

: DIGWA:SHANKARFUR DEVELOFMENT AUTHORITY:

#### ONLINE REQUEST FOR PROPOSAL(RFP) NO. : 016/DSDA/ OF 2024-2025

# Name of Scheme : Bio-mining of legacy waste and land reclamation of dumpsite utilising scientific method located at Digha site under Digha Sankarpur Development Authority.

Online Request for Proposal (RFP) through <u>**Two Bid System</u>** on behalf of the Digha Sankarpur Development Authority are hereby invited from reliable, resourceful, bonafide and experienced firms / companies / individual contractors having experience & capability in executing projects of Solid Waste Management (SWM) work in any Government / Semi Government / Undertakings / Autonomous / Statutory bodies /Local bodies within the last 05 (Five) years from the date of issuance of this Request for Proposal, the work of "Biomining of legacy waste and land reclamation of dumpsites utilising scientific method located at Digha under Digha Sankarpur Development Authority on turnkey basis".</u>

Sl. No.	Name of Work		Earnest Money Deposit (Rs.)	Time of Completion
		the work (Rs.)		<b>r</b>
01	Bio-mining of legacy waste and land reclamation of dumpsites utilising scientific method located at Digha under Digha Sankarpur Development Authority on turnkey basis.	Rate to be quoted	2% of the quoted Amount. Initial EMD shall be submitted Rs. 2,00,000/- and balance of 2% if any shall have to be deposited on acceptance of bid.	(including machineries installation

NOTE I :Maximum of 15 (Fifteen) days will be given for installation of machineries etc. and installation of real time monitoring system, including trial run. The agency to start the work of biomining physically within 20(Twenty) days from the date of issue of Work Order, without which penal action will be taken against the selected agenc.

Corrigendum/addendum if any would be published on the website only.

#### 2. Schedule of Dates :

S1. No.	Activity		Date & Time
1	Date of Issue of NIT	:	<u>09.08.2024</u>
2	Document download start date	:	09.08.2024 at 6.00 P.M.
3	Document download end date & time	••	30.08.2024 upto 3.00 P.M.
4	Pre-bid meeting in the Office Room of the Executive Officer, DSDA, Digha 30		13.08.2024 at 2.00 P.M.

5	Bid submission start date	:	13.08.2024 at 4.00 P.M.
6	Last date of online submission of <b>Technical</b> <b>Bid</b> and <b>Financial Bid</b> .	:	30.08.2024 upto 3.00 P.M.
7	Opening of Tender <b>Technical Bid</b> at the office of the Executive Officer, DSDA	:	<u>02.09.2024</u> at 3.00 P.M.
8	Opening of Tender <b>Financial Bid</b> at the office of the Executive Officer, DSDA	:	Will be informed later.
9	Validity of bid	•	30 days w.e.f the date of publishing this NIT
10	Completion Period of the work	••	<b><u>02(Two) month</u></b> w.e.f the date of issuing work order
11	Financial Bid	••	Rate shall be quoted in Item BOQ.
12	E-Tender registration and bidding	•	<ul> <li>ONLINE BIDS: The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below :</li> <li>Agencies/Bidders who are interested in participating DSDA's e-tenders are requested to contact the representatives of NIC for registration, computer setting and clarification on e-tendering.</li> <li>Training on e-tender can also be availed from Office of the EO, DSDA if desired by the bidder during office hours.</li> <li>Online Tenders can be submitted by logging in <u>www.wbtenders.gov.in</u> or through the official website of DSDA i.e. <u>www.dsda.org.in</u></li> </ul>
			The Bidders are required to submit the Technical and Financial Bid documents ONLINE i.e. uploading of the documents complete in all respect by following the Online Bid submission procedure.
13	Training on E-Tender	:	Training on e-tendering will be given to the bidders on request.
14	Engineer-in-Charge of the Work	:	Executive Engineer, DSDA.
15	Tender Accepting & Payment Authority	:	Executive Officer, DSDA

16	Important Instructions	:	• Names of the technically qualified
2			bidders as per the bid criteria after verification with original & evaluation will be displayed in the e-portal, this
	8		office notice board and official website.
			• The financial bid documents of the
			technically qualified bidders will only be opened.
			List of Financial comparison chart
-			of bidders will be published on the
	i i		next day after opening. EO DSDA
			reserves the right to reject or cancel any
			or all pre-qualification documents and
	2		bid document without assigning any
			reason's whatsoever
			• All duties, taxes, royalties, cess,
			including 1% Cess under W.B. Building and other Construction
			Workers (Regulation of Employments
			& Condition of Service) Act, 1996],
~			toll, taxes and other levies payable by
			the Contractor under the Contract to
			the State / Central Government for
			any other cause, shall be included in the
			rates, prices and total Bid price
			submitted by the bidder. 1% Cess under
			W.B. Building and other Construction
			Workers (Regulation of Employments & Condition of Service) Welfare
			Cess Act, 1996 will be deducted
			from the running bills.
			• The intending bidders are requested to
			inspect the work site before quoting
			their rates.
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The Executive Officer Digha Sankarpur Development Authority & Spl. Officer, U.D.&M.A. Deptt.

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#### 3. Scope of work :

- **3.1.1.** DSDA wants to engage Management operator for Bio mining of legacy waste located at Digha Dump Site under DSDA. The Operator (also referred as "Bidder") is expected to install plant and machinery of required capacity for biomining of the existing legacy solid waste and subsequently reclaim the land. Broadly, the Project involves the reduction and/ or removal of the unprocessed legacy mixed waste and land reclamation through bio-mining as per guidelines for disposal of legacy waste (old solid waste) by CPCB, advisory on landfill reclamation by CPHEEO and SWM Rules, 2016, but is not limited to excavating compacted mixed solid waste which underwent biological degradation, by using bio-culture and suitable Mechanical Sieving Machine or any other equipment and taking all the materials excavated, in the assigned land area and retrieving, recoverable materials and segregating, sorting, selling, storing, diverting for recycling the excavated materials and final disposal of inert and/or hazardous material if any.
- **3.1.2.** The contractor shall submit detailed process design of processing units to be installed at site. Number of units (Trommel/Vibrating Screen etc) shall be designed based on quantity of waste to be processed, capacity of each unit and completion period. Rainy season shall be deducted from completion period while determining no of processing units to be installed at site. The working hours shall not be more than 12 hours a day for design purpose.
- **3.1.3.** The operator shall survey thoroughly to determine the area of dumpsite, quantity of legacy waste, characterization of legacy waste and fresh waste to finalize the process flow chart and shall be approved by the EIC prior to start of execution.
- **3.1.4.** The contractor would be liable to bring in all equipment (such as trommel, excavators etc.), personnel and consumables (fuel etc.) at his cost.
- **3.1.5.** Removal of legacy waste and fresh waste (with a variation of up to approx. +/-30%) dumped at the dumpsite through Bio-mining process within completion period and disposing the material retrieved from the legacy waste to the recycle/identified vendors without stocking them at site for not more than 60 days, including the cost of Electrical consumption, manpower, machineries, bio culture and required field arrangements and finally reclaiming the land occupied by the legacy waste to the useful purpose of Kolkata Metropolitan Development Authority/ULBs. It is further specified that not more than 10 (ten) percent inert disposal (out of the total quantum of legacy waste) at dumpsites shall be allowed.
- **3.1.6.** The contractor will set up his plant within or adjoining the dumpsite, depending on local conditions. The worksite should be clearly demarcated and fenced off with proper guarded entry and exit.
- **3.1.7.** The facility should be covered under 24 hours CCTV surveillance and there should be a mechanism for independently verifying trucks/dumpers entering and exiting the plant. There should also be a mechanism for independent assessment of the amount of waste entering the plant and amount of different fractions exiting the facility. The bidder shall make necessary material balance every week at processing facility and weekly report shall be submitted to the authority. These figures would be used for the purpose of payment to contractor.

- **3.1.8.** It would be the responsibility of the contractor to dispose of the different fractions (output from the plant) at his own cost.
- **3.1.9.** For setting up plant equipment and machineries no extra land beyond dumpsite area will be provided by DSDA.
- **3.1.10.** The operator shall develop an App compatible with android smart phone for real time monitoring and control of entire Bio-mining and land reclamation process.
- **3.1.11.** The contractor would also be required to maintain all safety equipment on site and be responsible for the safety of all workmen at site.
- **3.1.12.** In any cases inert materials shall not be more than 10%. The inert materials may be disposed of within 10% area of dumpsite as per the CPCB Guidelines for disposal of Legacy Waste/advisory on landfill reclamation issued by the CPHEEO/Solid Waste Management Rules, 2016. In those cases, where this is not feasible or not permissible to dispose of within the dump site it is the responsibility of the bidder to dispose of the same safely outside the dump area at his own cost and risk.
- **3.1.13.** Disposal of the recovered material from the legacy waste to the identified vendors without stocking them at site for not more 15 days. List of certain vendors are available in the web site of WBPCB. Bidder may find other vendors with prior approval of the authority.
- **3.1.14.** The Operator shall disintegrate the legacy waste for Bio mining process using the required Bio culture.
- **3.1.15.** The Operator shall execute the bio mining process to the legacy waste in complete adherence to the rules and regulation of the West Bengal Pollution Control Board (WBPCB), CPCB Guidelines for Disposal of Legacy Waste, CPHEEO advisory on landfill reclamation, SWM Rules, 2016, Guidelines on Usage of Refuse Derived Fuel in Various Industries by CPHEEO, and all other applicable rules and regulations.
- **3.1.16.** The bidder should use methods and processes to stabilize of the open dumpsite, control of foul odor and other such eco-friendly and nonpolluting processes for minimizing the impact of the bio mining activity in the adjacent areas of the dumpsit.
- **3.1.17.** The bidder should use methods and processes to excavating the soil which lost its stability due to legacy waste dumping with necessary dewatering works in the portion of the land earmarked and segregate the excavated legacy waste in the land portion earmarked, into as many kinds and categories as possible.
- **3.1.18.** Selling, diverting for recycling, marketing and recycling the excavated materials within 15 (fifteen days) of segregation, without any accumulation in the storage facility at the project site will be the responsibility of the bidder.
- **3.1.19.** The Operator should provide all necessary facilities and arrangements for extraction or removal of any type of gases from the legacy waste, if any, before bio-mining, strictly in adherence to the Solid Waste Management Rules, 2016and other statutory guidelines issued by the Government.
- 3.1.20. All work should be done as per the Guidelines for disposal of Legacy Waste (Old Municipal Solid Waste) published by CPCB in February' 2019. In conjunction, the agency should comply with the advisory on landfill reclamation issued by CPHEEO and Guidelines on Usage of Refuse Derived Fuel in Various Industries by CPHEEO.

- **3.1.21.** Creation and maintenance of infrastructure, facilities and amenities at Bidder's risk and cost, for sieving the excavated legacy waste and storing the segregated materials before selling/taking out them from the project site.
- **3.1.22.** The bidder shall Construct office room facilities for the Project, make necessary arrangement for water supply and power supply at the site.
- **3.1.23.** The bidder shall carry out the entire project work in accordance with the detailed plan of action submitted by bidder
- **3.1.24.** The Bidder should conduct a Drone Survey at their own cost. Initial and final contour level survey for determination of volume of waste has also to be done by the bidder at their own cost.
- **3.1.25.** The Operator is required to submit the action plan for bio mining operations during monsoon season and during emergencies.
- **3.1.26.** Deployment of necessary manpower, materials, equipment, tools and construction of plants and sheds and creation of facilities for handling, separating, segregating, storing and weighing facilities for the operation of the plant and using only covered body vehicles for the transportation of materials taken out not limited.
- **3.1.27.** Installation of trommel of required sieve sizes, shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys.
- **3.1.28.** Engaging chain dozer/Excavator and loosening the legacy waste.
- **3.1.29.** Spraying the bio culture over the loosened partially degraded legacy waste and to stabilize the same.
- **3.1.30.** Spraying deodorizer over the waste as required controlling odor.
- **3.1.31.** Shifting and loading of the legacy waste into the hopper and segregating the materials size wise and type wise by engaging the manpower on both sides of conveyors with proper safety precautions.
- **3.1.32.** Processing the legacy waste on everyday basis and segregating the recyclables material and the enriched soil, debris like stone etc. Shredding of the remaining non saleable RDF material with plastic etc. which has the calorific value of at least 1500kcal/kg and converting them to RDF.
- **3.1.33.** Windrow making of partially degraded wastes for stabilization.
- **3.1.34.** 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. List of vendors are available in the website of WBPCB, the bidder may utilize the same for utilization of recyclable materials. The bidder may also provide their own tipper lorries but those should be registered in the DSDA system.
- **3.1.35.** Other wastes like Hazardous Waste, E-Waste; Bio-medical Waste and Construction & Demolition Waste shall be managed by the Operator as per the guidelines under the relevant rules & regulations as amended from time to time.
- **3.1.36.** Monitoring and recording all the activities to account for the quantity and quality of recovered materials.
- **3.1.37.** Create all facilities and make arrangements for controlling the emission, pollution and contamination of the environment including but not limited to control of dust, colur, air quality, water quality and noise pollution.
- **3.1.38.** The Bidder shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
- 3.1.39. Setting up of provision for safe leachate collection, storage, reuse and

recirculation and treatment within the dump yard. Onsite treatment, if possible, shall be done by the bidder. Otherwise the leachate to be safely disposed by the bidder to the nearest Sewerage Treatment Plant (STP) for further treatment.

- **3.1.40.** Operator should provide sufficient machineries/equipment to clear the dumpsite as per the timelines mentioned in this tender document.
- **3.1.41.** Providing security arrangement for the plan project site, machineries, equipment etc.
- **3.1.42.** 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.
- **3.1.43.** The Operator shall be responsible for the design of the Works and it needs to be approved by DSDA authorities.
- **3.1.44.** DSDA's approval shall not alter the Operator's responsibility for design of all the project's work including Temporary Works.
- **3.1.45.** The Operator shall obtain approval of third parties for the design of the temporary works where required. "Third party" here refers to any other external/specialized agencies hired for/engaged by the bidder for implementing a temporary work.
- **3.1.46.** The Operator shall submit the working Drawings for all the works under the contract as applicable or required.
- **3.1.47.** 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.
- **3.1.48.** The Operator shall be responsible for the safety of all activities on the Site.
- **3.1.49.** Anything of historical, anthropological, geological or other interest or of significant value unexpectedly discovered on the Site is the property of DSDA. The Operator is to notify DSDA of such discoveries and carry out the DSDA's instructions for dealing with them
- **3.1.50.** The Operator shall allow any person authorized by the DSDA to access 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.
- **3.1.51.** The Operator shall carry out all instructions of the DSDA which comply with the applicable laws where the Site is located.
- **3.1.52.** Carry out the work in accordance with the provisions of the Solid Waste Management Rules, 2016, amended from time to time and all other applicable rules & regulations at the cost of the Bidder.
- **3.1.53.** Obtaining all required clearances from all statutory authorities at the cost of the Bidder.
- **3.1.54.** The Bidder shall be responsible for the electrical energy consumption process and the Bidder shall be responsible for the electrical cost during installation stage and Operation stage for the entire project tenure.
- **3.1.55.** The Bidder shall be responsible for the payment towards fleet management in order to dispose the material recovered from the legacy waste.
- **3.1.56.** The compost/ good earth recovered shall be weighed and thereafter the Operator is free to sell it.
- 3.1.57. The Bidder shall scientifically dispose the inert not exceeding 10 (ten) percent

of the total quantum of legacy waste at the location specified by DSDA in accordance with provisions of the Solid Waste Management Rules, 2016, amended from time to time and all other applicable rules & regulations. All transportation cost has to be borne by the bidder.

- **3.1.58.** The bidder has to transport the segregated output to the processing plant at its own cost.
- **3.1.59.** The land shall be reclaimed to its original state prior to dumping of waste i.e., all the legacy waste must be removed till it reaches the surface of the original land as per the official map/records.
- **3.1.60.** The Bidder shall maintain a record of the daily processed legacy waste measured in the Weigh Bridge. The Operator shall also keep proper record of the all the legacy waste recovered and disposed of. The Bidder shall prepare all periodical reports, applicable to the Projects, as may be required by Lenders, other stakeholders or the State Government etc. on behalf of DSDA.
- **3.1.61.** The bidder has to take up the work from multiple sites at the Different legacy waste Dumping ground.
- **3.1.62.** The Bidder has to carry out contour survey every month for monitoring volumetric reduction of existing dump and contour survey reports shall be submitted along with every monthly bill clearly showing monthly volumetric reduction of existing legacy waste.
- **3.1.63.** Other works as per as instructed by the authority.

#### 4. Obligation of the bidder :

- i) Prior to the start of project operations, the Bidder shall be responsible for obtaining all statutory clearances, permission, licenses, and authorizations necessary for the Project at their own cost and Digha Sankarpur Development Authority shall provide the assistance accordingly.
- ii) The Bidder shall make the necessary changes in the work plan and finalize it as per discussions with DSDA.
- iii) Construction and erection of the plant and creation of other allied facilities shall be completed within due time from the receipt of Letter of Acceptance/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.
- iv) The Bidder shall set up & operate treatment plant for effluents etc. if required, within the limit of dump yard only. All the facilities required by applicable law and to meet scope & conditions of this contract shall be set up by the Operator.
- v) It is the sole responsibility of the Bidder to dispose of the rejects/inert generated during the process. Byproducts 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 anyway form the part of inert waste.
- vi) The inert waste disposal plan shall also be proposed by the Bidder which shall include identification of an inert waste disposal area outside the dumpsites. Inert for Operator would mean non-biodegradable, non-recyclable and non-combustible fraction.

- vii) The Bidder has to obtain all required permissions/NOCs (Consent to Establish, Consent to Operate etc.) from various authorities like West Bengal Pollution Control Board (WBPCB), in order to process existing Solid Waste dumped at various dumpsite across West Bengal. DSDA may assist the Operator in obtaining these permissions and provide requisite NOCs wherever required without any delays.
- viii) The Bidder shall process the legacy waste on a daily basis and the final archive shall not be kept for more than 15 days within the Project Site.
- ix) The Bidder shall ensure that all the aspects of project and process employed, for Bio- mining thereof shall confirm with the laws pertaining to environment, health and safety aspects including rules such as Solid Waste 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.
- x) The Bidder 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.
- xi) The bidder shall dispose of all the fractions obtained from booming of legacy waste. RDF need to be disposed off regularly. No excuse for disposal of RDF shall be allowed.
- xii) Arrangement of water and electricity required for the project shall be the responsibility of the Bidder at their own cost. DSDA shall provide assistance in this regard. However, the cost of usage shall be paid by the Operator as per actual based on appropriate meter readings from the meters installed.
- xiii) The Bidder shall not be permitted to use the Authority 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.
- xiv) The agency is to submit the progress report to DSDA 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.

## 5. Environmental Standards :

- i) The Operator has to follow the Environmental Standards and Guidelines as mentioned below : Frequency of Environmental parameter like Air Quality Monitoring, Water (Ground and Surface) Quality Monitoring, Odour Monitoring, Noise Monitoring shall be one month.
- **ii)** Air Quality Monitoring: As per Solid Waste Management Rules, 2016 or amendments thereafter with respect to baseline site parameters.
- **iii)** Noise Monitoring: As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.
- iv) Leachate Treatment must be made as per Solid Waste Management Rules, 2016 or amendments thereafter with respect to baseline site parameters.
- v) Odour Monitoring: As per Central Pollution Control Board guidelines, odour pollution & its control or amendments thereafter with respect to baseline site parameters.
- vi) Water Quality Monitoring: As per Solid Waste Management Rules, 2016or amendments thereafter with respect to baseline site parameters.
- vii) Aggregate Disposal: As per Solid Waste Management Rules, 2016 or amendments thereafter with respect to baseline site parameters.

- viii) Guidelines for Disposal of Legacy Waste published by the Central Pollution Control Board (Ministry of Environment, Forest and Climate Change, Government of India), Parivesh Bhawan, CBD cum Office Complex, East Arjun Nagar, Shahdara, Delhi – 110 032 in February, 2019.
  - ix) The Operator has to make all the necessary arrangement for 24x7 real time monitoring of environmental standards to the extent possible.
  - **x)** The Operator may appoint a Professional Consultant/Company approved by the Ministry of Environment Forest and Climate Change/NABET to achieve these standards.
  - **xi)** The Operator shall segregate any Hazardous waste [as defined in Hazardous and other waste (Management and Trans- Boundary movement) Rules 2016, existing inside the site and separately earmarked. It is the responsibility of the bidder to dispose of the same at WBPCB's approved sites in accordance with Hazardous and other waste (Management and Trans- Boundary movement) Rules 2016 or amendments thereafter.
- xii) 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. All cost regarding firefighting has to be borne by the bidder. However, in case of major fire incidence, DSDA 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.
- **xiii)** Necessary testing as per latest CPCB guideline, CPHEEO advisory and solid waste management rules shall be done by the operator. Permissible values shall be as per relevant IS standard/CPCB Guideline/CPHEEO advisory/Solid Waste Management rules. Lab set up cost/Testing Cost has to be borne by the bidder.
- **xiv)** The Operator shall ensure that material which is to be transported for disposal after scientific processing is not dumped at the Dumping Ground. They can make necessary arrangement like fencing or any other suitable arrangement as directed by DSDA authority to prevent such events.
- **xv)** The bidder should consider the revenue generated by selling any recoverable material at the time of bidding.
- **xvi)** Provision for building ancillary facilities: In case the Operator is required to set up ancillary facilities at site like Fuel storage, DG set etc., DSDA may assist the Operator in getting the same installed at site for period of contract only. However, 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". DG set may be required in case of electricity failure to maintain the minimum service and amenities.

## 6. Role of DSDA :

i) DSDA shall handover the dumpsite to the Operator as per the approved Work Plan. After completion of contract period (extended period as the case may be), within 1 month, the bidder has to remove the plant, machineries, equipment from the site and clear the area. There will be no lease of land to the operator nor is he permitted to raise money mortgaging the land. Operator can use the land for the purpose of this project only till contract period or termination of contract whichever is earlier.

- **ii)** DSDA may provide water tanker at site against charges.
- **iii)** The Authority which uses the dumpsite would hand over possession of the site to the contractor, irrespective of the title of the land to enable him to set up the plant and process the waste.
- iv) DSDA shall approve the process flow sheet, Work Plan submitted by the Operator within a period of 21 days from the date of submission.
- **v)** If additional land is required for future expansion of the processing plant, the Operator shall use the land which is recovered (up to a maximum of 10%) with prior approval of DSDA.
- vi) The Operator shall, in consultation with DSDA, earmark an area within the dumpsite for deposition of fresh solid waste as and when deemed necessary by DSDA. All Fresh Solid Waste shall be dumped in the designated dumpsite only at designated locations based on discussions and plan layout discussed between the Bidder and DSDA. The Bidder shall not be forced to process the fresh waste as and when it is dumped. Processing of fresh waste is beyond the bidder's scope. However, it would be responsibility of the Bidder to accept processing of fresh waste when it has considerably decomposed and can be called as legacy waste at the end of the contract period or any time deemed fit. Such a quantity can be further deemed as a part of this Contract quantity. However, there shall be no revision in price quoted by the successful bidder.
- vii) DSDA may facilitate all forms of support to the successful bidder for obtaining certification/statutory clearances required for accessing water, electricity and other utility services.
- viii) The DSDA shall provide and hand over an encroachment free legacy waste dump site of required area.
  - **ix)** DSDA shall also provide approach road, Water Connection, Street Lighting up to the outside of boundary line of legacy waste dumping site.
  - **x)** DSDA shall make arrangement for collecting, transporting and dumping of their daily fresh solid waste at a separate place may be within the dump site, but in no way the fresh waste be allowed to mix with the legacy waste.
  - **xi)** DSDA should not dump Septic tank Sludge in the vicinity where legacy waste processing works are being/ will be carried out.
- **xii)** Provide assistance to the agency towards getting any types of clearance/ NOC or electric / water connections etc.
- xiii) DSDA will also ensure whether operations in the legacy waste plant are going on as per SOP mentioned in the Agreement and as per relevant guidelines in the SWM Rule 2016, PWM Rule 2016, and Directives of Hon'ble NGT and CPCB/ WBPCB and CPHEEO guideline enforced time to time.
- **xiv)** Since payment to the Agency is based on Tipping fee, per Ton of the input legacy waste, it is absolutely mandatory on the part of DSDA to verify and authenticate on the body of each bill so generated and scientifically disposed of from site. DSDA shall certify the quantity of legacy waste processed and different fractions (Inert, Good earth & RDF) disposed off from site.
- **xv)** Daily supervision of site work, measurement records of work done, preparation / checking of Bills raised/submitted by agency.
- xvi) Recording of all relevant documents specially processed materials and disposal details.
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# **INFORMATION TO THE BIDDERS(ITB)**

## 1. Request for Tender

Request for tender paper is to be placed online only through the Website <u>www.wbtenders.gov.in</u>

#### 2. Submission of Tender

The tender will be submitted in two bid system i.e. Technical bid & Financial bid.

## 3. Pre-bid Meeting:

It is expected for the sake of nature of the work that the willing bidder should remain present in the Pre-bid meeting.

## 4. Online Bid submission procedure :

- i) Registration of Contractor: Agencies/Bidders who are interested in participating DSDA's e-tenders will have to be enrolled & registered with the Government e-Procurement system, through logging on to <a href="https://etender.wb.nic.in">https://etender.wb.nic.in</a> They are requested to contact to the toll free Help-line No. 1800 3070 2232 of National Informatics Centre for registration, computer setting and other clarification on e-tendering.
- ii) Digital Signature certificate (DSC): Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) having Signing and Encryption certificate for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.
- **iii)** The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website <u>www.wbtenders.gov</u> in using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- **iv)** Submission of Tenders: General process of submission, Tenders are to be submitted through online to the stipulated website in two folders at a time for each work, one in Technical Bid & the other is Financial Bid before the prescribed date & time using the Digital Signature Certificate(DSC). The documents are to be uploaded duly digitally Signed. The documents will get encrypted(transformed into non readable formats).

## 4.1 TECHNICAL BID

# **Technical Proposal :**

The Technical proposal should contain scanned copies of the following in two covers (folders).

## (a). Technical Cover Containing the following documents

- i) N.I.T. (download properly and upload the same Digitally Signed)
- ii) Bidders file (All Forms and Annexure)
- (b). My Document[OID Cover] Containing :

All mandatory documents.

# 4.1.1 Receiving documents :

Relevant tender documents must be uploaded online for participating in this tender. If the mandatory documents are not submitted online within the stipulated date & time, then bid of the applicant shall summarily be rejected and the bid offer shall not be opened. The Details of Mandatory Documents are given below :

# Mandatory Documents :

i) Name and address, registration in<sup>30</sup>detail of Firm / Company / Agency with

name of proprietor or partner etc.

- ii) Application Form with Annexure –I, II & III
- iii) Completion Certificate with BOQ in <u>Form I</u> and details of project/job under any Government / Semi Government / Undertakings / Autonomous / Statutory bodies and Local bodies, with requisite single tender value.
- iv) Income Tax return of last financial year.
- **v)** PAN Card.
- vi) Trade License.
- vii) Latest Professional Tax return.
- viii) GST registration certificate.
- ix) Latest GST return.
- **x)** Credential Certificate.
- xi) Completion Certificate. It is noted that **Payment certificate will not be treated as** credential.
- **xii)** Valid ESI Registration.
- xiii) Valid PF Registration with up-to-date return.
- xiv) Bank Solvency Certificate, minimum value Rs. 1,00,00,000/-(Rupees One Crore only) or above mentioning RFP No. & date in the Certificate.
- xv) List of projects undertaken during last five years.
- xvi) Details of Plant & Machineries with supporting papers available with the tenderer.
- **xvii)** Details of Technical Personnel with supporting papers available with the tenderer.
- xviii) Audited Balance Sheet of last three financial years(authenticated by Chartered Accountant) and <u>Form – II</u> for establishing average Annual Turnover in contractual business.
- **xix)** Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter.
- Note: The tender will be summarily rejected if any of these documents are not submitted online. Original documents shall have to be shown if required by the authority.

# 4.1.2 Additional Documents :

- i) Registration details with any Government or Semi-Government or other organization.
- **ii)** Relevant documents of important similar Projects in hand/projects completed in the last 5 years.
- iii) Documents of proof of ownership or hire of the machineries/equipments.
- iv) Any other information to indicate Technical management competence.

# 4.1.3 Earnest Money Deposit (EMD) :

Traditional procedure of depositing EMD through off-line instruments like Bank Draft, Pay- order, Bankers Cheque etc. has been completely dispensed with for all etenders/e-procurements of the State Government, w.e.f 1st September, 2016. Intending bidders desiring to make payment of earnest money (EMD) on-line, should beforehand read the instructions carefully, particularly in the challan generated by the system of e-tender/e-procurement, if opted for EMD payment through RTGS/NEFT.

# A) Login by bidder :

- a) A bidder desirous of taking part in a e-tender invited by a State Government shall login to the e-Procurement portal of the Government of West Bengal using his/her login ID and password using valid DSC.
- b) He/she will select the e-tender to bid and initiate payment of pre-defined EMD for that e-tender by selecting from either of the following payments modes :
  - i) Net-Banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway;
  - ii) Off-line payment through bank accounts in any Bank approved by RBI in India by generating NEFT/RTGS challan from the e-tendering portal.

## B) EMD payment procedure :

- a) Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway :
- i) On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to do the EMD on-line transaction.
- ii) Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.
- iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
- iv) If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank for collection of EMD against unique codes for identification of the tendering authority.
- v) If the transaction is failure, the bidder will again try for payment by going back to the first step.

# b) <u>Payment through RTGS/NEFT :</u>

- i) On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
- ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his/her own Bank account.
- iii) Once payment is made, the bank would provide an "**UTR remittance number**" for successful transaction with which the bidder will come back to the e-Procurement portal after expiry of 2 to 3 bank working days to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue with his/her bidding process.
- iv) If verification is successful, the funds get credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank for collection of EMD.
- v) Hereafter, the bidder will go to e-Procurement portal for final e-submission of his/her bid within pre-assigned last date of submission of e-tender.
- vi) If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bioder's account.

Note : EMD payment made through RTGS/NEFT would require additional 2 to 3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line e-tender final bid submission.

Thus, the bidder is to take precaution in case of RTGS/NEFT transfers so that the entire process of submission of e-tender is completed within last date of online submission of his/her tender. However, Net-banking transaction through ICICI bank payment Gateway would be on real time basis.

#### C) Refund/Settlement Process for EMD :

- i) After opening of his/her bids and technical evaluation of the same by the Tender Inviting Authority through electronic processing in the e-Procurement portal of the State Government, the tender inviting authority will declare the status of the bid as successful or unsuccessful which will be made available along with the details of the unsuccessful bidders to ICICI Bank by the e-Procurement portal through web services.
- **ii)** On receipt of the information from the e-Procurement portal, the Bank will refund through an automated process the EMD of the bidders disqualified at the technical evaluation to the respective bidders' bank accounts from which they made the on-line EMD transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of bid is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- **iii)** Once the financial bid evaluation is electronically processed in the e-Procurement portal, EMD of the technically qualified bidders other than that of the L1 and L2 bidders will be refunded, through an automated process, to the respective bidders' bank accounts from which they made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on rejection of financial bid is uploaded to the e-Procurement portal by the tender inviting authority. However, the L2 bidder should not be rejected till the LOI process is successful.
- **iv)** If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement portal, EMD of the L2 bidder will be refunded through an automated process, to his/her bank account from which he/she had made the payment transaction. Such refund will take place within T+2 Bank working days where T will mean the date on which information on Award of Contract (AOC) to the L1 bidder is uploaded to the e-Procurement portal by the Tender Inviting Authority.
- v) As soon as the L1 bidder is awarded the contract (AOC), the same is processed electronically in the e-Procurement portal for transfer credit to Government Receipt under Public Accounts through GRIPS where under the security deposit to be collected would also be deposited in connection with the work.
- vi) All refunds will be made mandatorily to the Bank account from which the payment of EMD and Tender Fees (if any) were initiated.
- **vii)** If the e-tender is cancelled, then the EMD would be reverted to the original bidders account automatically after such cancellation order is affected online by the Tender Inviting Authority.

## 4.1.4 Average Annual Turnover :

Average Annual Turnover during last 3 (three) years should be more than **50**% of the estimated cost.

## 4.1.5 CREDENTIAL

## 4.1.5.1 Technical :

- i) Intending tenderers should produce credentials of a similar nature of work related to bioremediation and biomining of legacy wastes any dumpsite/processing of fresh solid waste through city compost plants/ bio-gas plants/waste stabilization and bioremediation projects/operated and or maintained any regional or integrated solid waste management project/processing of any kind of Hazardous waste etc. of the minimum value of 40,00,000/- during 5(five) years prior to the date of issue of this tender notice; or
- Intending tenderers should produce credentials of a 2(two) similar nature of work ii) bioremediation work related to and biomining of legacy wastes any dumpsite/processing of fresh solid waste through city compost plants/ bio-gas plants/waste stabilization and bioremediation projects/operated and or maintained any regional or integrated solid waste management project/processing of any kind of Hazardous waste etc, each of the minimum value of 30,00,000/- during 5(five) years prior to the date of issue of this tender notice; or
- iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which not less than the desired value at (i) above.

The work credential certificate shall specify detailed similar nature of job completed, value of job done, date of commencement of work and the date of completion of the work. Copy of the Work Order and Work Schedule/ BOQ of the similar nature of work shall have to be submitted in the technical bid for verification of the credential. Payment certificate may also be submitted.

- **4.1.5.2 Form-I** : The tenderer should attach the said certificate under their signature along with the tender documents. The similar nature of work has been mentioned in the Form-I, therefore agencies who have completion certificate against any of the works mentioned in Form-I shall be eligible for this tender.
- **4.1.5.3** The Completion Certificate should be pertaining to the work specified in the RFP. The completion certificate should not be misleading the authority. If the completion certificate has mention on multiple nature of works executed by the agency in a single tender including the work specified in this RFP, then the value of the work as specified in this RFP will only be taken into account for evaluating the eligibility of the bidder. The decision of the authority in this respect is final and binding.

#### 4.1.5.4 Other liquidated damaged :

S1. No.	Description of non compliance of						Per	nalty	Amo	ount	
1	2016,CP0	CB Gui	delines	SWM 2019 on Enviror	Legacy	per	day	till			

	Standards notified by regulatory authorities or as specified in the Contract	
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 theWorkers	Rs. 5,000/- per Incidence per day till the compliance is achieved.
4	<ul> <li>Failure to process and dispose off minimum average specified quantity of legacy waste on a daily basis (Computed monthly)excluding the monsoon period as decided in the Workplan {Minimum monthly Target</li> <li>Qty to be processed = Total Quantity (Completion Period in Months - Installation Period in Months)</li> </ul>	Per Month penalty = ( Monthly Target Qty – Actual Monthly Qty Processed and disposed off) x 5% of Processing Fee for per MT of Legacy Waste processed (As quoted by bidder) from the Project Site
5	Non-compliance of submission of Topographic survey drawing along with contour in regular interval ( at least Quarterly) as mentioned bid document	Rs. 5,000/- per Incidence per day till the compliance is achieved.
6	Non-compliance of submission of testing of moisture content of legacy waste in daily basis as mentioned bid document	
7	Non-compliance of submission of testing of air/ground water/soil quality of legacy waste project site in regular interval (at least once in a month) as mentioned bid Document	Rs. 5,000/- per Incidence per day till the compliance is achieved.
8	Non-compliance of installation of weighing machine along with upload in data to web and Automatic vehicle number plate detection and recognition system	4 % of rate quoted by the bidder x Qty in MT Processed till the compliance is achieved
9	Non-compliance of installation and operation of Real Time monitoring System including CCTV surveillance	10% of rate quoted by the bidder x Qtyin MT Processed till the compliance is achieved.
10	Non-compliance of installation of GPS Tracking System in all Vehicles to be used for Processing legacy <sup>30</sup> waste and	4 % of rate quoted by the bidder x Qty in MT Processed till the compliance

	disposal of different fraction of legacy	is achieved.
	waste.	
11	Non-compliance of submission of	Rs. 5,000/- per Incidence per
	calibration certificate of each testing	day till the compliance is
	equipments for processing of legacy	achieved.
	waste in regular interval (at least once	
	in a year or as per requirement) as	
	mentioned bid document	
12	Non-compliance of proper disposal of RDF within Specified time.	Rs. 2000/MT of RDF per
	-	month

## 4.1.5.5 Site visit and verification of Information :

Bidders are advised to submit their respective bids after visiting the sites and ascertaining for themselves the quantity of waste lying at site, site condition, location, surroundings, climate, applicable laws, applicable permits and regulations and any other matter considered relevant by them. Further examine the participating DSDA of the project for waste management practices, existing infrastructure and its surrounding and ascertain themselves on all technical and other aspects necessary for preparing their proposal (bid) including carrying out necessary technical surveys, field investigation etc. at its own cost and risk. The applicants shall be deemed to have full knowledge of the site condition upon submitting the proposal in response to this RfP. The bidders shall be responsible for all of the cost associated with the preparation of their bids and participation in the bidding process. DSDA will not be responsible or in any way liable for such cost, regardless of the conduct or outcome of the bidding process.

#### 4.1.5.6 Treatment methodology of years-old legacy wastes :

The treatment & disposal of Legacy Solid Wastes will be done by Bio-remediation and Bio-mining. A total station survey or drone mapping of the landfill/dumping site must be done prior to start of the project to ascertain total volume of legacy waste. Bulk density and Dry Density of the legacy waste shall be determined by taking undisturbed sample (UDS) at a level of 5m, 10m, and 15m. Number of Bore Hole for collecting UDS shall not be less than 12 prior to the start of the work. It is suggested to ensure precursor study with history of the site, compositional analysis of waste. Site environment parameters such as baseline study of heavy metals in surface and subsurface soils and water, rainfall, soil type, surface hydrology, topography, wind direction, Air Quality, Water Quality and Soil quality etc. shall be studied before and after bio-mining. Following Guideline shall be followed for the bio-mining of legacy waste:

- i. CPCB Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste)
- ii. SWM Rule-2016
- iii. Solid Waste Management Manual by CPHEEO
- iv. Advisory on Landfill Reclamation by CPHEEO
- Any other Advisory / document issued by Govt. of India and / or Govt. of v. WB related to Bio-Mining and legacy waste and reclamation of land  $\frac{30}{30}$

As per the mandate given by the Government of West Bengal DSDA has taken up the Bio- mining of legacy waste and land reclamation of dumpsite in Digha under Digha Sankarpur Development Authority, West Bengal. Area & location of area of dump sites, quantity of legacy waste is given hereunder :

Area covered with legacy waste within the dump site in acre	Location	Approx quantity of legacy waste in MT	
2.71acre.	Digha	17050 MT	
	Latitude :		
	Longitude :		

The exact details regarding the quantum of Legacy Waste, Waste Characterization and Air & Water Quality at the dumpsites shall have to be measured and quantified by the selected bidders, before starting of their job. This should be checked, verified and vetted by the Engineer-in-Charge and the Request for Proposal Inviting Authority.

## 4.1.5.7 Financial

The average Annual Turn Over from contracting business for the past three financial years of the firm should be more than **50**% of the estimated amount of works in which the contractor intends to participate. Annual Turnover statement shall be submitted in the Form-II in addition to the Audited Balance Sheet of the last three financial years authenticated by Chartered Accountant.

**4.1.6** If the applicant is an authorized signatory he should submit document of authorization in his favour along with the application. In case of Partnership firm, copies of the partnership deed are to be submitted along with the tender document.

# 4.1.7 Penalty for suppression / distortion of facts :

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates, audited balance sheets or any document which is vital for his eligibility), or any other documents within the specified time frame stated above or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression of fact during any time of the tendering process or even after the issuance of work order, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 2 (two) years.

## 4.2 FINANCIAL BID:

- 1. Single rate (Item Rate BOQ) shall be quoted in the Financial bid.
- **2.** The rate is to be quoted both in words and figures clearly in the specified space of the BOQ Sheet.
- **3.** The rate quoted by tenderer shall be inclusive of all elements of taxes and duties, demands, etc.
- **4.** The tenderer shall include income tax, GST, cess etc. as applicable if any, toll, ferry charges, local charges, royalties, turn over tax and all other charges as applicable while quoting the rate.
- 5. All other charges like insurance *charges*, freight etc as would be required for

completion of the work shall also be included in the rate quoted. No claim what so ever in this account shall be entertained.

## 4.3 Taxes & duties to be borne by the Contractor :

It may again be reiterated that Income Tax, GST, Royalty, Construction Workers' Welfare Cess and similar other statutory levy / Cess etc. will have to be borne by the contractor while executing the work.

## 4.4 Site inspection before submission of tender :

Before submitting any tender, the intending tenderer should make themselves acquainted thoroughly with the local conditions prevailing at site by actual inspection and taking into consideration all factors and difficulties likely to be involved in the execution of work in all respect and no claim whatsoever will be entertained on these account afterwards.

## 4.4.1 Conditional and incomplete tender :

Conditional and incomplete tenders shall be summarily rejected.

## 5. Acceptance of Tender :

Lowest valid rate may be accepted, however, the undersigned does not bind himself to do so and reserves the right to reject any or all the tenders, without assigning any reason and also reserves the right to split the work amongst more than one tenderer.

## 6. Payment :

The payment of RA as well as final bill for any work will be made according to the availability of fund and no financial claim in case of any delay in payment will be entertained.

# 7. Security Deposit :

- **7.1** The bidder shall be required to properly maintain the work including all its components recorded in the MB. 10% will be deducted from each RA bill as Security Deposit. The EMD shall be adjusted with the Security Deposit. The release of S.D. would be subject to quality and proper maintenance of the work and its components satisfactorily for the entire security period. Failure to execute proper maintenance of the work will **lead to forfeiture of the security deposit**.
- **7.2** An application along with a prescribed format of this office to be submitted for release of S.D. for which the contractor should apply to the authority at least 2 (two) month prior to the last date of defect liability period with an undertaking that the work is maintained properly as per the terms of contract.
- 7.3 The security deposit will be released 01(One) year after completion of the project.

## 8. Other Terms & Conditions :

# 8.1 E-Tendering:

## **ONLINE BIDS**:

The bidders interested to submit the bid Online shall get registered and obtain a digital signature as per the procedure prescribed below :

Agencies/Bidders who are interested in participating DSDA's e-tenders are requested to contact to the Executive Officer, DSDA for registration, computer setting and other clarification on e-tendering. The agencies/bidders can visit the office and get assistance.

Online Tenders can be submitted by logging in <u>www.wbtenders.gov.in</u> ONLINE BID SUBMISSION :

The Bidders are required to submit the Technical and Financial Bid documents ONLINE by following the Online Bid Submission procedure.

- **8.2** The tender accepting authority may ask any tenderer to submit analysis to justify the rate quoted by the tenderer.
- **8.3** In any Questionnaire arise it will be forwarded to this office on or before prebid meeting.
- **8.4** The Agencies/contractor shall abide by all the labour welfare laws and their modifications from time to time, if any, within the contract period. Minimum labour wages act, labour facilities, E.S.I, P.F, Bonus facilities etc. should be provided as per latest Govt. order/Circulars. In no case, DSDA shall be held responsible for any eventualities in this regard including payment of wages to personnel deployed by the contractor.
- **8.5** The successful Tenderer is to obtain license from the Registering Officer and Assistant Labour Commissioner, Contai, Purba Medinipur under the contract labour (Regulation & Abolition), 1970 and to submit the same to the office on receipt of the work order. He is also required to fulfill all the terms and conditions as embodied in the above Act, as well as any other laws and statutes as applicable.
- **8.6** DSDA takes no responsibility for any delay/loss/non-receipt of tender document or any other letter sent by post either way.
- **8.7** Tenderer can approach only the Executive Engineer (Civil), DSDA for any clarification with respect to this tender.
- **8.8** The decision of authority with respect to this tender is final and binding.
- **8.9** All corrections in the tender should be signed with date by the Tenderer. Each of the Tender document and drawings must be signed by the Tenderer.
- **8.10** The Contractor, whose tender is accepted shall within 15 (fifteen) days of issue of an intimation to that effect by this office obtain additional one set of contract documents on production of proof of payment of tender papers in favour of Executive Officer, Digha Sankarpur Development Authority in Nationalized Bank and submit the same duly signed by him to this office for formal agreement. If the contractor fails to perform the formalities as mentioned within the specified period, acceptance of the tender will be liable to be cancelled and the earnest money will be forfeited.
- **8.11** Tenderers who will sign on Tender on behalf of a company or Firm must produce the "Registered documents" in respect of their competency to do so, failing which their tender will not be considered.
- **8.12** After receipt of the Work Order, the successful Tenderer shall submit the work programme, Bar chart of execution of the work, establish site office and deploy Site Engineers. He shall also magintain daily work done report, Drawings,

schedule of work and tools to assists DSDA Engineers to carry out necessary checking and supervision of the work.

- **8.13** The successful bidder shall ensure that qualified engineers are deployed to carry out quality works. If substandard works during the execution of work is detected, then the authority shall have right to direct the agency to re-do the work once again, check the qualification of engineers and supervisors, penalize the agency etc.
- **8.14** The successful Tenderer shall have to start the work at site within 7 days after receipt of the work order failing which work order shall be cancelled with forfeiture of earnest money deposited with DSDA without assigning any reason.
- **8.15** Sub-letting of the job is not permissible and the Tenderer must submit one undertaking that he will not sub-let the job under any circumstances. If the authority comes to know that the agency has sub-let the work then action shall be taken to terminate the contract and the SD money will be forfeited.
- **8.16** All materials & workmanship shall be as per the approved quality and methodology.
- **8.17** It may be noted that an amount equal to 1% of the contract amount will be deducted from the R/A bill / final bill on account of "the building and other construction work (regulation of employment and condition of service) Act, 1996" and "The building and other construction work welfare cess Act, 1996" apart from other statutory deductions from bills/ payment due.
- **8.18** No advance will be paid to the contractor. The contractor will pay minimum wages to his workmen in the presence of DSDA engineers and only after certification by DSDA engineers that the minimum wages have been paid the bill will be processed.
- **8.19** Progressive payment will be paid in running account bill subject to good performance. Payment may be withheld / not made on average or poor quality of job. If the agency gets average or poor grading of work quality, he may be debarred for one year from the tender of DSDA.
- **8.20** Defect liability period starts from the date of completion of the work and release of Security Money will be done as per the date of completion of the work.
- **8.21** For the scheme of work value more than 50 lakh, the contractor should establish a laboratory with relevant equipment at the site for testing of the materials etc. The contractor should submit an undertaking with the technical bid that unless the laboratory will be established at site, no bill will be paid to him. The tests which cannot be performed in the site laboratory those are to be under taken in the approved laboratory and the agency will bear the cost.
- **8.22** No escalation of cost is permissible at any time after the issuance of work order. Agency shall be barred from approaching the authority to claim escalation cost for reasons whatsoever.
- **8.23 Royalty**: The successful tenderer should deposit royalty to the competent

authority against embankment/filling/land development work with earth. In that case, copy of the money receipt/challan for deposition of royalty charge should be submitted to DSDA and original shall also be produced for verification of the same.

- **8.24** Original copy of all certificates shall be produced for checking and verification of all supporting documents on request of DSDA.
- **8.25 Penalty** : Time is the essence of any contract and any deviations from completion time will attract penalty @ ½% per week delay and maximum of 10% for the non execution portion of the work.
- **8.26** The agency should possess the requisite and relevant equipments and machineries for the work. If equipments and machineries are not deployed as per the undertaking given by the Contractor, the Engineer in charge is authorized to stop the work and direct the contract to deploy them immediately. If the contractor fails to carry out the direction, then the authority may take appropriate action including forfeiture of EMD and cancellation of the work order.
- **8.27** Work shall be carried out without hampering the harvesting of the crops for which water is collected from this canal, however authority shall be consulted every time.
- 8.28 Registration of all workers engaged in Road, building and other construction workers to be done under the Building and other Construction Workers' (RE & CS) Act, 1996 and the State Rules, 2004 framed there under to provide for their safety, health and welfare measures.
- **8.29** Credibility of the agency engaged for more than two works in DSDA will be evaluated by the tender committee to allow him to participate in the next tender. Decision of the authority is final and binding on the concerned agency.
- **8.30** The agency shall erect "**Citizen Information Board**" which shall be placed on both ends of the work site or any suitable location approved by the Engineer. The details of board are to be provided by DSDA.
- **8.31** The contractor shall collect photography/video photography of the site firstly before the start of the work, secondly mid-way in the execution of different stages of work and lastly after the completion of the work. Those photographs should be submitted at the time of submission claim for payment. No separate payment will be made to the contractor for this purpose. Payment shall not be made without submitting the photographs/video photographs.
- **8.32** DSDA reserves the right not to allow the agency to participate in future tenders under the following circumstances.
  - i) Delay in completion of job.
  - ii) Performance in terms of either quality of materials and workmanship.
- **8.33** In case of any modification in drawings & estimate etc., it shall be notified to the vendors during pre- bid meeting of through corrigendum.

**8.34 Termination of Contract/ Work Order :** The authority may terminate the contract/work order due to the following reasons.

- i) Poor Progress of work.
- ii) Poor Quality of work.
- iii) Adoption of any unfair means during execution of work.
- iv) Violation/Non-compliance of any instructions of the authority.

For termination of the contract/work, the authority will issue a 7 days notice to the agency/contract to make up the discrepancy/shortfall of the work as instructed by the authority, failing which the contract/work order will be terminated with forfeiture of E.M.D., S.D., Performance Security etc.

- **8.35** Discretion of the authority inviting tender The tender inviting authority reserves the right to accept or to reject any or all applications/tenders without assigning any reason whatsoever. On matters of dispute authority decision shall be final and binding. The quantity of work indicated above is provisional and should not be taken as firm. The extent to which the work would be actually executed will depend on the final decision of the Executive Officer, DSDA. He however reserves the right to reduce the quantity even substantially without assigning any reason thereof and take up the same otherwise for which no compensation is payable under any circumstances.
- 8.36 The Change of dates and any other amendment in this regard shall be informed on website i.e. <u>www.wbtenders.gov.in</u>

The Executive Officer Digha Sankarpur Development Authority & Spl. Officer, U.D.& M.A. Deptt.

#### Memo No.: <u>1312/DSDA/2024-25</u>

Dated: 09.08.2024

Copy forwarded for information to:-

- 1. The Hon'ble Chairman, DSDA & District Magistrate, Purba Medinipur.
- 2. The Additional District Magistrate & Additional Executive Officer, Purba Medinipur Zilla Parishad, Tamluk, Purba Medinipur.
- 3. The Hon'bleVice-Chairman, DSDA & S.D.O, Contai, Purba Medinipur.
- 4. The Block Development Officer, <u>Ramnagar-I & II</u> & Executive Officer, <u>Ramnagar I</u> <u>& II</u> Panchayet Samity.
- 5. The District Informatics Officer, NIC, Purba Medinipur, Tamluk with a request to publish it in the official website of Purba Medinipur District.
- 6. Reception / Notice Board.

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The Executive Officer Digha Sankarpur Development Authority & Spl. Officer, U.D.& M.A. Deptt.

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#### FORM – I

#### CREDENTIAL CERTIFICATE

1	Name of the work	:				
0						
2	Name of the client	:				
3	Amount put to tender	:				
4	Contractual amount against the tender	:				
5	Date of commencement of work	:				
6	Date of completion as per work order	:				
7	Actual date of completion	:				
		•				
8	Final gross value of the bill for –	:				
	Similar nature of works.					
NL	ote: In case of completion of multiple nature	of 14	vorks in a single tender, then the value			
TA	Note: In case of completion of multiple nature of works in a single tender, then the value					

of work as specified in the NIT shall only be taken for the eligibility of the bidder.

I hereby declare that all the statements made above are true to my knowledge. I also understand that any discrepancy found in the above statement will render me liable for cancellation of my tender.

## (Signature of the bidder)

#### <u>Note:</u>

- 1. While calculating the amount, i.e, money value of the major item 'Earthwork' stated above, amount of all sub- items like leads, lifts, disposal, transportation included in the major item should be arithmetically added.
- 2. Completion Certificate (s) should be supported by BoQ(s).
- 3. Completion Certificate for fully (100%) completed works will only be considered.

#### FORM – II

## STATEMENT ON ANNUAL TURNOVER FROM CONTRACTUAL BUSINESS

This is to certify that the following statement is the summary of the audited Balance sheet arrived from contractual business in favour of ...... for the three consecutive years.

		Financial	
Sl. No.	Year	Turnover (rounded of)	Remarks
1	2021-2022		
2	2022-2023		
3	2023-2024		
Total			
Average Turnover			

#### Note

- i) Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
- **ii)** Average turnover for 3 years is to be obtained by dividing the total turnover by 3 (three).

Signature of the Bidder

#### ANNEXURE-I

#### **APPLICATION FOR e-TENDER**

To The Executive Officer, Digha Sankarpur Development Authority, Digha :: Purba Medinipur.

Ref: - Tender for \_\_\_\_\_

(Name of work).

N.I.O.T.No. : \_\_\_\_\_\_ (Sl. No. \_\_\_)/DSDA/ 2024-25.

Amount put to Tender : Rs ..... (Tender Value)

Dear Sir,

Having examined the Technical cover, OID cover & all other e-NIT documents, I/we hereby would like to state that I/we will fully accept all your conditions and offer to execute the works as per e-Tender no and Serial no stated above. I/We also agree to remedy the defects after/during execution of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this	_ day of	202		
Full name of Bidder / Con	ntractor :			
Signature :				
In the capacity of :				
Duly authorized to sign b				
for & on behalf of (Name	OF F1rm) :			
Office address with seal if	f any :			
Telephone no(s) (office): _				
Mobile No :			_	
Fax No:				
E mail ID:				

#### ANNEXURE- II

#### SAMPLE FORMAT FOR AFFIDAVIT

Sri		6	5/0 Sri		· · · · · · · · · · · · · · · · · · ·
aged					
Proprietor/Partner	/ Directo	r of		· · · · · · · · · · · · · · · · · · ·	do hereby
solemnly affirm a	nd declare	in connecti	on with	"Bio-mining of leg	acy waste and
land reclamation of	<sup>c</sup> dumpsite	<u>utilising scien</u>	tific meth	od located at Dig	<u>pha site under</u>
Digha Sankarpur De	velopment A	Authority" as	follows:	_	

- **1)** That I, the undersigned, do certify that all the information furnished & statements made in the bid documents are true and correct to the best of my knowledge and belief.
- 2) If the contract is awarded to us, we will deploy at site all necessary T&P, equipments and Laboratory with minimum testing equipments /apparatus as listed below immediately on receipt of the work order. We would commence the work only on deployment of machineries at site to the full satisfaction of the Engineer-in Charge. We would be duty bound to use those equipments at site to achieve the best result as per requirement of the contract. We would upkeep and maintain those equipments in running condition till completion of the Project. Any breakdown of any equipment will be replaced immediately. No part of equipment will be shifted to another site without the written permission of the Engineer in Charge.

Sl No.	Plant, Machineries and Equipments*	Make	Availability (owned or Lease)
1			
2			
3			

\*(attached supporting documents i.e. Receipt of full payment, Receipt of Delivery, way bill & Road challan from factory to delivery spot, maximum age of the plants, machineries will be 5 years as on the date of publication of the NIT.)

**3)** We would deploy at site all necessary Technical Personnel as listed in ITB for efficient contract management and supervision of works with a view to achieving best quality of works at site.

S1. No.	Personnel	Required Qualification	Minimum Experience	No. of Persons	Name of employee
1.	Site Engineer	Diploma in Civil Engg. (Minimum)	3 years		

- **4)** We would carry out all necessary tests of all major items at frequency spelled out in the contract document / MORD Specification book / SP 20/SP 72 to achieve the best quality work at site. We will be contract bound to bring to the notice of the EIC any non-compliance of test results along with the action taken report.
- **5)** Any departure whatsoever in any form will be considered as breach of contract. In such situation the Department at his liberty may with hold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, authority's decision will be final and binding.
- 6) The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

Signature of the Contractor

Name: Place: Date:

#### ANNEXURE-III

## **EXPERIENCE PROFILE**

#### Name of the Firm :

#### LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST FIVE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY UP TO AVALUE OF NOT LESS THAN THE DESIRED VALUE OF THE TENDER

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Work Order Date	Date of completion of work as per work order	Actual date of starting the work	Actual date of completion the work	Reasons for delay in completio n (if any)

#### Signature of the Contractor/company/agency

*Note*: (a) Certificate from the Employers to be attached.

- (b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.
- (c) No tender will be deemed to the fit for consideration unless the tender documents are fully and completely filled in. All information's that may be asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.
- (d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.
- (e) No alteration shall be permitted to be made by the tenderer in any tender after its submission. 30