

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNL
PRINCIPAL BENCH, NEW DELHI

O.A. NO. 570 OF 2024

IN THE MATTER OF:

New item titled A "Major fire breaks out at Bhagtanwala Dump Â" appearing in
The Tribune dated 11.05.2024

INDEX

NEXT D.O.H- 04.08.2025

S. No.	Particulars	Page No.
1.	Affidavit of Commisioner, Municipal Corporation in Compliance of Order dated 01.04.2025	1-2
2.	<u>ANNEXURE R-8</u> The Copy of Request for Proposal For Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite For Municipal Corporation Amritsar	3-78

Filed by



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Place: New Delhi
Dated: 30.04.2025

**IN THE HON'BLE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH,
NEW DELHI
OA NO.570/2024**

IN THE MATTER OF:-

SUBJECT:- SUO MOTO CASE REGISTERED ON THE BASIS OF NEWS ITEM TITLED "MAJOR FIRE BREAKS OUT AT BHAGTANWALA DUMP" WHICH APPEARED IN THE "THE TRIBUNAL" DATED 11-05-2024

Affidavit of Commissioner, Municipal Corporation Amritsar in compliance of order dated 01-04-2025.

I, Gulpreet Singh Aulakh, Commissioner, Municipal Corporation, Amritsar do hereby solemnly affirm & declare as under:-

1. That this Hon'ble Tribunal vide order dated 01-04-2025, pleased to pass the following directions:-

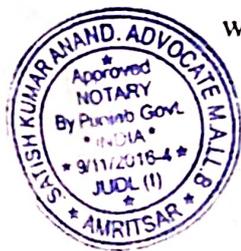
The Commissioner, Municipal Corporation, Amritsar has submitted that the timeline disclosed in the affidavit dated 29-01-2025 will be duly adhered to an entire legacy waste at the dump site will be duly cleared within the said timeline. Hence, he is directed to file an undertaking in the form of affidavit in this regard within two weeks. In that affidavit, he will also disclose the manner and mode of remediation of legacy waste and daily generated waste and utilization/use/disposal of the residue.

2. That the present affidavit is being filed in compliance of above mentioned directions of this Hon'ble Tribunal.
3. That the deponent in its earlier affidavit dated 22-01-2025 has given the following timelines for bio remediation of MSW from dumping sites:-

Phase of Bio remediation	Area demarcated	Legacy waste quantity (MT)	Completion date
Phase-1	Bio-mining Area-1	4,00,000/-	31 st May-2025
Phase-2	Bio-mining Area-2	4,00,000/-	30 th September-2025
Phase-3	Bio-mining Area3	4,00,000/-	15 th December-2025
Phase-4	Bio remediation of other two dumping site	1,35,000/-	31 st May-2026



4. That the above said timeline was based on assurance of concessionaire M/s Amritsar MSW limited as the concessionaire started the work of bio remediation of legacy waste and assured that one more ballistic separator will be installed by third week of February 2025.
5. That however thereafter concessionaire, Amritsar MSW limited failed to stand by with his assurance and failed to install another ballistic separator and shows his inability to carry on bio remediation as assured.
6. That when concessionaire shows its inability to fulfil its obligation to bio remediation of the legacy waste as per terms of concession agreements, Municipal Corporation Amritsar without any delay floated the tender on 01-04-2025 and called invitation for bids for bio remediation and disposal of legacy waste. The copy of RFP is annexed herewith as Annexure-R8.
7. That time line fixed for completing the process of bio remediation in RFP is 14 months from the date of allotment of work. As after publication of RFP, pre-bid meeting was held on 15-04-2025 and bids will be opened on 05-05-2025 and thereafter work order will be awarded to successful bidder in due process.
8. That in the light of above given present facts and circumstances it is submitted that process of bio-remediation of legacy waste lying at MC dumps will be completed before September-2026.
9. That it is further submitted that as Municipal Corporation Amritsar has already entered in an agreement with NHAI for disposal of inert and earth like material in construction of roads. Similarly, Municipal Corporation Amritsar is in advanced stage of conversation with Ambuja cement for disposal of RDF produced during processing of waste. (Copy of agreement with NHAI is already part of record as Annexure R-2)



[Signature]
DEPONENT

Verified at Amritsar that the contents of above affidavit are true and correct to the best of my knowledge and belief and as per official record and nothing material has been concealed there from.

1922
Serial No.....
Date of Entry.....

[Signature]
DEPONENT

Personally know the deponent
Executant and he has signed in
my presence
[Signature]

13 0, APR 2025

ATTESTED & IDENTIFIED
[Signature]
Satish Kumar Anand Notary
* Amritsar *

13 0 APR 2025

Request for Proposal
For
Bioremediation & Disposal
of Legacy Waste
at Bhagtanwala Dumpsite
For
Municipal Corporation Amritsar



Municipal Corporation Amritsar

Ranjit Avenue, C-Block,

Punjab - 143001

Date:/...../2025

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Table of Contents

Contents

Disclaimer.....	7
Definitions	9
1. Introduction.....	11
1.1 Project Background.....	11
1.2 General Information	12
2. Brief Description of Bidding Process	13
2.1 General	13
2.2 Schedule of Bidding Process	15
2.3 Instruction to Bidders	17
2.4 Amendment of RFP.....	20
2.5 Pre-Bid Meeting.....	20
2.6 Preparation and Submission of Bids	21
2.7 Bid Security	21
2.8 Correspondence	22
2.9 Format and Signing of Bid.....	23
2.10 Bid Due Date	26
2.11 Late Bids.....	27
2.12 Modification and Withdrawal of Bids	27
2.13 Confidentiality	27
2.14 Clarifications	27
2.15 Correspondence with the Bidder	28
3. Eligibility Criteria	29
3.1 Pre-qualification criteria:	29
3.2 Technical Capacity Criteria:.....	32
3.3 Financial Capacity Criteria	33
4. Bid Evaluation	35
4.1 Tests of Responsiveness.....	35
4.2 Part I – Technical Bid	35
4.3 Part II – Financial Bid	36
5. Selection of Bidder	36

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

6.	Appointment of Contractor	36
7.	Performance Security	37
8.	Fraud and Corrupt Practices	38
9.	Miscellaneous.....	40
10.	Scope of Work.....	41
11.	Project Period.....	44
12.	Project Site	44
13.	Payments Terms	44
14.	Obligations of the Authority	45
15.	Key Performance Indicators	46
16.	Project Implementation Timeline	47
17.	Liquidated Damages.....	47
18.	Confidential Information and Proprietary Data	48
18.1	Proprietary Data	48
18.2	Confidentiality Obligations of the Authority	48
19.	GOVERNING LAW AND JURISDICTION	49
19.1	Governing Law	49
19.2	Exclusive Jurisdiction	49
20.	Dispute Resolution	49
21.	Force Majeure	50
	Appendices.....	51
	APPENDIX I: Format for Acknowledgement of RFP Document	51
	APPENDIX II: Format for Covering Letter cum Project Undertaking	52
	APPENDIX III: Format for Anti-Collusion Certificate.....	53
	Appendix IV: Bid Security & Tender Fee Details	54
	Appendix V: Format for Not Being Blacklisted or Debarred.....	55
	Appendix VI: Proforma of Bank Guarantee for Bid Security	56
	Appendix VII: Format for Power of Attorney for Signing of Application	59
	APPENDIX-VII: Power of Attorney for Lead Member of Consortium	61
	Annexures	64
	ANNEXURE-I: Details of Bidder	64
	ANNEXURE-II: Financial Capacity of the Bidder	66
	ANNEXURE - III: Summary of Eligible Projects	68

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

ANNEXURE – III (A): Details of Eligible Projects	69
ANNEXURE - IV: Format for Providing Environment, Health & Safety Management Plan.....	70
ANNEXURE - V: Statement of Legal Capacity	71
ANNEXURE -VI: Format for Financial Bid.....	72
ANNEXURE -VII: Format for Joint Bidding Agreement	73

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Municipal Corporation, Amritsar

Notice Inviting Request for Proposal

No.....

Dated:.....

Online bids are hereby invited on behalf of Municipal Corporation, Amritsar from eligible entities for the work mentioned below:

Name of Work	Estimated Project Cost (In INR)	Legacy Waste Quantity (In MT)	Bid Security/EMD (In INR)	Performance Security (In INR)	RFP Document Fee
Request For Proposal for Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar	55.00 Cr.	11,00,000 Metric Tons	110.00 Lakh	5% of the Contract Value	Rs. 10,000/- (Ten Thousand Rupees Only) (Incl. GST)

1. RFP documents can be seen on the website: <https://eproc.punjab.gov.in> and downloaded from the portal <https://eproc.punjab.gov.in> by the eligible entities registered on the portal.
2. Document Fee has to be paid online through RTGS/NEFT during the "Downloading of RFP Document & Payment of RFP Document Fees of" Rs. 10,000/- (Ten Thousand Rupees Only).
3. The prospective bidder shall be required to submit an EMD of Rs. 110.00 Lakh in the form of Bank Guarantee to the Authority as per terms of the RFP.
4. The prospective bidder shall be required to submit a Performance Security equivalent to 5% value of the Estimated Project Cost in the form of Bank Guarantee to the Authority as per terms of the RFP.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

5. The RFP may be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
6. Possession of DSC and registration of the contractor on the portal i.e., <https://eproc.punjab.gov.in> is a prerequisite for e-tendering. For further details and e-tendering schedule, visit website <https://eproc.punjab.gov.in>.

-Sd-
Medical officer of Health
Municipal Corporation, Amritsar

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Disclaimer

1. The information contained in this Request for Qualification cum Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their key submissions, technical bid and financial bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project.
3. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Department, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

5. The Department, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre- qualification of Bidders for participation in the Bidding Process.
6. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
7. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Definitions

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed herein. The words and expressions beginning with capital letters but not defined herein, but defined in the Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein. The undermentioned words and expressions used in this RFP shall have the meaning set out below:

Applicable Law	Shall mean all laws, brought into force and effect by the Government of India or the State Government of Punjab, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the Agreement
Applicable Permits	Shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of the Agreement
Authority	Shall mean the 'Municipal Corporation Amritsar'
Agreement	Shall mean the agreement to be executed by the Contractor with the Authority for discharging obligations related to the Project and includes any amendment or modification made to the said agreement in accordance with the provisions thereof.
Bioremediation	Shall mean the process of excavating and reconfiguring legacy waste into windrows, followed by stabilization through aeration and the application of composting bio-cultures, separation of stabilized waste to recover valuable resources such as organic fines, bricks, stones, plastics, metals, clothes, and rags, RDF, inert etc. and environmentally responsible disposal of recovered resources through approved methods.
Financial Capacity	Shall have the meaning ascribed to it in Clause 3.3
Legacy Waste	Shall mean the existing municipal solid waste, including but not limited to garbage, trash, and other discarded materials, that has been dumped or disposed of at the Bhagtanwala Dumpsite prior to the commencement of this Project, and which requires bioremediation

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

	and disposal in accordance with applicable laws and regulations.
MSW or Municipal Solid Waste or Waste or Solid Waste	Shall mean the Municipal Solid Waste as described under the Solid Waste Management Rules, 2016
Project	Means the work of Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar, as per terms and conditions of the Agreement
Project Area	Shall mean the area earmarked by the Authority at the Bhagtanwala Dumpsite
Project Duration/Period	Shall mean the period of 15 months from the date of issuance of letter of Award of Work
Contractor	Shall mean the Bidder that has been issued the Letter of Award by the Authority for the Project
SWM Rules	Shall mean the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986)
Technical Capacity	Shall have the meaning ascribed it in Clause 3.2

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

1. Introduction

1.1 Project Background

The Municipal Corporation Amritsar has initiated the online bidding process for selection of Contractor (“**Contractor**”) for undertaking **the work of Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar** and for providing the services detailed in the Agreement (hereinafter referred to as “**Project**”). The Authority has decided to carry out the bidding process (defined hereinafter) for the selection of the Contractor to whom the project may be awarded.

1.1.1 The brief particulars of the Project are as follows:

Name of the Project	Legacy Waste Quantity (In MT)	Duration of Work Completion	Estimated Project Cost (In Rs.)
Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar	11,00,000 Metric Tons	15 Months	55.00 Cr.

1.1.2 The Contractor shall be responsible for providing the following Project-related services:

- Bioremediation of Legacy Waste in accordance with applicable laws, regulations, and norms.
- Disposal of all aggregates generated from the bioremediation process, in compliance with applicable laws, regulations, and norms.
- Obtaining and maintaining all necessary approvals, permits, and clearances from relevant statutory authorities, as required for the execution of the Project.

1.1.3 The Authority shall receive Proposal(s) and other documents pursuant to this Request for Proposal (“RFP”) as modified, altered, amended and clarified from time to time and such Proposal(s) and other documents shall be prepared and submitted in accordance with terms of this RFP. The Proposal(s) shall be evaluated by the Authority.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

1.1.4 The estimated cost of the project has been specified in Clause 1.1.1 above. The assessment of actual cost, however, will have to be made by the Bidders.

1.2 General Information

1.2.1 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or Authority's right to amend, alter, change, supplement or clarify the scope of Project, the project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.2.2 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by Municipal Corporation Amritsar (collectively the "**Bidding Documents**"), and the Bid shall be prepared and submitted in accordance with such terms on or before the date specified for submission of the Bid (the "**Bid Due Date**").

1.2.3 The Contractor shall be required to undertake obligations with respect to the Project and execute the "**Agreement**" with the Authority.

2. Brief Description of Bidding Process

2.1 General

The Authority has adopted a single stage online bidding process consisting of submission of a technical bid and a financial bid (both terms are defined hereafter) (the “Bidding Process”) for selection of the Bidder for award of the Project. Any person intending to participate in the Bidding Process online, is required to get registered for the electronic tendering system on the portal <https://eproc.punjab.gov.in>. For more details, please see the information in registration info link on the home page.

Eligibility and qualification of the bidder (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted (“Technical Bid”) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid submitted online (“Financial Bid”) shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. For avoidance of doubt and to avoid any ambiguity, it is hereby explicitly stated that Tender Fee, (EMD)/Bid Security, Pre-Qualification and Technical Bid documents shall be submitted by the Bidders in physical hard copy form. In contrast, the Financial Bid shall be submitted online exclusively, and no physical hard copy of the Financial Bid shall be accepted from the Bidders.

- 2.1.1 Bidders shall be required to examine the Project in greater detail and carry out such studies at their cost before submitting their respective Bid for award of the Project.
- 2.1.2 The Bids are to be submitted online and are required to be digitally signed, therefore, the Bidders are advised to obtain DSC.
- 2.1.3 The Bidders may be called for a technical presentation to share their approach and methodology for undertaking the Project including their views on the Project milestones and timelines.
- 2.1.4 The Authority reserves the right to visit at its own cost, one or more Project Area(s) listed by the Bidder in its list of experience, to independently verify and satisfy itself about the quality of work performed and also verify the certificates filed by the Bidder,

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

as part of Bidding Documents. Bidders shall be responsible to organize meetings with their respective clients and also take around Department's team in the Project Area(s).

- 2.1.5** Any queries or request for additional information concerning this RFP shall be submitted through email on email-id mentioned in this RFP document. Bidders are advised to be specific and pose clause wise queries in an unambiguous manner. The Authority reserves the right not to respond to vague and frivolous queries. The subject of the email shall mention the following:

“QUERIES/REQUEST FOR ADDITIONAL INFORMATION: FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR”

The pre-bid queries should be submitted in the format specified below to be considered for response.

Pre-bid queries not submitted in the prescribed format shall not be responded to

Sr. No.	Page No.	Clause No.	Query	Suggestion, If any
1.				
2.				
3.				
4.				
5.				
Name & Designation of Point of Contact:				
Contact No.:				
Email Id:				
Organization:				

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

2.2 Schedule of Bidding Process

2.2.1 The Authority would endeavor to adhere to the following schedule: However, the Authority may, at its own discretion, revise or extend any of the timelines set-forth in this schedule.

Activity Description	Date & Time
Issue of RFP
Pre-Bid Meeting
Bid Due Date
Physical Hard Copy Submission
Opening of EMD & Pre- Qualification/Technical Bid
Opening of Financial/Price Bid	Will inform to Technical Qualified Bidders

2.2.2 The date and time will be binding on all the Bidders. The Bidders are required to complete the stage within the stipulated time as per the schedule to continue their participation in the Bidding Process. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined in the Instruction to Bidders. The Bidder should check the status of a particular stage by following the below mentioned procedure:

1. Click on "Main" after login into the portal
2. Select "RFP Search" and click on "Go"
3. Next screen will appear on the screen and click on "Search" button to view the list of various tenders.
4. Select the RFP whose status is to be viewed by clicking on the RFP no.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

5. Click on “Action page” button. The status of all the stages i.e., whether "Pending" or "Completed" can be viewed.
 6. The Bidder should ensure that the status of a particular stage should be shown as "Completed" before the expiry date and time of that particular stage and he should possess a copy of receipt of completion of each stage to be performed from his end. It will be the sole responsibility of the Bidder if the status of a particular stage is "Pending" till the expiry date and time of that stage, and he is not able to proceed further in the e-tendering process.
- 2.2.3 The pre-bid meeting will be held online.
- 2.2.4 Any queries relating to Bidding Documents should be given in favor of **The Health Officer, Municipal Corporation Amritsar, Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001**, Email-Id..... until the pre-bid meeting.
- 2.2.5 Physical hard copy submission of documents mentioned in Clause 2.1 after online submission, will be done by the Bidders in the office of **The Health Officer, Municipal Corporation Amritsar, Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001**, as per the schedule mentioned in Clause 2.2.1.
- 2.2.6 Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at e-tendering portal Also, the bidder will be held liable solely, in case, while bidding in particular stage - Date & Time expired as per the key dates available on the RFP document. Key dates are subject to change in case of any amendment in schedule due to any reason stated by concerned officer of the Authority.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

2.3 Instruction to Bidders

2.3.1 Number of Bids and costs thereof:

No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be. The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3.2 Cost of RFP Document Fee

The cost of the RFP document is Rs. 10,000 (Ten Thousand Rupees). This fee is non-refundable.

2.3.3 Submission of RFP Document Fees:

The Bidder shall pay to the Authority a non-refundable sum of Rs.10,000 (Ten Thousand Rupees) to be paid online through payment gateway during the "Downloading of RFP Document & Payment of RFP Document fees", as the cost of downloading the Bidding Documents ("Document Fees").

2.3.4 Submission of Bid Security:

The Bid Security deposit fee should be submitted in the form of Bank Guarantee from a scheduled bank in favor of **The Municipal Commissioner, Municipal Corporation Amritsar**. For online submission, a scan copy of the respective proof should be uploaded along with the submission of Bid. For manual submission, original hard copy of the Bank Guarantee to be sent as per Clause 2.2.5.

2.3.5 Right to accept and to reject any or all bids:

Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (i) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the Authority to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- (ii) The Authority reserves the right to reject any Proposal and appropriate the Bid Security if in case it is found during the evaluation or at any time before signing of the Agreement or after its execution or during the period of subsistence of the Agreement that:
- a. The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information, or
 - b. The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- (iii) Any misrepresentation or furnishing an / improper response shall lead to disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified/ rejected. The Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the Letter of Award (“LoA”) or entering into of the Agreement, and if the Bidder has already been issued the LoA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Contractor, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security or EMD, as the case may be, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, effort, cost and effort of Authority, without prejudice to any right or remedy that may be available to Authority.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- (iv) Further, in case disqualification or rejection occur after appointment of Contractor or in case the Contractor does not sign the Agreement, then the Authority shall take any such measure as it deems fit in the sole discretion of the Department, including annulling the Bidding Process and proceeding with re-tendering the Services.

2.3.6 Other Instructions

- (i) The Bidders shall submit details of their Financial Bid in the online templates of the online Bid. The Financial Bid has to mandatorily be submitted online.
- (ii) Technical Bid Documents with EMD/Bid Security document should be put in separate sealed envelopes and the sealed envelopes shall be sealed in another cover and delivered to the office of Municipal Corporation Amritsar as per the schedule mentioned in Clause 2.2.1.
- (iii) Bidders must strictly abide by the stipulations set forth in notice inviting RFP and while tendering for the work, the Bidders shall adopt only the two-envelope system.
- (iv) The envelope containing the Financial Bid shall not be accepted physically under any circumstances. In case any bidder does not comply with procedure given above, the Bidder shall be disqualified from the Bid. Such defaulting Bidder may be de-listed without any notice for failing to abide by the strictly approved terms of notice inviting Proposals in response to the RFP.
- (v) The Bids which are not accompanied by the Bid Security or proof of Bid Security or do not strictly follow the requirements set out in the Bidding Documents, are liable to be rejected summarily.
- (vi) Bids which are subjective or dependent upon the quotations of another bidder shall be summarily rejected.
- (vii) The Bids of the bidders which do not satisfy the eligibility criteria (i.e., Technical Capacity and Financial Capacity set out in Clause 3.2 & Clause 3.3 in the RFP Document) are liable to be rejected summarily without assigning any reason and no claim whatsoever on any account will be considered in such cases of rejection.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

2.4 Amendment of RFP

- 2.4.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by Bidders, modify the terms of this RFP by the issuance of any addendum/corrigendum.
- 2.4.2 In order to provide the Bidders a reasonable time for taking an addendum or corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

2.5 Pre-Bid Meeting

- 2.5.1 A Pre-Bid Meeting will be held online on the date specified in the RFP (Schedule of Bidding Process). Bidders are invited to attend the Pre-Bid Meeting, and their designated representative(s) are also welcome to participate through online mode.
- 2.5.2 Bidders intending to attend the Pre-Bid Meeting may attend the meeting through the link **[Insert Pre-Bid Meeting Link]**.
- 2.5.3 The purpose of the Pre-Bid meeting is to provide Bidders with an opportunity to clarify any queries or concerns they may have regarding the Project, Project site, and RFP document.
- 2.5.4 Following the Pre-Bid Meeting, the terms and conditions of the RFP document will be finalized, with or without amendments, as applicable.
- 2.5.5 Attendance at the Pre-Bid Meeting is not mandatory, and non-attendance will not result in disqualification. However, all Bidders will be bound by the terms and conditions of any Addendum(s) issued, regardless of their attendance at the Pre-Bid Meeting.
- 2.5.6 Municipal Corporation Amritsar reserves the right to extend the Deadline for Submission of Bids at its sole discretion.
- 2.5.7 Pre-Bid Meeting Details:
Date: **[DD/MM/YYYY]**
Time: **[00:00 AM/PM]**
Link: **[Insert Meeting Link]**
Contact Information: Email: **[Insert Email]**, **Phone:** **[Insert Phone Number]**

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

2.6 Preparation and Submission of Bids

2.6.1 Language and Currency

2.6.1.1 The Bid and all related correspondence and documents shall be written in **English** language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.6.1.2 The currency for the purpose of the Bid shall be **Indian Rupee (INR)**.

2.6.2 Validity of Bid

2.6.2.1 The Bid shall indicate that it would remain valid for a period 180 (One Hundred Eighty Days) from the Bid Due Date (Bid Validity Period). The Authority reserves the right to reject any Bid that does not meet this requirement.

2.6.2.2 Prior to expiry of the original Bid Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Bid but would be required to extend the validity of its Bid Security for the period of extension.

2.7 Bid Security

2.7.1 The Bidder will be required to deposit, along with the Bid, a Bid Security of INR Rs. 55.00 Lakh in the form of a bank guarantee from a nationalized bank/Scheduled Bank in India in favor of **The Municipal Commissioner, Municipal Corporation Amritsar**. For avoidance of doubt, Scheduled bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

2.7.2 The Bid Security, if given in the format of bank guarantee shall be valid at least for the duration of the Bid Validity Period, exclusive of claim period of 45 (forty-five days) and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- 2.7.3** The Bid Security shall be returned to unsuccessful Bidder(s) within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Agreement.
- 2.7.4** The Bid Security shall be forfeited in the following cases:
- If the Bidder fails to meet the requirements and provision of the RFP;
 - If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and
 - If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the Authority.
 - For grounds provided in the Bid Security.
- 2.7.5** Bidder(s) may note that the Authority will not entertain any deviations to the RFP Document at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidder(s) will be unconditional and unqualified and the Bidder(s) would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the Agreement. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.

2.8 Correspondence

- 2.8.1** All necessary correspondence/enquiries in hard copies should be submitted to the following in writing by fax/post/courier:

Attn. of	The Health Officer
Address	Municipal Corporation Amritsar Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001
Phone/Fax No.	+91 84270-52800
Email-Id

- 2.8.2** No interpretation, revision, or other communication from the bidders regarding this solicitation shall be valid unless it is in writing and is signed by the Authorized signatory. The Authority may choose to send to all Bidder(s) or will upload on the website /portal written copies of responses, including a description of the enquiry.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

2.9 Format and Signing of Bid

2.9.1 The Bidder shall provide all the information sought under this RFP and upload the same online as a part of its online submission of Bid as well as by way of physical submission of original copy of the Enclosures of Bid, as specified in this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Any and all conditional Bids shall be liable to be summarily rejected.

2.9.2 The Physical hard copy of the Technical Bid shall be submitted by the Bidder in the following two separate envelopes:

- i. Proof of deposit of Bid Security - **Envelope 'ED'**
- ii. All the documents in support of eligibility criteria and Technical Bid containing all information and documents - **Envelope 'TI'**

The envelopes 'ED' and 'TI' shall be kept in a big outer envelope, which shall also be sealed. In the first instance, the Envelope - 'ED and TI' of all the Bidders shall be opened in the presence of such bidders who either themselves or through their representatives choose to be present. After that the online Financial Bid will be opened as per schedule. The physical hard copy as mentioned which are to be submitted shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

2.9.3 The online submission of the RFP shall be submitted by the bidder in the following three separate envelopes:

Envelope 'ED' - Bid Security Deposit Envelop

The online Bid Security Envelope shall contain reference details of the Bid Security Deposit instrument and scanned copy of documents.

Envelope 'TI' - Technical Bid Envelope

The online Technical Bid Envelope shall contain the information and scanned copies of the Documents/Certificates as required to be submitted supporting eligibility criteria and technical Bid.

Envelope 'CI' – Financial Bid Envelope

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

To be only submitted (mandatory) online- "Information related to Price Bid of the Tender". Price bid should not be submitted in the form of hard copy.

The bidder can submit their Bid Documents as per the dates mentioned in the schedule above, subject to the following conditions:

- a. The Bid Document without Bid Security money will not be opened.
- b. The Bid Document of the bidder who does not satisfy the Pre-Qualification and Technical Bid Criteria in the bid documents is liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.

2.9.4 The Bid submitted by the Bidder shall remain open for acceptance during the Bid Validity Period. If any bidder withdraws his Bid before the said period, any modifications in the terms and conditions of the Bid, the said Bid Security shall stand forfeited. Bids would require to be valid for 6 months from the date of closing of online bid.

2.9.5 Technical Bid Envelop shall include scanned copies of:

- (a) Acknowledgement of RFP Document as per **APPENDIX-I**;
- (b) Covering Letter cum Project Undertaking as per **APPENDIX-II**;
- (c) Anti-Collusion Certificate as per **APPENDIX-III**;
- (d) Bid Security and Tender Fee Details as per **APPENDIX-IV**;
- (e) Format for Not Being Blacklisted or Debarred as per **APPENDIX-V**;
- (f) Bid Security in the form of Bank Guarantee as per **APPENDIX-VI**; (Separate Envelope – 'ED', as mentioned in Clause 2.9.3)
- (g) Power of Attorney for signing of Bid as per the format at **APPENDIX-VII**;
- (h) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at **APPENDIX-VIII**;
- (i) Company Incorporation Certificate;
- (j) Company PAN card;
- (k) Company GST No;
- (l) Company MOA;
- (m) Company AOA;
- (n) Company TAN Certificate;

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- (o) Details of Bidders as per **ANNEXURE – I**;
- (p) Financial Capacity of the Bidder as per **ANNEXURE – II**;
- (q) Financial Capacity Documents/Certificates as mentioned in Clause 3.3
- (r) Summary of Eligible Projects as per **ANNEXURE – III**;
- (s) Details of Eligible Projects as per **ANNEXURE – III (A)**;
- (t) Technical Capacity Documents/Certificates as mentioned in Clause 3.2
- (u) Environment, Health & Safety Management Plan as per **ANNEXURE – IV**;
- (v) Statement of Legal Capacity as per **ANNEXURE – V**;
- (w) Joint Bidding Agreement as per the format set out in **ANNEXURE – VII**;

2.9.6 Financial Bid as per the format set out in **ANNEXURE – VI**. For the avoidance of doubt, the Financial Bid shall only be submitted online as per the provision of this RFP and there shall be no physical submission of such Financial Bid. Physical submission of the Financial Bid shall lead to the Bid being summarily rejected.

2.9.7 After the online submission, the physical hard copy submission of following original documents should be done by the bidders as per the mentioned dates in Clause 2.2.1 – Schedule of bidding:

- i. Bank Guarantee for Bid Security
- ii. Documents/Certificates mentioned in Clause 2.9.5 except Financial Bid

2.9.8 Other Documents: The Bidder must enclose the following documents with the bid:

- Experience Certificate clearly stating quantity of legacy waste remediated from the Employer/ Client along with Agreement/ Work Order of the project shall be furnished in support of Project claimed for Technical Capacity.
- Certificate(s) from its statutory auditors/Chartered Accountant in support of its Financial Capacity.
- The Bidder should submit charter document or board resolution in favour of the executant to support the Power of Attorney. In the case of a Consortium, the Members should submit a charter document or board resolution in favour of executant to support the Power of Attorney in favour of the Lead Member.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

2.9.9 Envelopes should be sealed and stamped in a single envelope, earmarked with

**“BID SUBMISSION DOCUMENTS FOR BIOREMEDIATION & DISPOSAL
OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL
CORPORATION AMRITSAR”**

**“TO BE OPENED BY TENDER OPENING COMMITTEE ONLY”
AND “SUBMITTED BY”**

“NAME, ADDRESS AND CONTACT NO. OF THE BIDDER”

2.9.10 The envelope shall be addressed to:

Attn. of	The Health Officer
Address	Municipal Corporation Amritsar Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001
Phone/Fax No.	+91 84270-52800
Email-Id

2.9.11 If the envelope is not sealed and marked as instructed above, the Bid may be deemed to non- responsive and would be liable for rejection. The Authority assumes no responsibility for the misplacement or premature opening of such Bid submitted.

2.10 Bid Due Date

2.10.1 Bids should be submitted before the Bid Due Date mentioned in the Schedule of Bidding Process, to the address provided in Clause 2.9.10 in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.

2.10.2 The Authority, at its sole discretion, may extend the Bid Due Date by issuing an Addendum.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

2.11 Late Bids

Any Bid received after the Bid Due Date will be returned unopened to the Bidder by the Authority.

2.12 Modification and Withdrawal of Bids

The Bidders are not allowed to modify or withdraw the Bids; once they are submitted.

2.13 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the shortlisted Bidder(s) shall not be disclosed to any person not officially concerned with the process. The Bidder will treat all information submitted as part of Bid in confidence and will ensure that all who have access to such material treat it in confidence. The Bidder will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

2.14 Clarifications

To assist in the process of evaluation of Bids, the Authority may, at its sole discretion, ask any Bidder for clarification on its Bid. The request for clarification and the response shall be in writing. No change in the substance of the Bid would be permitted by way of such clarifications. However, such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose.

If a Bidder does not provide clarifications sought under this Clause above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Proprietary data.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.15 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

3. Eligibility Criteria

3.1 Pre-qualification criteria:

- 3.1.1** The Bidder may be a single entity or a group of entities (the “Joint Venture/Consortium”), coming together to implement the Project.
- 3.1.2** A Bidder may be a natural person or a body corporate including but not limited to a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin or a society registered under the Societies Registration Act, 1860 or any other applicable governing law or a trust registered under the Indian Trusts Act, 1882 or any other governing law for public trusts or a partnership, limited liability partnership or a sole proprietorship registered under the relevant applicable governing law or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture/Consortium subject to the conditions set out in the RFP.
- 3.1.3** Total number of members in a Joint Venture/Consortium shall not exceed two (2).
- 3.1.4** Lead Member of the JV/Consortium shall have shareholding of at least 51% (fifty one percent).
- 3.1.5** Second member of the JV/Consortium shall have the shareholding not less than 26% (ten percent).
- 3.1.6** The Bid should include a brief description of the roles and responsibilities of individual members of the JV/Consortium, particularly with reference to financial, technical and operation and maintenance (O&M) obligations.
- 3.1.7** A copy of the Joint Bidding Agreement/Consortium should be attached to the Bid (as per format provided in Annexure-VI).
- 3.1.8** A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of Authority.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

3.1.9 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate (or any constituent thereof) is less than 25% of the paid up and subscribed capital of the other Bidder, its Member or Associate (or any constituent thereof); or
- b. A constituent of such Bidder is also a constituent of another Bidder; or
- c. Such Bidder, its member or Associate receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
- d. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. Such Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest.
- f. Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or, such Bidder has participated as a consultant to Municipal Corporation Amritsar or other participating ULBs in the preparation of any documents, design or technical specifications of the Project. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 5 (five) years from the date of commercial operation of the Project.

- g. Any entity which has been barred/ blacklisted by the Central/ State Government, or an entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws), would not be eligible to submit a Bid, either individually or as member of a Consortium.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause, shall include each Member of such Consortium.

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

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of a Bidder bidding individually or as a Consortium Member for the Project shall be provided to demonstrate that a person is an Associate of the Bidder bidding individually or the Consortium, as the case may be.

- 3.1.10** Any entity which has been barred by the Central/ State Government, or any entity controlled by the Central/State Government, from participating in any project, and the bar subsists as on the date of Bid, the said entity would not be eligible to submit a Bid for the Project, either individually or as member of a Consortium.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

3.1.11 A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial Authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate.

3.2 Technical Capacity Criteria:

To demonstrate its technical capacity, the bidder (Single Entity or Joint Venture/Consortium) must have the following experience in last 7 years from the bid due date:

- 1 (One) bioremediation and disposal of legacy waste project of 80% of the total defined legacy waste to be remediated; or
- 2 (Two) bioremediation and disposal of legacy waste projects of 50% of the total defined legacy waste to be remediated; or
- 3 (Three) bioremediation and disposal of legacy waste projects of 40% of the total defined legacy waste to be remediated.

Note:

- The eligible projects claiming "the Technical Capacity Criteria" should have been executed for any Urban Local Body/ Government / Public Sector Undertakings in India with direct contract with them. No sub-contract project experience shall be considered for qualification to Technical Capacity.
- In case an eligible project for accessing "the technical capacity criteria" under 3.2 has been executed by the Bidder in a consortium, then the entity claiming such eligibility should satisfy both of below conditions:
 - (a) have held minimum 51% share in the project for which the experience is being claimed, the claiming entity shall produce proof of percentage shareholding in the project for which experience is being claimed.
 - (b) The project shall be qualified as 'eligible project' for "the technical capacity criteria" only if the percentage shareholding of the claiming bidder in the project multiplied

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

with the total project capacity is satisfying the criteria laid down in clause 3.2 above.

- The Lead member should meet minimum 51% of the technical capacity criteria and Combined Technical experience of all Consortium/Joint Venture members (“the Lead Member” and “the other Member”) shall be considered towards qualifying and evaluation of Technical Capacity as mentioned in clause 3.2 of this RFP document.

3.3 Financial Capacity Criteria

For demonstrating financial capacity, the Bidder shall have to fulfil the following conditions (the “Financial Capacity”):

- (i) The Bidder shall have an average annual turnover of at least 50% of the estimated project cost in the last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24) preceding the financial year in which the bid is invited.

In the case of a Joint Venture (JV) or Consortium, the average annual turnover of the members shall be considered in proportion to their respective share in the JV/Consortium, and the combined average annual turnover of all members shall meet the minimum eligibility criterion.

- (ii) The Bidder shall demonstrate a positive net worth and shall have been a profit-making organization (with Net Profit after Tax) in each of the last three financial years (FY 2021-22, FY 2022-23 & FY 2023-24) preceding the financial year in which the bid is invited.

In the case of a Joint Venture (JV) or Consortium, each member shall individually meet the above criteria, demonstrating a positive net worth and profitability (with Net Profit after Tax) in each of the last three financial years preceding the financial year in which the bid is invited.

For the purposes of this RFP, Net Worth means:

- a. In case the Bidder is a company, the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- b. In case the Bidder is a trust or a society, the sum of available corpus and reserves.
 - c. In case for individual person shall mean: Assets (including cash)- all liabilities.
 - d. For Sole Proprietorship shall mean: Total assets-total liabilities.
- (iii) Bidder shall have availability of credit facilities/ Solvency of no less than 25% of the estimated Project Cost at the time of submission of this bid. The bidder shall furnish Certificate for availability of Credit Facility/ Solvency Certificate issued from a Scheduled/ Nationalized bank for meeting the fund requirement to this effect and the Solvency certificate older than four months from Bid due date will not be accepted.
- In the case of a Joint Venture (JV) or Consortium, the credit facilities/solvency of each member shall be considered in proportion to their respective share in the JV/Consortium, and the combined credit facilities/solvency of all members shall meet the minimum eligibility criteria.

Note: The Bid must be accompanied by the Audited Annual Reports of the Bidder with valid UDIN (of each Member in case of a JV/Consortium) for the last 3 (three) financial years, at the close of the preceding financial year prior to the Bid Due Date.

4. Bid Evaluation

4.1 Tests of Responsiveness

4.1.1 Prior to evaluation of the Bid(s), the Authority will determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive if:

- a.** It is received as per format prescribed under the RFP;
- b.** It is received by the Bid Due Date including any extension(s) granted by the Authority;
- c.** It is signed, sealed, bound together in hard cover, and marked as stipulated in the RFP document.
- d.** It is accompanied by the Power of Attorney as specified in RFP and in the case of a Consortium, the Power of Attorney as specified in RFP.
- e.** It contains all the information and documents (complete in all respects) as requested in this RFP;
- f.** It contains information in formats specified in this RFP;
- g.** It does not contain any condition or qualification; and
- h.** It is not non-responsive in terms hereof.

4.1.2 The Authority reserves the right to reject any Bid which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by the Authority in respect of such Bids.

4.1.3 Conditional Bid shall not be considered. Any Bid found to contain conditions attached, will be rejected.

4.2 Part I – Technical Bid

4.2.1 Bidders who meet the Pre-Qualification requirements as specified in this RFP shall be considered qualified to proceed to the Technical Bid evaluation stage.

4.2.2 Technical Bid Evaluation: The Bid Evaluation Committee (BEC) shall evaluate the Technical Proposals of the Pre-Qualified Bidders. Only Bidders who meet the technical

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

and financial capacity criteria shall be considered qualified in the Technical Bid and shall be eligible to proceed to the next stage of Financial Bid opening.

In the event that a Bidder submits a Bid for the Project, and the Bidder does not meet the Technical or/and Financial Capacity as described under Clause 3.2 and 3.3 above, the Bidder shall be disqualified, and the Financial Bid of such Bidder shall not be opened.

4.3 Part II – Financial Bid

The Bidder with the lowest quoted rates/ton (“L1 Bidder”) for Bioremediation & Disposal of Legacy Waste Fee at Bhagtanwala Dumpsite shall be deemed the Successful Bidder (Contractor).

5. Selection of Bidder

The Contractor shall be selected based on the Lowest Cost Selector (LCS) method, where the technically qualified bidder with the lowest financial bid (L1 Bidder) shall be awarded the tender.

The selection process shall involve:

- Technical evaluation of bids to qualify bidders.
- Opening of financial bids from technically qualified bidders.
- Award of tender to the L1 Bidder.

6. Appointment of Contractor

- 6.1** Upon selection of the Successful Bidder, the Authority shall issue a Letter of Award (LoA) in duplicate to the Successful Bidder. The Successful Bidder shall, within seven (7) days of receipt of the LoA, sign and return the duplicate copy of the LoA to the Authority as acknowledgement. Failure to return the signed LoA by the stipulated date may result in Authority appropriating the Earnest Money Deposit (EMD) as damages, unless an extension of time is granted.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- 6.2** The issuance of the LoA shall not confer any rights upon the Successful Bidder. The Authority reserves the right to annul the award process, including the execution of the Agreement, without liability or obligation, and without providing reasons.
- 6.3** Upon issuance of the LoA, the Authority shall release the EMD of all Bidders, except the Successful Bidder.
- 6.4** Following acknowledgement of the LoA, the Successful Bidder shall execute the Agreement within the prescribed period. The Successful Bidder shall not be entitled to seek any deviations, modifications, or amendments to the Agreement.

7. Performance Security

- 7.1** The Licensee shall submit a Performance Security deposit in the form of a Bank Guarantee in favor of the Municipal Commissioner, Municipal Corporation Amritsar, issued by a Scheduled or Nationalized bank. The amount of the Performance Security shall be equivalent to 5% value of the Contract Value. The Performance Security shall be submitted within the fifteen (15) days of issuance of Letter of Award to the Successful Bidder. The Bank Guarantee shall be valid up to 180 days after the date of Completion of Project.
- 7.2** In the event that the successful Bidder's quote is less than 10% of the estimated cost of the Project, the Bidder shall be required to submit an additional Performance Security in the form of a Bank Guarantee. The amount of the additional Performance Security shall be equivalent to difference between estimated cost of Project @ 10% below and Quoted Rate.
- For example, if the estimated cost of the Project is ₹100 lakhs and the Bidder's quoted price is ₹80 lakhs (i.e., less than 10% of the estimated cost), the additional Performance Security shall be of ₹10 lakhs (₹90 lakhs - ₹80 lakhs).
- The Bank Guarantee shall be submitted by the successful Bidder before signing of the Contract Agreement in favor of the Municipal Commissioner, Municipal Corporation Amritsar, and shall be valid up to 180 days after the date of Completion of Project.
- 7.3** If the Successful Bidder fails to submit the Performance Security within the stipulated time, Authority reserves the right to cancel the Letter of Award issued to the Successful

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- Bidder without notice and invoke the Earnest Money Deposit (EMD) of such Successful Bidder.
- 7.4 No interest shall be payable on the Performance Security deposited with the Authority.
- 7.5 The Performance Security shall be forfeited if the Contractor:
- abandons or fails to perform the contract at any time during the Project Period; or
 - submits fake or bogus documents in the tender to gain the contract, resulting in termination of the contract.
- 7.6 The Performance Security shall also be forfeited if the Contractor fails to perform the contract at any time or in other events as provided elsewhere in the contract.
- 7.7 The Performance Security shall be released to the Contractor only upon fulfillment of all the following conditions:
- Successful implementation of the project as stipulated in the agreement.
 - Effective management, operation, and maintenance of all services under this agreement.

8. Fraud and Corrupt Practices

The Applicants participating in the bidding process and responding to the RFP and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

Without prejudice to the rights of the Authority under the RFP hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:

- a.** “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Participating ULBs who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Participating ULBs, shall be deemed to constitute influencing the actions of a person connected with the a) Bidding Process); engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Participating ULBs in relation to any matter concerning the Project;
- b.** “fraudulent practice” means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c.** “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d.** “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Participating ULBs with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- e. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

9. Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Punjab shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process. The Department, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- Consult with any Bidder in order to receive clarification or further information;
- Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
- Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid, the Bidder agrees that the Authority, its employees, agents and advisers are irrevocably, unconditionally, fully and finally indemnified from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

10. Scope of Work

The current project intends to undertake the works required for Bioremediation & Disposal of Legacy Waste old Dumped Municipal Solid Waste/Legacy Waste at Bhagtanwala Dumpsite for the Municipal Corporation Amritsar. The contract shall be awarded to the successful bidder ("the Contractor") for a period of 14 Months reckoned from the date of execution of the contract agreement. The Authority shall nominate an Engineer/officer from the ULB (the "Engineer-in charge") for overall supervision, monitoring and certification of the works executed by the contractor. The brief scope of work to be carried out by the Contractor during the execution of the intended project includes, but not limited to, the following component:

- The Contractor shall conduct a Contour/Total Station Survey or Drone Mapping to determine the precise waste quantity and volumetric estimation before initiating the work.
- The Contractor shall submit the pre-remediation survey report to the Authority within 20 days from the issuance of letter of award of work.
- The Contractor shall submit the detailed roll out/action plan of bioremediation activities with the timeline within 30 days from the issuance of letter of award of work.
- The Contractor shall deploy the required machinery, equipment, and manpower within 30 days of signing Agreement.
- The machinery must include, but is not limited to, excavators, trommel screens, density/ballistic separators, loaders, conveyors, and dust suppression systems.
- The workforce shall include trained workers, operators, supervisors, and a designated Manager authorized to represent the Contractor in interactions with the Authority.
- The Contractor shall ensure compliance with labor laws and safety standards for all deployed personnel.
- The Contractor shall assess, excavate, screen, segregate, and process the legacy waste at the Bhagtanwala Dumpsite using bioremediation and mechanical segregation techniques.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- The remediation shall be carried out up to ground level, ensuring 100% processing of the waste.
- The entire process shall comply with environmental norms, including Central Pollution Control Board (CPCB) and Hon'ble National Green Tribunal (NGT) guidelines.
- The methodology adopted for bioremediation shall be subject to prior approval from the Authority.
- The Contractor shall ensure the environmentally safe disposal of all segregated materials in accordance with the following guidelines:
 - Refuse Derived Fuel (RDF) shall be supplied to waste-to-energy plants, cement kilns, or other authorized co-processing units and Contractor shall submit the disposal certificate to the Authority with the monthly running bill.
 - Inert Material, such as soil-like material, shall be utilized for low-lying landfilling, road construction, or other permissible applications as per the Solid Waste Management Rules, 2016.
 - Construction and Demolition (C&D) Waste shall be disposed of at approved C&D waste recycling facilities or in accordance with municipal guidelines.
 - Bio-soil shall be utilized for landscaping, soil conditioning, or other suitable environmental applications.
 - Metallic and Recyclable Waste shall be handed over to authorized recyclers for responsible recycling and disposal.
- The Contractor shall conduct monthly Contour/Total Station surveys to track progress and volumetric reduction of waste and submit the report to the Authority with the monthly running bill.
- The Contractor shall install a fully electronic, tamper-proof, automatic weighbridge system at the site.
- The weighing system shall be integrated with an online backup server for real-time data storage.
- The data shall be automatically recorded and made available to Authority upon request.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- Weighing shall be conducted for the Incoming legacy waste which is going to be processed and Segregated waste fractions before going out of the site for disposal.
- The Contractor shall arrange for power backup (DG sets or other alternatives) to ensure uninterrupted operations.
- Temporary site infrastructure, including worker rest areas and first-aid facilities, shall be established at the project site.
- The Contractor shall ensure proper leachate collection and its management as per environmental norms.
- Adequate dust suppression, odor control, and vector control measures shall be implemented to prevent environmental nuisances.
- Compliance with all statutory environmental clearances and norms is mandatory.
- Adequate safety measures, firefighting arrangements, and emergency preparedness protocols shall be in place.
- The site shall be fenced and secured to prevent unauthorized access.
- All operations shall be monitored via CCTV cameras, and live feed shall be provided to the Authority.
- The Contractor shall maintain daily records of the work executed, including Quantity of waste excavated and processed, Segregated waste fraction details, Weight records (in metric tons).
- Monthly Contour/Total Station surveys shall be conducted to track progress and volumetric reduction of waste.
- A detailed Monthly Progress Report (MPR) shall be submitted to the Authority, including Mass balance sheet for waste processing and disposal, Contour/Total Station survey reports showing volumetric waste reduction, Challenges and corrective actions taken during execution.
- The site shall be fully cleared of all waste and segregated fractions before submission of the final bill.
- All temporary infrastructure, machinery, and materials shall be removed from the site after receiving the completion certificate by the Authority.
- The dumpsite shall be handed over to the Authority free from waste within 15 months of award of work.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- The Contractor shall obtain all necessary permissions and clearances from regulatory authorities before commencing work.
- The project shall adhere to applicable norms, including SWM Rules, 2016 (with amendments), CPCB Guidelines for Legacy Waste Remediation, NGT Orders on Bioremediation and Environmental Protection Act, 1986.
- At the end of the project term bidder has to submit a document of complete Bio-remediation work of legacy waste at site as per NGT compliances including the before after photos of the site at various stages.

11. Project Period

The Project Period for the Project shall be fifteen (15) months, commencing from the Effective Date of the Letter of Award.

12. Project Site

The Project shall be situated on a parcel of land at Bhagtanwala Dumpsite.

13. Payments Terms

13.1 The Authority shall make payments to the Contractor on a monthly basis, subject to the submission of monthly bills accompanied by all supporting records.

13.2 The Contractor shall submit monthly bills to the Authority, detailing the work completed and services during the preceding month. The bills shall be accompanied by all supporting records, including but not limited to:

- Invoice for service
- Weighbridge Slip Records
- Contour/Total Station Survey/Drone Mapping Report showing volumetric reduction
- Monthly Progress Report with Mass Balance Sheet
- RDF Disposal Certificate

13.3 Upon receipt of the monthly bill and supporting records, the Authority shall verify the same and pay the bill amount within 15 (fifteen) days of submission be subject to deductions and penalties, as per the terms and conditions of this Agreement.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- 13.4** The Authority reserves the right to deduct any sums due to the Authority from the bill amount on account of:
- Liquidated Damages for delay
 - Penalties for non-performance
 - Any other sums due to the Authority under the Agreement
- 13.5** Authority shall pay the retained amount after deducting any sums due to the Authority with the payment of next subsequent bill submitted by the Contractor.
- 13.6** Upon completion of the project and the issuance of the completion certificate by the Authority, the Authority shall pay the dues after deducting any sums due to the Authority, within 30 (thirty) days of the issuance of the completion certificate.

14. Obligations of the Authority

- 14.1** The Authority shall hand over the earmarked dump site area to the Contractor, free from any encumbrances, to enable the Contractor to set up machinery and take necessary activities for bioremediation and disposal of legacy waste.
- 14.2** The Authority shall ensure the provision of electricity & water connections to the project site and access road leading to the site.
- 14.3** The Authority shall pay the remediation fees to the Contractor on a monthly basis, as per the agreed-upon terms and conditions. The payments shall be made within the timeframe specified in the Payment Terms clause.
- 14.4** The Authority shall provide all necessary support and cooperation to the Contractor to enable the Contractor to perform its obligations under this RFP.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

15. Key Performance Indicators

Sr. No.	KPI Description	Penalty Amount
1	<p>Non-achievement of Processing Efficiency i.e. monthly milestones, with respect to the reduction of waste quantities as per work schedule.</p> <p>Monthly Processing Target- 1.00 Lakh MT Daily Processing Target [3334 MT] will be calculated as = [1.00 Lakh MT] / no. of days in the month.</p>	<p>No penalty if minimum 95% of daily waste processing target is achieved on daily basis.</p> <p>If the daily waste processed is less than 95% of [3334 MT] - Penalty of INR 50 per ton for every extra ton of waste not processed below [95%] of [3334 MT] will be levied.</p> <p>Exclusions:</p> <ul style="list-style-type: none"> • Penalty not applicable if the monthly target [1.00 Lakh MT] is met by the end of the month. • Factors not under the control of the operator.
2	Non-compliance to SWM Rules 2016 and other Environmental Standards notified by regulatory authorities or as specified in the RFP.	Rs. 2,000/- per incidence per day, till the compliance of the failure is achieved.
3	Non-compliance of Safety Standards, use of Personal Protective Equipment, fire safety, slope stability while forming windrows (if any during pre-stabilization process) by the workers.	Rs. 2,000/- per incidence per day, till the compliance of the failure is achieved.
4	Non-availability of Site Facilities as per the detailed plan of action/ work plan, submitted by the Contractor at the start of work and duly approved by the Authority.	Rs. 2,000/- per incidence per day, till the compliance of the failure is achieved
5	Non-function of weighment system due to Technical Problems, in case it is not rectified within 24 hrs.	Rs. 2,000/- per incidence per day, till the compliance of the failure is achieved.
6	Tampering of records at weighbridge or submission of manipulated records or any malpractice which will affect quantity & quality of work done.	50% of the value of bills certified for three (03) preceding months from the month of incidence noticed.
7	Fire incidents	<p>Rs. 20,000/- per additional incidence per day.</p> <p>Exclusion: 1 incident of fire at dumpsite per 10 Lakh MT of residual waste will be exempted from penalty.</p>

**REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR**

Sr. No.	KPI Description	Penalty Amount
8	Fails to uplift/dispose of the processed aggregates i.e., Inert, RDF, and Bio-soil etc. from the dumpsite within 7 days of processing.	Rs. 100/- for every Ton of aggregates lying on the dumpsite beyond the stipulated 7-day period.

16. Project Implementation Timeline

Sr. No.	Particulars	Timeline
1	Date of Issuance of Letter of Award	T
2	Acceptance of Letter of Award	T+7 Days
3	Submission of Performance Security	T+15 Days
4	Submission of Legacy Waste Quantum by through Contour/Total Station Survey/Drone Mapping	T+20 Days
5	Signing of Agreement	T+30 Days
6	Mobilization of Manpower & Machinery	T+60 Days
7	100% Remediation of Legacy Waste	T+14 Months
8	Clearing and Handover of Project Site	T+15 Months

17. Liquidated Damages

17.1 In case the work is not completed within the stipulated period of completion of whole or part of work (Monthly Processing Target) along with all such extensions which are granted to the Contractor for Force Majeure, the penalty shall be levied on the contractor at the rate of 0.05% of the contract amount per day of delay limited to maximum of 10% of contract amount.

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

17.3 If the liquidated damage attains to a maximum of 10% of the contract amount the authority may:

- Terminate the contract agreement and forfeit the Performance Security.
- Retain the contractor on depositing the amount equivalent to such liquidity damage of 10% of the contract amount. However, the retention of the contractor on such

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

ground shall not free him from his liabilities for completion of the work or any future imposition of liquidity damages.

- 17.4 The decision of the Authority in this regard shall be final and binding upon both the parties.

18. Confidential Information and Proprietary Data

18.1 Proprietary Data

All documents and other information provided by the Authority or submitted by a Bidder to the Authority will remain or become the property of the Authority, as the case may be. Bidders should not use any information provided by the Authority in connection with the Bid Process for any purpose other than for preparation and submission of their Bids.

18.2 Confidentiality Obligations of the Authority

The Authority will treat all information, submitted as part of a Bid as confidential and will require all those who have access to such material to treat it in confidence. The Authority may not divulge any such information or any information relating to evaluation of Bids or the qualification of Bidders unless:

- a. such publication is contemplated under this RFP;
- b. such publication is made to any Person who is officially involved with the Bid Process or is a retained professional advisor advising the Authority or the Bidder on matters arising out of or in connection with the Bid Process;
- c. it is directed to do so by any statutory authority that has the power under law to require its disclosure;
- d. such publication is to enforce or assert any right or privilege of the statutory authority and/or the Authority or as may be required by law (including under the Right to Information Act, 2005); or
- e. in connection with any legal process.

19. GOVERNING LAW AND JURISDICTION

19.1 Governing Law

The Bid Process, this RFP and the Bids shall be governed by, and construed in accordance with, the laws of India.

19.2 Exclusive Jurisdiction

The competent courts at District Amritsar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process, this RFP and the Bids.

20. Dispute Resolution

20.1 In the event of any dispute, difference, or claim arising between the Parties in connection with the Agreement for “Bioremediation & Disposal of Legacy Waste At Bhagtanwala Dumpsite For Municipal Corporation Amritsar”, the Parties shall promptly meet to resolve the issue through discussion.

20.2 A Dispute Settlement Committee, chaired by the Municipal Commissioner, Municipal Corporation Amritsar, shall attempt to settle disputes at the first stage. The authorized representative of the Contractor shall be permitted to participate in the dispute settlement procedure. If the Committee fails to resolve the issue within 30 days, the parties may seek redress from the Director, Local Government, Government of Punjab, whose decision shall be final and binding. Notwithstanding any dispute or reference for redressal, the Contractor shall continue to do the project work as stipulated in the Agreement.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

21. Force Majeure

21.1 For the purposes of this Agreement, "Force Majeure" means any event or circumstance which is beyond the reasonable control of the Party affected, including but not limited to:

- Acts of God, such as earthquakes, hurricanes, floods, or other natural disasters
- War, terrorism, civil unrest, or other hostilities
- Fire, explosion, or other catastrophic events
- Epidemics, pandemics, or other widespread illness
- Strikes, lockouts, or other labor disputes
- Unforeseen governmental actions, regulations, or laws
- Unforeseen environmental hazards or contamination
- Any other event or circumstance which is beyond the reasonable control of the Party affected

21.2 The Party affected by the Force Majeure event shall notify the other Party in writing within 7 days of the occurrence of the Force Majeure event.

21.3 Upon notification of the Force Majeure event, the Party affected shall be relieved of its obligations under this RFP, to the extent that such obligations are affected by the Force Majeure event.

21.4 The Party affected by the Force Majeure event shall use reasonable efforts to mitigate the effects of the Force Majeure event and to resume performance of its obligations as soon as possible.

21.5 The relief from obligations under this Agreement due to a Force Majeure event shall not exceed 30 days from the date of notification.

21.6 If the Force Majeure event continues for a period exceeding 30 days, either Party may terminate this Agreement upon written notice to the other Party.

21.7 Any disputes arising out of or related to the Force Majeure event shall be resolved through the dispute resolution mechanism set forth in this RFP.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Appendices

APPENDIX I: Format for Acknowledgement of RFP Document

Date:.....

To
Municipal Commissioner
Municipal Corporation Amritsar
District- Amritsar (Punjab)

Dear Sir,

Re: Request for Proposal for Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite For Municipal Corporation Amritsar.

The undersigned hereby acknowledges and confirms receipt of the Request for Proposal (RFP) Document for the captioned Project from the Municipal Corporation Amritsar and conveys its intention to submit a Bid for the Project.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

Note:

- On the Letterhead of the Bidder or Lead Member of JV/Consortium.
To be signed by the Lead Member in case of a JV/Consortium.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

APPENDIX II: Format for Covering Letter cum Project Undertaking

Date:.....

To
Municipal Commissioner
Municipal Corporation Amritsar
District- Amritsar (Punjab)

Dear Sir,

Re: Request for Proposal for Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite For Municipal Corporation Amritsar.

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by the Municipal Corporation Amritsar. We hereby submit our Bid for the captioned project.

We are enclosing our Bid in one (1) original plus one (1) copy, with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our Bid is valid for a period of 180 (one hundred eighty) days from (Bid Due Date).

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unqualified and unconditional in all respects and we agree to the terms of the Draft Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated thisDay of.....,2025.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

Note:

- On the Letterhead of the Bidder or Lead Member of JV/Consortium.
- To be signed by the Lead Member in case of a JV/Consortium.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

APPENDIX III: Format for Anti-Collusion Certificate

Date:.....

To
Municipal Commissioner
Municipal Corporation Amritsar
District- Amritsar (Punjab)

Re: Request for Proposal for Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite For Municipal Corporation Amritsar.

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated thisDay of.....,2025.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

Note:

- On the Letterhead of the Bidder or Lead Member of JV/Consortium.
To be signed by the Lead Member in case of a JV/Consortium.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Appendix IV: Bid Security & Tender Fee Details

Bid Security Details	
BG Amount	
BG Bank Name	
BG Number	
BG Date	
BG in favor of	

Tender Fee Details	
Tender Fee Amount	
Bank Name	
Transaction Number	
Transaction Date	

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Appendix V: Format for Not Being Blacklisted or Debarred

(On Rs. 100/- Non-Judicial Stamp Paper)

- We **[Name of Bidder Company]**, having its registered office at **[Registered Office Address]** declare that:
 1. We have not been debarred or blacklisted by Municipal Corporation Amritsar or any other Municipal Corporation/Council in India.
 2. We have not been debarred or blacklisted by any Department/Board/Corporation of the Government of India or any State Government.
 3. We have not been debarred or blacklisted by any Public Sector Undertaking (PSU).
- We declare that the above statements are true and correct to the best of our knowledge and belief.
- We, **[Name of Bidder Company]**, hereby verify that the contents of this affidavit are true and correct, and we sign this affidavit in the presence of the Notary Public.

Dated thisDay of.....,2025.

.....Name of the Bidder

.....Signature of the Authorized Person

.....Name of the Authorized Person

I, **[Notary Public Name]**, Notary Public, do hereby attest that **[Name of Bidder Company]** has appeared before me and has sworn to the truth of the contents of this affidavit.

[Signature of Notary Public]

[Seal of Notary Public]

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Appendix VI: Proforma of Bank Guarantee for Bid Security

B.G No.

Dated:

1. In consideration of you, the Municipal Corporation Amritsar, having its office at Ranjit Avenue, C-Block, District- Amritsar, Punjab – 143001, Punjab having agreed to receive the Bid of [a company registered under provision of the Companies Act, 2013] and having its registered office at [and acting on behalf of its consortium] (herein after referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the **Bioremediation & Disposal of Legacy Waste At Bhagtanwala Dumpsite For Municipal Corporation Amritsar** (here in after referred to as “**the Project**”). Pursuant to the RFP document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at and one of its branches at (herein after referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Municipal Corporation Amritsar an amount of Rs./- Crore (.....) as bid security (herein referred to as the “**Bid Security**”) encashable / payable at any of our branches including our branch at [insert branch address] as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Municipal Corporation Amritsar stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Municipal Corporation Amritsar is disputed by the Bidder or not merely on the first demand from the Municipal Corporation Amritsar stating that the amount claimed is due to the Municipal Corporation Amritsar by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *****/- (Rupees *****/only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty days) from the Due Date inclusive of a claim period of 45 (forty-five) days or for such extended period as may be mutually agreed between the Municipal Corporation Amritsar and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

We, the Bank, further agree that the Municipal Corporation Amritsar shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Municipal Corporation Amritsar that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Municipal Corporation Amritsar and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Municipal Corporation Amritsar shall be entitled to treat the Bank as the principal debtor. The Municipal Corporation Amritsar shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Municipal Corporation Amritsar, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Municipal Corporation Amritsar or any indulgence by the Municipal Corporation Amritsar to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of Bank along with Branch Address] at and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Municipal Corporation Amritsar to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Municipal Corporation Amritsar may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Municipal Corporation Amritsar in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by.....Bank

By the hand of Mr./Ms....., its..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

**Appendix VII: Format for Power of Attorney for Signing of
Application**

(To be executed on Stamp Paper of Rs.100/-)

Know all men by these presents, we (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (Name & Residential Address) son/daughter/wife of..... and presently residing at ,who is presently employed with us/the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (here in after referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the **Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar** proposed or being developed by the Municipal Corporation Amritsar including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre- Applications and other conferences and providing information/ responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Municipal Corporation Amritsar in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Municipal Corporation Amritsar.

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

IN WITNESS WHEREOF WE,, THE ABOVE-NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 2025.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidder should submit for verification the extract of the charter documents such as a board or shareholder's resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

APPENDIX-VII: Power of Attorney for Lead Member of Consortium

(To be executed on Stamp Paper of Rs.100/-)

Whereas the Municipal Corporation Amritsar has invited applications from interested parties for the **Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar** (the “**Project**”). Whereas,
..... and (collectively the Consortium) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, M/s, Having our registered office at.....,
M/s, Having its registered office at.....,
M/s,Having its registered office at....., (herein after collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. Having its registered office at.....,being one of the Members of the Consortium, as the Lead Member and true lawful attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and; in the event the Consortium is awarded the /contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Department, and/ or any other Government Agency or any person, in all matters in connection with or relating or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Agreement is entered into with the Municipal Corporation Amritsar.

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

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF2025.

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

..... (Executants)

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

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Annexures

ANNEXURE-I: Details of Bidder

1. Details of Bidder
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Department:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:

**REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR**

5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement should be attached to the Application (as per format provided in Annexure VI)
- (c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			

- (d) The following information shall also be provided for each Member of the Consortium:
Name of Bidder/Member of Consortium

S. No.	Criteria	Yes	No
1.	Has the Bidder been barred by the [Central/ State] Government, or any entity controlled by it from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder been penalized due to any reason in relation to execution of a contract, in the last three years?		

- 6.** A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past. (Provide the details below; Attach extra sheets, if necessary).

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

ANNEXURE-II: Financial Capacity of the Bidder

Annual Turnover:

Bidder Type	Name of the Entity	Turnover in Last Three Financial Year (In INR)		Average Annual Turnover of Last three Financial Year (FY 2021-22, FY 2022-23 & FY 2023-24) (In INR)
		FY 2021-22		
Single Entity Bidder/ Consortium Member 1		FY 2021-22		
		FY 2022-23		
		FY 2023-24		
Consortium Member 2		FY 2021-22		
		FY 2022-23		
		FY 2023-24		

Net Worth:

Bidder Type	Bidder Name	Net Worth in Last Three Financial Year (IN INR)	
		FY 2021-22	
Single Entity Bidder/ Consortium Member 1		FY 2021-22	
		FY 2022-23	
		FY 2023-24	
Consortium Member 2		FY 2021-22	
		FY 2022-23	
		FY 2023-24	

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Audited Reports with UDIN for last 3 (Three) financial years preceding the financial year in which the bid is invited. The financial statements shall:
 - a. Reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - b. Be audited by a statutory auditor;
 - c. Be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. For the purposes of this RFP, the term net worth means following:
 - a. "Net worth" for company shall mean the aggregate value of the paid-up share capital and all reserves created out of profits of the company and securities premium account after deducting aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
 - i. Net Worth for Partnership Firm would mean: $[Fixed\ Assets + Trade\ Receivables + Current\ Assets] - [Firms\ Loan + Current\ Liabilities]$
 - ii. Net worth for Trust or Society would mean: - Capital/Corpus +Free Reserves.
 - iii. Net Worth for Individual Person shall mean: Assets (including cash) LESS All Liabilities.
 - iv. Net Worth for Sole Proprietorship would mean: Total Assets - Total Liabilities
3. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted (as per format provided in Annexure VII)
4. The Bidder shall provide an Auditor's certificate/Chartered Accountant certificate with UDIN specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth.
5. The bidder shall furnish Certificate for availability of Credit Facility/ Solvency Certificate issued from a Scheduled/ Nationalized bank for meeting the fund requirement to this effect and the Solvency certificate older than four months from Bid due date will not be accepted.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

ANNEXURE - III: Summary of Eligible Projects

Summary Table

Name of Applicant Claiming the Project Experience:						
Sr. No.	Brief project Description	Project Award Date (Project(s) awarded in preceding 7 years from bid due date shall only be considered)	Project Completion Date/ Expected Date of Completion	Project Cost in INR (Cr.)	Project Capacity (MT)	Claiming Entity's Share in the Project (%)
List Eligible Projects						
1						
2						
3						

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure. Bidders should also refer to the Instructions below.
2. The Details of each of the works mentioned in the above table must be provided separately in Annexure III (A).
3. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

**ANNEXURE - IV: Format for Providing Environment, Health &
Safety Management Plan**

The Bidder shall furnish a brief write-up of the following points:

1. Plan for mitigation of pollution during project execution work.
2. Measures to manage hazardous waste if any during the project execution.
3. Plan for Health and Safety in and around the workplace to be followed during project execution.
4. Emergency Preparedness plan
5. Measures for Fire Safety.
6. Measures for Health and safety of workers.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

ANNEXURE - V: Statement of Legal Capacity

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

Ref.

Date:

To
Municipal Commissioner
Municipal Corporation Amritsar
District- Amritsar (Punjab)

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document. We have agreed that..... (insert member's name) will act as the Lead Member of our Consortium.

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

ANNEXURE -VI: Format for Financial Bid

Date:

To
Municipal Commissioner
Municipal Corporation Amritsar
District- Amritsar (Punjab)

Dear Sir,

Re: Request for Proposal for Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar.

We are pleased to submit our Financial Bid for the development of the aforesaid Project.

Sr. No.	Description	Amount in Figures	Amount in Words
1	Fees for Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar (in INR/Ton)		

In witness thereof, I/we submit this Financial Bid under and in accordance with the terms of the RFP Document No.

Yours faithfully

Authorized signatory

(Name & seal of the bidder)

Date:

Place:

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

ANNEXURE -VII: Format for Joint Bidding Agreement

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this theDay of..... , 2025

AMONGST

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

AND

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

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

WHEREAS,

- (A) Municipal Corporation Amritsar hereinafter referred to as the **“Authority”** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **“Applications”**) by its Request for Proposal No. dated (the **“RFP”**) for Bioremediation & Disposal of Legacy Waste at Bhagtanwala Dumpsite for Municipal Corporation Amritsar.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **“Consortium”**) for the purposes of jointly participating in the Bidding Process for the Project.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Contractor and awarded the Project, it shall enter into a Agreement as JV/Consortium with the Authority and for performing all its obligations as the Contractor in terms of the Agreement for the Project.

4. Role of the Parties

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

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding process and until the Appointed Date under the Agreement when all the obligations of the Joint Venture/Consortium shall become effective;
- (b) Party of the Second Part shall be the technical/financial Member of the Consortium; and

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Agreement.

6. Shareholding in the JV/Consortium

6.1 The Parties agree that the proportion of shareholding among the Parties in the JV/Consortium shall be as follows:

First Party:

Second Party:

6.2 The Lead Member shall hold at least 51% shareholding in the JV/Consortium.

6.3 The lead member shall fulfil the above shareholding requirement.

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.

7. Representation of the Parties

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

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

REQUEST FOR PROPOSAL FOR BIOREMEDIATION & DISPOSAL OF LEGACY WASTE AT
BHAGTANWALA DUMPSITE FOR MUNICIPAL CORPORATION AMRITSAR

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

<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of</p> <p>LEAD MEMBER by:</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p>	<p>SIGNED, SEALED AND DELIVERED</p> <p>For and on behalf of</p> <p>SECOND PART by:</p> <p>(Signature)</p> <p>(Name)</p> <p>(Designation)</p> <p>(Address)</p>
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Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.*
- 3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*

