

Periyanaickenpalayam Town Panchayat

Solid Waste Management

Request for Proposal

FOR

PROCESSING OF **BIO MINING** THE DUMPING OF HISTORICAL WASTE AT RESOURCE RECOVERY PARK IN PERIYANAICKENPALAYAM TOWN PANCHAYAT.

Table of Contents		
CONTENT		
	Page No.	
Disclaimer	3	
Glossary	5	
Letterof Invitation	6	
Section I. Instructions to Tenderers	8	
A. General	8	
B. Contents of Tender document	9	
C. Preparation of Tender	11	
D. Submission and Opening of Tender	14	
E. Evaluation and Comparison of Tender	18	
F. Award of Contract	20	
Section II. Evaluation and Qualification Criteria	23	
Section III. Terms of Reference	24	
1. Scope of Work	24	
2. Background	24	
3. Object	25	
4. Responsibilities of Developer/concessionaire	25	
5. Responsibilities of Municipality		
6. Project contract period		
7. Terms of Payment		
8. Selection of Concessionaire		
9. Implementation Flow		
10. Work Plan	27	
11. Key activities to be involved	28	
Section IV. Tender Data Sheet (TDS)		
Tender Data Sheet	34	
Section V – Tender Forms	35	
Format for power of attorney for signing of tenderer		
Format for consortium agreement		
Format for power of attorney for lead partner of consortium		
Annex A. Technical Proposal		
Letter of Financial Proposal		
Annex –B (Format for Bill of Quantities)	46	

DISCLAIMER

The information contained in this Bid Document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the Town Panchayat or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this Bid document and any other terms and conditions subject to which such information is provided.

This Bid document is not an agreement and is not an Application or invitation by the Town Panchayat to any other party. The purpose of this Bid document is to provide interested parties with information to assist the formulation of their Application for Qualification. This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Applicants may have a better knowledge of the proposed Project than others. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources.

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

The Periyanaickenpalayam Town Panchayat, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Tenderer, 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 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 Applicants for participation in the Tendering Process.

The Periyanaickenpalayam Town Panchayat also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP. The Periyanaickenpalayam Town Panchayat may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document. The issue of this RFP does not imply that the Periyanaickenpalayam Town Panchayat is bound to select and shortlist pre-qualified Applications for Tender Stage or to appoint the selected tenderer, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Tenders without assigning any reasons whatsoever.

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

GLOSSARY

In this RFP, the following capitalized terms shall, unless repugnant to the context or meaning thereof, have the respective meanings ascribed to them below. Other terms are defined in the context in which they appear in this RFP.

Term	Meaning
Applicant(s)	Single entity and/or consortium of members
Application	Tenders submitted by Applicants in response to RFP
СРСВ	Central Pollution Control Board
Actual Project Period	12 months
Infrastructure	Development
Period	12 Months from the date of signing of Agreement
TNPCB	Tamil Nadu Pollution Control Board
Project	Processing of BIO MINING the Dumping of Historical Waste at Resource Recovery Park in Periyanaickenpalayam Town Panchayat.
MoEF	Ministry of Environment and Forest & Climate Change
RFP	Request For Proposal
TPD	Tones Per Day
TDS	Tender Data Sheet

	Letter	of Invitation	
	Tender No: Roc No.		
	Date:		
1	Tender Inviting Authority Designation, Address	The Executive Officer, Periyanaickenpalayam Town Panchayat	
2	Name of Project	Processing of BIO MINING the Dumping of Historical Waste at Resource Recovery Park in Periyanaickenpalayam Town Panchayat.	
3	Project Cost	Rs.75.40 Lakhs	
4	Concession Period for (DBFO)	12 months	
5	Earnest Money Deposit	Rs. 75400/- (in the form of DD drawn in favour of "The Executive Officer, Periyanaickenpalayam Town Panchayat, payable at Periyanaickenpalayam)	
6	Document and Processing Fee	Rs.17700/- (Non – Refundable) (in the form of DD drawn in favour of "The Executive Officer, Periyanaickenpalayam Town Panchayat)	
7	Last date and time for submission of tender	15.00 hrs. on 29.04.2022 in the Office of the Periyanaickenpalayam Town Panchayat In the event of specified date for submission of bids is declared a holiday, bids will be received and opened on the next working day at the same time and venue.	
8	Date, time and place of Opening	Opening of bids at 15.30 hrs on 29.04.2022 in the Office of the Periyanaickenpalayam Town Panchayat Selection will be based on the least cost, among the technically qualified bidders	
9	Validity of tender	180 days from the date fixed for receiving the tender	

10. Minimum Qualifying Criteria:-

The applicant /bidder shall fulfill following Minimum Qualifying Criteria

a)Technical Eligibility:

The Bidder should have, undertaken at least one similar nature of work such as removal of dumped legacy waste / processing of solid waste / solid waste management related works anywhere in India in any organisation.

b)Financial Eligibility:

The Bidder shall have the minimum annual average turnover or asset value of Rs. 1.00 Crores at the close of the preceding two financial years.

- 11) Tender documents are to be downloaded from the e-tendering portal of www.tntenders.gov.in by the Bidder at free of cost. The Bidder is responsible to download all the Addendums/ Amendments / Errata/ Replies to the queries of the Bidder, etc., if any, issued by the Employer, from above web site before submission of the tender. Any shortfall in submission of the said Addendums/ Amendments / Errata/ Replies to the queries of the Bidder, etc. along with the downloaded documents while submitting the tender will not be considered. Incomplete tender documents observed in technical bid shall be rejected outright.
- **12)** The Bidder should go through the RFP documents, tendering process and refer the procedure stipulated for bidding.
- 13) The tender shall be submitted "either in tender box placed under the custody of tender inviting authority or in online through e-tendering port" strictly in accordance with the instructions to the Bidder and terms and conditions given in the RFP documents. The Bidder should submit bound hard copy of Technical bid uploaded in e-tender including blank RFP document (without indication of quoted cost) duly signed and affixed with the company's seal on each page in sealed cover, before opening of the tender, to the Executive Officer.

If the submitted hard copy of Technical bid shows any indication of quoted price directly or indirectly, the bid shall be rejected outright.

14) The Bid received in filled without DD for processing fee and DD for EMD will not be considered for evaluation and will be summarily rejected.

Please mark Subject as "Removal of legacy waste dumped in the Periyanaickenpalayam Compost yard through bio-mining process on design, build, own and operate concept in Periyanaickenpalayam Town Panchayat"

Executive Officer,Periyanaickenpalayam Town Panchayat

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Section	ı.	Instructions	ιO	renderers

A. General

- **1.1 This Request for Proposal is invited** as indicated in the **Tender Data Sheet (TDS)**, by the TENDER INVITING AUTHORITY as named in the TDS, on behalf of Periyanaickenpalayam Town Panchayat from the Suitable Operator/tenderer/firm to Removal of legacy waste dumped in the Periyanaickenpalayam Compost yard through bio-mining process
- **1.2** The Applicant/tenderer is required to understand the waste characterization / MSW analysis before the submission of Technical and Financial Proposal.

1. Introduction:

- **1.3** Processing plant/Legacy waste removal plant shall be installed by the Concessionaire by fulfilling all the statutory provisions and the cost of design built installation operation, maintenance shall be solely borne by the Concessionaire.
- **1.4**The technology suggested/deployed by the Applicant/tenderer must be in accordance with present rules and regulations norms of Government Authorities like MOEF&CC, CPCB, TNPCB, National Green Tribunal (NGT) etc and should be flexible enough to augment the capacity and accommodate environment friendly changes to be imposed by governing authority like MOEF&CC, CPCB, TNPCB BOARD, National Green Tribunal (NGT) and other all regulatory agencies in future.
- **1.5**A tenderer/firm will be selected in accordance with the procurement guidelines of the Tamil Nadu Tender Transparency Act and Tender Transparency Rules, 2000 with amendments thereupon.

2. Corrupt Practices:

- **2.1** The TENDER INVITING AUTHORITY requires that the Concessionaire Suppliers, Contractors, and Vendors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the TENDER INVITING AUTHORITY: defines, for the purposes of this provision, the terms set forth below as follows:
- **2.2**"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- **2.3** "fraudulent practice: means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the TENDER INVITING AUTHORITY, and includes collusive practices among Tenderer (prior to or after Tender submission) designed to operate Tender prices at artificial, non-competitive levels and to deprive the

	TENDER INVITING AUTHORITY of the benefits of free and open competition
	 2.4"collusive practice" means a scheme or arrangement between two or more Tenderer, with or without the knowledge of the TENDER INVITING AUTHORITY, designed to operate Tender prices at artificial, noncompetitive levels 2.5"coercive practice" means harming or threatening to harm, directly or indirectly persons or their property to influence their participation in the
	indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract; and 2.6"obstructive practice" means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the TENDER INVITING AUTHORITY's or its appointed agencies' inspection and audit rights when necessary.
	2.7 Shall reject a proposal for award if it determines that the Concessionaire recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive or coercive practices in competing for the Contract in question
	2.8 Shall cancel the contract if it determines at any time that the Concessionaire is engaged in corrupt, fraudulent, collusive, obstructive or coercive practices during the procurement or the execution of that contract; and Shall debar the Concessionaire from any future contracts with the TENDER INVITING AUTHORITY;
3. Implementation Flow:	3.1 The successful tenderer after receiving the Letter of Intent from the TENDER INVITING AUTHORITY
	Tender document
4.Sections Tende documents:	er 4.1 The Tender documents consist of Parts I,II,III,IV and V, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT.
	Section I. Instruction to TendererA (ITT)
	Section II. Evaluation and Qualification Criteria

Section III Terms of Reference

Section IV Tender Data Sheet (TDS)

Section V Tender forms

Letter of Tender

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF TENDER

FORMAT FOR CONSORTIUM AGREEMENT

Annex A: Technical Proposal

Letter of Financial Proposal

Annex B: Formats for Bill of Quantities (BOQ)

- 5. Clarification of:
- 5.1 A prospective tenderer requiring any clarification of the Tender document contact the Executive shall Periyanaickenpalayam Town Panchayat, (the TENDER INVITING AUTHORITY) in writing or raise his enquiries during the pre-tender meeting if provided for in accordance with ITT including site visit. THE TENDER INVITING AUTHORITY will respond in writing to any request for clarification, provided that such request is received no later than time period indicated in the Meeting TDS prior to the deadline for submission of Tender. The TENDER INVITING AUTHORITY shall forward copies of its response to all tenderers who have acquired the Tender document in accordance with ITT, including a description of the inquiry but without identifying its source. Should the TENDER INVITING AUTHORITY deem it necessary to amend the Tender document as a result of a request for clarification, it shall do so following the procedure under ITT. Interpretation of the tender inviting authority is final for the words / sentences mentioned in the document.
- 5.2 The tenderer is required to visit and examine the Site and its surroundings and obtain for itself and on its own responsibility all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the TENDERER own expense. The tender is required to review the documents, which are available as stated in the TDS prior to submission of its Tender. There shall be no discriminatory access to the site and to information for all potential tenderer. All information relating to the Project Site shall be provided by the EXECUTIVE OFFICER OF THE PERIYANAICKENPALAYAM TOWN PANCHAYAT.
- 5.3 The tenderer and any of its personnel or agents will be granted permission by the EXECUTIVE OFFICER OF THE PERIYANAICKENPALAYAM TOWN PANCHAYAT to visit the Site and surrounding lands for the purpose of such visit, but only upon the express condition that the tenderer, its personnel, and agents will release and indemnify the TENDER INVITING AUTHORITY and the Town Panchayat and its personnel and agents from and against all liability in respect

thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. The TENDER INVITING AUTHORITY may fix a time- frame during which all Tenderers may visit the Town Panchayat upon prior intimation.

- 5.4 The tenderer's designated representative is required to attend a pre-tender meeting provided in the TDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 5.5 The tenderer is requested to submit any questions, in writing, to reach the TENDER INVITING AUTHORITY not later than one week before the meeting.
- 5.6 Minutes of the pre-tender meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender documents in accordance with ITT. Any modification to the Tender documents that may become necessary as a result of the pre-tender meeting shall be made by the TENDER INVITING AUTHORITY exclusively through the issue of an Addendum and not through the minutes of the pre-tender meeting.
- **5.7** Non-attendance at the pre-tender meeting will not be a cause for disqualification.
- 6. Amendment of Tender document:
- 6.1 Addendum to the Tender documents may be issued by TENDER INVITING AUTHORITY not less than one (1) week prior to the deadline for submission of Tender.
- 6.2 Any addendum issued shall be part of the Tender documents and shall be communicated in writing to all who has obtained the Tender document from the TENDER INVITING AUTHORITY in accordance with ITT.

C. Preparation of Tender

7. Cost of Tender:

7.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the TENDER INVITING AUTHORITY or TOWN PANCHAYAT shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering. The Document may be purchased from the Office of the Periyanaickenpalayam Executive Officer, Town Panchayat, for an amount as specified in the TDS or if the document was downloaded, a Demand Draft equal to the cost of the Document /processing fess shall be enclosed along with the EMD during submission.

8.Language Tender:	8.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the TENDER INVITING AUTHORITY, shall be written in the English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the English, in which case, for purposes of interpretation of the Tender, such translation shall govern.	
9.Documents	9.1 The Tender shall comprise the following two covers	
Comprising Tender:		
The pre qualification	a) Letter of Tender;	
proposal along with	b) Document fee/Processing fee (Enclose receipt if already paid;	
Technical Proposal	enclose DD if downloaded);	
(COVER A)	c) EMD (Earnest Money Deposit);	
	d) Power of Attorney for signing the Tender,	
	e) work experience certificates obtained from the employers	
	for the completed works as a proof of evidence to full fill the	
	technical qualification	
	f) work plan , flow chart and methodology of disposal of	
	material recovered from the legacy waste need to be	
	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical	
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	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g) Certificate from Charted accountant for the Annual	
	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g)) Certificate from Charted accountant for the Annual average turnover need to be enclosed as a proof of evidence	
Financial proposal	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g)) Certificate from Charted accountant for the Annual average turnover need to be enclosed as a proof of evidence to full fill the financial qualification	
Financial proposal (COVER B)	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g)) Certificate from Charted accountant for the Annual average turnover need to be enclosed as a proof of evidence to full fill the financial qualification a) Letter of Financial Proposal;	
	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g)) Certificate from Charted accountant for the Annual average turnover need to be enclosed as a proof of evidence to full fill the financial qualification a) Letter of Financial Proposal; b) Completed and signed BOQ (Refer Tender Forms);	
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(COVER B)	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g)) Certificate from Charted accountant for the Annual average turnover need to be enclosed as a proof of evidence to full fill the financial qualification a) Letter of Financial Proposal; b) Completed and signed BOQ (Refer Tender Forms); c) Sample Letter of Intent d) Any other documents as stated in the TDS 10.1 The Letter of Tender and Schedules and all other data/information and Securities shall be prepared using the relevant forms furnished in the section 10.2Tender Forms. The forms must be completed without any	
10. Letter of Tender,	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g)) Certificate from Charted accountant for the Annual average turnover need to be enclosed as a proof of evidence to full fill the financial qualification a) Letter of Financial Proposal; b) Completed and signed BOQ (Refer Tender Forms); c) Sample Letter of Intent d) Any other documents as stated in the TDS 10.1 The Letter of Tender and Schedules and all other data/information and Securities shall be prepared using the relevant forms furnished in the section 10.2Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.	
10. Letter of Tender, 11 Tenderer's	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g)) Certificate from Charted accountant for the Annual average turnover need to be enclosed as a proof of evidence to full fill the financial qualification a) Letter of Financial Proposal; b) Completed and signed BOQ (Refer Tender Forms); c) Sample Letter of Intent d) Any other documents as stated in the TDS 10.1 The Letter of Tender and Schedules and all other data/information and Securities shall be prepared using the relevant forms furnished in the section 10.2 Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 11.1 The Tenderer / Tenderer's Financial Proposal shall be	
10. Letter of Tender, 11 Tenderer's	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g)) Certificate from Charted accountant for the Annual average turnover need to be enclosed as a proof of evidence to full fill the financial qualification a) Letter of Financial Proposal; b) Completed and signed BOQ (Refer Tender Forms); c) Sample Letter of Intent d) Any other documents as stated in the TDS 10.1 The Letter of Tender and Schedules and all other data/information and Securities shall be prepared using the relevant forms furnished in the section 10.2Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 11.1 The Tenderer / Tenderer's Financial Proposal shall be mentioned in the currency as stated in the TDS. 11.2The tenderer shall be proposed using the standard forms and formats as included in the Tender Forms.	
10. Letter of Tender, 11 Tenderer's	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g)) Certificate from Charted accountant for the Annual average turnover need to be enclosed as a proof of evidence to full fill the financial qualification a) Letter of Financial Proposal; b) Completed and signed BOQ (Refer Tender Forms); c) Sample Letter of Intent d) Any other documents as stated in the TDS 10.1 The Letter of Tender and Schedules and all other data/information and Securities shall be prepared using the relevant forms furnished in the section 10.2Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 11.1 The Tenderer / Tenderer's Financial Proposal shall be mentioned in the currency as stated in the TDS. 11.2The tenderer shall be proposed using the standard forms and formats as included in the Tender Forms. 11.3 All duties, taxes, and other levies payable by the Tenderer	
10. Letter of Tender, 11 Tenderer's	material recovered from the legacy waste need to be enclosed as a valid document to full fill the technical qualification g)) Certificate from Charted accountant for the Annual average turnover need to be enclosed as a proof of evidence to full fill the financial qualification a) Letter of Financial Proposal; b) Completed and signed BOQ (Refer Tender Forms); c) Sample Letter of Intent d) Any other documents as stated in the TDS 10.1 The Letter of Tender and Schedules and all other data/information and Securities shall be prepared using the relevant forms furnished in the section 10.2Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. 11.1 The Tenderer / Tenderer's Financial Proposal shall be mentioned in the currency as stated in the TDS. 11.2The tenderer shall be proposed using the standard forms and formats as included in the Tender Forms.	

12. Documents Comprising Technical Proposal:	12.1 The Tenderer shall furnish a Technical Proposal including the Statement of work methods, equipment, personnel, schedule and any other information as stipulated in TDS.
13 Documents	13.1 To operate its qualifications to perform the Contract in Operating the accordance with Section II, Evaluation and Qualification Criteria, Qualifications Tenderer shall provide the information requested in the Tenderer corresponding information sheets included in Tender Forms.
	13.2 The company should have executed at least one project on same nature and thorough bio mining
14 Period of Validity	14.1 Tender shall remain valid for the period of 180 days from the date of tender. A Tender valid for a shorter period shall be rejected by the TENDER INVITING AUTHORITY as non-responsive.
	14.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the TENDER INVITING AUTHORITY may request Tenderer to extend the period of validity of their Tender. The request and the responses shall be made in writing. If a EMD is requested, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. Tenderer may refuse the request without forfeiting its EMD. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in TT Act.
15 EMD	 15.1 Unless otherwise specified in the TDS, the Tenderer shall furnish as part of its Tender, an EMD in original form and in the amount and currency specified in the TDS. 15.2 The EMD shall be in the form as stated in the TDS. The EMD
	shall be valid at least for the number of days as stated in the TDS, beyond the original validity period of the Tender, or beyond any period of extension if requested.
	15.3 Any Tender not accompanied by an enforceable and compliant EMD shall be rejected by the TENDER INVITING AUTHORITY as non-responsive. Any Tender not accompanied by the Document Fee receipt or the Document Fee Demand Draft shall be rejected by the TENDER INVITING AUTHORITY as non-responsive.
	15.4 The EMD of unsuccessful Tenderer shall be returned within sixty (60) days after issue of Letter of Intent to the successful Tenderer
	15.5 The EMD of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Agreement after the Tenderer has furnished the required performance security.

15.6 The EMD may be forfeited:

15.6.1 If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender Form, except as provided in ITT;

15.6.2 If the successful Tenderer fails to:

15.6.2.1Sign the Contract in accordance with ITT; or

15.6.2.2 Furnish a performance security in accordance with ITT.

15.6.3 If any other requirements as stated in the Tender document are not fulfilled

16 Format and Signing of Tender

16.1 The Tenderer shall submit the Technical and Financial proposals in Signing of Tender separate sealed envelopes or through an etendering system in accordance with the instructions given in the TDS. In case of online tendering the procedures are as given in Section D Part -1.

16.2 In case of documents submitted offline, the Tenderer shall prepare one original of the documents comprising the Tender as described in ITT and clearly mark it "ORIGINAL". In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them "COPY". In the event of any discrepancy between the original and copies, the original shall prevail

16.3 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the tender documents submitted shall be bound and all the pages shall be numbered. All pages of the tender where entries or amendments have been made shall be signed or initialled by the person signing the tender.

16.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tender

17. Sealing and Making of Tender

17.1 In case the documents are submitted offline, the Tenderer shall Making of Tenderer close the original and all copies of the Tender, in separate sealed envelopes, duly marking the envelopes as "Original", and "Copy". The Original and Copy of the Technical Proposal shall be enclosed in one cover, duly marked "Prequalification cum technical Proposal". The Original and Copy of the Financial Proposal shall be enclosed in one cover, duly marked "Financial Proposal". These envelopes containing the Technical Proposal and the Financial Proposal shall then be enclosed in one single envelope.

17.1.1 The inner, outer and all envelopes shall:

17.1.1.1 Bear the name and address of the Tenderer

- **17.1.1.2** Be addressed to the TENDER INVITING AUTHORITY in accordance with ITT;
- **17.1.1.3** Bear the specific identification of this tendering process indicated in the BDS; and
- **17.1.1.4** Bear a warning not to open before the time and date for tender opening.
- **17.1.2** If all the envelopes are not sealed and marked as required, the TENDER INVITING AUTHORITY will take no responsibility for the misplacement or premature opening of the tender.
- **17.2** In case the documents are submitted through online e-tendering system, the tenderer should follow the instructions as given below;
- **17.2.1** Tenderer should do the registration in the tender site https://tntenders.gov.in using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from unauthorized certifying Authorities.
- **17.2.2** Tenderer should then login to the site by giving user id / password as chosen during registration.
- **17.2.3** The e-token that is registered should be used by the Tenderer only and should not be misused by others.
- **17.2.4** The Tenderer can update well in advance, the documents such as certificates, purchase order details etc., under 'My Documents' option and these can be selected as per tender requirements and then send along with tender documents during tender submission.
- **17.2.5** After downloading / getting the tender schedules, the Tenderer should go through them carefully and then submit the documents as asked, otherwise, the tender will be rejected.
- **17.2.6** If there are any clarifications, this may be obtained online through the tender site, or through the contact details mentioned in ITT 6.1 in TDS. Tenderer should take into account of the corrigendum published, if any, before submitting the tender online.
- **17.2.7** Tenderer, in advance, should get ready the tender documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
- **17.2.8** Tenderer should get ready the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the tender submission date & time for the tender.
- **17.2.9** The Tenderer reads the terms & conditions and accepts the same to proceed further to submit the tender.
- **17.2.10** The Tenderer has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.

- **17.2.11** After the tender submission, the acknowledgement number, given by the e-tendering system should be printed by the Tenderer and kept as a record of evidence for online submission of that particular tender.
- **17.2.12** The details of the Earnest Money Deposit document submitted physically to the Dept and the scanned copies furnished at the time of tender submission online should be the same otherwise the Tender will be summarily rejected
- **17.2.13** The Tender Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of tender online by the Tenderer.
- **17.2.14** The Tenderer may submit the tender documents Only by online mode through the site (https://tntenders.gov.in) by Using etoken Only.
- 17.2.15 The tendering system will give a successful tender up-dation message after uploading all the tender documents submitted & then a Tender summary will be shown with the tender no, date & time of submission of the tender with all other relevant details. The documents submitted by the Tenderer will be digitally signed using the e-token of the Tenderer and then submitted.
- **17.2.16** The tender summary has to be printed and kept as an acknowledgement as a token of the submission of the tender. The tender summary will act as a proof of tender submission for a tender floated and will also act as an entry point to participate in the tender opening date.
- **17.2.17** Tenderer should log into the site well in advance of tender submission so that he submits the tender in time i.e on or before the tender submission end time. If there is any delay, due to other issues, the Tenderer has only been responsible.
- 17.2.18 Each document to be uploaded through online for the tender should be less than 2 MB. If any document is more than 2MB, it can be converted to rar/zip format and then the same can be uploaded. However if the file size is less than 1 MB the transaction uploading time will be very fast. The total size of the documents in all the covers put together, should be less than or equal to 12MB.
- **17.2.19** The Tenderer should see that the tender documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the tender is liable to be rejected
- **17.2.5** The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, tender submission, tender opening etc., in the e-tender system. The Tenderer should follow this time during tender submission.

	17.2.21 All the data being entered by the Tenderer would be	
	encrypted using PKI encryption techniques to ensure the secrecy of	
	the data. The data entered will not viewable by unauthorized persons	
	during tender submission & not be viewable by anyone until the time	
	of tender opening. Overall, the submitted tender documents become	
	readable only after the tender opening by the authorized individual.	
	17.2.22 The confidentiality of the tender is operated since the secured	
	Socket Layer 128 bit encryption technology is used. Data storage	
	encryption of sensitive fields is done.	
	17.2.23 The Tenderer are requested to submit the tender through the	
	online e-tendering system to the Tender Inviting Authority well before	
	the tender submission end date & time (as per Server System Clock).	
	17.2.24 The Tenderer should logout of the tendering system using the	
	normal logout option available at the top right hand corner and not by	
	selecting the (X) option in the browser.	
	18.1 Tender must be received by the TENDER INVITING	
	AUTHORITY at the address and not later than the date and time	
	indicated in the TDS. When so specified in the TDS, Tenderer shall	
18. Deadline for	have the option of submitting their Tender electronically. 18.2 The TENDER INVITING AUTHORITY may, at its discretion,	
Submission of	extend the deadline for the submission of Tender by amending the	
Tender:	,	
	Tender document with ITT, in which case all rights and obligations of	
	the TENDER INVITING AUTHORITY and Tenderer previously subject	
	to the deadline shall thereafter be subject to the deadline as	
	extended. 19.1 The TENDER INVITING AUTHORITY shall not consider any	
	Tender that arrives after the deadline for submission of Tender, in	
19. Late Tender:		
19. Late Telluel.	accordance with ITT. Any Tender received by the TENDER INVITING AUTHORITY after the deadline for submission of Tender shall be	
	declared late, rejected, and returned unopened to the Tenderer. 20.1 A Tenderer may Withdraw, his tender after submission subject to	
20. Withdrawal of		
Tender:	section 10(3) Rule 23 and Rule 27.4 of Tamil Nadu Tender	
	Transparency Act and Tender Transparency Rules,2000 respectively.	
	21.1 The Tender shall be opened by the TENDER INVITING	
21. Tender Opening:	AUTHORITY in the presence of Tenderer's designated	
	representatives if so specified in the TDS, and at the address, date	
	and time specified in the TDS.	
E. Evaluation an	E. Evaluation and Comparison of Tender	
	22.1 Information relating to the evaluation of Tender and	
	recommendation of contract award shall not be disclosed to Tenderer	
	or any other persons not officially concerned with such process until	
22 Confidentiality	information on Contract award is communicated to all tenderer.	
	22.2 Any attempt by a Tenderer to influence the TENDER INVITING	
	AUTHORITY in the evaluation of the Tender or Contract award	
	decisions may result in the rejection of its Tender.	
	decisions may result in the rejection of its Tender.	

23. Clarification of Tender	23.1 To assist in the examination, evaluation, and comparison of the Tender, and qualification of the Tenderer, the TENDER INVITING AUTHORITY may, at its discretion, ask any clarification of its Tender. Any clarification submitted by Tenderer that is not in response to a request by the TENDER INVITING AUTHORITY shall not be considered. The TENDER INVITING AUTHORITY'S request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the TENDER INVITING AUTHORITY in the evaluation of the Tender, in accordance with ITT. 23.2 If a Tenderer does not provide clarifications of its Tender within seven (07) days from the TENDER INVITING AUTHORITY's request for clarification, its Tender shall be rejected.
	24.1 During the evaluation of Tender, the following definitions apply:
	24.1.1 "Deviation" is a departure from the requirements specified in
24. Deviations,	the Tender document;
Reservations and	24.1.2 "Reservation" is the setting of limiting conditions or withholding
omissions:	from complete acceptance of the requirements specified in the Tender
	document; and 24.1.3 "Omission" is the failure to submit part or all of the information
	or documentation required in the Tender document.
	25.1 If the Tenderer is not an "Eligible Tenderer" in accordance with
	the ITT 3 then its Tender will be considered as non-responsive and
	rejected.
	25.2 The TENDER INVITING AUTHORITY'S determination of a
	Tender's responsiveness is to be based on the contents of the Tender
	itself, as defined in ITT. 25.3 A substantially responsive Tender is one that meets the
	requirements of the Tender document without material deviation,
	reservation, or omission. A material deviation, reservation, or
	omission is one that,
25 Determination	25.3.1 If accepted would
of	25.3.1.1 Affect in any substantial way the scope, quality, or
Responsiveness:	performance of the Works specified in the Contract; or
	25.3.1.2 Limit in any substantial way, inconsistent with the Tender document, the TENDER INVITING AUTHORITY'S or
	document, the TENDER INVITING AUTHORITY'S or MUNICIPALITY'S rights obligations under the proposed Contract; or
	25.3.2 If rectified, would unfairly affect the competitive position of
	other Tenderer presenting substantially responsive Tender.
	25.4 The TENDER INVITING AUTHORITY shall examine the
	technical aspects of the Tender submitted in accordance with ITT,
	Technical Proposal, in particular, to confirm that all requirements of
	specifications have been met without any material deviation or
	reservation.

	OF FIG. Tonday is not substantially recognized to the requirement
	25.5 If a Tender is not substantially responsive to the requirements of the Tender document, it shall be rejected by the TENDER INVITING AUTHORITY and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
26 Non material Non conformities:	26.1 Provided that a Tender is substantially responsive, the TENDER INVITING AUTHORITY may waive any non conformity in the Tender that do not constitute a material deviation, reservation, or omission. 26.2 Provided that a Tender is substantially responsive, the TENDER INVITING AUTHORITY may request that the Tenderer submit the necessary information or documentation, within seven days, to rectify non-material non-conformities in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the TFO. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
27 Correction of Arithmetic Errors	27.1 Provided that the Tender is substantially responsive, the TENDER INVITING AUTHORITY shall correct arithmetical errors on the following basis:
	27.1.1 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the TENDER INVITING AUTHORITY there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
	27.1.2 If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
	27.2 If the Tenderer does not accept the correction of errors, its Tender shall be disqualified.
28 Evaluation of Tender	 28.1The Tender shall be evaluated as below: 28.1.1.1 RFP stage: The Tenderer pre qualification cum Technical Proposal shall be evaluated. The Tenderer scoring in the pre qualification cum technical evaluation as stated in the TDS shall only be considered for evaluation of the financial offer. 28.1.1.2 The financial offers of the Tenderers who scored the maximum qualifying marks in the prequalification cum technical evaluation shall be opened .for comparison. The L1 in the financial offer will be successful bidder.

29 TENDER INVITING AUTHORITY'S Right to Accept Any Tender, and to Reject Any or	28.2 If the Tender, which results in the best TFO, is seriously unbalanced or front loaded in the opinion of the TENDER INVITING AUTHORITY, the TENDER INVITING AUTHORITY may require the TENDERER to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the TENDER INVITING AUTHORITY may require that the amount of the performance security be increased at the expense of the TENDERER to a level sufficient to protect the TENDER INVITING AUTHORITY against financial loss in the event of default of the successful Tenderer under the Contract. 29.1 The TENDER INVITING AUTHORITY reserves the right to accept or reject any tender, and to annul the Tendering and reject all tender at any time prior to contract award, without thereby incurring any liability to Tenderer. In case of annulment, all Tender submitted and specifically, Tender securities, shall be promptly returned to the Tenderer.
All Tender:	
F. Award of Cont	ract
30 Negotiations	 30.1 The TENDER INVITING AUTHORITY shall invite the successful TENDERER (L1) who offer has been determined to be the best and is substantially responsive to the Tender document, provided further that the TENDERER is determined to be qualified to perform the Contract satisfactorily, for negotiations. 30.2 In the event that the negotiations do not result into a mutual agreement within 14 days from the date of beginning of the negotiations, the TENDER INVITING AUTHORITY shall reject the Tender and invite the next best Tenderer for negotiations.
31 Notification of Award	31.1 Upon successful completion of the negotiation by reaching mutual agreement on the tenderer's offer, prior to the expiration of the period of Tender validity, the TENDER INVITING AUTHORITY shall get the Municipality council resolution other notify the successful TENDERER, in writing, that its Tender has been accepted. The tenderer shall not proceed with the work till the Letter of Intent has been issued by Tender Inviting Authority 31.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
32 Performance	32.1 Within time period stated in the TDS, TENDERER shall furnish the performance security before entering into agreement for the Biomining Contract, after Security receiving the Letter of Acceptance, using for that purpose the Performance Security Form, or another form acceptable to the TENDER INVITING AUTHORITY.

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	32.2 The performance security shall be provided in the form as Stated
	in the TDS by the institution that is acceptable to the TENDER
	INVITING AUTHORITY in an acceptable format. The amount of the
	performance security and its period of validity shall be as in the TDS.
	32.3 Failure of the successful project to submit the above mentioned
	Performance Security or sign the Contract shall constitute sufficient
	grounds for the annulment of the award and forfeiture of the EMD. In
	that event the TENDER INVITING AUTHORITY may award the
	Contract to the next best TENDERER.
	33.1 Promptly after notification, the TENDER INVITING AUTHORITY
	shall send the successful TENDERER the Letter of Acceptance and
	send the Contract Agreement to the TENDERER.
00 0: 4	33.2 Within the number of days as specified in the TDS, of receipt of
33 Signing of	the Contract Agreement, the successful TENDERER shall sign, date,
Contract	and return it to the TENDER INVITING AUTHORITY. In case the
	TENDERER fails to sign the Contract Agreement within the number
	of days as specified in the TDS, its Letter of Intent will be
	terminated and the EMD shall be forfeited.
	34.1 The TENDERER shall complete the Installations and starts trial
	run within the time stated in the TDS.
	34.2 Upon signing the Bio-mining Concessionaire Agreement, Time
	for Substantial Completion is as stated in the TDS.
34 Completion	34.3 The Performance Period for the Bio-mining Contract is as stated
Time	in the TDS.
	34.4 The Contract Period may be extended for a further period as
	agreed on mutual agreement.
	34.5 The Contract shall be terminated as per the clauses stated in the
	Conditions of Contract (Part 3 of the Tender Document).
	35.1 The entities, agencies and persons involved in the Project are as
	stated in the TDS, which will be applicable during the carrying out the
35 Implementation	Installation of plant and successful trial run for up to completion of the
Agreement	Performance Period.
3	35.2 The responsibilities and authorities of these agencies are given
	in the TDS.

Section II. Evaluation and Qualification Criteria

TECHNICAL PROPOSAL - CRITERIA FOR EVALUATION

1) Evaluation Parameters

The Applicant's competence and capability is proposed to be operated by the following parameters:

S. No.	Parameters	Requirement	Requirement Proof to be enclosed			
1	Profile of the organization.	Annual Turnover Rs.1.00 Crores/Annum or asset value of Rs.2.00 Crores	Certified Audit Statement	10		
2	Experience	The Bidder should have, undertaken at least one similar nature of work such as removal of dumped legacy waste / solid waste management related works anywhere in India in any organization.	Concessionaire agreement obtained from any one municipality in India with zero residue and no land filling	20		
3	Technology	The details of the proposed technology, process flow convert the MSW chart, expected end into useful end product and action plan for product, marketing the end product.	The proposed technology should be installed in any one of the municipalities anywhere in India.	50		
4	Methodology	Methodology to be adopted: Plan for Design and installed. Proposed man power quantity processing. Duties and responsibiliti Action plan for rout maintenance.	20			

The bidder who scores minimum 70 marks will be qualified for opening the financial bid.

All the proofs submitted should be notarised

Section III. Terms of Reference

Section 3. Terms of Reference (ToR)

A. General

- **1.1** Removal of legacy waste dumped in the Periyanaickenpalayam Compost Yard through bio-mining process
- **1.2** Processing plant/ legacy waste removal plant shall be operated and maintained by the Concessionaire by fulfilling all the statutory provisions and the cost of built design, installation, operation, maintenance in this plant shall be solely borne by the Concessionaire at his/her own cost

1. Scope of Work

- 1.3 technology The suggested/deployed by developer/Concessionaire must be in accordance with present rules and regulations - norms of Government CPCB. Authorities like MOEF&CC. TAMIL NADUPOLLUTION CONTROL BOARD, National Green Tribunal (NGT) etc and should be flexible enough to augment the capacity and accommodate environment friendly changes to be imposed by governing authority MOEF&CC, CPCB, TAMIL NADUPOLLUTION CONTROL BOARD, National Green Tribunal (NGT) and other all regulatory agencies in future.
- **1.4** The developer/ operator is required to understand the waste characterization / MSW analysis before the submission of Technical and Financial Proposal

2. Background

Periyanaickenpalayam Town Panchayat located at Coimbatore District having population of 25930 and generating 8.00 MT of solid waste per day. The Town Panchayat has no land earmarked for compost yard to store, process and dispose the solid waste within the Town panchayat limit and the solid waste collected have been deposited in Periyanaickenpalayam Compost vard for the past 20 years. The National Green Tribunal directed the Town panchayats to reclaim the land and develop the processing facilities stipulated in the Solid Waste Management Rule 2016. In order to bring a measurable impact in the quality of lives. The honorable minister of municipal administration and water supply department have announced in the floor of assembly for bio mining in 25 Town Panchayats at an cost of 17.0290 crores rupees, out of which a sum of rupees 0.754 crore have been allotted to Periyanaickenpalayam Town Panchayats.

3. Object	The object of this assignment is to remove the legacy waste dumped on the Periyanaickenpalayam Compost yard for the past 20 years and quantified to be about 11587 cu.m within 12 months period, from the date of award of the work.
	4.1 The Developer/concessionaire shall be responsible for Operating and Maintaining the Project, marketing the end products, disposing non-conforming wastes, preprocessing rejects and post processing residues such as ferrous, non-ferrous, glasses, etc.,
	4.2 The Developer/concessionaire should process the legacy waste on daily basis and the final archive should not be kept more than one month within the premises
	4.3 The Project Concept is design, build, own and operate basis. The Project for Operating Municipal Solid Waste Management Processing Facility for Conversion of MSW into final useful products with Zero Residue at the end of the process with no land filing.
4.Responsibilitiesof Developer/concessionaire	4.4. The concessionaire has to collect the legacy MSW Garbage for processing not less than 200 CUBIC METER per day which will be measured by means of filling the garbage into a cubic meter chamber before processing it. The total estimated quantity of 11587 cubic meters of legacy waste should be removed and the dump site has to be reclaimed within 12 months period.
built, finance, installation	4.5 The Project Developer/concessionaire shall be responsible for obtaining all Statutory Clearances, Permission, Licenses, and Authorizations Necessary for the Project at their Co stand Municipality will provide the coordination accordingly.
	4.6 The Developer/concessionaire should follow the present rules and regulations MSW 2016 and norms of relevant departments during operation and maintenance of processing facility developed also during modification of processing technology of the project based on the useful end product targeted for implementation and operation of the project.
	4.7 The Developer/concessionaire should ensure that all the aspects of project and process employed, in the construction, operation and maintenance thereof shall confirm with the laws pertaining to environment, health and safety aspects including rules such as MSW rules, policies and guidelines related thereto. The aspects relating to employee and worker safety, control mechanisms of litter, pest, fire, surface runoffs etc., needs to be followed.

- **4.8** The Developer/concessionaire shall setup a well-equipped laboratory for monitoring and analysis of environmental parameters for air quality, meteorology, water, wastewater, noise, groundwater, etc based on the overall monitoring requirements.
- **4.9** The Developer/concessionaire will not handover all the assets and machines in connection to this project at the end of the project period.
- **4.9.1** Clear time lines have to be enclosed for each activity from statutory approvals and upto the trial commissioning and operation.
- **4.10** Processing plant/Treatment plant' shall be operated and maintained by the Concessionaire by fulfilling all the statutory provisions and the cost of design, built, installation, operation, maintenance in this plant shall be borne by the Concessionaire at his/her own cost
- **4.11** Concessionaire will not be permitted to use the municipal land at any point of time of contract to mortgage (or) to be used as a security for mobilizing finance for this purpose (or) any other purpose.
- **5.1** 11587 CUBIC METER of Municipal Solid Waste (MSW) in a heterogeneous nature will have to be collected by the selected applicant/tender (Concessionaire) at the Town Panchayat Compost yard situated on the Periyanaickenpalayam Compost yard.
- **5.2** Town Panchayat will provide the vacant land available at the Compost yard.

5.Responsibilities of Town Panchayat

- **5.3** Periyanaickenpalayam Town Panchayat will hand over the Municipal Solid Wastage Processing site to the selected applicant/tender in terms of processing the solid waste to convert in to useful end product with zero residue without land filling for a period of 1 year from the date of agreement. If there is excess quantity of waste is available, the contract period will be extended based on the needs.
- **5.4** If the Town Panchayat asks the Concessionaire to undertake the project for processing/ treatment of approx (+/- 5%) TPD for municipal solid waste in that case Concessionaire Need to accept that and should do the needful.
- **5.5** Town Panchayat will give recommendation letter to obtain the permission from the TAMIL NADU.POLLUTION CONTROL BOARD or from any other authorities (related to & confined to project's scope

	of work) as and when needed without financial or any other obligation.
	5.6 Town Panchayat will provide the actual land available and facilitate other filed required assistance till the time of completion of project period.
6.Project contract period	6.1 The Concession Period will be 1 years between the Periyanaickenpalayam Town Panchayat and the Project Developer/concessionaire. Town Panchayat will grant permission to use land available at the compost yard and to use the infrastructures available in the processing facility with suitable modification (if necessary) based on the methodology to process and convert the municipal solid waste in to useful product with zero residue without land filling.
7. Terms of Payment	7.1 Town Panchayat will give tipping fee as quoted by the bidder in the financial quote and accepted as in agreement, based on the quantity of garbage at cubic meter basis processed removed and transported the final archive from the dump site on completion of every 11587 cu.m
8.Selection of Concessionaire	8.1 The technically pre- qualified bidder's financial quote shall be decided on the lowest amount quoted per ton to operate and maintain to achieve the useful product with zero residue without land fill as proposed. The operator/bidder who quotes the lowest amount will be considered as L1 and LOA will be given to the L1.
9. Implementation Flow	 9.1 The successful tenderer after receiving the Letter of Intent from the TENDER INVITING AUTHORITY 9.2 The DBOO Concessionaire Agreement shall be valid for a period of 3 years from the date of letter of Acceptance of the tender.
10. Work Plan	10. The proposed work involves selection and engagement of an interested and capable Private Entrepreneur for excavating the compact mixed garbage dumped over 20 years which underwent partial biological degradation, by using suitable Mechanical excavators, stabilizing the biodegradable wastes by <i>incite</i> windrow composting and use of appropriate mechanical screens to sieve the excavated and processed materials into recoverable fractions such as recyclables (metal and glass), fine fraction (soil/compost), coarse fractions (incinerables such as plastics, textile, tyre, rubber etc), inverts (stone, bricks, construction debris) and hazardous wastes (batteries, containers of toxic materials, tube lights etc) in the assigned land areas on Design, Build, Own and Operate

(DBOO) concept so as to retrieve and recover materials by segregating, sorting,, diverting for recycling the excavated materials and safe disposal of residues at approved disposal facilities. It will involve

- Identification of the contractor by following the TT Act and an execution of agreement to complete the task
- Procuring Machineries and other relevant equipment for excavation, turning and screening of wastes, belt conveyors, vehicles etc. through the contractor
- Ensuring the availability of electrical power 150 kvp to operate all the required machineries.
- Procuring the manpower for segregating process while the waste passing through the conveyors, loading, unloading, supervision, monitor the entire process, volume accessing, maintaining the records including watchman, electrician, mechanic, etc.,
- Protecting the work site from the vicinity of general public by providing temporary fencing,
- Accessing the anticipated quantity of the stone, debris, enriched soil, recyclable waste, RDF etc., accordingly,
- Selling/Disposing off all recovered materials and residues responsibly to the tune of 100% so as to achieve zero rejects which means none of the wastes are considered as dumped back at the site.

It is expected that 200 cubic meter of garbage has to be removed daily from the existing dump of solid waste, by installing the required excavators, trammel, hopper, shredder, and the conveyor belt to segregate the recoverable fractions such as recyclables (metal and glass), fine fraction (soil/compost), coarse fractions (incinerables such as plastics, textile, tyre, rubber etc), inert (stone, bricks, construction debris) and hazardous wastes (batteries, containers of toxic materials, tube lights etc). The recyclables to be sold to authorized scrap dealers. The incinerables may be used as refuse derived fuel in the nearby waste to energy plant or cement plant. The hazardous wastes to be disposed at the nearby centralized hazardous waste treatment, storage and disposal facility. The inert fraction may be disposed by

	filling of low lying areas, road embankment etc .The fine fraction to be tested for compliance to compost standards and used as compost or soil cover for landfills.
11. Key activities to be involved	11.1. Step 1. Installation of trammel, shredder, screener, hopper, conveyors with adequate capacity of motors and pulleys. 11.2. Step 2. Engaging chain dozer/ Excavator and loosening the legacy waste 11.3. Step 3. Spraying the bio culture, as required to control odour, over the loosened legacy waste 11.4. Step 4.shifting and loading the garbage in to the hopper and segregating the material size wise and type wise by engaging the man power on both side of conveyors with proper safety precautions. 11.5. Step 5. Processing the legacy waste @150cu.m per day during 8 hours per day (@25 cu.m per hour) and segregating the recyclable material and the enriched soil, debris like stone, and shredding the remaining matter mixed with plastic etc., which has the calorific value of at least to 1400kCal/kg and converting them into RDF. 11.6. Step 6. Windrow composting of partially degraded wastes. 11.7. Step 7. The material collected shall be disposed of by engaging tipper Lorries to the vendors who have identified and made agreement to get the designated recyclable material. 11.8. Step 8. Monitoring and recording all the activities to account for the quantity and quality of recovered materials 11.9. Step 9. Submission of report on the progress on daily basis. 11.10. Step 10. Inviting third party for verification of the value of work done on biweekly basis. 11.11. Step 11. Receiving payment from employer as per the agreement by obtaining certificate from the third party 11.12. Step 12. Handing over of the clean site to Periyanaickenpalayam Town Panchayat/ appropriate regulatory agency.

Section IV. Tender Data Sheet (TDS)

Section IV. Tender Data Sheet (TDS)

ITT Clau	ise Tender Data Reference
	"Processing of BIO MINING the Dumping of Historical Waste at Resource Recovery Park in Periyanaickenpalayam Town Panchayat."
ITT 1.1	The MC / PERIYANAICKENPALAYAM TOWN PANCHAYAT is: As mentioned in the Letter of Invitation (Town Panchayat)
	Tender Inviting Authority is as stated in TDS
	The services and work under this Tender shall be executed as follows:
	1) The TENDER INVITING AUTHORITY shall release the Letter of Intent after the acceptance of the tender by the Municipality
	2) The tenderer shall furnish the Performance Security;
ITT1.2	3)The TENDER INVITING AUTHORITY shall then enter into the DBFO Contract arrangement with the successful tenderer to Removal of legacy waste dumped in the Periyanaickenpalayam Compost yard through bio-mining process" in the Project Area within the stipulated time-frame as stated in the TDS.
	4) The successful bidder should complete the task within 9 month period from the dated of agreement
ITT 0	The scope of work under this tender shall include, but is not limited to, the following:
ITT 2	The successful tenderer will be selected from the short-listed Tenderers from the RFP Stage.
	Estimated Project Cost : Rs.75.40 Lakhs
ІТТ3	The Tenderer's request for any clarification related to the Tender Documents, which shall be received up to two (2) weeks prior to the deadline for submission of the Tender, shall only be responded by the TENDER INVITING AUTHORITY. For clarification purposes only, the TENDER INVITING AUTHORITY'S address is:
	The Executive Officer
	PERIYANAICKENPALAYAM TOWN PANCHAYAT,
	Phone No: 0422-2692425
ITT3.2	The Tenderer is required to review the preliminary data available before the submission of its Tender. This data is provided only for the guidance purpose, and should not be treated as the basis for the Tenderer's Tender. The Tenderer should make its own assessments, calculations and analysis before making its Tender, and collect any additional data as necessary to prepare its Tender.

	A Pre-Tender meeting will take place at the following date, time and place:
ITT3.3	Date:20.04.2022
	Time: 11.00 AM
	Place: Periyanaickenpalayam Town Panchayat,
	Phone No: 0422-2692425
ITT4	Site visits to be conducted by the Tenderer at their own cost with prior consent from Executive Officer's Office.
ITT5	The Cost of the RFP (Request of Proposal) document is: Rs only (Inclusive of All taxes) RFP document can be downloaded at free of cost in the website www.tntenders.gov.in
ITT6	The language of the Tender is: English
	The TENDERER shall submit with its Tender the following additional documents:
ITT7	The currency of the Tender shall be: Indian Rupees.
ITT8	The Tender validity period shall be Six (06) months (180 days) after the deadline for Tender submission.
ITT9	EMD Rs. 75400/- (in the form of DD in favor of "The Executive Officer, Periyanaickenpalayam Town Panchayat, payable at Periyanaickenpalayam)
ITT9.1	The EMD shall be in the form of a Crossed demand draft payable at Chennai by a Fixed deposit Receipt, in favor of the The Executive Officer , Periyanaickenpalayam issued by a Nationalized /scheduled bank in India that is acceptable to the TENDER INVITING AUTHORITY.
	The EMD shall be valid till the date of signing Bio-mining Concessionaire Agreement and providing performance security.
ITT10	In case the documents are submitted offline, the Technical and Financial Proposals shall be submitted in separate sealed envelopes. These envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the name of the Tenderer, submission address, reference number, Tender title and the deadline for Tender submission.
ITT10.1	In case the documents are submitted offline, in addition to the original of the Tender, the number of copies to be attached is: One
ITT10.2	The written confirmation of authorization to sign on behalf of the tenderer shall consist of: Valid Power of Attorney
	For Tender submission purposes only, the TENDER INVITING AUTHORITY's address is:
ITT10.3	The Executive Officer Periyanaickenpalayam Town Panchayat, Phone No: 04254-272315 Subject on Cover & letter: The Executive Officer Periyanaickenpalayam Town Panchayat,

	The deadline for Tender submission is: Date: 29.04.2022						
	Time: 3.00 PM						
ITT11	Tenderer "shall also have" the option of submitting their Tender electronically.						
ITT12	The Tender shall be opened in presence of the Tenderer representatives:						
ITT 13	Tender will be opened in presence of the Tenderer / Tenderer's representatives, the Tender opening shall take place at the following Date and Time:						
	The Tender will be considered as non-responsive and rejected under any of the following conditions:						
ITT13.1	1) Tender is not accompanied by the EMD equivalent to the amount and in the form as stipulated						
	2) Tender forms are not filled and signed by the Tenderer.						
	3) Any willful misstatements or incorrect information provided in the Tender.						
ITT13.2	The pre qualification cum technical proposals of the short-listed firms shall only be evaluated. All other Tenders, if any, will be summarily rejected.						
ITT14	The technical cum pre qualification evaluation shall be as per the methodology Stated in Section III: Evaluation and Qualification Criteria						
ITT15	The financial proposals of those firms that satisfy the pre qualification cum technical parameter mentioned in the qualification criteria shall one be opened.						
	The evaluation of the Tenderer financial offer shall be carried out as per the methodology stated in Section III: Evaluation and Qualification Criteria.						
	1) The performance security shall be provided within seven (7) days from the date of issue of Letter of Acceptance						
ITT16	2) Performance Security shall be in the form of an unconditional and irrevocable bank guarantee issued by any scheduled bank in India that is acceptable to the TENDER INVITING AUHTORITY, using the format given in the Tender Document.						
	3) The amount of performance security for Bio-mining Contract shall be						
	4) The performance security shall be valid for the entire Contract Period.						
ITT16.1	1) The Tenderer shall commence the installation of the processing plant within twenty one (21) days of receipt of Letter of Intent from the TENDER INVITING AUTHORITY. Otherwise the contract will be cancelled by the Tender Inviting Authority.						

	-
	2) The Tenderer shall provide the performance security within 7 days of receiving the Letter of Acceptance.
	3) The Tenderer and PERIYANAICKENPALAYAM TOWN PANCHAYAT shall sign the DBFO Concessionaire Agreement within seven (7) days of providing the Performance security. If the eligible successful selected Tenderer fails to sign the contract within the period mentioned above, then the contract may be cancelled by the Tender Inviting Authority.
ITT17	The period for completion of the Installation of plant and other machineries within three months from the date of issue of the Letter of Intent and the Letter Of Acceptance (LOA). The Performance Period for the bio-mining Contract shall be be (1) year that will be reckoned from the Time for Substantial Completion of the construction.
	TENDER INVITING AUTHORITY is The Executive Officer, Periyanaickenpalayam Town Panchayat
ITT17.1	i) Tender Scrutiny Committee is headed by the TENDER INVITING AUTHORITY EXECUTIVE AUTHORITY is The Executive Officer, Periyanaickenpalayam Town Panchayat,
	ii) TENDER ACCEPTING AUTHORITY is the Town Panchayat Council Refer Attached Note 1.

Tender Data Sheet Note 1 (Refer ITT 36.2) Implementation Arrangement

The Tenderer should be aware of the entities and agencies involved in the Project implementation and Contract administration, as described below:

- TENDER INVITING AUTHORITY
- TENDER SCRUTINY COMMITTEE
- PERIYANAICKENPALAYAM TOWN PANCHAYAT

The general responsibilities and authorities of these entities are below, which shall be read in conjunction with the Conditions of the Contract.

TENDER INVITING AUTHORITY:

The TENDER INVITING AUTHORITY as named in the TDS is responsible for:

- 1. Review the Invitation for Tender and give approvals;
- 2. Supervising the Concessionaire selection process;
- **3.** Issue the Letter of Intent to selected Tenderer;
- 4. Negotiate and sign the DBFO Concessionaire Agreement;
- **5.** Issue notices, instructions and approvals during the execution of the work by the Concessionaire (any notice, instructions and approvals issued by the EXECUTIVE AUTHORITY OF THE PERIYANAICKENPALAYAM TOWN PANCHAYAT shall be binding only when they are consented by the TENDER INVITING AUTHORITY);
- **6.** Monitor progress both in terms of physical progress Removal of legacy waste dumped in the Periyanaickenpalayam Compost yard through bio-mining process in the Project Area within the stipulated time-frame as stated in the TDS. The Executive Officer, Periyanaickenpalayam Town Panchayat will be the appellate authority for any unsolved issues at TENDER SCRUTINY COMMITTEE level;
- 7. Appoint Adjudicators and Arbitrators in case of disputes;
- 8. Delegate responsibilities to the TENDER SCRUTINY COMMITTEE.

Terms of Termination

- 1. In the event of failure noticed in the implementation of the project as per milestone agreed in the contract, the Town Panchayat will initiate the action for termination of contract after giving proper notice
- 2. In the event of failure to show the progress of project and outcome of project as per milestone agreed in the contract, The Town Panchayat will initiate the action for termination of contract after giving proper notice.
- 3. In the event of termination of contract / agreement, the assets kept in the project site shall be forfeited by the Town Panchayat and shall not be returned to the Developer/concessionaire.
- 4. Local body will not be responsible for any liability of the Developer/concessionaire for any defaults or breaches made by the Developer/concessionaire with any other third parties, in such events; it should be the responsibility of the Developer/concessionaire to solve this issue at their own risk.
- 5. If the land will be used by the Developer/concessionaire for any other activities other than solid waste management process, The Periyanaickenpalayam Town Panchayat will initiate the action for termination of contract after giving proper notice.

Section V - Tender Forms

the DBFO Concessionaire Agreement;

Letter of Tender

P No.:	
ender Title: Removal of legacy waste dumped in the Periyanaickenpalayam Conrd through bio-mining process	npost
:	
e, the undersigned, declare that:	
Our Tender is applicable for the following terms as listed in the Letter of Invitatio —— —————————————————————————————————	n
The Tender is submitted[solely/ in consortium with]. {in case the Tender bmitted in consortium, delete "solely" and use the text below. If the Tender bmitted solely, delete the text in a.2 to a.5 below. If the Tender is submitted nsortium of only two partners, delete the text in a.3 below];	erls
We have examined and have no reservations to the Tender document, includenda issued in accordance with Instructions to Tenderer (ITT);	uding
Our Tender, which consists of the tender forms as per the list of attachm closed with this Letter of Tender, is based on the Instruction to Tenderer and rts of the Tender document.	
Our Tender shall be valid for a period of 180 days from the date fixed for the Tender deadline in accordance with the Tender document, and it shall rending upon us and maybe accepted at any time before the expiration of that period the TENDER INVITING AUTHORITY is at liberty to extend the validity on mareement for another 60 days.	emain eriod;

(f) If our Tender is accepted, and subject to successful negotiation, we agree to undertake that we also agree to provide the performance security in the event of signing

- (g) We, including any consortium partners, if any, for any part of the contract, do not have any conflict of interest in accordance with ITT2.2;
- (h) We are not participating, as a Concessionaire or as a consortium partner, in more than one Tender in this Tendering in accordance with ITT-6;
- (i) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Government of India or the TENDER INVITING AUTHORITY or the TOWN PANCHAYAT:
- (j) We understand that this Tender, together with your written acceptance thereof included in your Letter of Intent, shall constitute a binding contract between us, until a formal contract is prepared and executed. We also understand that any addenda or minutes of the negotiation meetings issue by you shall become integral part of our Tender and the Contract:
- (k) We understand that you are not bound to accept the best evaluated Tender or any other Tender that you may receive;
- (I) We agree that the TENDER INVITING AUTHORITY can reject any or all the Tender and drop out the Tendering, or reject all the Tender and invite fresh Tender without any liability of whatsoever nature from us:
- (m) We agree to turn over all the equipments, materials, spares as built, operated and operated by us in a good form, to the TENDER INVITING AUTHORITY/TOWN PANCHAYAT free of cost as stipulated in the Tender document;
- (n) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery; and
- (o) We also agree that TENDER INVITING AUTHORITY reserves that right to split the work and contract in more than one Concessionaire for different types of works, without any liability of whatsoever nature from us.

Name						ln	the	ca	pacity	of
Signed	d									
Duly	authorized	to	sign	the	Tender	for	and	on	behalf	of
Dated	on day of _			_						

List of Attachments (as applicable):

- EMD (Earnest Money Deposit)
- Document Fee Receipt / Document Fee DD
- Power of Attorney for Signing of Tender
- Consortium Agreement and Power of Attorney to Lead Partner of the Consortium (if applicable) – The CONSORTIUM AGREEMENT on Non-Judicial Stamp paper of Rs.50/- duly attested by Notary Public shall be attached.

Form A4. Proposed Technical Methodology

Any others Technical Specification Sheets/ Supplementary information/ copies of work orders and relevant performance certificates, etc.,

FORMAT FOR POWER OF ATTORNEY

FOR SIGNING OF TENDER

(On Non – judicial stamp paper of Rs. 50/- duly attested by a Notary Public)

POWER OF ATTORNEY

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)
(Name, Title and Address)
Accept(Signature)
(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Sole Applicant or all partners including the Lead Partner in case of a Consortium.
- The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (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 executants (s) should submit for verification the
 extract of the charter documents and documents such as a resolution / Power of
 attorney in favour of the Person executing this Power of Attorney for the
 delegation of power hereunder on behalf of the executants (s).

FORMAT FOR CONSORTIUM AGREEMENT

(On Non – judicial stamp paper of Rs. 50/- or more duly attested by a Notary Public)

The photocopy of the consortium agreement in the below format on Non-judicial stamp paper of Rs.50/- duly attested by Notary Public shall be provided by the Tenderer during the RFQ tendering process should be attached

This Consortium Agreement executed on this Day of, between M/s, a company incorporated under the law of and having its registered/principal office at (herein after called the `Lead Partner' which expression shall include its successors, executors and permitted assigns)
and M/s, a company incorporated under the laws of and having its registered/ principal office at,(herein after called the `Second Partner' which expression shall include its successors, executors and permitted assigns)
and M/s, a company incorporated under the laws of and having its registered/ principal office at, (herein after called the `Third Partner' which expression shall include its successors, executors and permitted assigns), for the purposes of submission of a tender for Suitable Operator for Removal of legacy waste dumped in the Compost yard through bio-mining process and entering into a contract in case of award of the Project to the Consortium by Municipality (herein after called the 'Owner').
WHEREAS, the Owner invited tender vide its Tender document no to Removal of legacy waste dumped in the Dasayapalli Compost yard through bio-mining process.

AND WHEREAS as per Tender document, Consortium tenders will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the Tender is being submitted to the Owner vide tender dated based on the Consortium Agreement being these presents and the tender with its tender forms and submission documents, in accordance with the requirement of the tender document conditions and requirements have been signed by all the partners/the authorized power of attorney, and submitted to the Owner.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the partners to this Consortium do here by now agree as follows:

- 1. We the partners in the Consortium hereby confirm that the name and style of the Consortium shall be....... Consortium.
- 2. In consideration of the tender submission by us to the Owner, and if considered acceptable the award of contract by the Owner to the Consortium (if selected by the Owner), we the partners to the Consortium, hereby agree that the Lead Partner (M/s.......) shall act as the lead partner for self, and for and on behalf of Second Partner and Third Partner and further declare and confirm that we shall jointly and severally be bound unto the Owner for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the Owner to perform all contractual obligations including technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
- 3. The Lead Partner shall be responsible for Project Management of works.
- 4. In case of any breach of the said Contract by any of the partners of the CONSORTIUM, we hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms of the Contract.
- 5. Further, if the Owner suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/ plant, meeting the guaranteed performance parameters as per the technical specifications/ contract documents, the Lead Partner, Second Partner as well as Third Partner of these presents undertake to promptly make good such loss or damage caused to the Owner, on the Owner's demand without any demure. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner to these presents before proceeding against the Second Partner or the Third Partner.
- 6. The financial liability of the partners to this Consortium Agreement, to the Owner with respect to the any or all claims arising out of the performance or non-performance of the Contract shall, however be not limited in any way so as to restrict or limit the liabilities of either of the partner.
- 7. The responsibilities and obligations of each of the partners is expressly understood and agreed between the partners (in line with past experience of partners and the lead Partner shall be responsible for the Project Management). It is further agreed by the partners that the above
- sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the partners under the Contract.
- 8. This Consortium Agreement shall be governed, construed and interpreted in accordance with Laws of India. Courts of Chennai shall have exclusive jurisdiction in all matters arising there under.
- 9. In case of award of contract, we the partners to this Consortium Agreement do hereby agree that we shall furnish the contract performance guarantee in favor of the

Owner from a bank acceptable/ approved by the Owner for a value as stipulated in the Contract Award and such guarantee shall be in the names of all the partners of the Consortium.

10. It is further agreed that this CONSORTIUM Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the Owner discharges the same. It shall be effective on the date first above mentioned for all purposes and intents.

IN WITNESS WHEREOF, the partners to this Consortium agreement have, through their respective authorized representatives, have executed these presents and affixed their hands and common seal of their respective companies on the day, month and year first abovementioned.

1. Common Seal of M/s has been For Lead Partner, M/s	
affixed in my/our presence	Address of Witness/es)
(Signature of Authorized Representative)	
Name:	
Designation:	
2. Common Seal of M/s has been For Second Partner,	(Signature, Name and
M/s affixed in my/our presence	Address of Witness/es)
(Signature of Authorized Representative)	
Name:	
Designation:	

FORMAT FOR POWER OF ATTORNEY FOR LEAD PARTNER OF CONSORTIUM

(On Non – judicial stamp paper of Rs50/- duly attested by notary public)

The photocopy of the consortium agreement in the below format in On Non – judicial stamp paper of Rs50/-duly attested by notary public provided by the Tenderer during the RFQ tendering process should be attached.

POWER OF ATTORNEY

Whereas the Periyanaickenpalayam Town Panchayat has invited tender for Removal of legacy waste dumped in the Periyanaickenpalayam Compost yard through bio-mining process for a specified Concession period (the "Concession Period").

Whoreas M/s	, M/s
•	·
, M/s	and M/s
(the respective	names of the partners along with address of their registered
offices) have formed	a Consortium and are interested in tender for the Project and
implementing the Pro	ject in accordance with the terms and conditions of the Tender
Document, PPP Conc	essionaire Agreement and other connected documents in respect
of the Project, and	

Whereas, it is necessary under the Tender document for the partners of the Consortium to designate one of them as the Lead Partner 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 tender for the Project or in the alternative to appoint one of them as the Lead Partner who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's tender for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s	, M/s		and M/s
(the respective names	of the partners along with	h address of their	registered offices) do
hereby designate M/s	s	(name along	with address of the
registered office) being	one of the partners of t	he Consortium, a	s the Lead Partner of
the Consortium, to do o	on behalf of the Consortiu	ım, all or any of th	ne acts, deed or things
necessary or incidental	to the Consortium's tend	der for the Project	, including submission
of Proposal, participa	ting in conference, res	sponding to que	eries, sub-mission of
information / document	ts and generally to repre	sent the Consort	ium in all its dealings
with Periyanaickenpala	yam Town Panchayat, ar	ny other Governm	ent Concessionaire or
any person, in connecti	on with the Project until c	ulmination of the	Concession Period.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Partner our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this ----- day of ----- 5--. [Executants (s)] (To be executed by all the partners in the Consortium and accepted by the Lead Partner)

Note:

- 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 executants (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 executants (s) should submit for verification the
 extract of the charter documents and documents such as resolution/ Power of
 attorney in favour of the person executing this Power of attorney for the
 designation of power hereunder on behalf of the tenderer.

Annex A: Technical Proposal

Form A1 Company Information

Tenderer's /Firms legal name[insert full legal name]
In case of Consortium Of Firms (COF), legal name of each partner: [insert full legal name of each partner in Consortium]
Tenderer's Actual country of constitution: India
Tenderer's /Firms actual year of constitution:[indicate year of Constitution]
Tenderer's /Firms legal address in India:[insert street/ number/ town or CORPORATION/ country]
Tenderer's /Firms authorized representative information in India (the CORPORATION's correspondence shall be sent to this address)
Name:[insert full legal name] Address:[insert street/ number/ town or CORPORATION/ country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and CORPORATION codes] E-mail address:[indicate e-mail address]
 Attached are copies of original documents of: Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above. In case of Consortium, consortium agreement should be provided. In case of Government owned entity, documents operating legal and financial autonomy
In case of Government owned entity, documents operating legal and financial autonomy and compliance with commercial law.

Letter of Financial Proposal

Date:
RFP No.:
Tender Title : Removal of legacy waste dumped in the Periyanaickenpalayam Compost yard through bio-mining process.
To:
Subject : Financial Proposal based on number of units consumed for processing one ton of solid waste
In reference to our Technical Proposal for the Invitation for Tender referred above, we hereby submit our Financial Proposal along with all documents as stated in the Instruction to Tenderer.
We, the undersigned, offer to provide the services of the IGA for the above in accordance with your Invitation for Tender dated [Date], and our Proposal (Technical and Financial).
Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Tender and any further extensions given to the validity period of the Tender.
We confirm that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
Yours sincerely,
Authorized Signature: Name and Title of Signatory: Name of the Firm:

Date of Tender :

Issued to :

Shedule Cost Rs.

Challan No. & Date

PERIYANAICKENPALAYAM TOWN PANCHAYAT TENDER SCHEDULE

- a) The quantities given here are those upon which lump sum tender cost of the work based but they are subject to alternations, omissions/ deductions or additions as provided for the conditions of this contact and do not necessarily show the actual quantities of work to be done. The unit rates noted below this governing payment for the contract, as set forth in the preliminary a specification of the Chennai details standard specification and other conditions as specification of the contract.
- b) It is to expressly understood that the measured work is to taken net (not with standing and customer practice to the contrary) according to the actual quantities when in places and finished according to the drawing or as many be ordered from time to time the cost calculated by measurement or weight, at the respective prices, without any additional charge for any necessary or contingent therewith. The rates quoted are for works in site and complete in every report.

Name of the Scheme :

Solid Waste Management Scheme

2019-2020

Est Amt:Rs.75.40 Lakhs
Earnest Money Deposit
Rs. :Rs.75400/-

Name Of Work:

Processing of BIO MINING the Dumping of Historical Waste at Resource Recovery Park in Periyanaickenpalayam Town Panchayat.

	0	Description of Works	MDSS/	Unit in		Rate in	Remarks
No.	Quantity		SSRB	Words	Figures	Words	
1	11587 M ³	a) Excavation the existing mixed		One			
		compacted Garbage which underwent		Cubic			
		biological degradation in the land portion		Metre			
		allocated / earmarked by Karamadai					
		Town Panchayat Compost Yard and					
		spraying with microbial innoculam for					
		sanitizing and stabilizing the excavated					
		mass sieving them using Mechanical					
		Seiving machine or any other equipment					
		at the cost of the Bidder					
		(b) Control of mal odour using					
		Deodorizing agent and stabilizing the					
		waste using Bio Culture for aerobic					
		composting using industrial sprayer					
		Eco friendly and non pollution process in					
		order to reduce the impact of dumping					
		site in the adjacent areas					
		Segregate the excavated garbage in the					
		land portion earmarked, into as many					
		kind and categories as possible at the cost of the Bidder including cost of any					
		power or fuel consumption					
		Selling, diverting for recycling marketing					
		and recycling the excavated materials					

Cleanly rehanded over clean removal of an site including convey Karamadai Town Phandling ovet the earnown Panchayat is conveyance and charges etc complete. Creation and infrastructure facilities. Bidder's risk and conveyance and infrastructure facilities. Bidder's risk and conveyance and infrastructure facilities. Bidder's risk and convexavated garbages are garbages as a gregation material. Deployment of new materials, equipment construction of plar creation of facilities are artiful separating, segregate the operation of the plan project are quipment etc, at the equipment etc, at the	ance away from the anchayat limit and rmarked site by the ncluding cost and handling labour emaintenance of es and amenities at lest, for sieving, the ge, storing the seesary manpower, ents tools and lest and sheds and lest for handling, tion and storing for lolant curface by bull-dozer bying equipment rrangement for the ite, machineries,			
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(Approval for 1 to 1 Items Only)