## कार्यालय नगर आयुक्त, नगर निगम रूद्रपुर (ऊधमसिंहनगर)

Tel--05944-242400 e-mail:- nagarnigamrudrapur@gmail.com visit-www.nagarnigamrudrapur.com

पत्रांक - 1542/स्वा0अनु0/2023-24

दिनांक-15 सितम्बर, 2023

#### NOTICE INVITING TENDERS

Online bids are invited from experienced bidders for the Selection of Project Monitoring Unit (PMU) for Providing Monitoring Unit for Solid Waste Management (SWM) Project at Nagar Nigam Rudrapur.

- The bidders shall have to submit their bids online on the website www.uktenders.gov.in and upload the relevant documents from 16-09-2023, 11:00 am to 29-09-
- The bidders intending to participate in this tender are required to get enrolled/ registered on the e- procurement web site https://uktenders.gov.in Enrolment /registration on the above portal is mandatory.
- Conditional tender will not be accepted and liable to be rejected. Nagar Nigam Rudrapur reserves the right to accept or reject any or all tender without assigning any reasons

(नरेश चन्द्र दुर्गापाल) नगर आयुक्त नगर निगम, रूद्रपुर, (ऊ०सिं० नगर)

(रामपाल सिंह) नगर निगम, रुद्रपुर, (ऊ०सिं० नगर)



कार्यालय नगर आयुक्त, नगर निगम रूद्रपुर (ऊधमसिंहनगर)



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पत्रांक -

/स्वा०अन्० / 2023-24

दिनांक-

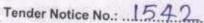
सितम्बर, 2023

प्रतिलिपि:- निम्न कों सूचनार्थ एवं नोटिस बोर्ड पर चस्पा हेत्।

- 1. कार्यालय जिलाधिकारी, ऊधमसिंह नगर ।
- 2. कार्यालय मुख्य विकास अधिकारी, ऊधमसिंह नगर।
- 3. कार्यालय वरिष्ठ कोषाधिकारी, ऊधमसिंह नगर।
- कार्यालय उपजिलाधिकारी, ऊधमसिंह नगर।
- 5. कार्यालय नगर निगम, रुद्रपुर, ऊधमसिंह नगर।
- 6. सम्पादक, दैनिक समाचार पत्र राष्ट्रीय सहारा एवं पायनियर को इस आशय से प्रेषित कि उपरोक्त ई-निविदा सूचना को 6x8 सेमीo साईज में अपनी व्यवसायिक दरों में 30 प्रतिशत या उससे अधिक छूट देते हुए अपने समाचार पत्र के आगामी अंक में प्रकाशन का कष्ट करें तथा भुगतान हेतु बिल के साथ समाचार पत्र की दो प्रति सहित इस कार्यालय को उपलब्ध कराने का कष्ट करें।
- 7. श्री तपन कुमार राय, डा.ई.आ., नगर निगम रूद्रपुर को इस निर्देश के साथ प्रेषित कि उपरोक्त निविदा सूचना एवं निविदा की शर्तों को उपरोक्तानुसार उत्तराखण्ड शासन की वेबसाइट www.uktenders.gov.in एवं नगर निगम, रुद्रपुर की वेबसाइट www.nagarnigamrudrapur.com पर अपलोड करना सुनिश्चित करें।

नगर आयुक्त नगर निर्मम, रुद्रपुर ऊधमसिंह नगर

### RUDRAPUR NAGAR NIGAM



Dated: 15 09 2023

### NOTICE INVITING TENDERS

Online bids are invited from experienced bidders for the following work as listed below and will be received online on the website <a href="www.uktenders.gov.in">www.uktenders.gov.in</a> as per time schedule (key dates) in the notice published on the above website.

1.	Name of the work	Request for Proposal (RFP) for Selection of Project Monitoring Unit (PMU) for Providing Monitoring Unit for Solid Waste Management (SWM) Project at Rudrapur Nagar Nigam (RNN) of Uttarakhand
2,	Mode of Bid Submission	Online
3.	Tender Fee and Bid Security	Tender Fee: Rs 5000.00(Five Thousand Only) in for DD in favor of Municipal Commissioner, Nagar Nigam Rudrapur Bid Security: Rs 25000.00(Twenty-Five Thousand Only) in for DD /FDR in favor of Municipal Commissioner, Nagar Nigam Rudrapur
4.	Date / Time of Publication of Tender on Website	16/09/2023, 11:00 am
5.	Date of Pre-bid meeting	22/09/2023, 11:00 am
6.	Last Date / Time of Bid Submission	29/09/2023, 05:00 pm
7.	Last Date / Time of Submission of Tender Fee & EMD	
8.	Date of Bid Opening	30/09/2023, 12:00 am
9.	Bid Submission Address	Nagar Nigam Rudrapur
10.	Helpline No. of e-Procurement Cell	- Kodrapar

#### Note:

 The bidders shall have to submit their bids online and upload the relevant documents from as per key schedule (key dates).

The bidders intending to participate in this tender are required to get enrolled/ registered on the
e- procurement web site <a href="https://uktenders.gov.in">https://uktenders.gov.in</a> Enrolment /registration on the above portal is
mandatory.

Tender documents can be purchased only online from <a href="https://uktenders.gov.in">https://uktenders.gov.in</a> by making online payment as specified above as per key dates. The Bidders shall have to submit their Bids online and upload the relevant documents from as per time schedule (key Dates).

Conditional tender will not be accepted and liable to be rejected. RNN reserves the right to accept
or reject any or all tender without assigning any reasons thereof.

Municipal Commissioner, Rudrapur Nagar Nigam



#### NAGAR NIGAM, RUDRAPUR

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF PROJECT MONITORING UNIT (PMU) FOR PROVIDING MONITORING UNIT FOR SOLID WASTE MANAGEMENT (SWM) PROJECTAT RUDRAPUR NAGAR NIGAM OF UTTARAKHAND

NIT No.: 1542 Dated: - 15 /09/2023

Municipal Corporation, Rudrapur Nainital Road, Near Indira Chauraha, Rudrapur, Distt: Udhamsingh Nagar Uttarakhand-263153

#### **DISCLAIMER**

- 1. Though adequate care has been taken while issuing this Offer Document, the Consultants should satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office (as mentioned below) immediately. If no intimation is received by this office within 3 days from the date of issue of the Offer Document, then this office shall consider that the document received by the Consultants is complete in all respects and that the Consultants is satisfied that the Offer Document is complete in allrespect.
- 2. **Municipal Corporation, Rudrapur**reserves the right to change any or all of the provisions of this Offer Document before date of submission. Such changes would be intimated to all parties procuring this Offer Document before date of submission.
- 3. **Municipal Corporation, Rudrapur**reserves the right to reject any or the entire offer without assigning any reasons whatsoever. No correspondence will be entertained on this account.

Sd/-

Municipal Commissioner Municipal Corporation, Rudrapur

#### **MUNICIPAL CORPORATION, RUDRAPUR**

Request for Proposal (RFP) for Selection of Project Monitoring Unit (PMU) for Providing Monitoring Unit for Solid Waste Management (SWM) Project at Rudrapur Nagar Nigam (RNN) of Uttarakhand.

NITNo: 1542 Date: -15-09-2023

- 1. Rudrapur Nagar Nigam invites proposal for Request for Proposal (RFP) for Request for Proposal (RFP) for Selection of Project Monitoring Unit (PMU) for Providing Monitoring Unit for Solid Waste Management (SWM) Project at Rudrapur Nagar Nigam (RNN) of Uttarakhand.
- 2. Accordingly, online proposal is invited from experienced and well qualified consultants of international / national repute having adequate experience of similar fields in India or abroad, and capable in providing the Services in aforementioned Rudrapur Nagar Nigam (RNN) of Uttarakhand.
- **3.** The last date for submission of offers is 29-09-2023, 05:00 p.m.
- **4.** All communications including the submission of bid should be addressed to:

#### Municipal Commissioner, Nainital Road, Near Indira Chauraha, Rudrapur, Distt: Udhamsingh Nagar, Uttarakhand-263153

- 5. **The technical part of this offer shall be opened on 30/09/2023 at Rudrapur Nagar Nigam**in the office of **Municipal Commissioner**. The Applicant Firm or his duly authorized representative may be present during opening of the technical bid.
- 6. **Municipal Commissioner, Rudrapur Nagar Nigam** reserves the right to accept or reject in part or as a whole any of the proposal received without assigning any reason thereof.
- a. Tender Fee, Earnest Money Deposit (EMD) of Work is defined in Table 1.1.

Table - 1.1					
Sr. No.			Cost of Tender Document	Period Of services	
1	Selection of Project Monitoring Unit (PMU) for Providing Monitoring Unit for Solid Waste Management (SWM) Project at Rudrapur Nagar Nigam (RNN)	in the form of BG/Fixed Deposit Receipt infavor of "Municipal Commissioner, Rudrapur Nagar Nigam"		1 Year	

7. Schedule date of submission/opening of online tender are as given in Table 1.2.

Sl. No.	EVENTS	DATE
1.	Issue of RFP	
2.	Site Visits	
3.	Last date for receiving queries	
4.	Pre-Bid meeting	22-09-2023
5.	Proposal due date	

6.	Hard Copy Submission	30-09-2023, 11:00 am
7.	Opening of technical bid	30-09-2023, 12:00 am

- 8. Tender fee and EMD in original shall be submitted in the Office of Municipal Commissioner, Rudrapur Nagar Nigam on all working days between 10:00 Am to 05:00 PMat Nainital Road, Near Indira Chauraha, Rudrapur, Distt: Udhamsingh Nagar, Uttarakhand-263153 either by registered post/Speed post or by hand. Only those bids will be entertained whose Tender fee and EMD is received before 10:00 Am to 05:00 PMRudrapur Nagar Nigam will not be held responsible for the postal delay, if any, in the delivery of the document or non-receipt of the same.
- 9. Pre-bid Conference will be held on 22/09/2023, 11:00 a.m. to clarify the pre-bid queries. All the consultants who are interested are requested to attend the pre-bid meeting.
- 10. The Bidder shall furnish Earnest Money Deposit (EMD) for the amount as mentioned in column 3 (as shown in table 1.1). EMD shall be in form of Bank Guarantee/FDR drawn on a Nationalized/Scheduled Bank in favor of "Municipal Commissioner, Rudrapur Nagar Nigam.
- 11. Tender Fee and Earnest Money Deposit (EMD) envelop should contain the NIT No. and offer notice no. and be addressed to the Municipal Commissioner, Rudrapur Nagar Nigam Nainital Road, Near Indira Chauraha, Rudrapur, Distt: Udhamsingh Nagar, Uttarakhand-263153, with detail of bidder's addresses aswell.
- 12. The undersigned reserves the right to accept or reject all proposals without assigning any reason. It also reserves the right to postpone or to cancel the invitation and pre-bid meeting.

Sd/-

Municipal Commissioner Municipal Corporation, Rudrapur

Request for Proposal (RFP) for Selection of Project Monitoring Unit (PMU) for Providing Consultancy for Solid Waste Management (SWM) Project at Rudrapur Nagar Nigam (RNN) of Uttarakhand	Services
Section-1 Instruction to Consultants	

#### 1. INTRODUCTION

- **1.1** Rudrapur Nagar Nigam intends to appoint a consultant to provide its services for "Request for Proposal (RFP) for Selection of Project Monitoring Unit (PMU) for Providing Monitoring Unit for Solid Waste Management (SWM) Project at Rudrapur Nagar Nigam (RNN) of Uttarakhand."
- 1.2 Rudrapur Nagar Nigamissues these documents to select the consultant in accordance with the method of selection specified in the Clause 12 of Section-1 for services required for "Request for Proposal (RFP) for Selection of Project Monitoring Unit (PMU) for Providing Monitoring Unit for Solid Waste Management (SWM) Project at Rudrapur Nagar Nigam (RNN) of Uttarakhand. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Bidder.
- **1.3** The successful Bidder shall be expected to render the services for the period specified in clause 5 ofsection2.

#### 1.4 ProjectBackground

This is a Request for Proposal (RFP) for Selection of Project Monitoring Unit (PMU) for Providing Monitoring Unit for Solid Waste Management (SWM) Project at Rudrapur Nagar Nigam (RNN) of Uttarakhand.

#### 2. MINIMUMELIGIBILITYCRITERIA

#### **2.1** Technicalcapabilities:

2.1.1 The Consultant shall have successfully completed at least one DPR of Solid Waste Management and Legacy Waste of town with minimum population of 40,000 and one Project Monitoring Unit/Independent Engineer/Authority's Engineer/Construction Supervision or at least one-year supervision for an ongoing project of SWM in last 10 (Ten) years from the date of publication of the RFP. The proof of such engagement shall be provided in the form of client Work Order and Completion Certificate (or Client Certificate of satisfactory services for ongoing project) with details of Scope of Work, date of start and completion of assignment and Consultancy fee value.

#### 2.1.2 "Similar Projects" are definedas:

- Solid Waste Management Project with Processing / Treatment and Landfill Disposal Facility
- 2.1.3 The Consultants must have adequate expertise, equipment's and manpower to supervise the work and to assist the RNN to complete the project within the stipulated time.
- 2.1.4 Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.1.5 The Consultant shall not be blacklisted/debarred by any State/Central Department or PSU or Autonomous bodies. The applicant must submit a duly notarized affidavit to this effect. Applications received without this declaration shall stand automaticallyrejected.

#### 2.2 Financial capabilities of Leadmember:

- 2.2.1 Consultant should have minimum average annual turnover of Rs. 1.0 Crore in last three financial years from the date of publication of the RFP. (Last 3 (Three) financial years read as 2019-20, 2020-21,2021-22).
- 2.2.2 Consultant should have a positive net worth in last three years from the date of publication of the RFP.
- 2.2.3 Shall submit a copy of PAN Card.
- 2.2.4 Shall submit balance sheet, turnover detail & Profit & loss account statement for last three financial years duly certified by Charter Accountant.

#### 3. ELIGIBLEBIDDERS

- **3.1** In order to qualify for the bid, the consultant may be:
  - 3.1.1 A Company registered under Company's Act 1956or2013orSole Proprietor shipor
  - 3.1.2 A Partnership firm or Limited Liability Partnership registered under 'The Limited LiabilityPartnershipAct,2008
  - 3.1.3 Copy of Certificate of Incorporation/Registration/Partnership Deed.
  - 3.1.4 Government Institution/PSU/Govt. established Autonomous bodies.
  - 3.1.5 Experience in any one ULBs in providing Management Consultancy/ Project Management Unit/ Project Development Services for Solid Waste Management Projects with ULB populationmore than 5 lakhs
  - 3.1.6 [V/Consortium work ordersExperience will also be considered as eligible bidders.
  - 3.1.7 JV/Consortium of maximum two members is allowed.

#### 4. LANGUAGE OF THEOFFER

**4.1** Applicant Firms are required to furnish all information and documents, as called for in this Document, in English Language. Any printed literature furnished by the Applicant Firm may be in another language, provided that this literature is accompanied by an English translation, in which case, for the purpose of interpretation of the document, the English version duly authenticated willprevail.

#### 5. SIGNING OFTHEOFFER

**5.1** Consultant shall ensure that the online submitted RFP Document and the Technical Proposal/Financial Proposal must be page numbered and signed by the duly authorized person holding power of attorney for signing the offer document. A copy of registered power of attorney shall accompany theoffer.

#### 6. COST OFOFFER

- **6.1** The Applicant Firm shall bear all costs associated with the preparation and online submission, including cost of presentation for the purposes of clarification of the Offer, if any.
- **6.2** Any Applicant Firm wishing to undertake site visits for familiarization with site conditions, may do so. All costs towards site visits, conference and submission of documents shall be borne by the Applicant Firm themselves.

**6.3** All payments to the Consultant shall be made in INR in accordance with the provisions.

## 7. RUDRAPUR NAGAR NIGAM'SRIGHT TO ACCEPT ANY OFFER AND TO REJECT ANY ORALLOFFERS

- **7.1** The decision of the RudrapurNagar Nigamregarding the opening of offers, evaluation and acceptance of the offer shall be final and binding on all the ApplicantFirms.
- **7.2** RudrapurNagar Nigamreserves the right to accept or reject any offer, and to annul the offer process and reject all offers at any time prior to award of Offer, without thereby incurring any liability to the affected Applicant Firm or Applicant Firms or any obligation to inform the affected Applicant Firm or Applicant Firms of the grounds for the Rudrapur Nagar Nigam decision.

#### 8. PERFORMANCEGUARANTEE

- **8.1** The selected applicant shall submit irrevocable performance bank guarantee, in prescribed format- Form No. F-8 from a scheduled commercial bank, at the time of signing theagreement.
- **8.2** The successful applicant shall provide a Bank Guarantee amounting to **10% of the total Consultancy feet** owards Performance Guarantee in favor of **Municipal Commissioner**, **Rudrapur Nagar Nigam**Payable at **Rudrapur**for the agreement period.

#### 9. SIGNINGOFAGREEMENT

- **9.1** On receipt of the letter of intent (LOI), the successful Applicant Firm will report in the **office of the Municipal Commissioner, Rudrapur Nagar Nigam**with required non-judicial paper of appropriate amount, Performance Guarantee within 15 (fifteen) days, for signing the formal agreement between the parties.
- **9.2** The signing of the agreement shall take place only after furnishing of performance guarantee as per clause 8.2. The agreement will be signed by the legally authorized person of the Applicant Firm. If the applicant fails to sign the agreement as per clause 9.1 in the specified period, the Ernest Money Deposit (EMD), shall be forfeited.

#### 10. TIME SCHEDULEOFCONSULTANCY

**10.1** The consultant is appointed for providingMonitoring Unit for Solid Waste Management (SWM) Project at Rudrapur Nagar Nigam of Uttarakhand for a period of 1 years expendable to 2 years.

#### 11. INFORMATION FOR CONSULTANTS FOR SUBMITTING THE ONLINEOFFERS

#### 11.1 The Submission of Offers:

11.1.1 Each submitted online offer should be complete in all the respects, including attachment of copy of the Tender fee and EMD, which must accompany each submitted Offers. The Offers should enclose duly filled forms as annexed along with Work experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment

- and the proposed work plan methodology and approach in response to suggested terms of reference. Necessary document in support of technical capabilities in annexed format must be submitted online.
- 11.1.2 An affidavit swearing the correctness of technical data furnished also must be submitted as per the annexed format(T-7).
- 11.1.3 Financial proposal as per form T-6 should be submitted in separate financial proposal by Lead Partner in onlinefolder.
- 11.1.4 The Tender fee along with the EMD as described in Procurement notice should be in a sealed cover which will be received in the officeof: Municipal Commissioner, Rudrapur Nagar Nigam.

#### 11.2 Technical Proposal

While submitting the online Technical Proposal, the Applicant firm shall ensure the submission of following documents:

- 11.2.1 The required similar work experience completion certificate and all requisite details.
- 11.2.2 All forms are submitted in the prescribed formats and signed by duly authorized signatories along with all relevant supporting documents;
- 11.2.3 Power of Attorney, if applicable, is executed as per Applicable Laws;
- 11.2.4 CVs of all Personnel have been included along with all relevant supporting documents;
- 11.2.5 Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down in theRFP.
- 11.2.6 The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in theRFP.
- 11.2.7 Key Personnel proposed have good working knowledge of the respective fields.
- 11.2.8 No Key Personnel should have attained the age of 65(sixty-five) years at the time of submitting theproposal.
- 11.2.9 If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of **Rudrapur Nagar Nigam**for a period of 3 (three) years. The award of this Consultancy to the Applicant Firm may also be liable to cancellation in such an event.
- 11.2.10 The Technical Proposal shall not include any financial information relating to the Financial Proposal except turnover details as per clause 2.2 ofsection1.
- 11.2.11 The proposed team shall comprise of experts and specialists in their respective areas of expertise and managerial/support staff such that the Consultant should be able to provide all the required Monitoring Unit within the specified timeschedule.
- 11.2.12 RNN reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by RNN to undertake such verification shall not relieve the Applicant Firmofits obligations or liabilities hereunder nor will it affect any rights of RNN the render.

#### 11.3 Financial Proposal

- 11.3.1 Tenders are required to submit their financial Bid quoting consultancy fees as per Form T-6 of thisdocument.
- 11.3.2 The total amount indicated in the financial Bid shall be without any condition attached or subject to any assumption.

- 11.3.3 The Financial bid should be submitted online in a format as per Form T-6. Financial proposal in any other format shall be rejected for further Evaluation.
- 11.3.4 The financial Bid shall include all the expenses required for the assignment and all the tax liabilities except the GST (as applicable). The applicable Goods Service Tax (GST) alone is reimbursable by the client. Kindly contact the concerned tax authorities for further information in this regard ifrequired.
- 11.3.5 The ULB wise status of the Solid waste management project are asfollows:

#### 11.3.6

Sr.No.	Name of ULBs	No of Wards	Area (Sq.km)	Population (as per 2011 census
1.	Rudrapur Nagar Nigam	40	55.22	175723

#### 12 EVALUATION OF THE OFFER

12.1 The offers submitted will be evaluated using the following criteria:

S. No.		Maximum Marks	Marks Obtained
	General Experience of the organization in the field		
1	a.) Experience in Last 10 years in preparation of SWM DPR of minimum population of 40,000. (DPR must be technically sanctioned & and also have administrative approval from competent authority) = (No of DPR Prepared (for each DPR project 5 marks) x 6 points maximum up to 30 marks)	30	
2	b.) Past Experience in the last 10 years, The Consultant on its own shall have successfully complete done Project ManagementConsultant/Independent Engineer/Authority's Engineer/Construction Supervision or at least one-year supervision for an ongoing project of SWM in last 10 (Ten) years from the date of publication of the RFP. (For each project 5marks) x4 points maximum up to 20 marks).	20	
3.	c)Past Experience in the last 10 years, for preparing DPR of Bioremediation of legacy waste (For each project 5 marks) x 2 points maximum up to 10 marks)	15	
4.	Experience in any one ULBs in providing Management Consultancy/ Project Management Unit/ Project Development Services for Solid waste Management Projects with ULB population more than 2 lakhs (JV/Consortium work orders/Experience will also be considered as eligible bidders).	5	
	Qualification & Experience of the Proposed Team		
5.	Qualification & Experience of the Proposed Team (Please refer the Experts & Inputs table below)	15	
6.	Adequacy of proposed approach & methodology for DPR preparation for SWM		
	a.) Technical approach & methodology. For DPR Preparation& PMC work of Solid Waste Management	7.5	
	b.) Work plan	7.5	

Total Points -	100	

12.2The number of points to be given under each evaluation sub-criteria for firm's year of similar work experience in the field of assignment and firm technical staff, management skill, proposed work plan and methodologyare:

#### 12.3 KeyPositions:

Sr.N o.	Key Position	No. ofPerson s	Qualification and Total Experience	Relevant Experience	Marks
1	Team Leader Cum SWM expert (Full Time)	1	Qualification: Graduate in Civil/Municipal/ Environmental l Engineering Total Experience: Minimum10 years	Minimum 5 years of experience in SWM projects leading at least 1similar project as TeamLeader for desirable duration.	<b>Total Marks -10</b> Qualification – 5 marks  Total Experience –  5Marks
2	Team Member –MIS Expert (Full Time)	1	Qualification: Graduate in ComputerEngineering/ MCA/BCA Total Experience: Minimum 3 years	Minimum 3 years' experience in SWM projects	5Qualification – 2

12.4 The consultant may in addition if required, procure the services of additional experts as per the requirement of the client at the rate agreed mutually.

#### 12.5 Description of Approach, Methodology and Work Plan on the basis of Site Appreciation

Sr.	<b>Evaluation Parameters</b>	Marks
No.	Technical Approach and Methodology: In this	7.5 marks
1	chapter, please explain your understanding of the objectives of the assignment, approach to theservices, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the Proposed approach.	7.5 marks

2	Work Plan on the basis of site appreciation: In this	7. 5 marks
	chapter,please propose the main activities of the	
	assignment, their content and duration, phasing and	
	interrelations, milestones (including interim	
	approvals by the Client), and delivery dates of the	
	reports. The proposed work plan should be consistent	
	with the technical approach and methodology,	
	showing understanding of the WORK/PROJECT SITE,	
	manpower schedule and also the TOR and ability to	
	translate them into a feasible working plan. A list of	
	the final documents, including reports, drawings, and	
	tables to be delivered as finaloutput,	
	Should be included here.	

#### 13 DECIDING AWARDOFOFFER

Quality and competence of the consulting service shall be considered as paramount requirement. Quality and Cost Based Selection (QCBS) method for selection of suitable consultant for providingMonitoring Unit shall be done. The decision of the award of the offer would be as defined:

#### 13.1 Evaluation of Proposal

- 13.1.1 Analysis of technical bid
  - i. The technical bid will be analyzed and evaluated and the technical bid marks shall be assigned to each bidder on the basis of above-mentioned evaluation matrix
  - ii. Each criterion will have specific score and only those Technical Bids receiving marks greater than or equal to cut-off marks i.e., 70% will be eligible for consideration in financial bids. If required, the Authority may seek specific clarifications from any or all Bidder(s) at this stage. The Authority shall determine the Bidder that qualify, for the next phase after reviewing the clarifications provided by the Bidder(s). The bidder may be asked to make a presentation before the Purchase Committee to explain the points on the basis of which technical bids will be evaluated.

Technical Bid Score: The Technical Bid score 'St' of the Bidder shall be derived as under

St = (Stm/SH) \*100, where

St is the Technical Bid Score

Stm: Score obtained by the concerned bidder

SH: Highest total technical bid marks amongst all evaluated bids.

• The Authority reserves the right to modify the evaluation process at any time during the RFP process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder of any such change. At any time during the process of evaluation the Authority may seek specific clarifications from any or all Bidder(s).

In this phase, the Financial Bids of the Bidder, who are technically qualified in phase I, shall be considered. Formula to determine the scores for the Financial Bids shall be as follows

Sf = (FL / F) \*100, Where

Sf is the Financial Score

FL is the value of lowest Commercial Bid

F is the price quoted in the bid under consideration,

13.1.3 Phase III: combined Evaluation of technical & Financial Bid

The Total score of the Bidder will be determined as under

Total Score (Ts)=  $(0.70 \times St) + (0.30 \times Sf)$ 

13.1.4 The Bid of the Bidder, who obtains the highest Ts value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (St) will be rated as the best bid. Beyond that Authority will decide the matter in its full discretion.

#### 14 NEGOTIATIONS AND WEIGHTOFOFFER

- 14.1 The consultants must be prepared to furnish the detailed cost breakup and other clarifications with respect to the proposals submitted by him, as may be required to adjudge the reasonableness of his priceproposals.
- 14.2 If the negotiations with the consultant / firms are successful, the award will be made to him. If negotiations fail, then the second highest rank consultant may be invited for negotiations.

#### 15 PRE-BIDMEETING

- 15.1 Pre-bid meeting of the Applicant Firms shall be held on \_\_\_\_\_ at 1500 Hrs. at**Municipal**Commissioner, Rudrapur Nagar Nigamoffice. A maximum of two representatives of each

  Applicant firm shall be allowed to participate on production of an authority letter from the Applicantfirm.
- 15.2 During the course of Pre-bid meeting, the Applicant firms will be free to seek clarifications and make suggestions for consideration of RNN.The **Municipal Commissioner**, **Rudrapur Nagar Nigam** shall Endeavour to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive SelectionProcess.

#### 16 OTHER TERMSANDCONDITIONS

- 16.1 The Consultant shall abide by the instructions issued by the **Municipal Commissioner**, **Rudrapur Nagar Nigam** to him fromtime to time for the timely completion of the assignedservices.
- 16.2 Any entity which has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from

- participating in any project, and the bar or blacklisting subsists as on the date of Proposal, would not be eligible to submit Proposal either by itsel for through its consortium member.
- 16.3 An Applicant Firm or its Consortium consultant should have, during the last five years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant Firm or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant Firm.
- 16.4 While submitting a Proposal, the Applicant Firm should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicant Firms may format the specified forms making due provision for incorporation of the requestedinformation.

#### 16.5 Clarifications:

- 16.5.1 Applicants requiring any clarification on the RFP may send their queries to the **Municipal**Commissioner, Rudrapur Nagar Nigam in writing before the pre-bid meeting. The queries should be sent to Nainital Road, Near Indira Chauraha, Rudrapur, Distt: Udhamsingh Nagar,

  Uttarakhand-263153. The Municipal Commissioner, Rudrapur Nagar Nigamshall endeavor to respond to the queries within the period specifiedtherein.
- 16.5.2 Municipal Commissioner, Rudrapur Nagar Nigam will post the reply to all such queries on the e-portal Website of Uttarakhand Government. Municipal Commissioner, Rudrapur Nagar Nigamreserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause, shall be construed as obliging Municipal Commissioner, Rudrapur Nagar Nigam to respond to any question or to provide anyclarification.

#### 16.6 Amendment of RFP:

- 16.6.1 At any time prior to the deadline for submission of offer, **Municipal Commissioner**, **Rudrapur Nagar Nigam**, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant Firm, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the e-portalWebsite.
- 16.6.2 In order to afford the Applicant firms a reasonable time for taking an amendment into account, or for any other reason, **Municipal Commissioner**, **Rudrapur Nagar Nigam** may, in its sole discretion, extend the Offer Submission/OpeningDate.
- 16.6.3 The Applicant Firms shall submit the offer online in PDF format with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant Firm as per the terms of the RFP.
- 16.6.4 The Consultant may familiarize itself with local conditions and take them into account in preparing the Proposal. Consultant may visit the Client and Site before submitting a proposal and obtain for itself on its own responsibility all information that may be necessary for preparing the proposal and entering into a contract. The costs of visiting the Client shall be at the Consultant ownexpense.

#### 17 Substitution of KeyPersonnel

- 17.1 Municipal Commissioner, Rudrapur Nagar Nigamshall not consider any request of the Selected Applicant Firm for substitution of Key Personnel as the qualification of the Applicant Firm is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of Municipal Commissioner, Rudrapur Nagar Nigam
- 17.2 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant Firm or termination of the Agreement.
- 17.3 The Consultancy Firm shall have to open an office at the respective ULBs with all the required Key Personnel residing for thework.
- 17.4 In the event that any of the personnel is found by the Municipal Commissioner, Rudrapur Nagar Nigam to be incompetent, or guilty of misbehavior or incapable in discharging the assigned responsibilities satisfactorily, the RNN may instruct by giving a notice of 15 (Fifteen) days to the consultant, at the expense of the consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Municipal Commissioner, Rudrapur Nagar Nigam.
- 17.5 The decision of **Municipal Commissioner**, **Rudrapur Nagar Nigam** in such as event shall be final and binding on the consultant.

# Section -2 <u>Term of Reference & ScopeofServices</u>

#### 1. Objective of the Assignment

Solid waste management includes all activities that strive to minimize health, environmental and aesthetic impacts of solid waste. Negative impacts of unmanaged solid wastes on society are huge, ranging from air pollution to water poisoning and disease. It is envisaged that the proposed SWM project will address the above issues being faced or likely to be faced Rudrapur Nagar Nigam in Uttarakhand and comprise the following salientfeatures:

- An efficient system having the ability to collect, manage and dispose solid waste properly.
- A system that is customized to the areas requirements and shortcomings.
- An affordable system
- Technology that is easy to maintain and in line with the global standards, as far as feasible.
- Preferably a system that offers by-products/end-products of collected waste in shape of energy, fertilizer/compact etc. As feasible and suitable.

The focus of this proposed SWM project will be the PMU Services for monitoring the collection, transportation recycling, resource recovery, processing and disposal of urban waste generated from houses, streets, shops and offices thus excluding wastes pertaining to industry, hospital and agriculture. Measures for planned, comprehensive urban development of Rudrapur Nagar Nigam in Uttarakhand.

#### 2. Scope of work:

#### 2.1 PROJECT MANAGEMENTUNIT

The services to be provided by the Consultant are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Concession Agreement.

The Project Monitoring Unit shall be responsible for monitoring the entire project in coordination with the the selected bidder for execution of work, obtaining the requisite statutory approvals related to the entrusted works handing over the completed works from the Govt. of Uttarakhand or its designated agencies on its completion.

- a. The Project Monitoring Unit (PMU) will act as Transaction Advisor.
- b. Finalization of complete tender documents which shall consist of the tender document incorporating technical eligibility criteria, financial eligibility criteria and complete concession agreement documents to select the private entity/concessionaire under this project incorporating all statutory/ mandatory provisions in respect of labor laws, taxes/award of works to contractor through tendering in coordination with RNN.
- c. Selection of the private entity/concessionaire on the best feasible and optimal PPP orotherfinancial model.
- d. Day to day supervision of construction works at sites such as composting plants, sanitary landfills, transfer stations etc. for the whole construction phase.
- e. Quality control, checking, scrutiny and finalizing the bill of contract, submitting the same to Dept. executing agency for payments handing over completed works to Dept. executing agency and attend to enquiry/audit queries & all arbitration / litigation cases the project till their conclusion.
- f. Supervision of Operation and maintenance for the pre-defined period.

Note: The department may add further works in the scope of work if required.

#### 2.3 Broad Scope of work of Project Management Unit

The project management Unit shall be responsible for preparing tender and evaluation of tenders received for main work, project monitoring during commissioning phase of main project and monitoring the entire project in O&M phase in coordination with the ULB & the selected bidder.

- a. The Project Monitoring Units shall also carry out technical audit of the report, drawing, designs, estimates, submitted by Concessionaire of SWM project such as waste collection and transportation plan, site surveys and feasibility studies, Compost plant/RDF Plant landfill and all associated civil works etc., detailed engineering designed & drawing, detailed cost estimates based on detailed available in DPRs and as per site condition, Bill of Quantities (BOQ) and working drawing, good for constructiondrawings.
- **b.** Day to day supervision of execution of collection, transportation and construction works for at sites through contractors, quality control, finalizing the bill of contract, etc.

#### TENDER AND AWARD OF WORKSTAGE

- i. Finalization of the draft tender document on PPP basis, general & specification conditions of contract etc. complete in all respect and adequate enough for invitingtenders.
- ii. Preparation of the necessary report/documents for obtaining approval of the concerned authorities for undertaking the project, if anyrequired.
- iii. Assist in obtaining all necessary clearances/approvals from statutory bodies and local authorities for starting the works, execution, completion and use of the completedworks.
- iv. The Project Monitoring Unit will assist RNN to shortlist the agencies for execution of collection, transportation, civil works and allied services for the transfer stations, compost plant, brick making unit and landfill, by inviting tender through press notice, analyzing the details furnished by intending agencies/ contractors and Project recommendations to RNN for approval of the shortlisted bidders. The Project Monitoring Unit shall also assist RNN for inviting tender for works, based on Tender Documents approved byRNN. The Project Monitoring Unit would, maintain the records of copies printed, sale of tender documents and stock etc.
- v. The Project Monitoring Unit Shall assist RNN in holding pretender meeting in a predetermined manner in consultation with RNN and offer clarifications if any, sought by the intending tenders. The draft minutes of the pre-tender meeting shall be drawn by the Project Monitoring Unit and got approved by RNN. The minutes of the Pre-tender meeting shall from part of the main contract document for thiswork.
- vi. The PMC shall assist RNN to receive and open the tenders in a pre-determined manner at pre-designated venue on the appointed date and time in the presence of intending tenders and Project Monitoring Unit's representatives. The offer so received, shall be tabulated, evaluations of bids, Project Monitoring Unitshall Submit their recommendation of bids, Project Monitoring Unit shall assist RNN for issue of letter of intent /letter of award, and on its acceptance by the selected tender, execution of contract agreement between RNN and Selected tender and take further necessary action in accordance with the tenderconditions.
- vii. The Project Monitoring Unit Shall assemble an efficient project management team as approved by RNN and have preliminary interaction with the contractor's Project Team on behalf of the RNN to initiate all preliminary action and mobilization. The Project Monitoring Units hall provide a dequate staff as perproject requirement and furnish the list of officials who will be posted for the project. There should be no legal proceedings against the official and should not be a terminated person from semi-government / Government Department.
- viii. The Project Monitoring Unit shall prepare a Project budget and cash flow statement as soon as major project requirements having been identified, and update the same periodically for the RNN approval and suggest correctiveaction.

#### c. PROJECT COMMISSIONINGSTAGE

Consultant shall ensure routine and random monitoring of project during project commissioning stage and takeup following activity

- i. Complete administration and management of contract till expiry of the contract period
- ii. Verification of project facilities to check fit for O&M
- iii. Issue certification for "As Built Drawings" prepared by the Contractor at an appropriate scale indicating the details of project facilities duly authenticating and supply 8 sets of as built/completion drawings to Project Coordinator RNN also hand over the originals of the completed drawings.
  - iv. Obtain from the implementing agency two soft copies of the entire drawings/ documents & two sets of drawings on reproducible paper for the works executed to the Project Coordinator of RNN.
- v. Verification of work on its completion and issuing completion certificates (virtual as well as actual) for the completed works, so as to enable RNNto record completion of theworks.
- vi. Verification by taking and recording joint measurements of the final bill to be submitted by the contractors, process, certify and recommend as per the terms and conditions of contract agreement for release of final payment by RNN and attend to the observations / queries raised while processing the same for payments by RNN.
- vii. The Project Monitoring Unit shall issue completion certificate and ready to commission certificate along with the necessary documentation in pre-determined phases, to the RNN or the facility operator appointed by RNN. Consultant shall also promptly attend to any defects/deficiency noticed in the completed works within the scope of work of execution by the said taking over agency withoutdemur.
- viii. Checking of "Maintenance Manual" submitted by implementing agency for the project facilities.

#### d. Operation and Maintenance of ProjectFacilities

During this period the Project Management Unit would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:

- i. Provide the services of a full-time resident project representative during the period commencing from 7 seven days from the date of appointment of the PE until the expiry of the IC's appointment;
- ii. In addition to the daily responsibilities, conduct a general inspection of the Project Facilities at least once a week and as and when exigencies require to ascertain conformity with Construction Requirements and O&MRequirements;
- iii. Inspect and certify the quality of compost being sold or otherwise disposed outside the Site, Address issues relating to specific site conditions, design modifications, or Concessionaire disputes.
- iv. Review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalizing the same. The Project Management Unit shall also consult RNN prior to finalization of the O&MPlans.
- v. Periodically review the 0&M Manual foradequacy;

- vi. Monitor Operation and Maintenance activities (including maintenance of Project Facilities and equipment, standards of service, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M Requirements, O&M Plan and O&M Manual;
- vii. Review and ascertain the cost variation arising as a result of Change in Law and determine the Additional Cost;
- viii. Undertake a quarterly review of the various records and registers to be maintained by the Concessionaire and suggest suitable remedial measures/ procedures, where necessary.
- ix. Verifying the monthly concessionaire tipping fee bill; in compliance to performance evaluation criteria as defined in the RFP & Agreement document of the main project; with recommendation of proposed penalty, ifany.
- x. The PMC shall attend regular meetings ("Project Review Meetings" or "PRMs") with the ULB and the Concessionaire, to be held at least once in every month during the Active Operations Period to report on progress and quality of work performed by the Concessionaire and to discuss problems or other pertinent matters relating to the work. The IC shall take notes at the meetings and provide a copy of the PRM minutes to each person who attended the meeting.
- xi. The PMU shall prepare and submit to ULB, daily, weekly, Monthly Project Reports including the following:
  - Report on Tests
  - Report on notices issued
  - Issues, if any, with regard to the works along with the details of the action taken for the resolution of the same;
  - Photographic record of progress of works over the previous week.
  - If IC fails to submit report(s) as required under RFP & Agreement document of this
    project; the IC shall be penalizing in accordance to the RFP & Agreement document of this
    project.

#### e. Conducting Random Inspections

The Project Monitoring Unit shall conduct random inspections of the Project Facilities as well as the operations as follows:

- i. The random inspections may be carried out by visual assessment with careful observation of the specific object/item for identification and for quantification of the deficiencies or damages of the Project Facilities and operation and maintenance of the Project Facilities. For this purpose, the Project Management Unit can use photographs with time and place record.
- ii. During the random inspections, the Project Management Unit would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Contractor so as to ensure compliance with the O&MRequirements;
- iii. Issue "Notice to Remedy" in the event of non-compliance to O&M Requirements and recording thesame.
- iv. Record and report to the RNN on the incidents of Material Breach or Persistent Breach of O&MRequirements;

v. The Project Management Unit shall undertake inspection of the Project Facilities, Facility Site and Workshop Site in such frequency and sample selection as mentioned in the table below:

S. No	Project Facilities	Frequency of inspection	Sample selection requirement
1	Door to Door Collection MSW	As per requirement	The PMU shall check the MSW collection work in entire concession area on daily basis with utmost attention in at least one ward of the concession area [daily] and be covering each & every ward of entire concession area with utmost attention, in a fortnight [on rotation basis] and shall submit his/her daily findings to the Engineer in Charge on the very next day by 12.00 AMpositively.
2	Weigh Bridge	Do	The PMU shall check its performance in respect of accurate weighing at the entry gate of processing unit as well as at the entry of Engineered Landfill Site.
3	Facility Site	Do	The PMU shall check that the segregation unit and all processing plant(s) are working to their full efficiency.
4	Workshop Site	Do	The PMU shall check that concessionaire has made sufficient stock of the spare parts; required to undertake repair of faulty vehicle(s).
5	Transport and Loading Vehicles	Do	A minimum sample of 10 % of each category of vehicles deployed in the Concession Area by covering entire fleet with in two month(s).
			There should not be repetition of the same set of vehicles in the next round of inspection.

#### f. Maintenance of Records

- i. The Project Management Unit would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Implementation Period and once every two months during the Operations Period as also to participate in emergency or extra-ordinary meetings of the Parties held to deal with any Emergency, Force Majeure Event or other exigencies.
- ii. The Project Management Unit shall maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
  - Manpower deployed and other organizational arrangements of the Project Management Unit;
  - Inspections undertaken and notices/instructions issued to thebidder;
  - Review compliance by the bidder with the Agreement;
  - Force MajeureEvents;
  - Material and Persistent Breach of O&M Requirements and Events of Default by the Parties; and
  - Compliance by the bidder with Hand back and TransferRequirements.

#### g. Hand back and Transfer of Project Facilities to ULB

At the time of hand back and transfer of the Project Facilities to ULB at the end of Concession Period, the Project Management Unit shall:

- i. Monitor the compliance with the Hand back and Transfer Requirementsand
- ii. Issue acertificate of compliance on satisfactory completion of Handback and Transfer Requirements by thebidder.

#### h. GeneralObligations

The Project Management Unit shall carry out such other functions as may be specifically assigned to it under the agreement including certification of adequacy of insurance and verification of termination payments etc.

Note:

- 1. If required, The RNN may add further works in the scope of work of PMC services, during its finalization, based upon inputs/ feedbacks from Government/Stakeholders.
- 2. If Rudrapur Nagar Nigam desires to prepare DPR from selected consultant which needs field survey and analysis, RNN will pay a fee of 1% of total estimated project cost in addition to monthly PMU charges.
- 3. if RNN will send PMU staff for outstation work, the TA & other expenses will be paid on actual basis.

#### 3. NEGATION OF CORRUPT PRACTICES

- 3.1 RNN is a public service agency and requires to serve honestly, diligently and timely. The Consultant would be the assisting agency of the **Rudrapur Nagar Nigam**, therefore, he is also required to maintain highest standards of honesty and ethics. The Consultant is advised to refrain from the corrupt and fraudulent practices during the execution of the contract. Corrupt and fraudulent practices are defined as follows: -
- 3.2 "Corrupt Practice" means behavior of consultant including his personnel by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value.
- 3.3 "Fraudulent Practice" means a misrepresentation off acts in order to influence, and collusive practices of the Consultant.

#### 4. DETAILS TO BEKEPTCONFIDENTIAL

4.1 The consultant shall treat the details of the agreement as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the prior consent in writing of the RNN.

#### 5. TRANSFEROFRIGHTS

5.1 The Consultant shall not transfer the agreement or part of the agreement to anybody.

#### 6. SUSPENSION

- **6.1 The Municipal Commissioner, Rudrapur Nagar Nigam** may, by a written notice to the Consultant, suspend the agreement if the Consultant fails to perform any of its obligations under this agreement, including thecarrying out of the services. Provided that such notice of suspension:
  - (i) Shall specify the nature of the failure, and
  - (ii) Shall direct the Consultant to rectify such failure within a specified period from the date of receipt of such notice of suspension.
- 6.2 No payment shall be made to the Consultant for such suspended period and no damage shall be claimed onaccountofthissuspension.

#### 7. DISQUALIFICATION

- Municipal Commissioner, Rudrapur Nagar Nigam, in its sole discretion and at any time during the processing of Offers, may disqualify any Applicant Firm from the offer process, if:
- 7.1.1 Firms not meeting eligibility criteria.
- 7.1.2 Firms made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 7.1.3 An Offer not valid for at least 180 days shall be considered as non-responsive and would be disqualified.
- 7.1.4 If found to have record of poor performance such as abandoning works, not properly completing the agreement, inordinately delaying completion, being involved in litigation or financial failures, etc.
- 7.1.5 Submitted Offer which is not accompanied by required documents is non-responsive
- 7.1.6 Failed to provide clarifications related thereto, when sought.
- 7.1.7 Submitted more than one Bid. This will cause disqualification of all Bids submitted by such applicants.
- 7.1.8 Bidders, who are found to canvass, influence or attempt to influence in any manner the qualification of selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at anystage.

#### 8.0 TERMINATION OF THE CONTRACT

- 8.1 Municipal Commissioner, Rudrapur Nagar Nigam shall have a right to cancel the agreement if the Consultant commits breach of any condition. Breach of agreement include, but are not limited to, the following:
  - 8.1.1 It is found that the time schedule of implementation of the scheme is not being adhered to
  - 8.1.2 The Consultant stops work & such stoppage has not been authorized by the **Municipal** Commissioner, Rudrapur Nagar Nigam.
  - 8.1.3 The Consultant may become bankrupt or goes intoliquidation
  - 8.1.4 The Municipal Commissioner, Rudrapur Nagar Nigam gives notice to correct a

- particular defect/irregularity and the Consultant fails to correct such defects/irregularity within a reasonable period of time determined by thedepartment,
- 8.1.5 In case the Consultant fails to carry out the instructions/orders issued by the Municipal Commissioner, Rudrapur Nagar Nigam from time to time during the currency of the agreement and fails to comply with the laws applicable in the State.
- 8.1.6 The Consultant fails to deliver any or all of the obligations within the time period(s)specified in the agreement, or any extension thereof granted by Municipal Commissioner, Rudrapur Nagar Nigam.
- 8.1.7 The Consultant fails to perform any other obligation(s) under theagreement.
- 8.1.8 Because of breach of agreement by the Consultant for any of the above reasons, Municipal Commissioner, Rudrapur Nagar Nigam shall have the right to terminate the agreement and invoke the performance bank guarantee.

#### 9. CESSATION OF RIGHTS AND OBLIGATIONS

- 9.1 Upon termination of the agreement, or upon expiry of this agreement, all rights and obligations of such parties hereunder shall cease, except:
- 9.2 Such rights and obligations as may have accrued on the date of termination or expiry.
- 9.3 The obligation of confidentiality setforth.
- 9.4 Any right which a party may have under the applicablelaw.

#### 10. CESSATION OF SERVICESUPONTERMINATION

10.1 Upon termination of the agreement, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner.

#### 11. DISPUTERESOLUTION

- **11.1 Municipal Commissioner, Rudrapur Nagar Nigam** and the Consultant shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under agreement.
- 11.2 If after 30 days from the commencement of such direct negotiations, the dispute is not resolved it shall be referred to Principal Secretary/Secretary, Urban Development & Housing Department, Govt. of Uttarakhand, where decision shall be final and binding upon both parties.

#### 12 FORCEMAJEURE

12.1 Notwithstanding the provision as mentioned in the RFP, the Consultant shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the agreement is

the result of an event of Force Majeure.

For purpose of this Clause, "Force Majeure" means an event beyond the control of the Consultant and not involving any fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of **Municipal Commissioner**, **Rudrapur Nagar Nigam** either in its sovereign or agreement capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes. But does not include failure of electricity, printing system or non-availability of raw material as a cause beyond control.

- 12.2 If a Force Majeure situation arises, the Consultant shall promptly notify Municipal Commissioner, Rudrapur Nagar Nigamin writing within 24 hours of such conditions and the cause thereof. Unless otherwise directed by the Municipal Commissioner, Rudrapur Nagar Nigamin writing, the Consultant shall continue to perform its obligations under the agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- Municipal Commissioner, Rudrapur Nagar Nigam may terminate this agreement, by giving a written notice of minimum 30 days to the consultant, if as a result of Force Majeure, the Consultant is unable to perform a material portion of the services for a period of more than 60days.

#### 13 ARBITRATION

Any dispute between **Municipal Commissioner**, **Rudrapur Nagar Nigam** and Consultant regarding works or any matter initially resolved by the adjudicator, if within 30 days' adjudicator did not resolve the issue the matter will be finally goes to arbitration. Arbitration will be done according to rule "arbitration and cancellation act1996".

The Adjudicator/ Arbitrator synonymous with (Dispute Review Expert) is the person appointed jointly by the employer and the consultant to resolve disputes in the first instance. It is to be conducted under the rules of Indian Arbitration and Conciliation Act, 1996 (26 of 1996) any statutory modifications or reenactmentthereof.

## Form T – 1 BIDDER DETAILS

1.	Name of bidder	
2 (a)	Address of bidder	
(b)	Phone no:	
(c)	Fax no.	
(d)	E mail	
(e)	Website	
3	Legal status of bidder (Attach copies of original document defining the legal status). The applicant is: a) Anindividual b) AproprietaryFirm C) A limited company or corporation.	
4	Name of authorized signatory to bid	
(a)	Designation	
(b)	Phone (Landline) Phone (Mobile)	
(c)	Fax	
(d)	Email	
5	NAME, address, Tel No. Fax, email at which communication to be sent in respect of bid	
6	Names of the present Proprietors/ Partners/Board of Directors	

(SEAL &SIGNATURE OF BIDDER)

**Form T - 2** 

The firm's experience of the last10 years in the field of providing services in the field of SWM projects (Please also enclosed the supporting documents)

S. No.	Name of	Nature	Name of the	Total	Date of	Status	Remarks
	the Project	ofthe	Department	Cost of	commencement t	of the	about the
		project		the	of the Project	Project	completion
				Project			of the project
							by the
							concerned
							Department
1	2	3	4	5	6	7	8

(Signature of Consultant and seal)

# Form T – 3 The qualification & Competence of the personnel proposed for the assignment as mentioned in Clause 12

Sl. No.	Name of	Academic	Total	Relevant	Remarks
	the person	Qualifications	Experience	Experience	
	concerned				
1	2	3	4	5	6

(Signature of Consultant and seal)

## Form T – 4 FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1.	Proposed F	Position:				
2.	NameofSt	aff:				
3.	DateofBir	th:				
4.1	Nationality:					
5.	Education	alQualification:				
6.	Members	hip of professional societies (ifany):				
7.	Publicatio	ons (ifany):				
8.	Employm	entRecord:				
	(List all p	ositions held by staff member since graduation, giving dates, names of				
	employing	g organization, title of positions held and location of assignments. For				
	experienc	e period of specific assignments must be clearly mentioned along with				
	certificate	e for each staff).				
9.	Summary	of theCV				
	(Furnish a	a summary of the above C V. The information in the summary shall be precise				
	and accur	ate. The information in the summary will have bearing on the evaluation of				
	the CV.)					
	9.1 Educa	tion:				
	(i)	Field of Graduation and Year				
	(ii)	Field of post-graduation andyear				
	(iii)	Any other specific qualification				
	9.2 Experi	ience				
	(i)	Totalexperience:Years.				
	(ii)	ResponsibilitiesheldYears.				
	(iii)	RelevantExperience:Years.				
	9.3 Perma	ment Employment with the Firm				
	(Yes/N	(Yes/No): If yes, how many years:				
	If no, v	what is the employment:				
	Arrangement with the firm?					

#### **Certification:**

- 1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of his assignment on the project.
- 2. I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualification and myexperience.

Signature of theCandidate_	
Place	
Date	
Signature of the Authorized	Representative of thefirm
Place	<u></u>

#### Form T-5

Details of Resources Sheet - Equipment & Software's owned by the Consultant firm and likely to be used in carrying out the PMC work

Sr. No.	Name of Equipment's/software's owned by consultant firm or to be proposed in the project	Status –Available/Not Available

## FORM- T6 FINANCIAL APPROVAL FORM

To: DATE: \_/\_/2023

Dear Sir:

Subject: Request for Proposal (RFP) for Selection of Project Monitoring Unit (PMU) for Providing Consultancy Services for Solid Waste Management (SWM) Project at Rudrapur Nagar Nigam (RNN) of Uttarakhand.

We, the undersigned, offer to provide the consulting services for [Insert name of Assignment] in accordance with your RFP dated [Insert Date].

(Note: The financial Bid shall include all the expenses required for the assignment and all the tax liabilities except the GST (as applicable). The applicable Goods Service Tax (GST) alone is reimbursable by the client.

Sr. No.	Description of Work	Rate (In Rs.)	Total fee In Word
1	Monthly Fee for Project Monitoring Unit (PMU) for Providing Consultancy Services for Solid Waste Management (SWM) Project		

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal. In case of any variation in rates between words and figures, amount mentioned in words shallprevail.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely, Authorized Signature [In full and initials]: Name and Title of Signatory: Name ofFirm: Address:

# Form T – 7 AFFIDAVIT (IN NON-JUDICIAL STAMP PAPER OF RS. 50 OR ABOVE)

[,		
		do
here	eby	y solemnly affirm and declare as follows:
:	1.	That I have been authorized to execute this affidavit on behalf of this company by the
		Board of Directors vide its resolution passed on
2	2.	That vide advertisementpublishedn had invited offersfor
		providing for Project Monitoring Consultancy (PMC) at Rudrapur Municipal
		Corporation of Uttarakhand
3	3.	That in response to the said advertisement as stated in paragraph (2) above, our
		firm has submitted its online proposal to
4	4.	That the proposals of ourfirmM/scontainingnecessary
	i	nformation and particulars furnished as per given Performa, detailing therein:
		a. Firm's general experience in the field of assignment/work.
		b. The qualification and Competency of the personnel for theassignment.
		c. All other details as per the RFPdocument
į	5.	That our firm have neither failed to perform on any contract, as evidenced by
		imposition of a penalty by an arbitral or judicial authority or a judicial authority or
		a judicial pronouncement or arbitration award against our firm, nor our firm have
		been expelled/blacklisted/debarred from any project or contract by any public
		authority nor have had any contract terminated by any public authority for breach
		of ourpart.
(	6.	That our firm during the last five years, neither failed to perform on any agreement,
		as evidenced by imposition of a penalty by an arbitral or judicial authority or a
		judicial pronouncement or arbitration award againstus.
Tha	t t	he statements made in paragraph 1 to 6 of the foregoing affidavit as above are true to
my l	kn	owledge and belief and if anything is found contrary, I stand liable to be prosecuted
und	er	appropriate Act / laws in force.
Sole	m	nly affirmed by the saidon thisthe
		day of2023.
		Deponent:

Identified by

#### Form T-8 PERFORMANCE GUARANTEEFORMAT

has invited bids for appointing aconsultant for (Name of the project)
in the State of Uttarakhand.
M/s. submitted their proposalwith
reference to the said bid, has since decided to award the contracttoM/svide
their letterofintent no dateddirectingM/sTosubmit
Performance Bank Guarantee of Rs
M/shas requested us to furnishabovebank guarantee valid up toConsidering the request, we dohereby undertake to pay to an amount not exceeding Rslakhs on demand by in case of failureofM/s infulfilling the obligations properly and timely under the saidcontract.  We
guarantee without demur, merely on a demand from
Any such demand made on the bank shall be conclusive as regards the amount due and payable by
the bank under this guarantee.
Our liability under this guarantee shall be restricted to an amount not exceedingRs. lakhs. This guarantee would remain in full forceupto  Unlessthe demand as claim under this guarantee is made on us in writing on or before, we shall be discharged from all liabilities under this guarantee thereafter.  We undertake to pay unconditionally to any money so demanded and
ourliability under this guarantee being absolute and unequivocal. The paymentso, made by us
under this bond shall be a valid discharge of our liability from payment there
underandM/s shall have no claim against us making suchpayment.
This guarantee will not be discharged due to the change in the constitution of the Bank or consultant.
We undertake not to release this guarantee during its currency except with prior consent of in writing.
"Notwithstanding anything herein contained; our liability under this Guarantee shall:
(A) Be limited to a sum of RsLakhs (Rupeeslakhs)only.
(B) Stand completely discharged and all our rights under this guarantee shall stand
extinguished, if no claim or demand is made upon us in writing onorbefore"
Data

Signature for and on behalf of Bank

#### Form T-9

#### FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs. 100 duly attested by notary public)

#### **POWER OF ATTORNEY**

Know all men by thesepresents,we	(name and address of the registered
office of the Sole Applicant) do here by constitut	e appoint and authorizeMr./Ms.
	R/o
(Name and address of residence) v	who is presently employed with us and holding the
positionof, as our attorney, to	o do in our name and on our behalf, all such acts,
deeds and things necessary in connection with	Request for Proposal for Selection of Consultant for
Solid Waste Management and Project Manage	ement Consultancy (PMC) services at 10 ULBs of
Uttarakhand. (The "Project"), including signing	g and submission of all documents and providing
information / responses to, represen	nting us in all matters in connection with our bid for
the saidProject.	
We hereby agree to ratify all acts deeds and thin	gs done by our said attorney pursuant to this Power
	ings done by our aforesaid attorney shall and shall
always be deemed to have been done byus.	ings done by our dioresard accorney shall and shall
arways be deemed to have been done by as.	
	For (Signature)
	(Name, Title and Address)
	Accepted
	(Signature)
	(Name, Title and Address of the Attorney)

#### FormT-10

#### LETTER OF ACCEPTANCE

(Letter head paper of the Employer's Representative)

	(Date)
То	(Name and address of the Agency)
Dear Sirs,	
This is tonotify you that yourBiddated	for
(name of the Project and its NIT No., as gi	ven in the Request of Proposal) for the ContractPrice
(amount in words and figures), as corrected to Biddersis hereby accepted by	d and modifiedinaccordancewith the Instructions
EquivalenttoRsvalid up to	ormance Security, in the form as per clause 8.0 for an amount within 15 days of the receipt of this letterofacceptance _days from the date of expiry of Contract i.e. upto and 500/- for signing the Agreement, failing which action as
	Yours faithfully,
	Authorized Signature
	Name and title of
	Signatory (Employer's
	Representative)

#### m T-11AGREEMENTFORM

This agr	eement, r	made thedayofbetween(na
		of Employer) [hereinafter called "the Employer]and
		(Name and address of Agency) hereinafter called "the Age
of the ot	herpart.	
Wherea	s the E	mployer is desirous that the Agencyexecute
		(name and NIT number of RFP) (herein after called "the Works") and
Employe	er has acc	epted the Bid by the Agency for the execution and completion of such Works
thereme	edying of	any defects therein ,at a cost ofRs
NOW TH	HIS AGRE	EMENT WITNESSETH as follows:
<b>1</b> . 1	ín this Ao	reement, words and expression shall have the same meanings as are respecti
assigned	d to them	in the conditions of contract hereinafter referred to and they shall be deemed and construed as part of this Agreement.
2.	In conside	eration of the payments to be made by the Employer to the Agency as herein
mention	ed, the A	gency hereby covenants with the Employer to execute and complete the W defects therein in conformity in all aspects with the provisions of thecontract.
complet such oth	ion of th	loyer hereby covenants to pay the Agency in consideration of the execution e consultancy Works and the remedying the defects wherein Contract Prices may become payable under the provisions of the Contract at the times and intended by the Contract.
4.	The fo	ollowing documents shall be deemed to form and be ready and construed aspa
	this A	greementviz.
	(1)	The AgreementForm
	(2)	Letter ofAcceptance,
	(3)	AgencyProposal
	(4)	All Annexures as per RFP
	(5)	Request forProposal
	(6)	FinancialProposal

Any other document listed in the Contract Data as forming part of the Contract

(7)

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The CommonSealof	was hereunto affixed in the	
presenceof:		
Signed, Sealed and Delivered bythesaid		
in the presence of:		
Binding Signature of Employer's Representative		
Binding Signature of Agency		

#### **Form T-12**

#### **EARNEST MONEY DEPOSIT (EMD) (BANK GUARANTEE)**

WHEREAS, (Hereinafter called "the Bidder") has sub of Contract hereinafter called "the Bid"].	[name ofBidder] omitted his Bid dated [date] for the construction of [name
of[name of cou Bank") areboundunto called "the Employer's Representative")	[name ofBank] ntry] having our registered office at (hereinafter called "the[name of Employer's Representative] (hereinafter in the sum of * for which payment well and truly to be madeto Bank itself, his successors and assigns by these presents.
SEALED with the Common Seal of the sai	d Bank this day of, 20_
THE CONDITIONS of this obligation are:	
(1) If after Bid opening the Bidder withd Form of Bid;	raws his bid during the period of Bid validity specified in the
OR	
(2) If the Bidder having been notified to BidValidity:	the acceptance of his bid by the Employer during the period of
a) fails or refuses to execute the Form of	Agreement in accordance with the Instruction to Consultants;or
b) fails or refuses to furnish the Perform or	ance Security, in accordance with the Instructions to Consultants;
without the Employer having to substant	to the above amount upon receipt of his first written demand, tiate his demand, provided that in his demand the Employer will lue to him owing to the occurrence of one or any of the two ition or conditions.
submission of Bids as such deadline is sta	o and includingthedate** days after the deadline for ated in the Instructions to Consultants or as it may be extended on(s) to the Bank is hereby waived. Any demand in respect of this er than the abovedate.
DATESIGNATU	RE
WITNESSSEAL	
[Signature, name and address]	

<sup>\*</sup> The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Table 1.1, Column- 3 of the Notice Inviting Tender.

\*\* 180 days after the deadline for submission of online Bid.

### Form T-13 Letter of Application

Dated:
(Name & Address of ULB), Phone no: E-mail –
Sub: Request for Proposal (RFP) for selection of consultant for providing Monitoring Unit for Solid Waste Management (SWM) Project and Project Monitoring Consultancy (PMC) at 10 ULBs of Uttarakhand.
Dear Sir,
Attached to this letter is the authority regarding Power of Attorney appointing me/us as designated person(s) to make these representations for and on behalf of the bidder in respect of the proposal as per RFPbearingnumberdated2023issued by  For and on behalf of the bidder, I/we confirm:  1. Our offer is in accordance with the terms and conditions of the RFP issued by, and we agree all the terms and conditioned mentioned in the RFP, and we have initialed each page of it to convey our acceptance;
2. That the offer contained in the proposal attached to this letter is a firm offer which will remain open for the proposal validity period referred to in the RFP, including any extension of the proposal validity period as may be agreed byus;
3. That () may by written notice extend the period of proposal validity period and the proposal attached to this letter and the EMD below will remain in full force and be valid for that extended period as per provisions of theRFP;
4. That the Bidder accepts the terms and conditions stipulated in RFP for the selection process and undertakes to perform its obligations accordingly;and
5. That attached to this letter is the EMD, Tender fees along with all other documents and information as required by theRFP.  Name: Title:
Name:

#### **Declaration (Letter) of Association for Monitoring Unit**

[On letter head of the Consultant of the proposed Bidder]
, 2023 To:
[Name of the Bidder] [Address] [City]
Attn: [Name of the Proposal Coordinator]
Declaration of Association for Monitoring Unitfor [Name of the Project for which proposalis to be submitted]
Dear Sir, We, [Name of the Partner], the Partner to Joint Venture/Consortium/Partnership Firm [use whichever is applicable] are pleased to confirm our association with lead firm M/sfor providing engineering Monitoring Unit for the captioned project.
We look forward to work together for the successful completion of the project in case we are awarded the subject assignment.
For and on behalf of [Name of the Partner]
[Name and Designation of the signatory of the Partner].