

ई-निविदा सूचना

सर्वसाधारण को सूचित किया जाता है कि नगर निगम देहरादून क्षेत्रान्तर्गत 47 वार्डों से डोर टू डोर कूड़ा एकत्रिकरण हेतु इच्छुक निविदादाताओं/फर्मों/सेवाप्रदाताओं आदि से दिनांक 03.01.2025 की प्रातः 11:00 बजे से दिनांक 17.01.2025 की सांय 05:00 बजे तक दोहरी निविदा प्रणाली (तकनीकी एवं वित्तीय) के अन्तर्गत ई-निविदा आमंत्रित की जाती है। इच्छुक निविदादाता/फर्म/सेवाप्रदाता उत्तराखण्ड शासन की वेबसाईट www.uktenders.gov.in पर ऑनलाइन आवेदन कर सकते हैं। निविदा की शर्तें एवं अन्य जानकारी www.uktenders.gov.in तथा नगर निगम देहरादून की वेबसाईट पर देखी जा सकती है। अधिक जानकारी के लिए किसी भी कार्यदिवस पर प्रातः 10:00 बजे से सांय 05:00 बजे तक स्वास्थ्य अनुभाग, नगर निगम देहरादून में सम्पर्क किया जा सकता है।

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उप नगर आयुक्त
नगर निगम देहरादून

—ह0—

नगर आयुक्त
नगर निगम देहरादून



कार्यालय – नगर आयुक्त, नगर निगम, देहरादून।



(का0— 0135—2714074 : फैक्स—0135—2651060 : ई—मेल – nagarnigam.ddn@gmail.com)

पत्राक : 1612(H)

दिनांक:—02.01.2025

प्रतिलिपि—

1. जिलाधिकारी कार्यालय, देहरादून के नोटिस बोर्ड पट पर चस्पा हेतु।
2. मुख्य विकास अधिकारी कार्यालय, देहरादून के नोटिस बोर्ड पर चस्पा हेतु।
3. मुख्य कोषाधिकारी कार्यालय, देहरादून के नोटिस बोर्ड पर चस्पा हेतु।
4. कार्यालय, नगर निगम देहरादून के नोटिस बोर्ड पर चस्पा हेतु।
5. सम्पादक The Hindustan Times को इस अनुरोध के साथ प्रेषित कि उपरोक्त ई-निविदा सूचना को आगामी अंक के समस्त संस्करण में प्रकाशित करते हुए बिल निर्धारित छूट के साथ भुगतान हेतु इस कार्यालय में प्रस्तुत करें।
6. सम्पादक दैनिक समाचार पत्र Amar Ujala को इस अनुरोध के साथ प्रेषित किया उपरोक्त ई-निविदा सूचना अपने **All Edition** समाचार पत्र के आगामी अंक में 9 x 6 सेमी साईज में प्रकाशित करते हुए अपनी व्यावसायिक दरों में 25 प्रतिशत या उससे अधिक छूट देते हुए समाचार पत्र की दो प्रतियों सहित बिल भुगतान हेतु प्रस्तुत करें।
7. सम्पादक दैनिक समाचार पत्र Dainik Jagran को इस अनुरोध के साथ प्रेषित किया उपरोक्त ई-निविदा सूचना अपने **All Edition** समाचार पत्र के आगामी अंक में 9 x 6 सेमी साईज में प्रकाशित करते हुए अपनी व्यावसायिक दरों में 25 प्रतिशत या उससे अधिक छूट देते हुए समाचार पत्र की दो प्रतियों सहित बिल भुगतान हेतु प्रस्तुत करें।
8. श्री मनीष पन्त, आई0टी0 ऑफिसर, नगर निगम देहरादून को इस निर्देश के साथ कि उक्त ई-निविदा सूचना को वेबसाईट www.uktenders.gov.in तथा नगर निगम देहरादून की वेबसाईट पर अपलोड करना सुनिश्चित करें।
9. कार्यालय प्रति

उप नगर आयुक्त
नगर निगम देहरादून

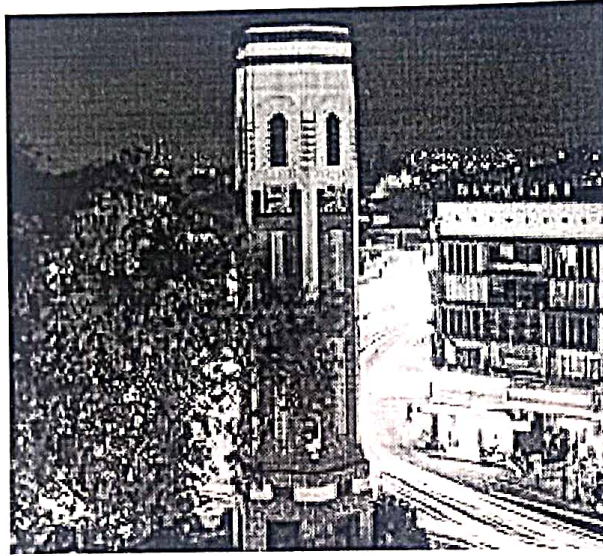
02.01.2025



REQUEST FOR PROPOSAL

FOR

Selection of Service Provider for Primary Door to Door Collection and Transportation of waste of 47 wards within municipal limits up to the transfer stations



Nagar Nigam Dehradun (Uttarakhand)
Near Doon Hospital New Road Dehradun
Uttarakhand 248001
+91-135-2714074
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<http://nagarnigamdehradun.com/>

January 2025
December 2024

[Handwritten signatures]

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Municipal Commissioner, Nagar Nigam Dehradun

Notice Inviting Request for Proposal

No. -----

Dated: -----

Online bids are hereby invited on behalf of Municipal Commissioner, Nagar Nigam Dehradun, from eligible entities for the below mentioned work:

Name of Work	Approximate Daily Waste Quantity	Bid Security/ EMD in INR	Transfer Stations	RFP Document Fee in INR
Primary Door to Door Collection and Transportation of waste of 47 wards within municipal limits up to the transfer stations	200 TPD	01 Cr	02	Rs. 15000/- + GST@18%

1. RFP documents can be seen on and downloaded from the portal: <http://uktenders.gov.in> by the eligible entities registered on the portal for a nonrefundable price as indicated above in the form of a Demand Draft of any Scheduled bank in favor of Senior Finance Officer, Nagar Nigam Dehradun, payable at Dehradun (Demand draft is to be submitted subsequently as per the procedure described in tender document). Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
2. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate ("DSC") at the earliest, as per the process mentioned in the RFP document.
3. Bids must be submitted online on <http://uktenders.gov.in> on or before the deadline for submission of bids, and the 'Technical Part' of bids will be opened online at the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.
4. The critical dates are as given below –
 - I. Date of commencement of sale of RFP – 03/January/2025
 - II. Date of Pre-bid Meeting - 07/ January /2025 at 11:30 hrs
 - III. Last date and time of submission of online bids - 17/January /2025 up to 17:00 HRS
 - IV. Time and date of opening of bids (Technical) – 18/January /2025 at 16:30 HRS
5. The RFP may be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
6. Bids must be submitted online on <http://uktenders.gov.in> on or before the deadline for submission of bids, and the 'Technical Part' of bids will be opened online at the specified time and date for opening of bids, as given above. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office

happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

7. All bids must be accompanied by a bid security as specified in the bid document. Procedure for submission of bid security is described in RFP.
8. Other details can be seen in the bidding document. The Purchaser shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

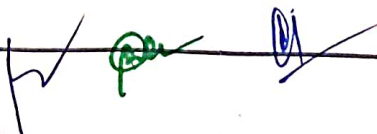
For further details and e-tendering schedule, visit website <http://uktenders.gov.in>

Municipal Commissioner
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Disclaimer

1. The information contained in this Request for Qualification cum Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of ULB or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by ULB to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their key submissions, technical bid and financial bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by ULB in relation to the Project.
3. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for ULB, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ULB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The ULB, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders for participation in the Bidding Process.
6. The ULB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
7. The ULB may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the ULB or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the ULB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



Definitions

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed herein. The words and expressions beginning with capital letters but not defined herein, but defined in the Contract Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein. The undermentioned words and expressions used in this RFP shall have the meaning set out below:

Applicable Law	Shall mean all laws, brought into force and effect by the Government of India or the State Government of Uttarakhand, including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect during the subsistence of the Contract Agreement
Applicable Permits	Shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of the Contract Agreement
Contract Agreement	Shall mean the agreement to be executed by the Concessionaire/ Agency with the ULB for discharging obligations related to the Project and includes any amendment or modification made to the said agreement in accordance with the provisions thereof
Contract Period	Shall mean the period of Seven (07) years, commencing from the date of the execution of the Contract Agreement. (In case if in future the said ULB becomes the part of the integrated solid waste management project this Agreement will be annulled). Contract can be extended for additional 03 (Three) years after successful completion of work on mutual consent.
Concessionaire/ Agency	Shall mean the Selected Bidder to implement the Project and sign the Contract Agreement with the ULB.
"Commercial Operations Date" or "COD"	means the date when the Door to Door waste collection achieves commercial operations, pursuant to the provisions of the Contract Agreement;
ULB	Shall mean the Municipal Council/ Committee or Nagar Nigam Dehradun
Financial Capacity	Shall have the meaning ascribed to it in Clause 3.2 (B)
MSW or Municipal Solid Waste or Waste or Solid Waste	Shall mean the Municipal Solid Waste as described under the Solid Waste Management Rules, 2016 (or as amended time to time) & SWM by-laws.
Project	Means the solid waste management project for collection & transportation of MSW for the ULB, as per terms and conditions of the Contract Agreement.
Project Area	Shall mean the municipal areas under the ULB including areas under Housing board, licensed colonies etc or any other area defined by the ULB
Selected Bidder	Shall mean the Bidder that has been issued the Letter of Award by the ULB for the Project
SWM Rules	Shall mean the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986)
Technical Capacity	Shall have the meaning ascribed to it in Clause 3.2 (A)
User Charges/ User Fee	Shall mean a fee notified by the Government of Uttarakhand and ULB from time to time on the waste Generator in the Project Area
Waste Generator	Shall mean persons or establishments generating MSW within the jurisdiction of the ULBs

1. Introduction

1.1 Project Background

Dehradun, the capital city of Uttarakhand, is a picturesque destination nestled in the Doon Valley between the Ganges and Yamuna rivers. Known for its lush landscapes and pleasant climate, it serves as a gateway to the northern hill stations of India. Dehradun is situated at an elevation of approximately 640 meters (2,100 feet) above sea level. Its location in the foothills of the Himalayas endows it with a moderate climate, with warm summers, cool winters, and a monsoon season that brings refreshing rains. The city's geographical setting contributes to its green surroundings and numerous natural springs.

The Municipal Corporation Dehradun, also known as Nagar Nigam Dehradun, is the civic body that provides basic civic amenities to residents of Dehradun. The prime responsibilities of the civic body is to ensure cleanliness and sanitation in the city, illumination of street lights, maintenance of roads, parks, fire safety, public health works (water supply, storm and sewerage) etc. At present, city comprises of 100 wards.

Nagar Nigam Dehradun invites online bids from experienced and eligible firms for providing door to door (Primary waste collection) and transfer of waste from transfer station up to processing plant (secondary collection) services in Dehradun. The scope of work includes waste collection, transportation, processing, and disposal as outlined below

1.1.1. The brief particulars of the Project are as follows:

Name of the Project	Estimated Project Cost	Capacity in TPD	Contract Period
Primary Door to Door Collection and Transportation of waste of 47 wards with in municipal limits up to the Transfer Stations with waste generation above 200 TPD for Nagar Nigam Dehradun	Appox. INR 50 Cr	200 TPD	The contract period shall be of Seven (07) years, commencing from the date of the execution of the Contract Agreement. (In case if in future the said ULB becomes the part of the integrated solid waste management project this Agreement will be annulled). Contract can be extended for additional 03 (three) years after successful completion of work on mutual consent.

1.1.2. The Selected Bidder would be required to provide the under mentioned Project related services including inter alia the following, within the jurisdiction of the ULB:

(A) Scope of work / Terms & Conditions – selected bidder/ Agency

- The Service Provider should achieve 100% door to door collection efficiency in collection of solid waste management,
 - For the purpose of 100% Door to Door Collection, the household will be as per
 - Census of India or
 - Property Tax Register or
 - Ward Bandi

Whichever is higher as mentioned in Project Information Memorandum- PIM
- The Service Provider should make and publish time table for collection of waste (Door to Door vehicles) as per locality in consultation with ULB and publish the same in Local Newspapers and Pamphlets, any change in the time table should be notified in Local Newspapers and Pamphlets, within 1 month from the date of Agreement sign, Firm will conduct ward wise Household/Commercial Establishment survey within next 1 month. The Service Provider shall ensure min 30% Source segregation within 3 months, and After 6 Months 50% Source segregation and after 1 year more than 85% Source segregation to be ensured. If the deliverables are not achieved within the time frame given, penal actions will be taken.
- The Service Provider will collect the waste from all the Households/Commercial Establishments/Bulk Waste Generators and transport it to the transfer stations as per scheduled time table given by NND. No garbage to be transported with overloading the vehicle by garbage bags.
- The Service Provider shall deploy its own vehicles (Auto tippers, Refuse Compactors, Motorized/ Non-

- Motorized Rickshaw etc.) required for the Primary Door to Door collection and Transportation up to the transfer stations. NND will not provide any vehicles for the project.
5. The Door-to-Door collection vehicles must have 04 (four) compartments for collecting wet, dry, domestic hazardous & sanitary waste separately.
 6. The Service Provider shall be responsible for the collection of User Charges in the 47 wards as mentioned in this RFP. The Service Provider is not liable to pay any part of the collected user charges. The User Charges shall be collected as per the rates approved by NND (mentioned in Project Information Memorandum), *all the bidders are requested to consider the amount of total collection of user charge amount while assessing the tipping fee rate.*
 7. Door to Door collection of Municipal Solid Waste (MSW) from all residential and non-residential premises (Shops, Hotels, Restaurants, Shopping Complexes, Malls etc.) situated in wards of the city and transportation of MSW collected waste and transported to the Transfer stations as may be directed by the authority till such time.
 8. The Service Provider shall submit the details of vehicles deployed with registration number along with driver & helper details (Aadhar, Mobile no. etc.) to Nagar Nigam Office.
 9. The Service provider has to deploy only Indian Citizens and the preference shall be given to the local workers.
 10. The Service Provider shall ensure the dress codes for drivers and helpers with ID cards. If any driver or helper is changed (due to any reason) then such change shall be done only after prior intimation and approval of Nagar Nigam Dehradun.
 11. Any vehicular damage (including the vehicles provided to the Service Provider by Nagar Nigam Dehradun) or casualties during the operation of services shall be the liability of Concessionaire.
 12. Permit and clearances shall be obtained by Service Provider as per MSW Rules 2000/SWM Rules 2016, Plastic waste (Management & Handling) Rules 2011, The Environment Protection Act 1986, The Air (Prevention & Control) Pollution act 1981 and water (Prevention and Control) Pollution Act 1974 as amended from time to time.
 13. The Service Provider shall be responsible for the maintenance & cleanliness of Vehicle parking Area and Garbage Vehicles etc. Toilets and fresh water to be ensured by firm at Vehicle parking.
 14. The Service Provider shall establish its workshop in Dehradun for carrying out the repair, maintenance and regular servicing of all the vehicles deployed in the Door to Door collection and transportation service.
 15. The Service Provider shall be responsible for the maintenance, Insurance, Pollution Certificates, taxes, permit, fitness certificates etc. of all the vehicles (including vehicles provided by Nagar Nigam Dehradun) deployed in the services of C&T.
 16. If any vehicle breaks down during the operation, it shall be the liability of the Service Provider to incur any costs to repair the vehicle. The Service Provider shall deploy alternate replacement vehicle till the time the broken-down vehicle is repaired.
 17. Service Provider will collect the waste/garbage by deploying one vehicle (with one driver and helper) for non-biodegradable waste for every 500 families/ households. Vehicle deployed will ensure 100% collection of waste from Domestic/Commercials establishments will go for multiple rounds if necessary. In Summers – All the required Vehicles will move for respective wards by 4:30 am and report in ward by- 6:00 am & In Winters - All the required Vehicles will move for respective wards by 5:30 am and report in ward by- 7:00am
 18. Service Provider will collect the waste/garbage every day from every house of each ward.
 19. Service Provider will ensure weighing of all collected MSW at the weighbridge (duly approved by NND) located at the transfer stations.
 20. Relevant Labor Acts/Rules of Government of Uttarakhand & Government of India shall be followed up by the company/firm with relation to work operation and safety standards (incl. use of safety equipment and PPE)
 21. Source Segregation and other necessary criteria of Municipal Solid Waste will be ensured by Service Provider as per MSW Rules 2016/2024 and guidelines of Swachh Bharat Mission.
 22. The Service Provider must have or establish its own office in Dehradun city.
 23. Service Provider shall set-up basic SWM control room before taking over the operation and must ensure provisions to integrate the control room with the existing monitoring system of NND. (Daily, monthly and weekly reports to be made available as and when required by NND)
 24. Service Provider shall conduct the household survey, mapping & route plan maps based on GPS & GIS

- systems.
25. Under no circumstance, whatsoever, the Service Provider must not sublet any of the operations of C&T
 26. Required area for vehicle parking will be provided by NND, however, the maintenance of the vehicle parking area shall be the responsibility of concessionaire.
 27. Nagar Nigam Dehradun may increase or decrease the number of wards depending on services and needs of the NND.
 28. The Service Provider shall submit quarterly IEC plan to NND and will regularly arrange/implement IEC programs after the approval of NND.
 29. The Service Provider shall ensure that waste collected from wards shall be transported to the designated transfer stations.
 30. The Following key staff shall be deployed by Concessionaire:
 - Project Manager – 2
 - MIS Expert- 2
 - Site Supervisors – Minimum 01 per 03 wards or as per requirement for smooth execution of services
 - Office staff- As per need
 - Supporting Staff- Drivers, Helpers- As per needIn case of Hartal by Firm's Employees regarding Salary etc., in that case deduction of respective full day equivalent amount will be made from firm's bill.
 31. Service Provider should provide time tables in consultation with ULB for;
 - a. Residential Areas Door to Door,
 - b. Commercial/ Institutional Areas Door to Door
 32. The Service Provider should make provision for collection & transportation of 100% waste in segregated manner at its cost, segregated compartmentalized (04 compartments) primary collection vehicles (D2D), Compactors etc.
 33. Service Provider may deploy Motorized/ Non-Motorized Rickshaw for collection of waste from narrow streets with prior approval of NND. In narrow lanes, where D2D Vehicle cannot enter, One (01) E-Rickshaw and necessary manpower per 150 households or One (01) Rickshaw and necessary manpower per 50 households will be required to be deployed by the Concessionaire.
 34. Transportation of street sweeping, drain cleaning & GVP waste shall not be in the scope of concessionaire.
 35. The Service Provider should deploy Required vehicles (as per the MSW rules, 2016), equipment's & Machinery, to achieve 100% door to door collection and minimizing the turnaround time for the primary collection vehicles(D2D) at his own cost,
 36. The Service Provider should make provisions for collection of domestic hazardous & Sanitary waste separately
 37. The Service Provider should install Public Announcement System (PAS) on each vehicle for awareness campaign for playing Jingles and should be well equipped by the provisions to play jingles,
 38. The Service Provider will ensure registering all employees hired (for this project) under employee welfare schemes such as EPF, ESI etc.
 39. The Service Provider will ensure deposition of EPF, ESI installments of every employee and submit copies of respective ECR along with the monthly bills presented for payment. Else 2% of the bill amount will be kept on hold until ECR for the respective month is submitted to NND. On submission and of the ECR, the amount kept on hold can be released accordingly.
 40. The Service Provider should optimize the route in consultation with ULB and collect all the waste before 12 p.m. Each day (in residential Areas) in shifts of;
 - a. 06:00 hrs to 11:00 hrs
 - b. 07:00 hrs to 12:00hrs
 41. Monitoring mechanism;
 - a. Management Information System (MIS) system with real time update parameters of project (*Link to be provided to ULBs*),
 - b. Establish dedicated Grievance Redressal System for redressal of complaints related to Door to door collection
 - c. CCTV facility at sites and infrastructure related to project (*Link to be provided to ULBs*),
 - d. Electronic Weigh Bridge (*Certified by Legal and Metrological Department, Uttarakhand as an when required as per rules and guidelines*), Real time data to be furnished in MIS
 - e. The moveable inventory (*Collection vehicles, Compactor vehicles, dumpers, excavators, loaders and etc*) should be Global Positioning System (GPS) and Radio frequency Identification device

- (RFID) enabled & connected to Management Information System (MIS) system,
- f. Radio frequency Identification device (RFID) for route optimization at various location, Collection route, Project Site, Entry & Exit point
 - i. All the vehicles should have fixed Reading/Scanning devices,
 - ii. There should be 1 RFID tag installed for every 10 houses, Total number of household will be *Census of India/ Property Tax Register /Ward Bandi, whichever is higher as mentioned in Project Information Memorandum- PIM*
 Total RFID tags needed (minimum) = Number of Household / 10
 - iii. RFID tags should be installed at all the entry and exit points of Gullys, Residential Colonies, streets, Roads (to be able to scanned by the vehicle mounted RFID scanners) after conducting proper survey in consultation with ULB,
 - iv. Within 40 days of signing the agreement all the RFID tags should be installed in consultation with ULB along with its location marked on the GPS tool, in case of the change of location of RFID tag the same should be updated in GPS tool.
 - g. At any given day both the condition should satisfy to claim the fee (outcome report of daily with both the parameters should be submitted to ULB and published in MIS);
 - i. 90% of the RFID tags should be scanned by the Door to Door collection vehicles,
 - ii. 90% of the total Average Road Length should be covered,

Within 40 days of signing agreement	Survey and installation of all RFID tags in consultation with ULB
Within 40-50 days of signing agreement of signing agreement day of signing agreement 40-50 days of signing agreement	70% of RFID tags should be operational
Within 50-60 days of signing agreement	90% of RFID tags should be operational

- h. Biometric attendance system for all the employees,
- i. Where D2D Vehicle cannot go, there One (01) E-Rickshaw and necessary manpower per 150 households or One (01) Rickshaw and necessary manpower per 50 households to be deployed.
- j. Within 1 month of Agreement, Firm will conduct ward wise Household/Commercial Establishment survey. The Service Provider shall ensure min 30% Source segregation within 3 months, and After 6 Months 60% Source segregation and after 1 year 100% Source segregation to be ensured.
- k. Selected agency will deploy the staff to ULB for co-ordination with following Qualification,

For Project Manager:

 - i. Post Graduate in Civil/Mechanical/Environmental/Waste Management with 07 (Seven) years of Experience in handling SWM related projects,

For MIS Expert:

 - i. Graduate in BCA/IT/CS with minimum 03(three) years of experience in handling such projects
 - ii. Must have sound knowledge of MS Office, MS Project, GPS & GIS based system monitoring

(B) Penalties;

1. The agency will face a penalty of 1.5 times of the quoted Bid variable multiplied by average daily waste collection in case of non-functioning, for not providing services post commencement of work for each day of non-functioning;
 Fine = 1.5(Quoted Tipping fee per MT x Average Daily Waste) x Number of days of non-service
2. The agency will face a penalty of 02 (two) times of the quoted Bid variable multiplied by each ton waste disposed at the any other site besides the designated site (transfer stations),
3. For non-compliance of call Center & all other complaints within 3 hours, penalty of Rs 500/- Per complaint,
4. Motorized vehicles without fixed compartment and without fabricated covering (temporary arrangement like cloth covering, trampoline sheet or any other temporary covering or arrangement will not be allowed) for collection of MSW in ULB area, Penalty Rs. 1000/- per day per vehicle,

5. Non-Motorized vehicles for collection of MSW in ULB area, Penalty Rs. 1000/- per day per vehicle,
6. Any littering while transportation, Penalty Rs. 1000/- per day per instance,
7. For transportation of waste through open dumpers/trucks @ Rs.1000/- per vehicle
8. Penalty for non-source segregated waste @ Rs.50/- per household/shop/establishment
9. Burning of garbage by agency/employee of Service Provider, Penalty Rs. 5000/- per day per instance or as per NGT guidelines,
10. Any sanitation worker found without uniform and PPE as per MSW rules 2016, Rs. 200/- per day per worker,
11. Construction and Demolition waste cannot be mixed with Municipal Solid Waste, if found agency will face a penalty of 1.5 times of the quoted Bid variable multiply by each ton collected,
12. In case of GPS not working on vehicles, Penalty Rs. 1000/- per day per vehicle,
13. In case of RFID not working, Penalty Rs. 1000/- per day per vehicle,
14. Waste collection of the total waste generation,

Waste collection efficiency in percentage	Penalty Per Day
90 % and Above	No Penalty
80 – 89 %	05% (of Average Daily Waste Generated X Quoted Tipping fee per MT)
70-79 %	10% (of Average Daily Waste Generated X Quoted Tipping fee per MT)
60-69 %	15% (of Average Daily Waste Generated X Quoted Tipping fee per MT)
50-59 %	20% (of Average Daily Waste Generated X Quoted Tipping fee per MT)
Below 49 %	100 % (of Average Daily Waste Generated X Quoted Tipping fee per MT)

(C) Incentives;

1. The agency will be provided incentive of 5% of the bid variable if met all the following condition mentioned below;
 - a. 100 % door to door waste collection,

The agency will be provided incentive of 2% of the bid variable if met all the following condition mentioned below

- b. 90% segregated waste collection

(D) Scope of work –Urban Local Body (ULB)

The ULBs would be required to provide the undermentioned Project related services to the selected agency,

1. ULBs will provide designated site for dumping of waste to the selected agency (as mentioned in PIM),
2. ULBs will provide site for the parking of vehicles. However, the maintenance of parking facility will be the responsibility of Concessionaire.
3. ULBs will facilitate in obtaining electrical and water connection at the designated site,
4. ULBs will provide assistance to the agency if required in deployment,
5. Space for establishment of Command and Control Center for Project Monitoring and Redressal of Customer Complaints,
6. Bi-weekly Coordination & Monitoring meeting with agency staff and ULB's staff for project development and monitoring progress,
7. To maintain 03(Three) Months of average payment in the Escrow account if asked by NND,
8. Review Committee

A review committee for monitoring and reviewing the work shall be as following:

- a. Municipal Commissioner, Nagar Nigam Dehradun
- b. Dy. Municipal Commissioner, Nagar Nigam Dehradun
- c. Asst. Municipal Commissioner (SWM), Nagar Nigam Dehradun
- d. Senior Finance Officer, Nagar Nigam Dehradun
- e. Executive Engineer, Nagar Nigam Dehradun
- f. One Senior staff from the PMC monitoring firm.

g. One external member nominated by DM Dehradun.

- 1.1.3. The Bidder is free to carry out its own assessment of MSW generation in Nagar Nigam Dehradun. The Selected Bidder shall be responsible for door to door collection & transportation of MSW to Disposal Site.
- 1.1.4. Concessionaire/ Agency should start the operation in not more than 30 days of signing of contact agreement, The ULB shall receive Bid(s) and other documents pursuant to this Request for Proposal ("RFP") as modified, altered, amended and clarified from time to time and such Proposal(s) and other documents shall be prepared and submitted in accordance with terms of this RFP. The Proposal(s) shall be evaluated by the ULB.
- 1.1.5. The estimated cost of the Project (the "Estimated Project Cost") has been specified in **Clause 1.1.1** above. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.6. The Draft Contract Agreement sets forth the detailed terms and conditions for grant of the contract to the Concessionaire/ Agency, including the scope of the Concessionaire/ Agency's services and obligations.

1.2 General Information

- 1.2.1 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire/ Agency set forth in the Contract Agreement or ULB's right to amend, alter, change, supplement or clarify the scope of Project, the Contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the ULB.
- 1.2.2 The ULB shall receive Bid Proposal(s) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the ULB pursuant to this RFP, as modified, altered, amended and clarified from time to time by the ULB (collectively the "**Bidding Documents**") and the Bid shall be prepared and submitted in accordance with such terms on or before the date specified for submission of the Bid (the "**Bid Due Date**").

2. Brief description of Bidding Process

2.1 General

The bidder must submit technical parts of the bid in the technical envelop and financial parts (BOQ & Financial Bid Submission Form) in the Financial envelop. If the bidder submits technical information in the financial envelop or vice versa, the bid shall be deemed non-responsive.

The Financial Bid Submission Form must be completed and submitted /uploaded on the e-portal (www.uktenders.gov.in) in PDF form in the Financial Envelope along with the BOQ. The Financial Bid Submission Form shall be the part of Commercial Bid and if the bidder fails to submit Financial Bid Submission Form, the bid shall be deemed non-responsive.

The Bidder shall submit the following additional documents in its Bid: The Bidder shall submit the following additional documents in the Technical Bid of its bid:

1. Copy of Firm/Company Registration
2. The written confirmation of authorization to sign on behalf of the Bidder which shall consist of Legally valid Power of Attorney to demonstrate the authority of the signatory to sign the Bid
3. Original Affidavit regarding correctness of information furnished with the bid document
4. Description of the overall management approach toward planning and implementing the contract, if awarded, including an organization chart for the management of the contract
5. The PAN No. and IT return certificate from Income Tax Department
6. Valid experience certificate of ongoing/completed assignments

7. The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years
8. Last three years audited balance sheet with CA certificate of last three-year average turnover.
9. Any other relevant document concerned to bid.
- 2.1.1 Bidders shall be required to examine the Project in greater detail, and carry out, at their cost, such studies with respect to the Estimated Project Cost set out in the Feasibility Report/ Project Information Memorandum (PIM), annexed as Annexure VII to the RFP, before submitting their respective Bid for award of the Project.
- 2.1.2 The following documents shall be submitted through post/courier/in person to NND for verification and scrutiny by 18 January 2025 till 16:00 Hrs.
 - (a) Notarized copy of Power of Attorney (On Rs.100/- Stamp Paper) of the person signing the bid;
 - (b) Original Bid security in the form of Bank Guarantee/ FDR in favor of Senior Finance Officer, Nagar Nigam Dehradun;
 - (c) Original affidavit vouching for the correctness of the information furnished and documents uploaded (On Rs.100/- Stamp Paper);
 - (d) Non-refundable Tender Fee in the name of Senior Finance Officer, Nagar Nigam Dehradun in form of DD only (INR 15000 +18% GST). Tender Fee in any other form part from DD shall not be accepted.
- 2.1.3 **Note: In case of non-submission/late submission of original documents mentioned as above, the bid shall be considered as non-responsive.**
- 2.1.4 The Bidders may be called for a technical presentation to share their approach and methodology for undertaking the Project including their views on the Project milestones and timelines.
- 2.1.5 The ULB reserves the right to visit at its own cost, one or more Project Area(s) listed by the Bidder in its list of experience, to independently verify and satisfy itself about the quality of work performed and also verify the certificates filed by the Bidder, as part of Bidding Documents. Bidders shall be responsible to organize meetings with their respective clients and also take around ULB team in the Project Area(s).

Any queries or request for additional information concerning this RFP shall be submitted through email-on-Email ID mentioned below.

Name of Contact Person from Nagar Nigam Dehradun: Mr Gopal Ram Binwal

Designation of Contact Person from Nagar Nigam Dehradun: Dy. Municipal Commissioner

Contact number of Contact Person from Nagar Nigam Dehradun: 9639090705, 7088738736, 9760405505

Email id: nagarnigam.ddn@gmail.com

Address: Nagar Nigam Dehradun, near Doon hospital new road Dehradun Uttarakhand 248001

Bidders are advised to be specific and pose clause wise queries in an unambiguous manner. The ULB reserves the right not to respond to vague and frivolous queries. The subject of the email shall mention the following:

"QUERIES/REQUEST FOR ADDITIONAL INFORMATION: Primary Door to Door Collection and Transportation of waste of 47 wards within municipal limits up to the transfer stations

The pre-bid queries should be submitted in the format specified below to be considered for response. Pre-bid queries not submitted in the prescribed format shall not be responded to

Queries shall be neatly typed/ written as per the following format:

S. No.	Particulars	Details
1.	Organization	
2.	Document Name	
3.	Page Number	
4.	Clause Number	
5.	Query	

6.	Suggestion, if any	
7.	Name & Designation of point of contact	
8.	Contact No. & Email ID	

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2.2 Obtaining a Digital Certificate

- 2.2.1 The Bids submitted online should be signed electronically with a Digital Certificate to establish the identity of the Bidder bidding online.
- 2.2.2 The bidding under this contract is electronic bid submission through website <http://uktenders.gov.in>. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under Nagar Nigam Dehradun is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of Lots for which bids are invited. The prospective bidder can submit bids on line; however, the bidder is required to have enrolment/registration in the website and should have a valid Digital Signature Certificate (DSC), for signing and encryption issued by the same Certifying Authority, in the form of smart card/e-token. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site <http://uktenders.gov.in> using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token & the user id/ password chosen during registration.
- 2.2.3 Bids in response to the RFP may be submitted only using the digital certificate. In case, during the process of a particular tender, the user loses his digital certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to have back up of certificate and keep the copies at safe place under proper security to be used in case of emergencies.

2.3 Schedule of Bidding Process

- 2.3.1 The ULB would endeavour to adhere to the following schedule: However, the ULB may, at its own discretion, revise or extend any of the timelines set-forth in this schedule:

S. No.	MC Stage	Concessionaire Stage	Start Date & Time	Expiry Date & Time	Envelopes
1.	Release of Tender	-	03 January 2025		-
2.	-	Tender Download	03 January 2025	14:00 Hrs	
3.	Pre-Bid Conference	-	07 January 2025	11:30 HRS	At Nagar Nigam Dehradun Office
4.	-	Submit Bids online	11 January 2025	17 January 2025 17:00 Hrs	Envelope 1- Bid fee Envelope 2 - EMD/ Bid Security, Correctness affidavit, Power of attorney Envelope 3- , Technical Bid Envelope 4- Financial Bid (BOQ in excel & Financial bid submission form in PDF)
4.		Physical Hard Copy Submission	18 January 2025	16:00 Hrs	EMD/ Bid Security Envelope, Technical Bid Envelope (as per clause 2.1.2 of this RFP)
5.	Opening of Technical bid		18 January 2025	16:30 Hrs	Envelope 1- Bid fee Envelope 2 - EMD/ Bid Security, Correctness affidavit, Power of attorney Envelope 3- , Technical Bid
6.	Opening of Financial bid		Will be intimated later on e-portal		Envelope 4- Financial Bid (BOQ in excel & Financial bid submission form in PDF)

2.3.2 Any queries relating to Bidding Documents should be given in favor of Dy. Municipal Commissioner Nagar Nigam Dehradun, near Doon hospital new road Dehradun, Uttarakhand 248001 until 07 January 2025. Date of Pre-bid Meeting – 07 January 2025 at 11:00 HRS

2.3.3 Physical original hard copy submission of mentioned in Clause 2.1.2, will be done by the Bidders on 18 January 2025 16:00 Hrs in the office of Nagar Nigam Dehradun, near Doon hospital new road Dehradun, Uttarakhand 248001

2.3.4 Bidders participating in e-tendering shall check his/her validity of Digital Signature Certificate before bidding in the specific work floated online at e-tendering portal of Nagar Nigam Dehradun, Uttarakhand on the website <http://uktenders.gov.in>. Also, the bidder will be held liable solely, in case, while bidding in particular stage - Date & Time expired as per the key dates available on the RFP document. Key dates are subject to change in case of any amendment in schedule due to any reason stated by concerned official of the ULB.

2.4 Instructions to Bidders

2.4.1 Number of Bids and costs thereof:

No Bidder shall submit more than one Bid for the Project. A Bidder applying shall not be entitled to submit another Bid. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The ULB will not be responsible or in any way liable for such costs, regardless of the conductor outcome of the Bidding Process.

2.4.2 Cost of RFP Document Fee

The cost of the RFP document is Rs.15000/- (Fifteen thousand only) + GST @ 18%. This fee is non-refundable.

2.4.3 Submission of Bid Security:

The Bid Security deposit fee should be submitted in the form of Bank Guarantee or FDR. For online submission, a scan copy of the respective proof should be uploaded along with the submission of bid. For manual submission, original hard copy of the Bank Guarantee or FDR to be sent as per Clause 2.1.2

2.4.4 Right to accept and to reject any or all Bids

- (i) Notwithstanding anything contained in this RFP, the ULB reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (ii) The ULB reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents. Failure of the ULB to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the ULB thereunder.
- (iii) The ULB reserves the right to reject any Proposal and appropriate the Bid Security if in case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution or during the period of subsistence of the Contract Agreement that:
 - a. The Bidder has made a material misrepresentation or has furnished any materially incorrect or false information, or
 - b. The Bidder does not provide, within the time specified by the ULB, the supplemental information sought by the ULB for evaluation of the Proposal
- (iv) Any misrepresentation or furnishing an/improper response shall lead to disqualification of the Bidder. The Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire/ Agency either by issue of the Letter of Award ("LoA") or entering into of the Contract Agreement, and if the Bidder has already been issued the LoA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in writing by the ULB to the Bidder, without the ULB being liable in any manner whatsoever to the Bidder or Concessionaire/ Agency, as the case may be. In such an event, the ULB shall forfeit and appropriate the Bid Security or EMD, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ULB for, inter alia, time, effort, cost and effort of ULB, without prejudice to any right or remedy that may be available to ULB.
- (v) Further, in case disqualification or rejection occur after appointment of Selected Bidder or in case the selected bidder does not sign the Contract Agreement, then the ULB shall take any such measure as it deems fit in the sole discretion of the ULB, including annulling the Bidding Process and proceeding with re-tendering the Services

2.4.5 Other Instructions

- (i) The Bidders shall submit details of their Financial Bid in the online templates of the online Bid. The Financial Bid has to mandatorily be submitted online.
- (ii) The envelope containing the Financial Bid envelope has to be submitted mandatorily online and shall not be accepted physically under any circumstances. In case any bidder does not comply with procedure given above, the Bidder shall be disqualified from the Bid. Such defaulting Bidder may be de-listed without any notice for failing to abide by the strictly approved terms of notice inviting Proposals in response to the RFP.
- (iii) The Bids which are not accompanied by the Bid Security or proof of Bid Security or do not strictly follow the requirements set out in the Bidding Documents, are liable to be rejected summarily.
- (iv) Bids which are subjective or dependent upon the quotations of another bidder shall be summarily rejected.
- (v) The Bids of the bidders which do not satisfy the eligibility criteria i.e. (Technical Capacity and Financial Capacity set out in Clause 3.2 in the RFP Document) in the RFP Document are liable to be rejected summarily without assigning any reason and no claim whatsoever on any account will be considered in such cases of rejection.

2.5 Amendment of RFP

- 2.5.1. At any time prior to the deadline for submission of Bids, the ULB may, for any reason, whether at its own initiative or in response to clarifications requested by Bidders, modify the terms of this RFP by the issuance of any addendum/corrigendum will be published only on eportal.
- 2.5.2. In order to provide the Bidders a reasonable time for taking an addendum or corrigendum into account, or for any other reason, the ULB may, in its sole discretion, extend the Bid Due Date.

2.6.1 Language and Currency

- 2.6.1.1. The Bid and all related correspondence and documents shall be written in English language. Supporting documents and printed literature furnished by the Bidder with the Bid 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 shall not be considered. For the purpose of interpretation and evaluation of the Bid the English language translation shall prevail.
- 2.6.1.2. The currency for the purpose of the Bid shall be Indian Rupee (INR).

2.6.2 Validity of Bid

- 2.6.2.1. The Bid shall indicate that it would remain valid for a period 180 (One Hundred Eighty Days) from the Bid Due Date (Bid Validity Period). The ULB reserves the right to reject any Bid that does not meet this requirement.
- 2.6.2.2. Prior to expiry of the original Bid Validity Period, the ULB may request the Bidders to 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 Bid, but would be required to extend the validity of its Bid Security for the period of extension.

2.7 Bid Security

- 2.7.1. The Bidder will be required to deposit, along with the Proposal, a Bid Security of **INR 01.00 Crore** in the form of a FDR or a bank guarantee from a nationalized bank/Scheduled Bank in India, in favor of the Senior Finance Officer **Nagar Nigam Dehradun payable at Dehradun**. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. *The validity of the Bid Security shall be 45 days more than the validity of the bid i.e. 180+45 days from the last date of bid submission.*

Note: The bids having validity of bid security less than 180+45 days shall be considered as non-responsive.

- 2.7.2. The Bid Security, if given in the format of bank guarantee shall be valid at least for the duration of the Bid Validity Period exclusive of claim period of 45 (forty five days), and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid Security, if given in the format of demand draft shall be valid at least for the duration of the Bid Validity Period. The Bid Security would be required to be extended if so required by the ULB.

2.7.3. The Bid Security shall be returned to unsuccessful Bidder(s) within a period of thirty (30) days from the date of announcement of the Successful Bidder. The Bid Security submitted by the Service Provider shall be released upon furnishing of the Performance Security in the form and manner stipulated in the Contract Agreement.

2.7.4 The Bid Security shall be forfeited in the following cases:

- 2.7.4.1 If the Bidder fails to meet the requirements set out in Clause 2.4. or any other provision of the RFP;
- 2.7.4.2 If the Bidder withdraws its Bid during the interval between the Bid Due Date and expiration of the Bid Validity Period; and
- 2.7.4.3 If the Service Provider fails to provide the Performance Security within the stipulated time or any extension thereof provided by the ULB.
- 2.7.4.4 For grounds provided in the Bid Security
- 2.7.4.5 If the Service Provider fails to sign the contract.

2.7.5 Bidder(s) may note that the ULB will not entertain any deviations to the RFP Document at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidder(s) will be unconditional and unqualified and the Bidder(s) would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the Contract Agreement. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.

2.8 Correspondence

2.8.1. All necessary correspondence / enquiries in hard copies should be submitted to the following in writing by fax / post / courier:

ATTN. OF: Mr Gopal Ram Binwal
DESIGNATION: Dy. Municipal Commissioner
ADDRESS: Nagar Nigam Dehradun, near Doon hospital new road Dehradun Uttarakhand 248001
CONTACT NO: 9639090705, 7088738736, 9760405505
E-MAIL ADDRESS: nagarnigam.ddn@gmail.com

No interpretation, revision, or other communication from the ULB regarding this solicitation shall be valid unless it is in writing and is signed by the Authorized signatory of the ULB. The ULB may choose to send to all Bidder(s) or will upload on the website <http://ulbUttarakhand.gov.in/written> copies of ULB's responses, including a description of the enquiry.

2.9 Format and Signing of Bid

2.9.1 The Bidder shall provide all the information sought under this RFP and upload the same online as a part of its online submission of Bid as well as by way of physical submission of original copy of the Enclosures of Bid, as specified in this RFP. The ULB will evaluate only those Bids that are received in the required formats and complete in all respects. Any and all conditional Bids shall be liable to be summarily rejected.

2.9.2 The following original documents shall be submitted through post/courier/person to the Purchaser for verification and scrutiny by 18 January 2025 till 16:00 HOURS:

- (a) Notarized copy of Power of Attorney (On Rs.100/- Stamp Paper) of the person signing the bid;
- (b) Original Bid security in the form of Bank Guarantee/ FDR in favour of Senior Finance Officer, Nagar Nigam Dehradun;
- (c) Original affidavit vouching for the correctness of the information furnished and documents uploaded (On Rs.100/- Stamp Paper);
- (d) Non-refundable Tender Fee in the name of Senior Finance Officer Nagar Nigam Dehradun in form of DD only (INR 15000/- + GST @18%). Tender Fee in any other form part from DD shall not be accepted.

Envelopes should be sealed and stamped in a single envelope, earmarked with "RFP for Selection of Service Provider for Primary Door to Door Collection and Transportation of waste of 47 wards within municipal limits up to the transfer stations" If the envelope is not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and would be liable for rejection. The ULB assumes no responsibility for the misplacement or premature

[Handwritten signatures]

opening of such Bid submitted.

The envelope shall be addressed to:

- a) ATTN. OF: Mr Gopal Ram Binwal
- b) DESIGNATION: Dy. Municipal Commissioner Nagar Nigam Dehradun.
- (c) ADDRESS: Nagar Nigam Dehradun near Doon Hospital Dehradun
- (d) CONTACT NO: 9639090705, 7088738736, 9760405505
- (e) E-MAIL ADDRESS: nagarnigam.ddn@gmail.com

Note: If the bidder fails to submit originals and upload online any original document as mentioned above, the bid shall be considered as not-admitted at the time of bid opening and no further request to accept the bid shall be entertained.

2.9.3 The online submission of the RFP shall be submitted by the bidder in the following three separate envelopes:

Envelope 1- Bid fee

Envelope 2 - EMD/ Bid Security, Correctness affidavit, Power of attorney

Envelope 3- Technical Bid

Envelope 4- Financial Bid (BOQ in excel & Financial bid submission form in PDF)

2.9.4 Technical Bid **Envelope 3** shall include scan copies of:

- a) Acknowledgement of RFP Document and Notification of Intent to Submit Bid
- b) Covering Letter cum Project Undertaking
- c) Copy of Firm/Company Registration
- d) The written confirmation of authorization to sign on behalf of the Bidder which shall consist of Legally valid Power of Attorney to demonstrate the authority of the signatory to sign the Bid
- e) Original Affidavit regarding correctness of information furnished with the bid document
- f) Description of the overall management approach toward planning and implementing the contract, if awarded, including an organization chart for the management of the contract
- g) The PAN No. and IT return certificate from Income Tax Department
- h) The bidders from outside India may provide the available corresponding details of Income Tax registration, Social Security Number, details regarding Registration under GST [as may be applicable]
- i) Valid experience certificate of ongoing/completed assignments
- j) The bidder shall disclose instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years
- k) Last three years audited balance sheet with CA certificate of last three-year average turnover.
- l) Bank Solvency Certificate as per the eligibility Criteria
- m) Any other relevant document

2.9.5 Financial Bid as per the format set out in Annexure – V:

Financial Bid shall be made indicating expected Tipping Fee for executing Scope of Project as defined in the TOR. For the avoidance of doubt, the Financial Bid shall only be submitted online as per the provision of this RFP and there shall be no physical submission of such Financial Bid. Physical submission of the Financial Bid shall lead to the Bid being summarily rejected.

2.10 Bid Due Date

2.10.1. Bids should be submitted before or on the Bid Due Date mentioned in the RFP, to the address provided in RFP in the manner and form as detailed in this RFP Document. Applications submitted by either facsimile transmission or telex will not be acceptable.

2.10.2. The ULB, at its sole discretion, may extend the Bid Due Date by issuing an Addendum.

2.11 Late Bids

Any Bid received by the ULB after Bid Due Date mentioned in the RFP will be returned unopened to the Bidder.

2.12 Modification and Withdrawal of Bids

The Bidders are not allowed to modify or withdraw the Bids; once they are submitted.

2.13 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidder(s) shall not be disclosed to any person not officially concerned with the process. The ULB will treat all information submitted as part of Bid in confidence and will ensure that all who have access to such material treat it in confidence. The ULB 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.

2.14 Clarifications

To assist in the process of evaluation of Bids, the ULB may, at its sole discretion, ask any Bidder for clarification on its Bid. The request for clarification and the response shall be in writing. No change in the substance of the Bid would be permitted by way of such clarifications. However, such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the ULB for this purpose. If a Bidder does not provide clarifications sought under this Clause above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the ULB may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the ULB.

2.15 Proprietary data

All documents and other information supplied by the ULB or submitted by the Bidder to the ULB shall remain or become the property of the ULB. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The ULB will not return any Bid or any information provided along therewith.

2.16 Correspondence with the Bidder

Save and except as provided in this RFP, the ULB shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.17 Eligibility of Bidder

2.17.1. Basic per-qualification criteria:


2.17.1.1 The Bidder for per-qualification should be a single entity, not a group of entities (the "Consortium"), Consortium/ Joint Ventures are not allowed as per this RFP, to implement the Project. However, no Bidder applying, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity. A Bidder may be a natural person or a body corporate including but not limited to a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin or a society registered under the Societies Registration Act, 1860 or any other applicable governing law or a trust registered under the Indian Trusts Act, 1882 or limited liability partnership or a sole proprietorship registered under the relevant applicable

governing law or any combination of them. A Joint Venture/ Consortium shall be not be eligible for consideration in this RFP

- 2.17.2. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Nagar Nigam Dehradun shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to Nagar Nigam Dehradun under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of Nagar Nigam Dehradun.
- 2.17.3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- a. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate (or any constituent thereof) is less than 25% of the paid up and subscribed capital of the other Bidder, its Member or Associate (or any constituent thereof); or
 - b. A constituent of such Bidder is also a constituent of another Bidder; or
 - c. Such Bidder, its Member or Associate receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its Member or Associate thereof; or
 - d. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - e. Such Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest
 - f. Any entity which has been barred/ blacklisted by the Central/ State Government, or an entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid (even if the litigation is pending on the same dispute (barred / blacklisted) under the jurisdiction / arbitration/ laws), would not be eligible to submit a Bid, either individually or as member of a Consortium.
- 2.17.4. Should have ISO 14001:2015 certificate
- 2.17.5. Should have GST, EPF certificate, ESIC, Labor license & PAN etc.
- 2.17.6. Should submit an affidavit of non-blacklisting on Rs.100 Stamp paper

3. Criteria for Evaluation

3.1 Tests of responsiveness

- 3.1.1. Prior to evaluation of the Bid(s), the ULB will determine whether each Bid is responsive to the requirements of the RFP Document. A Bid shall be considered responsive if:
- a) It is received as per format prescribed under the RFP;
 - b) It is received by the Bid Due Date including any extension(s) granted by the ULB;
 - c) It is signed, sealed, bound together in hard cover, and marked as stipulated in the RFP document.
 - d) It is accompanied by the Power of Attorney as specified in RFP
 - e) It contains all the information and documents (complete in all respects) as requested in this RFP;
 - f) It contains information in formats specified in this RFP;
 - h) It does not contain any condition or qualification; and
 - i) It is not non-responsive in terms hereof.
- 

- 3.1.2. The ULB reserves the right to reject any Bid which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by the ULB in respect of such Bid.
- 3.1.3. Conditional Bid shall not be considered. Any Bid found to contain conditions attached, will be rejected.

3.2 Bid Evaluation – Part I – Technical Bid

- 3.2.1 To be considered technically qualified ("Technically Qualified"), a Bidder shall have to fulfil following criteria:
- 3.2.2 A. **Technical Capacity:** For demonstrating technical capacity and experience: (the "Technical Capacity"), the Bidder shall have to fulfil the following conditions. The Bidder's competence and capability for projects undertaken in last 5 (five) financial years prior to the Bid Due Date:

S. No.	Criteria	Submissions
1.	The Bidder shall have minimum 05-year experience in the waste management and in the similar field and handling one ongoing / completed project of minimum 350 MT/day. (Copy of work order, performance / completion certificate should be attached with technical bid)	Bidder shall submit experience certificate issued by competent authority with all the required details clarifying the criteria no 1.
2	The Bidder shall have minimum 05 (Five) project under successful on- going / completed projects in SWM facility in with each of 100 MT/day within 5 years.	Bidder shall submit experience certificate issued by competent authority with all the required details clarifying the criteria no 2.

**Along with above requirement the Bidder shall submit approach and methodology for collection and transportation of solid waste. In case of non-submission of approach and methodology for collection and transportation of solid waste, the bid shall be considered as non-responsive and shall be declared disqualified.*

- B. **Financial Capacity:** For demonstrating financial capacity, the Bidder shall have to fulfil the following conditions (the "Financial Capacity"):

S. No.	Criteria	Submissions
1	Average Annual Turnover of 03 (Three) Years at the close of the preceding financial year (F.Y 2023-24, 2022-2023, 2021-2022) shall not be less than INR 50.00 Crores	Audited balance sheet with CA certificate of company turnover.
2	Net Worth as on 31 March 2024 to be 10 Cr	Net Worth as on 31 March 2024 to be 10 Cr
3	ITR of Assessment year 2022-23, 2023-24, 2024-25	ITR of Assessment year 2022-23, 2023-24, 2024-25
4	Bank Solvency of minimum Rs. 10 Crore	Unconditional Bank Solvency of minimum Rs. 10.00 Crore from bank and not more than 6-month-old <i>Note: Conditional Solvency certificate shall not be considered and the bid shall be considered not eligible if the submitted solvency certificate found conditional.</i>

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In the event that a Bidder submits a Bid for the Project and the Bidder does not meet the Technical or/and Financial Capacity as described under Clause (A) and (B) above, the Bidder shall be disqualified, and the Financial Bid of such Bidder shall not be opened.

For the purposes of this RFP, Net Worth means:

- i. in case the Bidder is a company, the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
- ii. in case the Bidder is a trust or a society, the sum of available corpus and reserves.
- iii. in case for individual person shall mean: Assets (including cash) Less all liabilities.
- iv. For Sole Proprietorship shall mean: Total assets – total liabilities.

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3.3 Bid Evaluation – Part II – Financial Bid

3.3.1 The shortlisted Bidders adjudged as responsive and Technically Qualified at the end of the evaluation of Part I – Technical Bid shall be notified and informed of the date and time of opening of Part II – Financial Bids.

3.3.2 Financial Bid of all the short-listed Bidders who meet the Technical Capacity and Financial Capacity evaluation criteria under Clause 3.2, shall be evaluated on the basis of the financial Bid(s) (the “**Financial Bid Parameter**”) as specified in this RFP.

3.3.4. Financial Bid Parameter

The Bidder shall quote in the financial bid, tipping fee [(i.e. fee for per ton of MSW collected door-to-door, transported to transfer station expressed in INR/ ton)] (hereinafter referred to as the “**Tipping Fee**”) which shall be paid, in lieu of the expenses incurred by the Bidder in rendering the services of **Primary collection & transportation of the solid waste at the transfer station, subject to and in accordance with the terms hereof and the Contract Agreement.**

In addition to above the bidder shall submit Tipping Fee breakup in term of Primary collection and Transportation in Financial bid submission form (PDF).

It is hereby clarified, clearly recorded and understood by the Bidder that the tipping fee shall be paid as per the mechanism set out below and as particularly specified in the Contract Agreement:

- a. The tipping fee will be paid from the start day of COD (Commercial Operations Day)
- b. The Tipping Fee payable in respect of the MSW collected & transported to transfer station during the post-COD period, shall with effect from Commercial Operation Date, be escalated at the end of every year at the rate of 4% per annum over the last paid rate.

**Year means Financial Year (FY) from 1 April to 31 March. If COD is achieved between 01 April and 31 December, increase would be applicable from ensuing FY. However in case COD is achieved between 01 January and 31 March, increase would be applicable in next to next FY.*

*** As on bid due date*

3.3.5. Goods & Service Tax (GST)

GST, if applicable shall be paid by the ULB as per Applicable Laws in addition to agreed Tipping Fee.

3.3.6. Financial Bid of short-listed Bidders who qualify after evaluation of Part I – Technical Bid shall be opened in the presence of the representatives of shortlisted Bidders, who choose to attend. The Financial Bid of the shortlisted Bidders shall be read out and recorded.

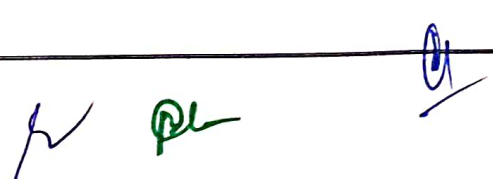
3.3.7. The Bidder who quotes the lowest Tipping Fee (L1) in accordance with the above procedure would be declared as the Selected Bidder.

3.3.8. In the event that two or more Bidders quote exactly the same validated Financial Bid Parameter for the project, then the ULB reserves the right either to :-,

- i. Invite fresh Bids from such Bidders; or
- ii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process; or
- iii. Identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tied Bidders, who choose to attend.

3.3.9 Financial information for purposes of evaluation

The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.



In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same.

3.4 Notification and Issue of Letter of Award

The Selected Bidder shall be issued a Letter of Award within 15 days of the opening of the Financial Bid.

4 Fraud and Corrupt Practices

The Applicants participating in the bidding process and responding to the RFP and the irrespective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the ULB may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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 may attract criminal proceedings against the agency/ Concessionaire.


Without prejudice to the rights of the ULB under the RFP herein above, if an Applicant is found by the ULB 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 Applicant shall not be eligible to participate in any tender or RFP issued by the ULB during a period of minimum 2(two) years or as specified by ULB from the date such Applicant is found by the ULB 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.

For the purposes of this RFP, 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 the ULB 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 Agreement 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 the ULB, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the ULB in relation to any matter concerning the Project;
- b) "fraudulent practice" means 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 the ULB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5 Pre-bid Conference

A Pre-bid conference of the interested parties shall be convened at the designated date, time and place. During the course of Pre-bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the ULB. The ULB shall endeavour 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.



6 Miscellaneous

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Dehradun shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

The ULB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- Consult with any Bidder in order to receive clarification or further information;
- Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- Retain any information and/ or evidence submitted to the ULB by, on behalf of, and/ or in relation to any Bidder; and/ or
- Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

It shall be deemed that by submitting the Bid the Bidder agrees that the ULB, its employees, agents and advisers are irrevocably, unconditionally, fully and finally indemnified from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/ or in connection with the Bidding Process, to the fullest extent permitted by Applicable Law, and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future



[Handwritten signatures and initials]

APPENDICES



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APPENDIX I: Format for acknowledgement of RFP document

Date:

To

Municipal Commissioner

Nagar Nigam Dehradun,

Uttarakhand

Dear Sir,

Re: RFP for Selection of Service Provider for Primary Door to Door Collection and Transportation of waste of 47 wards within municipal limits up to the transfer stations

The undersigned hereby acknowledges and confirms receipt of the Request for Proposal (RFP) Document for the captioned Project from the ULB and conveys its intention to submit a Bid for the Project.

.....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

On the Letterhead of the Bidder.

The acknowledgement should be sent within 5 days of purchase/ downloading of the RFP Document.



APPENDIX II: FORMAT FOR COVERING LETTER CUM PROJECT UNDERTAKING

Date:

To

Municipal Commissioner

Nagar Nigam Dehradun,

Uttarakhand

Re: RFP for Selection of Service Provider for Primary Door to Door Collection and Transportation of waste of 47 wards within municipal limits up to the transfer stations

Dear Sir,

We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by the Nagar Nigam Dehradun. We hereby submit our Bid for the captioned project as per the procedures defined in RFP.

We confirm that our Bid is valid for a period of 180 (One Hundred Eighty) days from(Bid Due Date)

We hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is unconditional in all respects and we agree to the terms of the Draft Contract Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated thisDay of.....,

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

On the Letterhead of the Bidder

H PR BL

APPENDIX- III: PROFORMA OF BANK GUARANTEE FOR BID SECURITY

B.G No. Dated:

In consideration of you, the Nagar Nigam Dehradun, having its office at Dehradun, Uttarakhand having agreed to receive the Bid of.....[a company registered under provision of the Companies Act, 2013] and having its registered office at(herein after referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for "*RFP for Selection of Service Provider for Primary Door to Door Collection and Transportation of waste of 47 wards within municipal limits up to the transfer stations*" processing site (here in after referred to as "the Project"). Pursuant to the RFP document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of its branches at.....(herein after referred to as the "Bank"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Senior Finance Officer, Nagar Nigam Dehradun an amount of Rs. as bid security (herein referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

1. Any such written demand made by the Nagar Nigam Dehradun stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Nagar Nigam Dehradun is disputed by the Bidder or not merely on the first demand from the Nagar Nigam Dehradun stating that the amount claimed is due to the Nagar Nigam Dehradun by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *****/- (Rupees *****/only).
3. This Guarantee shall be irrevocable and remain in full force for a period of 245 (two hundred and forty five days) from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as maybe mutually agreed between the Nagar Nigam Dehradun and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that the Nagar Nigam Dehradun shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Nagar Nigam Dehradun that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Nagar Nigam Dehradun and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Nagar Nigam Dehradun shall be entitled to treat the Bank as the principal debtor. The Nagar Nigam Dehradun shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time



to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Nagar Nigam Dehradun, and the Bank shall not be released from its liability under these presents by any exercise by the Nagar Nigam Dehradun of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Nagar Nigam Dehradun or any indulgence by the Nagar Nigam Dehradun to the said Bidder or by any change in the constitution of the Nagar Nigam Dehradun or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

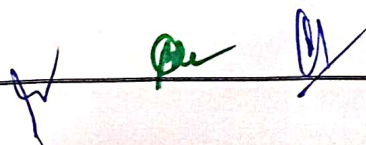
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Nagar Nigam Dehradun to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Nagar Nigam Dehradun may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Nagar Nigam Dehradun in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)



APPENDIX-IV: POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(To be executed on Stamp Paper of Rs.100/-)

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 (here in after 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 application for pre-qualification and submission of our bid for *"RFP for Selection of Service Provider for Primary Door to Door Collection and Transportation of waste of 47 wards within municipal limits up to the transfer stations"* proposed or being developed by the Nagar Nigam Dehradun including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Nagar Nigam Dehradun, representing us in all matters before the Nagar Nigam Dehradun, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Nagar Nigam Dehradun in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the Nagar Nigam Dehradun.
AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED P'INCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF....., 2019.

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

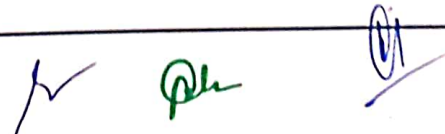
(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)



Notes:

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.

Wherever required, the Bidder should submit for verification the extract of the charter documents such as a board or shareholder's 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 notarized 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.



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ANNEXURES



[Handwritten signature]

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ANNEXURE-I: DETAILS OF BIDDER

Details of Bidder

(a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the ULB:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

(a) Name:

(b) Designation:

(c) Address:

(d) Phone Number:

A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary)

[Handwritten signatures]

ANNEXURE-II: Financial Capacity of the Bidder (In Rs. crore)

Financial Turnover		
Bidder Name	Financial Year	Amount in INR
	2021-2022	
	2022-2023	
	2023-2024	
Average		

Bidder Name	2023-2024	Net Worth

**To be certified and issued by CA*

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Application Due Date. The financial statements shall:
 - a. Reflect the financial situation of the Bidder
 - b. Be audited by a statutory auditor;
 - c. Be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. For the purposes of this RFP the term net worth means following:
 - a. "Net worth" for company shall mean the aggregate value of the paid-up share capital and all reserves created out of profits of the company and securities premium account after deducting aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
 - i. Net Worth for Partnership Firm would mean:- [Fixed Assets + Trade Receivables + Current Assets] – [Firms Loan + Current Liabilities]
 - ii. Net worth for Trust or Society would mean: - Capital/Corpus + Free Reserves.
 - iii. Net Worth for Individual Person shall mean: Assets (including cash) LESS All Liabilities.
 - iv. Net Worth for Sole Proprietorship would mean:- Total Assets- Total Liabilities
3. The Bidder shall provide an Auditor's certificate/Chartered Accountant certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth

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ANNEXURE - III: Details of Eligible Projects**Bidder/Member**

Item	Particulars of the Project
Title of the Project	
Nature of the project	
Entity for which the project was constructed Developed	
Location	
Project capacity & Project cost	
Date of commencement of project/ contract	
Date of commissioning	
Equity shareholding (with period during which equity was held)	
Whether credit is being taken for the eligible Experience of an Associate (Yes/ No)	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annexure. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project.

Certificate from respective clients must be furnished as per formats below for each Eligible Project.

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ANNEXURE - IV: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder/)

Ref.

Date:

To
Municipal Commissioner
Nagar Nigam Dehradun,
Uttarakhand

Dear Sir:

We hereby confirm that we (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document


We have agreed that(insert individual's name) will act as our representative on its behalf* and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....



ANNEXURE - V: Format for Financial Bid

Date:

To

Municipal Commissioner

Nagar Nigam Dehradun,
Uttarakhand

Re: RFP for Selection of Service Provider for Primary Door to Door Collection and Transportation of waste of 47 wards within municipal limits up to the transfer stations

Dear Sir,

We are pleased to submit our Financial Bid for RFP for Selection of Service Provider for Primary Door to Door Collection and Transportation of waste of 47 wards within municipal limits up to the transfer stations -

Bid Cost

Sr. No	Description	Amount in Figures in INR without GST and including all other taxes	Amount in Words in INR without GST and including all other taxes
1.	Per ton of waste Collected and Transported from households/Commercial Establishments to transfer station		

In witness thereof, I/we submit this Financial Bid under and in accordance with the terms of the RFP document no.....

Yours faithfully

Authorized signatory

(Name & seal of the bidder)

Date:

Place:

ANNEXURE VI: PROJECT INFORMATION MEMORANDUM

S.No	Particular	Description
1	Total Wards	47
2	Total House Hold	94300 As per property Tax
3	Transfer Stations:-	2 Nos
A	Dhoran	
B	Kargi	

Ward Wise Household Data

Ward No.	Ward Name	Mixed	Non-Residential	Residential	Total
4	Rajpur	203	201	2908	3312
5	Dhoran	103	744	8307	9154
6	Doon Vihar	26	305	1227	1558
7	Jakhan	96	213	1497	1806
8	Salawala	2	33	1051	1086
9	Arya Nagar	19	206	1263	1488
10	Dobhal Wala	91	55	1235	1381
11	Vijay Colony	57	54	1178	1289
12	Kishan Nagar	93	193	1400	1686
13	DL Road	155	164	1424	1743
14	Rishpana	82	125	1353	1560
15	Karanpur	145	581	1163	1889
16	Bakralwala	149	1269	1329	2747
17	Chukhauwala	135	347	1084	1566
18	Indra Colony	169	69	1186	1424
19	Ghanta Ghar Kalika Mandir Marg	176	1141	1019	2336
22	Tilak Road	104	379	986	1469
23	Khurbura	100	102	864	1066
24	Shivaji Marg	128	85	923	1136
25	Indrish Nagar	116	210	1136	1462
26	Dhamawala	126	713	307	1146
27	Jhanda Mohalla	259	1449	813	2521
31	Kaulagarh	76	65	2144	2285
32	Ballupur	80	249	1274	1603
33	Yamuna Colony	61	154	906	1121
34	Govind Ghar	187	179	1512	1878
35	Shri Dev Suman	152	62	1278	1492
36	Vijay Park	12	363	1595	1970
37	Basant Vihar	80	268	1625	1973
38	Panditwari	112	78	1864	2054
39	Indra Nagar	47	263	1064	1374
40	Seema Dwar	101	74	910	1085

41	Indrapuram	143	623	4358	5124
42	Kanwali	26	403	2094	2523
43	Drona puri	180	137	1963	2280
44	Patel Nagar(West)	210	171	1728	2109
45	Gandhi Gram	356	94	1488	1938
46	Adhoiwala	132	426	1610	2168
47	Chandar Road MDDA colony	58	49	976	1083
49	Bhagat Singh Colony	38	154	1108	1300
69	Ritha Mandi	123	69	605	797
70	Lakhi Bagh	118	254	335	707
71	Patel Nagar(East)	185	167	1480	1832
74	Bhrampuri	3	16	1727	1746
75	Lohia Nagar	169	85	1505	1759
76	Niranjanpur	177	384	2461	3022
77	Majra	285	367	3600	4252
					94300

No of Auto Tippers Required	120 NOS
No of E-Rickshaws/Rickshaws required	70 NOS
No of extra vehicles required for commercial areas	10 NOS

Note: The above data is the estimated number of vehicle required. Actual numbers may vary and the Service Provider shall conduct its own preliminary survey to calculate the actual numbers.

Details of Proposed 02 Mechanized Transfer Stations at Kargi & Dhoran

S.No.	Type of Machinery	Kargi	Dhoran
1	Hook Loaders	4	3
2	Containers	10	6
3	Compactors	3	2
4	Weighbridge	2 (20 MT each)	2 (20 MT each)
5	Washing Assembly	1	1
6	Air Compressor assembly	1	1

Note: Both the proposed transfer stations are under construction and will be operational soon. Till the time the weighbridge facility is not operational at the transfer stations, the Service Provider shall carry out the weighing of vehicles at the private weighbridge in the vicinity of designated site after due approval from Nagar Nigam Dehradun.

Approved Rates of User Charges Collection from Households/Commercial Establishments etc.

सार्वजनिक सुविधा

नगर निगम सीमानामित बाडो मे डोर-दु-डोर अपशिष्ट प्रबन्धन के एवज मे यूजर चार्जज कलेक्शन/सोया शुल्क की दर मे सारोधान करने की स्वीकृति नगर निगम अधिवेशन मे प्रदान की गई है। उक्त दर दिनांक 01/04/2023 से नगर निगम, देहरादून के सामस्त 100 बाडो के अन्तर्गत लागू होगी। सारोहित यूजर चार्जज/सोया शुल्क (User Charges) की दर निम्न अनुसार है-

क्र०	अपशिष्ट उत्पादक की श्रेणी/अपशिष्ट का प्रकार	यूजर चार्जज/सोया शुल्क (User Charges)
1	बैपिण्ड कार्ड कारक मजिन बरती एव ई०डब्ल्यूएस०	रु 30/- प्रतिमाह
2	रुम आय वाले घर बैपिण्ड/एल० कार्ड कारक के अतिरिक्त अन्य सामान	रु 70/- प्रतिमाह
3	सोलाघडी/ Multi Story Apartment	40 फ्लैट तक रु 2000/-, 41 से 100 फ्लैट तक रु 5000/-, 100 फ्लैट से अधिक रु 10000/- प्रतिमाह
4	घर एव माछली बिजला	10 कि०घा० तक रु 400/-, 10 कि०घा० से अधिक पर रु 600/- प्रतिमाह
5	रेस्टोरेन्ट	छोटे रु 300/-, मध्यम रु 600/-, बड़े रु 2000/- प्रतिमाह
6	होटल/लोज/गेस्ट हाऊस	20 बेड तक रु 1000/-, 21 बेड से 40 बेड तक रु 2500/-, 41 बेड से अधिक रु 5000/-, 4 सिल्ला/5 सिल्ला रु 10000/- प्रतिमाह
7	धर्मशाला	रु 200/- प्रतिमाह
8	बस्ता घर	रु 1500/- प्रतिमाह
9	छात्रावास सुविधा वाले स्कूल/बिज्ञान सस्थाएं (गैर सरकारी)	रु 2000/- प्रतिमाह
10	बगी छात्रावास सुविधा वाले स्कूल/बिज्ञान सस्थाएं (गैर सरकारी)	रु 500/- प्रतिमाह
11	होस्पिटल/मोर्ग होम/ वलोनिक, पैथोलोजी (बायोमेडिकल डेस्ट को छोडकर)	20 बेड तक रु 800/-, 21 बेड तक 50 बेड तक रु 1500/-, 50 बेड से अधिक रु 5000/- प्रतिमाह
12	दुकान	मौहल्ले की छोटी दुकान रु 100/-, शोरूम रु 500/-, छोटे मोल/मेगा स्टोर रु 2000/-, बहुमजिले मोल रु 10000/- प्रतिमाह
13	फैक्ट्री/वर्कशॉप/कारखाना	छोटी रु 1000/-, मध्यम रु 2000/-, बड़ी रु 5000/- प्रतिमाह
14	सार्वजनिक/निजी रथले पर सर्जस, प्रदर्शनी, दिवाह, मेले आदि का आयोजन जिनमे अपशिष्ट उत्पन्न हो	रु 2000/- प्रतिदिन/प्रति कार्यक्रम
15	उहान तथा निर्माण सम्बन्धी अपशिष्ट	आधे ट्रोली रु 1000/-, फुल ट्रोली रु 2000/- प्रतिमाह

नगर आयुक्त,
नगर निगम, देहरादून



कार्यालय नगर निगम, देहरादून।



(फोन-0135-271407 फैक्स-0135-2851060 ई-मेल-nagarnigam.ddun@gmail.com)

पत्रांक-2583/यू.चार्ज/2022-23

दिनांक 20 मार्च, 2023

प्रतिनिधि निम्नलिखित को सूचनाएं प्रेषित-

1. मा० महोदय, नगर निगम, देहरादून।
2. सार्वजनिक/निजी रथले पर सर्जस, प्रदर्शनी, दिवाह, मेले आदि का आयोजन करने वाले को इस आशय से प्रेषित कि उक्त सूचना को अपने सम्बन्धित पर के देहरादून सत्कार मे आगामी अग के रुम सत्कार मे प्रदर्शित करने हुए निर्धारित सूट के साथ सम्बन्धित पर की दो प्रति निशुल्क बिल के साथ इस कार्यालय को प्रस्तुत करने का कष्ट करें।
3. श्री मनीष पन्ना आई०टी० अधिकारी, को इस निर्देश के रुच कि उक्त सूचना को नगर निगम, देहरादून की वेबसाईट मे अपलोड करना सुनिश्चित करें।
4. नगर निगम, देहरादून नोटिस बोर्ड पर गरका हेतु।
5. कार्यालय प्रति।

नगर आयुक्त,
नगर निगम, देहरादून

ANNEXURE VII-Contract Agreement

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of February, 2025, between, on the one hand,, *Nagar Nigam Dehradun, near Doon hospital new road Dehradun, Uttarakhand* (hereinafter called the "Employer") and, on the other hand, (hereinafter called the "Service Provider").

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of **INR** (*Only*);

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider's Bid (Technical & Financial)
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the RFP issued by employer;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices:

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the Purchaser:

Mr.

In the capacity of, Nagar Nigam Dehradun,
Uttarakhand

in the presence of

(1)

(2)

For and on behalf of the Service Provider

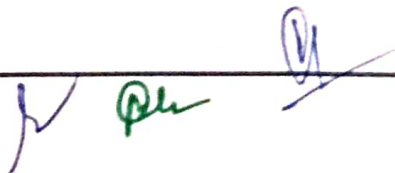
In the capacity of _____

.....
.....
.....

in the presence of

(1)

(2)



General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings.

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.
- (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer.
- (e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- (f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- (h) "Employer" means the party who employs the Service Provider.
- (j) "GCC" means these General Conditions of Contract.
- (k) "Government" means the Government of Uttarakhand.
- (l) "Local Currency" means Indian Rupees.
- (m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract.
- (n) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them.
- (o) "Personnel" means persons hired by the Service Provider or by any SubService Provider as employees and assigned to the performance of the Services or any part thereof.
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.
- (q) "Service Provider's Bid" means the completed Bidding Document (Technical & Financial) submitted by the Service Provider to the Employer. Where the context so requires, the general term 'Concessionaire' also includes/means 'Service Provider'.
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.

(t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix S; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.

(u) "SubConcessionaire" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Union of India.

Salient features of major labour and other laws that are normally applicable in India are given as Appendix H. to these General Conditions of Contract.

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the India, when as a matter of law or official regulations, India prohibits commercial relations with that country.

1.3 Language

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the India or elsewhere, as the Employer may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the Employer

Pursuant to paragraph 2.2 the General Conditions, the Service Provider shall permit and shall cause its sub-concessionaires and sub-consultants to permit, the employer and/or persons appointed by the employer to inspect the Site and/or the accounts and records relating to the services, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the employer if requested by the employer. The Service Provider's and its Sub Concessionaires' and subconsultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the employers' inspection and audit rights constitute a prohibited practice subject to contract termination.

1.8 Taxes and Duties

The Service Provider, Sub Concessionaires, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

Commencement of services come into effect after 15 days of effectiveness of contract or such other later date as may be **stated in the SCC**.

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for

approval a revised Program (revising the Program given along with the Bid) showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties

2.4.1 Value Engineering

Deleted.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

NND may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Concessionaire, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt, or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Concessionaire, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

Deleted

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) Payment pursuant to Clause 6 for Services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source [TDS] as per applicable law, prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the scope of work and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Concessionaires or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The payment of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, and agents of either of them similarly shall not receive any such additional payments.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any SubService Provider and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider(a) shall take out and maintain, at its own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service

The Service Provider shall obtain the Employer's prior approval in writing before taking

**Provider's
Actions
Requiring
Employer's
Prior Approval**

any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Concessionaires"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

**3.6 Reporting
Obligations**

The Service Provider shall submit to the Employer the reports as specified in Appendix A and documents in the form, in the numbers, and within the periods set forth by NND.

**3.7 Documents
Prepared by the
Service
Provider to Be
the Property of
the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

**3.8 Liquidated
Damages**

**3.8.1 Payments of
Liquidated
Damages/
Penalties**

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the work as per agreed Program and order and timing of all Activities, or from any of the Service Provider's other obligations and liabilities under the contract.

**3.8.2 Correction for
Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**3.8.3 Lack of
performance
penalty**

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Concessionaire. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form by a bank acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract and **specified in the SCC.**

3.10 Fraud and Corruption

The employer take necessary action as per the prevailing rules of Government if Service Provider or its Sub Concessionaires, and the Personnel of either of them found engaged in fraud and corruption.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

Deleted.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel shall be approved by the Employer.

4.2 Removal and/or Replacement of Personnel

Deleted

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts where legally warranted, to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the payments otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Payments

The Service Provider's payments shall not exceed the Contract Price and shall be a fixed amount for all Sub Concessionaires' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

The price is payable in Indian Rupees and is **set forth in the SCC**.

6.3 Payment for Additional Services, and Performance Incentive Compensation

- 6.3.1 For the purpose of determining the cost due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the Service Provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

Deleted

6.6 Price Adjustment

- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency.

6.7 Dayworks

- 6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2.

7. Quality Control

7.1 Identifying Deficiencies

7.1.1 The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Deficiencies that are found specifying a time by which these should be corrected. Such checking shall not affect the Service Provider's responsibilities.

7.1.2 The Service Provider shall permit the Employer's Technical auditor to check the Service Provider's work and notify the Employer and Service Provider of any deficiencies that are found. Such a check shall not affect the Service Provider's or the Employer's responsibility as defined in the Contract Agreement.

7.2 Lack of Performance Penalty

If employer found deficiencies in the services of the Service Provider, the Employer will assess the penalty amount, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid at the per day rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and, in the place, **shown in the SCC**.

The Arbitrator shall give a decision in writing within 180 days of start of the proceedings except otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator and either party is dissatisfied with the decision given by the Adjudicator.

8.2.5 (a) The Adjudicator shall be appointed jointly by the Employer and the Service Provider, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request.

(b) The Adjudicator should be in position before "notice to proceed with work" is issued

to the Service Provider and an agreement should be signed with the Adjudicator jointly by the Employer and the Service Provider in the form attached – Appendix I.

- (c) Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.



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Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	<p>The addresses are:</p> <p>Employer: Municipal Commissioner Nagar Nigam Dehradun Uttarakhand Near Doon Hospital, New Road Dehradun Uttarakhand 248001 E-mail: nagarnigam.ddn@gmail.com Contact No.: +91-135-2714074</p> <p>Service Provider:</p> <p>Attention:</p> <p>Telex:</p> <p>Facsimile:</p> <p>Email:</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Dy. Municipal Commissioner, Nagar Nigam Dehradun</p> <p>For the Service Provider:</p>
2.1	<p>The date on which this Contract shall come into effect is after 7 days from the date the contract is signed by both parties.</p>
2.2.2	<p>The Starting Date for the commencement of Services is: within 15 days from date of contract signing by both the parties.</p>
2.3	<p>The Intended Completion Date is 36 months from the date of commencement of services.</p>
3.2.3 c	<p>Activities prohibited after termination of this Contract are: all activities under the contract.</p>
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle in accordance with the applicable law in India"; (ii) Third Party liability in accordance with the applicable law in India"; (iii) Employer's liability and workers' compensation in accordance with the applicable law in India"; (iv) Professional liability: equivalent to the total contract value including GST; (v) Loss or damage to equipment and property: 10% of the total contract value
3.5(d)	<p>The other actions are: Modification in methodology, work plan, policies.</p>
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract														
	Not Applicable														
3.8.1	<p>Penalties;</p> <ol style="list-style-type: none"> 15. The agency will face a penalty of 1.5 times of the quoted Bid variable multiply by average daily waste collection in case of non-functioning, for not providing services post commencement of work for each day of non-functioning; Fine = 1.5(Quoted Tipping Fee per MT X Average Daily Waste) X Number of days of non-service 16. The agency will face a penalty of 02 (two) times of the quoted Bid variable multiply by each ton waste disposed at the any other site besides the designated site, 17. For non-compliance of call Center & all other complaints within 3 hours, penalty of Rs 500/- Per complaint, 18. Motorized vehicles without fixed compartment and without fabricated covering (temporary arrangement like cloth covering, trampoline sheet or any other temporary covering or arrangement will not be allowed) for collection of MSW in ULB area, Penalty Rs. 1000/- per day per vehicle, 19. Non-Motorized vehicles for collection of MSW in ULB area, Penalty Rs. 1000/- per day per vehicle, 20. Any littering while transportation, Penalty Rs. 1000/- per day per instance, 21. For transportation of waste through open dumpers/trucks @ Rs.1000/- per vehicle 22. Penalty for non-source segregated waste @ Rs.50/- per household/shop/establishment 23. Burning of garbage by agency/employee of Service Provider, Penalty Rs. 5000/- per day per instance or as per NGT guidelines, 24. Any sanitation worker found without uniform and PPE as per MSW rules 2016, Rs. 500/- per day per worker, 25. Construction and Demolition waste cannot be mixed with Municipal Solid Waste, if found agency will face a penalty of 1.5 times of the quoted Bid variable multiply by each ton collected, 26. In case of GPS not working on vehicles, Penalty Rs. 1000/- per day per vehicle, 27. In case of RFID not working, Penalty Rs. 1000/- per day per vehicle, 28. Waste collection of the total waste generation, <table border="1"> <thead> <tr> <th>Waste collection efficiency in percentage</th><th>Penalty Per Day</th></tr> </thead> <tbody> <tr> <td>90 % and Above</td><td>No Penalty</td></tr> <tr> <td>80 – 89 %</td><td>2% (of Average Daily Waste Generated X Tipping Fee per MT</td></tr> <tr> <td>70-79 %</td><td>4% (of Average Daily Waste Generated X Tipping Fee per MT</td></tr> <tr> <td>60-69 %</td><td>8% (of Average Daily Waste Generated X Tipping Fee per MT</td></tr> <tr> <td>50-59 %</td><td>16 % (of Average Daily Waste Generated X Tipping Fee per MT</td></tr> <tr> <td>Below 49 %</td><td>100 % (of Average Daily Waste Generated X Tipping Fee per MT</td></tr> </tbody> </table>	Waste collection efficiency in percentage	Penalty Per Day	90 % and Above	No Penalty	80 – 89 %	2% (of Average Daily Waste Generated X Tipping Fee per MT	70-79 %	4% (of Average Daily Waste Generated X Tipping Fee per MT	60-69 %	8% (of Average Daily Waste Generated X Tipping Fee per MT	50-59 %	16 % (of Average Daily Waste Generated X Tipping Fee per MT	Below 49 %	100 % (of Average Daily Waste Generated X Tipping Fee per MT
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Below 49 %	100 % (of Average Daily Waste Generated X Tipping Fee per MT														
3.8.3	As per SCC clause 3.8.1														

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.9	A Performance Security equal to 5% of the Contract Value has to be submitted by the Service Provider. The same is to be submitted in the Standard Form of Performance Security acceptable to the Employer in a form of Bank Guarantee / FDR in favor of Senior Finance Officer, Nagar Nigam Dehradun, Uttarakhand is valid up to additional 6 months than the contract period of 07 Years.
5.1	The assistance and exemptions provided to the Service Provider are: None
6.2	The value of contract shall be INR The breakdown of cost is given below: i) ii) iii)
6.3.2	Incentives; The agency will be provided incentive of 5% of the bid variable if met all the following condition mentioned below; <ul style="list-style-type: none"> 100 % door to door waste collection, The agency will be provided incentive of 2% of the bid variable if met all the following condition mentioned below <ul style="list-style-type: none"> 90% segregated waste collection
6.4	Payments shall be made according to the following schedule: <ul style="list-style-type: none"> Advance for Mobilization: Up to a maximum of 10% of the contract amount, to be paid after the commencement date of the contract against the submission of a performance securities for an equivalent amount from any Indian Nationalized/ Scheduled bank. <ul style="list-style-type: none"> The advance payment if availed by the Service Provider will be set off in first 6 equal monthly instalments. The performance security for the advance payment shall be released when the advance payment has been fully amortized. Payments: <ul style="list-style-type: none"> Payment shall be made to the Service Provider as per the rates quoted for Per ton of waste Collected and Transported to the designated site in the financial bid. The Service Provider shall be required to submit the monthly invoices along with all the reports as desired in this RFP document. Payment will be made minus the penalty (if any) every month. The Service Provider shall submit for the client itemized statements (invoices) at time intervals of every month for payment for service cost with daily waste collected report with weight attendance of mobilized resource verified by reporting authority of resource, bill Boucher's and other relevant documents asked by the employer at the time of payment. Payment Timelines: <ul style="list-style-type: none"> The tipping fee will be paid from the start day of COD (Commercial Operations Day) The Service Provider will credit salaries of human resources contracted and

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>deployed by it within the first 7 calendar days of each calendar month.</p> <p>Note: However, if the monthly progress report is unsatisfactory and relevant documentation as required above is not complete, or any default/lapses/errors are found in the services, appropriate action such as penalty/warning/withholding of payment, etc. will be issued to the Service Provider as per Performance and Availability Standards of the contract</p>
6.5	Payment shall be made within thirty [30] calendar days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within sixty [60] days in the case of the final payment.
6.6.1	<p>The Tipping Fee payable in respect of the MSW collected & transported to the transfer stations the post-COD period, shall with effect from Commercial Operation Date, be escalated at the end of every year in accordance with CPI per annum over the last paid rate.</p> <p><i>*Year means Financial Year (FY) from 1 April to 31 March. If COD is achieved between 01 April and 31 December, increase would be applicable from ensuing FY. However in case COD is achieved between 01 January and 31 March, increase would be applicable in next to next FY.</i></p>
7.1	Applicable
8.2.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator: shall be decided by mutual consent at the time of adjudication.
8.2.4	<p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) Amicable Resolution</p> <ol style="list-style-type: none"> i. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in sub-clause (ii) below. ii. Either Party may require such Dispute to be referred to the Municipal Commissioner, NND and the Chief Executive Officer of the Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. In second stage the dispute may be referred to Mayor, NND. If the Dispute is still not amicably settled within 15 days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of clause (b) below: <p>(b) In case of Dispute or difference arising between the Employer and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed</p>

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Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Arbitration Conciliation Act.</p> <p>(c) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Arbitration Conciliation Act, shall appoint the Arbitrator. A certified copy of the order of the Indian Arbitration Conciliation Act, making such an appointment shall be furnished to each of the parties.</p> <p>(d) Arbitration proceedings shall be held at Dehradun, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Arbitration Conciliation Act.</p> <p>(g) The Arbitrator should give final award within 180 days of starting of the proceedings.</p> <p>(h) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Arbitration Conciliation Act and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Delhi India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English".</p>
8.2.5 (a) and (c)	The designated Appointing Authority for a new Adjudicator is Indian Arbitration Conciliation Act