



कार्यालय नगर निगम देहरादून



दूरभाष-0135-2655620

वेबसाइट-www.nagarnigamdehradun.com

ई-मेल:nagarnigam.ddn@gmail.com

Date...16/11/22

Letter no...797(CH)

	Nagar Nigam Dehradun Telephone & 0135-2714074 Website - www.nagarnigamdehradun.com E-mail - nagarnigam.ddn@gmail.com	
Request for Proposal (RFP) for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 47 wards for five years.		
<p>NND invites short term RFP for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 47 wards for five years from eligible bidders having experience as indicated in the RFP document. Interested bidders are requested to procure the RFP document upto 30.11.2022. The RFP can be downloaded from e-tenders portal government of Uttarakhand between the said dates. Pre-bid meeting is scheduled at 2:30 pm on 22.11.2022. 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 online submission of bids is 30.11.2022 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 Amar Ujala (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

**Source Segregation, Door to Door
Collection, Secondary Collection &
Transportation of Waste (C&T) for 47
wards for five years.**

**NAGAR NIGAM DEHRADUN
(UTTARAKHAND)**
Ph: 0135 - 2714074

Ph *Ph*

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

Telephone – 0135 - 2714074

Website - www.nagarnigamdehradun.com E-mail - nagarnigam.ddn@gmail.com

RFP No.....

Date.....

Subject: Request for Proposal (RFP) for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 47 wards for five years.

Tender Schedule

Date of downloading tender document	From 2:00 PM on	17.11.2022
Pre-proposal meeting	at 2:30 PM on	22.11.2022
Last date for seeking clarification, if any	Up to 2:00 PM on	21.11.2022
Start date and time for uploading of proposal in e-Procurements platform	Up to 2:00 PM on	25.11.2022
Last date and time for uploading of proposals (both Technical and Financial) in e-Procurements platform	Up to 2:00 PM on	30.11.2022
Time and date of opening of Technical proposal	at 2:30 PM on	30.11.2022
Time and date of opening of Financial proposal	To be intimated later	
Place of Opening of proposals and Address for communication	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 Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 47 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 this 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 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.

The entire project is divided in two packages; Package A and Package B. Package A includes actual Door-to-Door collection work as set forth in this RFP and Package B represents PMC (Project Management Consultancy / Independent Project Engineer) to assist NND in monitoring and execution of Package A 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 for Package A.

- 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 2018-2019, 2019-20, 2020-21 & 2021-22 of not less than Rs. 8 (eight) crores.
(The Financial turnover is the total financial turnover of the bidding company / organization / Bidder from any 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.)
 - i) **Past Experience:** Satisfactorily completed work (or ongoing work for at least 2 years) of Source Segregation, Door to Door Collection, Secondary Collection & transportation of Waste (C&T), IEC activities. One project not less than 150 Metric Tons / Day (or two projects of 75 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. 11,800 (Rs. 10,000 + 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. 20,00,000/= (Twenty lakhs only) for package A, to be paid online as per details given below before technical proposal opening. **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 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 or through e-mail (with subject- query processing plant RFP) to Health Section at nagarnigam.ddn@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 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.
 - (iii) If there is any request, NND may permit participation through VC also. Link will be shared on request.
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.
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 scanned copies of original documents comprising the proposal as described above.
 - viii) Proposals should be submitted / uploaded on the website: 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 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:

Sr. no.	Criterion (package A)	Maximum marks
1.	03 years' experience of door to door collection in a single ULB serving minimum 40,000 households or population of minimum 2 Lacs	30
2.	Experience in IOT based Solid Waste Management	15
3.	Staffing pattern and strength	15
4.	Type and numbers of vehicles and equipment to be deployed	15
5.	Benefits given to the employees of the organization	10
6.	Work plan	10
7.	Awards received through Ministry, GOI for relevant work	5
8.	Total	100

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) **A bidder can submit the proposal for either Package A or Package B or Both Packages A & B. However, contract will be awarded only for one package, which is financially more advantageous for the NND.**
- (v) Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (vi) 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.
- (vii) **The Financial Bids of technically qualified Bidders** will be opened on the prescribed date in the presence of Bidders' representatives.
- (viii) Any conditional bid would be rejected
- (ix) 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

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- 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 to be submitted initially, thereafter, 5% shall be deducted from every bill amount as PBG, 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. Entire PBG shall be released within 60 days after performance and discharge of all obligations under 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 Project/ToR – Package A**

Objective of the project: The purpose of this Project is to create an efficient and effective collection, storage and transportation system for MSW in the jurisdiction of Dehradun

Municipal Corporation. The main objectives of the project are:

- 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.
- Adherence to the SWM Rules 2016 and its subsequent amendments.
- Containerization (covered), color coding for segregated (Dry/Wet/Domestic Hazardous) MSW collection and transportation.
- Achieving goal of bin free city, also ensuring that no garbage vulnerable points are seen within the project area.
- Minimizing displacement of existing formal and informal workers.
- Formation of women SHGs and identification of informal rag pickers for effective waste management
- To improve the people's attitudes to and perceptions of solid waste problems and their capacity to participate in solid waste management and 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
- To ensure that lessons learned provide useful inputs in designing the overall strategy for the city to promote the recycling and reuse for selected streams of waste
- Training programs/workshops for the capacity building of Dehradun Municipal Corporation staff, dealing with the SWM is to be organized

1. The Scope of work for service provider is:

- a) Door to door collection of MSW from residential areas, slums, vegetable/fruit markets, slaughter house, fish/ chicken/ mutton shops, commercial, institutional, gardens, industrial area, open dumping points, hotels, public places and any other areas not excluded elsewhere in this document from project area. Wet waste is to be transported to composting sites and Dry waste transported to recycle recovery centers (to be set up by NND).
- b) Till the time, such above mentioned composting sites and recycle recovery centers are established, entire waste is to be transported to Sheeshambada processing center.
- c) The service provider will arrange for the collection of MSW from door to door in such a way that it'll be taking from the rickshaw trolley/auto tipper to secondary storage point and then to compactor without touching the ground at any time. The service provider will have to deploy as much manpower as necessary for door-to-door collection and other required operation and upon the direction of municipal authority will increase the number as much as directed. For the operation of the project ward will be the most important unit. For awareness generation, will also form community organization (C.O.) of active people in the block/ward for each block and will take suggestion from the C.O. and will also act upon the suggestion.
- d) Removal of waste from the Project Area prior and/or after, in an emergency situation of the Dehradun Municipal Corporation such as any public meeting, Government functions, festivals and any other occasion etc., or during the night timings on instructions from Dehradun Municipal Corporation within 2 (two) hours on receipt of instructions.
- e) Collection of Waste from all the DP, CP, Open Points, bins (for street sweeping) placed at various locations in the city by Nagar Nigam. As far as door-to-door waste collection is concerned, the agency will endeavor to achieve 100% in limited time frame to make the city bin free.
- f) In any instance of littering around the bins on account of non-clearing of bins, NND

may impose suitable penalties under relevant acts treating the litter as act of contractor.

- g) Provide separate transportation of waste generated from vegetable/ fruit markets and fish markets/ chicken shops/ slaughter house and provide such separate fleet as and when required by Dehradun Municipal Corporation from time to time for other bulk waste generators (BWGs) and other generators.
- h) NND would be free to dictate terms/methodology for collection of waste from BWGs, keeping in view their needs and other practical aspects regarding timings etc.
- i) Establishment, operation and maintenance of Secondary Waste Storage Depots.
- j) The service provider shall provide necessary manpower, tools, equipment, and vehicles for the services on round the clock basis.
- k) Set up and operate a 24X7 grievance redressal system, maintain proper records of all grievances received and resolution done in the form as desired by NND. The service provider shall strive to resolve all complaints within 24 hours. Any delays/pendency in resolution of complaints due to lack of proper response/action from the contractor shall be violation of terms and conditions of any contract executed under this RFP.
- l) The bidders shall submit along with the bid (RFP), clear norms of deployment of vehicle, equipment, tools and manpower, not lower than the norms already mentioned in the RFP, for the discharge of the obligations mentioned in the RFP document.
- m) Permits & Clearances shall be obtained as per the SWM Rules 2016, Plastic Waste (Management & Handling) Rules 2011 and subsequent amendments, The Environment Protection Act 1986 and other relevant laws and guidelines as issued by competent authority from time to time.
- n) Service provider's workers (Paryavaran Mitr) shall not perform any private work during the working hours. The Agency workers will work in proper dress, PPE with duly attested ID Cards issued by the agency.
- o) The service provider shall ensure that D-2-D waste collection, bin clearing activity and other responsibility given under this RFP shall be done in a timely manner following a strict schedule as set up by NND in consultation with PMC and contractor.
- p) Keeping in mind increasing trend in the urban population, the service provider should plan to handle at least 5% additional Waste each year during the Contract Period and should scale up the capacity over the contract period to meet the Key Performance Indicators
- q) Service provider shall setup smart SWM Collection & Transportation monitoring system (GIS based) including a central control room at NND. If NND provides any such setup, the service provider can opt to use the same system. In any case, relevant APIs and data has to be shared with NND for monitoring if different systems are used by NND and the agency
- r) The service provider shall plan, organize and run a sustained awareness campaign over the Agreement Period for creating community awareness related to MSW, ensuring its mobilization and soliciting its participation/ cooperation in effective management of the solid waste
- s) Establish a Vehicle Parking Area and a Vehicle Work shop for Repair and maintenance.

2. Time Frame for execution of work:

Phase 1

- i. Service provider is expected to take over operations of Door to Door MSW Collection & Transportation in project area.
- ii. Service provider and NND shall complete joint inventory of the existing vehicles, equipment and all other project assets to decide the final list of project assets to be handed over to the service provider.
- iii. The service provider shall within 15 days from the date of execution of the contract agreement submit work plan including following details to the NND in writing and obtain prior approval thereto of the Municipal Commissioner before starting the work (Vehicle deployment, Wards wise segregation and collection schedule along with resource mobilization and Details of Installation of GPS/Rfid system)
- iv. The service provider must complete the process of recruiting the necessary manpower for taking over the operations within 30 days from receiving LOA (Letter of Acceptance) or starting of work.
- v. The service provider must make all preparations to setup a SWM Control Room cum monitoring center at NND's premises before taking over the operations.
- vi. The service provider must take over the entire operations of MSW Door-to-Door Collection on or before 30th day from the date of receiving LOA (Letter of Acceptance) or starting of work.
- vii. Time duration for completion of Phase 1 would be 60 days

Phase 2

- I. Phase 2 must begin after completion of phase 1.
- II. Minimum 50% Source Segregation of waste.
- III. Completion of workshop and parking area
- IV. Operationalization of mini-transfer stations (as required)
- V. Duration of phase 2 would be 60 days after timeline of phase 1.

Phase 3

- I. Phase 3 shall begin after completion of phase 2
- II. Minimum 70% Source Segregation
- III. Setting up MRF (Material Recovery Facilities/Recycle Recovery Centers)
- IV. The timeline to complete Phase 3 would be 60 days after timeline of phase 2 (i.e. total 180 days from the start).
- V. The actual project period commences after completion of phase 3.

3. **Preventing mixing of Bio-Medical Waste with Municipal Solid Waste:** Collection of Bio-medical waste is not within the purview of this Project and it is supposed to be handled as per Bio-medical waste (Management and Handling) Rules 1998. In the event of finding Bio-medical waste disposed-off unscientifically alongside MSW or mixed with MSW, the service provider shall notify the same to the Authority which shall take appropriate action. The service provider shall not pickup and Process such waste as it may contaminate compost or any other product derived from the Waste.
4. **Other Non-conforming Waste (Construction Debris etc.):** service provider shall not transport non-conforming waste like construction debris etc. to waste processing plant. Such waste should be handled separately with the consent of Nagar Nigam Dehradun. Non-conforming waste shall not be counted for payment from Nagar Nigam Dehradun.
5. **IOT/ICT based Monitoring System:** Service provider shall have to install following system

as mentioned below. NND will provide Software Solution, It shall be responsibility of service provider to provide all relevant information, resource, manpower for onboarding on the system provided.

a. Navigation Device System Installation

- i. Navigation Device (GPS device) in garbage collection vehicles involved in Door-to-Door MSW collection and dustbin lifting.
- ii. Navigation System should provide for route creation and monitoring of route covering by collection vehicles as per norms to each house/shops/dustbin within the territorial limits of NND for waste collection.
- iii. Shall work in both online/offline modes. Navigation System shall send real-time collection details to Web Portal where NND can check live status of waste collection.

b. Web Portal

- i. Web Portal for NND for real-time monitoring and reporting of door to door waste collection.
- ii. NND shall be able to check the waste collection history of all wards, dustbins as well as house/shop/hostel/hotel etc. individually within the project area.
- iii. Authority shall be able to download ward wise report (day/week/month) of Door-to-Door collection.
- iv. The portal shall be capable of generating alerts and alarms for any kind of lacking in the waste collection process. These alerts/alarms shall be customizable and can be sent to concerned officials/drivers/workers etc.

c. App for Citizens

- i. Shall have the capability to develop/integrate user application for reporting of grievances and alerts for waste collection
- ii. The user / citizen should get notified through notification in their application 5-10 mins before the arrival of the waste collection vehicle.
- iii. The user can track the location of waste collection vehicle allocated in their ward.
- iv. The user can log complaints related to their Door-to-Door collection.

6. Project Financing

- a. The cost would be recovered from tipping fee quoted by Concessionaire. The Tipping Fee shall be paid to the Concessionaire as per the terms and conditions specified in the Concession Agreement.
- b. Dehradun Municipal Corporation shall be responsible for collection of User Charges.
- c. Payment Terms to Service Provider are as given in the Conditions of Contract.

- 7. Door-to-Door survey:** Selected bidder may employ any scientific manner to conduct Door-to-Door survey of all waste generating entities to ease/facilitate process of waste collection. Simultaneously, if NND provides such survey on its own, selected bidder will

need to integrate the survey in its method and smart SWM monitoring and control system for monitoring and reporting purposes

8. Collection Routes

- a. It will be within responsibilities of service provider to prepare route plan for collection & transportation of the MSW within the project area of Municipal Corporation.
- b. Proponents are advised that in case an alternative routing be proposed, it does not need to be constrained by municipal boundaries. However, where possible, Proponents are to propose routes that prescribe resource efficiency (vehicle/manpower) so that the waste is collected efficiently each day.
- c. The routes shall be optimized over time and collection process shall adhere to finalized routes

9. Project coverage area: The proposed project will be for the 47 wards (list attached) of Nagar Nigam Dehradun which is approximately 70 SqKm. (Map enclosed) (Annexure - 15)

10. List of vehicles and equipment to be handed over to service provider: As per Annexure – 16

11. Parking & Workshop: As per annexure – 17

35. 'Deleted'

36. Payment Terms

i) Package A

- a. Monthly payment as per agreed tipping Fee per tonne after suitable deduction for leviable penalties explained here-in-after
- b. Tipping fee would be calculated as percent of door-to-door coverage as assessed by technology based monitoring systems as well as independent surveys. (Initial 2 months would be grace period for setting up of requisite systems)
- c. If the requisite installations/integration is not done by service provider during the grace period, NND will be free to do the coverage survey on its own discretion, which shall be binding upon the service provider.
- d. Details of actual quantity of waste collected & transported to NND approved place and approved weighing slip to be submitted to NND for processing of bills
- e. NND shall check the Contractor's monthly statement and certify the amount to be paid to the selected agency after recommendation of PMC.

37. Penalties/termination

- a. Non-completion of phase of execution (as in article 34.2) of contract in assigned time period will attract 2% penalty for the first 2 months, 5% for next 2 months and 10% for further 2 months. If, the phase wise execution is not completed till that time, NND may terminate the contract.
- b. If, any time after 6 months of start of phase 1 of project, segregation goes below 70%, 5% penalty will be imposed. Non-compliance for three months may lead to termination of contract.
- c. Less than 70% D-2-D collection of waste for 3 months may lead to termination of contract.

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. 50% of the billed payment shall be released within 15 days from the date of submission, however, it will be subject to final verification and balance 50% shall be released post vetting of the invoice by NND/ PMC.

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, its 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 Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T)/PMC for 47 wards.

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
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 thisDay 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.

(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 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 Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 47 wards for five years** 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

(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

ph

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Project Performance Data Sheet

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

Format for Financial Proposal

As per BoQ in the Financial Folder.

The Bidders have to factor-in all costs in their Financial Proposal for charges / levies / fees / taxes by other Govt. departments.

Name of the work - Request for Proposal (RFP) for Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 47 wards for five years.

Name of the Bidder/Bidding Firm/Company -

PRICE SCHEDULE

Package	Work Description	Rate excluding GST (In figure)	Amount (in words)
A.	Financial Support required from Nagar Nigam Dehradun = Tipping Fee (Rs. / MT)		

NOTE:

- 1- GST shall be extra, as applicable at the time of raising invoices.
- 2- Bidder to include the cost of required facilities in the above quote.
- 3- NND may ask for justification of quoted price from the selected bidder
- 4- 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

Format for Financial Capability

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.

{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 Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 47 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 OF2.....

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 Apostile certificate.

Ph

EL

(On Rs. 100/- stamp paper)

CONTRACT FORM

THIS AGREEMENT made theday of....., 2019 between..... (Name of NND) (Hereinafter called "the NND") represented byof 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 Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 47 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:.....

Ph

Ph

(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 Source Segregation, Door to Door Collection, Secondary Collection & Transportation of Waste (C&T) for 47 wards.** vide Tender No./2022 dated/09/2022 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) **Both / all partners shall be jointly and 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)

PS

PS



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			

ph

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**Details of Population, Residential & Commercial establishment of
Nagar Nigam Dehradun**

**Details of Population, Residential & Commercial establishment of
Nagar Nigam Dehradun**

Sr. No.	Ward No.	Ward Name	Residential	Commercial	Total Properties	Coverage Properties by D2D
1.	4	Rajpur	1554	93	1647	1581
2.	5	Dhoran	2137	98	2235	2101
3.	6	Doon Vihar	1569	65	1634	1552
4.	7	Jakhan	1282	42	1324	1271
5.	8	Salawala	1112	70	1182	1123
6.	9	Arya Nagar	930	20	950	884
7.	10	Dobhal Wala	1165	70	1235	1173
8.	11	Vijay Colony	1623	70	1693	1591
9.	12	Kishan Nagar	1683	110	1793	1703
10	13	D. L. Road	1401	78	1479	1375
11	14	Rishpana	1278	52	1330	1264
12	15	Karanpur	1564	170	1734	1647
13	16	Bakralwala	1378	200	1578	1515
14	17	Chukhauwala	1188	125	1313	1221
15	18	Indra Colony	1358	42	1400	1302
16	19	Ghanta Ghar Kalika Mandir Marg	1164	350	1514	1438
17	22	Tilak Road	1270	50	1320	1228
18	23	Khurbura	1512	12	1524	1417
19	24	Shivaji Marg	1131	210	1341	1287
20	25	Indresh Nagar	1166	230	1396	1326
21	26	Dhamawala	871	550	1421	1350
22	27	Jhanda Mohalla	1169	900	2069	1966
23	31	Kaulaghar	2446	211	2657	2524
24	32	Ballupur	1446	200	1646	1564
25	33	Yamuna Colony	1364	150	1514	1453
26	34	Govind Ghar	1553	196	1749	1644
27	35	Shri Dev Suman	1274	80	1354	1300
28	36	Vijay Park	1641	63	1704	1636
29	37	Basant Vihar	1622	146	1768	1680
30	38	Panditwari	1618	104	1722	1636
31	39	Indra Nagar	871	82	953	886
32	40	Semma Dwar	297	77	374	348
33	41	Indrapuram	2932	125	3057	2935
34	42	Kawali	2113	111	2224	2135
35	43	Dronpuri	2194	150	2344	2227

36	44	Patel Nagar (West)	1711	55	1766	1678
37	45	Gandhi Gram	1597	145	1742	1620
38	46	Adhoiwala	1861	26	1887	1812
39	47	Chandar Road MDDA	1167	52	1219	1146
40	49	Bhagat Singh Colony	2027	65	2092	1966
41	69	Ritha Mandi	1044	110	1154	1096
42	70	Lakhi Bag	1266	185	1451	1364
43	71	Patel Nagar (East)	1871	166	2037	1956
44	74	Bhrampuri	1602	95	1697	1629
45	75	Lohia Nagar	1624	134	1758	1688
46	76	Niranjanpur	1963	122	2085	1960
47	77	Majra	1595	166	1761	1673
Total			70204	6623	76827	72871

(Note:- These figures are indicative. The service provider will have to work according to actual ground situation)

Details of Existing Vehicles, Equipment Parking & Secondary transfer station

Nagar Nigam Dehradun currently has following vehicles and equipment available for collection of Transportation of Waste:

Type of Vehicles	Total No.
Tata Ace	39
Dumper Placer (DP)	10
Refuse Compactor	02
Tipper Tata – 407	04
Excavator Machine (Pokland) – 200	01
Hywa	02
Total	58

Above vehicles will be handed over to service provider on as-is basis.

(Note: - Nagar Nigam Dehradun is in process of procuring approx.. 60 number of Hopper-Tipper garbage collection vehicle (3-3.5 cubic meter capacity) and 4 refuse compactor. These vehicles will be provided to service provider after completion of due process and delivery to NND.

Parking & Workshop**Parking & Secondary transfer station:**

(i) **Parking/workshop:** Current vehicle parking lot at following location will be handed over to the selected bidder:

Location	Shastra Dhara
Capacity	60-80 Vehicles

(ii) Secondary transfer station :

Location	Kargi chauk
Capacity	70-80 Vehicles with Secondary transportation center

Location	Dhoran
Capacity	30-40 Vehicles with Secondary transportation center

