



## **Request for Proposal (RFP)**

**For Selection of**

**Consultant /Independent Project Engineer**

**For**

**Monitoring of Multiple Solid Waste Management Projects i.e Door to Door waste Collection & Transportation (C&T) for newly added (72 villages) in Dehradun, Material Recovery Facility (MRF), Waste to Compost & Inert Management at Dehradun**

**NAGAR NIGAM DEHRADUN (UTTARAKHAND)**

**Ph: 10334-227006 E-mail:nagarnigam.ddn@gmail.com**

**Website:www.nagarnigamdehradun.com**

**INDEX**

<b>Sl. No.</b>	<b>Description</b>	<b>Page No.</b>
1.	RFP Notice	1
2.	RFP Schedule	2
3.	Disclaimer	3
	<b>Section -I Instructions to the Consultant</b>	
4.	Introduction	4
5.	Eligibility-cu-Qualification Criteria	4
6.	Earnest Money	4-5
7.	Proposal Preparation Cost	5
8.	Clarifications	5
9.	Amendment of Proposal	5
10.	Validity of Proposal	5
11.	Pre-bid meeting	6
12.	Format and Submission of Proposal	7
13.	Modification and Withdrawal of Proposal	7
14.	Proposal Opening	7
15.	Confidentiality	8
16.	Proposal Evaluation	8
17.	NND Right to Accept or Reject Proposal	8
18.	Negotiation	9
19.	Notification	9
20.	Acceptance of Notification of Award (NoA)	9
21.	Execution of Contract	9
22.	Performance Security	9
23.	Suspension for Participation in Nagar Nigam Tender	9
24.	Debriefing and Appellate	9
	<b>Section - II Scope of Services (SoS)</b>	
25.	Background	10
26.	Scope of Work Consultant/Project Engineer	12
27.	Scope of Services	12 – 13
28.	Penalties	14
29.	Hand back of Project Facilities to NND	14
30.	Breach of Obligation	14
31.	Meeting Records and Reporting	14
32.	Review Committee	15
33.	Key team Members	16
	<b>Section – III Conditions of Contract</b>	
34.	Definition	14
35.	Indemnity	14
36.	Compliance to Statutes and Safety Standards	17
37.	Payment	17
38.	Audit	17
39.	Fees	17
40.	Period of Contract	17
41.	Contract Amendments	18
42.	Assignment	18
43.	Termination for Default	18
44.	Force Majeure	19
45.	Settlement of Dispute	19
46.	Other Conditions	19

	<b>Section – IV Enclosure</b>	
47.	<b>Enclosure - 1</b> Details of newly created 31 wards (72 villages) NND & Proposed MRF Centre	20
	<b>Section – V Annexure</b>	
48.	<b>Annexure – 1</b> Fraud and Corrupt Practices	21
49.	<b>Annexure – 2</b> Format for Covering Letter	22
50.	<b>Annexure – 3</b> Anti-Collusion Undertaking	23
51.	<b>Annexure – 4</b> Proforma of Performance Bank Guarantee	24-25
52.	<b>Annexure – 5</b> Format for Technical Proposal – Past Experience	26
53.	<b>Annexure – 6</b> Format for Financial Proposal	27
54.	<b>Annexure – 7</b> Format for Financial Capability	28
55.	<b>Annexure – 8</b> Power of Attorney for signing of Application	29-30
56.	<b>Annexure – 9</b> Contract Form	31-32
57.	<b>Annexure – 10</b> Affidavit	33
58.	<b>Annexure – 11</b> Litigation History	34
59.	<b>Annexure – 12</b> Curriculum Vitae (CV) of Key Personnel	35-36
60.	<b>Annexure – 13</b> Format for CVs of key personnel	37

## RFP NOTICE

### कार्यालय नगर निगम देहरादून

दूरभाष-013582655620, 265352, 2658204  
वेबसाइट-www.nagarnigamdehradun.com  
ई-मेल: nagarnigam.ddn@gmail.com



Letter no. 263/57/2022

Date: 18/07/2022

	<b>Nagar Nigam Dehradun</b> Telephone - 0136 - 2658620 265352 , Website - www.nagarnigamdehradun.com E-mail - nagarnigam.ddn@gmail.com	
<b>REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF CONSULTANT / INDEPENDENT PROJECT ENGINEER</b>		
Nagar Nigam Dehradun invites Request For Proposal (RFP) for selection of Consultant / Independent Project Engineer from eligible bidders having experience as indicated in the RFP document. The bidder shall be responsible for independent monitoring of the implementation & operation of the SWM Project as per the term of the concession agreement in conformity with ToR indicated in RFP. Interested bidders are requested to procure the RFP document upto 05-08-2022. The RFP can also be downloaded from e-tenders portal government of utarakhand between the said dates. Pre-bid meeting is scheduled at 12:00 Noon on 30-07-2022. Any Addendum/Corrigendum including date of extension will be uploaded only on www.uktenders.gov.in. The Municipal Commissioner have right to cancel tender at any stage without giving any reason. The last date for submission of bids is 06-08-2022 at 2.00PM.		
<b>Municipal Commissioner, Nagar Nigam Dehradun</b>		

#### Copy to:

- Honorable Mayor Nagar Nigam Dehradun for kind information.
- Editor Daily News Paper Hindustan Hindi Anand Ujala to published the tender advertisement in minimum space as per reasonable rate for Nagar Nigam Dehradun.
- Sh. Manish Pant IT Officer to ensure uploading the RFP document in official website of Nagar Nigam Dehradun and E-procurement portal of State Government.

Received  
Varun Hansra  
Anand Ujala  
9997326098

Municipal Commissioner  
Nagar Nigam Dehradun

etc

Recd  
Rishi (Rajesh Phalke)  
(Hindustan)  
9788606585

### RFP Schedule

<b>Date of downloading tender document</b>	From 2:00 PM on 20-07-2022
<b>Pre-bid meeting</b>	at 12:00 Noon on 30-07-2022
<b>Last date for seeking clarification, if any</b>	Upto 2:00 PM on 29-07-2022
<b>Start date and time for uploading of proposal in e-Procurements platform</b>	Upto 2:00 PM on 31-07-2022
<b>Last date and time for uploading of proposals (both Technical and Financial) in e-Procurements platform</b>	Upto 2:00 PM on 06-08-2022
<b>Time and date of opening of Technical proposal</b>	at 2:30 PM on 08-08-2022
<b>Time and date of opening of Financial proposal</b>	To be intimated later
<b>Place of Opening of proposals and Address for communication</b>	Nagar Nigam Dehradun Near Doon Hospital, 1 Patel Road, Dehradun District - Dehradun,Uttarakhand-248001

## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Nagar Nigam Dehradun or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is either an offer nor invitation by the Nagar Nigam Dehradun to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Nagar Nigam Dehradun in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Nagar Nigam Dehradun, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Nagar Nigam Dehradun accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Nagar Nigam Dehradun, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Nagar Nigam Dehradun also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Nagar Nigam Dehradun may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

## I. Instructions to Consultants (ITC)

Nagar Nigam, Dehradun invites proposals through e-procurement portal for Selection of Independent Project Engineer FOR Monitoring of Multiple Solid Waste Management Projects i.e Door to Door Waste Collection & Transportation (C&T) for Newly Added (72 villages) in Dehradun, Material Recovery Facility (MRF), Waste to Compost & Inert Management following Uttarakhand Procurement Rules, 2017 as per details given in this tender.

### 1. Eligibility-cum-Qualification Criteria:

- (i) Should be a legal entity as per Indian Law (The bidder can be a company which can be a Limited/Partnership/Proprietorship registered or constituted in accordance with law of India )
- (ii) Should have been in existence for minimum three years as on the last date for proposal submission.
- (iii) Should have GST registration.
- (iv) If any consultant, during three years prior to last date for proposal submission, has not signed the Contract or failed to execute the Contract after signing for Nagar Nigam, Dehradun is not eligible against this tender.
- (v) A Power of Attorney for signing of proposal needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 8.
- (vi) Affidavit as per format provided in Annexure – 10.
- (vii) Affidavit regarding previous five years litigation history as per Annexure - 11
- (viii) The Independent Project Engineer should not have been black listed as on the last date of proposal submission by any Ministry / Department / undertaking of Government of India or any State or Union Territory Administration.
- (ix) Should have achieved an Average annual turnover for any best three Financial Years during 2018-19, 2019-20, 2020-21 & 2021-22 of not less than Rs. 2 crore only with positive net worth as on 31.03.2021.
- (x) During last five years at least 3 projects completed / ongoing (minimum one year) in the field of monitoring or management as PMC for door-to-door collection, construction of MRF units, source segregation of waste including IEC or supervision of above projects in equivalent capacity of independent project engineer in Urban Local Bodies.

(The Financial turnover is the total financial turnover of the bidding company / organization / agency from any activity. However, financial capability of the Service Provider's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Service Provider.)

2. The Consultants should submit along with the proposal, all relevant documents to establish their eligibility-cum-qualification criteria.
3. Due diligence by bidders – Bidders are encouraged to inform themselves fully about the assignment and the local condition before submitting the bid by paying a visit to the project area and the project site.
4. Tender fee of Rs. 1000 (Rs. 1000 + GST 18%) to be paid demand draft in favour of Senior Finance Officer, Nagar Nigam, Dehradun as per details given under ITC Clause No. 5 (ii) before technical proposal opening. **In case of non-payment within the stipulated time, the proposal shall be summarily rejected.**

**5. Earnest Money:**

- (i) The Earnest Money is Rs. 144000/- (One lac forty four thousand only) to be paid online as per details given below provided before technical proposal opening. **In case of non-payment within the stipulated time, the proposal shall be summarily rejected.**
- (ii) The **Tender fee and Earnest Money** should be remitted through **net banking**. The details are:
  - (i) Beneficiary name – Nagar Nigam Dehradun
  - (ii) Bank’s name – Union Bank of India
  - (iii) Account Number - 543902010007132
  - (iv) Branch – Nagar Nigam
  - (v) Address – Nagar Nigam Dehradun Branch, Dehradun – 248001
  - (vi) IFSC – UBIN0054391
  - (vii) GST No. – 05MRTN00369FID8
  - (viii) PAN – AAALN0273G
- (iii) The Earnest Money shall be returned to unsuccessful Consultants within a period of thirty (30) days from the date of announcement of the Successful Consultant. The Earnest Money submitted by the Successful Consultant shall be released upon furnishing of the Performance Security.
- (iv) The Successful Consultant’s Earnest Money will be returned, without any interest, upon the signing of the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- (v) The Earnest Money shall be forfeited in the following cases:
  - (a) If the Consultant withdraws its proposal during the interval between the last date for proposal submission and expiration of the proposal Validity Period; and
  - (b) If the Successful Consultant fails to provide the Performance Security within the stipulated time or any extension thereof provided by Nagar Nigam, Dehradun.
- (vi) Proposals of lesser value shall be summarily rejected as non-responsive.
- (vii) The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019 are exempted from payment of Tender Fee and Earnest Money Deposit (EMD).

**6. Proposal Preparation Cost:**

The Consultant shall be responsible for all the costs associated with the preparation of its proposal and its participation in the bidding process. Nagar Nigam, Dehradun will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

**7. Clarifications:**

Bidders requiring any clarification on the RFP document through e-mail to [nagarnigam.ddn@gmail.com](mailto:nagarnigam.ddn@gmail.com) prior to the time and date given in the Tender Schedule (Page – 1).

**8. Amendment of Proposal:**

- (i) At any time prior to the Proposal Due Date, Nagar Nigam, Dehradun may, for any reason, whether at its own initiative or in response to clarifications requested by a Consultant, modify the Proposal Document through Addendum / Corrigendum which will be posted on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.
- (ii) In order to afford Consultants reasonable time in which to take an Addendum into account, or for any other reason, Nagar Nigam, Dehradun may, at its own discretion, extend the Proposal due date.

**9. Validity of Proposal:**

- (i) The proposal shall be valid for not less than 120 (One hundred twenty) days from the last date for proposal submission (but excluding the day of proposal submission). Proposals of lesser validity shall be summarily rejected as non-responsive.



- (ii) Prior to expiry of the original Proposal Validity Period, Nagar Nigam, Dehradun may request that the Consultants extend the period of validity for a specified additional period. A Consultant may refuse the request without forfeiting its Proposal Security. The Proposal of any Consultant refusing to extend the Proposal Security shall be returned and shall not be included in the further proposal process. A Consultant agreeing to the request of extending the Proposal Security will not be allowed to modify its Proposal, but would be required to extend the validity of its Proposal Security for the period of extension.

**10. Pre-bid meeting:**

- (i) To clarify and discuss issues with respect to the work and the proposal, a Pre-bid meeting will be held on the date, time and place indicated in the RFP Schedule given on Page no. 1 of this document, subject to required permissions on account of situation arising out of COVID 19. In addition, participation through **Video Conference (VC)** will also be facilitated, details for which will be shared on request. Attendance of the bidders at the Pre-bid meeting is not mandatory. **But it is highly recommended to attend for understanding the provisions of RFP and Selection process.**
- (ii) During the course of Pre-bid meeting, the Consultants will be free to seek clarifications and make suggestions for consideration of Nagar Nigam. Nagar Nigam, Dehradun shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

11. Consultants may note that Nagar Nigam, Dehradun will not entertain any deviations to the proposal document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Consultants will be unconditional and unqualified and the Consultants would be deemed to have accepted the terms and conditions of the proposal Document with all its contents including the Contract. Any conditional Proposal shall be regarded as non-responsive and shall be rejected.

12. No interpretation, revision, or other communication from Nagar Nigam, Dehradun regarding this solicitation is valid unless posted on website: [www.uktenders.gov.in](http://www.uktenders.gov.in).

**13. Format and Submission of Proposal:**

- (i) Consultants would provide all the information as per this proposal and in the specified formats. Nagar Nigam, Dehradun reserves the right to reject any proposal that is not in the specified formats.
- (ii) The proposal should be submitted in two folders as provided in the e-portal – Technical and Financial Proposals.
- (iii) Covering Letter as per format given in Annexure – 2
- (iv) Technical proposal folder should include:  
**All the documents required as per this RFP except Financial Proposal.**  
**No financial information like price should be given in the Technical proposal, in which case the proposal shall be summarily rejected.**
- (v) Financial proposal folder: `As per BoQ in the financial folder.
- (vi) The Consultant shall prepare and submit online through website: [www.uktenders.gov.in](http://www.uktenders.gov.in) scanned copies of original documents comprising the proposal as described above.
- (vii) Proposals should be submitted / uploaded on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.  
**Submission of Proposals through any other mode is not acceptable and shall be rejected.**  
Nagar Nigam, Dehradun, at its sole discretion, may extend the last date for proposal submission proposal submission by issuing an Addendum on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.
- (viii) **Late Proposals:** It may be noted that the e-portal will not accept any proposal after the specified due time as per its server clock.

- (ix) The Consultant is expected to examine all instructions, forms, terms, and specifications in the tender document. Failure to furnish all information required by the bidding documents or submission of a proposal not substantially responsive to the tender document in every respect will be at the Consultant's risk and may result in rejection of its proposal.
- (x) The **(a) Original Power of Attorney** (as per format) **(b) Original Affidavit** (as per format) and **(c) Original affidavit for litigation history** (as per format) shall be submitted in person or through registered post / speed post / courier to Health Section of Nagar Nigam Dehradun, Near Doon Hospital, 1 Patel Road, Dehradun District-Dehradun,Uttarakhand-248001, provided before technical proposal opening. The Proposal Inviting Authority shall not be held liable for any delays in the receipt of these documents. **In case these original documents are not received within the stipulated time, the proposal shall be summarily rejected. No other original documents are required at this stage.**

**14. Modification and Withdrawal of Proposals:**

- (i) The Consultant may modify or withdraw its Proposal on e-portal before the Proposal Due Date and time. However, no Proposal can be modified or withdrawn thereafter.
- (ii) Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Proposal Security.

15. Nagar Nigam, Dehradun reserves the right to reject any Proposal which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by Nagar Nigam, Dehradun in respect of such Proposals.

16. Conditional Proposal shall not be considered. Any Proposal found to contain conditions attached, shall be rejected.

**17. Proposal Opening:**

- (i) Consultants' representatives who choose to be present may attend the Proposal opening.
- (ii) If the office happens to be closed on pre-bid meeting or proposal opening day, same stands postponed to the next working day without any change in time or venue. **However, there will be no change in Proposal submission date on e-portal, unless it is also extended.**

**18. Confidentiality:**

- (i) In case of the bidders, any act of interference or attempt to influence the personnel associated with the evaluation shall be viewed seriously; and may also result in declaring the proposal as invalid.
- (ii) Information relating to the examination, clarification, evaluation and recommendation shall not be disclosed to any person not officially concerned with the process. Nagar Nigam, Dehradun will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. Nagar Nigam, Dehradun will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

**19. Clarifications:**

- (i) To assist in the process of evaluation of proposals, Nagar Nigam, Dehradun may, at its sole discretion, ask any Consultant for clarification including additional information and documents. In case of any additional documents, same can be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to proposal submission time and same could be verified independently. However, no change in the substance of the proposal would be permitted by way of such clarifications. The request for clarification and the

response shall be in writing or e-mail or by facsimile.

- (ii) Nagar Nigam, Dehradun reserves the right to independently verify by a team of Officers of Nagar Nigam, Dehradun or independently facts and figures provided in the documents submitted by the Consultants; in addition to right to disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Consultant.
- (iii) Consultants shall fill up the required information as per the prescribed Proposal form. If any Consultant does not fill up the information properly, Nagar Nigam, Dehradun has a right to reject such Proposals.

**20. Proposal Evaluation:**

- (i) To assist in the examination, evaluation and comparison of Proposals, Nagar Nigam, Dehradun may utilize the services of Consultant/s or Advisor/s.
- (ii) Evaluation of Proposals will be done in two stages – first of Technical Proposal as per eligibility-cum-qualification criteria. Thereafter, the Financial Proposals of technically responsive bidders shall be opened.
- (iii) The Consultant who has submitted the lowest evaluated Financial Proposal shall be declared as preferred Consultant. In case more than one Consultant has quoted same amount, the Consultant having higher / highest cumulative turnover during any best three Financial Years 2018-19, 2019-20, 2020-21 & 2021-22 will be declared as preferred Consultant.
- (iv) A Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (v) Proposals shall be deemed to be under consideration immediately after they are opened and until such time Nagar Nigam, Dehradun makes official intimation of award/ rejection to the Consultants. While the Proposals are under consideration, Consultants and / or their representatives or other interested parties are advised to refrain from contacting Nagar Nigam, Dehradun and or their employees/ representatives on matters related to the Proposals under consideration by any means.
- (vi) With regard to provisions of this RFP; and Consultants' responsiveness, the interpretation and decision of the Consultant Selection Committee shall be final and binding on all Consultants.
- (vii) Bidder selection will be based on technical qualification evaluation and low cost basis.

**21. Nagar Nigam, Dehradun's Right to Accept or Reject Proposal:**

- (i) Nagar Nigam, Dehradun reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to award of Work, without liability or any obligation for such acceptance, rejection or annulment.
- (ii) Nagar Nigam, Dehradun reserves the right to reject any Proposal including that of the Preferred Consultant if:
  - (a) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Consultant is established, the Consultant may be blacklisted and /or appropriate legal proceedings may be initiated against such Consultant as per the prevailing laws, Or
  - (b) the Consultant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- (iii) If such disqualification/ rejection occur after the Financial Proposals have been opened and the preferred Consultant gets disqualified / rejected, then Nagar Nigam, Dehradun reserves the right to:
  - (a) either invite the Consultant, who has submitted next higher Financial Proposal to match the Financial Proposal submitted by the preferred Consultant; Or
  - (b) take any such measure as may be deemed fit in the sole discretion of Nagar Nigam, Dehradun, including annulment of the selection process.

**22. Negotiation:**

Ordinarily no negotiation shall be done. However, where price negotiation is necessary in the opinion of Nagar Nigam, Dehradun the same shall be resorted to with the lowest evaluated responsive Consultant.

**23. Notifications:**

Upon acceptance of the Financial Proposal of the Preferred Consultant with or without negotiations, Nagar Nigam, Dehradun will notify the Consultant by facsimile or e-mail or by a letter (Speed Post / Registered Post) that its Proposal has been accepted.

**24. Acceptance of Notification of Award (NOA):**

Within seven (7) days from the date of issue of the NOA, the Successful Consultant shall confirm acceptance of the NOA.

**25. Execution of Contract:**

- (i) The Successful Consultant shall execute the Contract within two (2) weeks of the issue of LOA or such time as indicated / approved by Nagar Nigam, Dehradun.
- (ii) Nagar Nigam, Dehradun will promptly notify other Consultants that their Proposals have been unsuccessful and their Proposal Security will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Consultant.
- (iii) The Contract shall be executed on a non-judicial stamp paper as required by the Law. Cost of judicial stamp paper of appropriate value shall be borne by the Consultant.

**26. Performance Security:**

- (i) Before signing of the Contract, the Consultant shall furnish Performance Security for an amount equal to 5% of contract value including GST by way of an irrevocable and unconditional Bank Guarantee (Annexure 4) issued by a scheduled bank located in India in favour of Nagar Nigam, Dehradun with validity for 60 (sixty) days beyond the performance of the Contract:
- (ii) The Performance security shall be forfeited and en-cashed in the following cases:
  - (a) If the Consultant withdraws midway during the work completion, or
  - (b) Any other act or acts of the Consultant which renders the work un-operational and Nagar Nigam, Dehradun establishes sufficient reasons to forfeit the Performance Security.
- (iii) Failure of the Consultant to furnish the Performance Security shall constitute sufficient grounds for the annulment of the award in which event the Nagar Nigam, Dehradun may make the award to the Consultant, who has submitted next higher Financial Proposal or call for new Proposals.

**27. Suspension for participation in Nagar Nigam tenders:** Withdrawing the proposal or failure to sign the Contract or its execution in full or part after signing shall result in suspension from participation in the tenders of Nagar Nigam, Dehradun of the consultant including their participation as JV / Consortium partner/s in future. The suspension shall be effective from the date of occurrence of the event for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if already submitted.

**28. Debriefing and Appellate:**

- (i) Any consultant may request in writing to Municipal Commissioner, Nagar Nigam, Dehradun for debriefing after award of contract.
- (ii) Any consultant may also choose to submit representation to Secretary Tourism, Government Uttarakhand, who may take appropriate decision and action based on the merit of the case.

## **SCOPE OF SERVICES (SoS)**

### **1. Background:**

Nagar Nigam Dehradun (NND) is responsible for providing public health and sanitation services to the citizens of the city. Nagar Nigam Dehradun is engaged in development of innovative Solid Waste Management Facility in newly added 72 villages (31 wards) under Dehradun City. As a part of this endeavor NND is conducting the bidding process for the selection of Independent Project Engineer (IPE) for Monitoring & Supervising Multiple Solid Waste Management Projects in newly added 72 villages in Dehradun, having Door to Door (D2D) Collection & Transportation (C&T), Source Segregation, Material Recovery Facility (MRF) for newly added (72 villages), Waste to Compost & Inerts management at Dehradun, under jurisdiction of Nagar Nigam Dehradun (NND). It is envisaged that the said project area would be generating approximately 80 Metric Tonnes of municipal solid waste per day. NND desires to select an independent Project Engineer who shall be responsible to review the design & drawings of MRF and other infrastructure, monitor and certify the activities under taken by concessionaire. The Consultant/IPE shall be appointed by NND through open competitive bidding process and will enter into the agreement with selected IPE who will monitor the whole project under the terms of concession agreement and as per MSW Rules, 2016.

Urban Local Bodies (ULB) is responsible for the job of managing municipal solid waste in their area after the 74<sup>th</sup> CAA. This has to be done as per provisions of MSW (Managing and Handling) rules – 2016 formulated by Ministry of Environment and Forest (GoI). Nagar Nigam Dehradun is implementing Door to Door (D2D) Collection & Transportation (C&T), Source Segregation, Material Recovery Facility (MRF), Waste to Compost & Inert management Project in newly created wards. The project is being under taken by NND on PPP mode. This RFP is in respect with 72 newly added villages (new 31 wards) in Limits of Nagar Nigam Dehradun. These 31 wards has been divided in two parts and NND has selected two concessionaire for door to door collection, source segregation and processing at MRF centre and transporting inert to waste processing facility.

In this regards the NND has executed separately concession agreement with M/s. Econ Pvt. & M/s. Sun Light Pvt. for the purpose of the project. The Concessionaire shall be entitled and obligated to carry out, throughout the concession period, the following rights as granted to the concessionaire by the contracting Authority.

- a. Complete management of generated municipal solid waste in newly created wards.
- b. Obtaining of all necessary statutory compliance required for implementation of the project.
- c. Citizen engagement – carrying out IEC (Information, Education & Communication) campaign to sensitize citizen about their role in achieving the objectives of the project throughout the concession period.

- d. 100% Door to Door waste collection, source segregation of waste , MRF and transporting the same by way of implementing effective transportation in compliance of MSW Rules 2016 and as further amendments, if any
- e. Operation and maintenance of all equipment procured and civil infrastructure created for the project.
- f. Collection & billing of user charges on behalf of Nagar Nigam Dehradun.
- g. Other obligations, term and condition detailed in the concessionaire agreement.

An Consultant / Independent Project Engineer is to be appointed as per the provision of the Concession Agreement for the project, In pursuance of the above , the NND has decided to carry out the process for selection of Consultant/ Independent Project Engineer who shall work in accordance with the term of reference / scope of services specified in this RFP Document.

**The Scope of work for Concessionaire are:**

- a) Door to Door Collection of Municipal Solid Waste (MSW) from all residential and non-residential premises situated in wards of the City and Transportation of MSW collected there from to the “Material Recovery facility (MRF)”Center or disposal facility as may be directed by the authority till such time new processing facility is constructed and operationalized.
- b) Concessionaire will collect the waste/dust/garbage by deploying one vehicle (with one driver and helper) for biodegradable waste and one vehicle (with one driver and one helper) for non-biodegradable waste for every 500 families.
- c) Concessionaire will collect the waste/dust/garbage every day from every house of the each ward.
- d) Concessionaire will ensure weighing of all collected MSW at weigh machine located at designated MRF Centre
- e) Concessionaire will ensure all Relevant Labor Acts/Rules of Government of Uttrakhand & Government of India shall be followed up by the Concessionaire .
- f) Concessionaire will collect the user charges from every house of ward as per Nagar Nigam guidelines and byelaws.
- g) Concessionaire will be ensure Source segregation of Municipal Solid waste will be ensured by firm as per MSW Rules, 2016 and guidelines of Swachcha Bharat Mission.
- h) Concessionaire shall set-up basic SWM control Room before taking over the operation.
- i) Concessionaire shall conduct the Household Mapping & Route plan maps based on GPS & GIS system.
- j) Upgrade the existing vehicle equipment and /or add new equipment & vehicles for Smart system
- k) MIG/RFID system will be installed at every house of ward to collect waste/dust/garbage and for collection of user’s charges.
- l) Improvements/Upgrades required in existing vehicles equipment
- m) Data Security, privacy, disaster recovery, business continuity aspect of the system
- n) Sale proceeds from compost and recyclable waste, user’s charges collected, advertising rights shall be of concessionaire.
- o) Four (4) MRF (Material Recovery facility) Centre shall be provided by NND within the wards cluster wise. (Arkedia, Harawala, Raipur , Mothrowala / kargi)
- p) Nagar Nigam Dehradun may increase or decrease the number of wards depending on services

and needs of the NND limits.

- q) The concessionaire shall submit IEC (Information, Education & Communication) quarterly IEC plan to NND and Project Engineer and will implement after approval of NND.
- r) The concessionaire shall ensure that all waste collected from ward shall be transported to MRF center for processing. Concessionaire shall transport only inert material from MRF center to processing site. If it is found that concessionaire is transporting waste other than inert material than penalty shall be imposed.

**(Details of newly created 31 wards (72 villages) NND & Proposed MRF Centre attached in Enclosure - 1)**

## **2. Scope of Work of Project Engineer:**

### **Role of the Project Engineer**

2.1. The Project Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Project Engineer is to:

- (i) independently review, monitor and where required by the agreement, to approve activities associated with the design, construction, operation and maintenance of the project facilities to ensure compliance by the concessionaire with the construction requirements and operation & maintenance requirements,
- (ii) Certify on a daily basis, the following quantum of MSW:
  - a. Quantity collected each day
  - b. Quantity processed at each MRF center every day
  - c. Quantity sent to landfill site from MRF center each day
  - d. Daily monitoring of number of Door-to-Door Waste Collection & Source Segregation within 72 villages as per the RFP.
  - e. Monitoring of IEC activities
  - f. Monitoring of I.E.C activities required for achieving 100% D2D collection & source segregation.
  - g. Checking and certification of Bill of concessionaire as per RFP/agreement signed
- (iii) Report to the parties on the various physical, technical and financial aspects of the project based on inspections, site visits and tests,
- (iv) Assist the Parties in arriving at an amicable settlement of disputes, should the need arise, and
- (v) To recommend penalty if found concessionaire violating the laid operation protocols.
- (vi) To provide advisory support services to Nagar Nigam Dehradun regarding SBM-2.0 protocols, especially Garbage Free City (GFC) certification.

## **3. Scope of Services:**

The services to be provided by the Project Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be under taken pursuant to specific provisions of the Agreement.

### **3.1. Implementation Period - Construction**

3.1.1. The Project Engineer would monitor, in accordance with Good Industry Practice, the progress in implementation and ensure compliance with the construction requirements. For this purpose, the IPE shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:

- i. Monitor the progress in implementation of the project based on the implementation/construction plan submitted by the concessionaire and approved by NND;
- ii. Review and monitor the quality assurance and quality control procedures followed by the concessionaire;
- iii. Review the manpower and equipment deployed by the concessionaire;
- iv. Monitor the construction works for conformity with the project requirements; reject the works which fail to meet specified quality standards,
- v. Verify the 'As-Built' drawings for each component of the works prepared by the concessionaire and require removal of deficiencies found therein;
- vi. Review the safety and traffic management measures implemented;
- vii. Review and ascertain the cost variation arising as a result of change in law and determine the additional cost;
- viii. Require, monitor and review the results of tests to be carried out by the concessionaire in accordance with the construction requirements and/or O&M requirements;
- ix. Require suspension of whole or any part of the construction works if in its reasonable opinion the same does not conform to the construction requirements;
- x. Issue provisional certificate and/or completion certificate in accordance with the applicable provisions of the agreement; and
- xi. Review and assist in finalization of the O&M Manual and first annual O&M Plan prepared by the concessionaire.
- xii. Provide services of experts to approve the quality of material and workmanship of various project components and operations
- xiii. Manage the weighbridge operations.

### 3.2. **Operations Period**

3.2.1. During this period the Project Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:

- i. Review the O&M plans submitted by the concessionaire from time to time and assist the concessionaire in finalizing the same;
- ii. Monitor O&M activities (including maintenance of equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
- iii. Periodically review the O&M manual for adequacy;
- iv. Review and ascertain the cost variation arising as a result of change in law and determine the additional cost;
- v. Undertake a monthly review of the various records and registers to be maintained by the concessionaire (including the records relating to complaints and accidents) and suggest suitable remedial measures/ procedures, where necessary.
- vi. Manage the weighbridge operations at all the key points of MSW management workflow as per the agreement and ensure daily/weekly/monthly reporting to NND



- vii. Monitor and measure all the service level benchmarks and KPIs of the project, submit appropriate reports and certify performance
  - viii. Provide services of experts to approve the quality of material and workmanship of various project components and operations
- 3.2.2. The Project Engineer shall certify the quantity of MSW collected, processed in the processing facility and inert material sent to landfill by the concessionaire on a daily basis.
- 3.2.3. In the event of emergency, the Project Engineer shall assist the concessionaire in dealing with the same and if necessary require or permit, as the case may be, the concessionaire to take such appropriate steps or measures including where necessary decommissioning of any project facilities, after approvals from NND.
- 3.2.4. Monitoring of Concessionaire's work as per their Contract and any instructions given by Nagar Nigam, Dehradun from time to time.
- 3.2.5. Design of appropriate MIS generation and dissemination among identified authorities.
- 3.2.6. Drafting of KPIs for the Concessionaire.
- 3.2.7. Monitoring of the KPIs.

### **2.3 Penalties**

Penalties shall be equivalent to as applicable for the Service Provider for Solid Waste Management for non-compliance / deficiency in compliance for respective task, as and when the Independent Engineer fails to notice and notify the Nagar Nigam Dehradun.

### **2.4 Hand back of Project Facilities to NND**

- 3.2.8. At the time of handing back the Project Facilities to NND at the end of concession period, the Project Engineer shall:
- (i) Monitor and certify compliance with project facility hand back requirements and
  - (ii) Issue a certificate of compliance with project facility hand back requirements to the concessionaire.

### **3.3. Breach of Obligations**

If during the course or upon review / inspection undertaken by the Project Engineer or otherwise, it transpires that either of the Parties is in breach/default of any of its obligations under the Agreement, the Project Engineer shall, under intimation to the other Party, require the defaulting Party to remedy such breach/default within such time and in such manner as the Project Engineer may deem fit and in each case the same shall be recorded.

### **3.4. Meetings, Records and Reporting**

- (a) The Project Engineer would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Construction Period and once every two months during the Operations Period as also to participate in emergency or extra-ordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.
- (b) The Project Engineer shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
  - (i) Manpower deployed and other organizational arrangements of the Project Engineer;
  - (ii) Reviews of documents submitted to it by the Concessionaire to meet Project Requirements, such as manuals, Drawings, As-Built drawings, schedules, plans and reports;
  - (iii) Inspections under taken and notices/instructions issued to the Concessionaire;

- (iv) Review of compliance with Project Requirements;
  - (v) Records of quantities of waste certified daily with respect to waste received, Processing done by the Concessionaire
  - (vi) Tests;
  - (vii) Change in Law;
  - (viii) Emergency (including accidents);
  - (ix) Force Majeure Events;
  - (x) Breaches and defaults by the Parties;
  - (xi) Project Facility Hand back Requirements; and
- (c) The Project Engineer would be required to submit the following reports to the Parties during the Concession Period:
- (i) Implementation /Construction Period
    - Monthly Progress Report (including details of slippages and remedial measures)
    - Report on Tests and report on notices Issued
    - Completion Certificate (including Provisional Certificate)
    - Report on Project Equipment and Vehicles purchased by the Concessionaire for implementation of the Project.
    - Any supplemental or special report that may be considered necessary by the Project Engineer (including Emergency, Force Majeure, and breach of obligations).
    - Any other report as may be reasonably required by NND or as may be necessary to give effect to the provisions of the Agreement.
  - (ii) Operations Period
    - Monthly O&M Report (including details of waste collected, processed
    - Report on Tests and report on notices Issued
    - Any supplemental or special report that may be considered necessary by the Project Engineer (including Emergency, Force Majeure, and breach of obligations)
    - Annual Review of O&M Manual
    - Any other report as may be reasonably required by NND or as may be necessary to give effect to the provisions of the Agreement.
  - (iii) Report on Project Facility Requirements.
  - (iv) Any other report as may be reasonably required by NND or as may be necessary to give effect to the provisions of the Agreement.

### **Review Committee**

A review committee comprising the following official has been formulated to discuss and approve the suggestions and planning proposed by the Consultant as in the Scope of Work described.

1. Municipal Commissioner, Nagar Nigam Dehradun.
2. Chief Municipal Health Officer, Nagar Nigam Dehradun
3. Senior Finance Officer, Nagar Nigam Dehradun.
5. Executive Engineer, Nagar Nigam Dehradun

## Key Team Members

S. No.	Key Professional	Qualification	Indicative Responsibility
1.	Project Manager/Project Coordinator- 1 no. (Full time)	<ul style="list-style-type: none"> <li>Degree in Environmental Science / Public Health Engineering / M.Sc. (Environment)/ Engineering/Others equivalent qualification</li> <li>The candidate should have good knowledge on SBM 2.0 protocols &amp; Swachh Survekshan practices of at least last 3 Survekshan.</li> <li>Experience of over 5 years particularly in Solid Waste Management Practices.</li> </ul>	<ul style="list-style-type: none"> <li>Lead the entire team and provide expert inputs. Draw upon previous expertise in land filling, collection, transportation, processing, and supervision of solid waste management activities.</li> <li>Appraisal of the DPR, drawings, completion schedule and O&amp;M plan to be submitted by the Concessionaire.</li> <li>Recommendations of payment after scrutiny of the bills of the concessionaire with the help of Team</li> <li>Review the environmental and social management plan (ESMP) and monitor the adherence to environmental and social impact assessment (ESIA) and the environmental and social management plan (ESMP) submitted by the Concessionaire.</li> </ul>
2.	Civil Engineer *	<ul style="list-style-type: none"> <li>BE/B.Tech (Civil engineering) with 5 years of experience in similar types of projects</li> </ul>	<ul style="list-style-type: none"> <li>Review the MRF/landfill construction, processing facility and other civil works for the project.</li> </ul>
3.	MIS Expert (Full time)	<ul style="list-style-type: none"> <li>MCA/M.Sc. (IT) with 5 years of experience in similar types of projects.</li> <li>Having good knowledge of computer applications as well as technology support related to Waste Management Practices</li> </ul>	<ul style="list-style-type: none"> <li>Portal updating, look after monitoring software, develop the daily reporting system for Concessionaire.</li> <li>Develop technology based support effective monitoring of Waste Management.</li> </ul>
3.	Accountant (Part time)	<ul style="list-style-type: none"> <li>B.Com with 5 years experience in similar types of projects &amp; having sound knowledge about accounting software.</li> </ul>	<ul style="list-style-type: none"> <li>To verify the NND bills and other financial statements submitted by the Concessionaire.</li> </ul>
4.	Site Supervisors (6 nos.) (Full time)	<ul style="list-style-type: none"> <li>Graduate with 3 years of experience in supervision of Solid Waste Management.</li> </ul>	<ul style="list-style-type: none"> <li>To supervise the operations at ULBs under MRF.</li> <li>To supervise the operation of Weighing Machine.</li> <li>As a reserve reliever to meet the day to day requirement of the supervisory staff.</li> </ul>

*\*(Required only for construction period on full time basis. Accordingly, please factor in the financial proposal for the concessioner period)*

Experts shown in 1 to 5 are key professional. The CVs of the personnel must have submitted as per the format attached in **annexure – 12** and Particulars of Key Personnel attached as per **annexure – 13**

## **II. CONDITIONS OF CONTRACT**

### **1. Definitions**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Nagar Nigam, Dehradun and the Consultant / Independent Project Engineer, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
  - (b) "The Contract Price" means the price payable to the Consultant under the Contract for the full and proper performance of its contractual obligations;
  - (c) "The Goods" means all the equipment, machinery, and/or other materials which the Consultant is required to supply to the Nagar Nigam, Dehradun under the Contract;
  - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Consultant covered under the Contract;
- 1.2 The Consultant/ Independent Project Engineer shall permit Nagar Nigam, Dehradun to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by independent auditors appointed by Nagar Nigam, Dehradun, if so decided.

### **2. Indemnity**

- 2.1 The Consultant / Independent Project Engineer shall indemnify Nagar Nigam, Dehradun against all third-party claims arising out of this Contract including any legal and financial issues.
- 2.2 In addition, the Consultant/ Independent Project Engineer shall undertake an insurance cover against all third-party claims for a value not less than the Contract amount including GST.
- 2.3 The Consultant shall take all other appropriate insurance covers to protect its own property and employees.
- 2.4 The Consultant / Independent Project Engineer shall further insure for appropriate sum the users of its services as required under relevant Law of the State or India.

### **3. Compliance to Statutes and Safety Standards**

- a. The service provider shall comply with all applicable statutory provision including guidelines issued by NGT or any other authority/ies with regard to environment protection, safety of the users and general public during the operation by the service provider.
- b. The service provider shall comply with all applicable statutory provisions with regard Minimum wages Act, PF, ESI etc. for the personnel employed.
- c. The service provider has to register itself in Uttarakhand State for remittance of GST; if not registered earlier before commencement of services.

### **4. Payment**

- 4.1 The method and conditions of payment to be made to the Consultant / Independent Project Engineer (in Indian Rupees) under this Contract shall be as under against achievement of respective milestone.
- a. monthly payments to the Project Engineer under this Contract shall be Rs. \_\_\_\_ (Rupees\_\_\_\_) per month being the quoted amount of the Project Engineer in his Proposal submitted to the NND.....
  - b. The amount specified in 4.1 (a) here is above has been fixed on the basis of the Financial Quote received from the Consultant/ Independent Project Engineer in the competitive Bid Process and is for a period of 1 (One) year from the date of issue of the Work Order ("Term of Service"). The initial duration of the services of the Independent Engineer cum Project Management Consultant is 1 (One) year from the date of issue of Work Order ("Initial Term"). Upon completion of

the Initial Term, the Contract will be extended up to the starting new project of MSW processing site.....

- 4.2 The Consultant's/ Independent Project Engineer request(s) for payment shall be made to the Nagar Nigam, Dehradun in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by documents, submitted and upon fulfillment of other obligations stipulated in the contract or as per instructions from Senior Finance Officer, Nagar Nigam, Dehradun.
- 4.3 Payments shall be made promptly by the Nagar Nigam, Dehradun but in no case later than thirty (30) days after submission by the Consultant the invoice and acceptance by authorized authority.
- 4.4 As per income Tax rules, Nagar Nigam, Dehradun shall deduct income Tax at source from the bills payable to the successful Consultant.

## **5. Audit**

- 5.1 The Independent Project Engineer may conduct or arrange an audit of the weighbridge data and records for verifying weighbridge data provided by the Concessionaire.
- 5.2 The Independent Project Engineer shall give the Concessionaire at least 7 (Seven) day notice of NND intention to conduct or arrange for the conduct of an audit.

## **6. Fees**

- 6.1 Fees charged by the Consultant for Services performed under the Contract shall not vary from the fees quoted by the Consultant in its proposal and not subject to variation on any account.
- 6.2 Consultant / Independent Project Engineer shall be entirely liable to pay and responsible for remittance with appropriate authorities all taxes incurred for and during the execution of this Contract including GST.
- 6.3 If required as per law, the consultancy firm has to register itself in Uttarakhand State for the purpose of GST remittance, if not registered, before commencement of Services

## **7. Period of Contract:**

For 3 (three) years from signing of the Contract, subject to satisfactory performance of the Service Provider to be reviewed periodically and at least once a year. The Contract may be extended on same terms and conditions for further periods till completion of the project (i.e. commencement of public operation).

## **8. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **9. Assignment**

The Consultant / Independent Project Engineer shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Nagar Nigam, Dehradun 's prior written consent.

## **10. Termination for Default**

- 10.1 The Nagar Nigam, Dehradun may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the Contract in whole or part:
  - (a) if the Consultant/ Independent Project Engineer fails to deliver any or all of the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Nagar Nigam, Dehradun; or
  - (b) if the Consultant/ Independent Project Engineer fails to perform any other obligation(s) under the Contract.
  - (c) If the Consultant / Independent Project Engineer, in the judgment of the Nagar Nigam, Dehradun has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 10.2 In the event the Nagar Nigam, Dehradun terminates the Contract in whole or in part, the Nagar Nigam, Dehradun may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Consultant shall be liable to the Nagar Nigam, Dehradun for any

excess costs for such similar Goods or Services. However, the Consultant shall continue the performance of the Contract to the extent not terminated.

#### **11. Force Majeure**

The Consultant/ Independent Project Engineer shall not be liable for forfeiture of its Performance Security or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

#### **12. Settlement of Disputes**

12.1 The Nagar Nigam, Dehradun and the Consultant shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

12.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Nagar Nigam, Dehradun or the Consultant may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Arbitration proceedings shall be conducted by a sole Arbitrator to be agreed by both parties, failing which the Arbitrator shall be nominated by the President, Indian Council of Arbitration in accordance with Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Dehradun.

12.3 All disputes shall be subject to High court of Judicature, Uttarakhand.

#### **13. Other conditions:**

13.1 Nagar Nigam, Dehradun may retain any information and/ or evidence submitted to Nagar Nigam, Dehradun by, on behalf of, and/ or in relation to any Consultant;

13.2 The Bidding Documents and all attached documents are and shall remain the property of Nagar Nigam, Dehradun and are transmitted to the Consultants solely for the purpose of preparation and the submission of a Proposal in accordance herewith. Consultants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. Nagar Nigam, Dehradun will not return any Proposal or any information provided along therewith.

**Details of newly created 31 wards (72) villages Nagar Nigam Dehradun & Proposed MRF centre**

**Ward wise approximate population data as per census 2011 for these 31 wards is given below:**

<b>S.No.</b>	<b>Zone no.</b>	<b>Ward no.</b>	<b>Ward name</b>	<b>Population</b>	<b>Household</b>
1	1	3	Ranjhawala	5730	946
2		59	Gujradhama	6712	1867
3		60	Dandalakhodh	5154	1298
4		61	Aamwalataria	9971	1130
5		62	Nanurkheda	7098	1466
6		63	Ladpur	7943	1710
7		64	Nehrugram	7180	1700
8		65	Dhobhal chowk	7143	1208
9		66	Raipur	6655	1167
10	2	94	Nathanpur-1	6284	1627
11		95	Nathanpur-2	7621	2004
12		96	Navada	8984	2503
13		67	Mohkmpur	7782	3533
14		68	Miyawalachak	7734	4646
15		98	Balawala	6816	2062
16		99	Nakraunda	8579	3061
17		97	Harawala	7561	1708
18		100	Nathuwala	9206	3082
19	3	79	Bharuwala	7843	932
20		84	Banjarawala	10310	4530
21		85	Mothorowala	6744	1984
22		86	Sevalakala	8643	1437
23		87	Pithuwala	7395	1709
24		88	Mehuwala	7766	1442
25		89	Harbhjwala	9610	2628
26		90	Mohbbewala	7610	1185
27		91	Chandrbani	9954	3005
28	4	01	Malsi	6125	1233
29		02	Vijaypur	6820	1364
30	5	92	Arkediya-1	10367	2556
31		93	Arkediya-2	10385	3045
			<b>Total</b>	<b>243725</b>	<b>63768</b>

### Fraud and Corrupt Practices

- 1) The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, Nagar Nigam, Dehradun may reject an Application without being liable in any manner whatsoever to the Consultants if it determines that the Consultants has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 2) Without prejudice to the rights of Nagar Nigam, Dehradun, if any Consultant is found by Nagar Nigam, Dehradun to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Consultants shall not be eligible to participate in any tender or proposal issued by Nagar Nigam, Dehradun or by any other Agency of Government of Uttarakhand during a period of 3 (three) years from the date such Consultants are found by Nagar Nigam, Dehradun to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 3) For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (a) **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Nagar Nigam, Dehradun who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Nagar Nigam, Dehradun, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 1.2.6, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Work or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of Nagar Nigam, Dehradun in relation to any matter concerning the Work;
  - b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
  - (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by Nagar Nigam, Dehradun with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
  - (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



**Format for Covering Letter \*\*\***

To  
The Municipal Commissioner  
Nagar Nigam Dehradun  
Near Doon Hospital, New road, Dehradun  
District-Dehradun,Uttarakhand-248001

Dear Sir,

**Ref.: Selection of Independent Project Engineer for Monitoring of Multiple Solid Waste Management Projects i.e Door to Door Waste Collection & Transportation (C&T) for Newly Added (72 villages) in Dehradun, Material Recovery Facility (MRF), Waste to Compost & Inert Management.**

1. We have read, understood and accept all the terms and conditions given in the RFP including Fraud and Corrupt Practices (Annexure – 1) and Anti-Collusion Certificate (Annexure – 3) in respect of the captioned proposal and we hereby submit our proposal.
2. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: [www.uktenders.gov.in](http://www.uktenders.gov.in)
3. We confirm that our proposal is valid for a period of 120 (one hundred and twenty) days from last date for proposal submission.
4. We hereby agree and undertake as under:  
Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our proposal we hereby represent and confirm that our proposal is unqualified and unconditional in all respects and we agree to the terms of the Contract, a draft of which also forms a part of the proposal provided to us.

Dated this .....Day of ....., 2022.

Name of the Consultant

.....  
Signature of the Authorized Person

Note:

\*\*\* On the Letterhead of the Consultant.

**Anti-Collusion Undertaking**

1. We hereby certify and confirm that in the preparation and submission of this proposal, we have not acted in concert or in collusion with any other Consultant or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.
2. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or Consultant in connection with the instant proposal.

\*\*\* On the Letterhead of the Consultant

**(Proforma of Performance Bank Guarantee)**

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

**In favour of**

Nagar Nigam, Near Doon Hospital, New road, Dehradun District-Dehradun,Uttarakhand-248001 hereinafter referred to as “Nagar Nigam, Dehradun”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

By the Contract entered into between Nagar Nigam, Dehradun and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 2013 / registered under....., having its registered office/permanent address at \_\_\_\_\_ (“the Consultant”), has been selected as Independent Project Engineer (IPE) for Monitoring of Multiple Solid Waste Management Projects i.e Door to Door Waste Collection & Transportation (C&T) for Newly Added (72 villages) in Dehradun, Material Recovery Facility (MRF), Waste to Compost & Inert Management for a period of ..... years (hereinafter referred to as “the work”).

A. In terms of the Contract, the Consultant is required to furnish to Nagar Nigam, Dehradun, an unconditional and irrevocable bank guarantee for an amount of Rs.....as security for due and punctual performance/discharge of its obligations under the Contract, relating to Work by the Consultant.

B. At the request of the Consultant, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Consultant of its obligations relating to the work.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s. \_\_\_\_\_ (hereinafter called “the Consultant”) of all its obligations relating to the Work and in connection with achieving the work objectives by the Consultant in accordance with the Contract.

2. The Guarantor shall, without demur, pay to Nagar Nigam, Dehradun sums not exceeding in aggregate Rs. .... within seven (7) calendar days of receipt of a written demand thereof from Nagar Nigam, Dehradun stating that the Consultant has failed to meet its obligations under the Contract. The Guarantor shall not go into the veracity of any breach or failure on the part of the Consultant or validity of demand so made by Nagar Nigam, Dehradun and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Consultant or any other Person. The Guarantor’s obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

In order to give effect to this Guarantee, Nagar Nigam, Dehradun shall be entitled to treat the Guarantor as the Principal Debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents or by the extension of time for performance granted to the Consultant or postponement/non exercise/ delayed exercise of any of its rights by Nagar Nigam, Dehradun or any indulgence shown by Nagar Nigam, Dehradun to the Consultant and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by Nagar Nigam, Dehradun or any indulgence shown by Nagar

Nigam, Dehradun, provided nothing contained wherein shall enlarge the Guarantor's obligation hereunder. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ unless discharged/ released earlier by Nagar Nigam, Dehradun in accordance with the provisions of the Contract. The Guarantor's liability in aggregate be limited to a sum of Rs. ....

3. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Guarantor or any absorption, merger or amalgamation of the Consultant /the Guarantor with any other Person. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by

\_\_\_\_\_ Bank

by the hand of Shri \_\_\_\_\_

its \_\_\_\_\_ and authorised official.

**Format for Technical Proposal – Past Experience**

(To be provided on the Letterhead of the Consultant and to be signed by the Consultant)

Sl. No.	Name of the Client	Contract no. and date	Contract value	Commencement date		Completion date	
				As per Contract	Actual	As per Contract	Actual
1							
2							
3							

The Consultant/Independent Project Engineer may submit more details / information to substantiate its claim for experience.

.....

Name of the Consultant

.....

Signature of the Authorized Person

### Format for Financial Proposal

As per BoQ in the Financial Folder.

#### TENDER INVITING AUTHORITY – NAGAR NIGAM DEHRADUN

**Name of the Assignment -** Selection of Independent Project Engineer FOR Monitoring of Multiple Solid Waste Management Projects i.e Door to Door Waste Collection & Transportation (C&T) for Newly Added (72 villages) in Dehradun, Material Recovery Facility (MRF), Waste to Compost & Inert Management.

**Name of the Bidder/Bidding Firm/Company -**

#### PRICE SCHEDULE

S.no.	Assignments Description	Monthly Professional Fee (figures) in INR (excluding GST)	Amount in words
1	<p>Selection of Independent Project Engineer for Monitoring of Multiple Solid Waste Management Projects i.e Door to Door Waste Collection &amp; Transportation (C&amp;T) for Newly Added (72 villages) in Dehradun, Material Recovery Facility (MRF), Waste to Compost &amp; Inert Management.</p> <p>(The rates to be quoted lumpsum per month for the deployment of desired resources &amp; activities as set under the scope of work provided in the bid document)</p>	<p>Supervision for Operation period (36 Months)</p>	
		<p>Supervision for Construction period (4 Months) estimated for evaluation purpose. However, payment will be made as actual.</p>	

**NOTE:**

- 1- GST shall be extra, as applicable at the time of raising invoices.
- 2- The financial evaluation shall be based on the above financial bid.
- 3- Bidder to include the cost of required facilities in the above quote.
- 4- No escalation on any account will be payable on the above amounts for the 36 (thirty six months) from the date of signing of the agreement.

**Format for Financial Capability**

<b>Financial Year</b>	<b>Amount (in Rs.)</b>
<b>2018-19</b>	
<b>2019-20</b>	
<b>2020-21</b>	
<b>2021-22</b>	

**Note:**

1. The Consultant should provide the Financial Capability based on its own financial statements. Financial capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.
2. This should be duly certified by CA along with his / her firm stamp and registration no. will be considered.

**{Note:**

1. To be given on Stamp paper of value not less than Rs. 100, and also should be Notarised.
2. Only in case of Proprietary firms and if signed by proprietor himself / herself, this Power of Attorney is not required. }

**Power of Attorney for signing of Application**

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 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 proposal for Selection of Independent Project Engineer for Monitoring of Multiple Solid Waste Management Projects i.e Door to Door Waste Collection & Transportation (C&T) for Newly Added (72 villages) in Dehradun, Material Recovery Facility (MRF), Waste to Compost & Inert Management proposed by Nagar Nigam, Dehradun, (the “Nagar Nigam, Dehradun”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to Nagar Nigam, Dehradun, representing us in all matters before Nagar Nigam, Dehradun, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our proposal, and generally dealing with Nagar Nigam, Dehradun in all matters in connection with or relating to or arising out of our proposal for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract with Nagar Nigam, Dehradun.

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 .....2022

For .....

(Signature, name, designation and address)

**(Notarised)**

**(Name, Title and Address of the Attorney)**

**Accepted**

.....

**(Signature)**

Witnesses:

1. ....

2. ....

**Notes:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.



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

(On non-judicial stamp paper of appropriate value)

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2022 between..... (Name of Nagar Nigam, Dehradun) (Hereinafter called "the Nagar Nigam, Dehradun ") represented by .....of the one part and..... (Name of Consultant) of..... (Hereinafter called "the Consultant ") represented by ..... of the other part:

**WHEREAS** the Nagar Nigam, Dehradun is desirous that certain Goods and ancillary services viz., Independent Project Engineer for Monitoring of Multiple Solid Waste Management Projects i.e Door to Door Waste Collection & Transportation (C&T) for Newly Added (72 villages) in Dehradun, Material Recovery Facility (MRF), Waste to Compost & Inert Management (Brief Description of Goods and Services) and has accepted a proposal by the Consultant for the same in the sum of..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) Power of Attorney;
  - b) Affidavit;
  - c) Covering letter;
  - d) Price Schedule uploaded by the Service Provider;
  - e) Scope of Work /Scope of Services;
  - f) Conditions of Contract;
  - g) Notification of Award;
  - h) Performance Security; and
  - i) Minutes of pre-contract negotiation meeting
3. In consideration of the payments to be made by the Nagar Nigam, Dehradun to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Nagar Nigam, Dehradun to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Nagar Nigam, Dehradun hereby covenants to pay the Consultant in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services, which shall be provided by the Consultant, are as under:

**TOTAL VALUE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said ..... (For the Nagar Nigam, Dehradun)  
in the presence of:.....

Signed, Sealed and Delivered by the  
said ..... (For the Consultant)  
in the presence of:.....

(On not less than Rs. 100/- stamp paper)

**AFFIDAVIT**

1. I / We, ..... who is / are Authorized to sign and submit the proposal against your tender [ title and reference number of the Invitation for proposals] do hereby undertake as follows:
  - i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
  - ii. any of our personnel, representatives, sub-consultants, sub-Consultants, consultants, Consultants and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
  - iii. indemnify and compensate the Nagar Nigam, Dehradun from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
  - iv. our firm / company, M/s. .... and our Principal M/s. .... are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India as on the last date of proposal submission.
  
2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the Nagar Nigam, Dehradun including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Consultant

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

(Notarised)  
(Name, Title and Address of the Attorney)

Accepted  
.....  
(Signature)

Witnesses:

1. ....

2. ....

Duly Authorised to sign this Authorization on behalf of: [insert complete name of Consultant]

(On not less than Rs. 100/- stamp paper)

**LITIGATION HISTORY**

*[Note: Bidder/Proposer shall provide the certification or information as per format given below. Failure to provide such certification or information (fully and accurately) may result in a determination that the Bid/Proposal is non-responsive.]*

**NO LITIGATION CERTIFICATION**

I,-----  
-----, hereby certify that  
(person responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

has not been involved in any litigation for five (5) years preceding the date of submittal of this Bid/Proposal.

**LITIGATION HISTORY INFORMATION**

(1) Name of Case: -----  
Court case identification number:-----  
Jurisdiction in which case was filed: -----  
Outcome of the case: -----

(2) Name of Case: -----  
Court case identification number: -----  
Jurisdiction in which case was filed: -----  
Outcome of the case: -----

**DECLARATION:**

I declare under penalty of perjury that the foregoing is true and correct.

Executed this -----day of----- (month and year) at -----  
-----

By -----

(Signature of person responsible for submission of Bid/Proposal)

### Curriculum Vitae (CV) of Key Personnel

1. Proposed Position :
2. Name of Firm :
3. Name of Staff :
4. Date of Birth : Nationality :
5. Education :
6. Membership of Professional Associations :
7. Years of Experience :
8. Countries of Work Experience :
9. Languages Speak Read Write
10. Employment Record :  
 From: TO:  
 Employer:  
 Position Held :
11. Detailed Tasks Assigned
12. Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned  
 Name of assignment or project:  
 Year:  
 Location:  
 Client:  
 Main project features:  
 Positions held:  
 Activities performed:

**Certification:**

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

I also certify that I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

Date

[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member:

Full name of authorized representative:

**Notes:**

- 1- Use separate form for each Key Personnel
- 2- The names and chronology of assignments included here should conform to the project-wise details
- 3- Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.

## Particulars of Key Personnel

S.no.	Designation of key personnel	Name	Educational Qualification	Length of professional Experience	Present Employment		No. of Eligible Assignments
					Name of Firm	Employed Since	