**DehradunNagarNigam, Uttarakhand**

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| --- | --- |
| **NIT No.** |  |
| **Bid Title** | **SmartUnderground Waste Collection Bin System.** |
| **Sub-Head** | **Supply & Installationof Underground Waste Collection Bins for Municipal Solid Waste at selected locations in Dehradun.** |
| **Estimated Cost** | **Rs.359 Lakhs** |
| **Earnest Money** | **Rs.7.50 Lakhs** |
| **Time Allowed** | **3 (three) Months** |
| **Cost of tender.** | **Rs.10,000/- (Including % DVAT)** |

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**DISCLAIMER**

This Request for Proposal (RFP) contains brief information about the Project, Qualification,Requirements and the Selection process for the successful applicant. The purpose of this RFP document is to provide applicants with information to assist the formulation of their bid application (the ‘application’).

The information (‘Information’) contained in this RFP documents or subsequently provided to interested parties (the “applicant(s)), in writing by or on behalf of Dehradun Nagar Nigam (DNN) is provided to Applicant(s) on the terms and conditions set out in this RFP documents and any other terms and conditions subject to which such information is provided. This RFP document does not purport to contain all their information each applicant may require. This RFP documents may not be appropriate for all persons, and it is not possible for DNN, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the Accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. DNN, their employees and advisors make no representation or warranty and shall incur no liability under any law, statue, rules or regulations as to the accuracy: reliability or completeness of the RFP documents and information provided hereunder is only to the best of the knowledge of DNN.

Intimation of discrepancies in the RFP, if any, should be given to the office of the DNN immediately by the applicants. If DNN receives no written communication, it shall be deemed that the applicants are satisfied that the RFP document is complete in all respects.

This RFP document is not an agreement and is not an offer or invitation by DNN to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein. DNN reserves the right to accept or reject any or all applications without giving any reasons thereof and will not entertain any claim for expenses in relation to the preparation of RFP submissions.

**INTRODUCTION**

Rising waste volumes, increased hygienic and amenity demands as well as environmental considerations impose additional requirements to a litter free waste management strategy that traditional management schemes are either unable to meet or come across with increased opera-ting cost figures. The utilization of the subsurface space can provide the setting for the development of infrastructure which is capable of addressing in a more efficient manner the limitations of existing waste management schemes. The utilization of subsurface space is nowadays a key issue towards attaining an environmental friendly and sustainable development, especially in urban areas. Thus, activities or infrastructures that are difficult, impossible, environmentally undesirable or even less profitable to be installed above ground must be relocated underground releasing valuable surface space for other uses and enhancing urban living conditions.

Hence, the management of waste through underground developed infrastructure, the “**LEANWASTE MANAGEMENT SYSTEM“** is looked as an important evolution which would allow for the efficient and cost-effective tackling of one of the more pressing needs of **Dehradun City Municipal Corporation, Uttarakhand**. This proposal aims at presenting the solutions offered by such infrastructure, at identifying their operational characteristics and specific advantages as well as at providing insight regarding their cost data.

By introducing **“Smart Underground Waste Collection Bin System”**, Dehradun Municipal Corporation intent to optimize rapidly the traditional approach in Dehradun, where waste containers are replaced by underground collection bins. These bins are placed underground, having only their inlets above ground surface. Standalone underground collection bins offer great advantages over traditional collection bins as under:

* Greater holding capacity than of the same area’s surface bins
* Compaction of the waste, increasing their effective capacity by 1.5 – 2.5 times
* Improved aesthetics
* High hygienic standards, controlling bacterial development and odour problems
* Limited maintenance requirements
* Non-flammable, thus superior protection against vandalism
* No waste pilferage
* No hassle of separately managing leachate generation challenge
* No direct access to flies, animals or men
* Overall uplift image of the surroundings, city and also of the municipal administration
* Helping citizen feel responsible towards good waste management practices
* Creating more space option for ULB to utilize the same for creating some recreational activities which can generate revenue for the ULB and also open a door of employment
* New way of creating awareness amongst the mass and last but not the least
* Creating an infrastructure which is magnificent, sustainable, feasible and easy to operate for next 10-15years, without demanding much attention on its maintenance.

Dehradun Nagar Nigam proposes to install 50 no’s of underground waste collection bins along with required equipment such as Compactor Truck and Cranes. The proposed project shall be in 2 phases of 25 bins each along with other required equipment.

**BID DATA SHEET**

|  |  |  |
| --- | --- | --- |
| 1. | Bid Title: | Smart Underground Waste Collection Bin System. |
| Sub-Head: | Supply & Installation of Smart Underground Waste Collection Bins for Municipal Solid Waste at selected locations in Dehradun. |
| 2. | Estimated Cost: | Rs.359 Lakhs |
| 3. | Name of Bid inviting Authority. | Municipal Commissioner, Nagar Nigam Dehradun |
| 4. | Address and telephone no. of Bid Inviting Authority.  E-mail Address | Nagar Nigam Dehradun, 1 Patel Road, Dehradun (Uttarakhand) – 2480 01  Telephone: 0135 – 2655620/2653572/2658204, Fax: 0135 – 2651061  [nagar\_nigam2008@yahoo.com](mailto:nagar_nigam2008@yahoo.com),[nagarnigamddn@gmail.com](mailto:nagarnigamddn@gmail.com) |
| 5. | Earnest Money: | Rs.7.50 Lakhs |
| 6. | Time of Completion of Work: | 3 (three) Months |
| 7. | Cost of Bid Document: | Rs.10,000/-(Including% DVAT) |
| 8. | Method of Bid Submission: | Offline Tendering |
| 9. | Website Detail: | [www.nagarnigamdehradun.com](http://www.nagarnigamdehradun.com) |
| 10. | Last date & time for Purchase of Bid document | 06.10.2015 at 3.00 pm |
| 11. | Last date & time for Bid submission. | 07.10.2015 at 3.00 pm |
| 12. | Date, time and venue of open of eligibility/technical bid | 07.10.2015 at 4.30 pm in Nagar Nigam Dehradun, 1 Patel Road, Dehradun (Uttarakhand) – 2480 01 |
| 13. | Date of opening of financial bid | To be intimated separately to each qualified bidder in eligibility criteria. |
| 14. | Validity of Bid: | 120 days from date of opening to eligibility bid. |

**INSTRUCTIONSFORBID SUBMISSION**

The Bidders shall submit their Bid in accordance to the instructions given below:

1. The Bidder shall submit the Technical Bid and Financial Bid in separate sealed envelopes and mark in “Technical Bid” and “Financial Bid”.
2. The technical and Financial Bid envelopes then shall be places in single outer envelope and sealed.
3. The inner and outer envelope shall bear the name of the Bidder, Tender (NIT) No., Bid Title, Name & Address of Bid inviting authority and Date & Time for Bid submission.
4. The out envelope must bear a warning not to open before the time and date for bid opening.
5. If all the envelopes are not sealed and marked as required, the Bid Inviting Authority will take no responsibility for the misplacement or premature opening of the Bid.
6. The Bid must be received by the Bid Inviting Authority at the address and no later than the date and time indicated in the NIT.
7. The Bid Inviting Authority shall not consider any bid that arrives after the deadline for submission of Bid and any bid received after the deadline for submission of bid shall be declared late, rejected and returned unopened to the Bidder.
8. The Bids shall be opened by the Bid Inviting Authority in the presence of Bidders designated representatives, and at the address, date and time specified in the NIT.
9. Bidder may go through the tenders published on the website<http://www.nagarnigamdehradun.com>however shall purchase the required Bid documents/schedules for the tenders he/she is interested from the address of the Bid Inviting Authority.
10. After purchasing the Bid document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
11. If there are any clarifications, this may be obtained through the contact details. Bidder should take into account the corrigendum published before submitting the bids.
12. Bidder should submit the Tender Fee/ EMD as specified in the Bid documents. The Tender FEE/EMDmust be included and submittedalong with the Bidding documents, within the bid submission due date & time for the tender or as indicated in the tender.
13. Bid not accompanied by the Tender Fee/EMD as specified in the Bid document equivalent to the amount, currency shall be rejected.
14. While submitting the bids, the Bidder reads the terms & conditions and accepts the same to proceed further to submit the bid documents.
15. The Bid, as well as all the correspondence and documents relating to the Bidding document and other documents required by the Bid inviting authority is required to be in “ENGLISH” language.
16. The bidder has to sign and submit the required bid documents as indicated. Bidders to note that the submission of the bids and their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
17. The bidder is advised to visit and examine the site and its surrounding and obtain for its and on its own responsibility all information that may be necessary for preparing the bid documents. The cost of visiting the site shall be at the bidder’s own expense.
18. Prior to the bid submission, the bidder may submit a list of clarification/queries, if any and submit the same to the bid inviting authority.
19. The bidders requesting for any clarification/queries related to the bid document, which are received 2 week prior to the bid due date shall only be responded by the bid inviting authority by publishing on its website.
20. The Bid inviting authority at its sole discretion may respond to inquiries submitted. Such responses through minutes of meeting and addendum will be uploaded on municipal website. The clarifications may only be sent to the bidders requested for clarification or have raised any queries.
21. Addendum to the bid document may be issued by the bid inviting authority not less than one (1) week prior to the deadline for bid submission.
22. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over **phone: 0135 – 2655620/2653572/2658204**orsend a mail over to[**nagar\_nigam2008@yahoo.com**](mailto:nagar_nigam2008@yahoo.com)and[**nagarnigamddn@gmail.com**](mailto:nagarnigamddn@gmail.com).

**TENDER NOTICE**

**NIT No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Municipal Commissioner, Nagar Nigam Dehradun, 1 Patel Road, Dehradun (Uttarakhand) – 248001, Telephone No.: 0135 – 2655620/2653572/2658204 or send E-mail to nagar\_nigam2008@yahoo.com and nagarnigamddn@gmail.com, on behalf of DNN, invites item rate tender in two envelope system i.e. one Technical bid and other Financial bid from the specialized agencies dealing withSmart Underground Waste Collection Bin System for the collection of municipal solid wastefor the following work:

**Name of work: Smart Underground Waste Collection Bin System.**

**Sub Head: Supply & Installation of Underground Waste Collection Bins for Municipal Solid Waste at selected locations in Dehradun.**

**Activity of Work: The Activity in 4 parts is mentioned in the following chart**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Serial/Part No.** | **Activity of work** | **Cost of Bid Document** | **Earnest Money Deposit (EMD)**  **Lakh** | **Time of completion of work** |
| 1. | Supply and Delivery of Smart Underground Waste Collection Bins for Municipal Solid Waste Collection | **Rs.10,000/-** | **Rs.7.50 /-** | **3 (Three) Months** |
| 2. | Civil work for the Installation of Smart Underground Waste Collection Bins for Municipal Solid Waste Collection at designated locations in Dehradun City |
| 3. | Supply, Delivery and Installation of Crane with Remote Control |
| 4. | Supply, Delivery and commissioning of Compactor Truck with Chassis Eicher 1110 or Tata 1109 or Ashok Leyland 1212 or similar with cabin and hydraulically controlled compactor body fabricated to fit a crane |

**Performance Bank Guarantee: 5% of the bid the value.**

Cost of bid documents shall be required in the amount and currency through Demand Draftin favour of Accounts Officer, Nagar Nigam Dehradun, payable at Dehradun, Uttarakhand. The Earnest Money Deposit (EMD) shall be required in the amount and currency through DD/Bank Guarantee/Fixed Deposit Receipt (FDR)in favour of Municipal Commissioner, Nagar Nigam Dehradun, Uttarakhand. The EMD and cost of bid document must be enclosed alongwith the bid documents “Technical Bid”. The financial bid shall be submitted in separate envelope. Technicalbid and EMD/ cost of tender documents shall be submitted to Municipal Commissioner, Nagar Nigam Dehradun, 1 Patel Road, Dehradun, Pin code – 248001 by 07.10.2015at 3.00 pm.

The Technical bid shall be opened on 07.10.2015 at 4.30pm. The financial bid of tenderers qualifying eligibility criteria shall thereafter be opened on specific time, date of venue which will be intimated to them separately.

For any assistance in bidding, please contact**Telephone No.: 0135 – 2655620/2653572/2658204 or send E-mail to** [**nagar\_nigam2008@yahoo.com**](mailto:nagar_nigam2008@yahoo.com)and[**nagarnigamddn@gmail.com**](mailto:nagarnigamddn@gmail.com).

Municipal Commissioner,

Nagar Nigam Dehradun,

1 Patel Road, Dehradun,

Uttarakhand, – 248001

Telephone No.: 0135 – 2655620/2653572/2658204

E-mail to [nagar\_nigam2008@yahoo.com](mailto:nagar_nigam2008@yahoo.com) and [nagarnigamddn@gmail.com](mailto:nagarnigamddn@gmail.com).

**GENERAL TERMS AND CONDITIONS OF CONTRACT**

1. **ARTICLE 1:**

**DEFINITION**

For the purpose of this CONTRACT, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

1.1 Agency shall mean ---------\*------------having its registered office at ------------\*-------.’’ who shall be the implementing/executing agency forwork by following its own approved procedures.

1.2 “AUTHORISED REPRESENTATIVE" shall mean the representatives of "DNN" and/or Agency as the case may be who are duly empowered and authorized by the irrespective organizations to act for and on their behalf.

1.3 "CONTRACT" shall mean this CONTRACT including all Annexure hereto and all documents herein attached and amendments which the PARTIES may hereafter agree in writing to be made to this CONTRACT.

1.4 "DATE OF COMPLETION" shall mean the date on which DNN confirms written completion of work after having completed them in all respects.

1.5 "DNN" shall include DNN, its successors and permitted assigns.

1.6 "PARTIES" shall mean DNN and Agency each one individually referred to as PARTY.

1.7 “WORK” shall meanSupply & Installation of Underground Waste Collection Bins for Municipal Solid Waste at selected locations in Dehradun.

1. **ARTICLE 2:**
2. Tenderer/ Agency shall have to deposit earnest money deposit of Rs. 7.50/- Lakhs and cost of bid documents of Rs. 10,000/-including DVAT through separate the Fixed deposit receipt/bank guarantee issued by a scheduled bank/nationalized bank in India respectively in favour of Municipal Commissioner, Nagar Nigam Dehradun and Demand Draft in favour of Accounts Officer, Nagar Nigam Dehradun payable at Dehradun, Uttarakhand.
3. The agency whose tender is accepted will be required to furnish irrevocable performance guarantee of 5%of the tendered amount within the period of 15 days after issue of letter of acceptance or extended time as approved by bid inviting authority. The performance guarantee shall be initially valid upto stipulated date of completion plus 60 days. The performance guarantee can be in the form of fixed deposit receipt (FDR)/guarantee bonds of any scheduled/nationalised bank in India in accordance with prescribed format attached. If the Agency fails to submit the prescribed performance guarantee, then DNN without prejudice to any other right or remedy available at law be at liberty to forfeit the said earnest money absolutely. If the Agency fails to commence the work, DNN shall without prejudice to any other right or remedy available at law shall be at liberty to forfeit the said performance guarantee absolutely. The earnest money deposited alongwith the bid shall be returned within 15 days receiving the aforesaid performance guarantee. Within 15 days after recording completion of work, the performance guarantee shall be returned to Agency without any interest.
4. Mobilization Advance: Upon signing the agreement, interest bearing mobilization advance of 20% of bid value shall be released on submission of bank guarantee equivalent to 100% of the mobilization advance. The mobilization advance shall be released immediately upon signing of the contract but after receiving the bank guarantee and shall be recovered from the payments due to the successful bidder or by encashing the bank guarantee submitted against the mobilization advance whichever is earlier.
5. Payment of Agency:

The payment to the agency shall be as per the following:

|  |  |  |  |
| --- | --- | --- | --- |
| S. No. | Activity | % of payment | Documents Required |
| **Part I** | | | |
| 1. | Supply and Delivery of Underground bins to the municipality | 60% of the cost specified for Part I | Material Delivery Report |
| 2. | Assembling, Sealing and Stickering of the bins | 20% of the cost specified for Part I | Work Completion Report |
| **Part II** | | | |
| 3. | Installation (Civil Work) of bins at the specified locations | 80% of the cost specified for Part I and Part II | Work completion Report. |
| **Part III** | | | |
| 4. | Supply, Delivery, Installation and Mounting of the Crane on compactor truck | 80% of the cost specified in Part III | Material Delivery cum work completion Report |
| **Part IV** | | | |
| 5. | Supply, Delivery and Truck Chassis. | 100% advance of the cost specified in Part IV | Against Performa Invoice of the agency along with vehicle manufacturers delivery challan. |
| 5.1 | Supply, Delivery and commission of Compactor Truck with chassis and hydraulically controlled compactor body fabricated to fit the crane. | 80% of the total cost specified after deduction of advance paid against truck chassis | Material Delivery Report |
| **Completion of all Parts** | | | |
| 7. | Implementation, Installation and demonstration of Bin, Crane, Compactor Truck along with levelling system and its associated software | 20% of the cost specified for Part I, II, IIIand IV | Work completion Report of all parts |

In case the implementation plan is on phased manner, DNN in consideration of the work executed, pay to the Agency running bill provided, it is minimum 10% of the award value of work

1. The security deposit of the agency shall not be refunded before expiry of contract period.
2. **Warranty & Service:**The agency shall be responsible to look after service and maintenance of the Smart Underground Waste Collection Bin System for a periodfour years(1 year warranty + 3 year service) from the date of recording of completion of work.The warranty shall include all the serviceable parts, manufacturers’ defects and periodic service of the moving part & components of the system.The 3 year service shall not include parts however, shall include all the service and repair of all the defects arising in the said period. The list of parts that may be required during the 3 year service shall have to be provided by the successful bidder in advance and the cost of the parts required to upkeep the Smart Underground Waste Collection Bin System shall be paid by DNN as and when required.

The warranty & Service shall not include any man-made or accidental damages, damages by the negligence of the operators.

1. **ARTICLE 3:**

**COMPLETION OF PROJECT**

3.1 Upon notification of completion ofworks in writing by agency, DNN will inspect the same along with agency. Any defects observed shall be informed to the agency at the earliest and within 30 days for rectification.

3.2 The date of completion by DNN as aforesaid shall be deemed to be the date of completion of the work (hereinafter called COMPLETION) for the purpose of this CONTRACT.

3.3 The warranty of theSmart Underground Waste Collection Bin System for one year shall be deemed to start from date submitting of written notification of completion of work in writing by the agency.

1. **ARTICLE 4:**

**CHANGES, ADDITIONS AND DELETIONS IN AGENCY’S SCOPE OF WORK**

DNN shall have the right to request in writing to make any changes, modifications, deviation and change in location of installation of equipment’s and increase in scope of agency’s work prior to and/ or after award of work. Agency shall consider such written requests and act accordingly in the matter. Addition to agency’s scope of work due to such changes, modifications, deviation and change in location of installation of equipment’s shall be estimated for price and time adjustment as mutually agreed by both the parties.

1. **ARTICLE 5:**

**RELATION BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing a relation of master and servant or of bidder and Principle as between the DNN and the agency. The agency subject to this contract, have complete charge of Personnel engaged by them and shall be fully responsible for services performed by them on its behalf.

1. **ARTICLE 6:**

**DRAWINGS AND DOCUMENTS**

DNN shall use all drawings, designs, specifications and documents including transparencies prepared by agency for the purposes of operation and maintenance of Smart Underground Waste Collection Bin System.

1. **ARTICLE 7:**

**GUARANTEES AND LIABILITIES**

7.1 Agency guarantees that the works as specified/described under the,“Schedule of quantities (Annexure-VI)”in this CONTRACT, and technical documents to be developed by agency shall be in accordance with sound and established engineering practices, using International Standards and Indian Codes and Regulations, (government) wherever applicable, for the purpose(s) specified, free from defects and suitable for respective uses intended.

7.2 LIMITATION OF LIABILITY

Except where otherwise specified in agency’s scope of work, agency’s liability under this CONTRACT for all guarantees or warranties of whatsoever nature, whether expressed or implied, and for all causes whatsoever shall be limited to getting the things rectified without additional fee to the DNN.

1. **ARTICLE 8:**

**GOVERNMENT LEVIES**

Agency’s quoted rates shall be inclusive of transportation and statutory levies/Taxes. Any future tax revision in the Service Tax imposed by central/state Govt. shall be reimbursed on actual subject to submission of proof of payment of such taxes.

1. **ARTICLE 9:**

**INSURANCE**

Insurance by agency at its own cost: Workman's compensation insurance, covering all employees of agency for statutory benefits as set out and required by local law in the area of operation or area in which agency may become legally obliged to pay benefits for bodily injury or death.

1. **ARTICLE 10:**

**INDEMNITY**

10.1 Agency shall hold harmless and indemnify the DNN, against any claims or liability because of personal injury including death of any employee of agency and arising out of or in consequence of the performance of this CONTRACT.

10.2 DNN shall not be responsible for any loss or damage to property of any kind belonging to agency or its employees, servants or bidders.

1. **ARTICLE 11:**

**SECRECY**

11.1 DNN shall not disclose to any third party, any Technical Information, data, design, drawings, plans, specifications, etc. received from agency at any time either in whole orin part, shall use all reasonable efforts to preserve the secrecy of the above Technical Information and shall not use the same for any purpose other than the fabrication, maintenance and operation of the Smart Underground Waste Collection Bin System andEquipment’s. However, the disclosure of such Technical Information to Government of India or Statutory authorities of Government of India shall not be deemed to be a violation of the Secrecy understanding contained herein.

11.2 The above undertakings shall not, however, extend to any such Technical Information which:

11.2.1 …is in the possession of DNN prior to receipt of the same, directly or indirectly from agency.

11.2.2 …is received by DNN without any secrecy obligation.

11.2.3 … is or has become part of the public knowledge since receipt of the same, directly or indirectly from agency.

11.3 Agency shall likewise have secrecy obligations in respect of confidential information provided by DNN.

1. **ARTICLE 12:**

**FORCE MAJEURE**

12.1 Any delay in or failure of performance by a PARTY shall not constitute default hereunder or give rise to any claims for damages against said PARTY if and to the extent caused by reasons which are beyond the control of the said PARTY, including but not limited to acts of God, strikes or other concerted acts of workman, power cuts, fires, floods, explosions, riots, war (declared or undeclared), rebellion, sabotage, extra ordinary severe weather, civil commotion and criminal acts of third parties.

12.2 Both PARTIES shall keep a record of the circumstances referred to above which are responsible for causing delays in the execution of the project.

12.3 If the execution of the project is likely to be delayed by or as the result of one or more of the circumstances referred to in Article 12.1 hereof, DNN and Agency shall discuss the situation with a view to find the means to minimize the impact and effect of such circumstances and to reduce the costs and expenses which the PARTIES or either of them may incur. The decision of the Bid Inviting Authority shall be final in this regard.

12.4 The parties agree herein that in the event of the Force Majeure conditions, the period of the Contract shall be extended accordingly for the duration/period for which such conditions exist.

1. **ARTICLE 13:**

**WAIVER**

No failure or delay by either PARTY in enforcing any right, remedy, obligations or liability in terms of the CONTRACT shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the PARTY and notwithstanding such failure or delay, the PARTY shall be entitled at any time to enforce such right, remedy obligation or liability, as the case may be.

1. **ARTICLE 14:**

**ARBITRATION**

**Settlement of Disputes & Arbitration**

(A) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

1. If the agency considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Superintending Engineer in writing for written instruction or decision. Thereupon the Superintending engineer shall give his written instructions or decision within a period of one month from the receipt of the contractor’s letter.

If the Superintending Engineer fails to give his instructions or decision in writing within the aforesaid period or if the agency is dissatisfied with the instructions or decision of the Superintending Engineer, the Agency may, within 15 days of the receipt of Superintending Engineer’s decision appeal to the Chief Engineer who shall afford an opportunity to the Agency to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chief Engineer shall give his decision within 30 days of receipt of the Agency’s Appeal. If the agency is dissatisfied with this decision, the agency shall within a period of 30 days from receipt of the decision, give notice to the Bid Inviting Authority for appointment of Arbitrator, failing which, the said decision shall be final, binding and conclusive and not referable to adjudication by the Arbitrator.

ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above disputes or difference shall be referred for adjudication through arbitration by a Sole Arbitrator who shall be a technical person having the knowledge and experience of the trade, appointed by the Bid Inviting Authority, DNN. It will be no objection to any such appointment that the arbitrator so appointed is a DNN employee that he had to deal with the matter to which the contract relates and that in the course of his duties as DNN employee, he has expressed his views in all or any of the matter in dispute of difference. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

It is also a term of this contract that no person other than a person appointed by the Bid Inviting Authority, DNN, as aforesaid, should act as arbitrator and, if, for any reason that is not possible; the matter shall not be referred to arbitration at all. It is also a term of this contract that if the agency does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for the payment, the claim of the agency shall be deemed to have been waived and absolutely barred and the DNN shall be discharged and released of all liabilities under the contract in respect of these claims

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and, in all cases, where the total amount of the claims by any party exceeds Rs.1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues the notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator, shall, if required, to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

(B) The Decision of the Bid Inviting Authority regarding the quantum of reduction as well as justification thereof in respect of rates for sub standard work which may be decided to be accepted will be final and could not be open to Arbitration.

1. **ARTICLE 15:**

**PATENTS**

15.1 Agency shall, subject to the limitations contained in this Article, indemnify and hold DNN harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against DNN by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to agency and furnished to DNN, as long as it is used by agency for the purposes of this project only.

15.2 Similarly DNN shall indemnify and hold agency harmless from all costs, damages and expenses arising out of any claim, action or suit brought against DNN by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any information furnished to agency by DNN or by others on behalf of DNN, as long as it is used by agency or the purposes of this project only.

1. **ARTICLE 16:**

**ASSIGNABILITY**

The CONTRACT and benefits and obligations thereof shall be strictly personal to the PARTIES and shall not on any account be assignable or transferable by the PARTIES except with the prior agreement in writing.

1. **ARTICLE 17:**

**CESSATION OF AGENCY’S RESPONSIBILITIES**

Upon successful bidders’s Guarantees and Liabilities referred to in this CONTRACT having been or being deemed to have been satisfied upon expiry of twelve months from the DATE OF COMPLETION, recorded and settlement of arbitrations/disputes (if any) whichever occurs later, all responsibilities of agency under this CONTRACT shall be deemed to have been discharged.

1. **ARTICLE 18:**

**SUBLETTING/OUTSOURCING**

Successful biddershall not assign or sublet or outsource any activity within its scope of work without the written approval of the DNN.

1. **ARTICLE 19:**

**LIQUIDATED DAMAGES FOR DELAYS & NON-PERFORMANCE BY AGENCY**

If the agency is not able to get the works executed in the stipulated time frame, which results in overall delay in completion of the project then it will amount to non-performance by agency. In the event if DNN is of opinion that agency is not performing in accordance with the condition laid down in the agreement, then DNN shall impose damages @ 1% per month of delay of the tendered cost for that particular stage (to be computed on per day basis) upto a maximum limit of 10% of tendered cost. The decision of the concerned Bid Inviting Authority of DNN shall be final & binding on this account.

1. **ARTICLE: 20**

**CONFLICTOFINTEREST**

A Bidder shall not have a conflict of interest that may affect the selection process. Any Bidder found to have a conflict shall be disqualified and in that event, DNN shall forfeit and appropriate the EMD and/ or performance guarantee in full, without prejudice to any other right or remedy that may be available to DNN.

**ELIGIBILITY CRITERIA AND EVALUATION**

Bidders/Agencies thatfulfil the following criteria shall be eligible to apply:

1. Bidder can be a reputed firm, National/ Multinational proprietor, partnership firm, registered cooperative society, public or private limited company incorporated under the provisions of Indian Companies Act, 1956.
2. Joint ventures/consortium is allowed. Only 2 no. of parties in joint venture/consortium are allowed.
3. The bidders should be legally competent to enter into contract as per prevailing law.
4. Bidder should have successfully completed similar works during the last 3 years ending previous day of last date of submission of application:
5. 3 similar work each of value not less than Rs. 120 Lacs.

OR

1. 2 similar work each of value not less than Rs. 170 Lacs.

OR

1. 1 similar work of value not less than Rs. 350 Lacs.
2. The certificate of client regarding satisfactory completion and successful operation of 100 no’s of Smart Underground Waste Collection Bin for last 3 years shall be submitted.
3. Similar work: means work of providing, and installation of Smart Underground Waste Collection Bin System for collection of Municipal Solid Waste.
4. The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of receipt of application**.**
5. The average financial turnover of agency should be at least 20 % of the estimated cost put to tender during immediate last 3 consecutive financial years duly certified by Statutory Auditor.
6. Agency should not have incurred any loss in more than two years during to last five years ending 31.03.2015. Audited annual report and balance sheet duly certified by statutory audit be enclosed.
7. Solvency certificate from a scheduled bank for an amount of 10 % of estimated cost be provided.
8. The agency should be a manufacturer, authorized dealer / agency / Consortium or joint venture partner in India of underground bins in India or abroad having facilities for manufacturing the waste collection bins as specified in this Tender document.

**Evaluation:** The Technical eligibility bid shall be opened first and those bidders who are found to qualify eligibility condition, shall be declared qualified and considered for opening of financial bid.

**Evaluation and Qualification Criteria**

1. **Qualification Criteria**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **S. No.** | **Subject** | **Requirement** | **Single Bidder** | **JV / Consortium / Authorised Agency / Association** | **Documentation** |
| 1. | Technical Experience | The Tenderer shall be a manufacturer of underground / semi-underground bins in India or abroad having facilities for manufacturing the waste collection bins as specified in this Tender document and having manufactured and installed at least 100 bins in India or abroad in the period of last three (3) years.  OR  The Tenderer shall be a authorized dealer / agency / Consortium or joint venture partner in India of underground / semi-underground bins in India or abroad having facilities for manufacturing the waste collection bins as specified in this Tender document and having manufactured and installed at least 100 bins in India or abroad in the period of last three (3) years. | Shall meet on its own | Shall meet collectively | In order to prove the Technical Experience as above, the Tenderer shall attach notarized copies of manufacturing license or agency letter / agreement or joint venture agreement, as the case may be along with a certificate from a Chartered Accountant / Certified Public Accountant indicating the number of installation. |
| 2. | Product Quality | The Tenderer shall produce a certificate from its client (with an installation of at least 100 bins) in India or Abroad certifying that the underground / semi-underground bins produced by the manufacturer had a trouble free operating life of not less than 5 years based on their experience. | Shall meet on its own | Shall be met by any single partner | Notarised copy of the letter from the client as proof of the same. |
| 3. | Financial Experience | The Tenderer or the manufacturer of the  Underground / semi-underground bins shall have a minimum annual turnover of Rs. 3 crores or its equal in any foreign currency as per the annual financial statements in any of the last three years. | Shall meet on its own | Shall be met by any single partner or collectively | In order to prove the Financial Experience as above, the Tenderer shall attach a certificate from a Chartered Accountant/ Certified Public Accountant along with his Technical Proposal. |

**METHODOF BID SUBMISSION**

1. **Eligibility bid:**

The bid submission shallinclude the following mandatory documents.

1. Letter of Tender
2. Cost of bid documents and earnest money separately.
3. Manufacturers Authorisation.
4. Letter of transmittal (Annexure-I).
5. Bidder’s particulars (Annexure-II).
6. Details of similar work executed (Annexure-III).
7. Financial details of bidder (Annexure-IV).
8. Solvency certificate from scheduled bank (Annexure-V).
9. **Financial bid:**
10. It is to be submitted in Annexure-VI alongwith eligibility bid.
11. Financial bid of only those bidders shall be opened who are declared qualified in their eligibility bid.
12. The bidder shall quote their rates for each item and its total amount both in words and figures.
13. Eligibility bid shall be finalized within one week of opening of the bid.
14. Bid shall be valid for a period of 120 days from date of opening of eligibility bid.

**FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND**

1. In consideration of the Dehradun Nagar Nigam(hereinafter called “The D.N.N.”) having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “the said contractor(s)” for the work of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called “The said agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name of the bank) hereinafter referred to as “the Bank) hereby undertake to pay to the D.N.N. an amount not exceeding Rs.\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) on demand by the D.N.N.

1. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the D.N.N. stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the 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).
2. We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name of the bank) the said bank further undertake to pay to the D.N.N. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

1. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the D.N.N. under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the D.N.N.certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
2. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name of the bank) further agree with the D.N.N. that the D.N.N. shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the D.N.N. against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the D.N.N. or any indulgence by the D.N.N. to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
4. We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the D.N.N. in writing.
5. This guarantee shall be valid up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ unless extended on demand by D.N.N. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated \_\_\_\_\_\_\_\_\_\_\_ the day of \_\_\_\_\_\_\_\_\_\_ for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Indicate the name of Bank)

**FORM OF AGREEMENT**

**THIS AGREEMENT is made on .................................. day of …….................. 20…………....**

**BETWEEN**

Municipal Commissioner, Nagar Nigam Dehradun, 1 Patel Road, Dehradun (Uttarakhand) – 248001

**AND**

Bidder, \_\_\_\_\_\_\_\_\_\*\_\_\_\_\_\_\_\_\_\_\_\_having its registered office at ……………….. (Hereinafter referred to as agency) which expression shall, include its successors and permitted assigns, of the other part.

**WHEREAS DNN**intends to get thework of (Name of work: Smart Underground Waste Collection Bin System. SH: Supply & Installation of Underground Waste Collection Bins for Municipal Solid Waste at selected locations in Dehradun) (hereinafter referred to as PROJECT),

**AND WHEREAS** said agency is in the business of manufacturing, fabrication, selling and installation of municipal waste collection bin system and other services and possesses experience, expertise and knowledge in this regard,

**AND WHEREAS DNN** has selected agency to undertake the said works.

**AND WHEREAS** said agency agrees to execute the said work as per the terms and conditions for the performance of the said work as detailed herein.

**NOW THEREFORE**, in consideration of the premises and the covenants set forth in this CONTRACT, DNN&agency mutually agree and confirm the agreement detailed herein and witnessed as follows:

**Clause -1: CONTRACT DOCUMENT**

The following documents shall be deemed to form and be read and constitute part of the AGREEMENT in addition to Form of Agreement:

1. Details of the project.
2. General terms and conditions of contract.
3. Eligibility criteria and evaluation criteria.
4. All correspondence / Pre bid queries replied/Minutes of meetings etc. between DNN&agencies after the issue of RFP document till the award of work.
5. Specification of work and schedule of quantities.

**Clause-2 EFFECTIVE DATE OF CONTRACT**

This CONTRACT shall be deemed to have come into force with effect from 15th day of issue of letter of acceptance by DNN.

**Clause-3 PERFORMANCE OF AGENCY**

Agency shall perform as herein specified upon the general terms and conditions and within time frame specified in the CONTRACT.

**Clause-4 REMUNERATION AND CONTRACT PRICE**

DNN shall in consideration of the work executed, pay to agency as provided in Article 2(iii) of General Terms and Condition of contract.

**Clause-5 CONTRACT PERIOD**

On signing by DNN and agency this CONTRACT shall be deemed to have come into force from the effective date of CONTRACT i.e. from 15th day of issue of letter of acceptance by DNN and shall remain in force for 60 months. In the event of increase in the contract period due to circumstances beyond the control of either agency or DNN, nothing extra will be payable to agency beyond the quoted fee. Defect liability period shall be one year after recording date of completion.

**Clause-6 ENTIRE CONTRACT**

The Contract documents mentioned in Clause-1 hereof embody the entire CONTRACT between the PARTIES hereto, and the PARTIES declare that in entering this CONTRACT they do not rely upon any previous representation, whether express or implied and whether oral or written, or any inducement, understanding or agreement of any kind not included within the Contract documents, and unless herein incorporated all prior negotiations, representations, and/or agreements and understandings relating to the subject matter are hereby treated as null and void.

**Clause-7 JURISDICTION & APPLICABLE LAW**

Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference, any/all actions and proceeding arising out of or relative to the CONTRACT (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil Jurisdiction in this behalf at Dehradun, Uttarakhand and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts. DNN may make any byelaw(s), rules or regulation and carry out any amendment at any stage, in the rules or procedure necessary for the accomplishment of the purpose.

**The laws of India for the time being in force shall govern this CONTRACT.**

**Clause-8 NOTICES**

1. Any notice, consent, document or other communication required or permitted to be given under this contract shall be deemed to have been validly served if it is in writing and is signed by an authorized officer of the party giving the notice, and delivered or sent by registered post or by speed mail or courier to the address of the parties set out below or such other address as may be notified as the appropriate address from time to time for the purpose of this contract.

Municipal Commissioner,

Nagar Nigam Dehradun,

1 Patel Road, Dehradun

Uttarakhand – 248001,

Telephone No.: 0135 – 2655620/2653572/2658204

E-mail: [nagar\_nigam2008@yahoo.com](mailto:nagar_nigam2008@yahoo.com) and [nagarnigamddn@gmail.com](mailto:nagarnigamddn@gmail.com)

1. Date of notice of instruction shall be the day on which said notice or instruction is received.
2. Any PARTY may change its notice address at any time by so advising the other PARTY thereof in writing.

IN WITNESS WHEREOF the PARTIES hereto have duly executed this CONTRACT in two originals at the place, and date as follows:

For and on behalf of DNN for and on behalf of Agency

Name: Name:

Designation: Designation:

Place: Place:

Date: Date:

Witness Witness

1. 1.

2. 2

**ANNEXURE I TO V FOR ELIGIBILITY BID**

**Annexure-I**

**LETTER OF TRANSMITTAL**

**(To be given on Company Letter Head)**

To, Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sir,

1. I/ We have obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the office of tender inviting authority namely: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_\_\_ to \_\_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s)/ in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy available in law be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Annexure-II**

**ELIGIBILITY BID**

**PARTICULARS OF BIDDER/CONSORTIUM PARTNER**

1. Name of organization

State/country of incorporation

Registered address

Year of incorporation

Year of commencement of business

Principal place of business

Brief description of the organization

Including details of its main lines of business

1. Manufactures authorisation to produce, sell and service the equipment.
2. Authorized signatory of the tender

Name

Designation

Company

Address

Phone No. (office)

(mobile)

Fax No.

E-mail address

Signature of Authorized Signatory

(Seal of Firm)

**Annexure-III**

**ELIGIBILITY BID**

**SIMILAR WORKS SUCCESSFULLY COMPLETED BY THE BIDDER**

1. Name of project
2. Name of client’s address
3. Name, telephone no.,

fax no. of client’s representative

1. Cost of the project
2. Start date of Assignment
3. Final date of Assignment
4. Brief description of project

**Note:**

1. Use separate sheet for each similar work completed.
2. Give detail of all similar workexecuted during the period under consideration of tender
3. Attach performance certificate from client, detailing nature of work carried out cost of project as a proof of carrying out assignments.

Signature of Authorized Signatory

(Seal of Firm)

**Annexure-IV**

**ELIGIBILITY BID**

**FINANCIAL DETAILS OF TENDERER**

A. Annual Turnover

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Financial year** | **Annual Revenue** |
|  |  |  |
|  |  |  |
|  |  |  |

Average Annual financial turn over:

B. The firm has not incurred any loss for more than 2 years during the last five financial year ending **31.03.2015**

Note: Please do not attach any printed Annual Financial Statement.

Signature of Chartered Accountant Signature of Authorized Signatory

With Seal (Seal of Firm)

**Annexure-V**

**ELIGIBILITY BID**

**SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of my knowledge and information that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is a customer of ourBank is respectable and can be treated as good for any engagementupto a limit of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_.

This certificate is issued without any guarantee or responsibility on the Bank or any of the offices.

(Seal of firm) Bank’s Certificate should be in the letter head of the Bank.

**(Signature) for the Bank**

**Annexure-VI**

**FINANCIAL BID**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **SCHEDULE OF QUANTITIES** | | | | | | |
| **Name of Work:**Smart Underground Waste Collection Bin System. | | | | | | |
| **Sub Head:**Supply & Installation of Underground Waste Collection Bins for Municipal Solid Waste at selected locations inDehradun. | | | | | | |
| **S. No** | **Description of Items** | **Qty.** | **Unit** | **Rate in (Rupees)** | | **Amount (Rs.)** |
| **Figures** | **Words** |
| 1.00 | 1. Providing& Installing Smart Underground Waste Collection Bin System with sealing, stickering and civil work as per design & technical specifications. The composite underground bins shall have following provisions and specifications: 2. Reinforced prefabricated concrete bunker of 1855x1855x1970 (D) mm to store 3m³ of waste bin/container. 3. Steel lid of 1855x1855 (not occupying more space than 2 x 2 meters) to support a minimum load of 450 kg/m² with lock, hinges, gas cylinders to raise and lower the lid of underground container. Top layer of anti-skid material or equivalently matching to the pavement. 4. 3m³ MDPE Container of 1350x1300x1700mm with closed bottom galvanised 1-hook lifting system. 5. Stainless steel intake column with appropriate lid to accept the waste | 50 | Each |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| 2.00 | 1. Civil works for the installation of the Underground Bin including concrete bunker as per the technical requirement of each location. | 50 | Each |  |  |  |
| 3.00 | 1. Providing CRANE with minimum lifting capacity of 1.5 Tons from approx. 6 Meter horizontal & vertical outreach along with remote control operation, sub-frame fabrication, mounting & installation and commissioning on Compactor Truck. | 2 | Each |  |  |  |
| 4.00 | 1. Providing Compactor Truck with Chassis Eicher 1110 or Tata 1109 or Ashok Leyland 1212 or Similar with Cabin & Chassis with compactor body fabricated to fit a crane between the driver cabin and compactor body. | 2 | Each |  |  |  |

**Technical Specification& Guidelines Sheet:**

**Supply, Delivery and Installation of Smart Underground,Compactor Truck and Crane with remote control operation for Municipal Solid Waste Collection at designated locations inDehradun Nagar Nigam**

**Scope of Work:**

**Component 1: 3 cubic meter capacity underground bin**

Supply and erection of international standard underground vertical waste bins made of precast concrete bunker having water proof, closed construction, good quality. The top cover lid to be hydraulically fixable in water tight condition with necessary provision to lock the filling lid having inter-genius design, secured garbage storage, longer empty intervals, improved hygiene and space saving above ground profiles with suitable lifting MDPE/HDPE Container suitable for collecting municipal solid waste including paper glass and organic waste with an opening to receive the mixed solid waste by the user/municipal works at street-level and door-to-door collection from households and commercial establishments with a provision suitable to lift through special lift/ crane fitted on the compactor truck for emptying. The entire bin should be free from fire risk, vandalism and safety.

The Space on the bin may be so designed that it be used for running awareness among the users/citizen for safe garbage disposal. The desired colours and logo’s, are supplied as per the requirements of indenting authorities.

Specification for 3 Cubic meter model as shown in figure 1 &2 (next page):

1. One High quality stainless steel intake column with appropriate lids to accept the wasteby the user and also directly from tri-cycle (rickshaw)/ tri-cart.
2. One Steel lid with a lock for locking the raise including hinges, gas cylinders which are necessary to help the operator to raise and lower the lid of underground container to support a minimum load of 450 kg/m² not occupying more space than 2 x 2 meters that ensures tightness of the underground container when closed with top layer of anti-skid material or equivalently matching to the pavement.
3. One 3m³ with close bottom MDPE container empty weight not exceeding 150kg with galvanised 1-hook lifting system assembled on the outside part of the container.
4. One Reinforced concrete bunker to be installed fully underground that provide spade to store 3m³ waste bin/container must be prefabricated to be completely waterproof to surface and underground water.

|  |  |
| --- | --- |
| **Figure 1** | **Figure 2** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Item 1 must be customised with double opening to receive the waste by the user and also directly from tri-cycle (rickshaw)/ tri-cart. The pictorial example has been display as follows:   |  |  | | --- | --- | | **C:\Users\Albert Khan\Desktop\Test.jpg** |  | |  |  | |

**Sealing and Stickering:** The supplier shall provide separate coloured stickers on the bins marking mixed municipal waste and use pictograms writings to help people clearly identify the bins for the use of depositing general waste in the bins.

**Component 2: Crane**

Supply, installation and commissioning of a Crane with remote control operation to lift and empty the Underground Bins. The CRANE must have minimum Lifting Capacity of 1.5 Tons from approx. 6 Meter horizontal & vertical outreach along with manual outriggers hydraulic stabilizers, including sub-frame fabrication, mounting & installation and commissioning on compactor Truck.

|  |  |
| --- | --- |
| Knuckle Boom truck mounted Crane with the following specification | Hyva / Palfinger make or similar 9.5tm crane |
| Max. lifting moment | 9.5 mt/93.5 kNm |
| Max. lifting capacity | 5000 kg/55.9 kN |
| Max. Hydraulic outreach | 7.6 meters |
| Slewing angle | 380° |
| Stabilizer spread | 3.6 m |
| Width folded | 2.3 m |
| Max. Operating pressure | 290 bar |

Crane should have remote control and manual overdrive so the operator can operate the crane safely.

Crane shall be securely fitted between the truck cabin and load body with required reinforcements so that thetruck chassis or the sub frame is not damaged or cracked in due course of operations.

**Component 3: Civil Work**

Civil/Earth work excavation in all type of soil including removing the same to the nearest low-lying area and after refilling the surrounding gap between the concrete bunker for filling, strutting, barricading, shuttering, safety measures, balling out of water wherever necessary as per standard specifications. The platform of 100mm above ground level for installing the bin shall be constructed and extender to at least 100mm on all sides. The platform/slope required shall be finished with anti-skid tiles or paving blocks.

**Component 4:Compactor Truck for Collection of Municipal Solid Waste**

Compactor Truck with Chassis Eicher 1110 or Tata 1109 or Ashok Leyland 1212 or Similar with Cabin & Chassis with compactor hydraulically controlled up & down operation mend for easy collection and disposal of municipal solid waste collection. Hydraulically controlled open and close rear tail gate and roof divided in 2 parts. The compactor body must be so fabricated that it should be intended to fit a crane between the driver cabin and compactor body.

**SPECIFICATION OF COMPACTOR TRUCK CHASSIS & BODY FOR COLLECTION OF MUNICIPAL SOLID WASTE**

|  |  |
| --- | --- |
| Truck Chassis and Compactor with following Body Specification Details | EICHER 1110 or TATA LPT 1109 / or Ashok Leyland 1212 or Similar |
| **Truck:** | |
| Engine | 4 Cylinders, DI Turbo-Charged |
| Loading Capacity (GVW) | 12 Tonnes or above |
| Axles | 4 x 2 |
| Payload | 6 Tonnes or above |
| Wheelbase | 3600mm or above |
| Steering | Power |
| Cabin & Chassis | YES |
| Emissions | BSIII or as applicable at the time of supply |
| PTO | As recommended by the truck chassis manufacturer |
| **Compactor Body:** | |
| Main Container Body | St-52/Equivalent  Side Sheet Thickness: 3mm  Roof Sheet Thickness: 3mm  Floor Sheet Thickness: 5mm |
| Refuse Ejection Barrier | St-52/Equivalent of 3mm |
| Tailgate Floor | Hardox 400/Equivalent of 5mm |
| Sweeping plate | Hardox 400/Equivalent of 5mm |
| Body Volume | 7 - 8 m3 |
| Type of operation | Loading with hydraulic operation |
| Hydraulic Cylinders | 9 double acting cylinders for all operation including bin lift & emptying |
| Hydraulic Pump | Gear/Vane pump (52 cc/rev) |
| Hydraulic Tank | 60 to 80 litres |
| Operating Pressure of the System | 165 – 175 bar |
| Operating Pressure of the Pump | 165 – 175 bar |
| Max. peak pressure produced by pump | 275 bar |
| Hydraulic Oil Specifications | ISO grade 68 AW |
| Leachate Collection | Built in sump for collection of leachate |
| Hydraulic fitting, rubber and other metal fittings | All complete |
| Hydraulic Tank with Structure | Complete |
| Check Valve, Central Valve and Compound Valve | As required |
| Channel size (Bottom) | 4 x 6” |
| Hydraulic Oil | 60 - 80 Litres |
| Complete Painted Body | Green Colour |

The Tipper Truck, Body and Crane must consist of the following:

Truck chassis with suitable sub-frame fabrication.

Knuckle Boon Truck mounted Crane with remote.

Compactor -

Main body or Container.

Hopper.

Packing Mechanism

Refuse Ejection Barrier

Hydraulic Operating System

Control Station

1. Main Body or the Container:
   1. Smooth and rounded side wall and rook design
   2. Constructed with structural steel with solid sub frame
   3. Compactor container body with good aesthetics look and improved features.
   4. The body must be with combination of Ejector plate, Hopper, Sweeper, Packer and Bin Lifters.
2. Hopper:
   1. Optimised 1.6 or more m3 swept volume capacity to reduce wear & tear and fuel consumption
   2. Full 1.9m uncluttered loading width.
   3. Integral full height body/hopper seal fitted to prevent liquid leakage from bottom edge and hopper sides
   4. High wear resistant steel for hopper plate.
3. Packing Mechanism:
   1. Proven two-plate fabricated packer/sweeper design
   2. Sweeper plate manufactures using high tensile abrasion resistant steel.
   3. Packing mechanism by dual packer cylinder and dual sweeper cylinder.
4. Hydraulic operating system:
   1. Rugged PTO mounted standard gear pump
   2. Body mounted tank
   3. Pneumatic throttle control system with push button provided in chassis cabin
   4. Separate 2 spool hydraulic directional control valves with manual levers control for all system function.
   5. Over centre valve on each tailgate cylinder to avoid sudden fall of tailgate with in raised condition.
   6. Body side mounted hopper lift cylinders
5. Control Station:
   1. Compaction mechanism control station to be provided at the rear of the vehicle. Control station must be location outside the body to enable the operator to supervise the whole operation.
   2. External discharge control station to be provided at the front of the body for ejection mechanism and lifting the tailgate.

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1. **Construction Requirements:**
   1. **3 Cubic Metre Capacity Bin (General Waste)**

Underground waste bin technology is the latest technology used at Suburban and Residential areas all over the world. These bins are made of precast concrete bunker having water proof, closed construction, hydraulically fixed water tight top cover lid with necessary provision to lock the filling lid for secured garbage storage in MDPE/HDPE Container suitable for collecting segregated municipal solid waste i.e. biodegradable/organic and recyclable from the top separately. This product is customised to be installed at city road or pavement to receive the solid waste by the users/citizens and also by municipal workers engaged in collection of municipal waste.

* 1. **Installation Procedure:**
     + Pit excavation
     + Construction of 100mm x 100mm square concrete foundation
     + Installation/unlading of concrete bunker
     + Loose filling and closing of the pit surroundings and installation of the container
     + Laying of water drainage channels
     + Rebuilding of surroundings/pavement as per the requirement of location.

|  |  |  |
| --- | --- | --- |
| **Digging & concrete foundation** | **Unloading the bunker** | **Installation of bins** |
|  |  |  |
| **Filling & closing the pit** | **Laying drainage channel** | **Laying surrounding pavement** |
|  |  |  |