



# कार्यालय नगर निगम देहरादून

दूरभाष-0135&2655620, 265352, 2658204  
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Letter no... 268(H)/2022

Date... 18/08/2022



**Nagar Nigam Dehradun**  
Telephone & 0135 - 2714074 Website - [www.nagarnigamdehradun.com](http://www.nagarnigamdehradun.com)  
E-mail - [nagarnigam.ddn@gmail.com](mailto:nagarnigam.ddn@gmail.com)



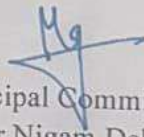
**Request for Proposal (RFP) for Operation and Maintenance of Existing Waste Processing Plant along with O&M of Sanitary Landfill facility at Sheeshambada for five years.**

Nagar Nigam Dehradun invites RFP for Operation and Maintenance of Existing Waste Processing Plant along with O&M of Sanitary Landfill facility at Sheeshambada for five years from eligible service provider having experience as indicated in the RFP document. Interested bidders are requested to procure the RFP document upto 11-09-2022. The RFP can also be downloaded from e-tenders portal government of uttarakhand between the said dates. Pre-bid meeting is scheduled at 12:00 Noon on 26-08-2022. Any Addendum/Corrigendum including date of extension will be uploaded only on [www.uktenders.gov.in](http://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 12-09-2022 at 2:00PM.

**Municipal Commissioner, Nagar Nigam Dehradun**

**Copy to:**

1. Honorable Mayor Nagar Nigam Dehradun for kind information.
2. Editor Daily News Paper... Aman Ujalka/Pioneer .....to published 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**

**Operation and Maintenance of Existing Waste Processing Plant along with Operations and Maintenance of Sanitary Landfill facility at Sheeshambada for five years.**

**NAGAR NIGAM DEHRADUN (UTTARAKHAND)**

**Ph: 0135 - 2714074 E-mail:nagarnigam.ddn@gmail.com**

**Website:www.nagarnigamdehradun.com**

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Date...19/08/2022

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Municipal Commissioner  
Nagar Nigam Dehradun

नगर आयुक्त महोदय:

महोदय दिये गये निर्देशों के अनुपालन में नगर निगम देहरादून के ठोस अपशिष्ट प्रबन्धन के अन्तर्गत शीशमबाडा प्लांट के संचालन हेतु आर0एफ0पी0 तैयार की गयी है।

इस हेतु अधोहस्ताक्षरी की अध्यक्षता में गठित तकनीकी समिति के नामित सदस्यों में मुख्य नगर स्वास्थ्य अधिकारी, वरिष्ठ वित्त अधिकारी, सहायक नगर आयुक्त (स्वच्छ भारत मिशन) हैं। गठित उक्त समिति द्वारा शीशमबाडा प्रोसेसिंग प्लांट हेतु उत्तराखण्ड अधिप्राप्ति नियमावली के अनुसार ई – निविदा प्रक्रिया करने लिए आर0एफ0पी0 को समिति के सदस्यों द्वारा देख लिया गया है। कार्य की प्राथमिकता को दृष्टिगत रखते हुये तकनीकी समिति द्वारा आर0एफ0पी0 जारी करने की संस्तुति की जाती है।

अतः तकनीकी समिति के नामित सदस्यों द्वारा हस्ताक्षरित आर0एफ0पी0 आवश्यक अग्रिम कार्यवाही हेतु प्रस्तुत है।

16/8/22  
अपर नगर आयुक्त

नगर निगम, देहरादून  
अपर नगर आयुक्त  
नगर निगम, देहरादून

**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 Operation and Maintenance of Existing Waste Processing Plant along with Operations and Maintenance of Sanitary Landfill facility at Sheeshambada for five years.**

**Tender Schedule**

<b>Date of downloading tender document</b>	From 2:00 PM on 20.08.2022
<b>Pre-proposal meeting</b>	at 2:30 PM on 26.08.2021
<b>Last date for seeking clarification, if any</b>	Up to 2:00 PM on 25.08.2022
<b>Start date and time for uploading of proposal in e-Procurements platform</b>	Up to 2:00 PM on 30.08.2022
<b>Last date and time for uploading of proposals (both Technical and Financial) in e-Procurements platform</b>	Up to 2:00 PM on 12.09.2022
<b>Time and date of opening of Technical proposal</b>	at 3:00 PM on 13.09.2022
<b>Time and date of opening of Financial proposal</b>	To be intimated later
<b>Place of Opening of proposals and Address for communication</b>	Nagar Nigam Dehradun (NND) 1 Patel Road, Dehradun (Uttarakhand) – 248 001

**I. Instruction to Bidder (ITB)**

1. NND invites Request for Proposals (RFP) through e-procurement portal for **Selection of an Agency for Operation and Maintenance of Existing Waste Processing Plant along with Operations and Maintenance of Sanitary Landfill facility at Sheeshambada for five years** as per details given in this documents as per Uttarakhand Procurement Rules - 2018 and subsequent revisions.
2. Detailed Scope of Work / Services / supply are given before commencement of Annexures' Section.
3. Eligibility-cum-Qualification Criteria:
  - i) Should be a legal entity as per Indian Law.
  - ii) Should have GST registration.
  - iii) JVs / Consortiums are also eligible. However, they are not permitted to submit proposal individually as well as partner of a JV / Consortium, in which case both proposals shall be rejected.
  - iv) In case of JV / Consortium there can be maximum of three partners / members.
  - v) Consortium / JV agreement or MoU should be part of Technical Proposal and agreement / MoU should include the provision to the effect that all members should be liable to the Client jointly and severally notwithstanding their mutual stake-holding, without which the Proposal shall be considered non-responsive.

*of.*  
TAMC

*[Signature]*

*P.S.F.O*

*[Signature]*

- vi) A Power of Attorney for signing of proposal needs to be furnished in favour of the Authorized Signatory as per format provided in Annexure - 8.
- vii) Affidavit as per format provided in Annexure – 10.
- viii) The bidders 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 FY 2018-19, 2019-20 & 2020-21 of not less than Rs. 10 (Ten) crores.

(The Financial turnover is the total financial turnover of the bidding company / organization / Service Provider 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.)

- xi) **Past Experience:** Satisfactorily completed operation and maintenance of Waste Processing Plant of capacity not less than 300 Metric Tons/ Day (or two projects of 200 Metric Tons/Day) and operation and maintenance of Sanitary Landfill Facility of capacity not less than 50 Metric Tons/ Day as a prime contractor for at least 1 year.
4. The Service Providers should submit along with the proposal, all relevant documents to establish their eligibility and also for meeting post-qualification criteria.
  5. With regard to eligibility and post-qualification criteria; and Service Providers' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Service Providers.
  6. Due diligence by Service Providers – Service Providers are encouraged to inform themselves fully about the assignment and the local condition before submitting the bid by paying a visit to the project area and the project site.
  7. Tender fee of Rs. 11,800 (Rs. 10,000 + GST 18%) to be paid online as per details given under ITB Clause No. 7 (ii) before technical proposal opening. **In case of non-payment within the stipulated time, the proposal shall be summarily rejected.**
  8. Earnest Money:
    - (i) The Earnest Money is Rs. 12,00,000/= (Twelve lakhs only) to be paid online as per details given below before technical proposal opening. **In case of non-payment within the stipulated time, the proposal shall be summarily rejected.**
    - (ii) The **Tender fee and Earnest Money** should be remitted through **net banking**. The details are:
      - (i) Beneficiary name – Nagar Nigam Dehradun
      - (ii) Bank's name – Union Bank of India
      - (iii) Account Number - 543902010007132
      - (iv) Branch – Nagar Nigam
      - (v) Address – Nagar Nigam Dehradun Branch, Dehradun – 248001
      - (vi) IFSC – UBIN0054391
      - (vii) GST No. – 05MRTN00369FID8
      - (viii) PAN – AAALN0273G



- (iii) The Earnest Money shall be returned to unsuccessful Service Providers within a period of thirty (30) days from the date of announcement of the Successful Service Provider. The Earnest Money submitted by the Successful Service Provider 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 Service Provider 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 Service Provider 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.

9. Proposal Preparation Cost:

The Service Provider 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.

10. Clarifications:

Service Providers requiring any clarification on the tender document may upload the queries on website: [www.uktenders.gov.in](http://www.uktenders.gov.in) or through e-mail (with subject- query processing plant RFP) to Health Section at [nagamigam.ddn@gmail.com](mailto:nagamigam.ddn@gmail.com) prior to the time and date given in the Tender Schedule (Page – 1).

11. Amendment of Proposal:

- (i) At any time prior to the proposal due date, NND may, for any reason, whether at its own initiative or in response to clarifications requested by a Service Provider, modify the proposal through Addendum / Corrigendum which will be posted on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.
- (ii) In order to afford Service Providers 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.

12. 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 Service Providers extend the period of validity for a specified additional period. A Service Provider may refuse the request without forfeiting its Earnest Money. The proposal of any Service Provider refusing to extend the Earnest Money shall be returned and shall not be included in the further proposal process. A Service Provider 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.

13. 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 Service Providers 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.
14. Service Providers 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 Service Providers will be unconditional and unqualified and the Service Providers 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.
15. No interpretation, revision, or other communication from NND regarding this solicitation is valid unless posted on website: [www.uktenders.gov.in](http://www.uktenders.gov.in).
16. Format and Submission of Proposal:
- i) Service Providers 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 receipt has to be uploaded along with technical proposal.**
  - vi) Financial proposal folder:  
As per BoQ in the financial folder.
  - vii) The Service Provider shall prepare and submit online through website: [www.uktenders.gov.in](http://www.uktenders.gov.in) scanned copies of original documents comprising the proposal as described above.
  - viii) Proposals should be submitted / uploaded on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.  
**Submission of Proposals through any other mode is not acceptable and shall be rejected.**  
NND, at its sole discretion, may extend the last date for proposal submission proposal submission by issuing an Addendum on the website: [www.uktenders.gov.in](http://www.uktenders.gov.in) only.
  - ix) **Late Proposals:** It may be noted that the e-portal will not accept any proposal after the specified due time as per its server clock.
  - x) The Service Provider 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 will submit the original documents before signing of agreement.**

17. Modification and Withdrawal of Proposals:

- (i) The Service Provider 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.

18. 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.

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

20. Proposal Opening:

- (i) Service Providers' 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.**

21. 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.

22. Clarifications :

- (i) To assist in the process of evaluation of proposals, NND may, at its sole discretion, ask any Service Provider 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) Service Providers shall fill up the required information as per the prescribed proposal form. If any Service Provider does not fill up the information properly, NND has a right to reject such proposals.

23. 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 shall be considered as technically responsive. Thereafter, only their financial proposals shall be opened.

- (iii) The service provider who has submitted the **lowest evaluated responsive** proposal shall be deemed to be the preferred service provider. In case more than one Service Provider has quoted same fee, the Service Provider having higher / highest cumulative financial turnover during financial years of 2018-19, 2019-20 & 2020-21 will be declared as successful Service Provider.
- (iv) Proposal submitted with an adjustable price will be treated as non-responsive and rejected.
- (v) With regard to eligibility cum qualification criteria; and Service Providers' responsiveness, the interpretation and decision of the Technical Evaluation Committee shall be final and binding on all Service Providers.
- (vi) The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- (vii) Any conditional bid would be rejected
- (viii) Proposals shall be deemed to be under consideration immediately after they are opened and until such time NND makes official intimation of award/ rejection to the Bidders. While the Proposals are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting NND and or their employees/ representatives on matters related to the Proposals under consideration by any means.

24. 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 Service Provider if:
  - (a) at any time, a material misrepresentation is made or uncovered; If a fraud or fraudulent practice adopted by any Service Provider is established, the Service Provider may be blacklisted and /or appropriate legal proceedings may be initiated against such Service Provider as per the prevailing laws, OR
  - (b) the Service Provider 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.

25. 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.

26. Notifications:

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

27. Acceptance of Notification of Award (NOA):

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

28. Execution of Contract:

- (i) The Successful Service Provider 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 Service Providers 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.

29. Performance Security:

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

30. 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.

31. 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

## Scope of Work (SoW)

### **(1) Deliverables:**

#### **1.1. Mechanical Compost Plant**

1. Required and necessary repairs (including all types of Civil, Electrical and Mechanical repairs) of existing mechanical compost plant.
2. Operation and maintenance of the Mechanical compost plant for Five Years as per Schedule II of Solid Waste Management Rules, 2016 and follow technical specifications as per CPHEEO 2016 SWM Manual published by Ministry of Environment, Forests and Climate Change (MOEF&CC)
3. The scope includes processing of 350 Metric Tons/Day Municipal Solid Waste at Waste Disposal Site Sheeshambada through existing compost plant.
4. It shall be the responsibility of operator to clean and sweep of entire area of plant.
5. Bidder shall be responsible for uninterrupted operation of the facility and make arrangements for appropriate alternate power supply (DG Set) in the facility.
6. The Contractor has to, at his own cost and responsibility, increase equipments/machinery in order to meet the requirement of work for smooth uninterrupted functioning of the plant.

#### **1.2. Sanitary Landfill Facility**

1. To Operate and Maintain the Sanitary Landfill Facility as per the Schedule I of Solid Waste Management Rules, 2016 and also follow all technical specifications as per CPHEEO 2016 SWM Manual Published by Ministry of Environment, Forests and Climate Change (MOEF&CC)
2. The contractor is responsible for making arrangement for daily soil cover as specified in the Schedule I of Solid Waste Management Rules, 2016
3. The Service Provider shall carry out Land Filling, including carrying out of relevant Tests, maintenance of records and ensure certification by Project Engineer. The Service Provider shall weigh the Landfill Waste prior to disposal of the same in the Sanitary Landfill, which shall not exceed, unless otherwise agreed by NND, to monthly quantum of maximum 20% of the total MSW collected by Service Provider in the preceding month.
4. However, for arriving at the cap of the quantum of waste to be Landfilled, the inert material and Non Confirming Waste collected by the Service Provider as part of MSW shall not be included. For avoidance of doubt, it is clarified that in exceptional circumstances NND and the Service Provider may mutually agree to change above mentioned maximum threshold for Landfilling. If the landfill waste disposed off by the Service Provider exceeds the cap limit mentioned in this Clause then the Service Provider will be charged a Penalty as mentioned in KPIs.
5. The Service Provider shall treat the leachate collected in the leachate collection system (LCS) at its own cost and expense.

#### **1.3. Procurement/ Arrangement of equipment, vehicles and other accessories for Repair operate and maintenance of existing compost plant at Sheeshambada.**

1. NND will not provide any additional equipment/machinery, vehicles or manpower for Repair, operate and maintenance of existing compost plant at Sheeshambada apart from those available on site.
2. Contractor shall arrange all the required equipment and vehicles at their own cost.

#### **1.4. Repairs and Maintenance**

1. Operator shall carry out regular major/minor (Civil, Electro-Mechanical) repairing and maintenance of all equipments and vehicles and existing plant at his own cost.

#### **1.5. Waste Discharge and Inspection**

1. The Bidder shall be responsible for the sale of the compost, and recyclables so generated as a result of the Treatment process. The Bidder has to follow the Policy on Promotion of City Compost published by Government of India, Ministry of Chemical & Fertilizers (F.No.11026/14/2015-M&E) dated 10th February 2016. The Bidder shall ensure that the composition of the compost is in compliance with the MSW Rules 2016, CPHEEO Manual 2016 and that the same is transported/ stored / packed in line with the regulatory stipulations at all times during the Contract Period. The Bidder may install a suitable machinery of appropriate capacity to consolidate /compact/ collect all the RDF, Rejects, so as to reduce the volume of waste during transportation. The cost towards

- installing and operating such machinery shall be borne by the bidder. The RDF shall be disposed as per the instructions of the engineer in charge and the reject from mechanised composting plant and other rejection shall be dumped in SLF, according to the standards presented to the SWM Rules 2016
2. The Bidder shall, immediately from the time of separation/identification of such waste, at its own cost, shall collect, load and transport the rejects in the SLF Facility as stated by the Engineer in charge.
  3. The bidder shall conduct such tests to ensure conformance of the operations of the Project Facilities with the standards prescribed in prevalent Law/ Rules/ Statutes at his own cost.

#### 1.6. Record keeping of the work & waste inspection procedure

1. The bidder shall maintain all the records in electronic format, he shall develop a software for recording such data on daily basis and get it approved from the engineer in charge.
2. The Bidder shall be responsible for maintaining records of the rejected waste so handed over to the SLF Facility.
3. The Bidder shall use its own resources including manpower, machinery, etc to handle the rejected waste including storage, loading/ unloading, etc.
4. Obtain and maintain records with regards to the operation of the Project Facilities namely the composition (physical as well as chemical) of the End Product, weight of rejects, weight of end product, composition of rejects (approximate weight basis or volumetric basis), resources deployed by the Bidder on a daily basis and any other records as required by the Municipal Body and Government Authorities
5. Bidder shall obtain necessary authorization permits from competent authority at his own cost.
6. Review the O&M Plan for Mechanical Compost Plant and Sanitary Landfill Facility submitted by the Bidder from time to time and bring to the attention of the engineer in charge, for deviations if any from the same. He should also submit monthly progress report. The report should contain volume of waste handled, volume and quantity of waste processed, quantity of RDF, compost, recyclables rejects, etc. generated at the time of processing, details of team deployed for processing, and any other details as required by the engineer in charge.
7. The operator should maintain visitors book at site to record the comments from the visitors, the photo copy of the same should be submitted to the office of engineer in charge once every month.
8. Shall, for the purposes of determining that the Project Facility is being maintained in accordance with the O&M Requirements, the Service Provider shall with due diligence carry out all necessary and periodical Tests in accordance with and as per the instructions of the Project Engineer and such Tests shall be carried out under the supervision of the Project Engineer. The Service Provider shall maintain proper record of such Tests and the remedial measures taken to cure the defects or deficiencies, if any, indicated by the Test results.
9. The Service Provider shall treat the leachate collected in the leachate collection system (LCS) at its own cost and expense.

#### 1.7. Pollution prevention during operation

Bidder shall at his own cost take necessary preventive measures for:

- a. Noise
- b. Odour Control by proper spraying of chemicals.
- c. Ambient Air Quality
- d. Litter
- e. Bird control
- f. Vermin and other pests
- g. Dust
- h. Wheel cleaning facility of vehicles

#### 1.8. Fire Management

1. For Fire management, the bidder must obtain NOC for operation from the concerned department under fire prevention and protection act 2006 along with related insurances against fire. The bidder shall provide all the equipment, machinery & manpower required to control and stop fire at Sheeshambada MSW site.

#### 1.9. Periodic Maintenance and Inspection

- a. Surface Water drainage system
- b. Leachate Management System
- c. Environmental Management System
- d. Soil Cover system for SLF

#### 1.10. Manpower Requirements and Training

1. The Bidder must deploy sufficient skilled and unskilled manpower so as to operate the facility and also provide training to officers and supervisors for the facility to operate at full efficiency.
2. Shall have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to supervise the Project Facility, to deal with the Project Engineer/NND and to be responsible for all necessary exchange of information required pursuant to this Document
3. The wages payable to the workers of sanitary workers shall not be less than the wages payable to them at the time of offer for employment or as per Applicable Labour Laws issued by Ministry of Labour and Employment, Government of India whichever is higher.

#### 1.11. Treatment and Disposal of Leachate

If Treatment facility is not available on site, then the operator will have to lift & dispose the Leachate to the nearby treatment facility or at locations as directed by the engineer in charge. If the available treatment facility faces a break down for repairs and is inoperable then in such case the bidder at his own cost will lift the Leachate and dispose the same as directed by the engineer in charge.

#### 1.12. Other Works

1. The operator should also maintain the buildings, approach roads in good condition acceptable to employer from time to time.
2. The bidder should pay all the deposits and the bills against the electricity, water supply as utilised by the operator during the operation and maintenance period.
4. All necessary Tests as per SWM Rules, 2016, at his own cost.
5. Minimum wages for employee as per existing Labours Law.

1.13 NND at its own discretion may upgrade facilities / equipment of plant for improvement of entire process. This may be done on the basis of report of IPE or self-assessment by NND or due to any regulatory requirement.

1.14 Available Project facility attached as **annexure – 11**

### (2) Independent Project Engineer

For project monitoring and supervision purpose, an Independent Project Engineer (IPE) to be appointed by NND within twenty day after signing of agreement.

#### 2.1 Procedure for Appointment

- (1) NND shall appoint an Independent Project Engineer firm. The firm/agency shall be referred to as project engineer hereafter but shall mean a firm engaged to provide necessary and qualified manpower for project monitoring and supervision.
- (2) Payment to Project Engineer – All fees, cost, charges and expenses payable to the IPE will be borne by Service Provider.

### (3) Breach of Obligations / Default

1. In the event the Service Provider has failed to operate and maintain the Project Facility in accordance with the O&M Requirements, and such failure has not been remedied despite a notice to that effect issued by the Project Engineer/NND ("Notice to Remedy"), NND may, without prejudice to any of its other rights/remedies under this Document, be entitled to cause the repair and maintenance of the Project Facility at the risk and cost of the Service Provider. The Service Provider shall reimburse one and half times the costs



- incurred by NND on account of such repair and maintenance within fifteen (15) days of receipt of NND's claim there for.
2. The Service Provider shall be deemed to be in material breach of O&M Requirements, if NND, acting reasonably and in accordance with the provisions of this Document, has determined that due to breach of its obligations by the Service Provider,
    - (i) The maintenance of the Project Facility or any part thereof has deteriorated to a level which is below the acceptance level prescribed by the O&M Requirements;
    - (ii) There has been a serious or persistent breach in adhering to the O&M Requirements and there by the Project Facility or any part thereof is not safe for operations;
  3. Upon occurrence of Material Breach of O&M Requirements, NND shall, without prejudice to and notwithstanding any other consequences provided therefor under this document be entitled to terminate this Project.

#### **(4) Environmental Compliance**

The Service Provider shall, ensure that all aspects of the Project Facility during the Project period and processes employed in the construction, operation and maintenance shall conform to the laws pertaining to environment, health and safety aspects including MSW Rules, policies and guidelines related thereto.

The Service Provider shall obtain and maintain from time to time all necessary clearances from the Pollution Control Board or any other similarly empowered Government Agency and for this purpose shall carry out the necessary environmental impact assessment studies and implement appropriate environment management plans in respect of the Project Facility.

#### **(5) Receiving Waste from NND**

The Service Provider shall receive the Municipal Solid Waste only from NND. The Service Provider may be allowed receiving the waste from other sources but only with prior permission from NND. Only NND shall have the sole right for permitting collection of waste from any other source and also the sole right of setting terms and conditions for such arrangements.

#### **(6) Weighbridge**

- a. The Service Provider shall, at its cost, maintain weighbridge(s) at the Processing site, which is capable of accurately measuring all types of MSW to enable the Parties to determine all quantities and make all calculations, referred to in this RFP.
- b. The Service Provider & The Project Engineer shall record at least the following data for each and every vehicle:
  - i. Date of operation
  - ii. Registration number of the truck supplying Municipal Solid Waste/Lorry number
  - iii. Total laden weight of the truck
  - iv. Time of entry of the truck
  - v. Total unladen weight of the truck
  - vi. Net weight of Municipal Solid Waste
  - vii. Time of exit of the truck
  - viii. Origin ULB and ward number/s
- c. The format for recording shall be finalized in consultation with the Project Engineer.
- d. The Service Provider shall, at its cost, ensure that the weigh bridge is maintained, operated and inspected in accordance with all Applicable Laws and that it accurately

measures and records all types of MSW received by the Service Provider

#### **(7) Acceptance and Rejection of MSW**

1) In case the MSW collected contains Hazardous Waste and/or Biomedical Waste is nature of Non Conforming Waste, the Service Provider upon becoming aware of the same shall decline to accept such MSW, and cause the same to be unloaded in "Assigned Place" for inspection by the Project Engineer, whereupon the Project Engineer shall inspect and certify whether the particular lot of MSW is fit for being accepted by the Service Provider. In case the Project Engineer certifies that MSW is not fit for acceptance by the Service Provider, NND shall take appropriate action on the concerned entity.

2) The Service Provider may decline to accept Non Conforming Wastes in excess of 10 (ten) percent of the total MSW received for any given day.

#### **(8) Processing of MSW and Sale/Distribution of Compost/Other Products**

The Service Provider may adopt such processes and methods as it considers necessary or expedient for Processing of MSW and Land Filling at the Project Facilities, in accordance with Municipal Solid Waste (Management and Handling) Rules 2000 and Applicable Laws.

The Service Provider shall endeavor to carry out Processing of the entire MSW collected and in any case carry out for any given month during the Operations Period, Processing of atleast 80% (eighty percent) percent of the quantity of MSW collected during the month. For avoidance of doubt, it is clarified that in exceptional circumstances NND and the Service Provider may mutually agree to change above mentioned minimum threshold for processing of MSW.

In the event of failure to carryout Processing of the said percentage of MSW, the Service Provider shall be liable to a penalty for the quantum of waste for which Processing as per Operations Specifications has not been undertaken.

The Service Provider shall ensure that all processed waste products are removed from the waste processing facility within 30 days by way of sales or other arrangements at its own cost.

#### **(9) General Obligations**

- (a) obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Project Period;
- (b) comply with Applicable Law governing the operations of the Project Facility, as the case may be, at all times during the Project Period;
- (c) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, Documents and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- (d) be responsible for all the health, security, environment and safety aspects of the Project Site/ Project Facility, as the case may be, at all times during the Project Period;
- (e) ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachments, if any;

- (f) pay all taxes, duties and outgoings, including utility charges relating to the Project Facility, as applicable throughout the Project Period.

(10) Penalty:

Sr No.	Key performance indicator	Measurement method	Penalty
1	Daily land fill to be maximum % of the waste received per day	The certified data for the month shall be analyzed and the contractor shall demonstrate average landfill per day to be less than 20% of the average waste collected per day.	If the Contractor crosses the permitted limit (20%) then he is liable to fine equivalent to processing fee rate per Tonne for the excess quantity dumped at SLF.
3	Collection of any waste from outside NND Jurisdiction or NND permitted areas without prior permission of NND	1.5 times processing incentive Rate X collected waste quantity	<ul style="list-style-type: none"> <li>Based on records of vehicles origin, route weighing records</li> <li>Also based on any such complaints received and verified by NND</li> <li>On occurrence of such digressions by Contractor a penalty of 1.5 times processing incentive rate x collected waste quantity shall be applicable.</li> </ul>
4	Malpractices of inflating the processed waste quantity	2 Times processing incentive rate x inflated processed waste quantity	<ul style="list-style-type: none"> <li>Based on records of vehicles origin, route, weighing records, processing data and conversion norm</li> <li>Also based on any such complaints Received and verified by NND.</li> <li>On occurrence of such deviation by Contractor a penalty of 2x processing incentive rate x inflated processed waste quantity shall be applicable.</li> </ul>
6	For not operation Of processing plant (s)	Rs 20000.0 per day	<ul style="list-style-type: none"> <li>Based on the reports from IPE/NND Employees report</li> <li>Any stoppage of such operations, apart from schedule maintenance days, shall result in to penalties applied to processing incentive mechanism and also the additional penalty as mentioned here.</li> <li>The penalty shall be</li> </ul>

			applicable on pro-rata hourly basis for any such unscheduled stoppage of operations of less than a day.
7	For non removal of processed output from processing facility	Rs.100.00 per MT/day,	<ul style="list-style-type: none"> <li>• Based on the volume of indisposed processed outputs at the waste processing facility.</li> <li>• Not more than three months output shall be allowed to be kept at the waste processing facility.</li> <li>• Based on the O&amp;M plan such quantity shall be fixed for the processed output.</li> <li>• For any such deviations Rs.100 per MT/day penalty shall be applicable and maximum 7 days above the prescribed quantity shall be applicable.</li> <li>• The contractor shall make a suitable arrangement to store such excess quantity at alternate location at its own cost</li> </ul>

## 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 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.
- 2.2 In addition, the Service Provider shall undertake an insurance cover for an assured sum equivalent to the Contract value including GST against third party liability with "Commissioner, NND" as beneficiary.
- 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 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.

### 4. **Payment:**



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

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

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

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

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



**7. Period of Contract:**

Initially for five (5) years from signing of the Contract. It may be extended for a further period of five (5) years. However, during the entire Contract period (5 + 5 years) performance of the Service Provider shall be reviewed periodically at the discretion of NND, but 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 offer any or all of the Services within the period(s) specified in the Contract, the Service Provider is liable to pay the liquidated damages @ 0.5% of Performance Security value per week with maximum up to 10%. Thereafter, NND has the option to terminate the Contract and encash full amount of the Performance Security.

**11. Termination for Default:**

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

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

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


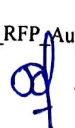
**12. Force Majeure:**

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

**13. Settlement of Disputes:**

13.1 The NND and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

13.2 If after thirty (30) 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 Service Providers 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 Service Providers if it determines that the Service Providers 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 Service Provider 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 Service Providers 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 Service Providers 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 Service Providers 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 Operation and Maintenance of Existing Waste Processing Plant along with Operations and Maintenance of Sanitary Landfill facility at Sheeshambada for five years.**

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

Dated this .....Day of ....., 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 Service Provider 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 Service Provider 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**

Uttarakhand Tourism Development Board, Pt. Deendayal Upadhaya Paryatan Bhawan, Near ONGC Helipad, Garhi Cantt Dehradun-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 Operation and Maintenance of Existing Waste Processing Plant along with Operations and Maintenance of Sanitary Landfill facility at Sheeshambada for five years** for a period of five years (hereinafter referred to as "the work").

A. In terms of the Contract, the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider or postponement/non exercise/ delayed exercise of any of its rights by NND or any indulgence shown by NND to the Service Provider 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 Service Provider /the Guarantor or any absorption, merger or amalgamation of the Service Provider /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 Service Provider 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 Service Provider may submit more details / information to substantiate its claim for past experience.

.....  
Name of the Service Provider

.....  
Signature of the Authorised Person

*[Handwritten signatures in blue and green ink]*

### Format for Financial Proposal

As per BoQ in the Financial Folder.

The Service Provider has 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 Operation and Maintenance of Existing Waste Processing Plant along with Operations and Maintenance of Sanitary Landfill facility at Sheeshambada for five years.**

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

#### PRICE SCHEDULE

S.no.	Work Description	Rate excluding GST (In figure)	Amount (in words)
1	Per metric tonne, output based (Final product i.e. RDF / Compost / Recyclables)		

**NOTE:**

- 1- GST shall be extra, as applicable at the time of raising invoices.
- 2- The financial evaluation shall be based on the above financial bid.
- 3- Bidder to include the cost of required facilities in the above quote.
- 4- Cost escalation on any account will be as per inflationary trends and on basis of mutual decision.

## Format for Financial Capability

Financial Year	Amount (in Rs.)
2018-19	
2019-20	
2020-21	

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 Operation and Maintenance of Existing Waste Processing Plant along with Operations and Maintenance of Sanitary Landfill facility at Sheeshambada for five years.** proposed by Uttarakhand Tourism Development Board, (the "NND") including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to NND, representing us in all matters before NND, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our proposal, and generally dealing with NND in all matters in connection with or relating to or arising out of our proposal for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract with NND.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2.....

For .....  
(Signature, name, designation and address)

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

Witnesses:

1. ....
2. ....

Notes:

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

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





**CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 2019 between..... (Name of NND) (Hereinafter called "the NND") represented by .....of the one part and..... (Name of Service Provider) of ..... (Hereinafter called "the Service Provider ") represented by ..... of the other part:

**WHEREAS** the NND is desirous that certain Goods and ancillary services viz., **Request for Proposal (RFP) for Operation and Maintenance of Existing Waste Processing Plant along with Operations and Maintenance of Sanitary Landfill facility at Sheeshambada for five years.** (Brief Description of Goods and Services) and has accepted a proposal by the Service Provider 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 Service Provider as hereinafter mentioned, the Service Provider 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 Service Provider 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 Service Provider are as under:

**TOTAL VALUE:**

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

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

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

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

**AFFIDAVIT**

1. I / We, ..... who is / are Authorised to sign and submit the proposal against your tender [ title and reference number of the Invitation for proposals ] do hereby undertake as follows:
  - i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
  - ii. any of our personnel, representatives, sub-consultants, sub-Service Providers, service providers, Service Providers 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]

**Project facility Available**

- Mechanized Aerobic Compost Plant Compost facility, along with other civil infrastructure for waste tipping, handling, sorting, wind row pads, packaging unit etc.
- Sorting unit/ Manual or mechanical for recyclable/resource material
- Storage section for the hazardous waste
- Engineered Scientific landfill for the disposal of inert as per CPHEEO guide lines
- Leachate Storage and Treatment Facilities.
- Solar Evaporation Pond
- Internal Approach RCC Roads
- Administrative & Laboratory Building
- Cafeteria
- Workers Change Rooms and Toilets
- Material Stores
- Maintenance Facilities for Vehicles and other mechanical equipment
- Transformer Yards
- DG and Electrical Panel Room
- Security Room
- Weigh Bridge Room
- Green Belt

**Available Equipment that will be used by successful bidder:-**

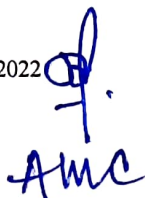
- Two 75mm trommel machine
- one 25 mm size trommel machine
- one 4mm size trommel machine
- 3DX JCB Machine-01, 2DX JCB Machine-02, Excavator Machine -01, Loader -01, Tipper-03

**Processing Site:-**

The following is the details of processing site.

SNo	Description	Area (Hectare)	Location
1.	Compost Plant and Refused Derived Fuel (RDF) Plant	8.323	Shishambara
2.	Inert Processing Plant		Shishambara
3.	Engineered Land Fill site		Shishambara

The site is 20Kms. from Ghanta Ghar, Dehradun, having metal road connectivity. The EIA (Environmental Impact Assessment) has been taken.



AMC