

Request for Proposal

For

Design, Finance, Build, Operate and Maintain a
Integrated Waste Management Facility Comprising of
Common Hazardous Waste Treatment, Storage
and Disposal Facility (HWTSDf) and Common Bio-
Medical Waste Management and Treatment
Facility (CBWTF) in Assam.

Issued by-



Pollution Control Board Assam
March 2023

RFP No: WB/G-35/2022-23/03

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Pollution Control Board, Assam

(Department of Environment & Forests : : Government of Assam)

অসম প্রদূষণ নিয়ন্ত্ৰণ পৰিষদ

(অসম চৰকাৰৰ বন আৰু পৰিৱেশ বিভাগ)



No. WB/G-35/2022-23/03

Dated Guwahati the 03rd March, 2023

DETAILED NOTICE FOR INVITING RFP

1. Pollution Control Board, Assam invites bid from the following bidders who have been short listed following the publication of the EOI vide No.WB/G-35/2022-23/01 dtd 11/01/2023 for Design, Finance, Build, Operate and Maintain an Integrated Waste Management Facility comprising of Common Hazardous Waste Treatment, Storage and Disposal Facility (TSDF) and Common Bio-medical Waste Management Treatment Facility (CBWTF) at Solid Waste Management Plant, Lekai, Thakurthan, Dibrugarh, Assam. This RFP document is issued only to the following short listed bidders:

Sl. No.	Name of the Bidder	Address
1	M/s Bharat Oil & Waste Management Ltd.	Building No. 11, LGF, Community Centre, East of Kailash, New Delhi- 110065, India
2	M/s Mumbai Waste Management Ltd	MIDC- Tajola, Behind Galaxy Surfactant, Panvel, Dist- Raigad, 410208
3	M/s En-Vision Environmental Services	201 & 301, Union Trade Center (UTC), Near Apple Hospital, Udhana Darwaja, Surat - 395002

2. A plot of land measuring around 20 acres at a suitable location within Solid Waste Management Plant, Lekai, Thakurthan, Dibrugarh, shall be handed over to the selected bidder for a period of 25 years by the Dibrugarh Municipal Board.
3. The bid documents can be downloaded from the website of the Pollution Control Board Assam i.e. www.pcbassam.org
4. The proposal along with necessary documents and bid fees must be submitted on or before due date as per the procedure given in the RFP document.
5. Schedule for proposal:

1	RFP publish date	03 rd March, 2023
2	Bid document download START	04 th March, 2023
3	Last date for submission of queries	14 th March, 2023
4	Pre bid meeting	21 st March, 2023
5	Proposal submission last date	03 rd April, 2023
6	Proposal opening and presentation by bidders	04 th April, 2023

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Head Office : Bamunimaidam, Guwahati - 781021, Assam : India.

Phone : 2652774 & 2550258 : Fax : 0361-2550259 ; Gram : POLLUTIONCONTROL

E-mail : membersecretary@pcbassam.org; Website : www.pcbassam.org

Regional Offices at : Dibrugarh, Golaghat, Sibsagar, Tezpur, Guwahati, Bongaigaon, Nagaon & Silchar.



Pollution Control Board, Assam

(Department of Environment & Forests : : Government of Assam)

অসম প্রদূষণ নিয়ন্ত্ৰণ পৰিষদ

(অসম চৰকাৰৰ বন আৰু পৰিৱেশ বিভাগ)



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6. The bidder shall have to make a detailed presentation on the concept and planning of the project.
7. All interested bidders are requested to read the bid document carefully before submission of their bid.
8. Any proposal received after the last date of submission of bids shall not be accepted.
9. The member Secretary, Pollution Control Board Assam reserves the right to make any amendments to the RFP without providing any reasons thereof:

(Shantanu Kr. Dutta)
Member Secretary

Memo No. WB/G-35/2022-23/03-A,

Dated Guwahati the 03rd March, 2023

Copy to:

- 1) The Addl. Chief Secretary to the Govt. of Assam, Environment & Forest Department for favour of kind information.
- 2) The Deputy Commissioner, Dibrugarh for favour of kind information.
- 3) The Executive Officer, Dibrugarh Municipality Board for kind information.
- 4) The Regional Head, R.O., Dibrugarh, PCBA for information.
- 5) P.A. to the Chairman of the Board for kind appraisal of the Hon'ble Chairman.

(Shantanu Kr. Dutta)
Member Secretary

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DISCLAIMER

1. Nevertheless, though extra care has been taken while preparing this *Request for Proposal*(RFP) document, there is no guarantee that in writing such documents after collecting and collating data and processing them into information, the same is without errors or is perfect. There exists room for further correcting/improvement and fine tuning. It is, therefore, highly suggested that the Bidder should study this RFP cautiously and get gratified that this document complete in all respects and hence, satisfactory. Spotting occurrence of discrepancy, if any, should be written to the below mentioned office immediately. If no intimation is received by this office, it shall be deemed that the Bidder is satisfied that the RFP document is complete in all respects.
2. Neither Pollution Control Board, Assam (PCBA) nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this document and at the same time, it is also not possible for PCBA to consider the project objectives, financial situation and other particular needs of each party who reads or uses this document. Certain prospective Bidders may have a better knowledge of the Project than others. Each prospective Bidder should conduct his own investigations and analysis and check the accuracy, reliability and completeness of the contents in this RFP and obtain independent advice from appropriate sources, if found necessary.
3. Neither PCBA nor their employees or consultants will have any liability to any prospective Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this document, any matter deemed to form part of this document, the award of the Project, the information and any other information supplied by or on behalf of PCBA or their employees, any consultants or otherwise arising in any way from the selection process for the Project.
4. PCBA reserves the right to reject any or all of the Bids submitted in response to this Request for Proposal (RFP) at any stage without assigning any reasons whatsoever.
5. PCBA reserves the right to change any or all of the provisions of this Request for Proposal. Such changes would be intimated to all parties procuring this Request for Proposal.



Request for Proposal



ABBREVIATIONS

BG	Bank Guarantee
CPCB	Central Pollution Control Board
EC	Essential Conditions
EMD	Earnest Money Deposit
GCC	General Conditions of Contract
HW	Hazardous Waste
HWM	Hazardous Waste Management
HWTSDf	Hazardous Waste Treatment, Storage & Disposal Facility
ITB	Information to Bidders
MoEF&CC	Ministry of Environment and Forest & Climate Change
PCBA	Pollution Control Board, Assam
POA	Power of Attorney
QBS	Quality Based Selection
RFP	Request for Proposal
RoB	Responsiveness of Bids
SD	Security Deposit
TPA	Tonnes per Annum
WO	Work Order

BA

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DEFINITIONS

ACT	The Companies Act, 2013 or any previous company law for the time being in force and includes any modification thereof.
AUTHORITY	PCBA or Authority means Pollution Control Board Assam and shall include its authorized successors and assigns at all times
AGREEMENT/ PROJECT AGREEMENT	Means the legal agreement including, without limitation, any and all Appendix thereto, which will be entered into between PCBA and the Successful Bidder for Hazardous Waste Treatment, Storage, and Disposal Facility . The Draft Contract Agreement is specified in Annexure- II and III of this RFP. The terms of this RFP, along with any subsequent amendments at any stage, shall become part of this Agreement.
Bid	The proposals submitted by the prospective Bidders in response to this Request for Proposal Document issued by PCBA.
BIDDER	Shortlisted companies to whom RFP has been issued and are interested in the tender opportunity
HWTSDF	A place for collection, reception, treatment, storage and disposal of hazardous wastes, which has been duly approved by the competent authority, which is for the purpose of collective use and caters to the hazardous waste disposal needs of multiple industrial waste generators.
DOCUMENT/ BID DOCUMENT	This Request for Proposal consists of following Parts. <ol style="list-style-type: none"> 1. Introduction 2. Scope of Work 3. Instructions to bidders 4. Terms and Conditions of the RFP 5. Description of the Selection Process 6. Proposal Evaluation 7. Appointment of Selected bidder and signing of agreement 8. Formats.
DEVELOPER/ OPERATOR	The agency identified as the Successful Bidder and responsible for designing, financing, establishing, operating (including receiving, storing, treating and disposing the hazardous waste) and maintaining the proposed HWTSDF.
OPERATORS DATE	Operations Date” means the date on which the Authority issues the Provisional or the Completion Certificate or Consent to Operate



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	from PCBA, whichever is earlier, and the Concessionaire commences commercial operations of the Facility by charging, demanding, collecting, retaining and appropriating User Fee from the Users
GENERATOR	The industry situated within the State of Assam generating/producing hazardous wastes.
HAZARDOUS WASTES	<i>Waste as defined under</i> Hazardous Waste (Management and Handling) Rules on July 28, 1989 under the provisions of the Environment (Protection) Act, 1986, which were further amended in the year 2000, 2003 and 2008. Subsequently, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016
PROJECT	Design, construction, operation, and maintenance of a Hazardous Waste Treatment Storage and Disposal Facility (HWTSDf) in the State of Assam
SELECTED BIDDER	“Selected Bidder” shall mean the Bidder who has secured maximum marks through the technical evaluation process of this tender as per marks mentioned in Technical Evaluation Format (1.3) of the RFP and to whom the Letter of Acceptance has been issued by PCBA
REQUEST FOR PROPOSAL	This Document, being issued to the prospective Bidders, asking for their Bid
LETTER OF ACCEPTANCE	“Letter of Acceptance” or “LOA” means the letter issued by PCBA to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
USER CHARGES/TARIFFS	Tariffs to be decided mutually between the selected Developer and the waste generator through separate membership for services to be provided by the developer to Generators/Users such as analysis, transportation, storage, preliminary & final treatment, disposal of wastes into Incinerator/PGV reactor/CLOS reactor and the disposal of Incinerator/PGV reactor/CLOS reactor residue/rejects at HWTSDf and any other services for managing the Generator’s hazardous wastes.
TREATMENT	A method or process, designed to change the physical, chemical or biological characteristics or composition of any hazardous waste so as to render such wastes harmless.

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Section 1: INTRODUCTION



1.1 Introduction

The Ministry of Environment, Forest and Climate Change (MOEF&CC), Government of India, notified the Hazardous Waste (Management and Handling) Rules on July 28, 1989 under the provisions of the Environment (Protection) Act, 1986, which were further amended in the year 2000, 2003 and 2008. Subsequently, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 are enacted by Ministry of Environment, Forest and Climate Change for effective management of hazardous waste (HW), mainly solids, semi-solids and other industrial wastes and also enable the Authorities to control storage, transportation, treatment and disposal of hazardous waste in an environmentally sound manner. The rules stipulate that hazardous waste generated from industries should be disposed in a manner so as not to cause damage to human health and environment.

1.1.1 Hazardous Waste

“Hazardous Waste” means any waste which by reason of characteristics such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive, causes danger or is likely to cause danger to health or environment, whether alone or in contact with other waste or substances. Hazardous Waste Management, the collection, treatment, and disposal of waste material that, when improperly handled, can cause substantial harm to human health and safety or to the environment. Hazardous Wastes (HW) can take the form of solids, liquids, sludge's, or contained gases, and they are generated primarily by chemical production, manufacturing, and other industrial activities. They may cause damage during inadequate storage, transportation, treatment, or disposal operations. Improper hazardous-waste storage or disposal frequently contaminates surface water and groundwater supplies as harmful water pollution and can also be a source of dangerous land pollution. Hazardous waste generated at a particular site often requires transport to an approved treatment, storage, or disposal facility (TSDF). Because of potential threats to public safety and the environment, transport is given special attention by governmental agencies. Two basic methods of land disposal include land filling and underground injection. Prior to land disposal, surface storage or containment systems are often employed as a temporary method. Temporary on-site waste storage facilities include open waste piles and ponds or lagoons. New waste piles must be carefully constructed over an impervious base and must comply with regulatory requirements similar to those for landfills. A common type of temporary storage impoundment for hazardous liquid waste is an open pit or holding pond, called a lagoon. New lagoons must be lined with impervious clay soils and flexible membrane liners in order to protect groundwater. Leachate collection systems must be installed between the liners, and groundwater monitoring wells are required. Except for some sedimentation, evaporation of volatile organics, and possibly some surface aeration, open lagoons provide no treatment of the waste. Accumulated sludge must be removed periodically and subjected to further handling as a hazardous waste.

As per latest inventory of Hazardous waste, the estimated Hazardous waste generation the state of Assam in the year 2021-22-

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Sl. No	TYPE OF WASTE	APPROX. QUANTITY (MT)
1	Landfill able waste	30,000
2	Recyclable waste	7500
3	Incinerable waste	300
4	Utilizable waste	100000
TOTAL		137800

*Around 80% of the Utilizable Hazardous waste is utilized/ reused by the industries captively.

1.1.2 Biomedical waste

According to Biomedical Waste (Management and Handling) Rules, 1998 of India "Any waste which is generated during the diagnosis, treatment or immunization of human beings or animals or in research activities pertaining thereto or in the production or testing of biological" The Government of India (notification 1998) specifies that Hospital Waste Management is a part of hospital hygiene and maintenance activities. This involves management of range of activities, which are mainly engineering functions, such as collection, transportation, operation or treatment of processing systems, and disposal of wastes. Healthcare waste has always been considered hazardous because of its inherent potential to cause injuries and spread infections in the community. It also poses a threat of contamination of soil, air, water bodies and underground water table. Such waste gets 4 generated at many sources - hospitals, health clinics, nursing homes, research laboratories, etc. including during home care. Now under the recently notified Biomedical Waste Rules 2016, its scope has been widened to include the healthcare waste generated in first-aid rooms in schools & colleges, waste from outreach sessions like immunization services, AYUSH hospitals, etc. Bio Medical waste (Management & Handling) rules were initially notified on 20th July 1998 by the Ministry of Environment, Forests and Climate change, Government of India and the rules were applicable to all healthcare facilities handling more than 1000 patients in a month. Recently the rules underwent major amendments and the amended rules have been notified on 28th March 2016.

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Section 2: SCOPE OF WORK

The Successful Bidder is expected to be responsible for the following but not limited to as part of Designing, Construction, Establishing and Operating the Project:

2.1 DESIGN, FINANCE AND CONSTRUCTION OF A HWTSDF IN THE STATE OF ASSAM:

1. The successful bidder may separately estimate the quantum of hazardous waste available for disposal in the state and build the INTEGRATED HWTSDF AND CBWTF accordingly as per Central Pollution Control Board (CPCB) Guidelines (Criteria for Hazardous Waste Landfill; HAZWAMS/17/2000-01) & Hazardous Wastes and Other Wastes (Management and Transboundary Movement) Rules, 2016.
2. Successful bidder shall design Integrated HWTSDF and CBWTF and get approval from PCBA as per Hazardous Wastes and Other Wastes (Management and Transboundary Movement) Rules, 2016.
3. The site infrastructure shall include infrastructure as per CPCB Guidelines (Criteria for Hazardous Waste Landfill; HAZWAMS/17/2000-01).
4. Installation Facility of pre-processing of Incinerable Hazardous Waste for co-processing in the cement industries.
5. Construction of the Integrated HWTSDF and CBWTF shall be carried out as per specifications laid down by CPCB & MoEF&CC.
6. To carry out all the required technical studies as per the norms/Guidelines of the CPCB, MoEF&CC & PCBA.
7. To carry out EIA (Environment Impact Assessment) of the Integrated HWTSDF and CBWTF site and shall also carry out Public hearing as per norms at own cost.
8. To obtain all the clearances in pre-construction (ex: Environment Clearance, CTE etc.) etc. from the respective Competent Authorities.
9. Before commissioning/during construction phase of the Integrated HWTSDF and CBWTF, successful Bidder shall have to comply all the Amendments in Guidelines/Direction/instruction issued by the CPCB, MoEF&CC & PCBA.
10. Successful bidder has to submit quarterly third party (Approved Agencies of National Reputation) inspection report of Construction work based on the approved drawing.

2.2 OPERATION AND MAINTENANCE OF HWTSDF IN THE STATE OF ASSAM

1. The successful bidder has to comply all the applicable norms and their amendments from time to time including the guidelines of CPCB for the operation & maintenance of Integrated



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HWTSDF and CBWTF.

2. Transportation of hazardous waste from Generator's facility to the Integrated HWTSDF and CBWTF. The successful bidder should ensure at least one visit to each HW generating facility in 90 days period.
3. Unloading, storage, treatment (whenever required) and disposal of HW received at integrated HWTSDF and CBWTF facility.
4. The transportation of HW from Generators Facilities to integrated HWTSDF and CBWTF shall be strictly according to the Hazardous and Other Wastes (Management and Transportation Movement) Rules 2016 and successful bidder shall follow the conditions/ guidelines issued by the CPCB for transportation of hazardous waste vide document No. HAZWAMS/33/2005 – 2006.
5. Successful bidder shall follow the Manifest system laid down in the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
6. The substitute vehicle should be SPCB authorized for Hazardous Waste transport.
7. The successful bidder will be fully responsible for any Environmental Hazard during transportation, storage, handling, treatment & disposal of Hazardous waste.
8. Successful bidder shall process the HW in an environmentally sound manner so as to prevent potential adverse effects on the environment and health of the public.
9. Successful bidder shall handle the HW at their facility as per Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
10. Successful bidder shall follow the protocols for the performance Evaluation and monitoring of Integrated HWTSDF and CBWTF evolved by CPCB.
11. Successful bidder shall follow the standard procedures for carrying out the Comprehensive analysis as per CPCB guidelines and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
12. Inspection of hazardous waste as per the manifest system prescribed under Hazardous And Other Wastes (Management and Transboundary Movement) Rules, 2016 as well as the authorization issued by PCBA to the Generator in respect of class of waste, quantum of waste, method of treatment and disposal there under at the Generator's facility and acceptance for preliminary investigations and detailed analysis at the integrated HWTSDF and CBWTF.
13. Collection of Charges from Generator.
14. Monitoring of on-site emissions/leachate /effluent from all the possible sources of integrated HWTSDF and CBWTF including emergency preparedness (monitoring, safety & security, contingency plan, risk management and emergency procedures).



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15. Successful bidder shall have to co-operate throughout the project with the representatives
16. PCBA during the inspection of site.
17. Interstate movement of hazardous wastes to Integrated HWTSDf and CBWTF is restricted. In a special case, where transportation of HW from other state to Assam become essential; the successful bidder shall obtain prior permission from the PCBA before collection & disposal of Hazardous Waste.
18. Reporting to regulatory authorities (PCBA) on regular basis (Record keeping).

2.3 CLOSURE & POST CLOSURE PERIOD

1. To undertake closure and post closure measures and Environmental monitoring of exhausting of site capacity for the period of next 25 years as per Central Pollution Control Board (CPCB) Guidelines (Criteria for Hazardous Waste Landfill; HAZWAMS/17/2000-01) from time to time.
2. Environment Monitoring Systems like Ground water monitoring wells, Air Quality systems, vadose zone Monitoring systems, etc. have to be maintained during the entire Post Closure Period as per Central Pollution Control Board (CPCB) Guidelines (Criteria for Hazardous Waste Landfill; HAZWAMS/17/2000-01).

2.4 DESIGN, FINANCE AND CONSTRUCTION AND OPERATION OF A CBWTF IN THE STATE OF ASSAM:

1. The successful bidder shall design and construct a CBWTF with adequate facility for treatment of all kinds of bio-medical waste generated as per the provisions of the Bio-Medical Waste Management Rules, 2016 and CPCB guideline.
2. The successful bidder shall obtain all necessary permissions and clearances from competent authority (EC, CTE, CTO etc.)
3. The successful bidder is bound to provide services to all occupiers of Health Care Facilities within 75 kms radius or as directed by PCBA, who opts for such service during the contract period.
4. Maintain all the records related to Bio Medical Waste management of all health facilities. Daily records shall be maintained for the waste removed, accepted and treated in r/o each healthcare facility. This record shall include the 7 details such as Collection time, date, name of health facility, waste category as per rules and its quantity, vehicle number and receiving date.
5. Online continuous emission monitoring system shall be installed in the CBWTF and real time data have to be transmitted to CPCB and PCBA.
6. The CBWTF operator would maintain all mandatory records and documents as required under the BMW Rules 2016 (and its amendments), Government notification, and other regulatory bodies of the state & district.
7. The successful bidder shall recruit its own personnel for handling Bio Medical Waste.
8. The CBWTF will supply plastic colored bags for every point of generation and collection to the occupier of Health Facility on monthly basis. Such bags would have bar-coding as given in



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BMW Rules 2016 and meet government approved technical specifications. Occupier of Health Facility will provide the estimated requirements for such bags on quarterly basis.

2.5 SITE FOR THE Integrated Waste Management Facility

The Govt. of Assam has identified a plot measuring around 20 acres within Solid Waste Management Facility, Lekai, Thakurthan, Dibrugarh

The said land shall be handed over to the selected bidder within 15 days from signing of contract agreement by Dibrugarh Municipal Board.

Section 3: INSTRUCTION TO BIDDERS

A. GENERAL

3.1 Introduction to this Bid Proposal

PCBA intends to invite proposals through this RFP. The Technical Bid, along Bid Fee along with all necessary documents is to be submitted in hardcopy in the office of the Member Secretary, Pollution Control Board Assam.

3.2 Bid Availability & Validity

Bid documents can be downloaded from the web site www.pcbassam.org up to the date and time mentioned in the RFP Notice “WB/G-35/2022-23/02 dtd. 3rd March 2023”.

The proposal should be valid for acceptance for a minimum period of 90 days from the Bid Due Date/Bid Submission Date (the “Proposal Validity Period”). If required, Authority may request the bidder to have it extended for a further period.

3.3 Governing Law & Jurisdiction

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

3.4 Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, scope of work, all instructions, forms, terms and conditions of RFP, local conditions and any other matter considered relevant by them before submitting the Bid by paying *a visit to the site*, sending written queries to the Authority, and attending a Pre-Bid meeting.

3.5 Acknowledgement by Bidder

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

- a) made a complete and careful examination of the RFP



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- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority
- d) acknowledged that it does not have a Conflict of Interest
- e) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- f) The Authority shall not be liable for any omission, mistake, or error in respect of or any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

3.6 Code of Integrity

The PCBA as well as bidder should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the Bid process or during execution of resultant contracts. The bidders should sign a declaration about abiding by the Code of Integrity in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.

B. The Bidding Documents

3.7 Content of Bidding Documents

The goods/services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids and Critical Date Sheet have been divided into 5 Sections as under:

- Chapter 1: Introduction
- Chapter 2: Objective and Scope of Work
- Chapter 3: Instruction to Bidders
- Section 4: General Conditions to Contract
- Section 5: Description of the Selection Process
- Section 6: Evaluation Process
- Section 7: Appointment of Selected bidder and signing of agreement
- Section 8: Formats and Annexures

Documents contained in this RFP:

- ❖ Covering Letter
- ❖ Demand draft of Rs. 10,000/- as bid fee
- ❖ Details of Bidder
- ❖ Technical Bid Format
- ❖ Experience Statement
- ❖ HR Proposed for this Work
- ❖ Proposed Concept Plan, Methodology and Work Plan for performing the assignment
- ❖ Format for Power of Attorney for signing bid



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- ❖ Format for declaration by the bidder for code of integrity and Conflict of interest.
- ❖ Affidavit of self-certification regarding minimum local content
- ❖ Non-Disclosure Agreement

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

3.8 Clarification of Bid Documents

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the PCBA in writing at the PCBA's address specified in this RFP, latest by the date specified in the schedule of Bidding process or correspond through "seek clarification" on membersecretary@pcbassam.org. No request for clarification or query shall normally be entertained after the deadline/pre-bid conference if any. Should the PCBA deem it necessary to amend the BID Documents as a result of a clarification, it shall do so following the procedure under Clause relating to amendment of Tender Documents and Clause relating to Deadline for Submission of Bids. The queries, clarifications and amendments issued would also be hosted on the website of the PCBA as corrigendum on www.pcbassam.org for the benefit of the other prospective bidders and also shall be sent to all bidders.

3.9 Amendment of Tender Documents

3.9.1 At any time prior to the deadline for submission of bids, the PCBA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the tender documents by amendment. The same would also be hosted on the website of the PCBA and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments. The modified tender document would also be made available at www.pcbassam.org as a corrigendum.

3.9.2 In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the PCBA, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the PCBA.

C. PREPARATION OF BIDS

3.10 Language of Bid

3.10.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the PCBA shall be written in English language only.

3.10.2 The Bidder shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Bidder.

3.11 Documents Comprising the Bid

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The bid prepared by the Bidder shall include documents as under:



A. Technical bid

Sr. No.	Forms	Particulars
1.	Form 1.1	Covering Letter
2.		Demand draft of Rs. 10,000/- as bid fee
3.	Form 1.2	Details of Bidder (Form 1.2)
4.	Form 1.3	Technical Bid Format
5.	Form 1.4	Experience Statement
6.	Form 1.5	HR Proposed for this Work
8.	Form 1.6	Proposed Concept Plan, Methodology and Work Plan for performing the assignment
9.	Form 1.7	Format for Power of Attorney for signing bid
10.		Format for declaration by the bidder for code of integrity and Conflict of interest
11.		Affidavit of self-certification regarding minimum local content
12.	Form 1.8	Non-Disclosure Agreement

3.12 Bid forms

The bidder shall complete the Bid Forms furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted.

3.13 Documents Establishing Bidder's Eligibility and qualifications

3.13.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.



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3.13.2 The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the PCBA's satisfaction that;

- i. The bidder meets the qualification criteria listed in bidding documents.
- ii. The bidder is experienced in design, implementation and operation and maintenance of such a project.
- iii. The bidder is experienced in handling and transportation of HW as per the guidelines and rules.
- iv. The bidder is clean, responsible and accountable and has not violated the existing pollution and other statutory rules and regulations.

3.13.3 Conditional tenders shall not be accepted.

3.16 Bid Security

3.16.1 The shortlisted Bidder has already furnished, as part of its participation in the already floated EOI, a Bid Security (BS) for an amount as was specified in the EOI.

3.16.2 The bid security is required to protect the PCBA against the risk of Bidder's conduct, which would warrant the security's forfeiture.

3.16.3 The bid security was in Indian Rupees for EOI received.

3.16.4 The bid security submitted in its original form shall be considered for this RFP.

3.16.5 The bid security of unsuccessful bidder will be discharged/returned as promptly as possible positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

3.16.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security, without any interest.

3.16.7 The bid security may be forfeited:

- (a) If a Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and/or fails to furnish Performance Security within 21 days from the date of contract/ order.

3.16.8 The Bid Security may further be converted into performance security at the request of the bidder provided the balance amount is deposited with PCBA.

3.17 Period of Validity of Bids

3.17.1 Bids shall remain valid for minimum of 180 days after the date of bid opening prescribed by the PCBA. A bid valid for a shorter period shall be rejected by the PCBA as non-responsive.



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3.17.2 In exceptional circumstances, the PCBA may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by post, fax or email). The bid security provided shall also be suitably extended failing which the bid would be summarily ignored. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

3.17.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

3.18 Formats and Signing of BID

3.18.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid detailing his/her name and contact details.

3.18.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

3.18.3 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats and complete in all respects.

D. Submission and sealing of Bids

- a) The Bid Fee in Demand Draft shall be sealed separately in an envelope on which the following shall be super scribed:

“Envelope 1 – Bid Fee for RFP No.:

- b) The Technical Proposal shall be sealed separately in an envelope on which the following shall be super scribed:

“Envelope 2 – Technical Proposal for RFP No.:

The bidder shall submit all the relevant documents so as to ascertain the claims made. The documents of Technical Proposal shall be as per the Appendix of this RFP and should comprise of all documents required to be submitted as per the said Appendix.

- c) **Outer Envelope :** Both the above stated envelopes, shall be place in a large envelope / outer envelope containing above envelopes must be sealed and superscribed.

Details to be mentioned on sealed envelope



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Tender Details :	To, Member Secretary, Pollution Control Board, Assam, Bamunimaidam, Guwahati-21.
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- d) The Bidders are required to submit its Proposal on or before the due date.
- e) If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder. Proposals submitted by fax, telex, telegram, or e-mail shall not be entertained and shall be rejected.

3.19 Deadline for Submission of Bids

3.19.1 Bids must be submitted by the date as per the Schedule mentioned in this RFP.

3.19.2 The PCBA may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the PCBA and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Such amendments would appear as a corrigendum on www.pcbassam.org.

3.20 Late Bids

3.20.1 Any bid received by the PCBA after the deadline for submission of bids prescribed by the PCBA will be rejected.

3.20.2 Such tenders shall be marked as late and not considered for further evaluation.

3.21. Withdrawal, substitution and Modification of Bids

3.21.1 Proposal once filled in, submitted shall not be allowed to be withdrawn till the validity of the bid remains in force or else the Earnest Money Deposit shall be liable for forfeiture.

3.21.2 Any alteration/modification in the Proposal or additional information supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

3.22 Opening of Bids by the PCBA

3.22.1 The opening of the bids would be done at the time enumerated in the schedule of Bid process in this RFP. In the event of the specified date of Bid opening being declared a holiday for the PCBA, the



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Bids shall be opened at the appointed time and location on the next working day. In two-part bidding, the financial bid shall be opened only after technical evaluation.

3.22.2 Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

3.23 Confidentiality

3.23.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

3.23.2 Any effort by a Bidder to influence the PCBA in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

3.24 Clarifications of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the PCBA may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the PCBA. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the PCBA shall not be considered.

3.25 Preliminary Examination

3.25.1 The PCBA shall examine the bids to confirm that all documents and technical documentation requested in Clause 3.11 have been provided, and to determine the completeness of each document submitted.

3.25.2 The PCBA shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

- a) Bid Forms in accordance with Clause 3.11;
- b) All the tenders received will first be scrutinized for their responsiveness based on the documents submitted as per the RFP. The following are some of the important points, for which a Bidder may be declared as unresponsive and to be ignored, during the scrutiny:
 - i) The Bid is unsigned.
 - ii) The Bid validity is shorter than the required period
 - iii) Bidder has not agreed to give the required performance security.
 - iv) Against the schedule of Requirement (incorporated in the tender enquiry), the bidder has not quoted for the entire requirement as per RFP
 - v) The bidder has not agreed to some essential condition(s) incorporated in the Bid enquiry



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3.26 Bidder's right to question rejection

3.26.1 A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- I. Only a bidder who has participated in the concerned procurement process i.e. bidder registration or bidding, as the case may be, can make such representation;
- II. Following decisions of the PCBA in accordance with the provision of internal guidelines shall not be subject to review:
 - a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) Cancellation of the procurement process except where it is intended to subsequently retender the same requirements;
 - f) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
 - g) Complaints against specifications except under the premise that they are vague.

3.26.2 In case a Bidder feels aggrieved by the decision of the PCBA, he may then send his representation in writing to the PCBA's address within 05 working days from the date of communication of the PCBA intimating the rejection for reconsideration of the decision by the PCBA.

3.27 Responsiveness of Bids

3.27.1 Prior to the detailed evaluation, the PCBA will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- a. Affects in any substantial way the scope, quality, or performance of the Related Services specified in the Contract; or
- b. Limits in any substantial way, inconsistent with the Bidding Documents, the PCBA's rights or the Bidder's obligations under the Contract; or
- c. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

3.27.2 The PCBAs' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

3.27.3 If a bid is not substantially responsive, it will be rejected by the PCBA and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

3.28 Non-Conformity, Error and Omission



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3.28.1 Provided that a Bid is substantially responsive, the PCBA may waive any nonconformities or omissions in the Bid that do not constitute a material deviation.

3.28.2 Provided that a bid is substantially responsive, the PCBA may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non material non conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

3.29 Examination of Terms & Conditions, Technical Evaluation

3.29.1 The PCBA shall examine the Bid to confirm that all terms and conditions specified in the RFP have been accepted by the Bidder without any material deviation or reservation.

3.29.2 The PCBA shall evaluate the technical aspects of the Bid submitted, to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

3.29.3 If, after the examination of the terms and conditions and the technical evaluation, the PCBA determines that the Bid is not substantially responsive in accordance with ITB Clause 3.28, it shall reject the Bid.

3.30 Evaluation and comparison of bids

3.30.1 The PCBA shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

3.30.2 The PCBA will request the responsive bidders to make a Technical Presentation against the Technical Bid filled by them to explain the processes they would adapt to including the handling & transportation of HW.

3.30.3 To evaluate a Bid, the PCBA shall only use all the factors, methodologies and criteria defined in the Evaluation Process. No other criteria or methodology shall be permitted.

3.30.4 The PCBA shall compare all substantially responsive bids to determine the highest valued bid, in accordance with Form 1.3 (Technical Bid Format).

3.31 Contacting the PCBA

Any effort by a Bidder to influence the PCBA in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

3.32 Post qualification

3.32.1 The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications



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submitted by the Bidder, as well as such other information as the PCBA deems necessary and appropriate.

3.32.2 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

E. SCHEDULE OF BIDDING PROCESS

The Authority shall endeavor to adhere to the bidding schedule as specified in table below:

1	RFP publish date	03 rd March 2023
2	Bid document download START	04 th March 2023
3	Last date for submission of queries	14 th March 2023
4	Pre bid meeting	21 st March 2023
5	Proposal submission last date	03 rd April 2023
6	Proposal opening and presentation by bidders	04 th April 2023

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Section 4: TERMS & CONDITIONS OF THE RFP

- 4.1 The Bidder shall fix the charges to be collected from HCFs for management of BMW in consultation with association of Health care facilities, PCBA and HFW Dept., Govt. of Assam.
- 4.2 The Tariff/ charges for manage shall be fixed in consultations with stake holders and get the rates approved by PCBA shall get approval from PCBA
- 4.3 Successful bidder is required to submit a detailed report/proposal on the Best Available Technology for Treatment, Storage, and Disposal of Hazardous Waste including incineration/pre-processing and development of secured landfill considering the hazardous waste quantity and characteristics, CPCB Guidelines, Hazardous Wastes and Other Wastes (Management and Transboundary Movement) Rules, 2016.
- 4.4 The successful bidder shall have the right to develop the Project Facilities using such technology that it considers suitable & commercially viable for the purposes of implementing the Project, in accordance all the Applicable Laws.
- 4.5 For disposal of waste any bulking factor/cost of neutralization, handling charges will be additional based on the characteristics of waste and requirement of the customer on mutually agreed terms.
- 4.6 Bidder shall have to maintain the Escrow account and submit the statement every year to PCBA.
- 4.7 Selected Bidder shall undertake project on ***Design, Finance, Build, Own, Operate and Transfer (DFBOOT)*** basis.
- 4.8 The Bidding Company should be a company under The Companies Act, 2013 or any previous company law OR incorporated entities under equivalent Acts, in case of foreign entities participating in Bid.
- 4.9 Bidder not complying with the above may be disqualified from further evaluation.
- 4.10 Selected Bidder shall design, develop and maintain the project during the Contract Period. Provided in the event of earlier termination of the Contract, this period shall be ending with the date of termination of the Contract (the "License Period/Contract Period").
- 4.11 The eligible and technically qualified bidder shall be considered the Selected Bidder as per the terms of this RFP.



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- 4.12 It shall be the responsibility of the bidder to make necessary adjustments / repairs / developments/ maintenance to keep the systems up and running and in good working condition.
- 4.13 The vehicles for transportation of waste under this contract shall be of Special LOGO or Color and they may be situated at different locations within the State limit.
- 4.14 The bidder will be bound by the details furnished by him/her to PCBA, while submitting the tender or at subsequent stage. In case, any of such documents furnished by the agency is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable to legal action besides termination of contract.
- 4.15 **Intellectual Property Rights:** PCBA shall remain the owner of the Land allotted to Bidder. All intellectual property rights in the HWTSDf and CBWTF artifacts whether in tangible or intangible form shall belong to PCBA and the selected agency has no right to assign, sell, or use any content conceptualized, created and implemented under this engagement and/or accompanying Agreement to any third party under any circumstances.
- 4.16 The selected bidders must coordinate between PCBA and other Govt. departments to achieve the objective of HWTSDf and CBWTF.
- 4.17 **Exit Management:** The exit process would start at the beginning of the last quarters in case contract is not extended further. At the beginning of the last quarter of the end of the contract period or in the event of termination of contract, the Implementation Agency is required to provide necessary handholding and transition support, which shall include but not limited to, conducting detailed walkthrough and demos/drills for HWTSDf project services, project documentation, etc., and addressing the queries/clarifications of new Implementation Agency selected by PCBA. Implementation Agency shall provide support in terms of smooth handing over of its services. At the end of the Contract Period or earlier Termination of Contract due to Implementation Agency's event of default, the Implementation Agency shall transfer ownership of all code developed along with updated documentation for HWTSDf Project to Authority at no cost to Authority.
- During the contract period, the Implementation Agency shall ensure that all the documentation including policies, procedures, etc. are kept up to date and the same are handed over to PCBA during the Exit management process.
- 4.18 During the bidding process or during the contract period, if any bidder is found involved in fraudulent and corrupt practices, PCBA reserves the right to reject the bid or cancel the contract, forfeiting the EMD and security deposit.



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Section 5: DESCRIPTION OF THE SELECTION PROCESS

5.1 Selection Process

The submission of Bids by interested parties in response to the *Request for Proposal* should be in two separate sealed covers as indicated below.

Cover 1: Bid Fees

Cover 2: Technical Proposal

The Bids received would be subject to a responsiveness check followed by a step-wise evaluation procedure as described below.

5.2 Responsiveness of Bid

The Bids submitted by Bidders shall be initially scrutinized to establish “Responsiveness”. A Bid may be deemed “Non-responsive” if it does not satisfy any of the following conditions:

- i. It is not received by the due time and date as specified
- ii. It does not include sufficient information for it to be evaluated and/or is not in the format specified
- iii. It is not signed and /or sealed in the manner and to the extent indicated in Section D of this RFP Document.
- iv. It is not accompanied by a valid Bid Security.

The Bids of “Responsive” Bidders shall be evaluated in the following steps:

5.3 Evaluation of Technical Proposal

In this stage the Technical proposal of the Bidder in establishing the proposed integrated HWT SDF and CBWTF would be assessed. The Bidders shall provide a Technical Proposal based on the requirements given in the RFP, setting out the proposed plan for implementation of the Project. The Technical Proposal shall comprise the technical approach and methodology for collection and transportation, processing and disposal of integrated HWT SDF and CBWTF and decommissioning of existing site, implementation schedule and timelines, manpower deployment, etc. The Technical Proposal shall be in adherence to the HWT SDF and CBWTF Rules.

The Bidders would be ranked on parameters as per “Form –1.3” (Criteria for Evaluating Technical Proposal).



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Section 6: EVALUATION PROCESS

Evaluation process will be based on
Quality Based Selection (QBS)

6.1 Opening of Cover 2

The PCBA shall open the Proposals received to this RFP, at the time, date and Place specified above.

6.2 Evaluation of Technical Bid/Proposal

The Bidders shall be required to submit all the documents as listed in this RFP document as per clause 3.11 in support of their proposal. The PCBA shall then examine and evaluate the Technical Bids as per the evaluation steps specified below:

a) Test of Responsiveness

- 1) Prior to evaluation of Technical Proposals (i.e. Technical Proposal Evaluation Criteria), the PCBA shall determine whether each Bid/Proposal is responsive to the requirements of this RFP. A Bid/proposal shall be considered responsive only if:
 - (i) It is received as per the format specified in RFP and prior to Proposal Date and time.
 - (ii) Technical Proposal along with the supporting documents are received through RPAD/Speed Post only.
 - (iii) It is signed, sealed
 - (iv) It contains all the information, Appendices, documents, and Authorizations
 - (v) It does not contain any condition.
 - (vi) It is not non-responsive in terms hereof and any other conditions specified elsewhere in RFP.
- 2) The PCBA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the PCBA in respect of such Proposal.
- 3) Evaluation of Technical Proposal Criteria of only those Bidders shall be carried out whose Bids/proposals is determined to be responsive.

(b) Assessment of Technical Proposal

The proposals shall be evaluated by the Technical Evaluation committee (TEC) and the decision of the TEC shall be final and binding. No clarification on the TEC's decision shall be entertained.

6.3 Verification And Disqualification

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6.3.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, 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 Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

6.3.2 The Authority reserves the right to reject any Proposal and forfeit the EMD if:

- At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
- Bidder or its parents/subsidiary/sister concerned from whom it is taking credit for meeting Qualification Criteria is blacklisted/banned by any Government Agency in India or abroad.
- The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- In case of fraudulent Bid/proposal and involved in fraudulent and corrupt practice
- Bidder makes an effort to influence Authority in its decisions on Evaluation process/Selection process.
- While evaluating the Proposal, if it comes to Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal.
- A bidder who submits or participates in more than one Bid/ Proposal under this RFP.

Such misrepresentation/blacklisting shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids/Proposals have been opened and the Selected Bidder gets disqualified /rejected, then the Authority reserves the right to:

- a. invite the remaining Bidders to submit their Bids/proposals, or
- b. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

In case it is found during the evaluation of Proposals or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/ conditions have not been met by the Bidder, or the Bidder 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 Selected Bidder either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Successful Bidder or the Selected Bidder, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or the Selected Bidder. In such an event, the Authority shall be entitled to forfeit the EMD, as the case may be, without



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prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

6.4 Contacts during Proposal Evaluation

Proposals shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. 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, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.

6.5 Correspondence with Bidder

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

6.6 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 Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority 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 the Authority or as may be required by law or in connection with any legal process.



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Section 7: APPOINTMENT OF SELECTED BIDDER & SIGNING OF AGREEMENT

7.1 Selection of Bidder

Subject to the provisions of clause 5 and clause 6, the Bidder whose Bid is

- adjudged as responsive in terms of clause 6.2(a)
- meeting the Technical Proposal Evaluation Criteria as per clause 5.3 and
- On evaluation as per clause 6.2 has been determined on QBS basis. The Bidder with the highest score would be awarded the contract.

7.2 Notification of Award

- a) Authority shall notify the Selected Bidder(s) as the Successful Bidder through letter that its/their Bid has/have been accepted (the “Successful Bidder(s)”). This letter (“Letter of Award”/ “LOA”) shall be issued, in duplicate and shall specify the sum which the Authority shall pay to the Successful Bidder in consideration of the project scope as per the terms of Contract.
- b) Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the authority will take suitable actions including blacklisting of the bidder.

7.3 Signing of Contract Agreement

- a) After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the Security Deposit as per clause 7.4, to execute/sign the Agreement within fifteen (15) days from the date of LOA. The Successful Bidder shall not be entitled to seek any deviation, modification, or amendment in the Draft Contract Agreement.
- b) The Draft copy of Concession Agreements is specified in Annexure II
- c) The Successful Bidder shall get correct amount of Stamp Duty adjudicated, at Guwahati in accordance with applicable law, and submit the same in two copies duly stamped and executed within fifteen (15) days from the dispatch of Letter of Award. Stamp Duty, and any other charges as may be levied under applicable law, shall be paid by the Successful Bidder.



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7.4 Security Deposit

- a) The successful bidder will be required to place Security Deposit of Rs. 20,00,000/- by Demand Draft or Banker's Cheque Payable at Guwahati in favor of "Pollution Control Board, Assam" of any scheduled/nationalized bank within 10 days from the date of notice of award of contract/LOA, failing which a penalty at 0.065% of the amount of security deposit will be imposed for delay of each day. The EMD placed may be considered for conversion towards the security deposit and amount falling short of the required amount shall be payable.
- b) If the Bidder, fails to furnish the Security Deposit, it shall be lawful for the Authority to forfeit the EMD and cancel the contract or any part thereof.
- c) The Authority shall be entitled to forfeit and appropriate the amount of the Security Deposit in whole or in part: i) In the event the Authority requires to recover any sum due and payable to it by the Selected Bidder including but not limited to Damages; and which the Selected Bidder has failed to pay in relation thereof; and ii) In relation to Selected Bidder's Event of Default in accordance with the terms contained in the Agreement. d) At the end of the Contract Period, the Security Deposit shall be returned to the Selected Bidder without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues in terms of penalties/deductions under the terms of the Contract Agreement.

7.5 Annulment of Award

Failure of the Successful Bidder to submission of Security Deposit and signing of Agreement as per RFP terms and any other requirements and /or the provisions of RFP and the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

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FORMATS AND ANNEXURES

Form 1.1: Covering Letter



(On letterhead of the Bidder, including full postal address, telephone, fax, email, addresses) Date.....

To,

The Member Secretary,
Pollution Control Board, Assam,
Bamunimaidam,
Guwahati-21.

Dear Sir,

REF: No.WB/G-35/2022-23/02 dtd. 02/03/2023

1. Being duly authorized to represent and act on behalf of..... (hereinafter “the Bidder”), and having reviewed and fully understood all the information provided in the RFP document, the undersigned hereby applies as a Bidder for the Project.
2. Attached to this letter are certified copies of original documents defining:
 - (a) Incorporation as per the Companies Act along with Memorandum and Article of Association, service tax registration whichever is applicable
 - (b) The Bidder’s principal place of business; and
 - (c) The place of incorporation; or the place of registration (or Income Tax registration)
 - (d) Required Bid processing fees
3. PCBA and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from client(s) regarding any technical aspects hereof by way of letters or otherwise from any such institutions, in order to verify statements and information provided in this application, or with regard to our resources, experience, and competence.
4. This application is made in the full understanding that :
 - a) Our proposal and any information submitted at the time of bidding will be subject to verification by PCBA.
 - b) PCBA reserves the right to reject or accept any application , cancel the qualification/ Bid process and reject all applications; and



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- c) PCBA shall not be liable for any such actions as at (b) above and shall be under no obligations to inform us of the grounds for the same.
5. We confirm that in the event our bid is successful resulting in award of contract, the same will be signed so as to legally bind all the concerned jointly and severally.
 6. We confirm that we agree with the terms and conditions provided in RFP. The Proposal submitted by us shall be valid for a period of Proposal Validity Period specified in RFP.
 7. The Bid of stipulated amount in the form of the Demand draft.
 8. The undersigned declares that the statements made and the information provided in the duly completed application is complete, true and correct in every detail.

Signature of Authorized Signatory (with official Seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

For and on behalf of (name of bidder)

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Form 1.2: Details of the Bidder

(Required from each member)



Sr. No.	Description	Details (to be filled by the responder to the RFP)
1	Name of the Agency	
2	Official address	
3	Phone No. and Fax No.	
4	Corporate Headquarters Address	
5	Phone No. and Fax No.	
6	Web Site Address	
7	Details of Agency's Registration (Please enclose copy of the Agency registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	Sales Tax /VAT registration No.	
11	Permanent Account Number (PAN)	
12	Registration details under the Companies Act 1956	
13	No. of years of operation in India	
14	GST No.	

Please submit the relevant proofs for all the details mentioned above .

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Contact Person
Name		
Title		
Agency's Address		
Phone		
Mobile		
Fax		
E-mail		
Signature		



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Form 1.3: Technical Bid Format

Sl. No.	Parameters	Criteria for Evaluation with documentary proof, wherever required	Maximum Score
1.	Previous Experience and Infrastructure		
	<p>(a) Previous experience in collection, transportation, treatment and disposal of Hazardous waste at their HWTSD Facility [15 marks]</p> <p>(b) Previous experience in collection, transportation, treatment and disposal of BMW [10 marks]</p> <p>(c) Having an integrated HWTSDF along with CBWTF [5 marks]</p>	1. Please provide the copy of consent to Establish, Consent to Operate, Work order.	30
2.	Project Design		
	<p>(a) Proposed methodology for development of TSDF and CBWTF [20 marks]</p> <p>(b) Area allocation statement – set out the area utilization plan for the Site and Project Facilities including the hazardous waste collection, processing facility, any other facilities and common areas etc. [5 marks]</p> <p>(c) Implementation Plan – present a detailed activity schedule along with milestones for the Project. This should include a schedule for procuring, installing, deploying equipment (including bins, ancillary equipment as applicable) for collection, transportation and disposal of HW in the Site. This should also outline the timeline envisaged for obtaining various Government approvals. [10 marks]</p>		35
3.	Operation and Maintenance		
	<p>(a) Capacity of Annual Waste Handling of HW & BMW [15 marks]</p> <p>(b) Resource Utilization Statement - Indicating the proposed organizational structure, employee deployment, equipment procurement and utilization, contracting activities, utilization of office and other facilities. [5 marks]</p>	(a) Copies of annual report under HOWM Rules and BMW rules to be provided	25



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	(c) own fleet of vehicles for transportation of hazardous and bio-medical waste [5 marks]		
5.	Environment, Health and Safety Policies to be adopted		
a.	The Bidder shall indicate the environment, health and safety policies and practices which are proposed to be adopted during the Project Period. The aspects relating to employee and worker safety, control mechanisms of litter, pest, odour, fire, surface runoffs etc. needs to be elaborated. Contingency Plan and emergency procedures to be adopted. [10 Marks]	The outcome of such Policy and practices would enable the Bidder to achieve the Standards as specified by the MFE&CC, CPCB, etc. from time to time.	10

N.B.: Bidders should note that a Specific Technical Presentation in support of the above is a part of this Technical evaluation. Please provide Flow Charts wherever possible.



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Form 1.4: Experience Statement

[Project Title]

(Attach separate sheet for each project)

- A. Project Brief
- B. Client (Name & Address)
- C. Cost of the Project
- D. Duration & period of the Project
- E. Roles & responsibility of the organization
- F. State in which it was executed

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Form 1.5: HR Proposed for this Work

HR Proposed for this Work:					
Sl No.	Designation	Name	Educational Qualification	Experience	Remarkable achievement
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

(The bidder to attach detailed CV's as per the format provided in Annexure-I)



Request for Proposal



Annexure-I: Curriculum Vitae

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position.	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

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Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Signature

Date

Representative of the Consultant

(the same who signs the Proposal)



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Form 1.6: Proposed Concept Plan, Methodology and Work Plan for Performing the Assignment

DA

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Form 1.7: Format for Power of Attorney for Signing Bid

(Refer Clause -----)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the "Development of a Integrated Hazardous Waste Treatment, Storage and Disposal Facility and Common Bio-Medical Waste Treatment Facility in Dibrugarh district, Assam" Project proposed or being developed by Pollution Control Board, Assam ("PCBA") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to PCBA, representing us in all matters before PCBA, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our Bid, and generally dealing with PCBA 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 until the entering into of the Procurement & Construction Contract with PCBA.

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..... 2023

For
(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firm/ Company)/ partner in case of
Partnership firm

Witnesses:

- 1.
- 2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised) Person identified by me/ personally appeared before me/

Attested/ Authenticated*



Request for Proposal

Form 1.8: Non-Disclosure Agreement

(To be given on the each bidder's Letter Head)

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable for setting up, operating and maintenance of a integrated waste treatment facility to PCBA, having its office at Bamunimaidam, Guwahati-21 hereinafter referred to as the AUTHORITY and,

WHEREAS, the Bidder understands that the information regarding the AUTHORITY's business shared by the AUTHORITY in their Request for Proposal is confidential and/or proprietary to the AUTHORITY, and WHEREAS, the Bidder understands that in the course of submission of the offer for providing Implementation Agency **for setting up, operating and maintenance of a integrated HWTSDf AND CBWTF** and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the Authority's properties and/or have access to certain plans, documents, approvals or information of the Authority; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the AUTHORITY to grant the Bidder specific access to the AUTHORITY's property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the AUTHORITY, unless the Bidder has first obtained the AUTHORITY's written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the AUTHORITY or, prepared or produced by the Bidder for the purpose of submitting the offer to the AUTHORITY for the said solution, will not be disclosed to during or subsequent to submission of the offer to the AUTHORITY, to anyone outside the AUTHORITY.

The Bidder shall not, without the AUTHORITY's written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the AUTHORITY in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the Authority and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date: Signature with
Seal:

Name :

Designation :