



# कार्यालय नगर निगम देहरादून



दूरभाष-0135-2655620

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Letter no...26.82 CH

Date...24/04/23

	<b>Nagar Nigam Dehradun</b> Telephone & 0135 -2714074 Website - www.nagarnigamdehradun.com E-mail - nagarnigam.ddn@gmail.com	
<b>E-Tender Notice</b>		
<p>NND invites Request for Proposal (RFP) for Project Management Consultancy (PMC) for Source Segregation, Door to Door Collection, Secondary Collection &amp; Transportation of Waste (C&amp;T) for 51 wards for five years from eligible bidders having experience as indicated in the RFP document. Interested bidders are requested to download the RFP document from e-tenders portal government of Uttarakhand between the said dates. Pre-bid meeting is scheduled at 2.30 pm on 26.04.2023. 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 online submission of bids is 10.05.2023 at 2.00PM.</p>		
Municipal Commissioner, Nagar Nigam Dehradun		

**Copy to:**

- 1 Honorable Mayor Nagar Nigam Dehradun for kind information.
- 2 Editor Daily News Paper Hindustan Hindi (Uttarakhand)/Pioneer English (Uttarakhand & Delhi NCR) to publish the tender advertisement in minimum space as per reasonable rate for Nagar Nigam Dehradun.
- 3 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.

  
Municipal Commissioner  
Nagar Nigam Dehradun



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

**For**

**Project Management Consultancy (PMC)  
for Source Segregation, Door to Door  
Collection, Secondary Collection &  
Transportation of Waste (C&T) for 51  
wards for five years.**

**NAGAR NIGAM DEHRADUN  
(UTTARAKHAND)**

**Ph: 0135 - 2714074**

**E-mail : nagarnigam.ddn@gmail.com**

**Website: www.nagarnigamdehradun.com**

## Disclaimer

The information contained in this Request for Proposal ("RFP") Document or subsequently provided to Bidder, whether verbally or in documentary form by or on behalf of the Nagar Nigam Dehradun, Government of Uttarakhand ("Government Representatives") or any of their employees or advisors or Uttarakhand Urban Development Directorate is provided to the Bidder on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than the Applicants who are qualified to submit the Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the 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 the Government Representatives, their employees or advisors or Urban Development Directorate to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

The Government Representatives, their employees, 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. Some information and details are being given as per the already partially executed project by the previous concessionaire. Due diligence should be applied in examining the existing equipments, vehicles, bins, infrastructure etc fully or partially executed in the project. The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

**NAGAR NIGAM DEHRADUN (NND)**  
1 Patel Road Dehradun (Uttarakhand) – 248001





RFP No.....

Date.....

**Subject: Request for Proposal (RFP) for Project Management Consultancy (PMC) for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 51 wards for five years.**

#### Tender Schedule

<b>Date of downloading tender document</b>	From 2:00 PM on 21.04.2023
<b>Pre-proposal meeting</b>	at 2:30 PM on 26.04.2023
<b>Last date for seeking clarification, if any</b>	Up to 2:00 PM on 25.04.2023
<b>Start date and time for uploading of proposal in e-Procurements platform</b>	Up to 2:00 PM on 29.04.2023
<b>Last date and time for uploading of proposals (both Technical and Financial) in e-Procurements platform</b>	Up to 2:00 PM on 10.05.2023
<b>Time and date of opening of Technical proposal</b>	at 4:00 PM on 10.05.2023
<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 (NND) 1 Patel Road, Dehradun (Uttarakhand) – 248 001

#### I. Instruction to Bidders (ITB)

1. NND invites Request for Proposals (RFP) through e-procurement portal for **Selection of an Agency for Project Management Consultancy (PMC) for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 51 wards for five years** as per details given in this documents as per Uttarakhand Procurement Rules - 2017 and subsequent revisions.
2. **Objective of the project** - The purpose of the project is to create an efficient and effective source segregation of waste, door to door collection, storage and transportation system for MSW. The main objectives of the project are
  - 2.1 Sorting at / or as close to the source of waste generation as possible, into three categories – Wet waste (Biodegradable), Dry waste (Non-biodegradable) and Domestic Hazardous Waste
  - 2.2 Adherence to the SWM Rules 2016 and its subsequent amendments
  - 2.3 To improve the people's attitudes to and perceptions of Municipal solid waste problems and their capacity to participate in solid waste management
  - 2.4 To find solutions for waste management through community participation in establishing environmentally and economically sustainable waste management systems with the help of NGOs, CBOs and RWAs.
  - 2.5 To promote the recycling and reuse for selected streams of waste.
  - 2.6 To promote the decentralized waste management and MRF.
  - 2.7 To promote the source segregation of waste.

**Scope of Proposal** – Nagar Nigam Dehradun, Government of Uttarakhand, (hereinafter referred to as “NND”) invites detailed proposals (Key Submissions, Technical Proposal and Financial Proposal, together referred to as ‘Proposal’) from Bidders who fulfill eligibility - qualification criteria indicated in this RFP, for Project Management Consultancy (PMC) for



Door to Door Collection, Secondary Storage & Transportation of Waste (C&T) Solid Waste Management System (here in after referred to as "The Project") in Nagar Nigam Dehradun for 47 wards. The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP Document ("Evaluation Methodology") in order to identify the successful Bidder for the Project ("Successful Bidder"). The Successful Bidder would then have to enter into a concession agreement with Nagar Nigam Dehradun and perform the obligations as stipulated there in, in respect of the Project. NND is keen to improve Source Segregation, Door to door collection of MSW in the city in terms of SWM (Management & Handling) Rules-2016, and Swachh Bharat Mission (SBM) involving private sector to provide SWM services using his own money, tools, manpower, vehicles & equipment through 5 years contracts on Government Support basis. Terms used in this RFP Document which have not been defined here in shall have the meaning ascribed there to in the Draft Contract Agreement. Detailed Scope of the Project/ToR in this RFP Document.

This PMC (Project Management Consultancy) Project is to assist NND in monitoring and execution of the door to door collection project as an independent agency.

**3. Bidder's Responsibility:**

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP Document will be at the Bidder's own risk. It would be deemed that prior to the submission of Proposal, the Bidder has:

- a. Made a complete and careful examination of requirements, and other information set forth in this RFP Document;
- b. Received all such relevant information as it has requested from NND; and
- c. Made a complete and careful examination of the various aspects of the Project including but not limited to:
  - I. the Project sites
  - II. existing facilities, vehicles, equipment and structures
  - III. space/water availability
  - IV. The conditions of the access roads and utilities in the vicinity of the Project Site
  - V. conditions affecting transportation, access, disposal, handling and storage of the materials
  - VI. clearances obtained by NND for the Project; and
  - VII. All other matters that might affect the Bidder's performance under the terms of this RFP Document.
  - VIII. NND shall not be liable for any mistake/error/neglect by the Bidder in respect of the above.

**4. Eligibility criteria.**

- i) Should be a legal entity as per Indian Law.
- ii) Should have GST registration.
- iii) JVs / Consortiums are also eligible. However, they are not permitted to submit proposal individually as well as partner of a JV / Consortium, in which case both proposals shall be rejected.
- iv) In case of JV / Consortium there can be maximum of three partners / members.
- v) Consortium / JV agreement or MoU should be part of Technical Proposal and agreement / MoU should include the provision to the effect that all members should be liable to the Client jointly and severally notwithstanding their mutual stake-holding, without which the Proposal shall be considered non-responsive. JV agreement as attached in annexure - 12
- vi) A Power of Attorney for signing of proposal needs to be furnished in favor of the Authorized Signatory as per format provided in Annexure – 8.
- vii) Affidavit as per format provided in Annexure – 10.



- viii) The bidder should not have been black listed as on the last date of proposal submission by any Ministry / Department / under taking of Government of India or any State or Union Territory Administration.
  - ix) If any bidder, during three years prior to last date for proposal submission, has not signed the Contract or failed to execute the Contract after signing for NND is not eligible against this tender.
  - x) Should have achieved an Average Annual Turnover during any three FY 2018-19, 2019-20, 2020-21 & 2021-22 of not less than Rs. 1.5 crores. (The Financial turnover is the total financial turnover of the bidding company / organization / Bidder from related activity. But, 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).
  - xi) **Past Experience:** Satisfactorily completed work (or ongoing work for at least two year) of PMC or other roles of similar capacity, including monitoring Door-to-Door garbage collection through RFID Tags/QR Code/NFC Technology/Any IOT technology, along with devising Strategy for IEC & Swachh Sarvekshan etc. One project not less than 200 Metric Tons / Day (or two projects of 100 Metric Tons/Day).
5. The Bidders should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting Eligibility-cum-Qualification Criteria.
  6. The Bidder shall also submit Overall Approach & Methodology for undertaking the Project, which shall include –
    - a. Technical Approach and Methodology, including assumptions in development of the primary collection system, storage system and transport system.
    - b. Approach for addressing the issues of equipment replacements in view of wear and tear and augmenting the capacities in line with the rising waste loads.
    - c. Organization and Staffing,
    - d. Assessment of Risk and mitigation plan
    - e. Approach towards community awareness and participation; capacity building among the workers, etc.

{\*Note: In the interest of Project, NND may seek confirmation regarding any modification for consideration in case of award of contract without any additional financial implication for NND.}
  7. Due diligence by bidders – bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the bid by visiting project sites.
  8. Tender fee of Rs. 5,900 (Rs.5,900 + GST 18%) to be paid online as per details given under ITB Clause No. 9 (ii) before technical proposal opening. **In case of non-payment within this time, the proposal shall be summarily rejected.**
  9. **Earnest Money:**
    - (i) The Earnest Money is Rs. 5, 00,000/= (Five Lakhs only), to be paid online as per details given below before opening of technical proposal. **In case of non-payment within this time, the proposal shall be summarily rejected.**
    - (ii) The **Tender fee and Earnest Money** should be remitted through net banking. The online transaction receipt for Tender Fee and Earnest Money shall be submitted along with e-tender. 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 – UBIN0554391



- (vii) GST No. – 05MRTN00369FID8
- (viii) PAN – AAALN0273G
- (iii) The Earnest Money shall be returned to unsuccessful Bidders within a period of thirty (30) days from the date of announcement of the Successful Service Provider. The Earnest Money submitted by the Successful Bidder shall be released upon furnishing of the Performance Security.
- (iv) The Successful Service Provider'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 Bidder 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 Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by NND.
- (vi) Proposals of lesser value shall be summarily rejected as non-responsive.

**10. Proposal Preparation Cost:**

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

**11. Clarifications:**

Bidders requiring any clarification on the tender document may upload the queries on website: [www.uktenders.gov.in](http://www.uktenders.gov.in) or through e-mail (with subject- PMC Door-to-Door) to Health Section at [nagarnigamddn.health@gmail.com](mailto:nagarnigamddn.health@gmail.com) prior to the time and date given in the Tender Schedule (Page – 1).

**12. Amendment of Proposal:**

- (i) At any time prior to the proposal due date, NND may, for any reason, whether at its own initiative or in response to clarifications requested by a Service Provider, modify the proposal 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 Bidders reasonable time in which to take an Addendum into account, or for any other reason, NND may, at its own discretion, extend the proposal due date.

**13. 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, NND may request that the Bidders extend the period of validity for a specified additional period. A Bidders may refuse the request without forfeiting its Earnest Money. The proposal of any Bidders refusing to extend the Earnest Money shall be returned and shall not be included in the further proposal process. A Bidders agreeing to the request of extending the Earnest Money will not be allowed to modify its proposal, but would be required to extend the validity of its Earnest Money for the period of extension.

**14. Pre-Proposal Meeting:**

- (i) To clarify and discuss issues with respect to the work and the proposal, a Pre-Proposal meeting will be held on the date, time and place indicated in the Tender Schedule given on Page no. 1 of this document, Attendance of the bidders at the Pre-Proposal 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-Proposal conferences, the Bidders will be free to seek clarifications and make suggestions for consideration of NND. NND 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.
15. Bidders may note that NND will not entertain any deviations to the proposal at the time of submission of the proposal or thereafter. The proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the proposal with all its contents including the Contract. Any conditional proposal shall be regarded as non-responsive and shall be rejected.
16. No interpretation, revision, or other communication from NND regarding this solicitation is valid unless posted on website: [www.uktenders.gov.in](http://www.uktenders.gov.in).
17. **Format and Submission of Proposal:**
- i) Bidders would provide all the information as per this proposal and in the specified formats. NND 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) Presentation also should be uploaded as part of Technical Proposal.
  - v) 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. Tender fee and EMD online deposit scanned receipt has to be uploaded along with technical proposal.**
  - vi) Financial proposal folder: As per BoQ in the financial folder.
  - vii) The Bidders 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.
  - viii) 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.**  
NND, 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.
  - ix) **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.
  - x) The Bidders 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 Service Provider's risk and may result in rejection of its proposal.
  - xi) The (a) **Original Power of Attorney** (as per format) (b) **Original Affidavit** (as per format) and (c) **JV / Consortium agreement or MoU** (if applicable). **No original documents are required at this stage.** However, the successful bidder shall submit these original documents before signing of agreement.
18. **Modification and Withdrawal of Proposals:**
- (i) The Bidders 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 Earnest Money.
19. NND 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 NND in respect of such proposals.

20. Conditional proposal shall not be considered. Any proposal found to contain conditions attached, shall be rejected.

**21. Proposal Opening:**

- (i) Bidders representatives who choose to be present may attend the proposal opening.
- (ii) If the office happens to be closed on pre-proposal 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.**

**22. 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. NND 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. NND 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.

**23. Clarifications :**

- (i) To assist in the process of evaluation of proposals, NND may, at its sole discretion, ask any Bidder 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 be 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) NND reserves the right to independently verify by a team of Officers of NND or independently facts and figures provided in the documents submitted by the Service Providers; 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 Service Provider.
- (iii) Bidders shall fill up the required information as per the prescribed proposal form. If any Bidder does not fill up the information properly, NND has a right to reject such proposals.

**24. Proposal Evaluation:**

- (i) To assist in the examination, evaluation and comparison of proposals, NND may utilize the services of consultant/s or advisor/s.
- (ii) Evaluation of Proposals will be done in two stages – first the Technical Proposal i.e., the bidders, who meet eligibility-cum-qualification criteria given above and who score not less than 70% of the competency test as per following criteria shall be considered as technically responsive:

<i>Sr. no.</i>	<i>Criterion</i>	<i>Maximum marks</i>
1.	Having propriety rights smart SWM monitoring system, including various modules related to GPS tracking, attendance monitoring, bins cleaning, weighbridge operations etc.	20
2.	Minimum two years experience of PMC or similar work for door to door	20

	collection in a single ULB serving minimum 60,000 households or population of minimum 3 Laacs	
3.	Staffing pattern and strength	20
4.	Experience of work with Award Winning ULBs/Top performing ULBs, in the similar or higher category as NND, including awards received through Ministry, GOI for relevant work	15
5.	Demo of software/apps	25
	<b>Total</b>	<b>100</b>

Thereafter, only their financial proposals shall be opened.

- (iii) The Bidder who has submitted the *lowest evaluated responsive* proposal shall be deemed to be the preferred service provider.
- (iv) Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (v) With regard to eligibility cum qualification criteria; and Bidders responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Bidders.
- (vi) The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidders' representatives.
- (vii) Any conditional bid would be rejected
- (viii) Proposals shall be deemed to be under consideration immediately after they are opened and until such time NND makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting NND and or their employees/ representatives on matters related to the Proposals under consideration by any means.

**25. NND's Right to Accept or Reject Proposal:**

- (i) NND 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) NND reserves the right to reject any proposal including that of the Preferred Bidder if:
  - (a) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Bidder is established, the Bidder may be blacklisted and /or appropriate legal proceedings may be initiated against such Bidder as per the prevailing laws, OR
  - (b) the Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.
  - (a) take any such measure as may be deemed fit in the sole discretion of NND, including annulment of the bidding process.

**26. Negotiation:**

Ordinarily no negotiation shall be done. However, where price negotiation is necessary in the opinion of NND same shall be resorted to with the preferred Service Provider.

**27. Notifications:**

- (i) Upon acceptance of the Financial Proposal of the Preferred Bidder with or without negotiations, NND shall declare the preferred Bidder as the successful Service Provider.
- (ii) NND will notify the Successful Bidder by facsimile or e-mail and by a letter (Speed Post / Registered Post) that its proposal has been accepted.

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

Within three (3) days from the date of issue of the NOA, the Successful Bidder shall confirm their acceptance of the NOA.



**29. Execution of Contract:**

- (i) The Successful Bidder shall execute the Contract within one (1) week of the issue of NOA or such time as approved by NND.
- (ii) NND will promptly notify other Bidders that their proposals have been unsuccessful and their Earnest Money will be returned as promptly as possible in any case not later than 30 (thirty) days from the date of announcement of the Successful Service Provider.

**30. Performance Security:**

- (i) Before signing of the Contract, the preferred bidder shall furnish Performance Security for an amount equal to 5% of estimated contract value including GST for 2 years initially. Thereafter, 5% shall be deducted from every bill amount as PBG (Performance Based Guarantee or Performance Security). Entire PBG shall be released within 60 days after performance and discharge of all obligations under the contract. PBG to be submitted by way of an irrevocable and unconditional Bank Guarantee (Annexure 4) issued by a scheduled bank located in India in favor 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 bidder 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 bidder, who has submitted next higher Financial Proposal or call for new Proposals.

31. Blacklisting for failure to sign the Contract or its execution: Withdrawing the proposal or failure to sign the Contract or its execution after signing shall result in blacklisting of the bidder including JV / Consortium partner/s, if any. The blacklisting shall be effective from the date of notice issued by NND for a period of three years except under *force majeure* circumstances, in addition to forfeiture of EMD or Performance Security, if already submitted.

**32. Debriefing and Appellate:**

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

**33. Period of proposed contract**

The proposed period of contract is five (5) years which can be extended up to further five (5) more years on the same terms. NND will review performance periodically at its discretion and at least once a year. At the end of contract period, extension may be given for further periods but not exceeding in aggregate one year.

**34. Scope of the Door to door project (Refer RFP as annexure - 15)**

**35. Scope of the Project/ToR – PMC/ Monitoring agency**

**1) Objective(s) of the Assignment:**

- a. The objective of the assignment of PMC/IE is to monitor & supervise all the activities prescribed in the agreement of Door-to-Door Collection, Segregation and Transportation of MSW work and as per Solid Waste Management Rules,

2016 and subsequent amendments & as per CPHEEO manual guidelines and also to follow NGT/CPCB/RSPCB directions & guidelines regarding the projects.

- b. 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,
- c. IE shall prepare all records of manpower, machine/vehicles, waste collected from door to door collection and transported up-to processing plant & Landfill or as directed by Nagar Nigam Dehradun
- d. Certify on a daily basis, the following quantum of MSW:
  - i. Quantity collected
  - ii. Quantity sent to processing site
  - iii. Quantity processed at MRF center
  - iv. Monitoring of number of Door-to-Door Waste Collection & Source Segregation within project area as per the RFP.
  - v. Monitoring of I.E.C activities required for achieving 100% D2D collection & source segregation.
  - vi. Checking and certification of Bill of concessionaire as per RFP/agreement signed
- e. Reporting of any incident/issue, which has potential to affect smooth functioning of the project, related to MRF/Collection/Transportation, to concessionaire & NN Dehradun within 2 days of occurrence and maintenance of log time for compliance.
- f. PMC/IE shall work independently for all technical support, guidance and supervision of the project and its allied activities. The Independent Engineer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. The consultants will work under the overall guidance, control and direction of the Commissioner, NND. PMC/IE shall establish their office in Dehradun.

2) **Detailed Tasks:** Broadly, the Scope of Work of the Independent Engineer (IE/PMC) shall encompass the following activities, but not limited to:

**a. Reporting:**

- i. Shall provide a Smart SWM monitoring and supervision system based on GPS monitoring of vehicles and integrated with IOT. This system shall be used for all kind of monitoring and reporting.
- ii. IE shall ensure that Door to Door Collection, Segregation and Transportation of MSW work shall be executed according to Solid Waste Management Rules, 2016 and subsequent amendments thereof and Swacch Survekshan Surveys, NGT & CPHEEO manual guidelines.
- iii. IE shall examine the minimum number of vehicles/equipment/manpower & submit its detailed plan to the NND which will be required for smooth functioning of Door to Door Collection, Segregation and Transportation of MSW work & review accordingly for subsequent years.
- iv. Submit report on daily basis for the deployment of secondary collection and transport vehicles such as Dumper, Hywa, Loader, compactors, JCB etc.
- v. IE shall examine and review the IEC activities done by contractor for segregation of waste at source.
- vi. IE shall review the monthly progress report submitted by the Contractor during the Implementation Period and its conformity with the agreement and orders issued by NND and suggest corrective measures, if any;



- vii. IE shall verify the monthly bills (as per the agreement/scope of work of Door to Door Collection, Segregation and Transportation of Municipal Solid Waste of Dehradun) submitted by the Contractor and issue compliance certificate for payment indicating the penalty/liquidated damage amount for non-compliances. So, he will ensure that only legitimate payment shall be made to the contractor.
- viii. IE shall submit Monthly Reports indicating the status, progress and actions required for improvement of Door To Door Work.
- ix. IE shall on daily basis submit report by coordinating and collecting various data from all sites viz., dry waste centers, recycling centers/Material recovery centre, decentralized centers, processing, treatment and disposal facilities regarding waste quantity received, processed, compost produced, RDF produced, sold (sales logbook), stocked etc. NND shall facilitate IE by issuing orders to all concerned to provide data to IE with copy to NND.
- x. IE shall Report on total garbage Point of Interest (POIs)/bins/heaps/dumps/open GVPs and roadmap to remove them as per SWM guidelines and concept of bin free city and garbage free city.
- xi. IE shall appoint appropriate manpower for monitoring & supervision work at all transfer stations/ MSW Processing Plants/ Composting Sites/ MRFs to check quality of waste collected and transported by contractor.
- xii. IE shall maintain proper documentation of waste segregation at the source and daily record of dry and wet waste generated from the wards.

**b. Work Plan - Routes, Timing and Frequency:-** The IE shall do the following tasks and submit reports to NND

- i. Shall develop route maps and trips for all vehicles engaged in D2D collection in consultation with D2D contractor agency and monitor their functioning
- ii. Generate various kinds of alerts related to deviation from routes, various delays related to work plan, deviations from work plan etc.
- iii. Prepare separate plans (routes/timings/vehicle assignment) for special category of waste generators including Bulk Waste Generators (BWGs)
- iv. Submit daily report of coverage of door to door collection in ward using Vehicle Tracking System (VTS) or any other technological methodology and also report on areas left for non-coverage by contractors.
- v. Submit daily report of un-cleared depot/ litter bins in the wards.
- vi. Submit daily report of non-coverage of market areas and garden areas
- vii. Submit other daily report as required by NND essential for monitoring of D2D collection works

**c. Verification of Bills:**

- i. IE shall verify monthly bills submitted by contractor agency for D2D collection of waste as per tender conditions and present verified bills to NND for further processing
- ii. IE shall ensure that no errors are found in verified bills. NND may separately verify/check bills provided by IE.

**d. Waste Weighment:** IE shall verify the records generated at weighbridge and check Weighment at all the locations viz., transfer station, recycling centers, treatment facilities. IE shall inspect Waste for verification on construction

debris/landscape Waste/ other non-conforming waste, if any mixed with MSW and transported.

- e. **Other Monitoring:** IE shall monitor whether the contractor had initiated actions on:-
- Regularly carrying out required repairing and maintenance of all equipment and vehicles as per the schedule and as required.
  - Providing required manpower for primary collection, secondary collection and transportation of Municipal Solid Waste.
  - Public awareness campaigns to elicit the best response from public in practicing source segregation, door-to-door collection and restraining from the traditional practices of dumping the wastes into the drains, littering on the roads and or any other space in the service area.
  - Press clipping and photographic evidence of outreach programmes, D2D efficiencies etc.
  - Involvement of NGO, RWA, Corporators, NND officials in public awareness campaigns.
  - Statutory requirements on Safety and environment management measures adopted by the Contractor for the Project.
  - Public Grievances received, feedback process to close the Complaints lodged by the public
  - IE shall assist NND in documentation process required to be submitted to MoUD, Swachh Survekshan Ranking, R.T.I. and suggest measures to improve the ranking process, shall facilitate survey teams with data and field visits.

### 3) Team Composition & Qualification Requirements for the Key Experts:

Sr. No.	Team members	Job Profile	Comments
1	Team Leader	Project coordination	<ol style="list-style-type: none"> <li>1) SWM expert/Environmental Engineer</li> <li>2) At least 5 years of experience of managing D-2-D waste collection projects of equivalent scale and size</li> </ol>
2	IT expert	Operations of smart SWM monitoring system  <ol style="list-style-type: none"> <li>1) Responsible for functioning/operationalization of smart SWM monitoring system.</li> <li>2) Coordination with work agency to integrate</li> </ol>	<ol style="list-style-type: none"> <li>1) Graduation/Post graduation in IT related courses or specialized courses related to MIS/IT</li> <li>2) At least 2 years of experience in managing D2D waste collection</li> </ol>



		relevant data feed and generate reports  3) Generate daily reports on various aspects of execution of the project  4) Develop new modules /reporting formats as per requirement of project	monitoring software
3	Accountant	Verification of bills and imposition of penalties as per this document	-----
4	Legal expert	Advisory on legal matters/disputes related to project	Relevant experience in commercial law
5	Social/IEC expert	Awareness generation  IEC activities, community mobilization, social media, and/or behavior change activities, Resolving Public Grievances, Field staff issues, etc.	1) 3 years of experience in IEC projects in Solid Waste management sector
6	Field Supervisor	Ground verification of works  1) Verification of ground work  2) monitoring of the respective wards on total waste clearances covering all sectors viz., households, commercial, institutional, Bin clearances etc.	1) Graduation/diploma or above  2) Minimum one year experience in field work/surveys
7	Office staff	-	-

\*IT expert can be single person or IT team. The PMC has to ensure that expected work output is delivered

\*Accountant and Legal Expert can be part time services

\*Numbers of field supervisor to be decided by service provider. At least 1 per 4-5 wards. Additionally for transfer station, weighment station, parking lot etc.

\*Details regarding team members, their CVs, number of persons to be employed etc. shall be provided in methodology

#### 4) Reporting Requirements and Time Schedule for Deliverables:

- Setting up of smart SWM system within 30 days from mobilization/signing of contract
- Template and standard digital format for reporting within 15 days from mobilization.

- c. Reporting on various aspects of project, as desired by NND, to assess the performance of the contractor of D2D waste collection
- d. Information, Education and Communication materials in digital format within 45 days from mobilization.
- e. Inputs concerning operation and maintenance manuals.
- f. Recommendation on specific detailed action plan for raising awareness among the citizens for source segregation.
- g. Consolidated and summarized comments, suggestions and grievances posted on the Swachatta App, NND app, Facebook and Twitter accounts every week. Consolidated newspaper articles on the project every day.
- h. To ensure photos/Video recording of the progress of the works at the sites, and such clips be recorded date wise, area wise and to be handed over to the NND on time to time basis as per NND instructions.
- i. Monthly Progress Reports within 10 days since the end of month.

### **36. Payment Terms**

#### **i) PMC/Monitoring Agency**

- a. As per finally agreed fee, for services provided in accordance with the contract terms.
- b. Grace period of 30 days for setting up and operationalizing Smart SWM monitoring and control systems. If the system is not in place after expiry of Grace period, the service provider would be categorized as defaulter and liable for termination at discretion of NND

### **37. Penalties/termination**

- a. Non-compliance of scope of work may lead to termination.
- b. For not complying the timelines of any deliverable as per the Terms of References may lead to penalty of maximum up to 20 % of monthly billing value every month.

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## **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 NND and the Service Provider, 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 fees payable by the Service Provider under the Contract for the full and proper performance of its contractual obligations;
  - (c) "Services" means services required to be provided by the Service Provider covered under the Contract;
- 1.2 The Service Provider shall permit NND to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by independent auditors appointed by NND, if so decided.

### **2. Indemnity**

- 2.1 The Service Provider shall undertake an insurance cover for an assured sum equivalent to the Contract Value including GST against third party liability.
- 2.2 In addition, Service Provider shall indemnify NND against all third-party claims arising out of this Contract; and any legal and financial liabilities arising out of negligence or otherwise of the Service Provider's personnel.
- 2.3 The Service Provider shall take all other appropriate insurance covers to protect its own property and employees.
- 2.4 The Service Provider 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:**

- 3.1 The Service Provider shall comply with all applicable statutory provisions 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.
- 3.2 The Service Provider shall comply with all applicable statutory provisions with regard to Minimum Wages Act, PF, ESI, etc., for the personnel employed.
- 3.3 The Service Provider has to register itself in Uttarakhand State for remittance of GST; if not registered earlier before commencement of services, if required under relevant law.

### **4. Payment:**

- 4.1 The payment due to Service Provider shall be paid on a monthly basis for the services rendered during the previous calendar month.
- 4.2 The payment shall be made within 30 days from the date of submission of invoice with all the supporting documents required / acceptable to NND duly verified and approved by the designated officer.

### **5. Commencement of Services:**

The Service Provider shall provide all the services agreed upon within 15 (fifteen) days from Signing of the Contract.

### **6. Inspection and Acceptance:**

In accordance with SWM Rules, 2016 and other relevant rules and guidelines in effect.

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

Initially for five (5) years from signing of the Contract. It may be extended for a further period of five (5) years. However, during the entire Contract period (5 + 5 years) performance of the Service Provider shall be reviewed periodically at the discretion of NND, at least once a year. At the end of five or ten years, NND may extend the Contract to ensure continuity of services on same terms and conditions, in which case such extensions shall not exceed one year in aggregate.

**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 Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the NND's prior written consent.

**10. Liquidated Damages:**

If the service provider delays to commence the services beyond the agreed date of each timeline, then the liquidated damages @ 0.5% of Performance Security value per week with maximum up to performance security amount shall be levied. Thereafter, NND has the option to terminate the Contract.

**11. Termination for Default:**

11.1 The NND may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:

- (i) if the Service Provider 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 NND during the Contract period; or
- (ii) if the Service Provider fails to perform any other obligation(s) under the Contract.
- (iii) If the Service Provider, in the judgment of the NND has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

11.2 In the event NND terminates the Contract in whole or in part, the NND may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the NND for any excess costs for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

**12. Force Majeure:**

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of *Force Majeure*.

**13. Settlement of Disputes:**

13.1 The NND and the Service Provider 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.

13.2 If after Sixty (60) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the NND or the Service Provider may give notice to the other party of its intention to commence arbitration, as to the matter in dispute, specifically, defined therein, and no arbitration in respect of this matter, shall be commenced unless such notice is given and served. The Arbitration proceedings shall be commenced by a Sole Arbitrator to be agreed by both the parties, on failure the parties either party may invite three names from the President, Indian Council of Arbitration, and parties may agree to any of the name mentioned in the list, on failure it will be open for the parties to approach, as per the provision of section 11 of the Arbitration and Conciliation Act 1996 (as amended by Act No. 03 of 2016). The Service Provider shall initially bear the cost of the Arbitral Tribunal, unless it is decided by the Arbitral Tribunal under section 31(8) read with section 31A of the Act.

13.3 All disputes shall be subject to jurisdiction of courts in Dehradun.



### Fraud and Corrupt Practices

- 1) The Bidders 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, NND may reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder 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 NND, if any Bidder is found by NND 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 Bidder shall not be eligible to participate in any tender or proposal issued by NND or by any other Agency of Government of Uttarakhand during a period of 3 (three) years from the date such Bidders are found by NND 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 NND 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 NND, 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 NND 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 NND 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



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

To  
Municipal Commissioner  
1 Patel Road  
Nagar Nigam Dehradun,  
Dehradun – 248 001

Dear Sir,

**Ref.: Request for Proposal (RFP) for PMC for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 51 wards.**

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.

1. We have uploaded Technical and Financial Proposals appropriately on the e-procurement portal: [www.uktenders.gov.in](http://www.uktenders.gov.in)
2. We confirm that our proposal is valid for a period of 120 (one hundred and twenty) days from last date for proposal submission.
3. 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 ....., 2021.

Name of the Service Provider

.....

Signature of the Authorised Person

Note:

\*\*\* On the Letterhead of the Service Provider.



**Anti-Collusion Undertaking**  
(To be on letter head)

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 Bidders 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 Bidders in connection with the instant proposal.

**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 Dehradun, Uttarakhand, Pin-248001 hereinafter referred to as "NND", which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

By the Contract entered into between NND and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 2013 / registered under....., having its registered office/permanent address at \_\_\_\_\_ ("the Service Provider"), has been granted the permission to **Request for Proposal (RFP) for PMC for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 51 wards** for a period of five years (hereinafter referred to as "the work").

A. In terms of the Contract, the Bidders is required to furnish to NND, 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 Service Provider.

B. At the request of the Service Provider, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Bidders 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 Service Provider") of all its obligations relating to the Work and in connection with achieving the work objectives by the Bidders in accordance with the Contract.

2. The Guarantor shall, without demur, pay to NND sums not exceeding in aggregate Rs. .... within seven (7) calendar days of receipt of a written demand thereof from NND stating that the Bidders 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 Bidders or validity of demand so made by NND and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Bidders 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, NND 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 Bidders or postponement/non exercise/ delayed exercise of any of its rights by NND or any indulgence shown by NND to the Bidders 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 NND or any indulgence shown by NND, 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 NND 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 Bidders/the Guarantor or any absorption, merger or amalgamation of the Bidders/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****Annexure - 5**

(To be provided on the Letterhead of the Bidders and to be signed by the Service Provider)

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 Bidders may submit more details / information to substantiate its claim for past experience.

.....  
Name of the Bidder

.....  
Signature of the Authorised Person



**Similar Project Experience**

S.No	Project Name	Scope of Work	Client Name	Client Authorized Person name

**Project Performance Data Sheet**

S.No	Project Name	Scope of Work	Area of project	Tonnage per day



Financial Year	Amount (in Rs.)
2019-20	
2020-21	
2021-22	

**Note:**

1. The Bidder should provide the Financial Capability based on its own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
2. This should be duly certified by CA along with his / her firm stamp and registration no. will be considered.
3. Cost escalation as per WPI (Whole Sale Index) as approved by GOI. Cost breakup/base price calculated in their financial quote shall be provided in rate justification for consideration of this escalation in future.

**{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 to **Request for Proposal (RFP) for PMC for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 51 wards.** proposed by Nagar Nigam Dehradun, (the "NND") 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 NND, representing us in all matters before NND, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our proposal, and generally dealing with NND 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 NND.

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 .....2.....

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 Apostille certificate.

**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2023 between..... (Name of NND) (Hereinafter called "the NND") represented by .....of the one part and..... (Name of Service Provider) of ..... (Hereinafter called "the Bidders") represented by ..... of the other part:

**WHEREAS** the NND is desirous that certain Goods and ancillary services viz., **Request for Proposal (RFP) for PMC for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 51 wards.** (Brief Description of Goods and Services) and has accepted a proposal by the Bidders 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 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 NND to the Bidders as hereinafter mentioned, the Bidders hereby covenants with the NND to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The NND hereby covenants to pay the Bidders 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 Bidders 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 NND)  
in the presence of:.....

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

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

**AFFIDAVIT**

1. I / We, ..... who is / are Authorised 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-Service Providers, service providers, Bidders 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 NND 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 NND including rejection of our proposal, annulment of contract and blacklisting.

Authorized signatory for the Service Provider

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 Service Provider]



(Model format)

**JOINT VENTURE AGREEMENT****On Stamp paper of minimum Rs. 100****(Should be Sworn before a Notary)**

This agreement is made on the ..... day of ..... 2022, between / among M/s. .... having its Office at ..... (hereby called Lead Partner), M/s. ...., having its Office at ..... (hereby called Second Partner) and M/s. ...., having its Office at ..... (hereby called Third Partner)

2. Whereas, Nagar Nigam , Dehradun (hereby called the 'Client'), has invited ., **Request for Proposal (RFP) for PMC for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 51 wards.** vide Tender No. .... /2023 dated ...../04/2023 on e-Procurement Portal of Uttarakhand (hereby called RFP for Waste Processing Plant).
3. NOW, WE THE UNDERSIGNED, authorized representatives of the "Joint Venture" Partners, namely M/s. .... having its Office at ....., M/s. ...., having its Office at ..... and M/s. ...., having its Office at ..... do agree as follows:
  - (i) The Purpose of the Joint Venture Agreement is to supplement and enhance the Technical, Financial and Administrative Capacity of the joint venturing partners in order to successfully participate for submitting Proposals, selection and to enter into contract agreement for execution of required services, in case contract is awarded.
  - (ii) The Ratio of participation of joint venturing partners is:
 

(a) Lead Partner	-	% (Minimum 51%)
(b) Second Partner	-	..... % (Minimum 10 %)
(c) Third Partner (If Applicable)	-	..... % (Minimum 10 %)
  - (iii) The Lead Partner is authorized to represent the Joint Venture in all respects, including submission of Proposal, providing clarifications regarding documents, receiving information from the Client, signing of the Contract, receiving payment and any activity relating to this Proposal / Contract.
  - (iv) Partners shall be severally liable to the Client, and responsible for executing the Contract, if awarded.
  - (v) The RFP, Proposal, Earnest Money Security and Performance Security shall be submitted in the name of Joint Venture.
  - (vi) The agreement shall come into force from the date of signing of this agreement; and shall be valid till final settlement of payment and discharge of all contractual obligations in case the Contract is awarded to the Joint Venture.
  - (vii) All expenses involved in preparation and submission of the Proposal; and execution of contract, if awarded, shall be borne among the parties in proportion to their participation ratio as explained above, unless otherwise agreed by the parties under separate agreement.

- (viii) The profit / loss upon the successful completion of the contract, the joint venture after satisfying all liabilities including all taxes, fee, income tax, etc., shall be distributed among the parties in proportion to their participation ratio as explained above, unless otherwise agreed by the parties under separate agreement.
- (ix) Matters not stipulated in the agreement shall be decided among the parties mutually from time to time. Matters provided under this agreement or any of its terms and conditions may be amended for any additions or deletions with mutual consent of the parties with the prior approval of the Client. Such amendment will be communicated to the Client and shall not affect execution of the Contract, if awarded.
- (x) Any dispute relating to or arising out of the agreement will be settled amicably between / among participating parties failing which it shall be referred to arbitration as per prevailing law.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year first above written.

Signature of Lead Partner

Signature of Second Partner

Signature of Third Partner (If Applicable)

**(Note: Each Signatory should bear – Name, Designation & Seal)**

**Sworn before Me**

.....


(Notary with Seal and Registration number)



## Format for CV's of Key Personnel

1.	Proposed Position			
2.	Name of Firm			
3.	Name of Staff			
4.	Date of Birth		Nationality	
5.	Education			
6.	Year of Experience			
8.	Countries of Work Experience			
9	Languages	Speak	Read	Write
10	Employment			
	Record From			
	Employer			
	Position Held			
11	Detailed Task Assigned			


**RFP of Door to door project**

  
Request for Proposal (RFP) for Project Management Consultancy (PMC) for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 51 wards for five years.



**Door to door wards list**

**Annexure – 16**

  
**Request for Proposal (RFP) for Project Management Consultancy (PMC) for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 51 wards for five years.**

मै0 सनलाईट वेस्ट मैनेजमेंट प्रा0 लि0, देहरादून को डोर-टू-डोर कूड़ा एकत्रीकरण हेतु अनुबन्धित वार्डों को विवरण निम्न प्रकार है:-

क्रम	वार्ड सं०	वार्ड का नाम
1	52	सरस्वती विहार
2	53	माता मन्दिर रोड
3	54	वी०च०सि०ग० अजबपुर
4	58	डिफेन्स कालोनी
5	67	मोहकम्पुर
6	72	देहराखास
7	73	विद्या विहार
8	78	टर्नर रोड
9	79	भारुवाला ग्रांट
10	81	रेसकोर्स दक्षिण
11	82	दीप नगर
12	83	केदारपुर
13	84	बंजारावाला
14	85	मोथरोवाला
15	86	सेवला कला
16	87	पित्थूवाला
17	88	मेहूवाला-1
18	89	मेहूवाला-2
19	90	मोहबेवाला
20	91	चन्द्रबनी
21	92	आरकेडिया-1
22	93	आरकेडिया-2
23	94	नत्थनपुर-1
24	95	नत्थनपुर-2
25	96	नवादा



मै0 ईकान वेस्ट सल्यूसन प्रा0 लि0, देहरादून को डोर-टू-डोर कूड़ा एकत्रीकरण हेतु अनुबन्धित  
विवरण निम्न प्रकार है:-

क्रम	वार्ड सं०	वार्ड का नाम
1	01	मालसी
2	02	विजयपुर
3	03	रान्झावाला
4	20	रेसकोर्स उत्तर
5	21	एम०के०पी०
6	28	डालनवाला उत्तर
7	29	डालनवाला पूरब
8	30	डालनवाला दक्षिण
9	48	बद्रीश कालोनी
10	50	राजीव नगर
11	51	वाणी विहार
12	55	शाह नगर
13	56	धर्मपुर
14	57	नेहरू कालोनी
15	59	गुजराड़ा मानसिंह
16	60	डांडा लखौड़
17	61	आमवाला तरला
18	62	ननूर खेड़ा
19	63	लाडपुर
20	64	नेहरूग्राम
21	65	डोभाल चौक
22	66	रायपुर
23	68	चकतुनवाला (भियावाला)
24	80	रैस्ट कैम्प
25	98	बालावाला
26	99	नकरौंदा