ONLINE REQUEST FOR PROPOSAL(RFP) NO.: 033/DSDA/ OF 2024-2025(2nd Call)

DIGHA SHARKARRUR DEVELOPMENT ALKHORITY:

Request for Proposal for design, build and finance of Material, operation and maintenance, processing of Waste at Waste Management Unit of DSDA.

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 similar types of 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 RPF, "Design, build and finance of Material, operation and maintenance, processing of Waste at Waste Management Unit of DSDA".

Sl. No.	Name of Work	Yearly amount payable to DSDA (Rs.)	Earnest Money Deposit (Rs.)	Period of operation and maintenance
01	Design, build and finance of Material, operation and maintenance, processing of Waste at Waste Management Unit of DSDA.	quoted	2% of the quoted Amount. Initial EMD shall be submitted Rs. 20,000/- and balance of 2% if any shall have to be deposited on acceptance of bid.	01(One) year which may be renewed upto 05(five) years subject to satisfactory performance of the agency alongwith regular payment to DSDA.

2. Schedule of Dates:

Sl. No.	Activity		Date & Time
1	Date of Issue of NIT	:	18.01.2025
2	Document download start date	:	18.01.2025 at 6.00 P.M.
3	Document download end date & time	:	01.02.2025 upto 3.00 P.M.
4	Pre-bid meeting in the Office Room of the Executive Officer, DSDA, Digha		22.01.2025 at 2.00 P.M.
5	Bid submission start date	:	22.01.2025 at 4.00 P.M.

6	Last date of online submission of Technical Bid and Financial Bid .	:	01.02.2025 upto 3.00 P.M.
7	Opening of Tender Technical Bid at the office of the Executive Officer, DSDA	•	<u>04.02.2025</u> at 3.00 P.M.
8	Opening of Tender Financial Bid at the office of the Executive Officer, DSDA	:	Will be informed later.
9	Validity of bid	:	60 days w.e.f the date of publishing this NIT
10	Period of operation and maintenance	••	01(One) year which may be renewed upto 05(five) years subject to satisfactory performance of the agency alongwith regular payment to DSDA. 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	•	 ONLINE BIDS: The bidders interested to submit the bid Online shall get registered and get a digital signature as per the procedure described below: 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. Training on e-tender can also be availed from Office of the EO, DSDA if desired by the bidder during office hours. Online Tenders can be submitted by logging in www.wbtenders.gov.in or through the official website of DSDA i.e. www.wbstenders.gov.in
			ONLINE BID SUBMISSION: 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 Authority	:	Executive Officer, DSDA
16	Important Instructions		 Names of the technically qualified bidders as per the bid criteria after verification with original & evaluation will be displayed in the e-portal, this 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 next day after opening. EO DSDA reserves the right to reject or cancel any or all pre-qualification documents and 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.

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

3. Scope of work:

- **3.1.1.** DSDA will collect and transport the non bio-degradable waste to the designated point at Material Recovery Facility Centre and also ensuring Segregated waste with valuable plastic waste (approx 60% Wet waste and approx 35% Dry waste) in the total projected waste collection (10 TPD approx).
- **3.1.2.** Approx 5% Medical Hazardous waste (in the projected 10 TPD waste collection) will also be required to treat and rates should be quoted accordingly.
- **3.1.3.** DSDA will provide the 1.94 acre of land including MRF shed, Office building and 50 MT. weigh Machine.
- **3.1.4.** Besides the earmarked area of land, there will be no lease of land to the operator to be provided. Operator can use the land for the purpose of this project only until contract period or termination of contract whichever is earlier.
- **3.1.5.** A material recovery facility (MRF) accepts materials, whether source separated or mixed and sorts them into streams, processes and stores them for later use as raw materials for remanufacturing and reprocessing. The main function of the MRF is to maximize the quantity of recyclables processed, while producing materials that will generate the highest possible revenues in the market and use the plastic to the Dry process of road making as per Ministry of road transport & highways (GOI) dated 26.11.2024 (efile No. RW/NH-35083/02/2024/- S&R (Computer No. 238879).
- **3.1.6.** The MRF should have the following processes/stages:
 - ➤ Pre-sorting and Mechanical Sorting. Mechanical sorting employs the following processes: Screening; Ferrous metal separation; Air classification; Non-ferrous metal separation; recycling of Thermocol or Styrofoam, Detect and route system; size reduction; Bailing. A MRF facility will be also equipped with suitable environmental pollution control [Dust collection system, Noise suppression devices, Odor control system; Heating, ventilating & air conditioning (HVAC)] and monitoring equipment.
 - ➤ The MRF facility needs to be commissioned within 01 month from the issuance of the LoI. After successful commissioning of the MRF the bidder needs to operate and maintain the facility for a period of 5 years unless terminate earlier. The entire work shall be done on time by the Successful bidder using his own financial resources, manpower, vehicles, equipment as may be necessary. All labour needs to be provided by the successful bidder.
 - ➤ The entire range of products generated/derived from waste shall be the property of the agency. The segregated recyclable materials shall be sent to the recycling units.
 - ➤ The bidder should keep in mind that the entire project should be compliant with SWM Rules'2016.
- **3.1.7.** Monthly Electricity consumption charges (inside the premises) etc. has to be borne by the agency.

- **3.1.8.** The processing facility has to be provided by the agency with proper gate to monitor incoming vehicles or other modes of transportation.
- **3.1.9.** The necessary Civil, Electrical, Mechanical works if any associated with the projects may be borne by DSDA after getting approval from the Board of DSDA.
- **3.1.10.** The successful bidder should submit all the designs and drawings applicable for this project to DSDA for approval. After the approval of DSDA authorities the bidder should initiate project. All complete drawings will be approved within 7 days from the date of submission.
- **3.1.11.** DSDA shall have the right to execute the works, not included in this contract, but within the premises occupied by the contractor for the purpose of this contract through any other agency.
- **3.1.12.** Provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) will be provided by DSDA and for safety provisions like installation of CCTV Cameras etc. including health inspections of workers at site shall be carried out by the agency.
- **3.1.13.** In order to prevent pollution, the successful bidder shall have to abide by all the guidelines of State Govt. or Central Govt. or any Competent Authority issued from time to time.
- **3.1.14.** The successful bidder shall monitor and measure noise levels at the site and interface of the facility with plant boundary and surrounding area.
- **3.1.15.** The successful bidder should arrange all necessary clearance for execution the project. The cost for these clearances needs to be borne by the successful bidder.
- **3.1.16.** The successful bidder shall be responsible for and shall pay the expenses of providing medical help to any workers who may suffer a bodily injury because of an accident.
- **3.1.17.** The successful bidder shall provide necessary personal safety equipment and first-aid box for the use of persons employed on the site and shall maintain the same in condition suitable for immediate use at any time.
- **3.1.18.** The workers shall be required to use the safety equipment so provided by the successful bidder and the successful bidder shall take adequate steps to ensure the proper use of equipment by those concerned.
- **3.1.19.** The successful bidder will be responsible for taking adequate safety measures and should take adequate insurance including third party coverage during the development period. Such insurance should clearly cover the risk against injury and the risks of theft, fire, riot, sabotage and unrest.
- **3.1.20.** The successful bidder will be completely responsible for providing security arrangements to guard the materials and machineries during the operation & maintenance period. Any loss to property / equipment/ material during this period due to theft/ any other unlawful activity/ force majeure event will be borne by the successful bidder only, and under no circumstances will DSDA be liable.
- **3.1.21.** The successful bidder will remain responsible for safety of adjacent structures, public or private, and their users against loss or damage directly/indirectly caused due to the said construction and will have to safeguard and arrange for adequate protective measures. In case of any loss or damage, the successful bidder will be liable to pay necessary compensation as per law.

- **3.1.22.** The successful bidder will depute adequate technical personnel with sound technical knowledge and experience to be present at all times at the site during the operation & maintenance period.
- **3.1.23.** The intending bidder may visit the site with prior permission from DSDA before participate in the tender.
- **3.1.24.** The successful bidder will be required to provide the mechanical lifting facilities as required for transportation of waste.
- **3.1.25.** The agency will segregate and processing different waste in categorically.
- **3.1.26.** The collected segregated recyclable waste will be weighed at the entry gate of the MRF.
- **3.1.27.** The successful bidder shall maintain weighbridge provided by DSDA (with CCTV Camera and image capture) at MRF and keep perfect record of the weight of the Waste handled and image of the vehicle carrying the Dry waste.
- **3.1.28.** The successful bidder shall also provide a space for the DSDA employee as a representative to visit at these sites and monitor the services provided and records maintained by them.
- **3.1.29.** The agency shall install a display board to show the daily necessary information reg. quantity of waste collected and quantity of waste recycled daily.
- **3.1.30.** The entire range of products generated/derived from waste shall be the property of the successful bidder. The segregated recyclable materials shall be sent to the recycling units available in the website of West Bengal Pollution Control Board/other material recycle facilities (MRF) approved by WBPCB or any other State PCB. The combustible RDF generated has to be sent to the cement factory or waste to energy plants by the bidder.
- **3.1.31.** The successful bidder has to submit a list of such authorized recycling unit to the department where the waste will be sent.
- **3.1.32.** The segregated waste needs to be weighed in the weighbridges before leaving the MRF and should be displayed in display board alongwith submit the report to DSDA regularly.
- **3.1.33.** Transportation charge, toll, ferry charges, local charges, royalties if any for sending segregated recyclable materials to the recycling unit shall be borne by the agency only.
- **3.1.34.** Separate storage units if required for processed products needs to be constructed inside the plant premises after obtaining necessary permission from DSDA.
- **3.1.35.** 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 the DSDA of such discoveries and carry out the DSDA's instructions for dealing with them.
- **3.1.36.** The successful bidder should maximize the recycling, reusing as well as reducing the waste at the end of the cycle.
- **3.1.37.** The successful bidder should branding the compost and by preprocess product with permission by DSDA.
- **3.1.38.** All staff/ employees/ work force engaged by the successful bidder will be entirely his responsibility / liability and the same will in no way involve on the DSDA.

- **3.1.39.** Proper fire fighting arrangements needs to be arranged by the bidder at its own cost. The fire fighting arrangements should be compliant with the Fire and Emergency Services Department, Govt. of West Bengal.
- **3.1.40.** Building insurance/Fire license to be obtained from the competent authority in the name of DSDA by the agency and necessary cost shall be borne by the agency.
- **3.1.41.** Successful bidder will, during the entire project period, at its sole cost and expense, obtain and maintain insurance in full force and effect, adequate standard forms of insurance that are mandatorily to be maintained as per the applicable laws.
- **3.1.42.** After setting up the MRF Facility, regular operation and maintenance of the same is required to get the desired production from the facility.
- **3.1.43.** The Successful bidder shall not store the processed waste or stock of segregated products at the site for a period exceeding 2 months and not beyond a period of 1 month from the date of expiry or Termination of the Concession Period.
- **3.1.44.** All necessary clearances during the O&M period need to be taken by the successful bidder at its own cost.
- **3.1.45.** Any electricity expenses for operation and maintenance of the plant except cost of new meter needs to be borne by the bidder and deposited directly to Electricity Supply Deptt..
- **3.1.46.** The MRF will be operational at 24X7 in a week. The successful bidder will be required to deploy the adequate manpower in each shift round the clock 24 hours a day.
- **3.1.47.** The agency shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on that contract.
- **3.1.48.** The agency shall arrange payment of necessary comprehensive insurance for their employees.
- 3.1.49. During continuance of the contract, the successful bidder shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and byelaws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in future by the State or Central Government or the local authority. Some of the major rules/acts (not limited to) which the bidder should adhere to are The Water (Prevention and Control of Pollution) Act, 1974, The Air (Prevention and Control of Pollution) Act, 1981, The Environment (Protection) Act, 1986, The Public Liability Insurance Act, 1991, Child Labour (Prohibition & Regulation) Act 1986, Fire fighting rules as per the Fire and Emergency Services Department, Govt. of West Bengal etc .SWM Rules 2016 and any other act or rule applicable for this project.
- **3.1.50.** There can be changes in SWM rules or there can be special NGT or Court orders which may require changes in the method of functioning of MRF etc. from time to time.
- **3.1.51.** The successful bidder would be required to pay all the applicable taxes, duties, rates fees and charges levied by all government and other authorities including from time to time.

- **3.1.52.** The Bidder will have to install all necessary Pollution Control Devices which are suitable to meet up the CPCB / WBPCB Norms & guidelines. Emission of dust and other gases from the plant should be as per the specification set by CPCB / WBPCB. The bidder has to obtain consent to establish and consent to operate from WBPCB at his own cost.
- **3.1.53.** After completion of the project tenure, the agency may take away all the movable equipments which he/she provided.
- **3.1.54.** The cost of transportation of waste to the designated area of the MRF will be borne by DSDA.
- **3.1.55.** 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.
- **3.1.56.** It would be the responsibility of the contractor to dispose of the different fractions (output from the plant) at his own cost.
- **3.1.57.** The operator shall develop an App compatible with android smart phone for real time monitoring and control of entire process.
- **3.1.58.** Monitoring and recording all the activities to account for the quantity and quality of recovered materials.
- **3.1.59.** The Bidder shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
- **3.1.60.** The Operator shall be responsible for the design of the Works and it needs to be approved by DSDA authorities.
- **3.1.61.** The Operator shall submit the working Drawings for all the works under the contract as applicable or required.
- **3.1.62.** The bidder has to transport the segregated output to the processing plant at its own cost.
- **3.1.63.** The Bidder shall maintain a record of the daily progress of work. The Operator shall also keep proper record of the all the segregated 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.
- **3.1.64.** Any new machinery, technology, construction need in the contract period may be provided by DSDA after getting approval from the Board of DSDA.
- **3.1.65.** The agency will be the principal employer of the staffs to be engaged for operation & maintenance of the project and will abide by all existing labour laws etc. DSDA will not bear any kind of financial and legal obligation of the employees.
- **3.1.66.** If the agency fails to operate & maintain the project properly including machineries installed by DSDA, security money deposited by the agency will be forfeited and legal action may be taken.
- **3.1.67.** If any kind of conflict of opinion arise between DSDA & Agency, an arbitrate committee will be reformed consisting of 2(Two) officials from DSDA, 02(Two) personnel from Agency & 01(One) Officer nominated by Board of

DSDA duly recommended by Executive Officer, DSDA. The Committee may include some new point/clause. The decision of the Committee in this respect is final and binding.

3.1.68. 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) 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.
- iv) 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.
- v) 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.
- vi) 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 project site including its infrastructure constructed by DSDA to the Operator as per the approved Work Plan. After completion of contract period, within 1 month, the bidder has to remove the movable equipment if any he/she provided 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 project would hand over possession of the site to the contractor, irrespective of the title of the land to enable him to 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 obtain NOC from DSDA.
- vi) The Operator shall, in consultation with DSDA, earmark an area within the plant 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 plants of required area.
 - ix) DSDA shall also provide approach road, Water Connection, Street Lighting up to the outside of boundary line of plant site.
 - **x)** Recording of all relevant documents specially processed materials and disposal details.

INFORMATION TO THE BIDDERS(ITB)

1. Request for Tender

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

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 https://etender.wb.nic.in 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 www.wbtenders.gov 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 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)** List of projects undertaken during last five years.
- **xv)** Details of Plant & Machineries with supporting papers available with the tenderer.
- **xvi)** Details of Technical Personnel with supporting papers available with the tenderer.
- **xvii)** 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.
- **xviii)** 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 etender/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) Payment through RTGS/NEFT:

- 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 bidder'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 **Rs. 5.00 Lakh** 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 3,00,000/- during 5(five) years prior to the date of issue of this tender notice; or
- ii) Intending tenderers should produce credentials of a 2(two) similar nature of work related to bioremediation and bio-mining 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 2,50,000/- 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 75% 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 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.

4.1.5.5 Financial

The average Annual Turn Over from contracting business for the past three financial years of the firm should be more than **Rs. 5.00 Lakh** 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.

4.1.8 Warranty for the Work:

The successful bidder warrants that all work under this Agreement will be performed with promptness and diligence and will be executed in a workmanlike and professional manner, in accordance with the practices and high professional standards used in well-managed operations performing work similar to the work under this tender document.

4.1.9 Corrupt or Fraudulent Practices:

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the DSDA of the benefits of free and open competition.

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of

time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

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 bidder shall have to quote clearly the amount he/she likes to pay per year to DSDA for the same in Financial Bid(BOQ).
- **4.** The operator shall pay the quoted amount to DSDA in quarterly in every year.
- 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 agency while executing the work.

4.3.1 Conditional and incomplete tender :

Conditional and incomplete tenders shall be summarily rejected.

5. Acceptance of Tender:

Highest 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. Security Deposit:

- **6.1** Security money shall be deposited by the successful bidder @ 30% of the quoted amount or Rs. 5.00 Lakh whichever is higher.
- **6.2** 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.
- **6.3** The security deposit will be released after completion of the contract period.

7. Other Terms & Conditions:

7.1 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 www.wbtenders.gov.in

- **7.2** The tender accepting authority may ask any tenderer to submit analysis to justify the rate quoted by the tenderer.
- 7.3 In any Questionnaire arise it will be forwarded to this office on or before pre-bid meeting.
- 7.4 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.
- 7.5 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.
- **7.6** DSDA takes no responsibility for any delay/loss/non-receipt of tender document or any other letter sent by post either way.
- 7.7 Tenderer can approach only the Executive Engineer (Civil), DSDA for any clarification with respect to this tender.
- 7.8 The decision of authority with respect to this tender is final and binding.
- **7.9** 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.
- 7.10 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.
- **7.11** 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.
- **7.12** 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 maintain daily work done report, Drawings, schedule of work and tools to assists DSDA Engineers to carry out necessary checking and supervision of the work.
- **7.13** 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.
- **7.14** 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.
- **7.15** 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.
- **7.16** 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.
- **7.17** 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.
- **7.18** The contractor shall collect photography/video photography of the site regularly.
- **7.19** DSDA reserves the right not to allow the agency to participate in future tenders under the following circumstances.
- Delay in progress of work.
- Performance in terms of either quality of materials and workmanship.
- **7.20** In case of any modification in drawings & estimate etc., it shall be notified to the vendors during pre- bid meeting or through corrigendum.
- **7.21** The tender accepting authority may ask any tenderer to submit analysis to justify the rate quoted by the tenderer.
- **7.22 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.

7.23 The authority reserves the right to add additional safeguard measures subsequently if found necessary in public interest.

- **7.24** 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.
- 7.25 The Change of dates and any other amendment in this regard shall be informed on website i.e. www.wbtenders.gov.in

Executive Officer

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

Memo No.: <u>2369 /DSDA/2024-25</u> <u>Dated : 18.01.2025</u>

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.

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

FORM - I CREDENTIAL CERTIFICATE

1	Name of the work	•••	
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.		
N	ote. In case of completion of multiple nature	of w	rorks in a single tender then the value

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)

Note:

- 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	busi	ness in	favou	ır of
					for the thr	ee cons	ecutive yea	ars.	

		Financial	
S1. 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

То			
The Executive Office	er,		
_	evelopment Authority,		
Digha :: Purba Med	linipur.		
Ref: - T	Tender for		
			(NI
			(Name of work).
	N.I.O.T.No. :	(Sl. No)/DSDA/ 2024-25.
Dear Sir,			
would like to state works as per e-Tend after/during execut	that I/we will fully a ler no and Serial no s	accept all your condi tated above. I/We als rk in conformity wi	-NIT documents, I/we hereby tions and offer to execute the so agree to remedy the defects the the conditions of contract,
Dated this	day of	202	
Full name of Bidder	/ Contractor :		
Signature :			
Duly authorized to s	sign bids Jame of Firm) :		
Office address with	seal if any :		
Telephone no(s) (off	ice):		
Mobile No :			
Fax No:			
E mail ID:			

ANNEXURE-II

SAMPLE FORMAT FOR AFFIDAVIT

Sri			5/o Sri		
	Years,		-		
Proprietor/Pa	rtner/ Director	of		,	do hereby
solemnly aff	irm and declar	e in conne	ection with	"Request for	Proposal for
design, build	and finance of M	<u> Iaterial, ope</u>	eration and i	maintenance,	processing of
Waste at Was	te Management l	Unit of DSD	A" as follou	<u>vs</u> :	

- 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.

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.

Sl. 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.