

State Urban Development Agency

'ILGUS BHAWAN', HC Block, Sector III, Bidhannagar, Kolkata – 700106

Email: wbsudadir@gmail.com

Memo No. SUDA - 1253/2023/8930

Date: 16.11.2023

Notice inviting e-tender for selection of bidder for Assessment of the Area, Volume and Total Quantity of Land Fill (Legacy Waste), Geotechnical Investigation & Determination of In-Situ Density, Bulk Density and Moisture Content of Cluster-9 Dumping Grounds (3 nos) located at Haldia, Panskura and Tamluk Municipality in West Bengal using Drones (2nd Call).

NIT No:

The Director, for and on behalf of the State Urban Development Agency (SUDA), Urban Development and Municipal Affairs Department, Government of West Bengal invites rates from reputed and bonafide Agencies having experience and acumen in such work as noted below in the eligibility as depicted hereunder for Assessment of the Area, Volume and Total Quantity of Land Fill (Legacy Waste), Geotechnical Investigation & Determination of In-Situ Density, Bulk Density and Moisture Content of Cluster-9 Dumping Grounds (3 nos) located at Haldia, Panskura and Tamluk Municipality in West Bengal using Drones.

Description of Work	Initial Earnest Money Deposit (in Rs.)	Contract Duration
Assessment of the Area, Volume and Total Quantity of Land Fill (Legacy Waste), Geotechnical Investigation & Determination of In-Situ Density, Bulk Density and Moisture Content of Cluster-9 Dumping Grounds (3 nos) located at Haldia, Panskura and Tamluk Municipality in West Bengal using Drones.	12000.00 (Twelve Thousand) only	15 Days

Interested bidders may download the complete Request for Proposal, from e-tender portal i.e. <http://wbtenders.gov.in>. No liability will be accepted for downloading the incomplete document.

Tender Schedule as follows:

Sl. No.	Particulars	Date and Time
A.	Date of uploading of Bid Document and Tender Documents (Online Publishing Date)	17.11.2023 at 4.00 pm
B.	Documents download start date (Online)	17.11.2023 at 4.30 pm
C.	Documents download end date (Online)	29.11.2023 at 3.00 pm
E.	Bid submission starting	17.11.2023 at 5.00 pm
F.	Bid Submission closing (Bid Due Date)	29.11.2023 at 4.00 pm
G.	Bid opening date for Technical Proposals	01.12.2023 at 4.00 pm
H.	Date of communicating list for Technically Qualified Bidders	To be notified
I.	Date of Opening of Financial Proposal	To be notified
J.	Date of issuance of Work Order / Signing of Agreement	To be notified

The Director, SUDA reserves the right to accept or reject any or all proposals and to modify the terms and conditions without assigning any reason thereof.

Director, SUDA

Bid Data:

Sl. No.	Particulars	Data
1.	Cost of Bid Document	Nil
2.	Earnest Money Deposit (EMD)	Rs.12000.00 (Twelve Thousand) only) as an initial Earnest Money Deposit shall be paid through online mode of payment (payment link will be available in the website). Balance Earnest Money beyond Rs. 12000.00 (if any, to fulfill 2% of amount offered including GST) shall be deposited by the successful Bidder within 5 days from the date of issuance of Letter of Acceptance (LoA) in the form of a Bank Draft obtained in favour of “Director, State Urban Development Agency”, from any nationalized bank payable at Kolkata. The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 6 months of completion of the work. No interest shall be payable on the deducted amount.
3.	Bid Validity Period	180 Days from the due date of Bidding
4.	Eligible Bidder for Bidding	Individual Bidder. JV is not allowed.
5.	Method of Bid Submission	Online Submission - Technical & Financial Bid
6.	Total project completion period	15 Days

All the correspondence should be in written, the written correspondence may be sent through mail, fax or letter. All the communication and the bid submission should be addressed to the undersigned on the address below:

To,
Director, SUDA
State Urban Development Agency
'ILGUS BHAWAN', HC Block, Sector III, Bidhannagar, Kolkata – 700106
Email: wbsudadir@gmail.com

SECTION 2- INSTRUCTIONS TO BIDDERS

1. Introduction	<p>1.1 SUDA will select the agencies /firms in accordance with the method of selection specified in the data sheet.</p> <p>1.2 Eligible agencies /firms are invited to submit a technical proposal and a financial proposal as specified in the data sheet, for consulting services required for the assignment named in the data sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder.</p> <p>1.3 The client will provide at no cost to the bidders the inputs and facilities specified in the data sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>1.4 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.</p> <p>1.5 SUDA is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the bidders.</p> <p>1.6 SUDA is not bound to accept any conditional proposal.</p> <p>1.7 Before issuance of the Work Order, SUDA/ competent authority may verify the credential & other documents of the successful bidder if found necessary. After verification, if it is found that such documents submitted by the successful bidders either manufactures or false in that case Work Order may not be issued in favour of the bidder under any circumstances.</p>
Anti-corruption	<p>1.8 The bidders will observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this the Employer will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;</p>
Only one Proposal	<p>1.9 If a bidder submits or participates in more than one proposal, such proposals shall be disqualified.</p>
Proposal Validity	<p>1.10 The data sheet indicates how long bidders' proposals must remain valid after the submission date. During this period, bidders shall maintain the availability of manpower and assets committed in the proposal. The client will make its best effort to complete negotiations within this period. Should the need arise; however, the client may request bidders to extend the validity period of their proposals. Bidders who do not agree have the right to refuse to extend the validity of their proposals.</p>
2. Clarification of RFP Documents	<p>2.1 Bidders may request a clarification of any of the RFP documents up to the number of days indicated in the data sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the client's address indicated in the data sheet. The client will respond in</p>

	<p>writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to the bidders. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para: 2.2.</p>
Amendment of RFP Documents	<p>2.2 At any time before the submission of proposals, the client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be given in website. To give bidders reasonable time in which to take an amendment into account in their proposals the client may, if the amendment is substantial, extend the deadline for the submission of proposals.</p>
Client Clarification of Proposals	<p>2.3 It is understood that from time the proposals are received by the client to the time that the contract is awarded, the client shall not request the bidder to provide any additional document which will enable the disqualified bidder to be qualified for the bid. However, the client may seek clarification from any or all bidders about the information provided by the bidder in his/their technical or financial proposal(s).</p>
3.Preparation of Proposals	<p>3.1 The proposal as well as all related correspondence exchanged by the bidders and the client shall be written in the English language.</p> <p>3.2 In preparing their proposal, bidders are expected to examine in detail the documents comprising the RFP. Bidders should enclose all necessary documentary proof indicated in the data sheet which are required to meet minimum eligibility criteria. Bidders whose proposals do not respond to the requirements of the documents comprising the RFP will be disqualified and the price proposal of such disqualified bidders will be unopened.</p> <p>3.3 While preparing the financial proposal, the bidder should take in to consideration all the scope of work as mentioned in the RfP documents.</p>
4. Submission of Proposal	<p>4.1 The complete proposal should be submitted through online e-tendering process.</p>
5. Eligibility to participate in the Bid	<p>Proposal may be submitted by interested bidders as a single entity. JV is not allowed.</p> <p>For eligibility, the bidder shall have at least:</p> <p>5.1 The Entity / Bidder must be a company as specified in Companies Act, 1956/2013 OR a Limited Liability Partnership registered under The Limited Liability Partnership Act, 2008 OR a Company incorporated under equivalent law abroad OR a Society registered under The Societies Registration Act, 1860 OR a Proprietorship Firm OR a Partnership Firm etc. registered under relevant laws of India. The time period elapsed from commencement of business</p>

	<p>should be at least 05 (five) years prior to the date of issue of the tender notice.</p> <p>5.2 Intending bidders should produce credentials of 2(two) similar nature of completed work (any type of survey work to assess the area and volume using Drones) with Central & State Govt./PSU/ULB level during 5 years prior to the date of issue of the tender notice.</p> <p>5.3 Bidder must have valid Trade License, PAN and GST certificate. Certificate of NSIC/ Excise Registration Certificate is accepted in lieu of Trade License.</p> <p>5.4 The prospective bidders should not have been Black Listed from any Government Organization/ Statutory Body etc. during the last 3 (Three) years. (A self-declaration in this respect has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non- responsive).</p> <p>5.5 The Bidder shall furnish the Article of Association and Memorandum, if applicable.</p> <p>5.6 Average annual turnover of the bidder over the last three financial years (2019-20, 2020-21 and 2021- 22) should be at least Rs. 2.40 Lakh.</p> <p>5.7 Bidder must have a Functional Service Centre in the State.</p>
6. Disclaimer	<p>The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by State Urban Development Agency under Urban Development and Municipal Affairs Department, (hereinafter referred to as "SUDA") or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist in formulation of their proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for SUDA, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigations into the proposed project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project. SUDA, their employees and 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 the RFP document. SUDA may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information presented in this RFP document. Mere submission of a responsive Bid/Proposal does not ensure selection of the Bidder as Concessionaire.</p>

7. Earnest Money Deposit (EMD)	<p>7.1 Rs.12000.00 (Twelve Thousand) only) as an initial Earnest Money Deposit shall be paid through online mode of payment (payment link will be available in the website). Balance Earnest Money beyond Rs. 12000.00 (if any, to fulfill 2% of amount offered including GST) shall be deposited by the successful Bidder within 5 days from the date of issuance of Letter of Acceptance (LoA) in the form of a Bank Draft obtained in favour of “Director, State Urban Development Agency”, from any nationalized bank payable at Kolkata.</p> <p>The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 6 months of completion of the work. No interest shall be payable on the deducted amount.</p>
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Section 2: Data Sheet to Instruction to Bidders

Paragraph Reference	Description
1.1	Name of the Client: The Director, SUDA. Method of selection: Least Cost Selection (LCS) Method.
1.2	Financial Proposal to be submitted together with technical proposal: Yes The overall scope of work is as specified in the Terms of Reference.
1.9	Proposals must remain valid for 180 days from the date of opening of the Financial part of the Bid.
3.2	<p>The bidder is also advised to visit the site/disposal ground and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for processing of Municipal Solid Waste. The costs of visiting the processing site and the municipal area shall be at the bidder’s own expenses. The bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals.</p> <p>For Technical Bid, the Bidder has to upload the following statutory and non-statutory documents in https://wbtenders.gov.in :</p> <ul style="list-style-type: none"> (i) This RFP document, with all pages signed by the Authorized Signatory. (ii) Payment Receipt of EMD. (iii) Registration of firm/company with the state government / Govt. of India under the relevant Act. (iv) Certificate of Incorporation/ Registered Partnership Deed/Equivalent Documents. (v) Copy of work orders & completion certificates in favour of bidder. (vi) Valid scanned copy of Trade License, PAN and GST certificate etc. Certificate of NSIC/ Excise Registration Certificate is accepted in lieu

	<p>of Trade License.</p> <p>(vii) A self declared Black Listed certificate .</p> <p>(viii)The Article of Association and Memorandum, if applicable.</p> <p>(ix) Audited financial statement (Balance Sheet and Profit & Loss Statement) of the firm/company for the last 3 years (2019-20, 2020-21 & 2021-22)</p> <p>(x) Income Tax Return Certificate for the last 3 years.</p> <p>(xi) Power of Attorney for the authorized person to sign the bid/proposal.</p> <p>(xii) Section 3: Technical Proposal - Standard Forms.</p> <p>(xiii)Section 4 - Financial Proposal - Standard Forms.</p> <p>(xiv)Any other document to fulfil the eligibility criteria mentioned in Section-2 of this RFP.</p>
3.4	Proposal may be submitted by interested bidders as a single entity. JV is not allowed.
3.6	<p>The format of the technical proposal to be submitted is: Simplified Technical Proposal (STP) Following:</p> <p>TECH-1A: Qualification Application</p> <p>TECH-1B: Financial Statement</p> <p>TECH-1C: Structure & organization</p> <p>TECH-1D: Statement of any Indictment</p> <p>TECH-1E :Firm's Experience</p> <p>TECH-1: Format for power of attorney for signing of proposal</p>

SECTION 3: Technical Proposal - Standard Forms
Form TECH-1A: Qualification Application

(To be written on the letterhead of the Applicant)

[Location, Date]

To:

The Director, SUDA

Dear Sir/Madam:

I/ We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e. before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed methodology and personnel. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We undertake, if our proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the notice to proceed.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: ____

Name and Title of Signatory: __

Name of Firm: ____

Address: _____

Form TECH-1B: Financial Statement

1. Name of Applying Agency:
2. Summary of turnover generated on the basis of the audited financial statement of the last 03 (three) financial years.

	2019-20 (Rs. In Lakh)	2020-21 (Rs. In Lakh)	2021-22 (Rs. In Lakh)
Annual Turnover			

Average Annual Turnover is XXXX (Rs in Lakh) :

Signed by a Practicing Chartered Accountant

Name:

Membership No.:

Name of the Firm with Seal :

Date :

Note: This form is required to be certified by a practicing Chartered Accountant

Form TECH-1C: Structure & organization

A. Details about the Bidder:

1. Name of applying agency:
2. Registered Office Address:
Telephone No.:
Fax No. :
E mail#:
Website:
3. Kolkata Office Address (if any):
Telephone No.:
Fax No. :
E mail#:
Website:
4. Name of the Contact Person for this assignment:
Designation:
Address:
Telephone No. :
Cell phone No.:
E mail:

Fax No. :

Signature of applicant including title and capacity in which application is made.

Bidders must ensure that the Email id provided in the Registered Office Address is same with which they have registered on the e-procurement portal (<http://wbtenders.gov.in>).

Form TECH-1D: Statement of any Indictment

(By any Income Tax, Sales Tax, Customs and Excise Authorities and other Regulatory Authorities) (To be forwarded on the letterhead of the interested entity submitting the Proposal)

Date:

To,
The Director,
State Urban Development Agency (SUDA),
ILGUS Bhawan, HC Block, Sector III,
Salt Lake City, Kolkata - 700106,
West Bengal, India

Sir,

We solemnly declare that there has been no conviction by a court of law or indictment or adverse order or investigation or charge sheet by an agency of the Government, any income tax, sales tax, customs, excise authorities and other regulatory authorities including but not limited to Reserve Bank of India (RBI) and Securities Exchange Board of India (SEBI) against us or our Promoter Group.

We have not been declared ineligible by the Government of India or any State / UT / Local Government for corrupt and fraudulent practices or blacklisted by them.

Yours faithfully,

Signature(s) of Applicant(s)
Seal of applicant Name:
Designation:

Form TECH-1E : Firm's Experience

1.	Name of Project	
2.	Name, Address & contact numbers of Client	
3.	Name of Entity undertaken the Project	
4.	Scope of work	
5.	Project Cost	
6.	Bidder's role in the project	
7.	Contract Period	
8.	Completed or On going	
9.	Date of award/ Date of start	
10.	Delays in commissioning, if any with their reason	
11.	Has the project stopped / failed after commissioning, if yes, provide reason	
12.	Litigations with the client, if any	
13.	Details of the Technical and Managerial staff engaged	
14.	Remarks / Other Details	

Date:

Place:

Rubber Seal of the Bidder

(Signature of the Authorized Signatory)

(Name and designation)

In the capacity of _____(position) duly authorized to sign this

Proposal for and behalf of _____(name of Sole Bidder)

_____ (Address)

Form TECH-1: Format for power of attorney for signing of proposal

(On Stamp paper of relevant value)

POWER OF ATTORNEY

Know all men by these presents, We *(name and address of the registered office)* do hereby constitute, appoint and authorize Mr/Ms *(name and residential address)* who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our for taking up on the Project of *(title of the project)* in area of ULB, (herein after referred to as specific ULB), including signing and submission of all documents and providing information/responses to BNP in all matters in connection with our Proposal.

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

Dated this the _____ Day of _____ 2023

For _____
(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted

_____ Signature.
(Name, Title and Address of the Attorney)

Date:

Note:

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
- In case the proposal is signed by an authorized Director, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Bill of Quantities (BOQ)

(THIS IS TO BE SUBMITTED AS PER FORMAT PROVIDED ONLINE ONLY)

Sl. No.	Item	Quoted Rate (inclusive of all taxes, duties and GST) in Rs.
1.	Assessment of the Area, Volume and Total Quantity of Land Fill (Legacy Waste), Geotechnical Investigation & Determination of In-Situ Density, Bulk Density and Moisture Content of Cluster-9 Dumping Grounds (3 nos) located at Haldia, Panskura and Tamluk Municipality in West Bengal using Drones.	

Terms of Reference (ToR)

1. Scope of Work:

- I. The Service Provider is responsible to obtain necessary clearances from Director General of Civil Aviation, Ministry of Defense and other agencies of Government of India or concerned State Government as may be required to complete the job of flying of drone over the proposed area, acquire data etc. The client would provide necessary documentation.
- II. Drones equipped with high resolution cameras (at least 4K) with facility of Global Positioning System (GPS) to be deployed for Calculate the Area and Volume of Land-fill (Legacy Waste).
- III. To analyze quality images in respect to Cluster-9 Dumping Grounds and provide GIS & AutoCAD mapping of the image.
- IV. All necessary arrangements for the drone survey i.e. Hardware, software upgrade and pilots as will be required to be provided by the Contractor.
- V. If any accident or loss to property results from such activity your concerned will have to mend it at his own cost and will indemnify SUDA against it.
- VI. The captured images or data shall not be shared with any third party without written consent of Director, SUDA.
- VII. The bidders have to conduct the following soil test and to be done by NABL accredited Laboratory.
 - a) Bulk Density.
 - b) Moisture Content.
 - c) Dry Density.Soil exploration up to maximum depth of 6 m from top of landfill at least 6 different locations at different depth to collect UDS sample & Determination of In-Situ Density of Cluster-9 Dumping Grounds i.e. at 1 m depth , 2 m depth , 3 m depth ,4 m depth , 5m depth & 6m depth.
- VIII. The flight path shall cover the desired area completely including enough cross flight lines to eliminate shadowing and allow for proper quality control.
- IX. Area finalized & signed by concerned state revenue authorities after outer boundary of the dumpsite being marked with peg with 50 m buffer all-around
- X. Sun angle no less than 30 degree to minimize shadow.
- XI. The project site has relief changes due to built up area therefore photograph should be captured at high sun angle to avoid shadows due to these high relief formations.
- XII. Cloud free with minimal smoke, smog, fog and dust.
- XIII. To avoid breaks within individual flight lines.
- XIV. Open space should be chosen for the flight and landing of drone to avoid endanger to public or property.
- XV. The following points shall be kept in mind while selecting control point locations: • Clear of HT/LT lines, radio / mobile towers, high frequency dish antennas, radar etc. • Free from multipath problems associated with tall features in the vicinity. • Free from foliage • Free from major obstructions / obstacles • Easily accessible to the survey team. • Open to sky with a clear view towards sky at 15 degree angle with horizontal plain.
- XVI. The agency shall prepare contour map with contour interval 0.25 m. The RL of contour line shall be based on GTS bench mark.
- XVII. Permanent Bench Mark shall be established within the dumping ground on a permanent structure with permanent colour.

XVIII. Service provider will calculate volume of waste & area of dumpsites.

2. Establishment of Check Points:

1. Utilizing existing GCP Ground Control Points or CORS network provided by Survey of India whose adjusted coordinates are available, minimum 5 well distributed check points in each village polygon shall be provided by GNSS observation either in static or RTK mode. Check points shall be uniformly distributed in polygon.
2. Check Points shall be made on conspicuous points be easily identifiable in images procured through Drone Survey.
3. Check points shall be engraved neatly for their identification and will be painted by filling of engraving with contrast color paint. Unique ID of Point are to be written.
4. Check points are to be post pointed in image in digital form and submit it to SoI along with processed coordinate in .xls sheet.
5. Using digital camera of at least 10 mega pixels, Service Provider shall also take photograph of each Check point after finalizing writing etc. and submit it to Survey of India in digital form with proper indexing and labeling

3. Responsibility of Service provider:

- a) The Service Provider will have the responsibility for obtaining clearance from GoI agencies for flying over the survey area, acquiring and processing Drone data including QA/QC, and delivery of raw and processed products to Survey of India.
- b) The Service Provider will have the responsibility to ensure compliance of DGCA issued guidelines for Requirements for Operation of Civil Remotely Piloted Aircraft System (RPAS).

4. The risks and coverage by insurance shall be:

- (i) Aviation insurance to protect against Third Party property and bodily damage claims during Drone survey Work (In accordance with the statutory requirements applicable to India)
- (ii) Personal injury or death insurance for Service Provider's Employees (In accordance with the statutory requirements applicable to India)
- (iii) Loss or damage to equipment and data till project completion (Minimum Cover Contract Price)

5. Deliverables, Time Schedule & Terms of Payment:

- a) On completion of the job, the Bidder shall submit the reports as per scope of the work (Calculate the Area and Volume of Land fill (Legacy Waste), Geotechnical Investigation & Determination of In-Situ bulk Density, dry density & moisture content etc.).
- b) All submissions of deliverables shall be accompanied by 'area polygons' in .shp format, .dwg format & .kmz format.
- c) Raw Drone data/images along with fly log, on board GNSS/IMU data.
- d) All deliverables must conform to the projection, datum, and coordinate

system specified in the tender document. File sizes cannot exceed 1 gigabyte, unless otherwise specified by the TIA. Each file must be organized to facilitate data manipulation and processing.

- e) Drone data collection report detailing mission planning and flight logs will be submitted.
- f) A survey report detailing the collection of all ground control including the following will be submitted: • I base Ground Control points • Check points
- g) Post Processing Report detailing GNSS data, Drone image processing, ORI generation and DEM generation will be submitted
- h) Data should be delivered on Pen drive/External Hard Drive. External hard drives/pen drive will be retained by TIA.
- i) Data deliveries should be clearly labelled with name of Service Provider, date of supply and list of contents.
- j) All reports are to be provided in editable format i.e. Word (.doc/.docx) format, Excel spreadsheet (.xls/.xlsx) or appropriate digital format as approved by TIA.
- k) All images should be clear and sharp in detail with no light streaks, static marks, scratches, ice effect or other noticeable blemishes. The imagery should be free from defects, such as out-of-focus imagery, and should not contain inconsistencies in tone and/or density. The ortho-rectified image should be free from tilt and relief displacement. To ensure consistency, the imagery should be radio metrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them.
- l) Time schedule for Deliverables and the payment schedule linked to the specified Deliverables are given below:

Sl. No	Description of Deliverables / Stage of work	Submission of Reports for each site	Time Schedule (to be reckoned from the date of award of Work Order)	Payment Milestone (%)
1.	Submission of the reports as per scope of the work.	3 Hard Copy + 1 Soft Copy	15 Days	Nil
2.	On approval of the reports as per scope of the work.	3 Hard Copy (corrected and approved) +1 Soft Copy	----	92% of the Quoted Amount including GST.

6. Forfeiture of Earnest Money Deposit (EMD) against the Work:

- a) If the Bidder withdraws its Proposal during the interval between the Bid Due Date and expiration of the Bid Validity Period.
- b) If the Successful Bidder fails to provide the Balance Earnest Money Deposit within the stipulated time or any extension thereof provided by SUDA.
- c) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- d) If the Successful Bidder fails within the Specified time limit to sign the Agreement.

7. Forfeiture of Security Deposit against the Work :

If during the term of this contract, the agency/ service provider is in default of the due and faithful performance of his obligations under this contract, the authority shall, without prejudice to its other rights and remedies here under or at the applicable Law, be entitled to call in, retain and appropriate the security deposit. The security deposit shall be appropriated upon termination of contract by the authority for any default.

8. Refund of Security Deposit against Work:

The EMD for the successful Bidder will be converted to Security Deposit and additional amount of 8% will be deducted towards Security Deposit from each running bill. Such deducted total amount will be refunded after 6 months of completion of the work.

No interest shall be payable on the deducted amount.

9. Compensation for Delay:

- a. In case the work is not completed within the stipulated period of completion and along with all such extensions, which are granted to the Bidder for either Authority's default or Force Majeure or as decided by Authority, the compensation shall be levied on the Bidder at the rate of Rs. 5,000 /- per day of delay limited to maximum of 10% of the Contract Value. The Authority will deduct the compensation damages from payments due to the Bidder.
- b. If the cumulative compensation damage amount exceeds 10% of the Contract Value, the authority may:
 - I. Terminate the contract agreement and forfeit the EMD and Security Deposit.
 - II. Retain the Bidder on depositing the amount equivalent to the such compensation damage of 10% of the contract amount. However, the retention of the Bidder on such ground shall not free him from his liabilities for completion of the work or any future imposition of compensation damages.

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

10. Events of Default:

An event of default on the part of the agency, which results from the agency being unable to fulfill his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

(a) The agency:

- i. Fails to provide the Balance Earnest Money Deposit within the stipulated time or any extension thereof provided by SUDA.
- ii. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
- iii. Fails within the Specified time limit to sign the Agreement.
- iv. Has repudiated the contract.
- v. Without reasonable excuse has failed to commence operations in accordance to the conditions of contract and/or failed to complete the activities/operations within the time stipulated for completion of the contract.

(b) Gross misconduct of the agency:

- i. Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the contract;
- ii. The agency persistently fails to follow good operating practices in execution of the contract;
- iii. The agency stops providing all services or part of services without authorization from the Competent Authority;
- iv. The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of contract and agency fails to correct it within a reasonable period of time determined by the Competent Authority;
- v. If the agency is in breach of any law or statute governing the operations.
- vi. The agency, in the judgment of the ULB, has engaged in corrupt and fraudulent practices in competing for or in carrying out the operations under the contract.
- vii. The agency is unable to maintain the composition and structure of his organization due to any of the following causes.
 - The agency enters into voluntary or involuntary bankruptcy, or liquidation;
 - The agency becomes insolvent;
 - A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
 - Any act is done or event occurs with respect to the agency or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

11. Termination of contract due to event of default by Agency:

- a. Without prejudice to any other right or remedy which SUDA/Urban Local Body (ULB) may have in respect thereof under this contract, upon the occurrence of agency's Event of Default, the SUDA/ULB may, subject to the provisions of this contract, terminate this contract in the manner as set out under:
 - i. If SUDA/ULB decides to terminate this contract upon the occurrence of agency's Event of Default, in the first instance, he shall issue preliminary notice to the agency. Within fifteen (15) days of receipt of preliminary notice, the agency shall submit to SUDA/ULB through the Competent Authority in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non- submission of the agency's proposal to rectify within the said period of fifteen (15) days, SUDA/ULB shall be entitled to terminate this contract by issuing termination notice and forfeited EMD and security deposit (SD). If the total amount due to the SUDA/ULB exceeds

any payment due to the agency, the difference shall be a debt payable to the SUDA/ULB.

- ii. If any irregularities are found in the accounts of sale at any time, the SUDA/ULB shall notify the concessionaire for not more than 15 days to rectify the accounts. If the accounts are not regularized within 15 day of issue of notice by the SUDA/ULB, the contract may be terminated without further notice and forfeited EMD and security deposit (SD). If the total amount due to the SUDA/ULB exceeds any payment due to the agency, the difference shall be a debt payable to the SUDA/ULB.
- iii. If the agency's proposal to rectify the underlying event of default is submitted within the period stipulated therein, the agency shall have further period of fifteen (15) days to remedy/cure the underlying event of default. If, however the agency fails to remedy/cure the underlying event of default within such further period allowed, SUDA/ULB shall be entitled this contract, by issue of termination notice and forfeited EMD and security deposit (SD). If the total amount due to the SUDA/ULB exceeds any payment due to the agency, the difference shall be a debt payable to the SUDA/ULB.
- iv. Non-compliance of the provision of the RfP.

b. Withdrawal of Termination Notice;

Notwithstanding anything inconsistent contained in this contract, if the agency served with the termination Notice cures the underlying event of default to the satisfaction of SUDA/ULB at any time before the termination occurs, the termination notice shall be withdrawn by the SUDA/ULB which had issued the same. Provided that the party in breach shall compensate the SUDA/ULB for any direct costs/ consequences occasioned by the event of default which caused the issue of termination notice.

12. Termination of contract due to convenience of ULB :

The contract may also be terminated by the SUDA /ULB by giving minimum 30 days' notice to the agency for any administrative reason or due to the order issued by the State Government or due to the decision taken by the Competent Authority.

13. Force Majeure Event :

1. Any of the following events which is beyond the control of the party claiming to be affected thereby ("Affected Party"), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:
 - (a) Earthquake, flood, inundation and landslide;
 - (b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
 - (c) fire caused by reasons not attributable to the agency/ULB or any of the employees, or agents of the agency/ULB.
 - (d) Acts of terrorism
 - (e) Strikes, labour disruptions, any other disruptions or public unrest not arising on account of acts of the agency/ULB
 - (f) Action of Government Agencies having Material Adverse Effect,

including but not limited to:

- Acts of expropriation compulsory acquisition or take over by any Government agency of the processing/ landfill site facilities or any part thereof.
 - Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the agency in any proceeding, which is non-collusive and duly prosecuted.
 - any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any applicable permits, in each case for reason other than the agency's breach or failure in complying with the SWM rule, 2016, O&M requirements defined in the contract, applicable laws, applicable permits, any judgment or order of any Government Agency or of any contract by which the agency as the case may be is bound.
 - Early termination of this agreement by ULB for reason of national emergency or national security.
 - (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
 - (h) Strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
 - (i) Any resistance from the citizens or any other groups not allowing to operate the plant stipulated in the tender.
2. Force Majeure shall not apply in the following circumstances and events:
- (a) Un-availability, late delivery of the spares, , machineries, materials and consumables for the work on account of change in cost, delay in manufacture;
 - (b) A delay in performance of any other agency or employees of the agency;
 - (c) Non-performance of machineries resulting from wear and tear and not maintained in time.
 - (d) Non performance on account of failure to comply with any laws of India related to the work.
3. Neither ULB nor the agency shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.
4. Upon occurrence of an event considered by the agency to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify ULB's representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. The agency shall also notify ULB's representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of ULB's representative.
5. Upon occurrence of any event considered by ULB to constitute Force Majeure, and which may affect performance of ULB's obligations, he shall promptly

notify the agency and the agency's representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. ULB shall also notify the agency of any proposals with the objectives of completing the works and mitigating any increased costs to ULB and the agency.

6. Procedure for Calling Force Majeure:

- (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the affected party in overcoming the effects will be conveyed to the other party with supporting data including relief from them.
- (ii) The affected party shall also inform to the other party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected party.
- (iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.
- (iv) The period allowed for restoration of the normal performance by the parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
- (v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.
- (vi) The agency shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
- (vii) When the affected party is able to resume performance of its obligations under this contract, it shall promptly give the other party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
- (viii) The rights and obligations of the affected party shall be suspended to the extent they are affected by the Force Majeure; ULB shall not be liable to make any payment to the agency for him being affected on account of Force Majeure. In this situation, the agency shall only be paid for the work done, since unforeseen situation should be shared by both, ULB and agency.

14. No Breach of Obligations :

The agency shall not be considered to be in breach of his obligation under this contract nor shall it incur or suffer any liability if and to the extent performance of any of his obligations under this contract is affected by or on account of any of the following:

- i. Force Majeure Event,

ii. Compliance with the instruction of the Competent Authority /Representative of Competent Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the contract of any its obligations hereunder.

15. Procedure for Disputes:

a. Amicable Settlement:

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause-b shall become applicable.

b. If the dispute cannot be amicably settled, then legal steps in accordance with the laws of India may be taken and courts at Kolkata and/or the Competent Courts at Kolkata shall have exclusive jurisdiction to adjudicate the disputes.

Section 6 - Standard Contract Document

Section I: FORM OF CONTRACT

CONTRACT FOR : *[Please insert name of project]*
CONTRACT NUMBER : *[Please insert Contract number or Tender Number]*

THIS CONTRACT is made on the date ----- day of ----- (month), 2023

BETWEEN : The Director, SUDA.
(here in after referred to as "the Client")

AND : *[Please insert name of agency]* (hereinafter referred to as
"the Agency")

[Please insert nodal officer and communication address of the agency]

WHEREAS : a. Director, SUDA requires the agency to provide the services of this contract ("Terms of Reference") to support their project; and
b. the agency has agreed to provide the services on the terms and conditions set out in this contract.

IT IS HEREBY AGREED as follows:

1. Documents:

This Contract shall be comprised of the following documents:

a. Form of Contract, b. General Conditions, c. Special Conditions,
d. Terms of Reference, e. Schedule of Prices,

This Contract constitutes the entire agreement between the Parties in respect of the bidders obligations and supersedes all previous communications between the Parties, other than as expressly provided for in General Conditions, Special Conditions, & Terms of Reference.

2. Commencement and Duration of the Services:

The agency shall start the work on *[please insert date]* ("the First Start Date") and shall complete it by *[please insert date]* ("the First End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

3. Financial Limit:

The Concessionaire shall quote price for Assessment of the Area, Volume and Total Quantity of Land Fill (Legacy Waste), Geotechnical Investigation & Determination of In-Situ Density, Bulk Density and Moisture Content of Cluster-9 Dumping Grounds (3 nos) located at Haldia, Panskura and Tamluk Municipality in West Bengal using Drones. ("the Financial Limit").

4. Time of the Essence:

Time shall be of the essence as regards the performance by the Agency of its obligations under this contract.

For and on behalf of Client
Name :
Date :

For and on behalf of Agency
Name :
Date :

Section II - GENERAL CONDITIONS OF CONTRACT

THE CONTRACT:

A. DEFINITIONS:

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise.

1. Documents:

- (i) "Acceptance Letter" means the document from the Employer on behalf of the Director, SUDA addressed to the Agency indicating acceptance of the Contract Price and its acceptance of the Agency as the preferred party to carry out the works, perform services and operations under the Contract.
- (ii) "Affected Party" means Party claiming to be affected by a Force Majeure Event as described in the bid document.
- (iii) "Agency's Bid" means the completed document submitted by the Agency to the SUDA /ULB. The term Agency's Bid and tender have been used synonymously.
- (iv) "Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect and here in after in India, including judgments, decrees, injunctions, writes or orders of only court of record, as may be in force and effect during the subsistence of Agreement to be signed under this Contract.
- (v) "Applicable Permits" means all clearness, permits, authorizations, consents and approvals required to be obtained and maintained by the Agency under Applicable Laws.
- (vi) "Contract" means Conditions of Contract , the Employer's Requirements, the Tender, the Agency's Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (vii) "Tender" means the Agency's priced offer/offered rates to the Employer for the works/services.
- (viii) "Works" are what the Contract requires the Agency to carry out and perform.

2. Persons:

- (i) "Agency" means the person or Corporate and body, whose tender has been accepted to carry out the work and perform the services by the ULB and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (ii) "Agency's Representative" means the person (if any) named as such in the Contract or other person appointed from time to time by the Agency.
- (iii) "Authority" means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of West Bengal or any Local Authority including SUDA.

- (iv) "Competent Authority" is the Person or Persons, appointed by the Director, SUDA and notified to the Agency, who shall be responsible for supervising the Agency, administering the Contract, certifying payments due to Agency. The Director, SUDA shall be the Competent Authority for this contract. The Director, SUDA may also appoint any Person or Persons to assist the Competent Authority for this Contract. Any Person or Persons appointed by The Director, SUDA to carry out the responsibilities of the Competent Authority and assist him/her, shall be termed as the "Competent Authority's Representative".
- (v) "Concessionaire" means the agency selected to construct, erect, commission, operate & maintain the waste processing facility and the legal successors in title to such person, but not (except with the consent of the Employer) any assignee of such person.
- (vi) "Employer" means the Director, SUDA or authorized representative and the legal successors in title to such person, but not (except with the consent of the Agency) any assignee of such person.
- (vii) "Employer's Representative" means the person appointed by the Employer to act as Employer's Representative for the purpose of the Contract. Any person appointed from time to time by the Employer and notified as such to Agency shall be considered as Employer's Representative.
- (viii) "Person" means any natural person, firm, Corporation, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.
- (ix) "Party" means either the Director, SUDA or the Agency; any of the parties to this Contract and "Parties" means both the party to this Contract.
- (x) "Successor Agency" means SUDA and any person or corporate and body appointed by the ULB to perform services and carry out works under this Contract.
- (xi) "ULB" means SUDA/Municipality/Municipal Corporation/Development Authority/Township Authority.

3. Dates, Times and Periods:

- (i) "Completion Date" is the date of completion of the operations/activities and as certified by the Competent Authority.
- (ii) "Contract Period," means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the date of issue of work order. The Contract period is 15 Days from the date of issue of work order.
- (iii) "Termination Date" means the date on which the Contract is terminated by way of defaults of either SUDA/ULB or the Agency, or as a result of a Force Majeure Event, or as indicated in the Conditions of Contract.
- (iv) "Day" means a calendar day, "Months" means calendar months and

“year” means 365 days.

4. Other Definitions:

- (i) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in bidding process, or affect the execution of a contract.
- (ii) "Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Director, SUDA, designed to influence the action of any party in execution of a contract;
- (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.
- (iv) “Disposal Ground” means the trenching ground for the purpose of disposal of rejects after processing MSW or disposal of MSW without processing.
- (v) “Good Operating Practices” means standards, practices, methods and procedures as practiced in India and conforming to all specifications, law, directives, clearances and the requirements of any Authority and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled, prudent and experienced Agency, engaged in the same type of undertaking under the same or similar circumstances as the Agency pursuant to this Contract.

B. REPRESENTATION AND WARRANTY:

i. Representations and Warranties of Parties:

The Agency represents and warrants to SUDA for the term of this Contract that:

- (a) it is duly organized, validly existing and in good standing under the Laws of India;
- (b) it has the financial standing and capacity to undertake the Contract.
- (c) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
- (d) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
- (e) no bribe or illegal gratification has been paid or will be paid in cash or kind to any person to influence the Bidding Person.
- (f) available at site and the information provided by ULB, and has determined to his satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Agency in the course of performance of his obligations hereunder.

ii. SUDA represents and warrants to Agency for the term of this Contract that:

- a. SUDA has full power and authority to award this Contract.
- b. SUDA has taken all necessary actions to authorize the execution of this Contract.
- c. This agreement under this Contract constitutes SUDA's legal valid and binding obligation.

C. Amendments:

This Contract is a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification here to shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

D. Communications:

Communications between Parties, which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be in English. If sent by registered post to the last known place or abode or business of the Agency shall be deemed to have been served on the date.

E. Interpretation and contract structure:

The language of this Contract Document is English and the law, which applies to this Contract, shall be the Law of the Republic of India. The Courts at Kolkata shall have jurisdiction all over matters, arising out of or relating to Agreement under this Contract.

F. Contract Period: As mentioned above.

G. Payment Terms: As mentioned above.

H. Responsibilities:

a. SUDA/Municipal Corporation/ ULB's responsibilities: As mentioned above.

b. Agency's responsibilities: As mentioned above.

I. Report Submission: As mentioned above.

J. Pre-Operational Activities:

The bidder shall have to complete the following activities before starting the work. The bidder shall commence all activities concurrently. The details of activities are as follows:

Sl.No.	Description of Activity	Duration for Completion of Activity (in Days)
1.	Issue of Letter of Acceptance (LOA) from Client	Start date
2.	Acceptance of LOA from agency	Within seven (7) days from the date of issue of LOA.

3.	Issue of Work Order from Client	Within ten (10) days from the date of issue of LOA
4.	Signing of Agreement	Within seven (07) days from the date of issue of work order.
5.	Completion of the Work	Within 15 Days from the date of issue of work order to the Agency.

K. Jurisdiction:

- i. Any dispute arising out of in relation to this Contract, Terms of Reference and in addition the parties hereby come under the jurisdiction of Calcutta High Court or any other competent court as the case may be.
- ii. The Agency shall ensure that all members of the Agency's Personnel are under an obligation not to disclose to any third parties any confidential information obtained either directly from the Client or by virtue of their engagement in relation to this Contract. Confidential information may be in any form and shall include all information that, due to its character, nature or method of transmittal, a reasonable person would treat as confidential.
- iii. The Client shall have the right to terminate, in the event of any occurrence, act or thing of a similar nature to those occurrences.
- iv. Under no circumstances should the Agency or Agency's team members interact with or disclose any information about this contract to any media. Any violation of this condition shall amount to breach of this contract.