

MIRA-BHAYANDAR MUNICIPAL CORPORATION

Request for Proposal For

“Processing Disposal of (Legacy Waste) (Bio-Mining) remaining at the Project site of Solid Waste in Mira Bhayandar Municipal Corporation Area.”

Disclaimer

This TENDER DOCUMENTS is not an agreement. To the prospective Bidder(s) or any other person. The purpose of this TENDER DOCUMENTS is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this TENDER DOCUMENTS. This TENDER DOCUMENTS includes statements, which reflect various assumptions and assessments arrived at by the Mira-Bhayandar Municipal Corporation in relation to the Projects. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TENDER DOCUMENTS may not be appropriate for all persons, and it is not possible for the Mira-Bhayandar Municipal Corporation, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TENDER DOCUMENTS. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TENDER DOCUMENTS and obtain independent advice from appropriate sources.

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

The Mira-Bhayandar Municipal Corporation, its employees and advisors make norepresentation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER DOCUMENTS or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER DOCUMENTS and any assessment, assumption, statement or information contained therein or deemed to form part of this TENDER DOCUMENTS or arising in any way for participation in this Bid Stage.

The Mira-Bhayandar Municipal Corporation also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TENDER DOCUMENTS.

The Mira-Bhayandar Municipal Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TENDER DOCUMENTS.

The issue of this TENDER DOCUMENTS does not imply that the Mira-Bhayandar Municipal Corporation is bound to select a Bidder or to appoint the Contractor for the Project and the Mira-Bhayandar Municipal Corporation reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission

of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Mira- Bhayandar Municipal Corporation or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Mira-Bhayandar Municipal Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation and submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

i) Key Details:

Event	Date	Time	Address
Start of Tender Document Download	24/09/2024	12:00 PM	https://www.mahatenders.gov.in
Tender Due Date – Online Submission both Technical and Financial Bid	08/ 10/2024	01:00 PM	https://www.mahatenders.gov.in
Technical Bid Opening	10 /10/2024	03:00 PM	Same as above
Estimated Cost	Operational cost: Rs. 40,66,00,000/- Unit...per MT		

ii) Data Sheet:

Particulars	Data
Re-Tender Notice Number	MNP/SWM/02 /2024-25
Date of Issue	24/09/2024
Tender Inviting Authority	Mira-Bhayandar Municipal Corporation
Website/Portal	https://mahatenders.gov.in
Cost of Bid Document paid on line	Rs. 28,500/- (Rupees Twenty Eight Thousand Five Hundred Forty only) plus online fees
Bid Security / EMD paid on line	Rs. 40,66,000/- (Rupees Fouty Lakh Sixty Six Thousands only)
Bid Validity Period	180 Days from Bid Due Date
Legacy Waste Quantity	909630.20 M Tons
Project Duration	18 months from COD EXCLUDING MONSOON
Performance Security	5% Contract Value
Contact Details	Mr. Prakash Pawar
MBMC e-mail ID for quarries	Solidwasteproject14@gmail.com

- iii)** All the correspondence should be in written, the written correspondence shall be sent through email. All the communication and the bid submission should be addressed to the undersigned on the address below:

To,
Deputy Municipal Commissioner,
Mira-Bhayandar Municipal Corporation,
Mira Bhayandar Municipal Corporation Indira Gandhi Bhavan, Chhatrapati Shivaji
Maharaj Marg, Bhayandar West, Mira Bhayandar , Thane, Maharashtra 401101
E-mail: dmc2@mbmc.gov.in

Acronyms

MBMC Mira-Bhayandar Municipal Corporation

DBOO Design, Build, Own, and Operate

GoM Government of Maharashtra

GoI Government of India

ITB Instructions to Concessionaires

LM Lead Member

LoA Letter of Award

LoI Letter of Intent

TENDER

DOCUMENTS

Request for Proposal SWM Solid

Waste Management SPV Special

Purpose Vehicle

SLF Engineered Sanitary Landfill Facility

TPD Tones per Day

ULB Urban Local Body

Definitions

"ACT" means the Environment (Protection) Act, 1986 (29 of 1986) as amended up-to- date.

"Authority" shall mean Commissioner, Mira-Bhayandar Municipal Corporation

"Authorization" means the consent given by the Maharashtra Pollution Control Board to the "Operator of a Treatment/Disposal Facility".

"Bidder" means a single entity submitting the proposals.

"Bid Security" shall mean the security furnished by the Bidders.

"City" means the city of Mira-Bhayandar

"Concession Agreement" shall mean the agreement entered between the Authority, Mira-Bhayandar Municipal Corporation and the Concessionaire pursuant to this TENDER DOCUMENTS.

"Concessionaire" shall mean the selected Bidder to whom the LOA has been issued.

"Concession Period" is as defined in 1.5 of this TENDER DOCUMENTS.

"Damages" shall mean the damages payable by either Party to the other of them, as set forth in the Concession Agreement.

"Disposal" means final disposal of Bio-mining and reclamation at the dumping site which further would be capped.

"Document" or "Documentation" means documentation in printed or written form, or in tapes, discs, drawings, computer programs, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form in relation to this Project.

"Financial Bid" shall mean a document quoting Price for Bio-mining Machineries/Plant and operational cost of Bio-mining per Metric Ton of MSW by the concessionaire in response to the TENDER DOCUMENTS including clarifications and/or amendments and modifications made till the date of submission.

"Letter of Award" or "LoA" means the letter issued by the MBMC to the selected Concessionaire whose Bid has been accepted by Authority pursuant to this TENDER DOCUMENTS for undertaking and executing the Project in conformity with the terms and conditions as set forth in this TENDER DOCUMENTS and the Concession Agreement.

"Letter of Intent" or "LoI" means the letter issued by the MBMC to the shortlisted Concessionaire inviting their acceptance for undertaking and executing the Project in conformity with the terms and conditions as set forth in this TENDER DOCUMENTS and the Concession Agreement.

"Liquidated Damage" shall mean any loss/losses caused or sustained by MBMC, Authority due to non- performance of any act as per the Scope of Work of this TENDER DOCUMENTS or performance or carrying out of any act expressly or impliedly prohibited by the MBMC, Authority as per the terms and conditions of Concession Agreement.

"Municipal Authority (MBMC)" shall mean Mira-Bhayandar Municipal Corporation

"MSW" Municipal Solid Waste shall mean the domestic waste that is collected by the municipality which shall not include treated bio-medical waste, industrial waste, bio- medical waste, e-waste, battery waste, radio-active waste.

"Operation & Maintenance" means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities in accordance with the provisions of this TENDER DOCUMENTS and Concession Agreement.

"Operation & Maintenance Period" means the period commencing from the date of signing of the Concession Agreement and ending on the last day of the Concession Period unless terminated earlier.

"Operator of a Facility" means the Concessionaire or his authorized representative duly approved by the Authority, who operates the Bio-mining and reclamation activity at the dumpsite.

"Processing Facility" means the facility i.e..Supply, and Installation of Legacy Waste Screening Machines & shed as per contract specification or higher specification for implementing the Project setup by the Concessionaire for processing of the legacy Waste at the Uttan Dumpsite

"Parties" means the parties to the Concession Agreement collectively and "Party" shall mean any of the parties to the Concession Agreement individually.

"Performance Security" means the guarantee for performance of its obligations to be procured by the Concessionaire in accordance with the Concession Agreement.

"Project" means all the activities envisaged to be carried out under this TENDER DOCUMENTS.

"Reclamation and Remediation Works" means the reclamation and remediation works to be undertaken by the Concessionaire as per the details and requirements set out in Annexure A, in accordance with the Reclamation and Remediation Plan, Good Industry Practices, Applicable Permits, Applicable Laws and other terms and conditions of this Contract.

"Request for Proposal" or "TENDER DOCUMENTS" means invitation of bids setting forth technical and commercial terms and conditions, of the bid and includes this document, the Concession Agreement and all the Annexure and appendices attached to TENDER DOCUMENTS; and addendums issued by Mira-Bhayandar Municipal Corporation.

"Schedule" means a schedule annexed to the SWM Rules 2016.

"Service Provider" means authorities who provide services like water, sewerage, roads, drainage etc.

"Specifications and Standards" means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project and any modifications there of, or additions thereto expressly approved by, the Authority.

"Storage" means the temporary containment of compost prevent.

"Taxes" means any Indian Taxes including Goods and Services Tax, Sales tax, Local taxes, cess and any impost or Surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, or Municipal Authority but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever.

"Termination" means termination of this Concession Agreement pursuant to Termination Notice in accordance with the provisions of the Concession Agreement but shall not, unless the context otherwise requires, include the expiry of the Concession Agreement due to efflux of time in the normal course.

Interpretation

In the interpretation of this TENDER DOCUMENTS, unless the context otherwise requires:

The singular of any defined term includes the plural and vice versa, and any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

- i. A reference to any gender includes the other gender
- ii. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms there of
- iii. The terms "include" and "including" shall be deemed to be followed by the words "without limitation", whether or not so followed
- iv. Any reference to a person shall include such person's successors and assignees
- v. A reference to a "writing" or "written" includes printing, typing, lithography, scanned and other means of reproducing words in a visible form
- vi. Any date or period set forth in this TENDER DOCUMENTS shall be such date or period as may be extended pursuant to the terms of this TENDER DOCUMENTS
- vii. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this TENDER DOCUMENTS mean and refer to this TENDER DOCUMENTS and not to any particular Article
- viii. In case of any inconsistency between the terms mentioned in the TENDER DOCUMENTS and the literary term, the meaning best construed in furtherance of the objectives of this TENDER DOCUMENTS shall prevail
- ix. Where there is a discrepancy between amount in figures and in words, the latter shall prevail

Letter of Invitation

Mira-Bhayandar Municipal Corporation

Date:

Dear Sir,

i. Mira-Bhayandar Municipal Corporation till now has disposed the municipal solid waste and approx. 9.09 lakh MT of waste has been accumulated at Uttan dump sites. MBMC is desirous of bio-mining this area, which is already dumped by garbage, which has been consolidated and compacted due to biological degradation in the above said site. The garbage dumps are of mixed composition/ garbage and may contain recoverable, retrievable, reusable and recyclable materials. If the compacted garbage is sieved, separated, the sieved materials could be used for many purposes and many recoverable materials may be used for recycling or re-use.

ii. **The MBMC is desirous of reclaiming**, rehabilitating and re-mediating the **existing garbage dumped area by any method which is technically feasible**. This will allow the reclaimed area for further use and prevent negative environmental impacts.

iii. Therefore, Mira-Bhayandar Municipal Corporation intends to invite online bids for selection of a contractor (the “Contractor”) for Implementation of Remediation and Reclamation of Existing Dumpsite at Uttan, Mira-Bhayandar Municipal Corporation on EPC basis. The MBMC has decided to carry out the Bidding Process for the selection of the Contractor to whom the Project may be awarded. The contractor has to invest his funds for the entire work which includes establishment of Segregation machineries, earth moving machinery, dumpers, loaders, sheds, fencing, weigh bridge and disposal of the segregated material etc for the Project. The project shall be executed by contractor under the supervision and monitoring of the MBMC, who shall act as the Authority.

iv. Mira-Bhayandar Municipal Corporation hereby invites the proposals to set up, operate and manage the activity of “Reclamation of Land by Scientifically Processing the Existing Legacy Waste Dumpsite through the Process of Bioremediation / Biomining at Uttan Mira-Bhayandar Municipal Corporation

v. You are requested to submit your proposal in compliance with this Request for Proposal (TENDER DOCUMENTS). Your proposal shall be complete in all respects and should be submitted Online on or before the time and date specified.

vi. One concessionaire will be shortlisted in accordance with the evaluation criteria described in this TENDER DOCUMENTS. The Letter of Intent will be issued by the MBMC to the shortlisted concessionaire, inviting his acceptance. On receipt of the acceptance, the shortlisted concessionaire, MBMC will further issue of LoA for entering into a concessionaire agreement with authority, MBMC.

vii. selected concessionaire in the form provided by the MBMC as a part of the Bidding Documents pursuant hereto (Volume II of the TENDER DOCUMENTS).

viii. Please note that MBMC reserves the right to accept or reject all or any of the bids without assigning any reason whatsoever or cancel the tender/TENDER DOCUMENTS process by posting the same on the web.

Deputy commissioner (SWM)
Mira-Bhayandar Municipal Corporation

Instruction to Bidders for E-tendering Process

Wherever applicable in the tender/TENDER DOCUMENTS document, the enduring process shall be replaced with “E-tendering **process**” / instructions, as mentioned below.

- a.** For participating in the above e-tendering process, the applicant / prospective bidder shall have to get themselves registered with <https://maharashtra.etenders.in> and get user-id and password. Class-3 digital signature is mandatory to participate in the e- tendering. The bidder shall have to be registered with <https://maharashtra.etenders.in> and get user-ID and password for the electronic purchase of TENDER DOCUMENTS document from MBMC as specified in the TENDER DOCUMENTS document by paying the requisite payment as per the mode specified. For any clarification/ difficulty regarding e-tendering process Bidders shall contact helpdesk on the phone numbers mentioned on the website.
- b.** For selecting the Selected Bidder to undertake the above Project, The MBMC has adopted a two Stage System.
- c.** The first Stage (the "Technical Qualification Stage") and second Round is (the "Financial Bid Stage") comprising the Technical and Financial Proposal. In the Technical Qualification Stage, Bidders would be required to furnish the information specified in the TENDER DOCUMENTS. Only those Bidders who will be qualified as per the Technical Qualification Stage will stand short-listed by MBMC and shall be eligible for opening their Financial Proposal in the Bid Stage for the Project.
- d.** The Tender Documents can be downloaded from [https:// maharashtra.etenders.in](https://maharashtra.etenders.in)
- e.** Purchase of online Tender Document /Bid Security for Tender shall be submitted strictly through online mode (E-Payment only). Bidders are advised to open bank account with core banking solution branches (with NEFT/RTGS Facility).
- f.** Bid documents consisting of qualification information and eligibility criterion of Bidders, plans, specifications, drawings and the set of terms & condition of the contract to be complied with by the Contractor can be seen on website <https://www.mahatenders.gov.in> and scanned copies of the required documents and information as per this Bid Document should be attached in the Technical Bid as prescribed in this TENDER DOCUMENTS.
- g.** Mira Bhayandar Municipal Corporation will not be responsible for delay in online submission of bid due to any reason. For this, Bidders are advised to upload their complete Bid well advance in time so as to avoid 11th hour issues like slow speed, pending transaction, choking of website due to heavy load or any other unforeseen Problems
- h.** The web site also has user manuals with detailed guidelines on enrolment and participation in the online bidding process. The user manuals can be downloaded for ready reference from.

- i. The Submission of Proposal / Tender Document shall be carried out strictly online through website <https://maharashtra.etenders.in> for any online tendering process help bidders shall contact support team.
- j. The Bidder shall prepare and submit its Technical Proposal on e-tender portal only.
- k. Bidders are required to submit duly filled TENDER document (**Technical bid in envelop No. 1 and Financial bid in envelop No. 2**) in accordance with the guidelines set forth in this TENDER DOCUMENTS” and as mentioned on website. In order to enable the Bidders to prepare Proposal in a consistent manner and to minimize misunderstandings regarding how Bidders’ Proposals will be interpreted by MBMC, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in TENDER DOCUMENTS.
- l. The Bidder is required to understand the waste characterization/SWM analysis before the submission of Technical and Financial Proposal.
- m. For any further queries or clarification bidder may contact on: dmc2@mbmc.gov.in

INTRODUCTION

1. Background of the Project

Solid Waste Management (SWM) has been placed as one of the priority components. The project intends to create a socially, economically and environmentally viable solid waste management system to develop an environmentally and aesthetically sound SWM project in city of Mira Bhayandar Municipal Corporation. It also intended to have a positive impact on the socio-economic condition of all people who are directly or indirectly associated with the project.

The Mira Bhayandar Municipal Corporation has taken a steps for disposing off legacy waste from Uttan dump in accordance with solid waste management rules 2016 In compliance to this the MBMC has prepared an action plan.

In light of the above, MBMC has prepared this Request for Proposal for “Reclamation of Land by Scientifically Processing the MBMC’s Existing Legacy Waste 909630 MTon from Dumpsite through the Process of Bioremediation / Biomining.” to reclaim the complete existing dumping site, **The duration of the Agreement will be for 18 months excluding monsoon season. Out of which initial 1 month will be for getting approval from authorities, erection of machineries for the facility, and balance 18 months will be for operations of biomining and remediation.**

The Uttan landfill site is located about 09 km from the Bhayandar (west) Head office and accumulated legacy waste. The total area of Uttan site is with accumulation of legacy waste over a period. Mira Bhayandar Municipal Corporation has estimated that around 909630 MTon of Municipal Solid Waste (MSW) is dumped at Uttan. Mira Bhayandar Municipal Corporation proposes to excavate the compacted MSW by using suitable mechanical sieving, separating machines or any other equipment, retrieving compostable material, recyclable material by segregating, sorting, storing and selling. MBMC intends to reclaim 100% of the total dumpsite area.

1.1 : Brief description of bidding process

1.2.1 For selecting the concessionaire to undertake the above project, MBMC has adopted Two-stage bidding process,

1. Envelop No. 1 (Technical Bid)

2. Envelop No. 2 (Financial Bid)

The bidders who satisfy the criteria in Technical Bid submitted in envelop No. 1 will only be shortlisted for opening of their envelop No. 2 of Financial Bid.

The Bid Security should be submitted along with the proposal and in the manner prescribed hereinafter.

All Bidders are required to submit their Proposal complete in all respects in accordance with the instructions set forth in this TENDER DOCUMENTS. In order to enable the Bidders to prepare

Proposal in a consistent manner and to minimize misunderstandings regarding how bidders' proposals will be interpreted by MBMC, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this TENDER DOCUMENTS.

1.22. The evaluation of the Proposals would be carried out based on Technical & Financial Parameters. The evaluation of the Technical and Financial Proposal shall be based on criteria mentioned in this TENDER DOCUMENTS.

1.23. It is compulsory that every Bidder who submits its proposal must visit Uttan Dumpsite and ascertain for themselves the location, surroundings, accessibility any other matter considered relevant by them including the status/ composition of waste. The Bidders, at their own expenses should ascertain the characterization and quantification of the waste.

The Bidder should follow the Solid Waste Management Rules, 2016. The Bidder shall ensure that, not more than 20% waste should go for disposal as inert. The bidder can install higher specification Screening Machines or add additional equipment's then the proposed specification & Equipment's as specified in Clause-10 in order to get quality segregation fractions and to process maximum quantity of waste. However, no extra payment shall be made for this.

1.24. The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, Compost, soil conditioner (bio soil), raw RDF, C&D, Soil or any other by-product materials shall go to the bidder account. However, before selling the recovered material the Contractor, at its own cost, will conduct a lab testing of such materials from an NABL accredited lab, for the parameters as recommended by the Engineer-in-charge or applicable rules/guidelines, and submit the report of the same to the DMC Health (SWM).

1.25. The bidder shall be responsible for the sale, marketing & transportation of Refused Derived Fuel (RDF) from the project site to the Cement Plants, Waste to Energy Plants, Thermal Plants & other suitable industries. An agreement will be made among Cement Plants/ Waste to Energy Plants/ Thermal Plants/& other suitable industries and the Concessionaire with regard to forward sale of RDF. The Successful Bidder/Concessionaire shall provide copy of the RDF disposal mechanisms agreement to MBMC before signing of Concession Agreement.

1.26. MBMC will evaluate the technical bids, followed by opening the financial bids of technically qualified bidders. MBMC will shortlist the bidders who quote the least price least price (L1) for the "Cost Of Bio-mining And Reclamation Of Land Including Disposal Of The Segregated Material Out Of The Waste Processing Facilities Of MBMC In Rs.Per Metric Ton" Be Declared As The Selected Bidder (The "Selected Bidder").

1.27. The Letter of Intent (LoI) will be issued to the selected bidder and after receipt of consent from the bidder, Letter of Award (LoA) will be issued to the Concessionaire by MBMC for entering into a Concessionaire Agreement with MBMC (authority) and MBMC in the form provided by the MBMC as a part of the Bidding Documents pursuant hereto (Volume II of the TENDER DOCUMENTS).

Before signing the Concessionaire Agreement, the Successful Concessionaire shall provide copy of the RDF disposal mechanisms agreement to MBMC.

1.2.8. In this TENDER DOCUMENTS, the term “Selected Concessionaire” refers to the preferred Concessionaire selected by MBMC after evaluation of Proposals, short-listing of the Bidders and their acceptance submitted to MBMC in response to the LoI.

1.2.9. MBMC reserves the right to cancel the entire tender process without any obligation or liability to any of the Concessionaires, of any kind whatsoever.

1.2.10. A prospective Bidder having any comments or requiring clarifications concerning TENDER DOCUMENTS or the draft Agreement may notify MBMC in writing. Bidders should send in their comments in writing latest by the Last Date for Receiving Queries as given in the Schedule of Bidding Process. However, it is not binding for MBMC to accept any such comments.

1.2.11. The Bidders would ensure compliance of the applicable laws, rules, legislations and guidelines required to be met for the Project. Any default to the compliance requirements would be default on part of the Selected Concessionaire/ Concessionaire and could lead to termination of the agreements.

1.2.12. The confirmation and cross checking of the information related to Project shall be sole responsibility of the Bidders, and MBMC and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.

1.2.13. Within fifteen (10) days from the issue of LoA, the Selected Concessionaire would be required submit Performance Bank Guarantees of the amount equivalent to 7% of Contract Value in favor of Commissioner, Mira Bhayandar Municipal Corporation.

1.2.14. The Bank Guarantees shall remain valid and in custody of Mira Bhayandar Municipal Corporation till the period specified in Concession Agreement.

1.2.15. The Selected Concessionaire shall also be required to sign the Concession Agreement with Mira Bhayandar Municipal Corporation within fifteen (15) days from date of issue of LoA, in the form provided by the MBMC as a part of the Bidding Documents pursuant hereto (Volume II of the TENDER DOCUMENTS).

1.2 Key date/Schedule of Bid Process

The MBMC shall endeavor to adhere to the schedule mentioned in the TENDER DOCUMENTS.

1.3 Internal Performance Monitoring

The Concessionaire shall propose Internal Performance Monitoring mechanism for effectiveness in project implementation covering all areas of service delivery including efficient redressal of

complaints, and monitoring the performance of workforce etc.

1.5. Concession Period

The Concession Period for the Bio mining and Reclamation project shall be 18 months from the Commercial Operation Date excluding Monsoon season.

1.6 Signing of Concession Agreement

Concession Agreement shall be signed within 15 days from the issue of the LoA, between the Mira Bhayandar Municipal Corporation (Authority) and Concessionaire in the form provided by the MBMC as a part of the Bidding Documents pursuant hereto (Volume II of the TENDER DOCUMENTS). The Concession Agreement shall contain the detailed terms and conditions of the TENDER DOCUMENTS. In case where the selected Concessionaire requires additional time for signing of the Concession Agreement, such request should be conveyed to the MBMC in writing with reasons for such request for extension of time. MBMC shall grant extension of time for signing of the Concession Agreement if the Mira Bhayandar Municipal Corporation considers the request made by the Selected Concessionaire reasonable.

In case the selected Concessionaire fails to perform its obligation with respect to signing of the Concession Agreement within the time specified or any extension granted herein after the issuance of LoA, the LoA shall be cancelled, stand withdrawn/revoked and, the Bid Security/Performance Security, as the case may be, shall be forfeited without any prior intimation or whatsoever.

1.7. Permits & Clearances

Permits and clearance shall be obtained by MBMC as per Applicable Law which includes but not limited to The Environment Protection Act 1986, The Air (Prevention and Control) Pollution 1981 and Water (Prevention and Control) Pollution 1974 as amended from time to time.

The projects relating to Bio mining & reclamation which would be as per SWM Rules 2016/ Bio-mining (Legacy Waste) Guidelines 2019 and will require a number of clearances including but not limited to the following:

1. Consent to Establish and Consent to Operate from Maharashtra Pollution Control Board
2. Authorization from Maharashtra Pollution Control Board for capping.

MBMC shall be solely responsible in taking various statutory and non-statutory clearances for the Project from all concerned authorities. Although the selected Concessionaire shall reasonably assist the MBMC in preparing the documents required for the Project.

2. Scope of Work

Scope	Duration
Reclamation of Land by Scientifically Processing the Existing Legacy Waste on Dumpsite through the Process of Bioremediation / Bio mining at Uttan, including disposal of the segregated material out of the waste facility of MBMC.	18 months from COD Excluding Monsoon

2.1. The Scope of the project includes:

- a) Excavating the existing mixed compacted garbage which underwent biological degradation in the land portion allocated/earmarked by Authority, stabilizing and sieving them by Mechanical sieving machine or any other equipment's at the cost of the Concessionaire.
- b) The technology should be flexible enough to augment the capacity and accommodate environment friendly changes to be imposed by governing authority like MOEF&CC, CPCB, MPCB, National Green Tribunal (NGT) and other all regulatory agencies in future.
- c) Stabilization of the open land fill site.
- d) The bidder must submit the "tie up certificate" or an agreement with the Cement Industries or Waste to Energy companies regarding disposal of RDF segregated / obtained from bio mining of the tendered work.
- e) The bidder must submit the open land survey number, land NOC consent agency for filling bio soil in MBMC area / Outside of MBMC Area.
- f) Control of mal odor.
- g) Eco friendly and non-polluting process in order to reduce the impact of dumping site in the adjacent areas.
- h) Segregate the excavated garbage in the land portion earmarked, into as many kinds and categories as possible at the cost of the Concessionaire.
- i) Selling, diverting for recycling, marketing and recycling the excavated materials within FORTY FIVE DAYS of segregation, without any accumulation in the storage facility at the project site.
- j) Remediation of the waste and recovery of land under legacy waste will have utmost importance. Concessionaire will have to dispose the segregated waste out of the MBMC waste facility at its cost.
- k) The concessionaire will have to establish a weigh bridge of adequate capacity at the assigned place approved by MBMC at his own cost.
- l) The concessionaire shall submit the certificate of calibration of the weigh bridge obtained from the relevant Govt authority from time to time.
- m) The concessionaire shall Camouflage the boundaries of the required area pre- approved by MBMC.
- n) There shall be only two gates adjacent to each other, one for entry of vehicles and other for exit.
- o) No portion of the segregated waste shall be disposed in the "Waste Management Project Area" of MBMC.
- p) The segregated / processed waste shall be weighed on the weigh bridge before the vehicle exits from the premises.
- q) The payment for bio mining and disposal of waste will be recorded from the record of weighments at the weigh bridge only.

- r) The concessionaire shall arrange for Electric Power supply as per his requirement. MBMC will not provide any such facility. The payments of electricity consumed for the work will be the responsibility of the concessionaire
- s) The concessionaire shall have to provide sufficient lighting at the processing plant as well as at dumpsite, roads, weigh bridge, entry and exit gates everywhere.
- t) The concessionaire will have to maintain material wise data of weight of waste going out of plant area from exit gate
- u) The concessionaire shall get the “outgoing waste” passed from the MBMC field staff. Unless it is passed as scientifically processed / segregated waste by MBMC field staff, it will not be weighed on the weigh bridge and will not be allowed to go outside through exit gate.
- v) The concessionaire shall deploy the adequate security arrangement, including sufficient staff at entry and exit gates.
- w) Proper security cabins with computers recording data of weights of segregated material going out of premises shall be provided by the concessionaire at his cost.
- x) The concessionaire shall provide working CCTV cameras, recording visuals for 24 X 7. With the achieve arrangement for 18 Months.
- y) The concessionaire shall provide the SCADA of the processed / disposal of segregated waste to the computers of MBMC.
- z) The concessionaire shall provide the software of SCADA to MBMC and the ownership of it shall be in the name of MBMC.
- aa) Creation and maintenance of infrastructure, facilities and amenities at their risk and cost, for sieving, the excavated garbage, storing the segregated materials before selling/taking out them from the project site.
- bb) Construction of office room facilities for the Project will be at the cost of the Concessionaire
- aa) Arrangement for water supply, and drainage and at the cost of the Concessionaire.
- bb) Leveling the earth surface by bull-dozer or any other earth moving equipment provided by the Concessionaire.
- cc) Carrying out the entire project work in accordance with the Detailed Plan of Action submitted at the cost of the Concessionaire.
- dd) Deployment of necessary manpower, materials, equipment's, tools and construction of plants and sheds and creation of facilities for handling, separating, segregating, storing and weighing facilities for the operation of the plant and using only covered body vehicles for the transportation of materials taken out at the cost of the Concessionaire.
- ee) Create all facilities and make arrangements for controlling the emission, pollution and contamination of Environment including atmosphere, air, water and earth including control of dust and noise pollution at the cost of the Concessionaire.
- ff) Providing security arrangement for the plan project site, machineries, equipment etc. at the cost of the Concessionaire.
- gg) Carry out the work in accordance with the provisions of Municipal Solid Waste (Management & Handling) Rules, 2016, amended time to time and all environmental laws, Labor Law at the cost of the Concessionaire.

- hh) Completing the work within the Concession Period of 18 months.
- ii) **MBMC shall allow to carry out work in night shift, subject to condition that, concessionaire will arrange for CC TV arrangement, proper lighting everywhere and take care of MBMC field staff including all safety measures at all places.**
- kk) If concessionaire could not finish work in stipulated time period of 18 months excluding Monsoon, he is liable to give fine of 1% of contract value per month and no extension will be given without imposing fine Maximum upto 10% of contract value.

2.2. Scope of Work:

The entire project is conceptualized **on per Metric Ton Rate Model**. However, the MBMC and the concessionaire shall have the following role to play in the project.

2.2.1. Role of MBMC.

- a) The MBMC shall earmark the land to the Concessionaire (minimum available vacant) within one month on their furnishing Performance Security and execution of the Concession Agreement by the Concessionaire.
- b) Concessionaire shall procure the vehicles and machineries for Biomining process and transportation of legacy waste & segregated fractions
- c) The MBMC shall also designate and post an officer who shall be called as Project Engineer, not less than the rank of Assistant Engineer, for monitoring the implementation of the project. The Project Engineer, or his any of his subordinate officer authorized by him in that behalf, or any of the Officer superior to the Project Engineer shall have the right to inspect the project site and project facilities, at any time during project erection, construction, installation and operation period.
- d) The MBMC shall provide access to the land earmarked to the concessionaire for implementing the project.
- e) MBMC shall permit the Concessionaire to carry out the project till the conclusion of the Concession Period of 18 months unless otherwise the concessionaire is at default.
- f) 10% reject will allow to disposed of with landfill facility.

2.2.2. Role of the concessionaire.

- a) The Concessionaire shall execute and implement the project in accordance with the scope of the project.
- b) The Concessionaire shall carry out the Technical Survey (Total Station Survey), of complete project site including area earmarked in which Bio-mining is to be done as well as specifying the volumetric quantification before signing of agreement.
- c) The Concessionaire shall have no right or title or leasehold right on the land earmarked to them. The Land earmarked to the Concessionaire shall not be used for any other purpose other than for the project purpose.
- d) The Concessionaire is entitled to add more equipment and higher Specifications Biomining screens in order to improve the quality of segregated fractions for commercial viability.
- e) The Concessionaire shall be responsible for paying electricity consumption bill of Biomining

Plant as well as all the facilities in the camouflaged area.

f) The Concessionaire shall engage/appoint an officer for commissioning and operation and maintenance of the Project who shall be fully responsible for the implementation of the project.

g) The Concessionaire shall be responsible for deploying necessary manpower and carrying out operations and management of the facility including marketing of the processed waste. The technology used shall be in compliance with the MSW (Management and Handling) Rules 2016.

2.3. Sorting and Segregation

a. The Legacy waste shall be spread out in windrows for drying and bio-cultures shall be used in accordance to “CPCB Guidelines for Disposal of MSW Legacy Waste (Old Municipal Solid Waste)- February 2019.

b. The Concessionaire has to setup processing facilities as per the specification and to dispose of **909630 MT** existing Legacy MSW initially from the Uttan Dumpsite through scientific processing within **18 months excluding** monsoon season from the date of completion of Installation and Hot Commissioning of Machines in accordance with Solid Waste Management Rules 2016 (SWM Rules 2016) and other applicable rules & norms as amended from time to time.

c. The Concessionaire shall prepare a Reclamation and Remediation Plan within two weeks of award of the contract. Land reclamation will be done by dividing the site into a grid and undertaking work in a phased manner taking into consideration the concurrent activities at the Landfill site, site stability conditions and other parameters. The action plan shall be prepared in consultation with the Executive Engineer based on the priority of land reclamation”.

d. The Concessionaire shall undertake stabilization of the top layer as the first step towards the bio mining activity. Usually the top layer has fresh waste, dust and may have several materials in the active biological state. It is suggested that this layer is to be stabilized through application of Bio-Culture, herbal/biological sanitizers, inoculants or through any suitable scientific method as proposed by the contractor and accepted by the Executive Engineer.

e. The Concessionaire shall take necessary steps and processes that would bring in control of odour and leachate in there on.

f. The Concessionaire shall supply sorting system flexible enough and convenient for segregation of dumped material as per the technical specification mentioned in this TENDER DOCUMENTS.

g. The concessionaire should maximize the separation of recyclables viz. glass, metal etc. as well other components for generation of RDF from the dumpsite.

h. The Concessionaire should handle the pre-process and post process outputs as per SWM 2016 rules and should be responsible for managing the leachate produced at the proposed landfill site throughout the period of the project and should be in accordance to the MSW rules 2016.

i. The responsibility of the concessionaire includes providing adequate number of screening machines for achieving its target in tendered period.

- j. The concessionaire will be required to provide at site storage facility for various wastes processed.
- k. The Concessionaire will ensure separate means to remove hazardous waste.

2.4. Recovery of City Compost/enrich soil & RDF

- a. The Concessionaire should target to generate compost/enriched soil from the biodegradable component.
- b. The Concessionaire should ensure total stabilization of the waste dump so that it releases no offensive odour and generates no leachates, so as to have the composted material fit for application to farm land, soil erosion control and soil remediation.
- c. Authority will allow the Concessionaire to sell the good earth recovered during the processing to the builders/ public or dumping in low laying area with owner permission.
- d. MBMC will allow the concessionaire to sell the good earth recovered during the processing to the builders/ public, if so, required for using it in civil work. MBMC will pay the concessionaire at Rs. 38/-MT for the bio soil if MBMC finds it fit and requires it for their work.
- e. The concessionaire should take precaution of minimizing flies, rodents and bird menace and fire hazards.
- f. The Concessionaire should as in above section deal with pre-process output such as RDF, while recyclables be sold to appropriate vendors. The pre-process and post composting process rejects shall be handled as per SWM Rules, 2016.
- g. The Concessionaire should be solely responsible for Stacking, transporting, spreading and compacting the segregated C&D, Soil in accordance to the MSW rules 2016 and in compliance to the environmental laws prevalent in India.
- h. The Concessionaire should be solely responsible for the generated RDF. Baling, packing, stacking, storing and sale of non-recyclable fraction of high calorific as raw material to RDF producer/ user or sale to waste to energy or co-processing in cement plants or to thermal power plants. The concessionaire shall submit the RDF disposal mechanisms agreement to MBMC before signing of Concession Agreement.
- i. The revenue or the income from the sale of the segregated Useful Material such as reusable and recyclable, Compost, soil conditioner(bio soil), raw RDF, C&D, Soil or any other by- product materials shall go to the concessionaire account. However, before selling the recovered material the concessionaire, at its own cost, will conduct a lab testing of such materials from an NABL accredited lab, for the parameters as recommended by the Engineer- in-charge or applicable rules/guidelines, and submit the report of the same to the Authority Executive Engineer.
- j. The Concessionaire should Provide Bio Soil Disposal on its own cost.

2.5. Site Development and Facilities

- a. The concessionaire will have to obtain all legal permissions such as Consent to establish and consent to operate from MPCB. Similarly other obtaining all other legal permissions from Collector or

revenue department, RTO etc shall be in the scope of the concessionaire.

b. The Authority MBMC, shall handover the dumpsite with a license to the Concessionaire to implement the Project.

c. Initial land required for setting up processing plant and machineries shall be provided by MBMC.

d. If additional land is required for future expansion of the processing plant, operator can use the land that is recovered after processing the MSW with prior approval of MBMC.

e. The concessionaire should carry out necessary geo technical surveys for considering the Hydrological and flooding potential at sites, in order to mitigate any effect on the activities.

f. The site shall be fenced or hedged and provided with proper gate to monitor incoming vehicles or other modes of transportation.

g. Concessionaire should provide weighbridge to measure quantity of various components of waste at dumpsite is processed in terms of sorting and segregated materials, RDF, compost material, Concessionaire shall have to submit the calibration certificate of weighbridge from the authorized agencies acceptable to MBMC every year.

h. The Concessionaire shall also provide fire protection measures and safety equipment.

i. a) Construction of temporary site office, water, power, sanitation facilities and accommodation facilities of workers for the Project as per statutory standards at the cost of the Concessionaire.

b) Electrical connection required should be borne by the Concessionaire. The responsibility of the monthly electricity bills will be that of the Concessionaire, throughout the project period

c) Necessary drinking water connection will be allowed by the MBMC for the drinking purpose. The cost of laying of water line and monthly water bill will be borne by the Concessionaire. For the project work necessary water required should be made available by the Concessionaire at its own cost including the storage and fire safety requirement.

i. The Concessionaire shall provide lighting arrangements for easy operations during night hours and safety provisions including health inspections of workers at site shall be carried out.

j. Concessionaire shall set a soil and ground water baseline so that the same will be available to evaluate post Biomining and bioremediation/ reclamation of the site.

k. Concessionaire shall monitor ground water quality, work zone air quality and ambient air quality monitoring within the site from authorized laboratories/agencies and submit the report on monthly basis.

l. The concessionaire shall monitor and measure noise levels at the site and interface of the facility with plant boundary and surrounding area.

a. The city compost generated shall be sold through private companies or government departments

as stated above. In case, any compost is found to be unsalable, it shall be dumped in the low-lying within or outside the jurisdictional limits of Mira Bhayandar Municipal Corporation with the consent of owner. The sites identified for this purpose may be inspected by the prospective Bidders before submission of bids.

b. The Concessionaire will ensure separate means to remove hazardous waste, if any, as per Hazardous Waste (Management & Handling) Rules, 2016. Biomedical waste if existing inside the site and separately earmarked with discussion with MBMC. MBMC shall dispose of the same at MPCB's (Maharashtra Pollution Control Board) approved sites in accordance with Hazardous Waste (Management, Handling and Trans- boundary Movement) Rules, 2008 or amendments thereafter.

c. The Concessionaire will ensure separate means to remove C & D waste.

d. After segregation of compost, recyclable materials, C&D waste, bio-medical and hazardous waste, etc.

2.6. Operation and Maintenance of Infrastructure and Equipment

The Concessionaire shall be responsible for construction, operation of site, maintenance of transportation Tippers, mechanical lifting arrangements to transfer the by-products into trucks, parking facilities, weighbridge, CCTV, Backhoe loader & Excavators. The Concessionaire should maintain the facility, its own machinery in order to operate for the Concession Period.

Management of the project and methodology required to be adopted for handling existing solid waste at Uttan shall include the following: -

a. The Concessionaire should ensure regulated and continuous removal of waste from dump site with utmost safety and under standard hygienic conditions.

b. The waste removed from the dump sites is to be safely transferred to the treatment facility erected at the site. The Concessionaire will prepare a layout clearly showing the area required for treatment of the garbage along with allied activities.

c. The treatment plant should be provided with necessary infrastructure like security and access control/s, camera monitoring and recording features etc. by the Concessionaire.

d. A separate first aid facility will be provided at the treatment plant within 100 mts. of the treatment facility.

e. The hardware and technology adopted may include but not limited to the following:

i. Size reduction machineries

ii. Magnetic separator for ferrous metals & scraps

iii. Size reduction and screening

iv. Effective segregation of non-biodegradables mass like plastics, inert material (construction /demolition waste), etc.

v. Collection of biodegradable and organic matter followed by scientific processing

- vi. Transfer and disposal of metal scrap and other recyclable mass like glass and plastics to primary producer industry either directly or through approved vendors / Concessionaires
- vii. By-products from such processing like recyclables, RDF will be the property of the Concessionaire
- viii. The Concessionaire has to ensure that the aggregates that are segregated will be cleared from the dumpsite within 20 days from the date of segregation of the same.
- ix. Deploying of all requisite inputs viz., MSW collection & handling equipment, Excavators and Tippers, Backhoe Loader, etc. will be provided by MBMC against indemnity bond as per Annexure-XI.
- x. The Concessionaire will ensure that the land will be cleared.
- xi. The plan proposed should be comprehensive in terms of providing a source to end solution.
- f. Provision for Building Ancillary Facilities.

In case Concessionaires are required to set up ancillary facilities at site like Fuel storage, DG set etc., However, the necessary permissions required are to be obtained by Concessionaire at his own cost.

g. Mobilization /Construction Period and Commencement of Project.

Construction and erection of the plant, shed and creation of other allied facilities should be completed within **1 month** from the date of signing of Concession Agreement. This will include the mobilization period and time period required for getting necessary statutory clearances/permissions. After completion of construction, erection of the plant and receipt of vehicles as per clause 6.4 from MBMC, operation of the plant shall commence which will be considered as Commercial Operation Date (COD) of the project.

h. Weighment System.

The Concessionaire should be setup a new weighbridge, as approved by concern authority for measurement of MSW to be processed. This weighment system should meet following conditions: -

- i. It should be fully online electronic, automatic system equipped with the latest technology along with backup server facility. Data of weighment system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by MBMC officials and competent authorities
- ii. It should be operated in CCTV surveillance with data storage of entire contract period. For CCTV surveillance, High Definition IP based cameras in adequate numbers (as directed by MBMC) shall be provided by the Concessionaire
- iii. CCTV Recordings of operation of weighment system shall be provided as and when required by MBMC officials and competent authorities
- iv. All the data acquisition of weighment system comprising weighment of MSW to be processed shall be done online on website in public domain in view of the transparency of project operations. Dedicated connectivity for both MBMC users and citizens shall be provided by the Concessionaire.
- v. Any malfunctioning in operation of weighment system will be the responsibility of Concessionaire
- vi. In case any malfunction/technical problem in the functioning of weighment system, the same shall be rectified by the concessionaire within period of 48 hrs. During this period of failure, weighing

of MSW shall be carried out at private weighbridge located outside which should be approved by Concern Authority at Concessionaires cost and no additional charges will be paid by MBMC.

i. VEHICLE MANAGEMENT SYSTEM

“The vehicles at the facility (weather concessionaires own or used by the concessionaires shall be GIS monitored, facility equipped with CCTV surveillance system having at least 4MP IR capability, not only at the gate (In/ out) but on the weighbridge, waste tipping points and at dumpsite. Thus, live status of every vehicle is recorded and being watched on SCADA system placed in the Control Room. Beside that the Vehicles log books are maintained for its hourly operation, maintenance and movement outside the periphery for transportation of the processed waste bye- products, be that is RDF/ SCF, good earth, inert or scrap. The IT enabled system will generate MIS reports as required by the client for environmental and operational audit purpose.

2.7. Awareness& Extension Activities.

- a. The Concessionaire shall device appropriate measures in consultation with expert institutions for Biomining & reclamation and for sale of recycle products in the best possible manner.
- b. The Concessionaire can keep a track of the progress of its activities and establish a database and update on a regular basis in-order to optimize its activities.
- c. The Concessionaire can coordinate with the Mira Bhayndar Municipal Corporation for successful engagement of this concession.

2.8. Dumping of Fresh MSW.

2.8.1. The Project site shall continue to receive fresh waste, to be catered along with the legacy waste, till MBMC finds alternate management/processing options for such waste reaching the dumpsite on daily basis. MBMC shall demarcate specific area for dumping of fresh waste.

2.8.2. All fresh MSW will be dumped in the Uttan site only at designated locations based on discussions and plan layout discussed between the Concessionaire and MBMC. Concessionaire will not be forced to process fresh waste as and when it is dumped.

2.9. Completion and Exit.

At the end of the project, Concessionaire must Handover the Processing Site to MBMC.

2.10. Project Monitoring committee (PMC)

The Authority shall within 15 (fifteen) days from the Effective Date, constitute a PMC comprising of 3 officer(s)/ engineer(s)/ expert person(s) from the relevant field. PMC shall on behalf of the Authority monitor, supervise, and review Concessionaire's performance of various activities as a part of the scope of work of this Project and to ensure that such activities are being performed by the

Concessionaire in accordance with Applicable Laws, Applicable Permits, Good Industry Practice and terms of this Agreement. PMC shall prepare periodic Inspection Reports in respect of inspections undertaken by it duly noting any defects or deficiencies observed during inspections and the remedial measures suggested to the Concessionaire along with the timeline(s)/ cure period allocated for remedying the same. The copies of such Inspection Report shall be sent to the Concessionaire, MBMC. The Concessionaire shall ensure that it cures all the defects and remove the deficiencies within the cure period specified herein this Agreement for such default or defect and where no specific cure period is specified then within such period as allowed to the Concessionaire keeping in view the nature of the defect/ deficiency/ default.”

3. Instructions to the Bidders

3.1. General

3.1.1. General Terms of Bidding

- a. Bidder shall carefully study the TENDER DOCUMENTS document and fully acquaint himself of all the terms and conditions. If the bidder finds discrepancies or omissions in the documents or has any doubt, he may seek clarification by submission of his observations at least 7 days prior to bid due date.
- b. The bidder is advised to study carefully the City specific information i.e. climatic conditions, geographical terrains and other limitations likely to impact in execution of the Concession Agreement.
- c. Bidder is expected to study carefully the TENDER DOCUMENTS. Failure to furnish any information as required in the tender document or submission of incomplete Bid may result in rejection of the bid.
- d. At any time prior to the deadline for submission of Bids, the MBMC may, for any reason, whether at his own initiative or in response to clarification requested by prospective bidder modify the TENDER DOCUMENTS. In order to give prospective bidders reasonable time for preparing their Bids after the issue of addenda if any, the MBMC at his discretion extend the deadline for the submission of Bids.
- e. The Bid shall be submitted in English language only and all the correspondence and documents relating to the Bid shall be written in English language. Supporting documents and printed literature may be furnished by the Bidder with his Bid in another language provided an appropriate translation of the same into English language kept with the Bid document. The failure to comply with this condition may cause rejection of the Bid. For the purpose of interpretation of the bid, the text in the English language shall prevail.
- f. No conditional Bid shall be accepted.
- g. All monetary transactions related to payments during the Concession period shall be made only in Indian Rupees.

- h. If the Bid is to be submitted by a Public or Private Ltd company or Trust, Society or Partnership Firms, it shall be signed by a duly authorized person holding the authorization letter/Power of Attorney for signing the Bid. A certified copy of the Power of Attorney/Authorization letter shall accompany the Bid.
- i. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures.
- j. To facilitate the evaluation on Bid, the MBMC may ask bidders individually for clarification of their Bids including breakdown of unit rates/prices. The request for clarification and the response to the same shall be in writing. No change in the Bid prices or their sub component shall be sought, offered or permitted.
- k. MBMC reserves the right to reject any or all of the Bids, without assigning any reason whatsoever and their decision shall be final and binding. No Bidder shall stake any claim arising out of such rejection.
- l. Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and submission. Where there is a discrepancy between amount in figures and in words, the latter shall be taken into consideration.
- m. A panel of agency will be empanelled considering the rate of L1 bidder or the rates of successful bidder whichever is lower.**
- n. The allotment of work to the empanelled agency is the sole responsibility of municipal Corporation. The municipal corporation Executive Engineer and sanitary inspector will give the demarcation**
- o. No joint venture is allowed. The bid with the joint venture with other agencies will not be allowed.**
- p. The Bid document shall be neatly typed and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the Bidder. He shall sign all pages of the tender document and initial all corrections made therein.
- q. Incomplete Bids or Bids not fulfilling any of the conditions specified above are liable to be rejected without assigning any reason whatsoever.
- r. Bidder is advised to give complete information regarding his proposals, substantiating the same with calculations, drawings literature, with clear reference to any standards adopted (which are not mentioned in the Bid documents), in such manner that there is no ambiguity, or nothing is left to chance. All relevant information, so as to make the proposal understandable shall be given. Vague remarks and remarks like "will be given later" are not acceptable. If in the opinion of the MBMC, the proposal is grossly incomplete, this will form sufficient reason for complete rejection of the Bid on technical grounds.

3.1.2. Cost of the Bidding

The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The MBMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.1.3. Site Visit and Verification of Information

- a. It is desirable that each Bidder submits its application after inspecting the sites; and ascertaining the location, surroundings, access, transport, right of way or any other matter considered relevant by it.
- b. Site visit may be facilitated by the Concessioner.
- c. The Bidder is required to understand the waste characterization/SWM analysis before the submission of Technical and Financial Proposal.

3.1.4. Conflict of Interest Clause

A Bidder shall not have a conflict of interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

3.1.5. Assumption on submission of the Bid

It would be deemed that by submitting the Bid, Bidder has:

- a. Made a complete and careful examination/study of TENDER DOCUMENTS document,
- b. Satisfied himself about all matters, things and information in relation to this TENDER DOCUMENTS necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under,
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the TENDER DOCUMENTS Documents or furnished by or on behalf of the MBMC in relation to the TENDER DOCUMENTS,
- d. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in this TENDER DOCUMENTS hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the MBMC or a ground for Termination of the Concession Agreement,
- e. Agreed to be bound by the undertakings given by him under and in terms hereof, and
- f. Acknowledged that and agreed that MBMC or relating to TENDER DOCUMENTS, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the MBMC.

3.1.6. Verification and Disqualification

MBMC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the TENDER DOCUMENTS or the Bidding Documents and the Bidder shall, when so required by MBMC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the MBMC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the MBMC.

MBMC reserves the right to reject any Bid and appropriate the Bid Security if:

- a. At any time, a material misrepresentation is made by a bidder
- b. The bidder does not provide, within the time specified by the MBMC, the supplemental information sought by the MBMC for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Financial Bids have been opened and the lowest Bidder gets disqualified / rejected, then the MBMC reserves the right to;
 - i. Take any such measure as may be deemed fit in the sole discretion of the MBMC, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession thereby granted by the MBMC, that one or more of the pre- qualification conditions have not been met by the Bidder, or the Bidder/ Concessionaire has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOA or entering into of the Concession Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this TENDER DOCUMENTS, be liable to be terminated, by a communication in writing by the MBMC to the Selected Bidder or the Concessionaire, as the case may be, without the MBMC being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, MBMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Mira Bhayandar Municipal Corporation under the Bidding Documents and/or the Concession Agreement, or otherwise.

3.2 Documents

3.2.1 Contents of TENDER DOCUMENTS

This TENDER DOCUMENTS comprises the contents as listed below:

- 1. Introduction
- 2. Scope of Work
- 3. Instructions to the Bidders

4. Evaluation of Bids
5. Time Frame for Execution of Work
6. Special Conditions
7. Instructions to the Concessionaire
8. Fraud and Corrupt Practices
9. Miscellaneous
10. Annexure(s)

3.2.2. Careful study of TENDER DOCUMENTS

The Bidders are advised to examine and study the TENDER DOCUMENTS in great detail, and to carry out, at their own cost, such studies as may be required for submitting their respective Bids for the Project.

3.2.3 Clarifications

- a. Bidders requiring any clarification on the TENDER DOCUMENTS may notify the MBMC in writing at the following address:-

DMC

Mira Bhayandar Municipal Corporation, Chatrapati Shivaji Maharaj Marg, Bhayandar (W)
Bhayandar. 401 101

E-mail: dmc4@mbmc.gov.in

The bidder should send their queries before the stipulated date in the following format:

SR. No.	TENDER DOCUMENTS Document Reference	TENDER DOCUMENTS Statement requiring Clarification	Clarification Sought	Remarks
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- b. Copies of MBMC response, including a description of the clarification sought, will be uploaded online without naming the party which has sought clarification. No verbal response by MBMC will in any way be binding to MBMC with respect to this TENDER DOCUMENTS. MBMC is not bound to reply any clarifications.
- c. No liability whatsoever will be admitted by MBMC, nor will any claim be entertained, with respect to errors or ambiguities contained in the TENDER DOCUMENTS, which the Bidder may request MBMC to rectify.
- d. MBMC may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Concessionaires. All clarifications and interpretations issued by MBMC shall be deemed to be part of the TENDER DOCUMENTS and shall be complied with by the Bidders. Verbal clarifications and information given by MBMC or its employees or representatives shall not in any way or manner be binding on the MBMC.

3.2.4. Pre-Bid Meeting

The pre-bid meeting will be held on Date-01/10/2024 @.12.00 PM in the presence of bidders who wish to attend in the office of the Commissioner MBMC Bhayandar.

3.2.5. Amendment of TENDER DOCUMENTS

At any time prior to the deadline for submission of Bid, MBMC, for any reason, whether at its own initiative or in response to clarifications requested by any concessionaire modify the TENDER DOCUMENTS Document by the issuance of an Addendum, and if required to adhere to the addendum or replies to clarifications, the bid submission date will be extended.

3.3. Preparation and Submission of Bids

3.3.1 Format and Signing of Bid

a. The Bidder shall provide all the information in the format given in this TENDER DOCUMENTS. MBMC would evaluate only those Bids that are received in time and in the required format, complete in all respects in accordance with this TENDER DOCUMENTS.

b. All the corrections and alterations made to the Bid shall be initialed by the person(s) signing the Bid. Any non-adherence of these instructions shall make the Bid liable to rejection. No correction, erasures or overwriting shall be permissible in the Financial Bid.

3.3.2. Document Fee

TENDER DOCUMENTS Document Fee has to be paid online through payment gateway during the "Downloading of TENDER DOCUMENTS" The cost of the bidding documents (non-refunded) plus shall be paid online through Net Banking/NEFT/RTGs.

3.3.3. Bid Due Date

- a. Bids should be submitted before the time and date mentioned online given in the schedule of bidding in the manner and form as detailed in this TENDER DOCUMENTS.

MBMC may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Concessionaires.

3.3.4. Late Bids

Bids received by MBMC after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

3.3.5. Contents of Bid

The Bid shall be submitted as under:

Envelope A – Technical Bid:

The Technical Proposal shall comprise of the following:

SR. NO.	ITEM	COPY ATTACHED
1	Form Fee Receipt (Online Form fee Receipt - Scan Copy) (Rs.28500 +18% GST)	Attached Scan Copy
2	Earnest Money Deposit Receipt (1% Online Earnest Money Deposit Receipt on Estimate Cost (Scan Copy))	Attached Scan Copy
3	GST Registration Certificate. (GST Registration Certificate (Scan Copy))	Attached Self Certified Copy
4	Scan Copy Of PAN Registration Certificate. (In case of company/partnership submitting the tender, it is mandatory to have PAN card in the name of the concerned company/partnership. In case of Proprietary works, PAN card in the name of the proprietor.)	Attached Self Certified Copy
5	Scan copy of Company/ Firm/ Proprietary Firm registration certificate from competent Authority.	Attached Self Certified Copy
5	Scan Copy Of Valid updated Labor License certificate from authority.	Attached Scan Copy
6	Scan Copy Of E.P.F. Registration Certificate.	Attached Scan Copy
7	Scan Copy Of ESIC Registration Certificate	Attached Scan Copy
8	Scan Copy Of Profession Tax (PT) Registration Certificate	Attached Scan Copy
9	Net Worth should be positive. (Annexure VI).	Attached C.A. Certified Copy
10	Maximum Turnover of Bidder in last 05 years - It should be minimum upto 75% of the annual amount of the cost of due contract (Annual Cost = Total Cost of Work) / (Period of work in years.)	Scan Copy (C.A. Certified copy of last 5 year annual turnover.) (In Year of 2019-20, 2020-21, 2021-22, 2022-23,2023-24)
11	Following works experience in Govt. / Semi Govt. organization / Urban Local Body. (The minimum cost of the work of similar nature and value completed by the contractors in the last 5 years) Three similar completed works, of which work wise costing should not be less than the amount equal to 40% of the estimated cost. In same work following work should be done by bidder. OR Two similar completed works, of which work wise costing should not be less than the amount equal to 50% of the estimated cost. In same work following work should be done by bidder. OR One similar completed work costing should not be less than the amount equal to 80% of the estimated cost. In same work following work should be done by bidder. Note: Similar nature of work means any completed/on going work related to scientific bio remediation –Bio-mining reclamation/ scientific closure of the legacy waste site.	Attached Work Completion Certificate of competent authority.
12	.Agency should have experience of processing minimum 2 lakh MT (Legacy waste) Bio mining from any single work. & cumulative 60000	Attached Work Completion Certificate of competent

	MT RDF disposal to any Cement industry, waste to energy plant.	authority.
13	MBMC has allotted place for the plant hence site visit and acceptance of the plot is important and MBMC will not do any expenses hence agency should attached self certified Geo-tag report of the site visit. (Annexure XI).	Attached Scan Copy
14	Any Joint Venture company is not allowed to fill tender form and that has to be certified on his company's letter head.	Attached Scan Copy
15	Power of attorney for signing tender document (if applicable) for any company or firm should be registered. (Annexure II).	Attached Scan Copy
16	Undertaking of tender affidavit on (RS.500/-) Stamp paper which includes that the bidder have provided true information of his company.	Attached Scan Copy
17	Scan Copy Of the Affidavit Company/Firm/Proprietary Firm is not Black Listed From Government Department/ Municipal Corporation/Municipal Council on Rs.100 Stamp paper.	Attached Scan Copy
18	Letter of Bid submission duly signed by the authorized representative of the Bidder (Annexure I)	Attached Scan Copy
20	Anti-Collusion Certificate (ANNEXURE III).	Attached Scan Copy
21	Concessionaire Details as per the format specified in (Annexure IV).	Attached Scan Copy
22	Information regarding Litigation to be submitted.	Attached Scan Copy
23	Write-up on the Methodology/ Technology Plan for Bio-mining & reclamation of dump site, proposed to be adopted by the concessionaire. Action plan for reuse/utilization of processed bi-products also needs to be provided by the Bidder. The work plan will include details of Key Personal to be deployed for the Project (Annexure VII)	Attached Scan Copy
24	Affidavit as per the formats specified in (Annexure – IX)	Attached Scan Copy
25	The bidder must submit the “tie up certificate” or an agreement with the Cement Industries or Waste to Energy companies regarding disposal of RDF segregated / obtained from bio mining of the tendered work.	Attached Scan Copy
26	The bidder must submit the open land survey number, land NOC consent agency for filling bio soil in MBMC area / Outside of MBMC Area.	Attached Scan Copy

Any Bid not containing any of the above documents/ incomplete information in the above documents shall be liable to be rejected.

Envelope B – Financial Bid

The Financial Bid shall be submitted ONLY ONLINE as per Annexure XI as given in the TENDER DOCUMENTS.

3.3.6. Modification/Substitution/Withdrawal of Bids

- a. The Bidder, before the Bid Due Date, can withdraw its Bids after submission, before the Bid Due Date and time. No Bid shall be modified or substituted or withdrawn by the Bidder after the Bid Due Date.
- b. Any correspondence after the Bid Due Date conveying any modifications of Bid or stipulating any conditions for acceptance of the Bids by Bidder shall be summarily rejected. In such a case, the Bidder's original Bid will be considered ignoring any such correspondence or modification.

3.3.7. Rejection of Bids

- a. Notwithstanding anything contained in this TENDER DOCUMENTS, MBMC reserves the right to accept or reject any Proposal and to annul the Bidding Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons whatsoever.
- b. MBMC reserves the right to reject any Proposal, if:
 - i. At any time, a material misrepresentation is made or uncovered, or
 - ii. Such misrepresentation/improper response would lead to the disqualification of the Bidder. or
 - iii. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

3.3.8. Validity of Bids

- a. The Bid submitted by a Bidder shall be valid for minimum period of 180 (one hundred eighty) days from the Bid Due Date. No conditional validity in whatsoever form shall be accepted by MBMC.
- b. No Bidder shall submit more than one Bid for the Project.

3.3.9. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the MBMC in relation to or matters arising out of or concerning the Bidding Process. MBMC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. MBMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or MBMC or as may be required by law or in connection with any legal process.

3.3.10. Correspondence with the Bidder

Except as provided in this TENDER DOCUMENTS, MBMC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

3.4. Bid Security

3.4.1. Bid Security

- a. Proposal submitted in response to the TENDER DOCUMENTS Document shall be accompanied with Bid Security (EMD) of Rs.40,66,000 (Rupees Fourty Lakh Sixty six Thousand only) in the form of Online Payment through Net Banking/NEFT/RTG at portal www.mahatenders.gov.in. OR in the form of a bank guarantee issued by a Nationalized / Scheduled Bank in India, in favor of the “Commissioner, Mira Bhayandar Municipal Corporation” in the format set forth

in Annexure XI (the “Bank Guarantee”) and having a validity period of not less than 180 (one hundred and eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized/ scheduled bank in India is required. For the avoidance of doubt, “Scheduled Bank” shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

- b. EMD exemption is not allowed and EMD must be deposited by the bidders, even if the bidder is MSME etc., either through Net Banking/NEFT/RTG at portal www.mahatenders.gov.in. OR in the form of a Bank Guarantee issued by a Nationalized / Scheduled Bank in India, in favor of the “Commissioner, Mira Bhayander Municipal Corporation in the format set forth in Annexure XI of the TENDER DOCUMENTS. Without proof of depositing EMD, bid will be consider as rejected.
- c. The Bid Security of those Bidders who are not shortlisted after evaluation of both Technical and Financial Proposals, will be returned by MBMC without any interest, within 1 (one) month of submission of Performance Security by the Selected Concessionaire or when the Bidding process is annulled by MBMC.
- d. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Concession Agreement and providing the Performance Security in accordance with the provisions of the Concession Agreement.
- e. In addition to the above, MBMC along-with intimation of cancellation of the process, will within 30 days release all Bid Securities in the event MBMC to terminate the bidding proceedings or abandon the Project.

3.4.2. Forfeiture of Bid Security Deposit

- a. The Bid Security shall be forfeited if the Selected Bidder does not deposit Performance Security within the stipulated time period.
- b. If the Selected Bidder fails to execute the Concession Agreement within 30 days (Thirty days) from time period specified in the LoA or by MBMC, in this case, Bid Security deposit will be forfeited and LoA will be cancelled. Notwithstanding any such action will not limit the right of MBMC to seek further remedy or to take further action against the Selected Bidder.
- c. When Selected Bidder withdraws its Bid before signing of the Concession Agreement.
- d. If the Bidder has concealed material facts about the Bid.
- e. If the Bidder submits a non-responsive Bid.
- f. If the Bidder withdraws its Bid during the period of its validity as specified in this TENDER DOCUMENTS.

g. If the Bidder is found to have a Conflict of Interest as specified in the TENDER DOCUMENTS.

h. If the Selected Bidder is found to be in contravention of any of the provisions of this TENDER DOCUMENTS document.

3.4.3. Performance Guarantee

a. For processing facility PG

Concessionaire within 7 days of issue of LOA has to furnish 5% (Five Percent) of the total cost quoted for Processing Facility as a Performance Security / contract deposit to the MBMC for due fulfillment of Contract which will remain with the Authority till the issue of “COMPLETION CERTIFICATE FOR PROCESSING FACILITY” as defined in the Concession Agreement (Volume II of the TENDER DOCUMENTS). Performance Security will be accepted by way of a Bank Guarantee and it shall be issued either (a) at the Tenderer’s option, by a Nationalized / Scheduled Indian Bank or (b) a foreign bank located in India and acceptable to the Employer. The Bank Guarantee submitted by the Contractor shall be in favor of “Commissioner, Mira Bhayandar Municipal Corporation” The Performance Security shall be kept valid for 60 days after expiry of timeline prescribed for supply, installation and hot Commissioning of the Processing Facility unless the said time period is extended by the Authority/ MBMC in accordance with the terms of this Agreement.

Total Security Deposit	5%
initial in the form of FDR or BG	3%
from every RA bills deducted security deposit	2%

b. Reclamation and remediation works PG:

Selected Concessionaire has to furnish 5% (Five Percent) of the cost of work as per Table: 1 below on date of COD as RECLAMATION AND REMEDIATION WORKS Performance Security / contract deposit to the Authority for due fulfillment of contract on the date of COD. Performance Security will be accepted by way of a Bank Guarantee and it shall be issued either (a) at the Tenderer’s option, by a Nationalized / Scheduled Indian Bank or (b) a foreign bank located in India. This BG will be released after issue of COMPLETION CERTIFICATE FOR RECLAMATION AND REMEDIATION WORKS” as per clause 3.13 (B) of said Quantity and 90 days after handover provision as GCC clause 3.20 unless the said time period is extended by the Authority / MBMC in accordance with the terms of this Agreement. The Bank Guarantee submitted by the Contractor shall be in favour Commissioner of, Mira Bhayandar Municipal Corporation,, payable at Bhayandar.

c. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized/ scheduled bank in India is required. For the avoidance of doubt, “Scheduled Bank” shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act,1934.

- d. The Concessionaire has to provide a Bank Guarantee as a Performance Security in order to implement the Reclamation and Remediation works activity on a continual basis. In case, the Concessionaire failed to provide any continuing Performance Security, as described above, before the expiry of the previous Performance Security, then Performance Security of the Concessionaire shall be forfeit and Project shall be terminated. The performance of the Project shall be considered against a yardstick or Milestone in the form of treatment as specified in clause 5 of TENDER DOCUMENTS.
- e. The Performance Security shall be given by the Selected Concessionaire in favour of Commissioner Mira Bhayandar Municipal Corporation in the form of Bank Guarantee from any Nationalized/Scheduled Commercial Bank.
- f. The Performance Security shall be kept valid for entire Concession Period and 90 days after the expiry of the Concession Agreement on continuing basis as described above.
- g. The Performance Security shall not bear any interest.
- h. If the Concession Agreement is Terminated due to any reason other than Concessionaire's Default, the Performance Security shall, subject to Mira Bhayandar Municipal Corporation, right to receive amounts, if any, due from Concessionaire under the Concession Agreement, be duly discharged and released to the Concessionaire.
- i. In the event of the encashment of the Performance Security by Mira Bhayandar Municipal Corporation pursuant to Encashment Notice issued, the Concessionaire shall within 10 (ten) days of the Encashment Notice, furnish fresh Performance Security to Mira Bhayandar Municipal Corporation, failing which Mira Bhayandar Municipal Corporation shall be entitled to Terminate the Concession Agreement in accordance with the provisions mentioned herein and in the Concession Agreement.
- j. Mira Bhayandar Municipal Corporation shall be entitled to encase the Performance Security fully or partially as the case may be after giving notice of 30 (thirty) days if any Event of Default not being remedied by the Concessionaire despite notice from Mira Bhayandar Municipal Corporation .
- k. Whenever any claim against the Concessionaire for payment of sum of money arises out of or under the Concession Agreement, Mira Bhayandar Municipal Corporation shall be entitled to recover such sums or any sum then due or which at any time there may become due from the Concessionaire under the Concession Agreement from Performance Security furnished with Mira Bhayandar Municipal Corporation.
- l. In case the Performance Security is not sufficient to cover the recoverable amount, the Concessionaire shall pay to Mira Bhayandar Municipal Corporation on demand the balance remaining due.

3.4.4 Forfeiture of Performance Security

Forfeiture of Performance Security in full or in part at the discretion of Mira Bhayandar Municipal Corporation.

- a. If the Concessionaire is found guilty of not following any of terms and conditions contained in the Concession Agreement in spite of giving notice to do so.
- b. If the Concessionaire fails to pay the damages, compensation if any, imposed upon him for breach of performance and compliance of standards as specified in the Concession Agreement.
- c. If the Concession Agreement is terminated on account of default of the Concessionaire.
- d. If the Concessionaire withdraws/or terminates the Concession Agreement.
- e. If the Concessionaire conceals material facts or inducing undue influence or indulges in corrupt practices by Concessionaire, modify the TENDER DOCUMENTS Document by the issuance of an Addendum.
- f. If the Concessionaire failed to provide any continuing Performance Security, as described above, before the expiry of the previous Performance Security.

3.4.5 Liquidated damages.

For Reclamation and Remediation works: As set out in GC3.6 in (Volume II of the TENDER DOCUMENTS –“Concession agreement”).

4. Evaluation of Bids

The Technical Bid submitted by the Concessionaire shall form the base for evaluation of the capability of the firm. The evaluation committee shall lay emphasis on the following points:

- a. The Concessionaires Past Experience & Expertise in Implementation of similar project on Remediation of a MSW dumpsite / Remediation of a MSW Dumpsite Landfill Mining / Bio-mining during the Past 5 years ending on last day of month previous to the one in which bids are invited.
- b. The Concessionaires On-going work Experience & Expertise (as given in Annexure VI) in Implementation of similar project on Remediation of a MSW dumpsite/ Remediation of a MSW Dumpsite Landfill Mining / Bio-mining during the last 5 years.
- c. The approach and methodology and monitoring mechanism suggested by the Concessionaire (Annexure VIII).
- d. Presentation by the Concessionaires on its entire project management and plan.

4.1.1 Bid Evaluation Criteria

4.1.1 Financial Criteria:

- a. The Applicant or the collective members of the Consortium must have a minimum annual financial turnover at least 75% of project value in the last Five years. (2019-20, 2020- 21, 2021-22, 2022-23, 2023-24). This should be duly audited by Chartered Accountant.
- b. The Applicant or the collective members of the Consortium should not have incurred any loss during last five financial year ending 2023-24. This should be duly audited by Chartered Accountant.
- c. In case the annual accounts for the last financial year i.e. 2023-24 are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the Statutory Auditor/ Chartered Accountant. In such a case, the Bidder shall provide the audited annual reports for the financial year preceding the latest financial year for which the audited annual report is not being provided i.e. (2019-20, 2020- 21, 2021-22, 2022-23, 2023-24)

4.2. Tests of Responsiveness

Prior to evaluation of Bids, MBMC shall determine whether each Bid is responsive to the requirements of this TENDER DOCUMENTS. A Bid shall be considered responsive only if:

1. It is received as per the format mentioned in the TENDER DOCUMENTS.
2. It is received by the Bid Due Date.
3. It is accompanied by the Bid Security as specified in the TENDER DOCUMENTS.
4. It is accompanied by the Power(s) of Attorney.
5. It contains all the information (complete in all respects) as requested in this TENDER DOCUMENTS and/or Bidding Documents (in formats same as those specified).
6. The Proposal adheres to and mentions the Proposal Validity Period and it does not contain any condition or qualification.
7. It is not non-responsive in terms hereof.

MBMC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by MBMC in respect of such Bid.

Any Bidder/ Consortium Members or their Associates which have been barred by the Central Government or State Government or Statutory Authority or a Public Sector Undertaking, as the case may be from participating in any project and the bar subsists as on the date of proposal, the bids of such entity will not be eligible to submit a proposal either by itself or through its Associates. Bid submitted by any such entity will be held non-responsive and the Bid Security shall be forfeited.

Any Bidder or its Associate should have, during the last three years neither failed to perform on any agreement, as evidence by imposition of a penalty by an arbitral or Judicial Authority or a Judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract Terminated by any public authority for breach on its part.

4.3. Notification and issue of Letter of Award

- a. The shortlisted Bidder will be issued a letter of intent and information on being shortlisted. The Letter of Intent will be issued by MBMC to the shortlisted Bidder inviting his acceptance. On receipt of the acceptance by the shortlisted Bidder, MBMC will further issue of LOA for entering into a Concession Agreement among MBMC and the selected Concessionaire.
- b. The selected Concessionaire shall be notified in writing by the MBMC as evidenced by issue of Letter of Award (LOA) to the Preferred Concessionaire. The format for the Letter of Award is enclosed as Annexure VII in this TENDER DOCUMENTS.
- c. The selected Concessionaire shall confirm his acceptance of the LOA issued by the MBMC within 7 (seven) days as evidenced by signing and sending a copy of the LOA issued. In the event the duplicate copy of the LOA duly signed by the selected Concessionaire is not received by the stipulated date, MBMC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Concessionaire on account of failure of the Selected Concessionaire to acknowledge the LOA, and the next Concessionaire may be considered.
- d. After the acknowledgement of the LOA as aforesaid by the selected Concessionaire, it shall execute the Concession Agreement within the period prescribed within such further time as MBMC may agree to in its sole discretion. The Selected Concessionaire shall not be entitled to seek any deviation in the Concession Agreement.
- e. The Authority will notify other Concessionaires that their Proposals have not been accepted and their Bid Security will be returned as promptly as possible as set out in various provisions in this TENDER DOCUMENTS document.

4.4. Right to Accept or Reject Proposal

MBMC reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Concession, without liability or any obligation for such acceptance, rejection or annulment.

4.4.1 MBMC reserves the right to invite revised Proposals from Bidders with or without amendment of the TENDER DOCUMENTS at any stage, without liability or any obligation for such invitation and without assigning any reason.

4.4.2 MBMC reserves the right to reject any Proposal at any time;

i. a material misrepresentation made at any stage in the bidding process is uncovered; or the Bidder does not respond promptly and thoroughly to requests for supplement information required for the evaluation of the Proposal.

4.4.3. This would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the Preferred Concessionaire gets disqualified / rejected, then MBMC the right to:

- i. Declare the Bidder proposing the next lowest valid price as the Preferred Concessionaire and where warranted, invite such Concessionaire to equal or better the Financial Proposal submitted by such disqualified Preferred Concessionaire; or
- ii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

4.5. Contacting MBMC during Bid Evaluation.

Bids shall be deemed to be under consideration immediately after they are opened and until such time MBMC makes official intimation of award/ rejection /non-shortlisting to the Concessionaires.

While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, MBMC and/ or their employees/ representatives on matters related to the Bids under consideration.

5. Time Frame for Execution of Work

The Concessionaire shall carry out various activities simultaneously to ensure completion of the task assigned on time.

Within 7 days of the submission of Performance Guarantee, the selected Concessionaire shall submit to Mira Bhayander Municipal Corporation / MBMC:

- a) Copy of the RDF disposal mechanisms agreement to MBMC as per clause 1.2.6.ofTENDER DOCUMENTS.
- b) Program in keeping with time frame prescribed to undertake the works in the form of a Pert Chart for his review and take his approval. The approved pert chart shall be diligently and strictly followed with a view to complete the works as per schedule. The progress & planning of works shall be reviewed from time to time and he may modify the same depending upon the exigencies of the work and stage of the works.

Extension of time may be granted by the Authority/ MBMC on genuine grounds only ifdelay is for the reasons beyond the control of the Concessionaire.

6. Special Conditions

6.1. Increase in the Scope of Work.

All fresh MSW will be dumped in the Uttan Dump site only at designated locations based on discussions and plan layout discussed between the Concessionaire and Authority. Concessionaire will not be forced to process fresh waste as and when it is dumped. However, it would be a prerogative of the Concessionaire to accept processing of fresh waste if they feel it has considerably decomposed and can be called as legacy waste at the end of the Contract Period or any time deemed fit. Such a quantity can be further deemed as a part of this Contract quantity and time line to remediate it set accordingly with mutual consent between the parties. However, there shall be no revision in price quoted by the selected Concessionaire and no penalties will be imposed for additional scope of work. Concessionaire shall be bound to carry out additional quantity work at the approved rates and instructions given by MBMC time to time.

6.2. Payments.

Sr.No.	Description	Total Contract Volume in Ton	Total Rate Quoted by Bidder INR) (Per MT)
1	Biomining and remediation of the legacy waste by scientifically segregating the waste including disposal of the segregated material out of waste facility of MBMC	909630.20 MT	
Total Amount of work			
			(IN FIGURE)
			(IN WORDS)

The payment will be made as per terms and conditions stated in the Concessionaire agreement, which will be executed between MBMC and the lowest bidder.

6.3. Use of Proven technology.

MBMC has selected two processing technology 1. Rotary Screening and 2. Linear Screening. Contractor is free to bid for any type of Technology. Contractor is allowed to delivery higher specification of machines in order to have better screening or cost saving process. However MBMC will not pay for the higher specification machines or additional machines that contractor intended to use for his processing. The concessionaire should use proven technologies. The Concessionaire shall clearly state the technology he will use for screening of Waste and give a brief synopsis of the technology and its operation and maintenance. The technology offered shall be proven and in use within or outside the Country under similar situations.

The Concessionaire shall have the liberty to upscale the technology during the Concession Period with the prior approval of the Mira Bhayander Municipal Corporation and clearance from Maharashtra Pollution Control Board for deriving larger benefits without causing any harm to the neighborhood, health and environment of the City and without putting any additional burden on Mira Bhayander Municipal Corporation.

The Concessionaire shall have to observe all the directions contained in the SWM Rules, 2016 as well as State Laws and Rules as amended from time to time. In the event of any major change in the legal framework in the Country or the State, necessitating a major change in the Biomining of dumpsites and landfill / capping duly created by the Concessionaire following the present law and the Rules, he shall, on being asked by Mira Bhayander Municipal Corporation, comply with the new laws and the Rules at his cost and may ask for reasonable compensation which shall be determined by a technical committee that may be appointed by Government/ Authority.

Concessionaire shall use its own vehicles at his own cost.

6.4. Recording the Wastes handled.

The Concessionaire shall provide & maintain weighbridge (with CCTV Camera and image capture) at dumpsite and keep perfect record of the weight of the waste handled and image of the vehicle carrying the segregated/ recoverable components as well as compost. The Concessionaire shall also provide a space for the Mira Bhayander Municipal Corporation employee as a representative to sit at these sites and monitor the services provided and records maintained by the Concessionaire.

6.5. Monitoring Mechanism by Mira Bhayander Municipal Corporation.

The Concessionaire is to co-operate in the monitoring mechanism by Mira Bhayander Municipal Corporation as he is expected to perform several tasks shown in the TENDER DOCUMENTS. For ensuring fairness to both sides a monitoring mechanism is devised as under to keep a day to day record and ensure that Concessionaire is performing his duties as per the Concession Agreement. The following Monitoring Mechanism is therefore be adopted by Mira Bhayander Municipal Corporation besides the internal monitoring to be done by the Concessionaire, he shall extend full support to the Mira Bhayander Municipal Corporation in this regard.

6.5.1 Monitoring by MBMC.

Mira Bhayander Municipal Corporation would appoint a PMC for the work in addition to an engineer from the existing technical staff of the Corporation, to monitor the project work.

a. Biomining and reclamation at site.

The corporation will appoint staff to oversee the activity to verify whether the work is being done as expected. He should report each day the areas visited and his observations in the prescribed Performa and submit to his next superior officer.

b. Verification Machinery & Manpower

Engineers shall verify whether the required machinery and manpower are deployed by the concessionaire or there is a shortfall due to any reason.

c. Recording of weight of Waste Transported.

In addition to the PMC appointed by MBMC, Authority/ Municipal Commissioner may designate

personnel on a monthly rotation basis to monitor and record the Wastes at the weigh bridge constructed by the Concessionaire. The weigh bridge in-charge shall issue receipt in triplicate in the Performa designed by Mira Bhayander Municipal Corporation. One copy shall be retained by weigh bridge in-charge, and other two copies shall be given to the driver of the vehicle with a direction to hand over one copy to the person in charge of the site and keep third copy duly signed by supervisor at site with him to be given to the Concessionaire.

Weighment figures will be compiled on a daily basis both by weigh bridge in-charge and person in-charge separately and reported to Health Officer/ Executive Engineer as may be designated by Mira Bhayander Municipal Corporation on day to day basis in the prescribed Performa.

6.5.2 Fortnightly Report Review Meetings

Weekly review meeting will be conducted by the Deputy Commissioner in- charge of SBM with the Concessionaire or his authorized representative and concerned sanitation officials. He will review the complaints received and their timely disposal and deficiencies noticed during field visits during the week and take stock of situation and give suitable directions for improving performance of the Concessionaire, if found deficient. Minutes of meeting shall be recorded and shared with the Concessionaire or his representative and his acknowledgement shall be obtained. Penalty due, if any, shall be communicated to the Concessionaire.

Mira Bhayander Municipal Corporation shall monitor the performance of the Concessionaire in terms of the Concession Agreement and ensure the proper records are maintained for the work done and being done on a day to day basis so that the Concessionaire's performance is objectively assessed for payment and penalties. Monitoring of weight of the Waste transferred through Private Weigh Bridge. The Concessionaire is expected to construct weigh bridges at the site which will take some time. The Municipal Commissioner may therefore in the meantime authorize some private reliable computerized weigh bridge operator to weigh and record the weight in the appropriate Performa in presence of Authority's and Concessionaire's representative. The expenditure incurred for appointing the private weigh bridge shall be borne by the selected concessionaire. The record of such weigh bridge may be taken into account for payment to the Concessionaire till such time Concessionaire constructs his own way bridges. Executive Engineer shall keep vigil to ensure that Weighment records are not tampered with. This arrangement of weighing at a private weigh bridge will be up to two months beyond the time period prescribed for erection and hot commissioning of Processing facility. In case weigh bridge is not installed within this time period, zero Processing charges shall be paid to concessionaire towards Biomining the Legacy waste. Executive Engineer shall keep vigil to ensure that Weighment records are not tampered with. This arrangement of weighing at a private weigh bridge will be for a maximum of three months. In case weigh bridge is not installed within three months of consent to establish, zero fee shall be paid to concessionaire towards Biomining the Legacy waste.

6.6. Key Performance indicator

Indicator	Baseline requirement	Default	Source of measuring data	Liquidated Damages/ Penalty
Weighbridge is non-operational at Processing Facility due to breakdown for a consecutive period of 4(four) days.	Not more than consecutive period of 4 days.	Breakdown for a consecutive period of 4 days.	Daily check by MBMC	
Compliance with the Solid Waste Management Rules, 2016 and MPCB Norms	Parameters as provided in the Applicable Rules.	All incidences	<ul style="list-style-type: none"> Fortnightly Status Report Random check by MBMC 	Lump sum INR 2000 per day of delay.
Compliance with Environmental Laws Maharashtra Pollution Control Board and Central Pollution Control Board	Parameters as provided in the Applicable Rules.	All incidences	<ul style="list-style-type: none"> Fortnightly Status Report Random check by MBMC. Test Reports by the Competent Authority or MBMC. 	Lump sum INR 5000 per day of delay.
The segregated fraction accumulated at sites is not cleared within 20 days of the stipulated period.	Not more than consecutive period of 20 days.	Not cleared for consecutive period of 20 days	<ul style="list-style-type: none"> Random check by MBMC. CCTV footage SCADA surveillance system 	Rs.10,000/- per week basis, till the site is cleared over.
Less than requisite number of working and contingency workforce deployed on the project as submitted with Technical Proposal under Methodology	As submitted in Technical Proposal	Not found as per Technical proposal consecutive period of 20 days.	<ul style="list-style-type: none"> Random check by MBMC. Biometric based attendance system. 	Rs. 500/- per individual per day.
If the work will not be completed satisfactorily in time.				per month.1% of the accepted cost of the tender

7. Instructions to the Concessionaire

7.1 General Instructions

a. Obtaining Clearances

Concessioner shall obtain all necessary permissions and clearances from regulatory bodies required under national/state Laws, Rules, and Regulations for the work. All the expenses on getting such clearances and permissions. Concessionaire shall give required recommendatory letter to get NOCs/Clearances.

b. Mode of Payment.

The mode of payment shall be governed as per the payment clause of this TENDER DOCUMENTS.

c. Presence of Concessionaire or his representative at the site

On getting the work order, the Concessionaire shall either himself remain available at site of work or arrange for the presence of his accredited representative (legally authorized in writing) at the site of work to receive instructions from Mira Bhayander Municipal Corporation or his authorized representative and ensure prompt compliance of the instructions given.

d. The Concessionaire has to follow the Environmental Standards as mentioned below:

i. Air Quality Monitoring: As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.

ii. Noise Monitoring – As per Noise Pollution Rules 2000 or amendments thereafter with respect to baseline site parameters.

iii. Leachate Treatment – As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters.

iv. Odour Monitoring – As per MPCB guidelines ‘Odour Pollution & Its Control May 2008’ or amendments thereafter with respect to baseline site parameters.

v. Water Quality Monitoring - As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters

vi. Aggregate Disposal- As per Solid Waste Management Rules 2016 (SWM Rules 2016) or amendments thereafter with respect to baseline site parameters

8. Fraud and Corrupt Practices

The Concessionaires and their officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, MBMC may reject a Bid, withdraw the LOA, or Terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Concessionaires or the Selected Concessionaire or the Concessionaire, as the case may be, if it determines that the Concessionaires or the Selected Concessionaire or the Concessionaire, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as mentioned in this TENDER DOCUMENTS in the Bidding Process. In such an event, MBMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to MBMC under the

Bidding Documents and/ or the Concession Agreement, or otherwise.

Without prejudice to the rights and remedies which MBMC may have under the LOA or the Concession Agreement, or otherwise if Concessionaire(s) or Selected Concessionaire or Concessionaire, as the case may be, is found by Mira Bhayander Municipal Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as mentioned in this TENDER DOCUMENTS during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Concessionaire(s) or Selected Concessionaire or Concessionaire, as the case may be, shall not be eligible to participate in any tender or TENDER DOCUMENTS issued by MBMC and Mira Bhayander Municipal Corporation during a period of 2 (two) years from the date such Concessionaire or Selected Concessionaire or Concessionaire, as the case may be, is found by Mira Bhayander Municipal Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case maybe.

For the purposes of this Section, the following terms shall have the meaning as assigned to them:

- a. "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Municipal Corporation MBMC/GoM/Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Concessionaire Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Mira Bhayander Municipal Corporation, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process; or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of Mira Bhayander Municipal Corporation in relation to any matter concerning the Project in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of TENDER DOCUMENTS for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of signing of the Concession Agreement;
- b. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d. "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Mira Bhayander Municipal Corporation with the objective of canvassing,

lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

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

9. Miscellaneous

The Bidding Process shall be governed by and construed in accordance with, the laws of India and the Courts at Thane shall have jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

MBMC in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- a. suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- b. consult with any Concessionaire in order to receive clarification or further information;
- c. retain any information and/ or evidence submitted to the Mira Bhayander Municipal Corporation by, on behalf of, and/ or in relation to any Concessionaire; and/or
- d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Concessionaire.

It shall be deemed that by submitting the Bid, the Concessionaire agrees and releases MBMC, it employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

10. Processing and Disposal

- a. Site should have an emergency muster point and all suitable fire extinguishers
- b. At the entrance of the site, following placard must be placed
 - i. Emergency Muster Point
 - ii. Emergency Contact Details (Nearby Hospital, Ambulance Service, Police Station, Fire Rescue Department, etc.)
 - iii. Process Flow Chart
 - iv. Project Details (Project Title, Contractor Name and Address, Project Value, Project Duration, etc.)

- v. Management Contact Details (MBMC Contact no., Site Supervisor and Manager no. etc.)
- c. Concessionaire must deploy 24x7 security personnel at site.
- d. Concessionaire must maintain all documents in professional manner, those should be
 - i. Vehicle Entry and Depart Log
 - ii. Employees and Workers Attendance
 - iii. Electricity Consumption Log
 - iv. Production and Disposal Log
 - v. Weigh Bridge Data
 - vi. Site Visitors Record, etc.
- e. Except Soil and Stones, all other disposals shall be made only to Registered Recyclers or Vendors.
- f. Concessionaire must allow all the authorized visitors to visit the site at any time. Authorized visitor means, persons that has been authorized or referred or employed by MBMC. Authorized visitors are allowed to take photography or video tapping.
- g. Processing and disposal of residual plastic waste segregated during segregation of processed legacy waste by suitable technology in accordance with MPCB and CPCB norms and acceptable to MBMC.

ANNEXURE I,

Letter Comprising the Bid

Date:

To,
The Commissioner
Mira Bhayander Municipal Corporation.

Sub: Bid for “Reclamation of Land by Scientifically Processing the MBMC Existing Legacy Waste Dumpsite through the Process of Bioremediation / Biomining at Uttan Dump Site

Dear Sir/Madam,

With reference to your TENDER DOCUMENTS document, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the MBMC will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Concessionaire for the [design, construction, operation and maintenance] of the aforesaid Project.
3. I/ We shall make available to the MBMC any additional information it may find necessary or require supplementing or authenticate the Bid.
4. I/ We acknowledge the right of MBMC to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Concessionaires to Bid for the Project, without incurring any liability to the Concessionaires, in accordance with the TENDER DOCUMENTS document.
6. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the MBMC of the same immediately.

7. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the MBMC in connection with the selection of the Concessionaire, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

8. In the event of my/ our being declared as the Selected Concessionaire, I/we agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

9. I/ We have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the MBMC or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession

10. I/ We offer a Bid Security of Rs /- (Rupees only) in accordance with the TENDER DOCUMENTS Document.

11. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

12. I/ We agree and undertake to abide by all the terms and conditions of the TENDER DOCUMENTS document.

13. I/ We shall keep this offer valid for 180 (one hundred and twenty) days from the Bid Due Date specified in the TENDER DOCUMENTS.

14. I/ We hereby submit our Bid for undertaking the aforesaid Project in accordance

with the TENDER DOCUMENTS Documents and the Concession Agreement. In witness thereof, I/we submit this Bid under and in accordance with the terms of the TENDER DOCUMENTS document.

Yours faithfully,

(Signature, name and designation of the Authorized signatory) Date:

Place:

Name and seal of Concessionaire

ANNEXURE II,

Power of Attorney for Signing of Bid

(On Rs.100 Stamp Paper)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (Name), son/ daughter/ wife of and presently residing at who is presently employed with us and holding the position of as our true and lawful attorney (here in after refer red to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project (insert work name) (the “Project”) in responsible response to the TENDER DOCUMENTS issued by MBMC including but not limited to signing and submission of all applications, bids and other documents and writings, participate in concessionaires’ and other conferences and providing information/ responses to Mira Bhayander Municipal Corporation, representing us in all matters before MBMC, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with MBMC. in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority and MBMC.

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

IN WITNESS WHEREOF WE, , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2021.

For

(Signature, name, designation and address of person authorized by Board Resolution (in case of Private Limited)/ Partner (in case of Partnership Firm)

Person identified by me/personally appeared before me/Signed before me/Attested/Authenticated*
(*Notary to specify as applicable)

(Signature, Name and Address of the Notary) Seal of the Notary Registration Number of the Notary
Date

ANNEXURE III,

Anti-Collusion Certificate

(To be submitted on the letter heads of the Concessionaires separately) Date:

To,
The Commissioner,
Mira Bhayander Municipal Corporation.

Sub: Reclamation of Land by Scientifically Processing the MBMC. Existing Legacy Waste Dumpsite through the Process of Bioremediation / Biomining at Uttan

Dear Sir/Madam,

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Concessionaire or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice.

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

Dated this Day.....of,2024

For,
Name of the Bidder,

(Signature of the Authorised Person)

ANNEXURE IV,

Basic Information about Bidder

1. (a) Name of Bidder
(b) Address of the office(s)
(c) Date of incorporation and/or commencement of business
2. Brief description of the Bidder's main lines of business.
3. Details of individual(s) who will serve as the point of contact / communication for MBMC with the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :
4. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Bidder:
 - (a) Name :
 - (b) Designation :
 - (c) Company/Firm :
 - (d) Address :
 - (e) Telephone number :
 - (f) E-mail address :
 - (g) Fax number :
 - (h) Mobile number :

Note:

Bidder shall submit attested copy of Firm Registration/Incorporation Certificate, GSTIN, PAN, ESI and EPF Allotment Letter, ISO Certificates.

For,
Name of the Bidder,
(Signature of the Authorised Person)

ANNEXURE V,

Statement of Experience

Name of Bidder Claiming the Project Experience:	
Name of Project	
Contract value	
Name, address and contact details of Client	
Year of allotment	
Scope of the project for Bidder	
Name of the contractor	
Scope of work of Bidder	
Date of commencement of project	
Date of completion of Bidder's scope of work	
Total billings from project for Bidder	
Total Legacy Waste Processed	
Total Legacy Waste Processed during last five continuous financial years for which experience is being demonstrated (indicate the period and quantity of Legacy Waste Processed in MT.)	

Signature of the Bid (Authorized Signatory) The

above statement shall be supported by:

Copy of attested work order and agreement issued/executed by client; Work orders/ testimonials will be verified if required.

ANNEXURE – VI,

Form for Financial Pre-Qualification

Bidder type	Annual Net Worth (In Rs. Crore) for preceding 5 Financial Immediately before Bid Due Date.					Annual Turnover (In Rs. Crore) for preceding 5 Financial immediately before Bid Due Date				
	2019-20	2020-21	2021-22	2022-23	2023-24	2019-20	2020-21	2021-22	2022-23	2023-24
Single entity Bidder										
(V) - Average of 3 Years for Single entity										

Signature of the Bidder (Authorized Signatory)

ANNEXURE – VII ,

Technical Plan- Details of Expert Team to handle Project Site and Project Facilities

1. Details of the Required CVs to handle Project Site and Project facilities:
2. Format for CVs of senior management staff:
 - a. Proposed Position:
 - b. Name of Firm:
 - c. Name of Staff:
 - d. Date of Birth:
 - e. Years with Firm/Entity:
 - f. Nationality:
 - g. Membership in Professional Societies:
 - h. Detailed Tasks Assigned:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, or fair in speaking, reading, & writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experience, and me.

[Signature of staff member and authorized representative of the firm] Date:

Day/Month/Year

Full name of staff member:

Full name of authorized representative:

ANNEXURE – VIII,

Formats for Financial Offer (for reference only)

(To be submitted only Online)

Sr. No.	Description	Total Contract Volume in Ton	Total Rate Quotedby Bidder INR) (PerMTon)
1	Biomining of the legacy waste, its segregation in scientific way and disposal out of the project area of MBMC	9,09,630 MT	
Total			
			(IN FIGURE)
			(IN WORDS)

Note:

- Bidder whose quote is lowest in Tender Amount quoted will be the successful bidder.
- Rate must be inclusive of all cost of drivers/ operators/ mechanics / workers, consumables i.e. diesel, petrol, lubricants, electricity consumption charges etc. including C&T, O&M and Disposal.
- The quoted price shall be inclusive of all the Taxes **Excluding GST** GST will be paid by MBMC separately as per rules.
- In case of a discrepancy between the expressed values in figures vis-à-vis the expressed in words, the later shall govern.
- The price rate containing decimal places would be rounded off to the nearest decimal rupees.
- Though the contract volume is mentioned 909630 M. Tons, with mutual consent between the Tender Inviting Authority and Successful Bidder the contract volume can be increased and no tender is required from Tender Inviting Authority.
- The bidders are allowed to be provided specifications higher to the minimum provided in the TENDER DOCUMENTS documents for Biomining Machines as to ensure maximum separation and high quality of aggregates and screening efficiency. However no extra payment shall be made of this.

..... Signature

(Name and Address of Authorized Signatory)

Unfilled and Crossed Financial Bid should be signed and submitted along with the technical proposal. This is only for accepting the notes written in this proposal. Values written on the submitted financial proposal will not be accepted at anytime.

ANNEXURE – IX,

AFFIDAVIT

(To be executed on Rs.100 non-judicial stamp paper)

I, the undersigned, do hereby certify that all the statements made in the required attachments are correct.

The undersigned hereby certifies that our firm M/s..... have abandoned any work in India nor any contract awarded to us for Remediation of a MSW dumpsite / Remediation of a MSW Dumpsite Bio-mining have been rescinded and blacklisted by any ULB/Any Central government/Any State Government Department in India during last five years prior to the date of application.

The undersigned further certifies that in case any information in the Bid submitted by me is found to be false or untrue at the later stage, the Bid may be cancelled, and the Bid Security forfeited.

Name of the firm:

Authorized signatory of the firm

(With designation and title of the officer)

ANNEXURE-X:

FORMAT FOR BID SECURITY (BANK GUARANTEE)

(Refer Clauses 3.4.1)

(To be executed on Stamp paper of appropriate value)

B.G.No.

Dated:

To,

1. In consideration of you, the Commissioner Mira Bhayander Municipal Corporation, Maharashtra having its office at, Indira Gandhi Bhawan Chhatrapati Shivaji Maharaj Marg, Bhayandar West, Mira Bhayandar, Maharashtra 401101 (here in after referred to as the “MBMC, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of {a Company registered under the provisions of the Companies Act/a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies/a trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of public trust or a sole proprietorship (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for “Reclamation of Land by Scientific Processing the Existing Legacy Waste Dumpsite through the Process of Bioremediation / Bio mining at Uttan Dump Site including disposal of the segregated material out of the MBMC landfill premises” (here in after referred to as the “Project”) pursuant to the TENDER DOCUMENTS Document dated ***** issued in respect of the Project(s) and other related documents (here in after collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at [insert address of registered office] and one of its branches at [insert branch address in Maharashtra] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clause 3.4.1 of the TENDER DOCUMENTS, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the TENDER DOCUMENTS) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the MBMC an amount **Rs. 40,66,000 (Rupees Forty Lakh Sixty Six Thousand only)** as bid security (hereinafter referred to as the “Bid Security”) encashable / payable at any of our branches including our [insert branch address in Maharashtra] branch at Bhayander as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the MBMC stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the MBMC is disputed by the Bidder or not merely on first demand from the MBMC stating that the amount claimed is due to the MBMC by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees only).

- b) This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred And eighty) days from the Bid Due Date inclusive of acclain period of 60 (sixty) days or for such extended period as may be mutually agreed between the MBMC and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- c) We, the Bank, further agree that the MBMC shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the MBMC that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the MBMC and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the MBMC shall be entitled to treat the Bank as the principal debtor. The MBMC shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the MBMC, and the Bank shall not be released from its liability under these presents by any exercise by the MBMC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the MBMC or any indulgence by the MBMC to the said Bidder or by any change in the constitution of the MBMC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- f) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- g) We undertake to make the payment on receipt of your notice of claim on us addressed to our branch [insert branch address] at “---” and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
- h) It shall not be necessary for the MBMC to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the MBMC may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the MBMC in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this

Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. _____, its _____ and authorized official. (Signature of
the Authorized Signatory)
(Official Seal)

ANNEXURE-XI:

AUTHORITY LETTER FOR SITE VISIT AND GEO TAGGING

This is to certify that Shri_____ name of person is authorized representative of M/s _____ name of bidder he has been authorized to visit the site important location of project and evaluate the work cost. He is authroised to complete the geotagging on his visit for quotation of tender “Selection of Contractor for Reclamation of Land by Scientific Processing the Existing Legacy Waste Dumpsite through the Process of Bioremediation/Bio-mining including disposal of the segregated material out of MBMC waste facility at Uttan”

The docoment who proving his identity is enclosed with this letter.

Date

Time

Place:

Note: 1. To be submitted with Geo tagging, detail in Technical Envelope NO – 01.

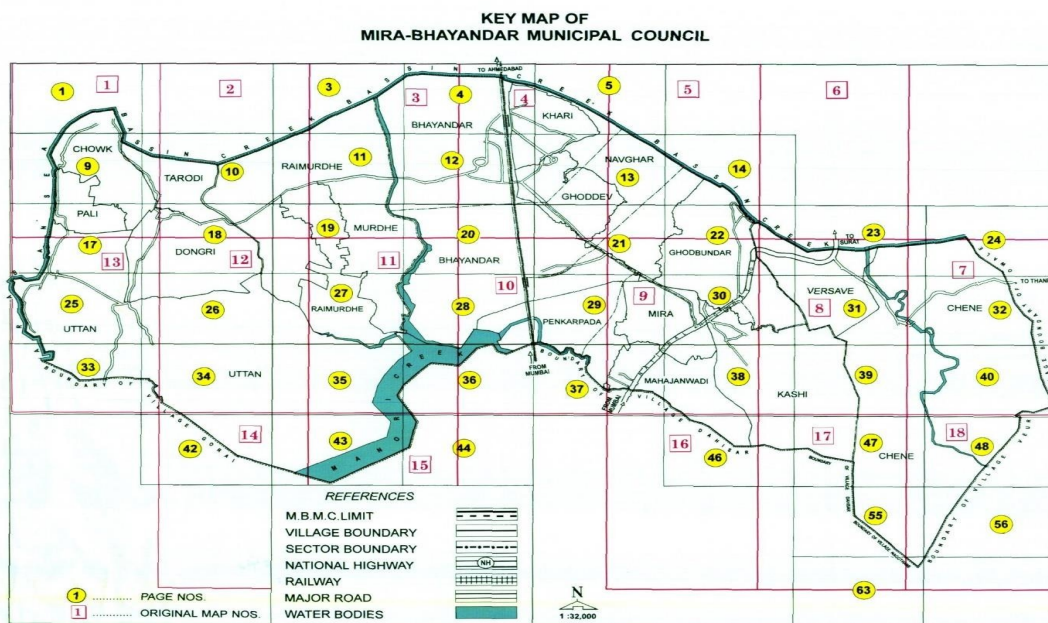
Appendix-1:

Project Information.

This document may not contain all the information each Bidder may require and may not be appropriate for all persons. It is not possible for MBMC, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this Document. Each Bidder shall conduct their own investigations and analyses and wherever necessary obtain independent advice from appropriate sources. MBMC, their employees or advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document and the information provided herein.

a) Present Disposal site Scenario.

The Uttan Dump Site disposal site is an disposal site developed in the Hilly area and is used for approximately 15 years. It receives municipal solid waste from entire MBMC area. The total area of the dumpsite is around 31 Hectors. Total municipal solid waste generated per day is 450 MT as of today, though the collection efficiency is 100%.



b) Salient features of the site are provided in the following table:

Name of Dumpsite	Uttan Dump Site, Uttan Road, Bhayander.
Co-ordinates of Dumpsite	Latitude : 19° 17'22.30"N-19°17'09.80"N, Longitude : 72°47'33.04"E- 72°47'46.27"E
Distance from the town	Within 9 km
Area of dumpsite:	(though it is mapped over survey)
Height of Dump	
Start date of dumpsite	
Category	Leagacy Waste
Incoming waste quantity	500 MT/ Day (As per collection efficiency of ULB)
Accumulated waste quantity	909630 MT. as per Report by College of Engineering Pune (COEP) Maharashtra in year 2022.
Utilities at site	Electrical Power required shall have to be arranged by the Concessionaire at his cost
Weigh bridge available at Site	Weighbridge will have to be installed by the successful bidder
Access road	Available
Leachate management system	To be developed by bidder of its own
Plant within the dumpsite	Adjacent to Dumpsite, in the MBMC Waste Management premises.



मिरा-भाईंदर महानगरपालिका

// धनकचरा प्रकल्प विभाग //

स्व. इंदिरा गांधी भवन, छत्रपती शिवाजी महाराज मार्ग, भाईंदर (प.),
ता. जि. ठाणे - ४०१ १०१



जा.क्र.मनपा/घप्रवि/ ०२ /२०२४-२५

दि. २४ / ०८ / २०२४

प्रति,

जनसंपर्क अधिकारी

मिरा-भाईंदर महानगरपालिका

विषय :- निविदा सुचना क्र. ०२ (२०२४-२५) प्रसिद्ध करणे बाबत.

विषयांकोत निविदा सुचना वृत्तपत्रात प्रसिद्धी करिता या पत्रासोबत जोडून पाठवित आहेत. सदर निविदा सुचना मधील कामांचा अंदाजित खर्च रु. ४०,६६,००,०००/- इतका आहे. सदर निविदा सुचना दि. २४ / ०८ / २०२४ रोजीच्या वृत्तपत्रात नियमानुसार प्रसिद्ध करण्यात यावी. तसेच निविदा सुचना प्रसिद्ध केल्यानंतर या विभागास वृत्तपत्रांच्या प्रती पुरविण्यात याव्यात.

(डॉ. सचिन बांगर)
उप-आयुक्त (घ.प्र.वि.)
मिरा भाईंदर महानगरपालिका

प्रत :- संगणक विभाग

(ई-टेंडरिंग कक्ष)



मिरा-भाईंदर महानगरपालिका

// घनकचरा प्रकल्प विभाग //

स्व. इंदिरा गांधी भवन, छत्रपती शिवाजी महाराज मार्ग, भाईंदर (प.),
ता. जि. ठाणे - ४०१ १०१



निविदा सुचना क्र. ०२ (२०२४-२५)

मिरा-भाईंदर महानगरपालिका खालील कामांकरीता निविदा मागवित आहे. सदर कामाचे कोरे निविदा फॉर्मकरीता दि. २४/०९/२०२४ ते दि. ०८/१०/२०२४ रोजी १२.०० वाजेपर्यंत <https://mahatenders.gov.in> च्या संकेत स्थळावर उपलब्ध होतील. निविदाधारकाने निविदा फॉर्म फी व इसारा रक्कम ऑन लाईन रिसीट सिस्टीमद्वारे भरणा करावी. कामाचा अनुभव व अटीशर्ती निविदा फॉर्म मध्ये नमूद केलेल्या प्रमाणे असावीत.

सदर कामी मागविलेल्या मोहोरबंद निविदा दि. ०८/१०/२०२४ रोजी सकाळी १.०० वाजेपर्यंत वरील संकेतस्थळावर स्विकारण्यात येतील दि. १०/१०/२०२४ रोजी दुपारी ३.०० वाजता उघडण्यात येतील. Pre-Bid Meeting दि. ०९/१०/२०२४ रोजी दुपारी १२.०० वाजता मा. आयुक्त सो. यांच्या दालनात आयोजित करण्यात आलेली आहे. तसेच कोणतेही कारण न देता कोणतीही एक निविदा स्वीकारण्याचा अथवा सर्व निविदा नाकारण्याचा अधिकार महानगरपालिकेने राखून ठेवला आहे.

अ. क्र	कामाचे नाव	निविदा रक्कम (जी.एस.टी. वगळून)	निविदेचा प्रकार	कंत्राटदाराचा वर्ग	इसारा रक्कम रु.	सुरक्षा अनामत	फॉर्म फी रु.	कामाची मुदत (पावसाळा वगळून)
१	मिरा-भाईंदर महानगरपालिका क्षेत्रात उत्तन येथील घनकचरा प्रकल्प ठिकाणी शिल्लक असलेल्या घनकचऱ्यावर (Legacy Waste) (Bio-Mining)	रु.४०,६६,००,०००/-	बी-२	वर्ग १ (अ) व त्यावरील	रु.४०,६६,०००/-	५%	रु.२८५००/- + १८% GST = ३३,६३०/-	१८ महिने

(डॉ. अचिन सांगर)

उप-आयुक्त (घ.प्र.वि.)

मिरा भाईंदर महानगरपालिका

जा.क्र.मनपा/घप्रवि/ ०२/२०२४-२५

दि. २४/०९/२०२४





MIRA-BHAINDAR MUNICIPAL CORPORATION

Solid Waste Management

Indira Gandhi Bhavan, Chatrapati Shivaji Maharaj Marg,
Bhayandar (W) 401101, Tal. Dist - Thane, 28192828



TENDER NOTICE No. 02 (2024-25)

Mira Bhaindar Municipal Corporation invites sealed tenders for following works in MBMC area in the form of Tendering. The tender form and other relevant documents will be available for download on <https://mahatenders.gov.in> in website from Dt. 24 / 09 / 2024 to Dt. 08 / 10 / 2024 till 12.00 pm. Tender Form Fee & EMD should be submitted through online receipt system. Prequalification criteria and other terms and condition mention in tender form. Pre-Bid Meeting

The last date for submission of tenders completed in all respects on Dt. 08 / 10 / 2024 up to 1.00 pm on the above mentioned website of Mira Bhaindar Municipal Corporation. If possible the tenders shall be opened in the presence of the bidders or their representatives on the Dt. 10 / 10 / 2024 at 3.00 pm at the Tender cell of Mira Bhaindar Municipal Corporation. Pre-Bid Meeting is arranged on Dt. 01 / 10 / 2024 at 12.00 pm at Hon.Commissioner office.

The Mira Bhaindar Municipal Corporation has reserve right to accept any bid or reject all bids without assigning any reasons.

Sr.No	Name of Work	Estimate Cost (In Rs.) (Excluding GST)	Tender Type	Contractor's Class	Earnest Money Deposit (EMD) (In Rs.)	Security Deposit (SD)	Cost of Tender documents (In Rs.)	Period of Completion (Excluding Monsoon)
1.	Processing Disposal of (Legacy Waste) (Bio-Mining) remaining at the Project site of Solid Waste in Mira Bhayandar Municipal Corporation Area.	Rs.40,66,00,000/-	B-2	Class 1 (A) & above	Rs.40,66,000/-	5%	RS.28500/- + 18% GST = 33,630/-	18 Months

(Dr. Sachin Bangar)
Deputy Commissioner
Solid Waste Management
Mira Bhaindar Municipal Corporation
23/09/24

No :- MNP/SWM/T/ 02 /2024-25
Date :- 24/09 /2024.





मिरा-भाईंदर महानगरपालिका

// धनकघरा प्रकल्प विभाग //

स्व. इंदिरा गांधी भवन, छत्रपती शिवाजी महाराज मार्ग, भाईंदर (प.),
ता. जि. ताणे - ४०१ १०१



जा.क्र.मनपा/धप्रवि/ ०२/२०२४-२५

दि. २४ / ०८ / २०२४

// जाहिर निविदा सूचना //

मिरा-भाईंदर महानगरपालिका हद्दीतील विविध कामांसाठी ऑनलाईन निविदा मागविणेत येत आहेत. निविदा सूचना व निविदा प्रपत्र <https://mahatenders.gov.in> च्या संकेत स्थळावर दि. २४ / ०८ / २०२४ ते दि. ०८ / १० / २०२४ रोजी १२.०० वाजेपर्यंत उपलब्ध राहणार आहेत. <http://mahatenders.gov.in> च्या संकेत स्थळावर दि. ०८ / १० / २०२४ रोजी दुपारी १.०० वाजेपर्यंत स्विकारण्यात येतील.

(डॉ. सचिन बेंगूर)
उप-आयुक्त (घ.प्र.वि.)
मिरा भाईंदर महानगरपालिका

ठिकाण - भाईंदर

दिनांक :- २४ / ०८ / २०२४



MIRA-BHAINDAR MUNICIPAL CORPORATION

Solid Waste Management

Indira Gandhi Bhavan, Chatrapati Shivaji Maharaj Marg,
Bhayandar (W) 401101, Tal. Dist - Thane, 28192828



No :- MNP/SWM/ 02 /2024-25

Date :- 24/09 /2024.

// Tender Notice //

Mira - Bhaiander Municipal Corporation's Solid Waste Management has invited the tender for Processing Disposal of (Legacy Waste) (Bio-Mining) remaining at the Project site of Solid Waste in Mira Bhayandar Municipal Corporssation Area Solid Waste Management. The tender documents are available on <https://mahatenders.gov.in.in> website from Dt. 24 / 09 /2024 to Dt. 08 / 10 /2024 till 12.00 hrs.

Tender shall submitted on <https://mahatenders.gov.in.in> website on or before Dt. 08 / 10 /2024 upto 1.00 hrs.

Dr. Sachin Bangar)
Deputy Commissioner
Solid Waste Management
Mira Bhaindar Municipal Corporation

Place :- Bhaindar

Date :- 24/09 /2024

