

कार्यालय नगर निगम रुद्रपुर (ऊधमसिंहनगर)

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

"अल्पकालीन ई-निविदा सूचना"

सर्व साधारण को सूचित किया जाता है कि नगर निगम, रुद्रपुर में Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016 एवं 01 वर्ष हेतु 04 बोलेरो वाहन मय वाहन चालक किराये पर उपलब्ध कराये जाने हेतु द्वितीय बार इच्छुक फर्मो/सेवाप्रदाताओं/एजेन्सीयों/वाहन स्वामियों आदि से दिनांक 26/02/2024 की प्रातः 11:00 बजे से दिनांक 04/03/2024 की सांय 05:00 बजे तक दोहरी निविदा प्रणाली (तकनीकी एवं वित्तीय निविदा) के अन्तर्गत अल्पकालीन ई-निविदा आमंत्रित की जाती है, जो दिनांक 05/03/2024 को दोपहर 12:00 बजे निविदा समिति द्वारा खोली जायेगी। ई-निविदा के सम्बन्ध में विस्तृत जानकारी / शर्तें उत्तराखण्ड शासन की वेबसाइट www.uktenders.gov.in तथा नगर निगम, रुद्रपुर की वेबसाइट www.nagarnigamrudrapur.com से डाउनलोड की जा सकती है। ई-निविदा के सम्बन्ध में किसी भी कार्य दिवस पर प्रातः 10:00 बजे से सांय 05:00 बजे तक स्वास्थ्य अनुभाग नगर निगम, रुद्रपुर में सम्पर्क किया जा सकता है। निविदा को बिना कोई कारण बताये निरस्त करने का अधिकार नगर आयुक्त, नगर निगम, रुद्रपुर में निहित होगा।

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(नरेश दुर्गापाल)

नगर आयुक्त

नगर निगम, रुद्रपुर, (ऊ0सिं0 नगर)

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(उदयरज सिंह)

प्रशासक

ऊधमसिंह नगर



कार्यालय नगर निगम रुद्रपुर (ऊधमसिंहनगर)

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पत्रांक - 5151

/स्वा0अनु0/2023-24/P.B.

दिनांक-24 फरवरी, 2024

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

1. कार्यालय जिलाधिकारी, ऊधमसिंह नगर।
2. कार्यालय मुख्य विकास अधिकारी, ऊधमसिंह नगर।
3. कार्यालय वरिष्ठ कोषाधिकारी, ऊधमसिंह नगर।
4. कार्यालय उपजिलाधिकारी, ऊधमसिंह नगर।
5. कार्यालय नगर निगम, रुद्रपुर, ऊधमसिंह नगर।
6. सम्पादक, दैनिक समाचार पत्र अमर उजाला एवं प्राधानिपर को इस आशय से प्रेषित कि उपरोक्त ई-निविदा सूचना को 6X8 सेमी0 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 रुद्रपुर 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।

(नरेश दुर्गापाल)

नगर आयुक्त

नगर निगम, रुद्रपुर

ऊधमसिंह नगर



NAGAR NIGAM RUDRAPUR
GOVERNMENT OF UTTARAKHAND

Tender Notice 5151

Date 26/02/2024


Notice Inviting Tender

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

Sl. No.	Events	Details and key dates
1.	Name of the work	Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016.
2.	Mode of Bid Submission	Online Only
3.	Tender Fee and Bid Security	Tender Fee: Rs 5,900.00(Rupees Five Thousand Nine Hundred Only) in for DD in favor of Municipal Commissioner, Nagar Nigam Rudrapur. Bid Security: Rs 2,00,000.00(Rupees Two Lac Only) in for DD /FDR in favor of Municipal Commissioner, Nagar Nigam Rudrapur.
4.	Date / Time of Publication of Tender on Website	26/02/2024 11:00 am
5.	Last Date/Time of Bid Submission	04/03/2024 05:00 pm
6.	Last Date / Time of Submission of Tender Fee & EMD	05/03/2024 11:00 am
7.	Date of Bid Opening	05/03/2024 12:00 pm
8.	Bid Submission Address	Nagar Nigam Rudrapur

Note:

1. The Bidder shall have to submit their bids online and upload the relevant documents from as per key schedule (key dates)
2. The bidders intending to participate in this tender are required to get enrolled /registered on the e – procurement website www.uktenders.gov.in. Enrolment /registration on the above portal is mandatory.
3. Tender documents can be purchased only online from <https://uktenders.gov.in> by making online payments as specified above as per key dates. The bidder shall have to submit their bids online and upload the relevant documents from as per time schedule (key dates)
4. 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
Nagar Nigam Rudrapur
Udham Singh Nagar

**NAGAR NIGAM RUDRAPUR
GOVERNMENT OF UTTARAKHAND**

invites

Request for Proposal

for

**"Invitation to Transform Waste Management: Request for
Proposal for the Establishment of a State-of-the-Art
Municipal Solid Waste Processing Facility in Rudrapur in
Accordance with SWM Rules 2016"**

NIT No: 5151....;

Date: 26/02/2024

Issued By: -

**Municipal Commissioner,
Nagar Nigam Rudrapur
Nainital Road, Near Indira Chouraha,
Rudrapur, District - Udham Singh Nagar
Uttarakhand - 263153**





Disclaimer

The information contained in this Request for Proposal ("RFP") Document or subsequently provided to Bidder, whether verbally or in documentary form by or on behalf of the Nagar Nigam Rudrapur, Government of Uttarakhand ("Government Representatives") or any of their employees or advisors or Uttarakhand Urban Development Directorate or Uttarakhand Public Private Partnership Cell, is provided to the Bidder on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided.

This RFP Document is not an agreement and is not an offer or invitation by the Government Representatives to any party other than the Applicants who are qualified to submit the Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist in the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and the Government Representatives, their employees or advisors Urban Development Directorate or Uttarakhand Public Private Partnership Cell can't consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct its investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and where necessary obtain independent advice from appropriate sources.

The Government Representatives, their employees, advisors and Uttarakhand Public Private Partnership Cell make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document. Some information and details are being given as per the already partially executed project by the previous concessionaire. Due diligence should be applied in examining the existing infrastructure etc fully or partially executed in the project. The Government Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

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1 Brief Particulars of Work

1.1. Introduction

Rudrapur, as an evolving urban centre, is faced with the critical challenge of managing its burgeoning solid waste, which has escalated in tandem with its rapid urbanization and population growth. The Urban Local Body (ULB) of Nagar Nigam Rudrapur recognizes the importance of a systematic approach to solid waste management, which is vital for the health, environment, and aesthetic appeal of the city. With the current infrastructure under strain, the necessity for a comprehensive Municipal Solid Waste Processing Facility is evident. This facility is anticipated to not only handle the vast quantities of waste generated daily but also incorporate mechanisms for segregation, resource recovery, processing, and treatment, in adherence to the Solid Waste Management Rules, 2016. The proposal for such a facility in Rudrapur is a proactive step towards a sustainable urban future, ensuring the well-being of its citizens and the environment.

The major objective of the request for proposal for the setting up of a Municipal Solid Waste Processing Facility at Rudrapur, as per SWM rules 2016, is to facilitate the construction, operation, and maintenance of a solid waste processing facility that can optimally utilize various components of solid waste by adopting suitable technology. This includes technologies that adhere to the guidelines issued by the Ministry of Urban Development and standards prescribed by the Central Pollution Control Board. The aim is to improve the management of municipal solid waste in the city through the development of an integrated MSW management system that encompasses the collection and transportation of MSW as well as the development, operation, and maintenance of an MSW treatment and disposal facility. This initiative is part of the broader objectives of the Swachh Bharat Mission to ensure hygiene, waste management, and sanitation across the nation.

An action plan detailing marketing approaches for the sale of recyclables and other products derived from waste processing should be included, emphasizing the project's proactive approach to market absorption of outputs. Additionally, the report must account for spatial requirements for the enterprise and present measures for mitigating environmental impact. The technology proposed must be in strict compliance with existing MSW Rules, as well as guidelines issued by MoEF and State/Central Pollution Control Boards.

The financial model for the waste processing facility involves Nagar Nigam Rudrapur compensating the successful bidder based on the quantity of waste processed as determined by the rates quoted by themselves. The bidder is responsible for setting forth a pricing model for the processed waste, which should be included in their bid submission. The expectation is that the bidder will not only rely on the payments from Nagar Nigam Rudrapur but also explore and exploit market opportunities or secure additional funds through stakeholder contributions to ensure the project's long-term financial health. This hybrid approach of direct payments for waste processing and revenue generation through secondary markets or external funding is designed to create a sustainable economic structure for the facility.

The bidder is required to meticulously prepare a Comprehensive Project Report, adhering to the outlined guidelines, which focuses exclusively on the technical aspects of the proposed Municipal Solid Waste Processing Facility in Rudrapur. At this juncture, financial details should not be included in the report. This technical dossier must present the chosen technology tailored to process the estimated daily waste influx of approximately 100 tons. It should provide indicative layouts and specify the volume of by-products expected, alongside elaborating on the envisioned circular economy model. The proposal should delineate strategies for engaging stakeholders effectively to ensure the project's long-term viability.

The technology selected should be widely acceptable in Indian conditions.

The Authority invites proposals from interested reputed, qualified and experienced Companies / Firms for the development of an Integrated Municipal Solid Waste Management Facility (processing and

Nagar Nigam Rudrapur



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disposal) to develop and implement a viable and environmentally sustainable MSW management system on Design, Build, Operate & Transfer basis. The Authority intends to select the bidder through an open competitive bidding process under the procedure set out herein.

The selected bidder shall have the right to Operation & Maintenance of the facilities developed for a period of 6 month after the Commissioning of the plant and shall generate the revenue through sale of recyclables and RDF. After segregation wet waste must be sent to Bio CNG Plant, Rudrapur and dry waste should be shredded and sent to cement plant factory. Upon completion of such period, the successful bidder shall hand-over the plant to NNR.

1.2. Objective

a) The overall objectives of the Request for Proposal (RFP) for the Municipal Solid Waste Processing Facility at Rudrapur are as follows:

- I. To ensure the proposed organization structure is adequate for the project's successful execution, with clearly defined roles and responsibilities.
- II. To align the project with local staffing expectations, adhering to the guidelines set out in the Information Memorandum.
- III. To ensure prudence and relevancy of the proposed plan, considering the local context.
- IV. To establish a realistic Project Sustainability Plan that includes a marketing strategy for the sale of end products, such as compost and recyclables, from solid waste processing.
- V. To choose an appropriate and relevant waste treatment technology that is environmentally sustainable.
- VI. To identify potential revenue sources, including proposed tie-ups for the sale of compost, and create a robust marketing plan for the end products.
- VII. To ensure compliance with the procurement guidelines and the conditions set out in the RFP.
- VIII. To provide bidders with clear instructions for the submission, evaluation, and awarding of the concession, including specific provisions on fraud, corruption, and eligibility criteria.
- IX. To facilitate the submission of proposals in a structured manner, broken down into pre-qualification requirements, technical offers, and financial offers.
- X. To inform bidders that the RFP is purely for informational purposes and not a binding agreement or offer.
- XI. To ensure the RFP adheres to the best practice documentation developed by the Ministry of Urban Development and reflects the project structure that has been adopted by the agency concerned.
- XII. To follow a two-stage bidding process with a clear indicative schedule, starting from the pre-qualification stage to the final bid stage

b) The sub-objectives of the Request for Proposal (RFP) for the Municipal Solid Waste Processing Facility at Rudrapur, in line with the main objectives and by the overall objective, are as follows:

- I. To ensure full compliance with the Solid Waste Management Rules, 2016, and any other applicable laws, rules, and guidelines in India. This includes adhering to best engineering practices and ensuring that the proposed solid waste management project meets all regulatory requirements.
- II. To promote and protect the quality and sustainability of the urban environment within the service area. This encompasses not only the proper treatment and disposal of solid waste but also the consideration of sustainable practices in the project's operation and maintenance. This includes the development of a Project Sustainability Plan that considers the marketing and



- sale of end products from the processing facility, such as compost and recyclables, ensuring the long-term viability of the project.
- III. To suggest the best technology and environmentally friendly proposals that align with the Solid Waste Management Rules, 2016.
 - IV. To create a separate master plan for the processing and disposal of fresh waste at designated processing locations, ensuring the efficient and environmentally responsible treatment of newly generated municipal waste from the Rudrapur municipal area.
 - V. To include a plan for the reclamation of the existing dumping yard, considering the options for reuse or re-utilization of waste, extraction and/or safe venting of landfill gas, closure, and containment, which would contribute to the improvement of environmental quality and potentially generate additional revenue streams.
 - VI. To conduct a SWOT analysis of different options or technologies, including life cycle costs, to evaluate the most suitable and financially viable approaches for fresh solid waste processing systems.
 - VII. To consider the potential for generating revenue from the sale of products derived from waste processing, such as compost, refuse-derived fuel (RDF), or electricity, which would help offset the costs of running the facility and contribute to its financial sustainability.
 - VIII. To assess the technical, financial, legal, regulatory, environmental, and social feasibility of the project on a sustainable basis, which includes the analysis of revenue streams and the project's potential to attract funding from government sources and other financial mechanisms.

1.3. Project Background

The Swachh Bharat Mission (SBM) originates from the vision of the Government articulated in the address of The President of India in his address to the Joint Session of Parliament on 9th June 2014. 'We must not tolerate the indignity of homes without toilets and public spaces littered with garbage'. To ensure hygiene, waste management and sanitation across the nation, a "Swachh Bharat Mission" was launched.

The project background for setting up a Municipal Solid Waste Processing Facility at Rudrapur is rooted in the challenges and necessities of managing municipal solid waste effectively in the face of rapid urbanization. The city of Rudrapur, like many urban centres, has experienced over-stressing of urban infrastructure services, including solid waste management. The management of municipal solid waste (MSW) is not a simple task; it requires regular monitoring and service provision by the Urban Local Body (ULB) through either basic or advanced Management Information Systems.

The goal of the project is to establish a facility that can manage the segregation, resource recovery, processing, treatment, and final disposal of solid waste. This is important for maintaining public health, protecting the environment, and preserving the aesthetics of the society. Mishandling of MSW can lead to a variety of negative consequences, including environmental damage that is expensive to remediate.

The Nagar Nigam Rudrapur (NNR) has taken prior actions in solid waste management and has a future roadmap outlined. The officials of NNR have been involved in preparing reports and plans for the improvement of waste management in the city.

For Rudrapur, the existing facility has a capacity of 30 TPD may Exceeds to 50TPD, is located in Fajalpur Mehraula, and covers 6.0 acres of land. The facility operates on a tender-based BOT (Build-Operate-Transfer) model, with the current plant functional for 30TPD as of November 2023. The operational and expenditure responsibilities are borne by M/S RUDRAPUR GREEN ENERGY PVT. LTD., which is an SPV (Special Purpose Vehicle) of MAILHEM IKOS ENVIRONMENT PVT. LTD. Pune.



In summary, the background of the project for setting up a Municipal Solid Waste Processing Facility at Rudrapur involves addressing the challenges of urban waste management through careful planning, incorporating best practices, and leveraging private sector expertise to create a sustainable and effective waste management system for the city.

Nagar Nigam Rudrapur Intends to select interested parties through a competitive bidding process, issue this Bid Document for the selected city to all the interested parties (Bidders). Bidders are required to submit per MT processing and disposal cost as per provisions of this Bid document (Proposals).

- 1.3.1. The Employer will select the Bidder meeting basic eligibility criteria as mentioned in the document and by the method of selection specified in the bid document.
- 1.3.2. The detailed scope of the assignment/ job has been described in the document.
- 1.3.3. The date, time and address for submission of the proposals have been given.
- 1.3.4. Bidder should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/ job and Local conditions, the Bidder may undertake a physical survey of the ULBs.
- 1.3.5. The Employer will provide at no cost to the Bidder the inputs and facilities specified in the document, assist the Bidder in obtaining licenses and permits needed to carry out the Assignment/ job and make available relevant project data and reports.
- 1.3.6. Bidder shall bear all costs associated with the preparation and submission of their proposals. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time before the Contract award, without thereby incurring any liability to the Bidder.

It is hereby clarified that the bidders are required to assess their own project cost. Nagar Nigam Rudrapur and/or its officials shall not be responsible to any bidder for any loss on this account.

Current Scenario at Kashipur – Sitarganj Highway at Pahadganj Rudrapur

Sl. No.	Description	Details
1.	Dumpsite Site Location	Kashipur – Sitarganj Highway at Pahadganj Rudrapur
2.	Dumpsite Site Location Coordinates	Lat 28.967050° Long 79.402659°
3.	Total Area of the Site	9794.7 sqm.

1.4. Tender Fee and EMD

An amount of Rs 2,00,000/- (Rupees Two Lac only) must be remitted towards the Deposit of Earnest Money (EMD) and shall be paid through the online payment gateway of <https://uktenders.gov.in>. The tenders will not be considered if earnest money is not deposited with the tenders. The EMD shall be refunded to unsuccessful firms/contractors without paying any interest by NNR.

Tender fee-An amount of Rs 5,900/- (Rupees Five Thousand Nine Hundred only) (non-refundable) (excluding indirect taxes, services & gateway charges) shall be paid through the online payment gateway of <https://uktenders.gov.in>. The tenders will not be considered if the tender fee is not deposited with the tenders.

1.5. Scope of Work

- 1.5.1. The scope of work envisioned for Solid Waste Management Facilities is as follows:
 - a) To process MSW at the Processing Facilities under the Municipal Solid Waste (Management & Handling) Rules 2016.
 - b) Treatment and processing of Municipal Solid Waste by commissioning of the 100 TPD.



- c) The selected bidder shall have the right to Operation & Maintenance of the facilities developed for 6 months and further extended for 1 Year after satisfactory performance.
- d) Disposal of the process remnants generated and inert material, if any in a scientific landfill.
- e) To ensure that the Project meets stipulated pollution norms and guidelines and that the MSW is handled and managed in compliance with the MSW (Handling and Management) Rules 2016.
- f) The scope of work for the Selected Bidder includes Plan, Design, Build, Development, Supply of equipment & Installation and Operation & Maintenance including marketing and sale of any/all products and by-products from the Project and ultimately transfer of the assets created to the Authority at the end of the dispensation period.
- g) The Selected Bidder shall, under the provisions of the above-mentioned agreements, implement the Project in line with the scope mentioned in the agreements and briefly mentioned herein.
- h) The Project comprises establishing infrastructure for Processing Facilities, Secured Landfill Facility and Operation & Maintenance of the same.
- i) The Selected Bidder shall process the waste using its workforce, materials, plant, machinery equipment and manpower for processing and marketing of the by-product and disposal of the inert.
- j) The contractor shall have to deploy sufficient machinery, manpower as mentioned below and required resources to execute the project scope within the project duration i.e., 06 months
- k) The Contractor shall have to do the Installation of plant, types of machinery, infrastructure facilities and amenities for excavation, sieving of the excavated MSW, storing the segregated materials, reuse, marketing, selling, and transporting them from the project site.
- l) The contractor shall be responsible for the construction of a temporary shed, platform and creation of facilities for handling and quantifying the excavated MSW.
- m) Contractor shall be responsible for Packing, storing, stacking, selling, diverting for recycling and marketing all Useful Material generated from any month of operation shall be disposed of on or before the end date of next month.
- n) Contractor shall be responsible for packing, stacking, storing and sale of non-recyclable fractions of high calorific as raw material to RDF producers/users or sale to waste to energy or co-processing in cement plants or to thermal power plants or any of the Recyclers.
- o) Contractor shall be responsible for the Construction of a temporary site office, water, power, sanitation facilities and accommodation facilities of workers for the Project as per statutory standards.
- p) Contractors is responsible to check the feasibility of BIO-CBG plant and try to synchronize delivery of wet waste from Rudrapur Municipal Area.
- q) The Contractor shall be responsible for Providing security arrangements for the project site, machinery, equipment etc. at its cost
- r) NNR has its arrangements for the collection of waste in both zones as they have to monitor the segregated waste coming through the vendors end and Recycle and Processed the Municipal Solid Waste
- s) Weighment System: The Contractor shall install the required weighbridge(s) on its own at the designated sites as approved by the authority (respective ULB represented by NNR, for day-to-day quantification of Municipal Waste to be processed. This weighing system should meet the following conditions:
 - i. It should be a fully online electronic, automatic system equipped with the latest technology along with a backup server facility. Data of the weighing system shall be maintained properly for the entire contract period with a backup server facility.
 - ii. It should be operated in CCTV surveillance with data storage for the entire contract period.
 - iii. Weighment system & CCTV Recording data and shall be provided as & when required by NNR/PMC officials and competent authorities.
 - iv. Any malfunctioning in the operation of the weighing system will be the responsibility of the Contractor and the same shall be required to be rectified within a period of 24



hrs. During this period weighing of MSW may be carried out at an approved private weighbridge located outside at the cost of the contractor.

v. Volumetric analysis of waste to be done each month.

- t) The contractor shall conduct its due diligence for site investigation, analysing the characteristics, composition and quantum of the waste at the Project site.
- u) Successful Bidder/Bidders and NNR shall jointly earmark a land parcel for dumping of fresh waste sufficient for the contract period in case the fresh waste processing facility does not start operating at optimum capacity.
- v) Contractor shall be responsible for ICT-based monitoring of the project including but not limited to establishing CCTV cameras, weighbridge integration to the central server and web/App based online data entry logbooks to record the input and output quantity of waste. The bidder is to also provide access to all such monitoring paraphernalia to the project authority & PMC.
- w) The Contractor shall be responsible for creating facilities and making arrangements for controlling/mitigating the emission, pollution and contamination (environmental impact) including air, water and soil including mitigation for Leachate, dust, odour and noise pollution.
- x) A Contractor shall take precautions to minimize flies, rodents bird menace and fire hazards.
- y) The Contractor shall be responsible for providing fire protection measures and safety equipment.
- z) The Contractor shall be responsible for deploying the technology by present rules and regulations, norms of Government Authorities like MOEF & CC, CPCB, UKPCB, Solid Waste Management Rules 2016, and National Green Tribunal (NGT) etc.
- aa) Contractor shall set up & operate treatment plant for effluents etc. if required. All the facilities required by applicable law and to meet the scope & conditions of this contract shall be set up by the Contractor.
- bb) Conducting/providing/arranging testing of materials as desired by the Engineer-In-Charge.
- cc) The contractors are advised to go through the specifications carefully and acquaint themselves with the nature of work, and the difficulties likely to be encountered during the execution of work before quoting their rates. The rates should be comprehensive enough to overcome such difficulties. The percentage rates quoted/offered in Schedule G should be inclusive of the cost of all materials labour, T&P and all taxes whether levied by the Central Govt. or State Govt. or local Authorities during currency of the contract etc. as no claim or compensation on these accounts shall be entertained.
- dd) The bidder must visit the site before quoting the rates and will have to submit (during e-tendering) a preliminary bar chart as per actual site conditions and the nature of work.
- ee) Defect Liability Period: 12 months after completion of work satisfactorily.

1.5.2. Detailed Scope of Work

NNR desires to select the eligible contractor for the **Setting up of a Municipal Solid Waste Processing Facility at Rudrapur as per SWM rules**, including selling/scientific disposal of recovered material after processing.

Broadly, the Project involves segregating MSW into Dry waste and wet waste

The brief scope of work to be carried out by the selected Bidder during the execution of the intended project includes, but is not limited to, the following components,

Feasibility Assessment: Conduct feasibility studies to ascertain appropriate modes of treatment and processing at the selected location.

The Feasibility Assessment for setting up a Municipal Solid Waste Processing Facility at Rudrapur is a critical step in ensuring that the proposed facility is viable from technical, economic, environmental, and social perspectives. Here are the details of why it is necessary and how it will be conducted.



Why is Feasibility Assessment Necessary?

Determining Treatment and Processing Methods: The feasibility studies are required to ascertain the most appropriate modes of treatment and processing of municipal solid waste at the selected location [4].

Ensuring Financial Viability: Detailed Project Reports (DPRs) are essential for detailed planning and for ensuring the financial viability of the projects, which will be informed by the feasibility assessment [4].

Environmental Clearance: The feasibility assessment will help in understanding the environmental impacts and the statutory clearances required for establishing municipal solid waste treatment, processing, and disposal facilities.

Selection of Technology: The assessment will assist in the selection of the best available technology for processing and disposal that is suitable for the local conditions of Rudrapur.

Community and Stakeholder Engagement: It is important to ensure the community buy-in and to plan for the involvement of different stakeholders, which can be facilitated through the assessment process.

How Will the Feasibility Assessment be Conducted?

Assessment of Current MSW Management Situation: The assessment will involve collecting demographic data, waste generation data, understanding the physical and chemical composition of waste, and the current status of human resources, equipment, and land availability for MSW management.

Environmental Impact Assessment (EIA): An EIA will be conducted to identify potential environmental impacts and to outline the roles and responsibilities of stakeholders involved in the EIA process. This includes the procedure for obtaining EIA clearance.

Inventory of Resources: An inventory of human resources, equipment, vehicles, bins, and available land for MSWM facilities will be created.

Public-Private Partnership (PPP) Evaluation: The feasibility assessment will evaluate the status of PPP in providing services, the extent of private sector participation, and the benefits or quality of service derived.

Community Participation Analysis: The level and kind of community participation in MSWM will be assessed, including outreach services and activities in engaging communities.

Preparation of Action Plans and DPRs: After the initial assessment, action plans for MSWM service provision will be developed, along with DPRs for infrastructure-based projects.

Contracting and Tendering Considerations: The assessment will include considerations for contracting arrangements for MSW service provision and engaging with a public-private partner.

Gap Analysis: The assessment will cover a comprehensive gap analysis of the legal, policy, technical, and community participation aspects, as well as an evaluation of the current status of dumpsites and environmental concerns.

Stakeholder Consultation: Consultations with stakeholders will be part of the assessment to incorporate their input into the MSWM planning.

Future Projections: The assessment will also take into account future projections such as population forecasts, anticipated lifestyle changes, and changes in socio-economic status to plan for future waste management needs.

Project Planning and Design: Preparing Detailed Project Reports (DPRs) for detailed planning and to ensure the financial viability of the project.

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Technology Selection: Identifying and selecting appropriate technologies for waste management facilities to be designed, constructed, and operated by the concessionaire.

The composition of Municipal Solid Waste (MSW) in India typically includes:

- Organic/compostable fraction: 40 – 60%
- Recyclable/Resource Recoverable fraction: 20 – 30%
- Non-Recyclable/Combustible (Refuse Derived Fuel - RDF): 10 – 20%
- Construction & Demolition (C&D) waste & unusable combustible: 5 – 15%

The technologies available for processing and treatment of MSW include:

- Recycling and Recovery.
- Composting.
- Waste to Energy.
- Bio methanation.
- Refuse Derived Fuel (RDF),
- Construction and Demolition Waste processing

Additionally, preference should be given to decentralized processing to minimize transportation costs and environmental impacts.

The exact technology to be used will be decided by the concessionaire, based on these criteria and the specific characteristics of the waste in Rudrapur. It should also be noted that the selected concessionaire will be responsible for designing, constructing, and operating the waste management facilities in line with the approval from NNR.

Focussing on Recycling and recovery are crucial components in the management of municipal solid waste (MSW), offering both environmental and economic benefits. In the context of Rudrapur City, emphasis on these processes aligns with the objectives of the Solid Waste Management Rules, 2016, which promote the segregation of waste at source and encourage the recycling and reuse of materials.

Recycling involves the collection and processing of recyclable materials such as paper, plastic, metal, and glass, which can be transformed into new products, thereby conserving resources and reducing the need for virgin material extraction. The recovery process often includes a material recovery facility (MRF) where recyclables are sorted and prepared for sale to end-user manufacturers.

Further, Composting is the biological decomposition of organic matter under controlled conditions to produce compost, a nutrient-rich soil amendment. It is a sustainable method for managing the organic fraction of MSW, which in India typically comprises a significant portion of the waste stream. The composting process can be implemented through different technologies, such as bin composting, box composting, and vermicomposting.

Project Management: Providing project implementation advisory (PIA) services for the management of solid waste management initiatives.

Financial Management: Ensuring financial capacity and management of the project, including professional fees and other financial arrangements.

Monitoring and Documentation: Documenting and monitoring all services provided by the ULB through management information systems to ensure effective implementation.

Capacity Handling: The facility should be capable of processing the required capacity of waste as per the city's requirements. Although the prior facility mentioned a 50TPD capacity, the specific capacity for the new facility would need to be determined through the RFP process.

Regulatory Compliance: Ensuring adherence to the Solid Waste Management (SWM) rules of 2016 and other relevant regulations and guidelines.

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Land Rental and Waste Supply: Working with the Nagar Nigam Rudrapur (NNR) in terms of land rental agreements and the provision of raw wet waste to the plant, as established in the existing setup

The Contractor has to set up processing facilities within the stipulated time from the date of start/ Work Order by Solid Waste Management Rules 2016 (SWM Rules 2016) and other applicable rules & norms as amended from time to time. The Contractor shall set up & operate a treatment plant for Waste Management etc. if required. All the facilities required by applicable law and to meet the scope & conditions of this contract shall be set up by the Contractor.

The Contractor will have to deploy the technology by present rules and regulations, norms of Government Authorities like MOEF & CC, CPCB, UKPCB, Solid Waste Management Rules 2016, and National Green Tribunal (NGT) etc.

No do work out record keeping and reporting for bidder as what they must have to do for processing of waste

1.5.3. Record keeping and Reporting:

The concessionaire will keep a record of the sale of product/ compost/ by products i.e. the bills/receipts of every Kg of product and shall maintain the accounts of sale on a daily basis. The ULB authority is authorised to inspect/audit the accounts of the sale of the product/compost.

The concessionaire shall maintain and submit electronic reports of the above records, using software and formats approved by the ULB, every month. All records shall be available to ULB at reasonable times and places throughout the term

Record of Sales: The concessionaire is required to keep detailed records of the sale of products, compost, and by-products. This entails keeping bills and receipts for every kilogram of the product sold.

Daily Accounts Maintenance: The concessionaire must maintain accounts of sales daily. This would likely involve documenting the quantity of materials sold, the revenue received, and any related financial transactions.

Inspection and Auditing: The Urban Local Body (ULB) authority has the right to inspect and audit the accounts of sales of the products and compost. This implies that the records must be accurate, up-to-date, and readily accessible for review by the ULB.

Monthly Electronic Reports: The concessionaire is required to maintain and submit electronic reports of the records monthly. These reports should be compiled using software and formats that are approved by the ULB. The concessionaire must ensure that the data is formatted and presented as per the ULB's specifications.

Accessibility of Records: All records must be made available to the ULB at reasonable times and places throughout the contract, and for five years after the last or final payment. This indicates that the concessionaire must store these records securely and ensure they are accessible for the stipulated time frame.

In addition to the previously mentioned record-keeping and reporting requirements for the concessionaire of the Municipal Solid Waste Processing Facility at Rudrapur

Non-Commercial Use of Land: The concessionaire is expressly prohibited from using the land allocated for the waste processing site for any commercial purpose or for any other purpose apart from processing waste.

Green Belt Maintenance: The concessionaire must maintain a Green Belt by the Operation and Maintenance Plan and Operations Protocol. This indicates a commitment to environmental sustainability and adherence to predefined landscaping or plantation plans.

Routine Maintenance Standards: The concessionaire is responsible for routine maintenance of the waste processing facilities. This includes prompt repairs of the weigh-bridge, storage and

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waste drying places, and leachate collection systems. Ensuring these facilities are well-maintained is crucial for the smooth and uninterrupted operation of the waste processing activities

Marketing Plans for By-products: The concessionaire must formulate and execute marketing plans for compost and other by-products. They are required to exert all efforts to sell 100% of such products daily to prevent the need for storage at the site beyond one day of generation. Additionally, the concessionaire must include a disposal plan for the processed waste in case they are unable to sell it.

Accident Reporting: In the event of an accident at the solid waste processing facility, the officer in charge must report the incident to the local body using Form-VI. The local body will then review the situation and issue any necessary instructions to the facility's officer in charge.

Training Requirements: The concessionaire must adhere to the training requirements set out by the Solid Waste Management Rules, 2016. This involves educating workers, including contract workers and supervisors, on the segregation of waste and the transportation of unmixed waste to processing or disposal facilities.

Compliance with Technology and Guidelines: The concessionaire must facilitate the construction, operation, and maintenance of the solid waste processing facilities using appropriate technology, adhering to guidelines issued by the Ministry of Urban Development, and standards prescribed by the Central Pollution Control Board.

Service Level Benchmarks: The concessionaire's performance may be assessed against the Service Level Benchmarks (SLBs) prepared by the Ministry of Urban Development, which aim to introduce greater accountability among urban local bodies for service provision in key sectors, including municipal solid waste management

- 1.5.4. NNR shall receive Bids under this Bid Document by the terms set forth herein as modified, altered, amended and clarified from time to time by NNR, and all Bids shall be prepared and submitted by such terms on or before the date specified in NIT/Bid Document for submission of Bid (the "Bid Due Date").
- 1.5.5. Cost of Plant & Machinery: All expenses for setting up, operation and subsequent removal of required plant & machinery shall be borne by the bidder. The capacity of the equipment to be deployed shall suffice the need to complete the task at hand in the stipulated time or as the Authority feels necessary.
- 1.5.6. Cost of Construction: Nagar Nigam Rudrapur is responsible for shouldering the financial obligations associated with the civil construction of the processing plants
- 1.5.7. Cost of Electricity and Water: NNR will provide electricity at the gate of the plant. The arrangement of the transformer, Electric panel and cables up to the machinery shall be arranged by the selected bidder. The contractor may utilise the existing borewell for sourcing water. The selected bidder shall pay the bill for the usage of power and water.
- 1.5.8. Validity of Rates: -

The economic framework for the Rudrapur municipal solid waste processing initiative is predicated on a compensation model wherein Nagar Nigam Rudrapur remunerates the selected contractor by the volumetric throughput of waste processed, as stipulated by the unit rate proffered in the contractor's bid. This remuneration mechanism ensures a direct correlation between the quantity of waste treated and the financial inflows to the contractor. Concurrently, the contractor is envisaged to delineate a revenue model encapsulating the valorisation of processed waste derivatives. This is anticipated to supplement the primary revenue stream, thereby reinforcing the project's fiscal robustness. The contractor is mandated to actively pursue ancillary market potentials and potentially integrate stakeholder capital contributions to fortify the project's financial architecture and offset any discrepancies between operational costs and revenue generated solely from waste processing payments by Nagar Nigam Rudrapur

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1.5.9. The bid parameter is the processing cost per MT of the waste. The recyclables will be the property of the selected bidder.

1.5.10. Weighment System: The Contractor shall install the required weighbridge(s) on its own at the designated sites as approved by the authority (respective ULB represented by NNR, for day-to-day quantification of waste to be processed. This weighing system should meet the following conditions:

- It should be a fully online electronic, automatic system equipped with the latest technology along with a backup server facility. Data of the weighing system shall be maintained properly for the entire contract period with a backup server facility.
- It should be operated in CCTV surveillance with data storage for the entire contract period.
- Weighment system & CCTV Recording data and shall be provided as & when required by NNR/PMC officials and competent authorities.
- Any malfunctioning in the operation of the weighing system will be the responsibility of the Contractor and the same shall be required to be rectified within a period of 24 hrs. During this period weighing of MSW may be carried out at an approved private weighbridge located outside at the cost of the contractor.
- Volumetric analysis of waste to be done each month.

1.5.11. Land

- Initial land required for setting up processing plants and machineries shall be provided by NNR.
- Contractor may utilise the available vacant land as approved by Engineer -in-charge.
- The scope would not include the concessionaire will not be responsible for the collection & transportation of waste from the source of generation or from the secondary storage point to the waste processing site. Segregation at source, door-to-door collection of waste & transportation of waste up to the processing site will be done by the ULB or by another agency. The concessionaire is also not responsible for the construction of the approach road. The client will get the approach road constructed at his level. However, the client will sign the concession agreement only if the approach road is constructed.

1.5.12. Payment & Penalty Calculation Module

The Authority will target to complete the bill payment within 21 days of receiving the invoice. However, in case of any delay on the authorities' part in verification beyond 21 days, 75% payment shall be released immediately and the remaining 25% payment after verification by the Authority (if available). However, on further delay beyond 14 days on the part of the authority this 25% shall also be released and if any discrepancies are found by the authority during monitoring the excess payment and penalties may be deducted from future bills (but the same is not valid beyond 60 days' time period- if a valid reason is not specified).

1.5.13. Penalties

- Non-Compliance Penalties: The following penalties shall be imposed by Authority on the Selected Bidder:

Sl. No.	Description	Penalty
1.	If there is a delay in the commissioning of the processing plant beyond the scheduled date.	Rs.50000 per month (One month will be considered if the delay is more than 21 days but less than 31 days)
2.	Non-compliance with Standards: If the processing plant fails to meet the standards prescribed by the Ministry of Environment & Forest and other	Rs. 2000/- on a per day basis or the penalty imposed by the regulatory authority, whichever is higher, till

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	applicable laws, rules, and guidelines, the concessionaire could face penalties. These standards likely include emission norms, waste processing quality, and safety regulation	compliance is ensured.
3.	The Contractor is responsible for storage/transportation / disposal of residual waste safely as per the provisions made in the SWM Rules, 2016. The residual waste should not be dumped on the roadside or other's property. If the residual waste is dumped on the side or any other non-designated site penalty will be imposed	Rs. 5,000/- per event will be charged to the Contractor.
4.	If the inert will be greater than 10% of the received quantity	Rs. 1000/- on per MT
5.	Environmental Impact Penalties: If the bidder's operations result in uncontrolled or poorly managed site run-off, leading to water pollution or soil erosion, they might incur environmental penalties. Similarly, improper management of dust, noise, or asbestos contamination could also result in fines or sanctions	Rs. 1000/- on per Instance
6.	Failure in Removing Pre-process and Post-process Rejects: As per Schedule II A (d), pre-process and post-process rejects should be removed regularly and not allowed to pile at the site. Failure to do so might attract penalties	Rs 5000/- Per instance
7.	Types of machinery for Waste Processing	If machinery at the Waste Processing Facility fails and is not repaired within two days, a penalty of Rs 2000/- will be imposed

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Human Resource:

- a. The agency shall, during the contract period, have requisite staff/representatives as required to run the plant and to be responsible for all necessary exchange of information required for performing operations and providing services under this contract.
- b. The agency shall be responsible for the health safety measures of its workers.
- c. The agency shall comply with all the provisions of the laws regarding the deployment of labour under the contract. It shall be the liability and responsibility of the agency to implement the provisions of Acts; the Contract Labour (Regulation and Abolition) Act, 1970, the Minimum Wages Act, 1948 and the Workmen's Compensation Act, 1923. In addition to the following:
- d. The agency shall not employ in connection with the operations and services under this contract any person of less than 18 years of age.
- e. At all times during the continuance of the contract, the agency shall abide by all existing and future labour enactments and rules made there under, regulations, notifications and by-laws of the Central, State or Local Government. The agency shall keep the ULB indemnified in case any action is taken against the ULB by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- f. The agency shall keep all records desired under the said labour laws, and submit periodical returns to the respective statutory Authority. The agency shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
- g. The agency shall obtain the license by the Rules and Provisions of Contract Labour (Regulation and Abolition) Act, 1970 and adhere to all terms and conditions stipulated therein, if applicable.
- h. The agency shall pay the staff deployed by him under this contract as per the minimum wages act in force and amendments.
- i. Notwithstanding anything contained herein, the ULB may take such action as may be necessary for compliance with the various Applicable Labour Laws and to recover the cost thereof from the agency

Sr.No	Position	Eligibility Criteria	Roles and Responsibilities
01	Plant Manager (01)	A minimum of a bachelor's degree in Environmental Engineering, Civil Engineering, or Waste Management with 5+ years of experience in managing waste processing facilities.	Responsible for the overall operation of the processing facility, ensuring compliance with environmental regulations, overseeing staff, managing budgets, and liaising with government and regulatory bodies. The Plant Manager would also be responsible for implementing technology and processes for waste-to-energy and other waste processing methods as per the guidelines issued by the Ministry of Urban Development and standards prescribed by the Central Pollution Control Board
02	Operations Supervisor (01)	A degree or diploma in Environmental Science or related field with 3+ years of experience in supervising operations in waste management.	Tasked with day-to-day management of facility operations, coordination between different departments, ensuring the smooth running of waste processing, and maintaining high standards of operational efficiency. Supervisors would also oversee the implementation of decentralized processing to minimize transportation costs and environmental impacts
03	Maintenance	A diploma in Mechanical or	Responsible for regular maintenance and



	Technician (01)	Electrical Engineering with relevant technical certifications and 2+ years of experience in plant maintenance	repair of the facility's equipment, ensuring that all machinery and tools are in good working order and meet safety standards. Technicians would also be involved in the troubleshooting and resolution of any technical issues that arise
04	Environmental Health and Safety Officer (01)	A bachelor's degree in Environmental Health, Safety Management, or related field with experience in EHS compliance in industrial settings.	Ensures that the facility operates within all relevant environmental health and safety laws and regulations. This role involves conducting regular audits, risk assessments, and training staff on EHS protocols to minimize risks associated with waste processing operations
05	Sorting and Processing Laborers (10-20)	Any job training provided; prior experience in waste	Carry out the physical sorting of waste materials for recycling, composting, or further processing. Laborers are also responsible for maintaining the cleanliness of the processing area and may assist in the operation of machinery under supervision
06	Administrative Staff(01)	Degree in Business Administration or relevant fields, with experience in managing office operations, finance, and human resources.	Manage the administrative tasks of the facility including documentation, reporting, human resources, and finance. They are also responsible for the procurement of supplies and managing contracts

1.5.14. Pre-Operational Activities:

The Bidder shall have to complete the following activities before starting production of bye - product. The Bidder shall commence all activities concurrently. The details of the activities are as follows:

Sl. No.	Description of Activity	Duration for Completion of Activity (in Days)
1.	Issue of Letter of Acceptance (LOA) cum work order from Employer	Start date
2.	Acceptance of LOA cum work order from agency	Within two (2) days from the date of issue of LOA cum work order.
3.	Deposit of Performance Security	Within Five (5) days from the date of issue of LOA cum work order.
4.	Signing of Agreement	Within seven (7) days from the date of issue of LOA cum work order.
5.	Submission of the plan of action	Within seven (7) days from the date of issue of LOA cum work order to the Agency.
6.	Mobilization of the machinery and Manpower/ start of work/ deployment of vehicles	Within fifteen (15) days from the date of issue of LOA cum work order to the Agency.



2 Instructions to Bidders for Pre-Qualification

- 2.1. Throughout these documents, the terms "bid" and "tender" and their derivatives (bidder/tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.
 - 2.1.1. The term "Contract", about pre-qualification of bidders, shall mean an Agreement and/or work orders.
- 2.2. This document relates to pre-qualification for the work underbid with a defect liability period of 3 months from the date of handing over of works. Responsibility for handing over completed works shall lie with the bidder.
- 2.3. Prohibition from Bidding:
 - 2.3.1. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, or authority by whatever name called under Central or the State Government.
 - 2.3.2. Any bidder having a criminal record is not allowed to participate in the bidding process. Any person who has criminal cases against him or is involved in the organised crime gangster activities or Mafia or Goonda or Anti-social activity is strictly prohibited from participating in the bidding process. If it is established that any bidder has a criminal record, his bid shall be automatically cancelled.
 - 2.3.3. Any agency/firm against which any investigating authority has instituted any vigilance enquiry or there are criminal proceedings in any Court of law or has been debarred or blacklisted during the last 5 years from the last date of bid submission, by any Govt. / Semi Govt. / Board/ Corporation / private organizations shall not be considered. An affidavit of this effect shall be submitted by the participating agencies/firms.
 - 2.3.4. Any bidder who is an Advocate and/or Registered with any State Bar Council/Bar Council shall not be allowed to participate in the bidding. If it is established that the contractor is registered with the state bar council, his bid shall be treated as automatically cancelled.
- 2.4. The bidder has to upload and produce for execution of the agreement, original copies of Form-I to IX and Capability Statement etc. The above documents shall be retained for the execution of the Agreement.
- 2.5. The Pre-qualification of the agencies/firms is confined to the invitation of such firms who have earlier demonstrated their capability and capacity in executing similar projects in a time-bound, prestigious & professional manner with high standards of workmanship within specified cost. The pre-qualification will be made on the basis of the record and successful completion of such projects in the stipulated time with good quality, proven technical competence, experience in handling works of comparable magnitude and complexity, expertise and know-how in the relevant field, financial resources, technical manpower and construction equipment owned by Bidders and other requirements laid down in the prescribed Pre-qualification document.
- 2.6. The Bidder intending to submit pre-qualification documents will have to be experienced in executing similar types of work as defined in Para 3.2.
- 2.7. Should bidders have any queries regarding the pre-qualification document, this should be submitted to the Tender inviting authority in writing at least 7 days before the scheduled date of bid submission. Any query received after the scheduled date will not be entertained and will be treated as void.
- 2.8. Pre-qualification document contains various formats and the same are to be used for furnishing the required information. The enclosed formats should be filled in completely and legibly and a response must be provided for each item included in the Appendices. If a Bidder considers it

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inappropriate to respond to a particular item; this shall be filled as not applicable. If necessary, pages containing additional information may be attached to buttress the eligibility of the bidder. Bidder should note that all the formats prescribed, need to be filled even if such information is Nil. It should be indicated, failing which the bid may be treated as non-responsive.

- 2.9. All information requested shall be provided in English language, typed written. Each page of the Pre-qualification document shall be duly signed and page numbered by the Bidder or his authorized representative, over writing should be avoided. Correction, if any, should be made by neatly crossing out, initiating, dating and re-writing.
- 2.10. Supporting documents shall be uploaded after scanning the original or photocopy, as may be applicable, duly attested by a Gazetted Officer / Magistrate/Notary as prescribed in NIT. Document generated by the firm can be self-attested. The Bidder shall have to submit original documents as and when demanded.
- 2.11. Failure to provide information which is essential to judge Bidder's qualifications or to provide timely clarifications or substantiation of the information supplied may result in disqualification of the Bidder for the particular bid.
- 2.12. All documents submitted within due time and date, by the Bidders will be treated as Confidential and will not be returned.
- 2.13. Nagar Nigam Rudrapur may not necessarily inform all Bidders of the result of their applications. Nagar Nigam Rudrapur reserves the right to accept or reject any or all applications and to annul the pre-qualification process and thereby reject all Bidders without incurring any liability to the affected Bidders or any obligation to inform the Bidder of the ground for the action of NNR.
- 2.14. The intending bidders who desire to see the site may visit at their own cost.
- 2.15. NNR will not reimburse any costs involved in the preparation and submission of the pre-qualification document or connection with any site visit made.
- 2.16. Suppression of Facts: Any information furnished by the Bidder found (immediately or at a later stage) to be forged or incorrect or concealment of any information, would render him liable to be debarred from tendering/taking up of works. Further action shall be taken as per tender conditions including forfeiture of earnest money deposited.
- 2.17. Information regarding litigation in the past five years in which the bidder is involved, has to be submitted in the prescribed format. The name of the parties concerned, and the disputed amount, should also be given in the enclosed format.
- 2.18. Solvency Certificate issued by any Scheduled Commercial Bank shall be accepted, which will be valid for one year from the date of issue unless otherwise mentioned. OR Solvency Certificate issued by the District Magistrate will also be accepted, which will have a validity of one year from the date of issue unless otherwise mentioned.
- 2.19. Nature of Firm/Bidders:
 - 2.19.1. The Bidder may be an individual, propriety firm, firm in partnership, limited company- public or private or corporation or society. In the case of an individual/proprietorship firm the bid is required to be signed by a sole proprietor with his full name and current address, while in the case of a partnership firm the bid should be signed by all those partners in the firm with full name and current address, an affidavit to this effect and certified copy of partnership deed (as registered with registering authorities) is required to be attached with bid. However, in case of limited firms/companies, the bid is required to be signed by the authorized signatory,



a power of attorney in his favour to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration along with a copy of Memorandum of Articles of Association (as registered with registering authorities) duly notarized by a Public Notary should be attached with the bid. Employer will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.

2.20. The Bidder shall adopt the Percentage Rate Method and quote the same in the e-tender portal as specified in the Excel sheet for the purpose; only the same option is allowed to all the Bidders. The percentage Rate Method requires the bidder to quote a percentage above/below/ at par with the schedule of rates.

a) In Percentage Rate Tender, the tenderer shall quote the percentage below/above (in figures as well as in words) at which he will be willing to execute the work.

2.21. The Bidder will furnish the following mandatory information on the e-tender portal, failing which the bidder may get disqualified. Additional pages can be added to give complete desired information. Nil information is also required to be indicated as such and submitted. The omission of any format shall be taken as 'Nil' information and will be evaluated accordingly.

- a) Proof of submission of Tender Fee and EMD.
- b) General information in Form-I
- c) Declaration on Form - I A. (Earnest Money)
- d) Declaration on Form - I B. (Affidavit of Bid Validity)
- e) Character Certificate in Form I-C of all partners on the approved format of issuing state.
- f) financial information in Form- II (A).
- g) Copies of Audited Balance Sheet, Profit and Loss Account for Previous 5 (five) Financial Years duly certified by the Chartered Accountant with UDIN.
- h) Bank Solvency Certificate issued by a prescribed Bank on Form II-B or Issued by a District Magistrate, which will have a validity of one year from the date of issue unless otherwise mentioned.
- i) List of similar works executed during the last 10 years generally as per Form-III along with supporting documents such as performance certificate issued by the client department/construction agency not below the rank of Executive Engineer/ Project Manager. (See clause 3.2 of this section). The performance certificate should be clear and exhaustive enough to establish similarity with the work under Bid.
- j) List of all works which have been awarded/ in progress as of the date of submitting this application as per Form-IV.
- k) Details of technical personnel with the bidder in Form-V.
- l) Format for performance report in Form-VI (A&B). Ambiguous Performance Certificates will not be considered for evaluation.
- m) Proposed Technology/Methodology in Form- VI (C)
- n) Details of construction plants and equipments with the bidder in Form-VII.
- o) Litigation history on Form- VIII (The affidavit is to be typed on stamp paper worth Rs. 10/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/-only)
- p) Power of Attorney for signing the bid as per format
- q) Affidavit on Rs. 100.00 stamp paper for Manpower (Engineer/Supervisor), Machinery and Vehicle.
- r) All other documents required for Partnership/Limited firms as described in relevant paras.
- s) Certificate of registration for GST, PAN etc.
- t) Information regarding available bid capacity in Form-IV.



- u) Aadhar No. and Certificate (In case of bidding company being an Individual/Sole proprietorship firm.)
 - v) Information regarding available bid capacity in Form-IV. (The affidavit is to be typed on the stamp paper worth Rs. 100/- duly signed and notarized with the date, affixing a revenue stamp of Rs. 2/- only)
 - w) Income Tax Returns (ITRs) corresponding to all submitted Balance sheets
 - x) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate and a copy of its partnership deed if the Bidder is a Partnership Firm.
- 2.22. The tender shall be submitted in two bid systems by the procedures detailed.
- 2.23. Each application must contain the following: -
- a. Technical Bid- Information called for in the "Forms I to IX, Capability Statement" and Declaration I-A, I-B, I-C, I-D and audited balance sheets of Bidder / Contractor for last five consecutive financial years duly certified by Statutory Auditor of the Bidder with UDIN as prescribed in NIT and bid Document must be digitally signed and uploaded on e-Procurement portal.
 - b. Financial Bid- Must be quoted in an Excel sheet for financial bid on the e-tender portal.
(The Bidder shall be required to quote in his Financial Proposal, Tipping Fees to be charged/ paid for processing and disposal of MSW. While evaluating the Financial Proposal, the sole criteria for the selection of Bidders would be the Tipping fee amount.)
- 2.24. Bidders are particularly advised to fill and upload the details strictly as per the enclosed forms. Tenders are liable to rejection if relevant details are not furnished in prescribed formats and also if they do not meet the qualification requirement given in the paragraphs that follow. The Bidder may furnish any additional information, along with his application which in his opinion will highlight his capacity to perform.
- 2.25. The firm should have valid registration in GST, EPFO/ESI etc. (as applicable) and they have to submit attested copies of the registration certificates. The contractor will have to register in the labour cess dept. within a week of the award of the works.
- 2.26. Original copy / attested copy of the partnership deed, if it is a partnership firm and attested copy of registration certificate / MOA (as registered with registering authorities), in case of Company and authorized declaration in case of Sole Proprietorship Firm should be submitted with PQ document.
- 2.27. General Power of Attorney / Special Power of Attorney substantially in the format annexed, revalidated & notarized be submitted by firm / tenderer in favour of the person who has signed the tender/will sign the agreement as the case may be, the tender documents with telephone No. and complete postal address. Affidavit as prescribed should be annexed on non-judicial stamp paper of Rs.100 (or as applicable) duly signed by a notary.
- 2.28. The Bidder shall extend his services free of charge, to the representative of the Nagar Nigam Rudrapur to visit the project/works from any of his referred project works, if the NNR desires so. While applications are under consideration, Bidders and their representatives, or other interested parties, are advised to refrain from contacting by any means, any personnel or representative on matters related to the applications under consideration.
- 2.29. The Employer or his authorized representative, if necessary, will/ may obtain clarification of applications by requesting such information from any or all Bidders in writing. Bidders will not be permitted to change the substance of their applications after submission of tender. Non-compliance with this provision will be a cause of disqualification.



- 2.30. The Department reserves to itself the power to relax non-essential requirements of the bid which do not have a material impact on the eligibility of the bidder.
- 2.31. The credentials submitted in respect of the pre-qualification of the bidder particularly that of the successful bidder shall be verified before the award of work. Any information furnished by the bidder found to be incorrect either immediately or at a later date, suppression of information in forms, statements, enclosure and declarations would render him liable to be disqualified and debarred from tendering of work in NNR and forfeiture of his bid security/security. If such bidder happens to be an enlisted contractor of any class in NNR, his name shall also be removed from, the approved list of contractors.
- 2.32. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer shall be communicated in writing to the Engineer.



3 Eligibility Criteria and Information Required to be Furnished by the Bidders

The qualification information is required to be furnished in the enclosed forms. The Bidders should have the following minimum qualifying requirements.

Sl. No.	Sub Pt.	Eligibility Requirements:
3.1.	a)	Turnover: turnover should be at least Rs. 3Cr. during the last 3 (three) financial years ending on 31.03.2023 (Fy 2020-21, 2021-22 and 2022-23).
	b)	Solvency Certificate: Should have a solvency of a minimum of 1Cr. and not older than 6 months.
	c)	<p>Legal Entity: Bidders must be registered firms, companies, or Joint Venture that are recognized as legal entities under applicable laws.</p> <p>Operational Experience: Eligible bidders must demonstrate a substantial history of operational engagement in the sector of municipal solid waste processing facilities or equivalent sanitation projects within the Indian context. Specifically, the bidder should exhibit prior operational experience of managing at least one municipal solid waste processing unit that sustains a minimum operational throughput of 100 tons per day.</p> <p>Financial Capacity: Interested bidders must demonstrate financial stability, typically in the form of a minimum average annual turnover.</p> <p>Proposal Validity: The proposal that the bidders submit must remain valid for 60 days following the submission date. And can be extended up to 01 year based on their Performance This ensures that bidders are committed to the terms of their proposal for an adequate duration to allow for the evaluation process.</p> <p>Site Visit: It is strongly advised that bidders visit the proposed site for the waste processing facility. This is to ensure that they have a thorough understanding of the local conditions and requirements which can significantly impact the preparation of their bid.</p> <p>Technical and Documentary Proof: Bidders must provide documentary proof to support their technical bid. While the retrieved documents do not specify the exact documents required, such proof typically includes certificates of registration, evidence of past projects, and financial statements.</p> <p>Adherence to SWM Rules 2016: Bidders must comply with the Solid Waste Management Rules 2016, which outline the responsibilities of local authorities and the technologies and practices to be implemented for solid waste processing.</p> <p>Clarification Request: Bidders have the right to request clarifications regarding the RFP up to 10 days before the submission date. They may contact the Municipal Commissioner/Executive Officer via the contact details provided in the RFP for this purpose</p>
3.2.		<p>PAST EXPERIENCE:</p> <ol style="list-style-type: none"> Bidders may be required to demonstrate prior experience in designing, constructing, and operating municipal solid waste processing facilities. This could be supported by a portfolio of completed projects that are similar in scale and complexity to the proposed project in Rudrapur. The experience should preferably be within the last 5-10 years to ensure current knowledge and practice. The bidder's team should have relevant technical expertise, which could include engineers, waste management specialists, and environmental consultants with proven experience in the solid waste sector. Bidders may be asked to provide CVs or proof of qualifications and experience of key personnel. Bidders should ideally have experience working in the local region or a willingness to familiarize themselves with local conditions, as indicated by site visitations and engagement with local stakeholders.



		<p>IV. Experience in managing the operational aspects of waste processing facilities, including but not limited to the collection, transportation, processing, and disposal of municipal solid waste, would be advantageous. This could also include the successful marketing of by-products such as compost, RDF, recyclable materials, and possibly energy generation</p> <p>V. Eligibility for bidders is contingent upon verifiable operational experience with a minimum of one municipal solid waste processing facility with a functional capacity of 100 tons per day.</p>
3.3.		<p>Litigation History: The Bidders shall provide accurate information on any litigation or arbitration resulting from Contracts completed or under execution over the last 5 years in Form -VIII</p>
3.4.		<p>Updating Prequalification Information: The Bidders shall be required to update the financial information/capability used for pre-qualification at the time of submitting their Bids and to confirm their continued compliance with the qualification criteria. A Bid shall be rejected if the Bidder's pre-qualification thresholds are no longer met at the time of submission of his Bid.</p>
3.5.		All documents required in point no 2.21 needs to be furnished by the bidder
3.6.	3.6.1.	<p>General</p> <ol style="list-style-type: none"> 1. Only Bidders who have been pre-qualified under this procedure will have their Financial Bids opened. 2. A Firm can submit only one Bid for the Contract. If a Firm submits more than one Bid, all bids which include that firm will be rejected.
	3.6.2.	<p>Bid Security/Earnest Money/Bid Validity:</p> <ol style="list-style-type: none"> a) Bidders shall pay along with their bids, Bid Security/EMD equal to 2% of project cost and shall be deposited only by mechanism as outlined in NIT. The tender Fee and EMD must be submitted by the bidder out of his resources else his bid shall be disqualified. b) Any bid not uploaded with valid proof of deposit of Earnest Money and required tender fee, shall be rejected forthwith by the Employer as non-responsive. The bidder shall not have any claim in this regard. c) The Earnest Money of unsuccessful bidders will be returned soon after approval of the technical bid by the competent authority and latest on or before the 30th day after the award of the contract. d) The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security. e) The Bid shall be kept valid for 120 days after the deadline for submission of the Bid document and the Bid Security shall be valid up to 45 days beyond the proposal validity period. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. <p>In exceptional circumstances, before expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request without forfeiting his Earnest Money.</p>
	3.6.3.	<p>The Employer reserves the right to:</p> <ol style="list-style-type: none"> a) Amend the scope and value of any Contract to be Bid, in which event the Contract will only be Bid among those pre-qualified Bidders who meet the requirements of the Contract as amended; b) Reject or accept any application; and c) Cancel the pre-qualification process and reject all Applications. d) Cancel the entire bid process. <p>The Employer shall neither be liable for any such actions nor be under any obligation to inform the Bidder of the grounds for them.</p>
	3.6.4.	The Employer reserves the right to verify and seek clarification of the Information furnished by any/all Bidders to make an informed decision.

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3.7. QUALIFIED BIDDERS:

Nagar Nigam Rudrapur will evaluate which Bidders are qualified and will inform them through the e-tender portal. Qualified contractors will be given an invitation to participate in the opening of the Financial Bid of the tender at the date and time specified in the intimation.

3.8. Even though the Bidders are pre-qualified, they are subject to be disqualified if they have:

- 3.8.1. Made untrue or false representations in the form, statements and attachments submitted in proof of the qualification requirements, and/or
- 3.8.2. Participated in the previous bidding for the same work and quoted unreasonably high/low bid prices and could not furnish rational justification to the NNR. and/or
- 3.8.3. Record of past poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, financial failures, etc.

4 Evaluation and Qualification Procedure

4.1. Evaluation criterion of applications for pre-qualification:

The pre-qualification document shall be examined to ascertain whether the applications:

- i. Fulfil responsiveness criteria of the Bid i.e., deposit/uploading of proof of earnest money deposit, tender fees, standard affidavit in prescribed form 'I-C'.
- ii. Meet the eligibility requirements,
- iii. Have been properly prepared & signed,
- iv. Contain all the details called for and are in proper format.

Assessment of the firms, who have applied for the pre-qualification, will also include the following items:

Applications of the bidders will be evaluated in detail in the second stage, with weightage of each of the following factors.

1. Financial status of the firm including annual turnover, working capital, net worth, and works in hand, financial arrangements proposed viz. own resources/bank credits etc.
2. Resources of the firm in respect of personnel, equipment and plants.
3. The experience of the firms for works of similar nature.

4.2. The bidder should state in detail about the contracts where the delay has occurred, the period of delay and the reasons thereof. Details of works that have been abandoned for reasons whatsoever should also be furnished. In case the bidder or any partner was ever blacklisted the same should be indicated.

4.3. To become eligible for shortlisting the bidder must qualify as per evaluation criteria described. Such qualified bidders will be called for the opening of a financial bid.

4.3.1. The department, however, reserves the right to restrict the list of such qualified contractors to any number deemed suitable by it.

4.4. Examination of Bids and Determination of Responsiveness:

4.4.1. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Chapter-3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined concerning the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

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- 4.4.2. A substantially responsive "Financial Bid" conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the NNR's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 4.4.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 4.4.4. The conditional bids shall be treated as non-responsive forthwith.
- 4.5. Even though the bidder meets the above qualifying criteria, he can be disqualified if he has made any misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirement and/or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion and blacklisting or financial failure etc.
- 4.6. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.
- 4.7. Stamp duty charges as applicable shall be borne by the tenderer as applicable at the time of award of the contract. The contract agreement will be executed on non-judicial stamp paper of the value of Rs. 100/- along with Rs. 2/- Revenue stamp.

5 Preparation & Submission of E-Bids

(For guidance purposes only. The Bidder is advised to familiarize himself with the Terms and Conditions of NIT, Bid document and process of bid submission on the e-tender portal on their own. The department bears no responsibility for incorrect submission of bids.)

- 6.1 documents Constituting the e-Bid
The e-bids prepared by the Bidder shall comprise the following components:
e-Bids will comprise of:
a) technical proposal submission forms
b) financial proposal submission forms
- 6.2 Documents Establishing Bidder's Qualification
The Bidder shall furnish, as part of the Technical Proposal, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder electronically in PDF format. The Bidder's eligibility criteria and selection procedure are defined in previous Chapters.



It is suggested that the PDF files should be made in grey scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-bid portal.

6.3 Format and signing of e-Bids

The Bidder shall prepare one electronic copy for the e-Bids. All the pages/ documents of the e-Bid shall also be signed manually by the person authorized to sign the e-Bids before converting them into PDF and uploading them as bidding documents.

6.4 Submission of e-Bids:

The e-Bid Submission module of the e-tender portal <https://uktenders.gov.in> enables the Bidders to submit the e-Bid online against the e-tender published by the Department. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the Bid submission date and time are over, the Bidders cannot submit their e-Bid. For delay in submission of e-Bids due to any reasons, the Bidders shall only be held responsible.

6.5 Deadline for Submission of e-Bids

e-Bids must be submitted by the Bidders on the e-tender portal <https://uktenders.gov.in>, not later than the date and time specified in this e-tender document.

The NNR may extend this deadline for submission of e-Bids by amending the e-tender document, in which case all rights and obligations of the NNR and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

NNR shall not consider any request for date extension for e-Bid-submission on account of late downloading of e-tender (RFP) by any prospective Bidder. E-bids should be uploaded on the e-tender portal <https://uktenders.gov.in> on or before the scheduled date and time.

6.6 Late e-Bids

The server time indicated in the Bid Management window on the e-tender portal <https://uktenders.gov.in> will be the time by which the e-Bids submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-bid submission date and time are over, the Bidder cannot submit his/ her Bid. The bidder has to start the e-Bid Submission well in advance so that the submission process passes smoothly. The Bidder only will be held responsible if his/ her e-Bids are not submitted in time due to any reasons.

6.7 Withdrawal and Resubmission of e-Bids (Not permitted)

At any point in time, a Bidder can withdraw his/ her e-Bids submitted online before the e-Bid submission end date and time (if allowed). For withdrawing, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://uktenders.gov.in>. The Bidder should then select the "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/ her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder has to request the NNR with a letter, attaching the proof of withdrawal and submission of the e-Bids Processing Fee in the office of the Project Manager to return the e-Bids Processing Fee as per the procedure.



The Bidder can resubmit his/ her e-Bids as and when required till the Bid submission end date and time. The e-bids submitted earlier will be replaced by the new ones. The payment made by the Bidder earlier will be used for revised e-Bids and the new Bid submission summary generated after the successful submission of the revised e-Bids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://uktenders.gov.in>. The Bidder should then select the "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bids documents.

The Bidders can submit their revised Bids as many times as possible by uploading their e-Bids documents within the scheduled date & time for submission of e-Bids.

No e-Bids can be resubmitted subsequently after the deadline for submission of e-Bids.

6.8 Receipt and Opening of e-Bids by the Purchaser/TIA

Bidders are advised to submit their e-bids in the "Two-Bid" system with Technical and Financial bids separately on the e-tender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. Upon receipt of the e-tender portal, the technical proposals will be opened first.

NNR will open all e-bids, in the presence of the bidder's authorized representatives who choose to attend at the scheduled date and time at the designated place. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday, the e-Bid shall be opened at the appointed time and place on the next working day. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical e-Bids, NNR shall notify those bidders whose e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection. NNR will simultaneously notify the bidders, whose technical e-bids were considered acceptable and have been shortlisted for opening their financial e-bids.

7. Criteria For Evaluation of the Performance of Contractors for Pre-Qualification

7.1 Technical Evaluation

The detailed technical evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

7.2 NEGOTIATIONS AND WEIGHTS OFFER

7.2.1 The bidder must be prepared to furnish the detailed cost breakup and other clarifications concerning the proposals submitted by him, as may be required to adjudge the reasonableness of his price proposals.

7.2.2 If the negotiations with the Agency/ firms are successful, the award will be made to him. If negotiations fail, then the second highest rank bidder may be invited for negotiations.



Form – I

GENERAL INFORMATION

1. All Agencies/firms applying for pre-qualification are requested to complete the information in this form. Nationality information is to be provided for all owners or Bidders for partnerships or individually owned firms.

1	Name of firm.	
2	Principal Place of business-	
3	Correspondence Address:	
4	Office Telephone:	Mobile:
5	Fax:	E-mail:
6	Place of incorporation/registration: (Attach copy)	Date of incorporation: Registration valid up to:
7	Constitution or Legal status of bidder- a) An individual b) Proprietary firm c) Partnership firm d) Limited company or corporation	(Attach copy)
8	Power of Attorney of the signatory of Bid	(Attach)

Name of the Directors/ Partners	Position in the company	Nationality.
1		
2		
3		

Name of persons to be contacted and their contact details			
Name	Address	Phone No./Mobile	E-mail

Signature of Bidder.



Form- I A

DECLARATION (EARNEST MONEY)

I / We deposit herewith an Earnest Money for (Rs. in words) in the following form as per clause 3.9.2 of Instruction to Bidders/ as well as NIT.

I/We also agree to deposit requisite performance security/ additional performance security/security money as per the conditions of this tender document. The details of the deposit of Earnest Money are given below:

Sl. No.	Description	Amount Rs.	Period of Validity	Name of Issuing Bank/Post Office	Remarks

DATE

NAME

SIGNATURE & SEAL

ADDRESS



Form-I B

DECLARATION (AFFIDAVIT OF BID VALIDITY)

IMPORTANT: -

- 1- This affidavit is to be furnished positively at the time of submitting the tender.
- 2- The affidavit is to be typed on stamp paper worth Rs. 100/- duly signed and notarized, affixing a revenue stamp of Rs. 2/- only and the expenditure incurred shall be borne by the tenderer.

AFFIDAVIT FORM

Tender invited by
Tender for

..... Tender Notice
No. & Date Name of Tenderer
.....

IN CONSIDERATION of the NAGAR NIGAM RUDRAPUR having treated the bidder to be an eligible person, whose tender may be considered, the bidder hereby agrees to the conditions that the proposal in response to the above invitation shall not be withdrawn within 120 (One hundred and twenty) days from the date of opening the tender and the Bid Security shall be valid up to 45 days beyond the proposal validity period, also to the condition that if the bidder does withdraw his proposal within the said period, the earnest money deposited by him may be forfeited by the NAGAR NIGAM RUDRAPUR and I/we may, in addition to other actions detailed in the bid document, be debarred from tendering for one year reckoned from the date of opening of the tender, as per discretion of the later.

Signed this..... day of 202...

Signature of the Bidder

Witness

- 1.
- 2.



Form-II A

FINANCIAL INFORMATION

Details to be furnished duly supported by Audited Balance sheets/profit & loss account for the previous 5 (Five) Financial years ending 31.03.2023 duly certified by the Statutory Auditor as submitted by the Bidder to the Income Tax Department.

Banker

Name of Banker-	
Address of Banker-	
Telephone	Contact name & Title
Fax	Email-

Sl. No.	Particulars	Financial Year				
1	Gross Annual Turnover on Construction Works					
2	Profit/Loss					
3	Share Capital / Fixed Assets					
4	Net Worth					
5	Current liabilities: a) Book Cash credit) Other sundry creditors					
6	Solvency					

Note-

- (1) The information provided above shall be certified by the Statutory Auditor of the Firm and supported by copies of tax returns.
- (2) Permanent Account Number (IT):
- (3) Goods & Service Tax Registration Number. (4) Acknowledgement of Income Tax return: for the last 3 years. (Enclose copies for the Last Three Years)

Signature of Chartered Accountant with Seal.

Signature of Bidder & UDIN No.



Form-II B

SAMPLE FORMAT FOR SOLVENCY CERTIFICATE ON THE LETTERHEAD OF BANK

No. Dated:

(On Letter Head of Bank)

This is to certify that to the best of our knowledge and information M/s /Sri

..... address..... a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees). This is also certified that this limit is free for work and is not mortgaged anywhere. This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

Signature of the Bank Authority

Date: Name of Bank & Seal

Notes:

1. A Solvency Certificate issued by any Schedule Commercial Bank shall be accepted, which will be valid for 6 calendar months from the date of issue unless otherwise mentioned.
2. In the case of a partnership firm, the certificate to include the names of all partners as recorded with the Bank.
3. Solvency Certificates should be signed, dated and stamped by an authorised signatory of the Bank; otherwise, they shall be summarily rejected.
4. Certificates issued more than 365 days before the last date of bid submission shall not be accepted



Form- III

DETAILS OF SIMILAR TYPE OF WORKS COMPLETED

(In the same name and style) DURING LAST 10 YEARS.

Sl. No.	Name of Work	Brief Scope of Work	Name of client Department/ Employer	The aggregated value of executed works including the cost of material supplied by the department. (Rs. in Lacs)	Scheduled dates of		Reasons for delay, if any
					Start of work	Completion of work	

Note: The attested photocopy of the experience certificate of the Engineer-in-Charge not below the rank of Executive Engineer/Project Manager/ Project Head be appended with the details. In the absence of these documents, the work would not be considered for eligibility criteria.

Signature of Bidder



Form- IV

Information on Bid Capacity

(The affidavit is to be typed on stamp paper worth Rs. 100/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)

DETAILS OF WORKS WHICH ARE IN PROGRESS/ AWARDED ON THE DATE OF SUBMITTING THIS APPLICATION

Sl No.	Name of work/Place and State	Brief Scope of Work	Contract No. and Date	Name and Address of Employer	Value of Contract (Rs. in Lacs)	Stipulated date of start & completion	Value of works remaining to be completed (Rs. in Lacs)	Up to date Physical progress in %age	Anticipated date of completion with reasons for delay, if any.

Certified that all works (with any organisation and of all categories/types) which have either been awarded to us or are in progress on the date of bid submission have been included in the details given above and no work has been left out.

Signature of Bidder



Form – V

(SAMPLE FORM)

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORKS

S. No.	Designation	Total number	The number available for this work	Name	Qualification	Date of Birth	Experience in Yrs.	Remarks
1	2	3	4	5	6	7	8	9
1	Graduate Eng. Civil							
2	Diploma Eng. Civil							
3	Diploma Eng. Electrical							
4	Work Supervisor							

Signature of Bidder

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Form VI-A

EXPERIENCE OF WORKS

Name of work/project & location:

Nature of work:

Others:

Estimated cost: (Rs. Lacs)

Actual completion cost: (Rs. Lacs)

Date of start:

Date of completion

(i) Scheduled date of completion: (ii) Actual date of completion: Amount of compensation levied for delayed completion, if any: - (if levy of compensation not yet decided, it may be mentioned accordingly)

Performance Report: Very Good/Good/Fair/Poor

Dated: Executive Engineer/ Project Manager or Equivalent

(Seal)

Note: -The performance certificate should be clear and exhaustive enough to establish similarity with the work under Bid.



Form VI – B

PROPOSED TECHNOLOGY/METHODOLOGY

Please provide a brief description of:

1. Proposed Technology & Methodology with a brief approach for each part of the facility.
2. Description and capacity of plants and equipment required to accomplish the work within the stipulated time frame with desired operational & environmental standards.
3. Waste Quantity Split
4. Proposed disposal

Bidders shall refer to the SMW Rules, 2016/CPCB Guidelines for meeting the expected standards desired for Municipal Solid Waste.

LSI

LSI

LSI

LSI



Form -VII

(SAMPLE)

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT (LIKELY TO BE USED IN CARRYING OUT THE WORK) AVAILABLE WITH THE CONTRACTOR

S.No	Name of equipment	Nos.	Capacity	Remarks
1	2	3	4	5

Signature of Bidder (s)

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Form – VIII

(SAMPLE)

(The affidavit is to be typed on stamp paper worth Rs. 10/- duly signed and notarized with date, affixing a revenue stamp of Rs. 2/- only)

LITIGATION HISTORY

Name of Bidder or Partner of a Firm:

Date of Award or filing (if in process)	Name of client, cause of litigation, and matter in dispute and name of claimant party	Contract value (Rs. In Lacs)	Disputed amount (Rs. In Lacs)	Actual awarded amount (Rs. In Lacs)	Award For or against Bidder

Bidders including their partners shall provide information on the history of the litigation or arbitration resulting from contracts executed or under execution during the last five (5) years.

Providing any false or misleading information, or hiding any information, may result in disqualification of the Bidder.

In addition, each of the partners of the bidder shall certify that they are not banned by CPWD/PWD/MES/ OR any other Govt. agency.

Signature of Bidder



Form – IX

SAMPLE FORM

To,

Municipal Commissioner,

Nagar Nigam Rudrapur

Sir,

LETTER COMPRISING BID

Name of Work:

1. Having examined the Press Note, Notice Inviting Tenders and bid document I/ We offer to execute the works described above and remedy any defects therein in conformity with the Conditions of the Contract, specifications, drawings, Bill of Quantities and Addenda for percentage rate below/ percentage above/ at par as in the financial bid, as referred to in relevant clauses of Instructions to Bidder.
2. I/We confirm that our bid is according to the terms& conditions and specifications laid down in the bid documents. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we also authorize the employer or his representative to approach individuals, employers, firms and corporations to verify our competence and general reputation.
4. I/We undertake to commence the works on receiving the Notice to Proceed with work by the contract documents.
5. I/We agree to keep the offer in this tender valid for a period of 120 (One hundred and twenty) days as mentioned in the bid documents and not to modify the whole or any part of it for any reason within the above period. If the tender is withdrawn by me/us for any reason whatsoever, the Earnest Money deposited by me/us will be forfeited by the Nagar Nigam Rudrapur and other actions by bid documents may be taken against me.
6. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.
7. I/we hereby distinctly and expressly declare and acknowledge that before the submission of my/our tender I/we have carefully followed the instructions in the tender document and that I/we have made such examination of the contract documents and of the plans, specifications and quantity, and of the location where the said work is to be done, and such investigation of the work required to be done and regarding the materials required to be furnished as to enable me/us thoroughly understand the intention of the same and the requirements, covenants, agreements stipulations and restrictions contained in the contract and in the said plans and specifications and distinctly agree that I/we will not hereafter make any claim or demand upon NNR based upon or arising out of any alleged misunderstanding or misconception, the mistake on my/our part of the said requirements, stipulations, restrictions and conditions.
8. I understand that quantities given in the Bill of Quantities in Schedule 'G' are liable to change up to any extent. I will not demand any compensation/cost on this account.
9. I/we have deposited and uploaded proof of EMD deposit for Rs. for the work.
10. If my/our tender is not accepted, this sum shall be returned to me/us within 30th days of the award of the contract. If my/our tender is accepted, the earnest money shall be returned to me/us on my/our entering into a contract agreement duly furnishing performance/additional performance security deposit. If upon intimation being given to me/us by the Nagar Nigam

Nagar Nigam Rudrapur

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Handwritten signatures and initials at the bottom of the page.



Rudrapur of performance security/additional performance security deposit defined in the Tender Document, I/we fail to deposit the same, then I/we agree to the forfeiture of the earnest money.

11. I/We undertake and confirm that eligible similar work(s) has/have not been executed through another contractor on a back-to-back basis. Further, if such a violation comes to the notice of the Department, then I/We shall be debarred for tendering in future forever. Also, if such a violation comes to the notice of the Department before the date of start of work, the Engineer shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee/Additional Performance Guarantee.
12. Any notice required to be served on me/us if delivered to me/us personally or forwarded by post to me/us (registered) or left at my/our address given herein, such notice shall if sent by post, be deemed to have been served on me/us at the time when in due course of post, it would be delivered at the address to which is sent.
13. I/we fully understand that the written agreement (to be entered into between me/us and the Nagar Nigam Rudrapur) shall be the foundation of the rights of both parties and the contract shall not be deemed to be complete until the agreement has first been signed by me/us and then by the proper officer authorized to enter into contract on behalf of the Nagar Nigam Rudrapur.
14. I/we understand that you are not bound to accept the lowest or any bid you receive. Encl: As above

Address with phone No. Signature of Contractor/Tenderer

Name-

Dated the day of 2023

Signature of Witnesses: Name and address :



Form – X

Letter for Blacklisting

[Location, Date]

To,

[Name and address of Employer]

Subject: Letter of Declaration for not have been Blacklisted

We, [Name of Firm] have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of the employer by any Government/ Government board/ Corporation/ Company/ Statutory Body/ PSU Company/ Non-Government/ Government of any sovereign countries/ Private agencies and Funding Agencies in the last 3 years.

For [Name of Firm],

Authorized Signatory [In full and initials] Name and Title of Signatory:

Name of Firm: Address:



Form – XI

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value by relevant Stamp Act. The stamp paper is to be in the name of the firm/ company that is issuing the Power of Attorney).

We, M/s. (Name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms. (Name and residential address) who is presently employed with us and holding the position of, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work __ (name of work), including signing and submission of application proposal, participating in the meetings, responding to queries, submission of information/documents and generally to represent us in all the dealings with Nagar Nigam Rudrapur or any other Government Agency or any person, in connection with the works including receiving payments, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration until the culmination of the process of bidding till the Contract Agreement is entered into with Nagar Nigam Rudrapur and thereafter till the expiry of the Contract Agreement?

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney under this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the.....day of 20 (Signature and name of authorized signatory)

(Signature and name in block letters of all the remaining partners of the firm, Signatory for the Company)

Seal of firm/ Company

Witness 1:

Name:

Address:

Occupation:

Notes:

Witness 2:

Name:

Address:

Occupation:

- ✓ To be executed by all the members individually
- ✓ The mode of execution of the Power of Attorney should be by the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed by the required procedure



Format for Bank Guarantee

B.G. No.

Dated:

1. In consideration of you, Nagar Nigam Rudrapur, having its office at **Nainital Road, Near Indira Chouraha, Rudrapur, District - Udham Singh Nagar Uttarakhand - 263153**, (hereinafter referred to as NNR, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ [insert the name of the Bidder/Name of Consortium with the name of Lead Member] and having its office at _____ [and acting on behalf of its Consortium, if applicable] (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Project of RFP for **"Invitation to Transform Waste Management: Request for Proposal for the Establishment of a State-of-the-Art Municipal Solid Waste Processing Facility in Rudrapur in Accordance with SWM Rules 2016"**. (hereinafter referred to as "the Project") pursuant to the RFP Document dated Issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of relevant Clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to ANN an amount of **Rs 6,00,000/- (Rupees Six Lacs Only)** as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by NNR stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of NNR is disputed by the Bidder or not, merely on the first demand from NNR stating that the amount claimed is due to NNR because of the failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as outlined in the said Bidding Documents for any reason whatsoever. 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 6,00,000/- (Rupees Six Lacs Only)**.
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or such extended period as may be mutually agreed between NNR and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that NNR shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period outlined in the said Bidding Documents, and the decision of NNR that the Bidder is in default as aforesaid shall be final and binding on us,



notwithstanding any differences between NNR and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. To give full effect to this Guarantee, NNR shall be entitled to treat the Bank as the principal debtor. NNR shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Intent by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to NNR, and the Bank shall not be released from its liability under these presents by any exercise by NNR of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of NNR or any indulgence by NNR to the said Bidder or by any change in the constitution of NNR or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for NNR to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which NNR may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of NNR in writing.
12. The Bank declares that it has the power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and delivered by _____ Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

Handwritten signatures and marks at the bottom of the page.