decided in consultation with Authority of UDD/GMC and should meet the following conditions:

- a) It should be a pit-less fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire Concession period with backup server facility and shall be provided as & when required by Authority of UDD/GMC.
- b) Entire Landfill complex should be under complete CCTV surveillance during the Concession Period. Weighment system should be operated in CCTV surveillance with data storage of entire Concession period. For CCTV surveillance High-Definition IP based cameras in adequate numbers (as directed by UDD) shall be provided by the Concessionaire with following specifications, but not limited to: (1) Speed-30 fps (2) Resolution-Full HD, Infrared-supported, Automatic number plate recognition and integrate the feeds of Cameras with Command-and-Control Centre of UDD.
- c) CCTV Recordings of operation of weighment system shall be provided as and when required by Authority of UDD/GMC.
- d) Correction/repairs of any malfunctioning in operation of weighment system will be the responsibility of the concessionaire.
- e) In case any malfunction/technical problem in the functioning of weighment system; the same shall be rectified by the concessionaire within a period of 24 hrs. During this period of failure, weighing of MSW shall be carried out at a private weighbridge located outside which should be approved by Authority of UDD at concessionaire's cost and no additional charges will be paid by UDD.
- f) The vehicles used for transportation of waste within site shall be have required Permit (or) registered /Approved by R.T.O. Gangtok and fulfil all rules & regulations of State of Sikkim or other States in force as specified by the said Authority from time to time. Also, these vehicles shall be equipped with Radio Frequency Identification (RFID).

#### 3.2.3.1 Server & connectivity for Weighment:

The requirements of the project to be met by the Concessionaire are as listed hereunder:

- a. Weighment system application, database, other software licenses, server with adequate capacity and required configuration shall be provided by the Concessionaire. The server facilities like server room, rack, power supply, UPS & air conditioning shall be provided by the Concessionaire. It will be installed at Martam Landfill site, location of which will be notified by Authority of UDD/GMC.
- b. Server should have back up storage of all the data of weighment system during the Concession Period.
- c. Dedicated connectivity for UDD authorities shall be provided by the Concessionaire to get the real time data to monitor the operations as and when desired by Authority/ Authority of UDD.
- d. All the facilities i.e. weighment system application, database, other software licenses, server facilities shall be the property of UDD after end of the concession period.
- e. Administrative privileges of the server related to all data of weighment system, and CCTV shall be with UDD.

- f. Any technical errors/malfunctioning of server data shall be rectified by the concessionaire at his own cost in the shortest possible time within 24 hours.
- g. All weighment shall be duly verified by the Authority and the operator shall obtain certificate of the Authority for every weighment.

#### **3.2.3.2 ETP and other facilities:**

The Concessionaire shall set up & operate a treatment plant for leachate/effluents etc. All the other facilities required under applicable laws and to meet scope & conditions of this contract shall be set up by the concessionaire.

#### **3.2.3.3 Land for the processing plant:**

Land required for setting up processing plant and machineries shall be on as is what is basis to be made available to the concessionaire out of the existing legacy dump itself. The required land area will be cleared by the Concessionaire at his own cost. Concessionaire shall shift the waste within the site for clearing and reclaiming this land.

As mentioned earlier, weigh bridges of required capacity will be installed at the entrance and exit of the processing area.

#### **3.2.3.4 Shed**

The concessionaire shall install temporary shed, if required for his own facility as per requirement of process.

#### **3.2.3.5 Ownership**

Without prejudice and subject to the Concession, the ownership of the Project Facilities, including all improvements made there in by the Concessionaire, shall at all times during the currency of the Contract remain that of UDD.

#### **3.2.3.6 Responsibility for removal of processed and recovered materials**

- i. It is the sole responsibility of the concessionaire to dispose off the residues/ rejects as well as the fines generated or recovered during the process.
- ii. By-products from such processing, viz. recyclables, enriched soil, compost, etc. will be the property of the concessionaire and the Concessionaire shall be required to dispose it off from the site as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB and Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB and SWM Rules 2016.
- iii. It is expected that e-waste, hazardous waste and recyclables such as plastic, glass, metal, etc. do not in any way form the part of fines.
- iv. Certification of the disposal, viz., receipt of manifest of RDF at the cement factory, receipt of good earth (treated to applicable standards) by farmers or other horticulture/forestry agencies, sale receipt of recyclables, receipt of different categories of waste like, C&D waste, inert and hazardous waste, etc by the authorised agencies must be submitted to the Authority by the agency. Transportation of such wastes shall be arranged by the successful bidder at his own cost.

### 3.2.3.7 Operations Plan:

The Concessionaire shall submit a comprehensive operations plan (covering all activities e.g., excavation/ mining/ removal, separation, processing, transportation, disposal in a scientific manner, stocking on- and off-site, etc.). The Plan shall cover fines disposal aspects which will include, among others, identification of fines disposal area/ site as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB and SWM Rule 2016.

No land belonging to UDD will be given for the disposal of fines of this project. However, the rejects comprising the coarse fraction shall be safely disposed of in accordance to the Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB and SWM Rules 2016. The Concessionaire shall treat the entire waste with environmentally friendly solutions and ensuring that the site is free from flies/mosquitos/rodents and bacteria etc.

### 3.2.3.8 Clearances:

The Concessionaire has to obtain and co-ordinate all required permissions/NOCs from various authorities in the name of UDD/UDD like State Level Environment Impact Assessment Authority (SEIAA), Pollution Control Board/ Committee, Ministry of Environment & Forest and Climate Change (MoEF&CC), clearance of land owner for disposal of rejects/fines and any such requisite regulatory/ statutory permissions etc. in order to process the legacy waste. UDD will assist the Concessionaire in obtaining these permissions only on written request of the Concessionaire. The Concessionaire shall comply/ adhere to the following Environmental Standards and has to obtain “as applicable clearances” that may be required for setting up the operations are, but not limited to as listed below in the Table.

Sl. No.	Clearance	Statutory Body
1	Environmental Clearance/ EIA for the project (If required)	State Environmental Impact Assessment Authority (SEIAA)
2	Authorization under SWM Rules	Sikkim State Pollution Control Board
3	Consent to establish/ Consent to operate	Sikkim State Pollution Control Board
4	Any other clearances under applicable laws and rules	Competent Authority

### 3.2.3.9 Environmental Standards:

- i. The Concessionaire shall comply/ adhere to the Environmental Standards as listed below
  - a. Air Quality Monitoring: As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB and SWM Rules 2016, The Environment (Protection), Rules 1986 or amendments thereafter with respect to baseline site parameters.
  - b. Noise Monitoring – As per Noise Pollution (Regulation and Control) Rules 2000 or amendments thereafter with respect to baseline site parameters.
  - c. Leachate Treatment – As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB and SWM Rules 2016 or amendments thereafter with respect to baseline site parameters.
  - d. Odour Monitoring – As per CPCB guidelines ‘Odour Pollution & Its Control May 2008’ or amendments thereafter with respect to baseline site parameters.

- e. Water Quality Monitoring - As per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB and SWM Rules 2016, The Environment (Protection), Rules 1986 or amendments thereafter with respect to baseline site parameters.
  - f. Emission standards for Incinerators – As specified in the rule framed time to time from different Authority.
- ii. Concessionaire shall make all the necessary arrangements for monitoring of various parameters and achievement of the standards.
  - iii. Concessionaire shall appoint a professional agency approved by SPCB/MoEF/NABET to Monitor and achieve these standards.

#### **3.2.3.10 Hazardous waste management**

- i. The Concessionaire shall be responsible for the safe disposal of hazardous waste as defined in Hazardous and Other Waste (Management and Trans-boundary Movement) Rules, 2016 if existing/ found during mining /generated during processing, etc. He shall dispose of the same at a Common Hazardous Waste Treatment Storage and Disposal (TSD) Facility approved by SPCB in accordance with in Hazardous and Other Waste (Management and Trans-boundary Movement) Rules, 2016 or amendments thereafter. However, The State of Sikkim does not have CHWTSDF.
- ii. All the commensurate charges for disposal of hazardous waste shall be borne by the Concessionaire.
- iii. Concessionaire has to submit documentary evidence regarding disposal of hazardous waste as per Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) issued by CPCB and SWM Rules 2016.

#### **3.2.3.11 Removal of plant on completion of works**

After completion of the concession period, within 1 month the concessionaire shall completely remove the moveable assets i.e. plant, machineries and equipment from the site, clear the project area and hand over the land, and immovable assets to UDD. Performance security of the concessionaire will be released only after the entire project site has been handed over to UDD without encumbrances.

#### **3.2.3.12 Responsibility to abate odour and fires**

It is the sole responsibility of the Concessionaire to abate the odour nuisance and fire hazards on the dump site. The Concessionaire shall use all proven relevant measures such as laying of soil cover on exposed waste and aeration, etc. which will help to abate odour and flies' nuisance. While processing the legacy waste, the Concessionaire may set up a Diffuser with scented water at the Dump Site especially near the residential houses to cover up the offensive odours. Necessary fire extinguishers or fire fighting vehicles shall be arranged to abate fire hazards. However, in case of major fire incidence, UDD may assist by providing fire fighting vehicles according to availability at that point of time. In any case necessary safety gears shall be provided to all staff working as per the good industry practice by the Agency.

### **3.3 Performance Security**

- a) Within 15 (thirty) working days after receipt of the Letter of Intent (LOI), the successful Shortlisted Bidder shall submit a Performance Security to the UDD. The Performance Security (Security Deposit) shall be 5 (five) % of the approved project cost and the same shall be in the

form of Bank Guarantee from a Nationalized/Scheduled Bank based in Gangtok in favour of the Secretary, Urban Development Department, payable at Gangtok and counter guaranteed from local bank as per the format mentioned in Annexure-7.

- b) Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient grounds for cancellation of the LOI and forfeiture of the Bid Security/EMD.
- c) On submission of the Performance Security, UDD would duly refund the EMD/ Bid Security Amount already deposited by the Bidder during the time of submission of proposal.

### **3.4 Contract Period**

The Contract period shall be 365 days from the date of Work Order (including mobilization & construction period and monsoon period) to dispose of about 150000 MT (+/- 25%) of Legacy Waste from the Martam Landfill through biomining. However, if the quantity of waste will be more than the indicated quantity, the Bidder shall be responsible for processing complete legacy waste for which contract period may be extended on pro-rata basis without giving escalation on the tipping fee.

### **3.5 Project Site**

- a) UDD shall handover the Landfill to the Operator as per the approved Work Plan. After completion of contract period, within 01 (One) month, the Operator has to completely remove the plant, machineries and equipment from the site and clear the project area. Performance security of the Operator shall be released only after the entire project site has been handed over to UDD and after the defect liability period of six months without encumbrances.
- b) There shall be no lease of land to the Bidder. He shall only set up the plant on UDD's land for scientifically treating the legacy waste and operate it without any interest in land whatsoever. However, UDD shall provide necessary assistance to lenders/bankers/financial institutions funding the project in terms of granting right to entry if there is a need. Such right of entry however shall be restricted to the plant and machinery set up by the Operator and shall under no circumstances be extended to the land. As specified above, there shall be no lease of land to the Operator and hence the question of creation of encumbrances on the land does not arise.
- c) **Provision for building ancillary facilities:** In case the Operator is required to set up ancillary facilities at site like Fuel storage, DG set etc., UDD may assist the Operator in getting the same installed at site for period of contract only. However, the necessary permissions required are to be obtained by the Operator at his cost. All handling of explosives, including storage, transport shall be carried out under the rules approved by the "Explosives Department of the Government".

### **3.6 Obligations of the Operator**

- a. Prior to the start of project operations, the Operator shall be responsible for obtaining all Statutory Clearances, Permission, Licenses, and Authorizations necessary for the Project at their own cost and Urban Development Department shall provide the assistance accordingly.
- b. The Operator shall make the necessary changes in the work plan and finalize it as per discussions with UDD.
- c. Construction and erection of the plant and creation of other allied facilities shall be completed within 45 days from the date of receipt of work order. This shall include the

mobilization period and time period required for getting necessary statutory clearances/permissions. After completion of construction and erection of the plant, operation of the plant shall commence which shall be considered as Commercial Operation Date (COD) of the project.

- d. If required during and for the project, the Operator shall have to manage all type of wastewater as per the CPCB guidelines/SPCB/ any other applicable guidelines.
- e. The Operator shall observe zero residue/inert model during the process of biomining of the entire site throughout operation period. By-products from such processing viz. recyclables, gas, energy etc shall be the property of the Operator. It is expected that e-waste, hazardous waste and recyclables such as the plastic, glass, metal etc does not any way form the part of inert waste.
- f. Inert for Operator would mean non-biodegradable, non-recyclable and non-combustible fraction. Definition of inert shall be as per CPCB 2019 guidelines. However, this particular project is aim at zero inert/residue due to processing of legacy waste.
- g. The Operator has to obtain all required permissions/NOCs from various authorities like State Pollution Control Board (SPCB), in order to process existing SW dumped at Martam Landfill, UDD may assist the Operator in obtaining these permissions and provide requisite NOC's wherever required without any delays.
- h. The Operator shall process the legacy waste on a daily basis and the final archive shall not be kept for more than 20 days within the Project Site.
  - i. The Operator shall ensure that all the aspects of project and process employed and the disposal of treated waste by Biomining process thereof shall confirm with the laws pertaining to environment, health and safety aspects including rules such as SW rules 2016, policies and guidelines related thereto. The aspects relating to employee and worker safety, control mechanisms of litter, pest, fire, surface runoffs etc., needs to be followed.
- j. The Operator shall hand over all the assets and take back machines/ equipment in connection to this project at the end of the project period at their own cost.
- k. Arrangement of water and electricity required for the project shall be the responsibility of the Operator at their own cost. UDD shall provide assistance in this regard. However, the cost of usage shall be paid by the Operator as per actuals based on appropriate meter readings from the meters installed.
- l. The Operator shall not be permitted to use the municipal land at any point of time of contract to mortgage (or) to be used as a security for mobilizing finance for this purpose (or) any other purpose.
- m. Submission of progress report to UDD on daily, monthly and quarterly basis. The monthly and quarterly reports shall be submitted within 7 (seven) days of the subsequent month and quarter respectively.
- n. Operator shall submit proper material flow analysis with disposal pathways of processed waste periodically to avoid indiscriminate dumping of waste. Valid certificate from concerned party to be submitted on demand.
- o. The Operator shall submit the Bank Guarantee for the Performance Security as per the conditions stipulated in this RFP.
- p. **Environmental Standards:**
  - i. The Operator has to follow the Environmental Standards as mentioned below
    - a) Air Quality Monitoring: As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.



- b) Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
- c) Leachate Treatment must be made as per Solid Waste Management Rules 2016 (SWM Rules 2016), CPCB 2019 Guidelines on Legacy Waste or amendments thereafter with respect to baseline site parameters.
- d) Odour Monitoring – As per CPCB guidelines ‘Odour Pollution & Its Control May 2008’ or amendments thereafter with respect to baseline site parameters.
- e) Water Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
- f) Aggregate Disposal- As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.
- ii. The Operator has to make all the necessary arrangement for 24x7 online monitoring of environmental standards to the extent possible.
- iii. The Operator may appoint a Professional Consultant/ Company approved by MoEF / NABET to achieve these standards.
- iv. **Hazardous waste:**  
The Operator shall segregate any Hazardous waste [as defined in Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008] if existing inside the site and separately earmarked. It is the Operator responsibility to dispose of the same at SPCB’s approved sites in accordance with Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008 or amendments thereafter.
- v. It is the sole responsibility of the operator to abate the odour and fire nuisance on site. The Operator has to use enzyme/herbal based products which shall help to abate the odour and fly’s nuisance. Necessary fire fighting vehicles shall be arranged to abate the fire nuisance. However, in case of major fire incidence, UDD may assist by providing fire fighting vehicles according to availability at that time. Necessary safety gears shall be provided by the operator to all staff working as per the good industry practice.
- vi. The Operator shall ensure that material which is to be transported for disposal after scientific processing is not dumped at Martam Landfill. They can make necessary arrangement like fencing or any other suitable arrangement as directed by UDD authorities to prevent such events.

### **3.7 Obligations of Urban Development Department**

- a) UDD shall approve the Work Plan submitted by the Operator within a period of 15 (fifteen) days from the date of submission.
- b) Throughout the project period, UDD shall ensure that fresh solid wastes generated in the city are not dumped within the earmarked site once handing over of the same is completed.
- c) The UDD shall indemnify the Operator against the baseline environmental conditions of the Landfill.
- d) The Authority of UDD shall review a comprehensive final completion report of the project prepared by bidder, after the project reaches a stage of substantial completion during the period of the contract. These reports shall be submitted immediately after the completion of the work by the bidder and before taking over by UDD. The report shall incorporate summary of the method of operation, the operation supervision performed, problems encountered, and solutions undertaken thereon. The Committee of UDD shall summarize and consolidate project completion in a single report by incorporating all the key information of the entire operation.

### 3.8 Terms of Payment

#### Tipping Fee (Processing Fee)

- a) UDD shall pay Processing Fee as quoted in the financial bid based on the quantity of Waste processed from the project site on per metric ton basis monthly after verification by the authority.
- b) No advance and mobilization cost will be provided by UDD.
- c) The Concessionaire shall weigh the mined legacy waste and get it duly certified by the Authority of UDD in the manner as set out in the Concession Agreement and schedules thereof. The Concessionaire shall, on the 5<sup>th</sup> day of every Month or in case the 5<sup>th</sup> day of a Month is a Holiday then on the following working day of such Month, submit to UDD a statement (“Tipping Fee Statement”) providing the following details, in the manner as set out in the O & M Requirements:
  - I. Total quantity of legacy waste mined at the Martam Landfill and which is subsequently taken for processing into Fines and Rejects fractions;
  - II. Quantity of Waste Mined and transported to Processing Plant on each day of the previous Month along with proof of certification of the same by the Authority;
  - III. Aggregate quantity of Legacy Waste for the previous Month, and
  - IV. Amount of Tipping Fee for the previous Month calculated in accordance with the tipping fee rate quoted by the Concessionaire and subsequent Agreement; and the criteria given below in (v).
  - V. In the case of a positive tipping fee rate quoted by the Concessionaire, UDD shall pay to the Concessionaire Tipping Fee (or vice-versa in the case of a negative tipping fee rate quoted by the Concessionaire) in any given month after COD till the waste mining stoppage date. Monthly tipping fee will be calculated as follows:

$$MTP = TFT * W$$

Where MTP is the Monthly Tipping Fee, TFT is the Tipping Fee Rate Per Tonne, W is the weight of segregated legacy waste disposed off during that particular month from the Martam Landfill and which is subsequently taken for processing into Fines and Rejects fractions. Accordingly,

$$W = F + R$$

Where

F is the weight of the fine fraction (<6mm) which will be carted away from the processing site by the Concessionaire for any suitable application as deemed appropriate; and R is the weight of the rejects fraction (> 6 mm) which will be safely disposed of by the Concessionaire either in the SLF at Martam or carted away from Martam Landfill for any other end use as deemed suitable under CPCB guideline/solid waste management rules 2016. Rejects (R) shall include recyclables, RDF, inert, C&D waste, hazardous waste and any other category of waste > 6 mm. Proper record of weightment shall be maintained by the operator for every category duly verified by the Authority.

The Concessionaire shall measure the Waste, Fines & Rejects and submit records to UDD accordingly for every month.

### Mechanism of Payment

- a. UDD shall, within 30 days from the date of receipt of the Tipping Fee Statement, Pay to the operator as stated in such Tipping Fee Statement,
- b. Any delay in making any payment in accordance with the Tipping Fee Statements shall not entail payment of interest.
- c. All payments shall be made by way of RTGS/NEFT.

Payment will be released after ensuring that waste is processed as per the applicable rules in force and removed from the site for further disposal. If any malpractice is observed in this, heavy penalty shall be imposed as per Schedule3. If malpractice is observed second time, Authority may even cancel the contract & initiate legal action against the Concessionaire which may also include blacklisting.

### Incentives for Early Completion

The total duration of project including mobilization period and time period required for getting necessary statutory clearances/permissions (effective period) is 12 months. However, in case bidder completes the project before stipulated timeline, incentives will be paid @2% of total contract value for every 2 (two) months for early completion. The payment on account of this shall be paid after complete biomining of the legacy waste from the site.

### Penalty for Non-Compliance

Sl. No	Description of Non-Compliance	Penalty Amount
1	Non-Compliance to, SWM Rules 2016, CPCB Guidelines 2019 on Legacy Waste and other Environmental Standards notified by regulatory authorities or as specified in the Contract.	Rs. 20,000/- per Incidence per day till compliance is achieved.
2	Non provision/ delay in provision of site facilities as per specifications.	Rs. 20,000/- per item per day till compliance is achieved.
3	Non-compliance of Safety Standards, use of Personal Protective Equipment by the Workers.	Rs. 5,000/- per Incidence per day till the compliance is achieved.
4	Failure to process minimum average specified quantity of legacy waste on a daily basis (Computed monthly) excluding the monsoon period as decided in the Work plan	Per day penalty = (Target Qty – Actual Qty) * Processing Fee for per MT of Legacy Waste processed from the Project Site
5	Failure to Submit Progress Report on time	Rs. 10,000/- per incidence
6	Delay in Completion of Project	10% of Approved Project Cost for each Month

## **Penalty for Non-Compliance during Monsoon period**

Operator shall ensure

- I. All recovered materials shall either be stored under a temporary shed but not more than 20 days or disposed before the onset of monsoon.
- II. No runoff of leachate during monsoon. Penalty of Rs. 20,000/- per incidence per day till compliance is achieved in both the above cases.

### **3.9 Sub-Contracting**

- I. The Operator may sub-contract any portion of work, up to a limit specified in Clause 1.12.3 (v), with the approval of the Officer-in-Charge but may not assign the contract without the approval of the employer in writing. Sub-contracting does not alter the Operator's obligations.
- II. The operator shall not be required to obtain any consent from the employer for:
  - a. the Sub-contracting of any part of the works for which the sub-contractor is named in the contract;
  - b. the provision of labour; and
  - c. the purchase of materials which are in accordance with the standards specified in the contract.
  - d. Beyond this if the operator proposes sub-contracting any part of the work during execution of works, because of some unforeseen circumstances to enable him to complete the work as per terms of the contract, the Employer will consider the following before according approval:
    - The operator shall not sub-contract the whole of the works.
    - The operator shall not sub-contract any part of the work without prior consent of the Employer. Any such consent shall not relieve at the operator from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub- contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the operator, his agents or workmen.
    - The Employer should satisfy whether (a) the circumstances warrant such subcontracting; and (b) the sub-contractors so proposed for the work possess the experience, qualification and equipment necessary for the job proposed to be entrusted to them in proportion to the quantum of work to be sub-contracted.
    - If payments are proposed to be made directly to that sub-contractor, this should be subject to specific authorization by the operator so that this arrangement does not alter the operator's liability or obligations under the contract.

### **3.10 Weighment System and Monitoring**

#### **Weighment**

The Concessionaire shall set up computerised weigh bridges of required capacity for weighment of the waste mined from the open dump and for the outgoing processed materials as approved by Authority/ UDD. This weighment system shall be installed at the entry gate of the proposed processing facility to be decided in consultation with Authority/ Authority of UDD and should meet the following conditions:

- a) It should be a pit-less fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained

properly for the entire Concession period with backup server facility and shall be provided as & when required by Authority / UDD officials and competent authorities.

- b) Entire Landfill complex should be under complete CCTV surveillance during the Concession Period. Weighment system should be operated in CCTV surveillance with data storage of entire Concession period. For CCTV surveillance High-Definition IP based cameras in adequate numbers (as directed by UDD) shall be provided by the Concessionaire with following specifications, but not limited to: (1) Speed-30 fps (2) Resolution-Full HD, Infrared-supported, Automatic number plate recognition and integrate the feeds of Cameras with Command-and-Control Centre of UDD.
- c) CCTV Recordings of operation of weighment system shall be provided as and when required by Authority / UDD officials and competent authorities.
- d) Correction/repairs of any malfunctioning in operation of weighment system will be the responsibility of the concessionaire.
- e) In case any malfunction/technical problem in the functioning of weighment system, the same shall be rectified by the concessionaire within a period of 24 hrs. During this period of failure, weighing of MSW shall be carried out at a private weighbridge located outside which should be approved by Authority / UDD at concessionaire's cost and no additional charges will be paid by UDD.
- f) The vehicles used for transportation of waste within site shall have required National Permit (or) registered /Approved by R.T.O. Gangtok and fulfil all rules & regulations of State of Sikkim or other states as in force as specified by the said Authority from time to time. Also, these vehicles shall be equipped with Radio Frequency Identification (RFID).

#### **Server & connectivity for Weighment:**

The requirements of the project to be met by the Concessionaire are as listed hereunder:

- a) Weighment system application, database, other software licenses, server with adequate capacity and required configuration shall be provided by the Concessionaire. The server facilities like server room, rack, power supply, UPS & air conditioning shall be provided by the Concessionaire. It will be installed at Martam Landfill site, location of which will be notified by Authority /UDD.
- b) Server should have back up storage of all the data of weighment system during the Concession Period.
- c) Dedicated connectivity for UDD authorities shall be provided by the Concessionaire to get the real time data to monitor the operations as and when desired by UDD.
- d) All the facilities i.e. weighment system application, database, other software licenses, server facilities shall be the property of UDD after end of the concession period.
- e) Administrative privileges of the server related to all data of weighment system, and CCTV shall be with UDD.
- f) Any technical errors/malfunctioning of server data shall be rectified by the concessionaire at his own cost in the shortest possible time within 24 hours.

#### **3.11 Quality Control**

- a) **Identifying defects:** The Employer shall check the Operator's work and notify the Operator of any Defects that are found. Such checking shall not affect the Operator's responsibilities. The Employer may instruct the Operator to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

- b) **Tests:** If the Employer instructs the Operator to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Operator shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event. Test/s related to presence of methane while operations shall be conducted using online methane analyzer, in addition to this any additional test related to presence of excessive leachate or hazardous material may be proposed.
- c) **Correction of defects:** The Employer shall give notice to the Operator of any Defects before the end of the Defects Liability Period, which begins at Completion and continue till end of one year. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.  
Every time notice of a Defect is given; the Operator shall correct the notified Defect within the length of time specified by the Employer's notice.
- d) **Uncorrected defects:** If the Operator has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Operator will pay this amount.

### 3.12 Force Majeure

The project operation is subject to Force Majeure conditions as under:

If at any time, during the currency of the contract, the performance in whole, or part by either party or any obligation under the contract shall be prevented or delayed by reasons of any war, hostility acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine, restrictions, strikes, lock-outs or acts of God, provided notice of the happening of such events is given by either party to other, within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the order in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practical, if such event has come to an end or ceased to exist.

### 3.13 Termination

- a) Termination on expiry of the CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the UDD has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.
- b) Termination on account of Force Majeure: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Section Three.
- c) Termination on account of insolvency: In the event the Successful Bidder at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the UDD shall, by a notice in writing have the right to terminate the Contract and all the Successful Shortlisted Bidder's rights and privileges hereunder, shall stand terminated forthwith.
- d) Termination on breach of contract: A breach by the Successful Bidders of its obligations hereunder and such breach not being rectified by the Successful Bidders within 30 working days of receipt of the UDD's notice intimating such breach. Upon termination, the Successful Bidders shall surrender all the data, material and assets belonging to the UDD.
- e) Termination for delay: Successful Bidders shall be required to perform all activities/services as per these conditions and specifications. If the Successful Bidders fails to do so, the UDD

shall give a written notice to fulfil the applied conditions and specifications within the next 30 working days, failing which the Contract is liable for termination.

- f) Consequences of termination: In all cases of termination herein set forth, the obligation of the UDD to pay shall be limited to the period up to the date of effective termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or for bearance after such termination.

### **3.14 Disputes Resolution**

- a) The UDD and the Bidders shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with this RFP Document.
- b) If, within 30 (thirty) days from the commencement of such informal Negotiations, Parties are unable to resolve the dispute amicably, they shall refer the dispute to an Arbitral Tribunal consisting of three arbitrators, one each appointed by the UDD and the Operator and the two arbitrators together appoint a third arbitrator who shall act as the presiding arbitrator. The decision of the Arbitral Tribunal shall be final and binding on both the parties in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time.
- c) All Arbitration proceedings shall be held at Gangtok and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) Jurisdiction of Court shall be the High Court of Sikkim.

### **3.15 Insurance**

The Concessionaire shall at its cost and expense, purchase and maintain by due reinstatement or otherwise, during the Concession Period all insurances in respect of the Project Facilities in accordance with the Good Industry Practice. The Concessionaire shall maintain a register of entry in order of premiums paid towards the Project Facilities and proof of payments made shall be submitted to UDD whenever requested for.

#### **Application of Insurance Proceeds**

Subject to the provisions of the Financing Documents and unless otherwise provided here in, the proceeds of all insurance policies received shall be promptly applied by the Concessionaire towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Concessionaire may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Concessionaire shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or reinstatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

#### **Un-insurable Risks**

If during the Concession Period, any risk which has been previously insured becomes uninsurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained / re-instated in respect of such risk, the Concessionaire shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

### 3.16 Miscellaneous

- a) UDD may delegate any of his duties and responsibilities to other people after notifying the Operator and may cancel any delegation after notifying the Operator.
- b) Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- c) The Operator shall cooperate and share the Site with other Operators, public authorities, utilities, and UDD as and when required.
- d) The Operator shall employ the technical personnel (of number and qualifications) as may be stipulated by Govt. of Sikkim from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated in the approved Work Plan.
- e) If the UDD asks the Operator to remove a person who is a member of the Operator's staff or his work force stating the reasons, the Operator shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- f) UDD is responsible for the excepted risks which are:
  - a. Rebellion, riot commotion or disorder unless solely restricted to employees of the Operator or his Sub-
  - b. Operators arising from the conduct of the Works; or
  - c. A cause due solely to the design of the Works, other than the Operator's design; or
  - d. Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced Operator:
    - i. Could not have reasonably foreseen; or
    - ii. Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;
      - a) Prevent loss or damage to physical property from occurring by taking appropriate measures or
      - b) Insure against such loss or damage
- g) All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Operator. The Operator or its subcontractor shall indemnify UDD any eventuality or mishappening that may arise due to any reason during the course of execution of the contract.
- h) The Operator, in preparing the tender, may refer to the investigation reports as annexed in the Annexure, supplemented by any information available to the Tenderer on its own. However, the Tenderers are requested to investigate at their end for the completeness and correctness of the information. The UDD shall not be responsible for any lack on information for filling/execution of the Tender.
- i) Approval by the Employer:
  - a. The contactor shall submit the specifications and the drawings showing the proposed works and Temporary Works as required to the Employer, who is to approve them if they comply with the Specifications and Drawings.
  - b. The Operator shall be responsible for the design of the Works.
  - c. The Employer's approval shall not alter the Operator's responsibility for design of all the project's work including Temporary Works
  - d. The Operator shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.



- e. The Operator shall submit the working Drawings for all the works under the contract as applicable or required.
- f. All Drawings including prepared by the Operator for the execution of the permanent or temporary Works, are subject to prior approval by the Employer before their use.
- j) **Safety:** The Operator shall be responsible for the safety of all activities on the Site.
- k) **Discoveries:** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Operator is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.
- l) **Access to the Site:** The Operator shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
- m) The Operator shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

## SECTION IV

### Annexure – 1 Covering Letter Format

**(The covering letter is to be submitted by the Shortlisted Company or the Lead Member of a Joint Venture/Consortium/Group, along with the Envelope A of the RFP)**

Date:

Place:

To  
The Secretary  
Urban Development Department  
Government of Sikkim  
Gangtok-737101

**Subject: Request for proposal for Biomining of Legacy Waste at the Existing Martam Landfill, District - Gangtok.**

Respected Sir,

We hereby confirm the following:

1. The RFP is being submitted by (name of the Company) who is the Bidding Company / the Lead Member of the Joint Venture/Consortium/Group comprising (mention the names of the entities who are the consortium members), in accordance with the conditions stipulated in the RFP Document. (In case of a Joint Venture/Consortium/Group) Our RFP includes the Letter(s) of Acceptance in the format specified in the RFP Document, and the MoU (as per the principles stated in the RFP Document) between, \_\_\_\_\_ (mention names of the entities that are the members), who are the members (s) as per the conditions stipulated in the RFP Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by UDD and in any subsequent communication sent by UDD. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP Document or in any of the subsequent communications from UDD.
3. The information submitted in our RFP is complete, is strictly as per the requirements as stipulated in the RFP Document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our RFP.
4. We confirm that our Commercial RFP does not contain conditions.
5. The Company / Joint venture/Consortium/Group of which we are the Lead Member (Please strike out whichever is not applicable), satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP Document.
6. A Power of Attorney from the Company/Lead Member authorizing the undersigned as the Authorized Representative, Signatory and Contact Person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidders, etc., in respect of the Project is included as a part of the Proposal.

For and on behalf of:

Signature:

(Authorized Representative and Signatory) Name of the Person & Designation

Encl. Power of Attorney

**Annexure – 2**  
**Letter of Commitment Format**

**(The Letter of Commitment is to be submitted by the Key Person(s) of the Company/ Lead Member of the Group/Joint Venture/Consortium)**

Date:

Place:

To  
The Secretary  
Urban Development Department  
Government of Sikkim  
Gangtok-737101

**Subject: Request for proposal for Biomining of Legacy Waste at the Existing Martam Landfill, District - Gangtok.**

Dear Sir,

This has reference to the RFP being submitted by \_\_\_\_\_ (mention the Lead Member of the Group/Joint Venture/Consortium), as Lead Member of the Group/Joint Venture/Consortium comprising (mention name(s) of the Members) in respect of the RFP issued by the UDD dated \_\_\_\_\_.

Please in response to the RFP issued by the UDD dated \_\_\_\_\_. We hereby confirm the following:

1. We \_\_\_\_\_ (name of the Key Person), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:
  - The RFP Document issued by UDD;
  - All subsequent communications between UDD and the Bidders, represented by \_\_\_\_\_ (name of the Company or of the Lead Member in case of a Group/Joint Venture/Consortium);
  - (applicable only for a Joint Venture/Group/Consortium) the MoU signed between/ among \_\_\_\_\_ (name(s) of Members); and
  - The RFP being submitted by \_\_\_\_\_ (name of the Company or of the Lead Member in case of a Joint Venture/Consortium/Group).
2. We have satisfied ourselves regarding our role as \_\_\_\_\_ (here give a brief description of the role) in the Project as specified in the RFP Document. If \_\_\_\_\_ (name of the Company/Group/Joint Venture/Consortium) is awarded the Project we shall perform our role as outlined in the RFP Document the best of our abilities.
3. The nature of our legal relationship with the Company / Lead Member of the Joint Venture / Group / Consortium, is specified in the RFP document, as per the requirements stated in the RFP Document.
4. We undertake to support \_\_\_\_\_ (name of the Company / Lead Member, for which the Letter of Commitment is being furnished) in respect of the roles \_\_\_\_\_ (briefly define the roles of the Company / \_\_\_\_\_ Lead Member) as detailed in the RFP Document being submitted by \_\_\_\_\_ (name of the company or of the Lead Member in case of a Joint Venture/Group/Consortium).
5. We therefore request UDD to consider our strengths, our experience, and our track record as specified in the RFP Document pursuant to the conditions specified in the RFP Document, for the purposes of evaluation of the Minimum Eligibility Criteria.

For and Behalf of the Company

Signature of the Authorized Signatory

Name:

Designation:

**Annexure – 3**  
**Description of the Bidder**

1.
  - A. Name:
  - B. Country of incorporation:
  - C. Address of the corporate headquarters and its branch office(s) if any, in India:
  - D. Date of incorporation and/ or commencement of business:
  
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) of the Bidder who shall serve as the point of contact/ communication for the Authority/ UDD:
  - A. Name:
  - B. Designation:
  - C. Company:
  - D. Address:
  - E. Telephone Number- Landline: Mobile:
  - F. E-Mail Address:
  - G. Fax Number:
  
4. Particulars of the Authorized Signatory of the Bidder:
  - A. Name:
  - B. Designation:
  - C. Address:
  - D. Phone Number- Landline: Mobile:
  - E. Fax Number:
  
5. In case of a Consortium:
  - A. The information above (1-4) should be provided for all the Members of the Consortium/ JV.
  - B. A copy of the Jt. Bidding Agreement, as envisaged in Annexure 17 should be attached to the Application.
  - C. Information regarding the role of each Member should be provided as per table below:

Sl. No	Name of the Member	Role*	Percentage of Equity in the Consortium**
1			
2			

\*Role of each member, as may be determined by the Bidder, should be indicated in accordance with Joint Bidding Agreement (Annexure 17)

\*\* The percentage of equity should be in accordance with the Joint Bidding Agreement (Annexure 17)

- D. The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium/ JV:**

<b>Sl. No</b>	<b>Criteria</b>	<b>Yes</b>	<b>No</b>
1	Has the Bidder/ constituent of the Consortium/ JV been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application		

Bidder has to submit affidavit from notary regarding above declaration if answer to 1 is no. If in future, if the affidavit is found false, his contract is liable to be terminated and legal action will be taken as per the law.

For and Behalf of the Company

Signature of the Authorized Signatory

Name:

Designation:

**Annexure – 4**  
**Format of Power of Attorney for Signing of Bid**

**(On stamp paper of appropriate value)**

**POWER OF ATTORNEY FOR SIGNING OF BID**

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of

\_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for "Biomining of Legacy Waste at the Martam Landfill, Gangtok" including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the UDD, representing us in all matters before the UDD, signing and execution of all contracts including the Management Contract and undertakings consequent to acceptance of our bid, and generally dealing with the UDD in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Management Contract with the UDD.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE - NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF, \_\_\_\_\_, 2022.

For \_\_\_\_\_

(Signature)

(Name, Title and Address) Witnesses:

- 1.
  - 2.
- Accepted  
[Notarized]  
(Signature)  
(Name, Title and Address of the Attorney)

**Notes:**

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ii. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*

**Annexure – 5**  
**Power of Attorney for Lead Member of Consortium/ JV**

Whereas the Secretary, UDD on behalf of “the UDD” has invited bids for the ‘Biomining of Legacy Waste at the Martam Landfill, District-Gangtok (“the Project”).

Whereas,

.....and .....

(Collectively the “Consortium”/ “JV”) being Members of the Consortium/ JV are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium/ JV to designate one of them as the Lead Member with all necessary power and UDD to do for and on behalf of the Consortium/ JV, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s \_\_\_\_\_ having our registered office at \_\_\_\_\_ and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at

\_\_\_\_\_, being one of the Members of the Consortium/ JV, as the Lead Member and true and lawful attorney of the Consortium/ JV (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium/ JV and any one of us during the bidding process and, in the event the Consortium/ JV is awarded Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium/ JV, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bid Formats, bids and other documents and writings, participate in bidders” and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium/ JV and generally to represent the Consortium/ JV in all its dealings with the UDD, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s/ JV’s bid for the Project and/ or upon award thereof till the Management Contract is entered into with the UDD.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2022.

For \_\_\_\_\_

(Name & Title)

For

(Name & Title)

Witnesses:

1.

2.

(Executants)

3.

(Executants)

(To be executed by all the Members of the Consortium/ JV)

**Notes:**

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- ii. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*



**Annexure – 6**  
**Format for Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Bid for the project, 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 shall offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid.**

Dated this ..... Day of ....., 2022.

.....

(Name of the Bidder)

.....

(Signature of the Authorized Person)

.....

(Name of the Authorized Person)

**Note:**

- a) *On the Letterhead of the Bidder*
- b) *To be executed by all members in case of Consortium*

**Annexure – 7**  
**Bank Guarantee for Performance Security for Work**

**Performance Security**

[Bank's name, and address of issuing branch or office at Gangtok, Sikkim]

Beneficiary: ..... [Name and address of the Employer] .....

Date: .....

Performance Guarantee No.: .....

We have been informed that [name of the contractor] (hereinafter called "the Contractor") has accepted the Letter of Intent for entering into a Contract for. [reference number of the RFP] dated [date] with you, for the execution of [name of contract and brief description of works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words] [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year], and any demand for payment under it must be received by us at this office on or before that date.

.....  
[Signature(s) and seal of bank (where appropriate)]

**Annexure – 8**  
**Format of the Earnest Money Deposit (EMD)**

Shall be in the form of a Demand Draft drawn in favour of Secretary Urban Development Department, Government of Sikkim, payable at par at Gangtok drawn in any Nationalised /Scheduled Bank or State Bank of Sikkim.

**Annexure – 9**  
**Project Experience**

The information to be filled in by the Bidder hereunder will be used for purposes of computing Tender capacity as provided for in Clause 1.6 of the Instructions to Tenderers and for subcontracting as per Clause 3.9 of Conditions of Contract. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Bidder/ Consortium Member [Attach copy]

Place of Registration \_\_\_\_\_

[Attach Copy]

Principal place of business: \_\_\_\_\_

1.2 Total value of project Works executed and payments received in the Last seven years (in Rs. Crores)

2021 – 22 \_\_\_\_\_

2020 – 21 \_\_\_\_\_

2019 – 20 \_\_\_\_\_

2018 – 19 \_\_\_\_\_

2017 – 18 \_\_\_\_\_

2016 – 17 \_\_\_\_\_

**(Attach Certificate from Chartered Accountant)**

1.3 Work performed as Prime Operator (in the same name) on works of similar nature<sup>1</sup> over during the seven years specified in 1.2 above.

Project Name	Name of Client	Description of Work	Contract Number	Value of contract Rs. Crores	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

**Attach Certificates from Engineers–in-Charge/Officer-in-Charge of the Organization**

1.4 Quantities of work executed as prime Operator (in the same name) during the last seven years specified in 1.2 above:

Year	Name of Work	Name of Client	Quantity of work performed			Remarks (Indicate contract Reference)
			Successfully completed similar biomining of legacy waste at Landfills / city compost plants/ processing of solid waste in India	Work experience similar biomining of legacy waste at Landfills/ city compost plants/ processing of solid waste in India with number of plants operational for any three years with minimum capacity of 800 MT per day	Number of sites where successful biomining of legacy waste at Landfills in India have been completed by the Bidder	
2015-16						
2016-17						
2017-18						
2018-19						
2019-20						
2020-21						
2021-22						

<sup>1</sup> For works of similar nature definition refer sub-Article 1.5 of the RFP <sup>2</sup> Refer sub Article 1.5 of the RFP

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

**(A) Existing commitments and on-going works:**

Description of Work	Place & State	Contract No. & Date	Name and Address of Client	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs)	Anticipated date of completion
1	2	3	4	5	6	7	8

**(B) Works for which Tenders already submitted:**

Description of Work	Place & State	Name and Address of Client	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6 The following items of equipment<sup>3</sup> are considered essential for successfully carrying out the works. The Bidder should furnish all the information listed below.

Item of Equipment	Requirement			Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition	

1.7 Proposed subcontracts and firms involved.

Section of works	Value of sub-contract	Sub-contractor name and address	Experience in similar work (biomining of legacy waste/processing of solid waste/city compost plants/disposal of recyclable/non-recyclable/RDF/inert)

1.8 Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last seven years;

1.9 Qualification and experience of the key technical and management personnel<sup>4</sup> in permanent employment with the Bidder and those that are proposed to be deployed on this contract, if awarded.

<sup>3</sup> For details refer clause 2.4

<sup>4</sup> For details refer clause 3.15(d)

**Annexure – 10**  
**Annual Turnover Certificate**

Sole Bidder Name/ Consortium Member/ JV Member Name:

S. No.	Financial Year	Annual Turnover (INR) in Crores
1.	2019-20	
2.	2020-21	
3.	2021-22	
<b>Average</b>		

Net Worth	INR in Crores
As on Dt. 31.03.2022	

Name of the auditor issuing the certificate:

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

**(Signature, Name and Designation of the Authorized Signatory for the Auditor's Firm)**

Note:

- Sole Bidder/ all the consortium members need to submit copy of the audited financial statements for the above mentioned three financial years.
- Turnover certificate should be issued by the Statutory Auditor/Chartered Accountant with UDIN

**Annexure –11**  
**Concession / Contract Agreement for the Execution of Works**

RFP No...../...../ .....

**Sta**

**Contract for Carrying out work of .....**

**During the period from..... to .....**

THIS AGREEMENT IS MADE ON THIS.....Day of ..... 2023

Between ..... (Partner /Proprietor's Full Name) in habitant/s of....., carrying on business at ..... In ..... under the style and name of Messers ..... for and on behalf of Himself / themselves, his / their heirs, executors, administrators and assigns (Here in after called the Bidder/s') of the FIRST PART

and..... Shri/Smt. .... the Secretary, Urban Development Department in which expressions are included unless such inclusion is inconsistent with the context or meaning therefore include Secretary and any officers of Urban Development Department authorized by the Secretary, Urban Development Department and shall also include their successors & assign / assignee for the time being holding office, of the SECOND PART

WHEREAS the Secretary, Urban Development Department in pursuance of the power vested in him / her, invited RFP for the work of ..... and / or certain work mentioned in the schedule / specification here to annexed.

AND WHEREAS the Bidder/s has/have submitted Tender for the said work and his / their said Tender was accepted by the Secretary with the approval of the Mayor/ Standing Committee/ Execution Committee of the Government on the Terms and Conditions hereinafter specified.

AND WHEREAS the said Bidder/s has/have paid deposit of Rs./ ..... (Rupees.....) in the office of ..... as Performance Security for the due and faithful performance of this contract OR has / have furnished the General Undertaking and Bank Guarantee for Rs...../- (Rupees .....) of Bank, for the payment inter-alia of the said amount of the Performance Security Deposit in the office of ..... for the due and faithful performance of this contract.

NOW THESE PRESENTS WITNESS and it is hereby agreed and declared between and by the parties hereto as follows:-



In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract for works hereinafter referred to. The following documents shall be deemed to form and be read and construed, as part of this agreement viz.

- a. The said RFP and Letter of Intent (LOI)
- b. The Scope of Work
- c. Conditions of Contract as specified in the RFP for Works of the UDD as amended up to date.
- d. Performance Security Deposit
- e. Annexures
- f. Corrigendum/Addendum/Pre-bid clarification
- g. Operator bid
- h. Any other document listed in the annexure as forming part of the contract.

In consideration of the payments to be made by the Secretary to the Bidder as hereinafter-mentioned the Bidder hereby covenants with the Secretary to complete the Works / Supply in all respects with the provision of the contract.

The Secretary hereby covenants to pay to the Bidder in consideration of the completion of the works/ supply the contract sum, at times and in the manner prescribed by the contract.

IN WITNESS WHERE of the parties hereto have caused their respective common seals to be hereto affixed (or hereunto set their respective hands and seals) the day and year above written.

Signed and delivered by the Bidders

.....

.....

In the presence of Trading under the name & style of

.....

Full Name .....

Address .....

.....

.....

Signed by the Secretary in the presence of.....

.....

(1) .....

(1) .....

(2) .....

(2) .....

**Annexure – 12**  
**Initial Implementation & Operation Plan (IIOB)**

In preparing the Initial Implementation and Operational Plan (IIOB), Bidders shall review the RFP in full and understand the Project Scope in its entirety. Bidders can undertake required reconnaissance studies and field level studies to ensure that their IIOB meets the requirements of RFP.

The IIOB shall also be in compliance with the applicable laws, including the CPCB 2019 Guidelines, SWM Rules 2016. The Operator shall on principle follow the IIOB for execution during the entire project period after due approval from competent Authority of UDD. However, the risk of successful project operation and execution shall completely lies with the Operator.

The bidders shall design the IIOB for the Project Scope covering the following items, in not more than 100 pages:

<b>Sl. No.</b>	<b>Components</b>	<b>Weightage</b>
1.	Project Understanding	4
2.	Approach and Methodology for Project Operations	4
3.	Procurement Plan, Equipment, and Manpower Deployment Schedule including organization chart	4
4.	Takeover Plan	2
5.	Monsoon plan	2
6.	Fire Management, Leachate Management Plan & Inert Management Plan if any, QA & QC Plan & EHS Plan	2
7.	MoU/letter from industry to ensure disposal of RDF	2
8.	Disaster Management Plan	2
9.	Action Plan for Complaint Redressal System	3
10.	Implementation Schedule and Action Plan for MIS	4
11.	Monitoring and Reporting plan To UDD	2
12.	Operation & Maintenance Plan	2
13.	Environment, Health and Safety (EHS) Plan	2
14.	Business Plan	3
15.	Risk Assessment	2
<b>Total</b>		<b>40</b>

**1. Project Understanding**

The Bidder shall provide their understanding of the Project with respect to the Project Area and Scope of Work.

**2. Approach and Methodology for Project Operations**

The Bidder shall provide their methodology with timeline for carrying out Project Operations as specified under Project Scope. The Bidder may request for any additional data from the UDD or can generate on his own. The Bidder shall provide a broad process flow chart for Project Operations. The Bidder shall also specify their methodology for segregation of different fractions, leachate management & inert disposal if any. This project strictly aims at zero inert/residue due to processing of legacy waste. The Bidder shall also provide sample calculations for estimating infrastructure and manpower requirement. The Bidder shall adhere to CPCB 2019 Guidelines, the SWM Rules, 2016 and CPHEEO Manual while formulating methodology for Project Operations. A Comprehensive Aggregate Disposal Plan covering activities like Removal, Segregation, Processing, Transportation, Disposal in a scientific manner shall be submitted as well.

**3. Procurement Plan, Equipment, and Manpower Deployment Schedule including organization chart**

The Bidder shall provide Procurement Plan, Equipment (minimum as specified in Clause 2.4) and Manpower Deployment Plan for Project Operations as well as and Installation & Commissioning Plan to achieve Commercial Operation Date (COD). The Procurement Plan shall include the details of Project Asset to be deployed including asset type, capacity, specifications and manufacturer. The Manpower Deployment Plan shall include details on type of manpower (skilled/unskilled/driver), no. of manpower and the source. The Bidder shall provide procurement and deployment schedule in Gantt chart inclusive of replacement of Project Assets during the entire project period. The bidder shall also detail out the Installation & Commissioning Schedule in proper format.

The Bidder shall provide an Organization Chart of their Management Team with clearly defined roles and responsibility. The Bidder shall also specify the educational qualifications and professional experience for each proposed position. The Organization Chart shall be provided from top to bottom in hierarchy as per below format.

Sl. No.	Position	No.	Role and Responsibility	Educational Background	Experience
1					
2					
3					

**4. Takeover Plan**

The Bidder shall provide a Plan for phase-wise takeover or takeover of entire Project Area at once. The Bidder shall provide the Manpower Deployment Schedule and Procurement Schedule to achieve COD as per the Takeover Plan.

**5. Operation Plan in Monsoon Period**

The Bidder shall define the plan of operation and management during the Monsoon period during the Project Period.

**6. Fire and Leachate Management Plan**

The Bidder shall provide their methodology for fire and leachate management at the Landfill. The Bidder can also provide their successful experience in previous projects.

**7. MoU/letter from industry to ensure disposal of RDF**

If Bidder may get some MoU/Letter from one or more industries to show the commitment of timely disposal of RDF.

**8. Disaster Management Plan**

The Bidder shall provide a broad outline for carrying out Project Operations during the time of disaster.

**9. Action Plan for Complaint Redressal System**

The Bidder shall provide a broad outline for setting up Complaint Redressal System. The Bidder shall provide the infrastructure and manpower requirement for the setting up of Complaint Redressal System. The Bidder shall also specify the support required from the BMC in setting up of the System. The Bidder shall propose their innovative ways of effectively dealing with Complaints. The Bidder can also provide their successful experience in previous projects.

**10. Implementation Schedule and Action Plan for MIS**

The Bidder shall conform to the Implementation Schedule as specified in the RFP Document till the achievement of COD with key milestones, critical activities and completion dates. The Bidder shall also provide the Implementation Schedule in Gantt chart.

The bidder shall provide the detailed MIS framework to be implemented for 24\*7 monitoring of the project operations as well as data management.

**11. Monitoring and Reporting to UDD**

Bidder shall explain the regular monitoring and reporting plans about the operations to UDD.

**12. Operation & Maintenance Plan**

The Bidder shall provide a broad outline of Operation and Maintenance of Project Assets and Project Operations. The Bidder shall specify the servicing schedule for each Project Asset.

Sl. No.	Project Asset.	Number	Servicing Detail*	Frequency of servicing**	Frequency of Replacement <sup>§</sup>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

\* Bidder to detail out Asset Servicing like – cleaning, painting, critical spare replacement etc.

\*\* Bidder to detail out the frequency of these servicing as detailed in the previous column against each servicing requirement;

§ Bidder to detail out the frequency of replacement of these assets.

**13. Environment, Health and Safety (EHS) Plan**

The Bidder shall provide a broad outline of EHS Plan for Project Operations. The Bidder shall indicate the environment, health and safety measures proposed to be adopted during the Project Period. The Bidder shall specify the measures for each project activity as per below format.

Sl. No.	Activity	Potential Impact on Environment, Health and Safety	Preventive, Control & Mitigation Measures	Action Plan

**14. Business Plan**

The bidder shall provide a detailed Business Plan in terms of their overall project operations, environmental & social compliances, selling of bio-mined fractions and inert disposal if any. The Business Plan shall include the following structure:

- a) Overview
- b) SWOT analysis
- c) Industry analysis
- d) Market demand analysis
- e) Sales Strategy & Marketing Plan
- f) Operation Plan
- g) Financial Plan along with expected revenue generation for the project period (Financial model to be provided)

**15. Risk Assessment**

Bidder shall identify and assess the risk in the project and suggest the consideration to address those risks for the successful implementation of the project.

**Annexure – 13**  
**Financial Bid Format**

***(To be submitted separately on the Letter Head of the Lead Member/single entity)***

To

Date:

The Secretary  
Urban Development Department  
Government of Sikkim,  
Gangtok-737101

**Sub: Financial Bid for RFP Reference No. .... dated ..... for Biomining of Legacy Waste at the Martam Landfill, Gangtok.**

Dear Sir,

Having gone through this RFP document and the outline terms and condition, and having fully understood the Scope of Work for the Project as set out by the BMC in the RFP document.

- 1) I/We are pleased to inform that I/We would demand the Quote of Rupees .....  
(In words-Rupees .....)  
exclusive of GST as processing fees to process per MT of legacy waste on the project site as per the terms and conditions set out in the RFP.
- 2) I/We agree that the Quote shall not be subject to revision throughout the project period.
- 3) I/We confirm that in case of discrepancy in Figures and Words for the Amount Quoted, the amount quoted in words shall be considered.
- 4) We confirm that, the information submitted in our Financial Bid is complete and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Financial Bid.
- 5) I/We confirm that our Bid shall be valid for a period of 180 (one hundred and eighty days) and we shall extend the Bid validity as desired by the UDD, and it shall remain binding upon us.
- 6) I/We confirm that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- 7) I/We confirm that I/We have examined and have no reservations to the RFP Document, including Addendum issued by you.
- 8) I/We confirm that I/We shall submit the supporting financial model, cost estimate and various financial assumptions in support of this Financial Bid.
- 9) We confirm that we have studied the provisions of relevant Indian laws and regulations required to enable us to prepare this Financial Bid and as required to Design, Build, Operate and Transfer the Project, in the event that we are finally selected.
- 10) I/We confirm that, as per the RFP condition, we shall be obliged to all the terms and conditions of the RFP.

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)

Note: Bidders to note the following while submitting the Financial Bid. The following details shall be produced if requested by the UDD.

- i. The Financial Bid shall necessarily include the assumptions made by the Bidder while arriving at the quoted Financial Bid. The Bidder has to provide details of calculations made in arriving at this Financial Bid. The UDD may examine the details provided and ask for additional information, if required.
- ii. The values in Financial Bid shall be neatly typed. Any handwritten Financial Bid with overwriting shall be liable for rejection.
- iii. The quoted amount must include two places of decimals.

**Financial Bid Annexure-I\*\*\***

Sl. No.	Capital Expenditure (Rupees in Crores)	Capital Expenditure in words (Rupees in Crores)
1.		
Sl. No.	O &M Expenditure (Rupees in Crores)	O &M Expenditure in words (Rupees in Crores)
1.		

Sl. No.	Revenue Generation from sale of bio-mined fractions (Rupees in Crores)	Revenue Generation from sale of bio-mined fractions (Rupees in Crores)
1.		

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)

\*\*\*The values disclosed in the table shall not be considered for determination of the successful bidder. However, the UDD reserves the right to solicit information, computation methodology or any other information for the values mentioned in the table.

Signature of Authorized Person

Name Designation  
(Seal of the Sole Bidder/ Lead Bidder)

**Annexure - 14**  
**Format for Technical Experience**

Sl. No.	Project Name	Client Name	Project period	Project Start Date	Ongoing/ Date of Completion	Total Quantity of waste processed in actual or to process as per the agreement (in MT*)	Average Quantity of waste processed per day (in MT*)
1.							
2.							
3.							
	TOTAL					<i>[sum of total quantity of waste processed or to process in all the projects]</i>	

Date:

(Signature of the authorized signatory)

Name

Designation

Note:

- a. for every ongoing project, submit copy of contract agreement
- b. for every completed project submit the client certificate stating all the above information also as per Clause 2.4
- c. If the Bidder has Work Experience Certificates in volume (meter cube) then 0.8 MT shall be considered to be equal to 1 meter cube for evaluation purposes.



**Annexure – 15**  
**Statement of Legal Capacity**

**(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium/ JV)**

Ref.

Date:

To

The Secretary  
Urban Development Department  
Government of Sikkim  
Gangtok-737101, Sikkim

Dear Sir,

We hereby confirm that we/ our members in the Consortium/JV (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (Insert member's name) shall act as the Lead Member of our consortium.\*

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

Thanking you,

Yours faithfully,  
(Signature, Name and designation of the authorized signatory)  
For and on behalf of.....

*\* Please strike out whichever is not applicable.*

**Annexure – 16**  
**Joint Bidding Agreement**

***(To be executed on Stamp paper of Rupees 100 (One Hundred) value)***

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ....., 20.....

**AMONGST**

1. {... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at ..... (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns).

The above-mentioned parties of the FIRST and SECOND are collectively referred to as the “Parties” and each is individually referred to as a “**Party**”

**WHEREAS**

- B. Urban Development Department by its Secretary having its principal office at Gangtok, Sikkim (hereinafter referred to as the “UDD” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “Bid”) by its Request for Proposal No. .... dated ..... (the RFP”) (the “Project”) through Management Contract.
- C. The Parties are interested in jointly bidding for the Project as members of a Consortium/JV and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- D. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning as specified thereto under the RFP.

**2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates

**3. Covenants**

The Parties hereby undertake that in the event the Consortium/JV is declared the Successful Bidder and awarded the Project, it shall incorporate the Special Purpose Vehicle (the SPV) under the Indian Companies Act, 1956/2013 registered at Gangtok for entering into a Management Contract with the UDD and for performing all its obligations as the Operator in terms of the Management Contract for the Project.

#### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Technical Member acting as the Lead Member of the Consortium/JV and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium/JV during the Bidding Process and until the Appointed Date under the Management Contract when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be the Other Member of the Consortium/JV

#### **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement.

#### **6. Shareholding in the SPV**

- 6.1 The Parties undertake that the Lead Member (the "Lead Member") shall have an equity share holding of at least 51 % (fifty-one per cent) of the paid-up equity of the SPV.
- 6.2 The Parties agree that the proportion of shareholding among the Parties in SPV, shall be as follows:  
First Party:  
Second Party:
- 6.3 The Parties undertake that they shall comply with all equity lock-in requirements and minimum shareholding set forth in the RFP.

#### **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and UDD to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and UDD to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and shall not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, contract, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

**8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Project Completion is achieved under and in accordance with the RFP, in case the Project is awarded to the Consortium/JV. However, in case the Consortium/JV is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement shall stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the UDD to the Bidder, as the case may be.

**9. Miscellaneous**

- i. This Joint Bidding Agreement shall be governed by laws of India.
- ii. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the BMC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  
For and on behalf of

SIGNED, SEALED AND DELIVERED  
For and on behalf of

LEAD MEMBER by:

SECOND PART by:

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**Notes:**

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and UDD to execute this Agreement on behalf of the Consortium/JV Member.

**Annexure – 17**  
**Waste Characterization**

Sl. No.	Physical Composition	Quantity (in Kgs)	%
1	Biodegradable (Food & Vegetable waste)	8.5	14.16
2	Paper	4.0	6.666
3	Plastic	9.0	15.00
4	Pet bottles / Styrofoam/Thermocol	2.0	3.333
5	Glass	1.5	2.500
6	Tetra Pack	2.5	4.166
7	Ferrous Metals (Iron/Steel)	2.5	4.166
8	Non-ferrous (Aluminium)	2.0	3.333
9	Leather	1.5	2.500
10	Rubber	1.0	1.666
11	Cloths/Rags	3.5	5.833
12	Coconut Shells	1.5	2.500
13	Banana leaves/stems	1.0	1.666
14	Wood	2.5	4.166
15	leaf/ Horticulture	4.5	7.500
16	Inert (Sand/Soil/Ash)	6.0	10.00
17	Construction & Demolition Waste	2.0	3.333
18	Household E-Waste (Batteries/ Tube-lights)	2.5	4.166
19	Sanitary Waste /Diapers	2.0	3.333

**Annexure – 18**  
**Insurance Requirements**

Insurance requirements are as under:

Sl. No.	Type of Cover	Minimum Cover of Insurance
(i)	Works and of Plant and materials	Contract Price plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance	
	(a) for Third Party	Rs 50.00 Lakhs per occurrence with number of occurrences unlimited
	(b) for Operator's employees or labour	In accordance with the statutory requirements applicable to Sikkim
(v)	Other insurances	As per contract requirement

**Annexure – 19**  
**Letter of Intent (Letter Head of UDD)**

\_\_\_\_\_ [date]

To:

[Name and address of the Operator]

Dear Sir(s)

This is to notify you that your Bid dated \_\_\_\_\_ for work Mining of Legacy Waste and Recovery of Land at the Martam Landfill, Gangtok on Build Operate and Transfer Basis “[insert name of the work ]” on item rate basis involving execution of works \_\_\_\_\_ [Name of the contract and RFP reference number] for the processing fees per MT of legacy waste of Rupees ( \_\_\_\_\_ ) \_\_\_\_\_ [amount in words and figures], as corrected and modified in accordance with the Instructions to Bidders<sup>1</sup> is hereby accepted by our Agency.

We note that as per bid, you do not intend to subcontract any component of work (Or)

We note that as per bid, you propose to employ \_\_\_\_\_ as sub-contractor for executing

\_\_\_\_\_  
(Delete whichever is not applicable)

You are hereby requested to furnish Performance Security in the form detailed in Clause 3.3 (a) for an amount of Rs ( \_\_\_\_\_ ) within 15 days of the receipt of this letter of acceptance and sign the contract failing which action as stated in Clause 3.3 (b) will be taken.

Yours faithfully,

Secretary

Urban Development Department

**Annexure – 20**  
**Issue of Notice to Proceed with the Work (Letterhead of UDD)**

\_\_\_\_\_ Date:

To

\_\_\_\_\_ (name and address of the Operator)

\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in Clause 3.3 (a) and signing of the contract agreement for the work Mining of Legacy waste and recovery at the Martam Landfill, Gangtok on Build Operate on Transfer Basis “[insert name of the work]” on item rate basis involving execution of works @ a Bid Price of Rs. \_\_\_\_\_ (In words \_\_\_\_\_) per MT of legacy waste, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Secretary  
Urban Development Department



**Annexure – 21**  
**Format for Agreement with Cement Plant**  
***(To be executed on Stamp paper of Rupees 100 (One Hundred) value)***

THIS AGREEMENT is entered into on this the ..... day of ....., 20.....

**AMONGST**

1. {... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns), through its duly authorized representative, \_\_\_\_\_ and who is duly authorized/ empowered to sign and execute this AGREEMENT

**AND**

2. {... Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns), through its duly authorized representative, \_\_\_\_\_ and who is duly authorized/ empowered to sign and execute this AGREEMENT

The above-mentioned parties of the FIRST and SECOND are collectively referred to as the “Parties” and each is individually referred to as a “Party”

**WHEREAS**

The first party has its cement plant at (location and address) and is operating the plant since \_\_\_\_\_ (Year) and accepting RDF of required quality as per standard applicable to cement plant.

ANDWHEREAS the Second Party has own the bid for Biomining of Legacy Waste at the Martam Landfill, Gangtok through competitive bidding process.

ANDWHEREAS the Second Party has a commitment towards disposal of minimum 50,000 MT of RDF, a fulfilment towards minimum eligibility criteria to sign the agreement with its client Urban Development Department, Government of Sikkim.

NOWTHEREFORE the First Party with approval of its competent Authority agreeing to receive the recovered RDF with approved quality and standard as applicable to cement plant on following terms and conditions.

**TERMS AND CONDITION OF THE AGREEMENT**

- 1.
- 2.

IN WITNESS WHEREOF BOTH THE PARTIES signed and executed this agreement in presence of the following witnesses at \_\_\_\_\_ (place name) on \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**WITNESSES**

- (1) (Authorized Signatory of the First Party)
- (2) (Authorized Signatory of the Second Party)