



कार्यालय नगर निगम, देहरादून।



(का0-0135-271407:फैक्स-0135-2651060:ई-मेल-nagarnigam.ddun@gmail.com)

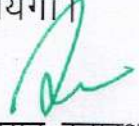
पत्रांक: 511(4)

दिनांक: 24/12/2020

आर0एफ0पी0 उपलब्ध कराने के सम्बन्ध में

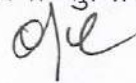
नगर निगम, देहरादून की नगरीय ठोस अपशिष्ट प्रबन्धन के अन्तर्गत नगर निगम के सीमा विस्तार उपरान्त नव सम्मिलित 31 वार्डों में घर-घर से पृथकीकृत कूड़ा एकत्रीकरण एवं एम0आर0एफ0 (स्वच्छता पार्क) तक परिवहन तथा स्वच्छता पार्क का निर्माण एवं कूड़े का वैज्ञानिक विधि से जीरो वेस्ट मॉडल (नथुवावाला पैटर्न आधारित) निस्तारण हेतु अभिरूचि की अभिव्यक्ति आमंत्रित की गयी थी जिसमें सफल कम्पनी/संस्था को उपरोक्त हेतु आर0एफ0पी0 प्रेषित की जा रही है, जिसको दिनांक 30-12-2020 को अपराह्न 3.00 बजे तक तकनीकी बिड के साथ आर0एफ0पी0 का निर्धारित शुल्क+जी0एस0टी0 सहित का बैंक ड्राफ्ट एवं धरोहर राशि एवं वित्तीय बिड को पृथक-पृथक एक बड़े लिफाफे में उपलब्ध/जमा कराना सुनिश्चित करें एवं निर्धारित तिथि एवं समय के उपरान्त प्राप्त प्रस्तावों पर विचार नहीं किया जायेगा।

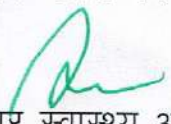
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मुख्य नगर स्वास्थ्य अधिकारी
नगर निगम, देहरादून।

प्रतिलिपि:

1. मा0 महापौर महोदय को सूचनार्थ प्रेषित।
2. नगर आयुक्त महोदय को सूचनार्थ प्रेषित।
3. वरिष्ठ नगर स्वास्थ्य अधिकारी, नगर निगम, देहरादून।
4. वरिष्ठ वित्त अधिकारी, नगर निगम, देहरादून।
5. श्री मनीष पन्त, आई0टी0 ऑफिसर को इस निर्देश के साथ कि उक्त को नगर निगम की वेबसाईट पर उपलब्ध कराना सुनिश्चित करें।




मुख्य नगर स्वास्थ्य अधिकारी
नगर निगम, देहरादून।

Nagar Nigam Dehradun

GOVERNMENT OF UTTARAKHAND

Request for Proposal

For

Door to Door Collection & Transportation of Waste (C&T) of Newly Added 31 (72villages) Wards in Dehradun Up to Material Recovery Facility (MRF) Centre & Inert up to Sheeshambada processing site.



21st December, 2020

NAGAR NIGAM DEHRADUN

**Ph: 10334- 227006 , Fax: 01334- 222077 Mail: nagarnigam.ddn@gmail.com Website:
www.nagarnigamdehradun.com**

Nagar Nigam Dehradun

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, 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 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 and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document.

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.

Contents of RFP Document

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Part I

Instructions to Bidders

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Bidding Procedure

A. General

1.1 Scope of Proposal

- 1.1.1 Nagar Nigam Dehradun, (hereinafter referred to as “NND”) invites detailed proposals (Key Submissions and Financial Proposal, together referred to as ‘Proposal’) from Qualified Applicants, who meet the Technical Qualification criteria mentioned in Request for Qualification (RFQ) Document issued by NND for the Project.
- 1.1.2 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 suitable agreement with NND and perform the obligations as stipulated therein, in respect of the Project.
- 1.1.3 Nagar Nigam Dehradun, Dehradun, Government of Uttarakhand are keen to improve Solid Waste Management (SWM) in the city in terms of Municipal Solid Waste (Management & Handling) Rules-2000/SWM Rules 2016, and Swachha Bharat Mission (SBM) involving private sector to provide SWM services using his own money, tools, manpower, vehicles & equipment throughout 10 years contracts on Government Support basis
- 1.1.4 Terms used in this RFP Document which have not been defined herein shall have the meaning ascribed thereto in the Request for Qualification (RFQ) Document and/or the Draft Concession Agreement.

1.2 Eligible Bidders:

- 1.2.1 Applicants who have been technically qualified for the Project at RFQ stage (“Bidders”) are eligible to submit Proposal in response to this RFP Document. Bidders shall acknowledge receipt of this RFP Document and notify their intention to bid for the Project in the format provided as **Appendix 1**.
- 1.2.2 Bidders shall provide such evidence of their continued eligibility to the satisfaction of Nagar Nigam Dehradun, as Nagar Nigam Dehradun may reasonably request.
- 1.2.3 Bidders shall, as part of their Proposal provide updated information in respect of any information submitted with the Application for Qualification, which has changed, and shall continue to meet the Qualification criteria set out in the RFQ Document.

- 1.2.4 A fresh Power of Attorney for signing of Proposals needs to be furnished, in case of change of Authorized Signatory.
- 1.2.5 In case the Bidder is a Consortium, it shall, form an appropriate Special Purpose Vehicle (SPV) which shall be a company formed under Indian Companies Act 1956, to execute the Project, if awarded to the Consortium. In case of joint venture, the JV partners shall sign Joint Bidding Agreement.
- 1.2.6 JV (joint venture)/Consortium of company will be acceptable and joint qualification of tenderer shall be evaluated.
- 1.2.7 Required turnover of company/firm will be Rs. 3cr.(three crore) for this tender for preceding 3 years.

1.3 Additional Requirements for Proposals Submitted by a Consortium

- (a) Wherever required, the Proposal shall contain the information required for each of the member of the Consortium;
- (b) The Proposal shall be signed by the duly Authorized Signatory of the Lead Member and shall be legally binding on all the members of the Consortium;
- (c) All witnesses and sureties shall be persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Proposal documents shall be dated.

1.4 Change in Composition of the Bidder

- 1.4.1 No change in composition of the Bidder or the Consortium, which has been declared in the Technical Stage, shall be allowed without prior written permission of NND.

1.5 Number of Proposals

- 1.5.1 Each Bidder shall submit only one (1) Proposal for the Project in response to this RFP Document. Any entity, which submits or participates in more than one Proposal for the Project will be disqualified and will also cause the disqualification of Consortium in which it is a member.

1.6 Proposal Preparation Cost

- 1.6.1 The Bidder 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 the bidding.

1.7 Clarifications

- 1.7.1 Bidders requiring any clarification on the RFP Document may notify NND in writing or by facsimile/mail within such date as specified in the Schedule of Bidding Process. Based on its sole discretion, NND may forward to all Bidders, copies of NND's response, including a description of the enquiry but without identifying its source.

1.8 Amendment of RFP Document

- 1.8.1 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 Bidder, modify the RFP Document by the issuance of Addenda.
- 1.8.2 Any Addendum thus issued will be sent in writing to all the Bidders who have received and acknowledged the RFP Document and will be binding upon them. Bidders shall promptly acknowledge receipt thereof to NND.
- 1.8.3 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.

B. Preparation and Submission of Proposal

1.9 Language and Currency

- 1.9.1 The Proposal and all related correspondence and documents shall be written in the English language. Supporting documents and printed literature furnished by the Bidder with the Proposal may be in any other language provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.
- 1.9.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

1.10 Bid Security

- 1.10.1 Proposals would need to be accompanied by a Bid Security for an amount of RsLakhs only (Rs. Lakhs only) (2% of the project cost as per Uttarakhand Procurement Rules ,2017).
- 1.10.2 The Bid Security shall be kept valid through the Proposal Validity Period and would be required to be extended if so required by NND.
- 1.10.3 The Bid Security shall be in the form of an irrevocable Bank Guarantee in favour of Senior Finance officer , Nagar Nigam Dehradun (NND), as per the format set.

- 1.10.4 The Bid Security shall be returned to unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Draft Concession Agreement.
- 1.10.5 **The Bid Security shall be forfeited in the following cases:**
- (a) If the Bidder withdraws its Proposal except as provided in **Clause 1.20**,
 - (b) If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period; and
 - (c) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by NND.
- 1.11 Validity of Proposal**
- 1.11.1 The Proposal shall indicate that it would remain valid for a period not less than nine (9) months from the Proposal Due Date (Proposal Validity Period). NND reserves the right to reject any Proposal that does not meet this requirement.
- 1.11.2 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 Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension.
- 1.11.3 The Successful Bidder shall extend the Proposal Validity Period till the date of execution of the Concession Agreement.
- 1.12 Project Inspection / Site Visit**
- 1.12.1 Bidders may carry out Project Inspection/Site Visit, present condition of already existing equipment, vehicles, infrastructure etc at any time at their cost.
- 1.13 Bidder's Responsibility**
- 1.13.1 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.
- 1.13.2 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 site
 - (ii) existing facilities and structures
 - (iii) land availability
 - (iv) water availability
 - (v) the conditions of the access roads and utilities in the vicinity of the Project Site
 - (vi) conditions affecting transportation, access, disposal, handling and storage of the materials
 - (vii) clearances obtained by NND for the Project; and
 - (viii) All other matters that might affect the Bidder's performance under the terms of this RFP Document.

1.13.3 NND shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

1.14 Pre-Proposal Meeting has already been held on 7th Dec, 2020, however, any queries can be clarified on mail or on phone as mentioned in the RFP.

No interpretation, revision, or other communication from Nagar Nigam Dehradun regarding this solicitation is valid unless in writing and is signed by Authorized signatory, Nagar Nigam Dehradun or its authorized representative. Nagar Nigam Dehradun may choose to send to all Bidders, written copies of Nagar Nigam Dehradun's responses, including a description of the enquiry but without identifying its source to all the Bidders

1.15 Format and Signing of Proposal

1.15.1 Bidders would provide all the information as per this RFP Document and in the specified formats. NND reserves the right to reject any Propaosal that is not in the specified formats.

1.15.2 The Proposal should be submitted in two parts:

Part 1: Key Submissions, which would include:

- i. **Covering Letter** cum Project Undertaking as per **Appendix 2** stating the Proposal Validity Period
- ii. Anti-Collusion Certificate as per **Appendix 3**
- iii. Details technical proposal **Appendix-4**
- iv. Format for Financial Proposal **Appendix-5**
- v. Power of attorney for Signing of proposal **Appendix 8A**
- vi. Power of attorney for lead member of consortium **Appendix -8B**
- vii. Joint bidding Agreement **appendix-7**

Part 2: Technical Proposal.

Part 3: Financial Proposal.

- 1.15.3 The Bidder shall prepare one original of the documents comprising the Proposal clearly marked "ORIGINAL". In addition, the Bidder shall make one copy of the Proposal, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.
- 1.15.4 If the Proposal consists of more than one volume, Bidder must clearly number the volumes and provide an indexed table of contents.
- 1.15.5 The Proposal and the copy shall be typed or printed in indelible ink and the Bidder shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person/s signing the Proposal.
- 1.16 Sealing and Marking of Proposals**
- 1.16** The Bidder shall seal the Key Submissions and the Financial Proposal in separate envelopes, duly marking the envelopes as "KEY SUBMISSIONS" and "FINANCIAL PROPOSAL". These envelopes shall then be sealed in an outer envelope.
- 1.16.1 The original and the copy of the Proposal shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and "COPY".
- 1.16.2 Each envelope shall indicate the name and address of the Bidder (of the Lead Member, in case of a Consortium).
- 1.16.3 The envelopes shall clearly bear the following identification:

**Door to Door Collection,
Transportation of Waste (C&T) of Newly Added 31 (72 villages) Wards in Dehradun Up to Material
Recovery Facility (MRF) Centre & Inert up to Sheeshambada processing plant .**

“To be opened by Tender Opening Committee only”

And

**“Submitted by
Name, Address and Contact Phone No. of the Applicant”**

1.16.4

1.16.5 The envelope shall be addressed to:

ATTN. OF: The Municipal Commissioner

ADDRESS: Nagar Nigam Dehradun, Dehradun, Uttarakhand,

1.16.6 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. NND assumes no responsibility for the misplacement or premature opening of such Proposal submitted.

1.17. Proposal Due Date

1.17.1. Proposals should be submitted before..... 1400 hours IST on the Proposal Due Date mentioned in the Schedule of Bidding Process, to the address provided. in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.

1.17.2. **NND, at its sole discretion, may extend the Proposal Due Date by issuing an Addendum.**

1.18. Late Proposals

1.18.1 Any Proposal received by NND after1400 hours IST on the Proposal Due Date will be returned unopened to the Bidder.

1.19. Modification and Withdrawal of Proposals

1.19.1. The Bidder may modify or withdraw its Proposal after submission, provided that written notice of the modification or withdrawal is received by NND before the Proposal Due Date. No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.

1.19.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 1.17 with outer envelopes additionally marked.

1.19.3. **“MODIFICATION” or “WITHDRAWAL” and also “KEY SUBMISSIONS” or “FINANCIAL PROPOSAL” as appropriate.**

1.19.4. 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 Bid Security.

1.20. Tests of responsiveness

1.20.1. Prior to evaluation of Proposals, NND will determine whether each Proposal is responsive to the requirements of the RFP Document.

A Proposal shall be considered responsive if

- a) It is received by the Proposal Due Date.
- b) It is signed, sealed, and marked as stipulated.
- c) It contains the information and documents as requested in the RFP Document.
- d) It contains information in formats specified in the RFP Document.
- e) It mentions the proposal validity period as per RFP.
- f) There are no inconsistencies between the Proposal and the supporting documents.

1.20.2. A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one

- a) which affects in any substantial way, the scope, quality, or performance of the Project, or
- b) which limits in any substantial way, inconsistent with the RFP Document, NND's rights or the Bidder's obligations under the Concession Agreement, or
- c) Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

1.20.3. 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.

1.21. Confidentiality

1.21.1. Information relating to the examination, clarification, evaluation and recommendation for the short listed Bidders 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.

1.22. Clarifications

- 1.22.1. To assist in the process of evaluation of Proposals, NND may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal would be permitted by way of such clarifications.

1.23. Proposal Evaluation

- 1.23.1. To assist in the examination, evaluation, and comparison of Proposals, NND may utilize the services of consultant/s or advisor/s and Urban Development Directorate Uttarakhand, Public private partnership cell (UPPPC)
- 1.23.2. Before opening and evaluation of the technical proposals, bidders are expected to meet the following pre-qualification criteria. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected before the technical proposal level.

S.No.	Criteria	Whether met	Reference details
1	The Bidder should be an organization registered in India under The Company's Act 1956/2013 or which undertakes to incorporate as such prior to execution of the concession agreement and is registered with the Income Tax Authorities and the Service Tax Authorities and operating for the last three years	Yes / No	Certificate of Incorporation / other relevant document
3	The Bidder should have a minimum average turnover of Rs. 3.00cr (Three crore in the last three years (FY17-18, FY18-19 and FY19-20).	Yes / No	Statement and Balance Sheet (Only for FY 19-20 Un- Audited/Provisional Profit & Loss Statement and Balance sheet would be acceptable)
4	The Bidder should have at least three (3) years' experience in operating and Managing Integrated Solid Waste Management Project, which includes door to door collection or transportation of Municipal solid waste or equivalent relevant experience.	Yes / No	Appropriate Certificate of Municipal Corporations or Urban Local Bodies or any other clients for operational projects. The operational performance record Should also be attached.
5	Bidder and his subsidiary company should not be blacklisted in any government or semi government organization.		Self-Declaration certificate on relevant value stamp paper.

- 1.23.3. In Stage I of Proposal Evaluation, the Key Submissions submitted by the Bidders shall be checked for responsiveness with the requirements of the RFP Document. The evaluation of Financial Proposal of a Bidder shall be taken up only after the contents of the Key Submissions are found to meet the requirements of this RFP Document. NND reserves the right to reject the Proposal of a Bidder without opening the Financial Proposal if the contents of Key Submissions are not substantially responsive with the requirements of this RFP Document.
- 1.23.4. After checking the responsiveness of the Key submission, the Technical proposals will be opened
- 1.23.5. The minimum qualifying marks of the Technical Evaluation is 60% as mentioned in 4.2
- 1.23.6. The bidders, shortlisted after qualifying the minimum Technical evaluation marks, shall be subject to physical verification by visit of technical team to some of the projects. After satisfactory report of the technical team only the bidder shall be finally qualified for stage II. For verification of stage I, NND/ UDD/ UPPP Cell officials may do the site visit and or documents verification can be done, electronically or physically.

1.24. Evaluation of the Financial Proposal

- 1.24.1. In Stage II, the Financial Proposals of all the Bidders who pass the Stage I evaluation will be opened in the presence of the Bidders' representatives who choose to attend. The Bidders' representatives who choose to be present shall be required to sign and record their attendance.
- 1.24.2. The offers of the Bidder on the Government financial support required as per the format prescribed in Appendix-5 shall be used for financial evaluation.
- 1.24.3. In the event that two or more Bidders quote the same amount of Financial Support required from NND, NND may:
- a) invite fresh Proposals from the Bidders;
OR
 - b) Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.
- 1.24.4. NND may either choose to accept or reject the Financial Proposal of the Bidder.

1.25. Notifications

- 1.25.1. NND will notify the Successful Bidder by facsimile and by a letter that its Proposal has

been accepted.

1.26. NND's Right to Accept or Reject Proposal

- 1.26.1. 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 Project, without liability or any obligation for such acceptance, rejection or annulment.
- 1.26.2. NND reserves the right to invite revised Financial Proposals from Bidders with or without amendment of the RFP Document at any stage, without liability or any obligation for such invitation and without assigning any reason.
- 1.26.3. NND reserves the right to reject any Proposal if:

a) at any time, a material misrepresentation is made or uncovered;

OR

b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium would be disqualified / rejected. If such disqualification / rejection occurs after the Financial Proposals have been opened and the highest Bidder gets disqualified / rejected, then NND reserves the right to:

(a) either invite the next highest Bidder to match the Financial Proposal submitted by the highest Bidder;

OR

(b) Take any such measure as may be deemed fit in the sole discretion of NND, including annulment of the bidding process.

1.27. Acknowledgement of Letter of Acceptance (LOA)

- 1.27.1. Within two (2) weeks from the date of issue of the LOA, the Preferred Bidder shall acknowledge the receipt of LOA.

1.28. Execution of Concession Agreement

- 1.28.1. The Successful Bidder shall execute the Concession Agreement within eight (8) weeks of the issue of LOA or such time as indicated by NND.
- 1.28.2. NND will promptly notify other Bidders that their Proposals have been unsuccessful and

their Bid Security will be returned as promptly as possible, in any case not later than eight (8) weeks from the date of announcement of the Successful Bidder.

1.29. Performance Security

1.29.1. The Successful Bidder shall furnish Performance Security of Rs 35 Lakhs by way of an irrevocable Bank Guarantee issued by a scheduled bank in favor of the Senior Finance Officer, Nagar Nigam Dehradun, as required under the Concession Agreement.

1.29.2. Failure of the Successful Bidder to comply with the requirements of RFP shall constitute sufficient grounds for the annulment of the LOA (where issued), and forfeiture of the Bid Security. In such an event, NND reserves the right to

a) either invite the next highest Bidder for negotiations

OR

b) Take any such measure as may be deemed fit in the sole discretion of NND, including annulment of the bidding process.

1.30. Cost of RFP document

- The RFP document can be downloaded from <http://www.nagarnigamdehradun.com> or www.upppc.org. The cost of RFP document is Rs 5,000.00 (Rs Five Thousand Only). The proposal must accompany with cost of RFP document in the form of a bank draft in favor of Senior Finance officer "Nagar Nigam Dehradun". The Bidders may also obtain a hard copy of the RFP from the office of Senior Health Officer/Project Cell, Nagar Nigam Dehradun. The Bidders purchasing the hard copy of the RFP must attach the copy of Receipt along with the Proposal.
- An EMD of Rs. 5 lac in the form of demand draft in favor of Senior Finance officer, Nagar Nigam Dehradun is to be submitted along with proposal. The EMD of successful bidder shall be adjusted in performance security and will be returned to unsuccessful bidder.

2. Schedule of Bidding Process

NND would endeavor to adhere to the following schedule:

Sr. No.	Activity Description	Date
1	Issue of RFP Date	
2	Site Visit for interested Parties	
3	Last date for receiving queries	
4	Pre-Proposal meeting	
5	Proposal submission Due Date	
5	Opening of Proposals	
6	Opening of Financial Proposals	

Contact Details for Information:-

- 1) Chief Municipal Health Officer, Nagar Nigam, Dehradun**
Mobile No. 9412055329
- 2) Senior Municipal Health Officer, Nagar Nigam Dehradun**
Mobile No. 7536804949
- 3) Senior Finance Officer, Nagar Nigam Dehradun**
Mobile No. 753401135

3. Scope of the Project

Background:

- 1) Dehradun is the third largest and capital city in Uttarakhand and has a history that dates back to 1000 B.C. The Municipal Corporation Dehradun (MCD) is responsible for providing public health and sanitation services to an estimated population of 9 lakhs (Including floating) citizens of the city. Nagar Nigam Dehradun (NND) has started of Integrated MSW Processing Facility with Engineered Sanitary Landfill Facility under Public Private Partnership mode and recently, MSW Processing, Composting & SLF has been put into operation w.e.f. 1st December, 2017 which is being operated by concessionaire M/S Dehradun Waste Management Private Limited, Hyderabad.
- 2) Further, in this regard, Nagar Nigam Dehradun (NND) awarded the contract for Door to Door Collection, Secondary Storage and Transportation of waste (C & T) up to Sheeshambada site under “Rehabilitate Upgrade Operate Manage and transfer (RUOMT) Mode” at Dehradun to Concessionaire – M/s Chennai MSW Private Limited, Hyderabad. But this RFP is in respect with 72 newly added villages (new 31 wards) in Municipal Limits of Dehradun Nagar Nigam.
- 3) The Scope of Work/Conditions for “Door to Door collection, compulsory source segregation, transportation of waste to MRF centre and inert disposed in SLF of processing plant sheeshambada dehradun.
- 4) Door to Door Collection of Municipal Solid Waste (MSW) from all residential and non-residential premises situated in wards of the City and Transportation of MSW collected waste and transported to the MRF Centre /disposal facility as may be directed by the authority till such time, new MRF facility is constructed and operationalized.
- 5) Concessionaire shall also collect waste from all the bins placed at various locations in the city by Nagar Nigam Dehradun.
- 6) Permits & Clearances: Permits and clearance shall be obtained by firm as per but not limited to MSW rules 2000/SWM Rules 2016, Plastic Waste (Management & Handling) Rules 2011, The Environment Protection Act 1986, The Air (Prevention and Control) Pollution 1981 and Water (Prevention and Control) Pollution 1974 as amended from time to time.

7) Timing for door to door collection to collect the waste/dust/garbage by company/firm.

Full timing Duty Hours	:	6:00 AM to 2:00 PM
D2D Service Hours		
Household	:	7:00 AM to 12:00 PM
Non -Residential Establishments	:	10:00 AM to 1:00 PM
(Such as Shops, Offices , Workshop, Industries ect)		

- 8) Company/firm will collect the waste/dust/garbage by deploying one vehicle (with one driver and helper) for biodegradable waste and one vehicle (with one driver and one helper) for non-biodegradable waste for every 500 families.
- 9) Company/firm will collect the waste/dust/garbage every day from every house of the each ward.
- 10) Company /firm will ensure weighing of all collected MSW at weigh machine located at designated MRF Centre
- 11) Relevant Labor Acts/Rules of Government of Uttarakhand & Government of India shall be followed up by the company/firm .
- 12) Company/firm will collect the user charges from every house of ward as per Nagar Nigam guidelines and byelaws.
- 13) Source segregation of Municipal Solid waste will be ensured by firm as per MSW Rules, 2016 and guidelines of Swachcha Bharat Mission.
- 14) The company / firm shall set-up basic SWM control Room before taking over the operation.
- 15) Company/firm shall take over the operation of the project within 30th day from the date signing of this agreement.
- 16) Company /firm shall conduct the Household Mapping & Route plan maps based on GPS & GIS system.
- 17) Upgrade the existing vehicle equipment and /or add new equipment & vehicles for Smart system
- 18) MIG/Rfid system will be installed at every house of ward to collect waste/dust/garbage and for collection of user's charges.
- 19) Required area for MRF Center will be provided by NND.

20) Smart SWM System

- I. Project Component Detailing based on provided scope of work, shared data and project site visits by the bidder
- II. Details of proposed system showing how it will handle the project components, defined scope of work and future expansions
- III. Showing how proposed technologies are:
 - Being used in existing projects and performance improvement outcomes.
 - New innovations proposed
- IV. Details and design of SWM control
- V. Improvements/Upgrades required in existing vehicles equipment
- VI. Data Security, privacy, disaster recovery, business continuity aspect of the system
- VII. Proven technology related clarifications

21) The Independent Project Engineer shall be appointed by NND through open competitive bidding and will enter into the agreement with selected independent project engineer who will monitor the whole project under the terms of concession agreement of Nagar and as per MSW Rules, 2016. Payment to the project engineer shall be paid by NND on monthly basis after deducting the monthly fee of project engineer from the running bill of the concessionaire. Independent Project Engineer shall report to NND.

Or

Alternatively Nagar Nigam Dehradun may decide selection of project engineer and fee structure according to the exiting practice in the other similar projects.

22) Sale proceeds from compost and recyclable waste, user's charges collected, advertising rights shall be of concessionaire.

23) Four (4) MRF Centre shall be provided by NND within the wards cluster wise.

- I. Arkedia
- II. Harawala
- III. Raipur
- IV. Mothrowala / kargi

24) Nagar Nigam Dehradun may increase or decrease the number of wards depending on services and needs of the NND limits.

25)The concessionaire shall submit IEC (Information, Education & Communication) quarterly IEC plan to NND and Project Engineer and will implement after approval of NND.

26)The concessionaire shall ensure that all waste collected from ward shall be transported to MRF center for processing. Concessionaire shall transport only inert material from MRF center to Sheeshambada site. If it is found that concessionaire is transporting waste other than inert material than penalty shall be imposed. For initial 6 months concessionaire will transport all waste to Sheeshambada and after that if concessionaire transports waste to Sheeshambada than 20% penalty imposed on running bills of the each month.

27)The tenderer who bids the lowest tipping fee (Rs. Per Ton of waste) shall be selected and payment shall be made to contractor on monthly basis

3.1 Ownership of Data, Information & Documentation

All data collected, software developed, information generated and documentation prepared under the scope of this assignment shall be the property of Municipal Commissioner, Municipal Corporation Dehradun Any reproduction, in part or full of the submissions made would require permission of Municipal Commissioner, Municipal Corporation Dehradun.

3.2 Review Committee

A review committee for this work shall be as following:-

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

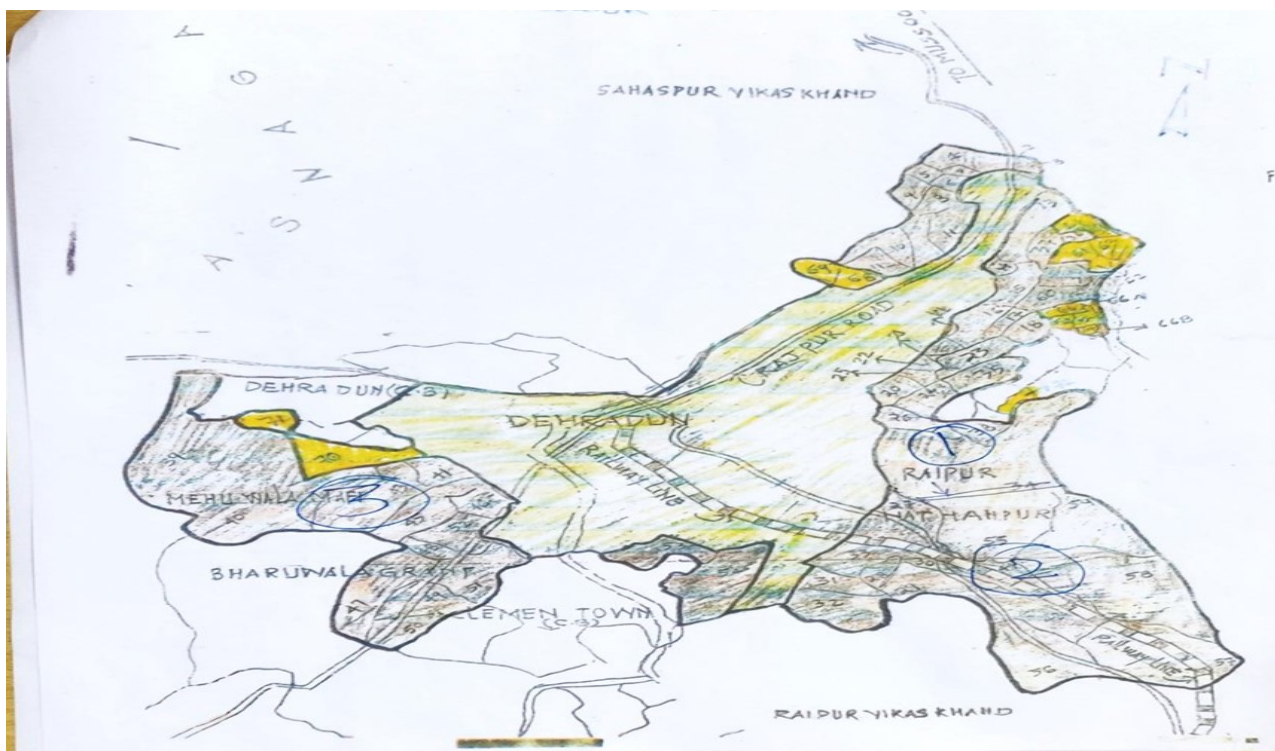
3.3. Key Team Members

S. No	Key Professional		Qualification
1.	Project Manager	01	As per relevant experience and qualification
2.	Civil Engineer	Part time	As per relevant experience and qualification
3.	Environmental Expert	01	As per relevant experience and qualification
4.	Site Supervisors	15-30	As per relevant experience and qualification
5.	Supporting staff		As per need
6.	Driver & Helper (per vehicle provided)	As per need	Drivers should have valid Indian Driving Licence

a) For technical qualifying, the bidder should score minimum 60% marks.

3.4 Project Coverage Area

The proposed project will be for newly added 31 (72 newly added villages) numbers of wards having approximately 129.25 Sq Km of area. (Map enclosed)



Project Location (Details of Wards along with map

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

Zone wise wards details:-

S,No.	Zone No	Ward No.	Ward Name	Population (2011)	Household
1	1	3	Ranjhawal	5730	946
2		59	Gujradhama	6712	1867
3		60	Danda Lakhodh	5154	1298
4		61	Aamwala tarla	9971	1130
5		62	Nanur kheda	7098	1466
6		63	Ladpur	7943	1710
7		64	Nehrugram	7180	1700
8		65	Dhobhal chouck	7143	1208
9		66	Raypur	6655	1167
10	2	94	Nathanpur-1	6284	1627
11		95	Nathanpur-2	7621	2004
12		96	Navada	8984	2503
13		67	Mohkmpur	7782	3533
14		68	Miyawalachak	7734	4646
15		98	Balawala	6816	2062
16		99	Nakrauda	8579	3061
17		97	Harawala	7561	1708
18		100	Nathuwala	9206	3082
19	3	79	Bharuwala	7843	932
20		84	Bajarawala	10310	4530
21		85	Mathrowala	6744	1984
22		86	Sevalkala	8643	1437
23		87	Pithuwala	7395	1709
24		88	Mehuwala	7766	1442
25		89	Harbhjwala	9610	2628
26		90	Mohbbewala	7610	1185
27		91	Chanbani	9954	3005
28	4	01	Malsi	6125	1233
29		02	Vijaypur	6820	1364
30	5	92	Arkediya -1	10367	2556
31		93	Arkediya -2	10385	3045
Total				243725	63768

City also attracts large floating population of workers and tourists. Currently accurate estimates are not available for this floating population. Floating Population Data should be taken into account by the bidders and data can be sourced from relevant entities.

3.6 Project Components

The various components of proposed project of Integrated Solid Waste Management system is based on the assessment of the existing deficiencies and mandatory requirement as per MSW Rules 2000 & 2016.

- i. Door-to-door collection of solid waste from household, industrial units and institutions.
- ii. Transportation of wastes upto MRF Centre.
- iii. If need be, Concessionaire shall procure equipment vehicles and tools for door-to-door collection as per Uttarakhand procurement Rules and later NND will pay bill after invoice submitted by concessionaire
- iv. Concessionaire will ensure operation and maintenance of all project vehicles/equipment/machinaries.
- v. Construction, of MRF center by NND and Operations and Management of MRF Centre by Concessionaire.
- vi. Where SWM system is decentralized by compost & recycling plant (i.e MRF Centre) then only inert material will be transported to processing plant site at Sheeshambada
- vii. **Adjustments of Tipping Fee :-** Tipping fee adjustment after one year shall be as the following formula :

Tipping fee shall be adjusted on yearly basis to account for effect of fuel price changes on the tipping fee. Tipping fee shall also be adjusted annually to account for changes in labour and other prices related components.

a) Price Adjustment Formulae shall be as below :

- i. Effective Tipping Fee for the Year = T_y
 - └ Ty for first year will be same as quoted Tipping Fee = T
 - └ Annually Effective Tipping Fee will be changed adjusted at the beginning of the year based on CPI changes in previous year as explained below

CPI numbers shall be General CPI for Industrial workers as released by labour bureau of GOI.

<http://labourbureaunew.gov.in/>

ii. Annual adjustment on CPI changes

 To adjust for salary increases etc.

 To be calculated as below :

- └ CPI for the first month of the previous year= CPI1
- └ CPI for the last month of the previous year = CPI12
- └ %CPI Change : $CPIc = 100 \times (CPI12 - CPI1) / CPI1$
- └ Ty for the next year = Ty previous year +/- Ty previous year x 40% x CPIc %

iii. Yearly adjustment on fuel price changes

- └ Average Fuel price in the month of bid due date : Fb
- └ Average fuel prices during the invoice month : Fi
- └ $Fc = +/- \% \text{age change in fuel price} = 100 \times (Fi - Fb) / Fb$
- └ Fuel Price Adjustment in Tipping Fee $Tfc = +/- (Ty \times 30\% \times Fc\%)$
- └ Effective Tipping Fee for the Month = $Tm = Ty +/- Tfc$

3.7 Concession Period

3.7.1 The concession period of the project is fifteen (15) years.

3.7.2 The concession agreement will be signed with selected concessionaire as per the terms of Request for Proposal (RFP)

3.8 Components of the proposed project

a) Storage at primary point of waste generation

There are approximately 4 points of MRF Centre in the project area including households, commercial establishment, temples, shops etc. The estimated Points of waste collection are as under:

b) The Project Components are as under: (This will be as per Approved DPR) for company / firm part.

Sr No.	Project Component	Number
A	Storage of waste at source, primary collection of Waste	
A1	Tricycles having 8 PE containers of 30 litre capacity each - total volume 240 litre for door to door collection of waste as per requirement	As per need
A2	LLDPE - Litter Twin Bins with MS FRAME of 60litre/100 capacity each as per swachcha Bharat Mission	As per need

C) Project vehicle /Equipment: To be provided by Nagar Nigam Dehradun.
(Either shall be purchased by NND Dehradun directly or pay the amount for the bills raised by the firm)

Sr No.	Project Component	Number
1	Refuse collector cum compactors of 14 cubic meter capacity with hydraulic system to open top lids.	04
3	Hopper / Tipper 1.8 cubic meter for door to door collection	50
4	MRF Centre with weight bridge at location identified by Nagar Nigam Dehradun.(NND) & the cost will be equally beared by NND and successful bidder.	04

3.9. Revenue Sources

- The Concessionaire would generate revenue from, sale of compost, recyclable, advertisement in the vehicles, and user's charges etc.
- The rate of user charges shall be in accordance with the notifications issued by Nagar Nigam Dehradun from time to time. The aforesaid user charges shall be notified by the Board before the achievement of Commercial Operations Date by the Concessionaire.

3.10. Penalties:

The period of first 180 days from the state of work shall be treated as period of acquaintance and no penalties will be imposed.

The following penalties shall be imposed by authority on the company / firm.

S.No.	Activity	Unit of Measurement	Penalty imposed
1	Non Collection of Municipal Solid Waste (Garbage) from households during Door to Door Collection	Per House/ shop/ establishment	Rs. 2/- per day Per House/shop/establishment
2	Door to Door Collection vehicle does not report to duty in the area under Agreement	Per Door to Door Collection vehicle not reporting	Rs. 500/- per vehicle per day
4	Deployment of workers without approved uniform and identity card.	Per worker	Rs 50 per day per worker.
7	Non-solving of complaint within 48 hours of its receipt	Per complaint not attended	Rs 100/- per complaint per day
8	Absenteeism of labour at workplace	Each Labour	Maximum Rs 200/-per labour & Rs 50/-per week for continuing labour.

9	Source segregation of Municipal Solid Waste(Garbage) from Each household during Door to Door.	Per House/ shop/ Establishment	Rs. 1/- per day Per House/shop/establishment
10	If waste (other than inert material) transported to Sheeshambada site after 6 months		20 % amount deduction of the total tipping fee per invoice month
11	Company/firm will sort out every complaint within 24 hours.		otherwise @ Rs. 50/- per un-resolved complaint shall be imposed as fine.

4. Evaluation Methodology

Evaluation Parameters

4.1 The Proposal for the Project would be evaluated on the basis of the Concession Payment quoted by the Bidders in the Financial Proposal.

Previous Experience of the bidder in operating and managing Integrated Solid Waste Management Project which includes door to door collection of municipal solid waste or transportation of municipal solid waste

- a) Based on the number of years
- b) Based on the Quantity of Waste handled per MT.
- c) Based on the number of completed projects as on 31st March 2020
- d) Detailed Technical Proposal for the project

4.2 The minimum Qualifying marks of the technical evaluation is 60%

4.3 Evaluation of Technical proposal:-

The technical proposal for the Project would be evaluated on the following basis:

4.3.1. Previous Experience of the bidder in operating and managing Integrated Solid Waste Management Project which includes door to door collection of municipal solid waste or transportation of municipal solid waste

a) Based on the number of years:

Description	Max Marks
a) Less than 2 = 5 b) 2-4 = 15 c) More than 4 = 20	20

In case of part year, only the completed years will be counted. For example four (4) years and eight(8) months will be counted as four(4) years.

b) Based on the Quantity of Waste handled / MT

Description	Max Marks
Waste Collected (for 50 TPD) Unit= MT/Day	40
a) less than -50/T	
b)50-100/T	
c) 100-200/T	
More than 200MT	

Project(s) would include operation & management of waste collection from urban areas. Only projects with Minimum 50 MT/day per day (average of the latest year of operation) shall be considered eligible.

Project wise matrix would be prepared to arrive at average quantity. The overall marks would be given on the average quantity.

c) Based on the number of Projects

Description	Max Marks
No of projects	15
a) Less than 1 = 0	
b) 1 = 5	
c) 2 = 10	
d) More than 2 = 15	

Eligible projects : Successful Setting up or Operations & Management of project handling waste of minimum waste of 50 MT/Day for last 2 years in any of the followings:

- I. Integrated Solid Waste Management involving Processing and Disposal Components
- II. Composting from MSW
- III. Collection and transportation
- IV. MSW Landfill

d) Details of staff and their experience in the field of MSW : 10 Marks

1. Team Leader- If B.Tech / M.Sc in Environment - : 5
(if having experience more than 5 years, qualification may be relaxed)
2. Head of Operations - Graduate in Public Health/ Environment- : 3
(if having experience more than 5 years, qualification may be relaxed)
3. Other supporting Staff (mini 2 nos.) having similar experience, for 3 years – : 2

4.3.2. Detailed Technical Proposal : 15 Marks

Bidders are required to create & submit Detailed Technical Proposal for the project, which must address following aspects:

The bidder offering the lowest tipping fee shall be declared Successful.

In the event that two or more Bidders secure the same overall score, NNDmay:

(a) invite fresh Proposals from the Bidders;

OR

(b) take any such measure as may be deemed fit in its sole discretion.

4.3.2. Nagar Nigam Dehradun either chooses to accept or reject the Proposal of the Preferred Bidder.

4.3.3. Upon acceptance of the Financial Proposal of the Preferred Bidder, NNDshall declare the Preferred Bidder as Successful Bidder.

4.3.4. NNDwill notify the Successful Bidder by facsimile and by a letter that its Proposal has been accepted

Schedule 1

Cover Letter

To,
The Municipal Commissioner
Nagar Nigam Dehradun
Dehradun

Dated:

Sub: Selection of Concessionaire for Door to Door Collection, and Transportation of waste (C &T)
of newly added 31 (72 village) ward in Dehradun up to Material Recovery Facility centre (MRF) &
inert up to sheeshambada processing site.

Dear Sir,

With reference to your Invitation for RFP document dated -----, we, having examined the
Invitation for RFP document and understood its contents, hereby submit our RFP for the aforesaid
Project.

1. The RFP is unconditional and unqualified.
2. All information provided in the RFP and in the Schedules is true and correct and all documents accompanying such RFP are true copies of their respective originals.
3. We acknowledge the right of NND to reject our RFP without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
5. We have not directly or indirectly or through an agent engaged or indulged in any corrupt Practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as Defined in Clause of the Invitation for RFP document, in respect of any tender issued by or Any agreement entered into with NND or any other public sector enterprise or any Government, Central or State;

6. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any RFP that you may receive nor to invite the Applicants to submit their RFPs for the Project, without incurring any liability to the Applicants
7. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the Invitation for RFP document and are qualified to submit RFP in accordance with the provisions of the Invitation for RFP document.
8. We certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees
9. We have studied all the Invitation for RFP document carefully and also surveyed the Project site.
10. We agree and understand that the RFP is subject to the provisions of the Invitation for RFP document. In no case, we shall have any claim or right of whatsoever nature if we are not shortlisted or our RFP is not opened.
11. We agree to keep this offer valid for 180 days from the RFP Due Date specified in the Invitation of RFP document. 20
12. We agree and undertake to abide by all the terms and conditions of the Invitation of RFP document.

Yours faithfully,

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Applicant

Schedule 2

Key Personnel

Format of Curriculum Vitae (CV) for Proposed Key Personal Proposed Position	
Name of the staff	
Date of Birth	
Education	
Experience in Years	
Employment Records	From: Employer : Position Held : From: Employer : Position Held : From: Employer : Position Held :

Schedule - 3

Composition of the Team Personnel and the task which would be assigned to each Team Member

1. Technical/Managerial Staff

Sl. No. Name Position Task assignment

2. Support Staff

Sl .No. Name Position Task assignment

Schedule -4

Financial Details of the Applicant Description	Turnover (In Lacs)
FY 2017-18	
FY 2018-19	
FY 2019-20	

Schedule - 5

WORK PLAN TIME SCHEDULE

A. Field Investigation

Sl. Item Month wise Program

No. 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th

B. Compilation and submission of reports

1. Plan for submitting monthly assessment Reports
2. Plan for submitting monthly waste quantity received and processed

C. A short note on the line of approach and methodology outlining various steps for performing the study.

D. Comments or suggestions on "Terms of Reference.

Schedule - 6

WORK PROGRAM AND TIME SCHEDULE FOR KEY PERSONNEL

MONTHS

Name Position 1 2 3 4 5 6 7 8 9 10 11 12 Number of months

Total

Reports Due/Activities and Duration

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

Field Full Time Part Time Reports due Activities Duration 28

Appendix 1
Format for Acknowledgement of RFP Document
And Notification of Intent to Submit Proposal

Date:

To
Municipal
Nagar Nigam Dehradun
Dehradun (Uttrakhand)

Dear Sir,

Sub : Proposal for **Door** to Door Collection, and Transportation of waste (C &T) of newly added 31 (72 village) ward in Dehradun up to Material Recovery Facility centre (MRF)& inert up to sheeshambada processing site.

The undersigned hereby acknowledges and confirms receipt of all the Parts (Part I, Part II and Part III) of the Request for Proposal (RFP) Document for the captioned project from NND and conveys its intention to submit a Proposal for the Project “**Door** to Door Collection, and Transportation of waste (C &T) of newly added 31 (72 village) ward in Dehradun up to Material Recovery Facility centre (MRF)& inert up to sheeshambada processing site.

.....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

- *On the Letterhead of the Bidder or Lead Member of Consortium.*
- *To be signed by the Lead Member in case of a Consortium.*
- *The acknowledgement should be sent within 2 weeks of receipt of the RFP Document*

Appendix 2

Format for Covering Letter Cum Project Undertaking

To,
The Municipal Commissioner
Nagar Nigam Dehradun
Dehradun, Uttarakhand

Dear Sir,

Sub: Proposal for **Door** to Door Collection, and Transportation of waste (C & T) of newly added 31 (72 village) ward in Dehradun up to Material Recovery Facility centre (MRF)& inert up to sheeshambada processing site.

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by NND. We hereby submit our Proposal for the captioned project.

We are enclosing our Proposal in one (1) original plus one (1) copy, with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our Proposal is valid for a period of nine (9) months from.....(Proposal Due Date).

Further, we confirm that we continue to be eligible as per the requirement of the RFQ Document.

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 Draft Concession Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated this.....Day of....., 2020.

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

- On the Letterhead of the Bidder or Lead Member of Consortium.
- To be signed by the lead member, in case of a consortium.

Appendix 3

Format for Anti-Collusion Certificate

Anti-Collusion Certificate

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 Bidder or other person/s and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this Day of , 2020

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

- *To be executed by all the Members in case of Consort*

APPENDIX 4

Detailed Technical Proposal

Bidders are required to create & submit Detailed Technical Proposal for the project, which must address following aspects:

a. Smart SWM System

- (ix) Project Component Detailing based on provided scope of work, shared data and project site visits by the bidder
- (x) Details of proposed system showing how it will handle the project components, defined scope of work and future expansions
- (xi) Showing how proposed technologies are:
 - Being used in existing projects and performance improvement outcomes.
 - New innovations proposed
- (xii) Details and design of SWM control room
- (xiii) Improvements/Upgrades required in existing vehicles equipment
- (xiv) Data Security, privacy, disaster recovery, business continuity aspect of the system
- (xv) Proven technology related clarifications

b. Project Implementation Plan

- (vi) Taking over existing infrastructure & Up-gradation plan
- (vii) Change Management Plan
- (viii) Proposed hardware with clear specifications
- (ix) Implementation plan for new construction etc.
- (x) Manpower planning
- (xi) project implementation plan
- (xii) Operation & Maintenance Plan

c. User charge collection

- (iv) User Charge Collection Estimates
- (v) Proposed methods for improving user charge collections.
- (vi) Estimates showing coverage of tipping fee by user charge collection

d. Risk Assessment and mitigation plan

e. Change Management plan

f. Projected Additional Investment assessment, specifications, plans & estimated costs

APPENDIX 5

■ Format for Financial Proposal

To
Municipal Commissioner
Nagar Nigam Dehradun
Patel Road, Near Doon Hospital
Dehradun -248001, Uttarakhand

Subject : **Door** to Door Collection, and Transportation of waste (C &T) of newly added 31 (72 village) ward in Dehradun up to Material Recovery Facility centre (MRF)& inert up to sheeshambada processing site.

We are pleased to submit our financial proposal for Door Collection & Transportation of Waste (C&T) of Newly Added 31 (72villages) Wards in Dehradun Up to Material Recovery Facility centre (MRF) & inert up to sheeshambada processing site.

Tipping Fee	
(Rs in figures)	
(Rs in words)	

Note : Year 1 shall start from First Day of Operations Period as defined in Concession Agreement

APPENDIX -8
Format for Power of Attorney for Signing of Application
(On a Stamp Paper of relevant value) Power of Attorney

Know all men by these presents, we (Name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Project envisaging **Door** to Door Collection, and Transportation of waste (C &T) of newly added 31 (72 village) ward in Dehradun up to Material Recovery Facility centre (MRF)& inert up to sheeshambada processing site. Solid Waste Management System at Dehradun and (the "Project") including signing and submission of all documents and providing information / responses to Nagar Nigam Dehradun representing us in all matters before Nagar Nigam Dehradun , and generally dealing with Nagar Nigam Dehradun in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

(Signature)

(Name, Title and Address)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Note:

- \$. To be executed by the Bidder*
- \$. 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.*
- \$. In case the Application is signed by a Partner/ authorized Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

APPENDIX 8B

Power of Attorney for Lead Member of Consortium

Whereas the Nagar Nigam Dehradun, Government of Uttarakhand has invited applications from eligible bidders for **Door** to Door Collection, and Transportation of waste (C & T) of newly added 31 (72 village) ward in Dehradun up to Material Recovery Facility centre (MRF)& inert up to sheeshambada processing site. Solid Waste Management System at Dehradun (the "Project")

Whereas,,, and..... (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project,

AND

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our registered office at,
M/s. having our registered office at,
M/s. having our registered office at, and
M/s. having our registered office at,

(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. (having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney").

We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF, 20____

For

(Signature)

.....
(Name & Title)

For

(Signature)

.....
(Name & Title)

For

(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

.....
(Executants)

(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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 Bidder. 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 Bidders 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.

APPENDIX 9

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of, 2015

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {..... Limited, a company incorporated under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Fourth Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)}\$

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS

Nagar Nigam Dehradun , Government of Uttarakhand, represented by _____and having its office at _____ Dehradun, Uttarakhand hereinafter referred to as “NND”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns has invited applications (the Applications”) by its Request for Proposal No. dated(the “RFP”) for short-listing of bidders **Door to Door** Collection, and Transportation of waste (C &T) of newly added 31 (72 village) ward in Dehradun up to Material Recovery Facility centre (MRF)& inert up to sheeshambada processing site.,Solid Waste Management System at Dehradun and (the “Project”) at Dehradun , (the “Project”) through public private partnership.The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

- a) In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
- b) The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

- a) The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956/2013 for entering into
- b) Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be the Technical Member of the Consortium;
- c) Party of the Third Part shall be the Financial Member of the Consortium;
- d) Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.

2. Joint and Several Liabilities

- a) The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

3. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - I. require any consent or approval not already obtained;
 - II. violate any Applicable Law presently in effect and having applicability to it;
 - III. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

- IV. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- V. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it.
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

4. Termination

- a) This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium.
- b) However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

8. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of :

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of :

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

■

SIGNED, SEALED AND DELIVERED

For and on behalf of :

THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of :

FOURTH PART by:

(Signature) (Signature)

(Name) (Name)

(Designation)

(Address)

In the presence of:

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, lay down by the Applicable Law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarised in the jurisdiction here the Power of Attorney has been executed.