

# NAGAR PALIKA PARISHAD BANDA, U.P.

## Tender Notice

Ref: No 1654 / NPP BANDA/2023-24/

Date 05-12-2023

Nagar Palika Parishad Banda, invites online Tender from experienced and reputed firms/Contractors, for Setting up solid waste processing facilities including wet waste processing facility, dry waste processing facility for dry waste processing and sanitary landfill for process inerts along with O&M of the facility, for segregation and quality enhancement of dry/recyclable waste and its disposal accordance of Solid Waste Management Rules-2016. The details of tender document can be downloaded from <https://etender.up.nic.in> and <https://nppbanda.in>

Interested firms/ Contractors can submit their tender on Date 06-12-2023 to 28-12-2023. 05:00 PM. The received Tender will be opened on 29-12-2023 Time 2:00 PM in the office of Executive Officer in the presence of Firms/representatives.

|   |                                   |                        |
|---|-----------------------------------|------------------------|
| Tender Fee Amount (including GST)               | 11800/-Rs.                        |                        |
| EMD Amount in the form of FDR/TDR/BG            | 3% of the Estimated Cost Annually |                        |
| Tender Fee submit in NPP Banda Bank A/C number. | A/C 38703633648                   | IFC CODE (SBIN0016807) |

  
Executive Officer  
Nagar Palika Parishad Banda  
Banda, U.P.

  
Chairperson  
Nagar Palika Parishad Banda,  
Banda, U.P.

- 1- Copy to office-in-charge ULB, Banda
- 2- Notice Board Nagar Palika Parishad Banda.

✓ 3- Daily Newspaper- अमर उजाला दिल्ली को इस आशय से प्रेषित कि कृपया उक्त निविदा सूचना का प्रकाशन अपने आगामी अंक में सरकारी दफ्तर माने का कष्ट करे तथा प्रकाशन उभयान्त समाचार पत्र श्री दैनिक प्रतिक के साथ अगतान हेतु मिल प्रसारित करने का कष्ट करे। उक्त क प्रकाशन दिल्ली संस्करण में करने का कष्ट करे।

  
Executive Officer  
Nagar Palika Parishad Banda,  
Banda, U.P.



**REQUEST FOR PROPOSAL**  
**FOR**  
**SETTING UP SOLID WASTE  
PROCESSING FACILITY IN  
NAGAR PALIKA PARISHAD  
BANDA, U.P**

**DECEMBER – 2023**

Nagar Palika Parishad Banda, U.P.

Mobile No:- 8189078207

E-mail: - [eonppbandabn-up@nic.in](mailto:eonppbandabn-up@nic.in)

## RFP for Setting up Solid Waste Processing facilities in

|                                     |   |
|-------------------------------------|---|
| <b>Tender Details:</b>              |   |
| <b>Name of Work</b>                 | Setting up solid waste processing facilities including wet waste processing facility, dry waste processing facility for dry waste processing and sanitary landfill for process inerts along with O&M of the facility for the duration of <b>7+4</b> (subject to review) years (excluding initial 1 year of defect liability period) including GST in Banda, U.P.  |
| <b>Bid Issuing Authority</b>        | Nagar Palika Parishad Banda, U.P.   |
| <b>Date of Issue/ Publication</b>   | <b>06/12 /2023</b>  |
| <b>Project Area</b>                 | <b>Nagar Palik Parishad Banda, Uttar Pradesh</b>  |
| <b>Bid Document Cost</b>            | INR 11800/- (including 18% GST) on account of <b>NagarPalika Parishad Banda</b>   |
| <b>Bid Security (Earnest Money)</b> | The Earnest Money Deposit (EMD) is <b>3% of The Estimated Cost annually</b> which will be in the form of FDR/TDR/BG of a Nationalised /Scheduled bank of India in favour of the "Executive Officer, Nagar Palika Parishad, Banda, payable at 'Banda, U.P.' which will be returned to the unsuccessful Bidders after the award of contract. The Earnest Money of the successful Bidders will be retained as part of the Security Deposit   |
| <b>Performance Guarantee</b>        | Submission of PBG through BG/FDR deposit. Performance security may be furnished in the form of an account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/ confirmed from any of the commercial bank in India. There is 5% CAPEX (valid for 1 year of till the time of plant completion + 30 days) performance guarantee and <b>5%annual</b> .<br>OPEX performance guarantee and shall be deposited in the form of BG/FDR.OPEX performance guarantee shall be valid through annual renewal mode for the entire duration of the contract plus 90 days. |
| <b>Pre-Bid Meeting Date</b>         | <b>13/12/2023</b>   |
| <b>Due Date of Bid Submission</b>   | <b>28/12/2023 5:00 P.M</b>  |
| <b>Time and Date of Technical</b>   | <b>29/ 12/2023, 2.00 P.M. at the office of Executive Officer, Nagar Palika Parishad, Banda.</b>   |
| <b>Validity of the Bid</b>          | 180 days from the bid due date  |
| <b>Undertaking the work</b>         | Within 7 days of works order, Asset deployment time is 45 days.   |
| <b>Duration of Contact/ Work</b>    | The duration of the contract is <b>7+4</b> (subject to review) years  |

**Executive Officer**  
Nagar Palika Parishad  
Banda, U.P.

## DISCLAIMER

The information contained in this Request for Proposal document (“RFP document) or subsequently provided to Applicant(s), whether verbally or in documentary or in any other form, by or on behalf of Nagar Palika Parishad, Banda,U.P. (hereafter referred to as “Authority”) or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing.

This RFP document is intended to be and is hereby issued only to the prospective Applicants. The purpose of this RFP document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, adequacy, correctness, reliability or completeness of the RFP document.

Information provided in this RFP document to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP document.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of bid submission.

The issue of this RFP document does not imply that the Authority is bound to select an Applicant or to appoint the selected Applicant or Selected Bidder/Agency, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## Section 1. Letter of Intent

The Nagar Palika Parishad Banda is inviting Request for Proposal for Setting up SolidWaste Processing Facilities in Nagar Palika Parishad Banda.

1. The detail of the services is provided in the Terms of Reference in this RFP document and qualification requirement is at Section: Instructions to Bidders.
2. A firm will be selected under “**QCBS – Quality and cost-based selection with 30 (Technical) & 70 (Financial) weightage**” (minimum qualifying score technical score is 70%).
3. The RFP includes the following documents:

Section 1 - Letter of Intent

Section 2 - Instructions to Bidders

Section 3 - Terms of Reference

Section 4 - Technical Proposal - Standard Forms

Section 5 - Financial Proposal - Standard Forms

Section 6 - Standard Forms of Contract

Sd/-,

Executive Officer  
Nagar Palika Parishad  
Banda

## Section 2: Instructions to Bidders

### Part I

#### Standard

##### 2.1 Definitions

- a) “**Addendum**” means the clarification issued against the bidder’s query placed before the employer in writing It may be released in form of addendum or corrigendum.
- b) “**Employer**” means the Authority who have invited the bids for the services and/ or with which the selected Bidder signs the Contract for the Services and to which the selected bidder shall provide services as per the terms and conditions and TOR of the contract.
- c) “**Bidder**” means any entity or associations of person or organization /companies / firms who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- d) “**Contract**” means the Contract signed by the Parties and all the attached documents listed in its Clause, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- e) “**Project specific information**” means such part of the Instructions to Bidders used to reflect specific project and assignment conditions.
- f) “**Day**” means calendar day.
- g) “**Government**” means (Authority) Nagar Palika Parishad Banda
- h) “**Instructions to Bidders**” means the document which provides Bidders with all information needed to prepare their proposals.
- i) “**Lol**” means the Letter of Intent being sent by the Employer to the bidders.
- j) “**Personnel**” means professionals and support staff provided by the Bidder or by any Sub Bidder and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- k) “**Proposal**” means the Technical Proposal and the Financial Proposal.
- l) “**RFP**” means the Request for Proposal prepared by the Employer for the selection of Bidders, based on the SRFP.
- m) “**Assignment / job**” means the work to be performed by the Bidder pursuant to the Contract.
- n) “**Terms of Reference**” (**ToR**) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the job.
- o) “**GoUP**” means Government of Uttar Pradesh.
- p) **SBM** means Swachh Bharat Mission (Urban)



## 2.2 Details

- 2.2.1 The Employer will select the Bidder meeting basic eligibility criteria as mentioned in document and in accordance with the method of selection specified in the document.
- 2.2.2 Detailed scope of the assignment/ job has been described in the document.
- 2.2.3 The date, time and address for submission of the proposals has been given.
- 2.2.4 Bidders 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 physical survey of the ULB/s.
- 2.2.5 The Employer will provide at no cost to the Bidders the inputs and facilities specified in the document, assist the bidders in obtaining licenses and permits needed to carry out the Assignment/ job, and make available relevant project data and reports.
- 2.2.6 Bidders 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 prior to Contract award, without thereby incurring any liability to the Bidders.
- 2.2.7 Eligible Bidder / Agencies/ Companies should submit Detailed Project Report (DPR) along with proposal conducting through site visit
- 2.2.8 Models and estimates are attached for reference only and Bidder should submit the details of Estimate/ BOQ etc.as required
- 2.2.9 Additional cost of expenditure or over that of allocated Limit if any will be borne by the Bidder
- 2.2.10 CCTV & OCMS systems to be established by the selected bidder.
- 2.2.11 After installations the Eligible/Selected bidder must submit Videography proof of all the components of machines / equipment's components installed functional as mentioned in DPR should be submitted.

## 2.3 Clarification and Amendment of RFP Documents

- 2.3.1 Bidders may request a clarification on any clause of the RFP documents. Any request for clarification must be sent by standard electronic means to the Employer's address indicated and within the timeframe mentioned in the Data Sheet. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.3.2 below.
- 2.3.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum by standard electronic means. The addendum shall be sent to all Bidders as per stipulated timeframe mentioned in the Data Sheet and will be binding on them. Bidders shall

## RFP for Setting up solid waste processing facilities in Banda, U.P.

acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### 2.4 Proposal Validity

2.4.1 Proposal validity to be set at 180 Days from the date of submission of this bid.

### 2.5 Preparation of Proposals

2.5.1 The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English language, unless specified otherwise.

2.5.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

2.5.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:

2.5.4 Depending on the nature of the Assignment/ job, Bidders are required to submit a Technical Proposal (TP) in forms provided in the RFP. Submission of non-responsive Technical Proposal will result in the Proposal being deemed ineligible. Form Tech – I is a sample letter of technical proposal which is to be submitted along with the technical proposal.

2.5.5 The **Technical Proposal** shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.

2.5.6 **Financial Proposals:** The Financial Proposal shall be prepared using the attached Standard Forms. It shall list all costs associated with the Assignment/job. If appropriate, these costs should be broken down by activity and timeline, if appropriate, into foreign (if applicable) and domestic expenditures. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

### 2.6 Taxes

2.6.1 The bidder has to quote the price excluding GST. The GST at any given time if fluctuate, the same shall be applicable to the client as per actuals.

### 2.7 Currency

2.7.1 Bidders must express the price of their Assignment/ job in India Rupees (₹).

### 2.8 Earnest Money Deposit (EMD) and Bid Processing Fees

2.8.1 Earnest Money Deposit

- The Applicant shall deposit an **Earnest Money Deposit (EMD) of 3% of The Estimated Cost annually** in accordance with the provisions of this

## **RFP for Setting up solid waste processing facilities in Banda, U.P.**

RFP document. The Applicant has to provide the EMD in favor of Nagar Palika Parishad Banda.

- Proposals not accompanied by EMD shall be rejected as non-responsive.
- No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- The EMD of the unsuccessful bidders would be returned within 30 days after acceptance of LoA by the selected bidder.

2.8.2 The EMD shall be forfeited by the Employer in the following events:

- If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- If the bidder tries to influence the evaluation process till the completion of Bid including both Technical and financial.
- If the bidder withdraws their proposal post signing of the LoA till the time project is completed.

## **2.9 Bid Processing Fees**

2.9.1 All bidders are required to pay INR 11,800/- including GST in favour of the Employer through online payment. The Bid Processing Fee is Non-Refundable. Non-submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

## **2.10 Pre-Bid Meeting:**

2.10.1 The interested bidder can attend Pre-bid meeting, or they could send their enquiry on or before scheduled date.

2.10.2 The interested bidder who wants to attend Pre-bid meeting must submit their query in writing through email mentioned in RFP within 24 hours after closing of Pre-bid meeting and no query will be entertained after the closure of time.

2.10.3 Interested bidders need to share their interest via e-mail to the following email id- [eonppbandabn-up@nic.in](mailto:eonppbandabn-up@nic.in), the online meeting link will be shared with the interested shared bidders through email. through email.

## **2.11 Submission, Receipt and Opening of Proposal**

2.11.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1, and FIN-1.

2.11.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign.

2.11.3 Applicant (authorized signatory) shall submit its offer for preliminary qualification, technical and financial proposal e-procurement system. However, Tender Document Fees, and Earnest Money Deposit (EMD) should be deposited as per details provided in the bid document. The bid document complete in all respect is to be submitted on or before the time of last date of submission of bid through e-procurement system. The Authority will not be responsible for delay in submission due to any reason.

2.11.4 The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. Bidder shall submit their offer only in online electronic format both for technical and financial proposal and all documents should be digitally signed. However, scan /screenshot of transfer of Proposal fees, EMD and all original papers related to Bank guarantee, power of attorney etc. as mentioned in Table and should be uploaded along with the technical bid.

## **2.12 Proposal Evaluation**

2.12.1 From the time the Proposal are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the

Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.

2.12.2 The employer has constituted a Bidder Selection Committee (BSC) which will carry out the entire evaluation process.

2.12.3 **Evaluation of Technical Proposals:** BSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.

2.12.4 The BSC shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.

2.12.5 Public opening & evaluation of the Financial Proposals: Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data sheet, in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, their technical score (if required) and their financial proposal shall be read aloud.

2.12.6 The BSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail for both the cases. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

2.12.7 After opening of financial proposals, appropriate selection method shall be applied to determine the bidder who will be declared winner and be eligible for award of the contract. The methods of selections are described in the RFP document [The employer shall mention here which method out of all listed method shall be applied for selection of bidder for this assignment / job].

### **2.13 Award of Contract**

2.13.1 The Employer shall issue a (LoI) Letter of Intent to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.

2.13.2 The bidders will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract within 21 days of receipt of the letter of intent.

2.13.3 The Bidder is expected to commence the Assignment/ job on the date and at the location specified in the document.

2.13.4 If at any point of time post award of contract, the winning bidders withdraws their proposal then the LoA (Letter of Awards) may be awarded to the bidder coming 2<sup>nd</sup> in the evaluation process subject to their agreement on undertaking the work on the lowest rate quoted in the bid. The same is subject to discretion of the Authority.

### **2.14 Confidentiality**

2.14.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

2.14.2 The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.

2.14.3 The selection process shall be governed by and construed in accordance with the laws of India and Banda, District Courts at Nagar Palika Parishad Banda, and High Court of judicature at the Allahabad shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

**2.15 JV/Consortium**

2.15.1 **No Consortium/JV is allowed in this proposal.** (Bidders using credentials of parents/subsidiary (partial or wholly owned) will not be allowed and all credentials should be in the name of entity submitting the bid).

**DATA SHEET**

| S.No. | Particulars  | Details  |
|-------|--|--|
| 1.    | Name of the Employer:  | Nagar Palika Parishad Banda  |
| 2.    | Name of the Assignment/ job:                                     | Setting up solid waste processing facilities including wet waste processing facility, dry waste processing facility for dry waste processing and sanitary landfill for process inert along with O&M of the facility for the duration of 7+4 (subject to review) years including GST in Nagar Palika Parishad Banda, U.P. |
| 3.    | Date & time and address for submission of proposal/ bid:         | 28 /12 /2023 up to 5:00 PM (online Submission)   |
|       | Date:  | 28/12/2023   |
|       | Time:  | 5:00P.M  |
|       | Address:   |  |
| 4.    | The Employer's representative is:                                | Executive Officer, Nagar Palika Parishad Banda   |
|       | Address:   | Nagar Palika Parishad Banda  |
|       | Mobile No.   | 8189078207   |
|       | Facsimile:   |  |
|       | E-mail:  | eonppbandabn-up@nic.in   |
| 5.    | Proposals must remain valid days after the submission date, i.e. | 180 days   |
| 6.    | Bidders may send in their queries till Date:                     | NA   |
| 7.    | Pre-Bid Meeting Date:  | 13 /12 /2023   |
| 8.    | Contact  |  |
|       | The address for requesting clarifications is:                    | Nagar Palika Parishad Banda  |
|       | Facsimile:   |  |
|       | Email:   | eonppbandabn-up@nic.in   |
| 9.    | Proposal Submission  | In addition to technical proposal, Bidders are required to submit financial proposal (prescribed forms attached). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.  |

**RFP for Setting up solid waste processing facilities in Banda, U.P.**

|    |  |  |
|----|--|--|
| 10 | Addendum to be issued  | Within 2 weeks of Clarification submission end date.   |
| 11 | Taxes  | Bidder must quote the bid amount without GST, however all other taxes/levies/ <b>octroi</b> /income tax/personal tax (excluding GST) etc. to be borne by the bidder under the contract.          |
|    |  | GST as per actual will be borne by the employer but it is to be paid/settled by the bidder to the concerned authority which will be reimbursed by employer on submission of requisite documents. |
| 12 | Bidder to state the cost in  | Indian Rupees (INR; ₹)   |
| 13 | Evaluation Criteria: Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed: | Detailed evaluation as mentioned below this Table of Data Sheet.   |

|                                |  |
|--------------------------------|--|
| <p>14. Method of Selection</p> | <p>QCBS (30 Technical: 70 Financial) based selection</p> <p><b>Stage 1a: Pre-Qualification:</b><br/>a) Bidders who qualify in the Eligibility Criteria will be considered for Technical Evaluation in Stage</p> <p>1b<br/><b>Stage 1b: Technical Qualification:</b><br/>Bidders who qualify the following will move to Stage</p> <p>2:<br/>a) Eligibility as per RFP requirement.<br/>b) Test of Responsiveness complete (complete document submission).<br/>c) Minimum score of 70% marks.<br/>Technical Score <math>S(t) = S(c) * 0.30</math> (weightage of 30%)<br/>Where, S(c) is the score obtained in process 1b.<br/>Stage 2: Financial Proposal</p> <p><b>Requirement for eligibility in Stage 2:</b><br/>a) Cleared stage 1 (1a and 1b with minimum 70% marks in stage 1b).<br/>b) financial proposal as per the requirements (Eligibility and document) of RFP<br/>c) Test of Responsiveness complete (complete document submission).</p> <p>Financial Score <math>(F_s) = F(m)/F(e) * 0.70</math> (weightage of 70%)<br/>Where <math>F_m</math> = Minimum Financial Quote<br/><math>F(e)</math> = Bid under evaluation<br/>Total Score <math>(H) = S(t) + F(s)</math><br/>Bidder with the highest Total Score (H1) will be selected</p> <p>Bidder with the highest Total Score (H1) will be selected.</p> <p>In-case of a tie; the bidder with a higher technical score will be qualified, on further tie the bidder with higher average annual turnover of last 3 consecutive financial years 2020-21, 2021-22 &amp; 2022-23 will be qualified.</p> <p>(Calculations will be adjusted to two decimal places for both commercial bid and Technical Score calculations, if required)</p> |
|--------------------------------|--|



**Project Responsibility Matrix**

| <b>S.No.</b> | <b>Responsibility Description</b>  | <b>Ownership</b>                |
|--------------|--|---------------------------------|
| 1            | Project Authority  | Nagar Palika<br>Parishad Banda, |
| 2            | Purchase of all plant machinery and equipment  | Selected Bidder/Agency          |
| 3            | Installation and maintenance of weighbridge  | Project Authority               |
| 4            | Provide encroachment free site for setting up the plant with connectivity to approach road and electricity and power supply availability till entrance of the facility | Project Authority               |
| 5            | Civil construction   | Project Authority               |
| 6            | Plant O&M  | Selected Bidder/Agency          |

## 2.16 Procedure for Detailed evaluation of Technical qualifications (Pre-Qualification)

The firms will be shortlisted against the eligibility criteria. Those who qualify / fulfil these criteria shall be considered for technical evaluation.

| Sl. No | Procedure for Detailed evaluation of Technical qualifications.  |  |
|--------|---|--|
|        | The firms will be shortlisted against the eligibility criteria. Those who qualify/fulfill these criteria, shall be considered for technical evaluation.   |  |
|        | Particulars   | Supporting Documents to be submitted   |
| 1      | The Bidder shall be a private company, firm, LLP entity incorporated in India under the (Indian) Companies Act 1956 / 2013 or a company formed under any other law for the time being in force and should at least be <b>5 years old</b> . The Bidder shall be required to submit a true copy of its Incorporation Certificate.   | Copy of Certificate of Incorporation / Relevant document issued by Government.   |
| 2      | The Bidder must have a valid GSTN certificate.  | Copy of GSTN Certificate   |
| 3      | The Bidder should not be blacklisted/ debarred under any contract by any Government/ Government Board/ any Urban Local Body of the Country / Corporation Company/ Statutory Board/ PSU company/ Government of any sovereign countries in the last <b>5 years</b> .  | Self-Certification by the bidder   |
| 4      | <p>The Bidder should have 1 completed/ *Ongoing project of establishing waste processing facility (any technology) with any of Central or State Government/Local bodies (i.e., Municipal Corporation/PSU's. / Government/Urban Local bodies of minimum <b>80% of plant capacity</b> within last <b>5 years</b> till the date of submission of this tender.</p> <p>Or</p> <p>The Bidder should have 2 completed/ *Ongoing project of establishing waste processing facility (any technology) with any of Central or State Government/Local bodies (i.e., Municipal Corporation/PSU's. / Government/Urban Local bodies of minimum <b>50% of plant capacity</b> each within last <b>5 years</b> till the date of submission of this tender.</p> <p>Or</p> <p>The Bidder should have 3 completed/ *Ongoing project of establishing waste processing facility (any technology) with any of Central or State Government/Local bodies (i.e., Municipal Corporation/PSU's. / Government/Urban Local bodies of minimum <b>40% of plant capacity</b> each within last <b>5 years</b> till the date of submission of this tender.</p> <p>(*Ongoing: If the work is ongoing then the bidder should have <b>5 years</b> of continuous operation and maintenance of the wasteprocessing facility till submission of tender document).</p> | Copy of contract agreement / work orders and successful completed performance certificate by competent Authority along with TDS Certificate. |

|    |   |   |
|----|---|---|
|    | <p style="text-align: center;"><b>Or</b></p> <p>The Bidder should have 1 completed/ *Ongoing Projects relating to Scientific Dumpsite Reclamation/ Bioremediation of Dumpsites facility with any of the approved technologies in India in any of Central or State Government/ urban Local bodies in India within last <b>5 financial years</b> prior to the due date of this Bid submission as per the following details:</p> <p>A) One Project of Minimum <b>80% of plant capacity* 365</b> Metric Tons</p> <p style="text-align: center;">Or</p> <p>B) Two Projects of Minimum <b>50% of plant capacity* 365</b> Metric Tons</p> <p style="text-align: center;">Or</p> <p>C) Three Projects of Minimum <b>40% of plant capacity* 365</b> Metric Ton</p> <p>(*Ongoing: If the work is ongoing then the bidder should have received at least 60% payment of the total contract value till submission of tender document).</p> |   |
| 8  | <p>Bidder should have average Annual Turnover of last three (3) financial years, i.e., 2020-21, 2021-22 &amp; 2022-23 at-least INR <b>30% of Estimated Project Cost</b>. (In case of audited statement not available for 2022- 23 then bidder may submit audited statements for (FY 2021-22)</p>  | <p>Copy of the audited profit and loss account along with audited balance sheet of the company showing turnover of the company for last three years<br/>CA Certificate for Turnover</p> |
| 9  | <p>The Bidder shall have a <b>positive</b> Net Worth at the close of the preceding financial year as on date of 31.3.2023 or after.</p>   | <p>CA Certificate for Net Worth</p>   |
| 10 | <p>Bidder shall submit latest Bank Solvency Certificate (not older than 6 months from Bid due Date) for a value not less than <b>20% of Estimated Project Cost</b>.</p>   | <p>CA Certificate for Net Worth</p>   |
| 11 | <p>Bidder should not have incurred any loss in any of the 2 years during the last three years of operation i.e., <b>2020-21, 2021-22 &amp; 2022-23</b></p>  | <p>Audited balance sheet to be submitted for the same</p>   |

## 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:

| S. No.   | Specific experience of the bidder firm   | M.M (100)       | Document Proof  |
|----------|--|-----------------|---|
| <b>A</b> | <b>Average Annual Turnover of last 3 consecutive years i.e., 2020-21, 2021-22 &amp; 2022-23 (As per the bank / CA statement)</b>   | <b>20 Marks</b> | Average Annual Turnover statement certified from CA         |
| 1        | 30% of Estimated Project Cost to ₹ ___ Cr  | 14 Marks        |   |
| 2        | Above ₹ 1.5 Cr. – ₹ 2.0 Cr.  | 16 Marks        |   |
| 3        | Above ₹ 2.0 Cr. – Below or equal to ₹ 2.5 Cr.  | 18 Marks        |   |
| 4        | Above ₹3.0Cr.  | 20 Marks        |   |
| <b>B</b> | <b>Experience of establishing and O&amp;M of SWM Processing (Wet Waste) plants (any technology) or Legacy Waste Remediation for any of the Government / Local bodies / (i.e., Municipal Corporation / Local Bodies) or PSU's. (aggregate of current running project) within last 5 years i.e., 2018-19, 2019-20, 2020-21 &amp; 2021-22, 2022-23 (Average for minimum 1 continuous year period)</b> | <b>25 Marks</b> | Experience certificate along with Work Order/ Contract copy |
| 1        | Plant Capacity 55 TPD Or Plant Capacity *365 – 20075 Metric Tons/Year  | 18 Marks        |   |
| 2        | 51.0 - 74.0 TPD Or 27000.0 Metric Tons/Year  | 20 Marks        |   |
| 3        | 75.0 - 99.0 TPD Or 36000.0 Metric Tons/Year  | 22 Marks        |   |
| 4        | Above 100 TPD Or Above 36500.0 Metric Tons/Year  | 25 Marks        |   |
| <b>C</b> | <b>Experience in sale of byproducts (RDF or Compost) generated from Municipal Solid Waste processing projects in last 3 financial years, cumulatively. Bidder shall submit either client certificate or statutory auditors certificate confirming the quantity sold in last three financial years</b>  | <b>15 Marks</b> | Experience certificate along with Work Order/ Contract copy |
| 1        | Average of minimum 20% of Plant Capacity * 365 tons in last 3 years  | 11 marks        |   |
| 2        | Average of minimum 25% of Plant Capacity * 365 *2 tons in last 3 years   | 13 marks        |   |
| 3        | Average of minimum 30% of Plant Capacity * 365 *3 tons in last 3 years   | 15 marks        |   |
| <b>D</b> | <b>Number of projects executed in the past for &gt;= Plant Capacity (As a sole bidder or in JV with &gt;50%shareholding)</b>   | <b>10 marks</b> | Self-Certification by the bidder with Challan copies/ESI/PF |
| 1        | 0-2 Projects   | 7               |   |
| 2        | Between 3-5 projects   | 8.5             |   |

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|          |  |                        |  |
|----------|--|------------------------|--|
| 3        | Above 5 projects   | 10                     |  |
| <b>E</b> | <b>Presentation before the technical committee constituted by the Authority:</b>   | <b>30 marks</b>        | Approach and Methodology with elaborate plan on each factor. |
|          | The PPT/Document should have the following components (not exhaustive):  |                        |  |
| 1        | Technical profile of the company   | 6                      |  |
| 2        | Understanding of the Scope of Work   | 6                      |  |
| 3        | Proposed methodology of bidder for undertaking the assignment<br>a) Work Plan<br>b) Manning Schedule<br>c) Understanding of TOR<br>d) DPR for Plant installation details & Operation & Maintenance | 6                      |  |
| 4        | Monitoring and Execution plan  | 6                      |  |
| 5        | Market development plan for RDF/Plastic recycling unit and process inerts including sale of recyclables  | 6                      |  |
|          | <i>The price bids of only those bidders who qualify technically (equal &amp; above 70 marks) will be considered for financial evaluation.</i>  | <b>Total 100 Marks</b> |  |

## Section 3: Terms of Reference

### 3.1 Background

Uttar Pradesh, Brief Profile: Uttar Pradesh is the 4<sup>th</sup> largest state in terms of geographical area covering 9.0 per cent of the country's geographical area. It is also the most populous state in India consisting of 19.96 crore (199.6 million) inhabitants as per 2011 Census, out of which 15.51 crore live in rural areas and 4.45 crore in urban areas. There has been a net addition of about 1.09 crore persons in the urban areas during 2001-2011. Thus, about 16.50% of the total population and 11.80% of the urban population of India reside in Uttar Pradesh. Out of 4041 statutory towns of India 652 (i.e., 16%) exist in Uttar Pradesh. Percentage of urban population to total population of the State stands at 22.28 as per 2011 Census whereas; this percentage was 20.78 in 2001. Thus, an increase of

1.50 percentage points has been recorded in the urban population during 2001-2011. The decadal growth of urban population during 2001-2011 has been 28.82 per cent as against 31.80 per cent during 1991-2001. Administratively, Uttar Pradesh is divided into 75 districts under 18 divisions at present there are 652 Urban Local Bodies (ULBs) in the state with total area 6264.57 sq. km. Many ULBs are of very small population. 585 out of 652 ULBs have population of less than one lakh.

The State Municipal Commissionerate, Swachh Bharat Mission (Urban), GoUP is focused on 100% scientific processing of waste in all ULBs of the state. Under the vision the state aims to establish state of the art integrated waste management facilities in towns and districts focusing on waste processing/plastic recycling and waste management and scientific disposal of process inerts.

### 3.2 Project Background

The bidder shall be responsible for establishing a SWM waste management plant with separate arrangements for both wet waste processing and dry waste processing including establishing a sanitary landfill within the site for process inerts and rejects the plant/process shall be according to SWM Rules 2016 and adhere to all relevant CPHEEO guidelines issued from time to time and directions from Hon'ble court / NGT and from Govt. time to time.

### 3.3 Objective

The overall objective of this project is to create an efficient and effective solid waste management system in Banda municipality. The sub objectives are as follows:

- a) To comply with Solid Waste Management Rules, 2016 and applicable laws, rules, guidelines in India and best Engineering practices through Public Private Participation.
- b) To improve the existing standards of public health and environmental quality by establishing technically suitable MSW processing plant for conversion of MSW to useful products- Compost /Bio gas/ Energy / RDF Incl. Recycling of recoverable material and safe disposal of residue inert waste as generated during waste processing at the earmarked position to be shown.

- c) Improve productivity of manpower, materials and equipment and promote economic operations of services.
- d) Promote and protect the quality and sustainability of overall urban environment in the service area.

### 3.4 Scope of Work

3.4.1 The State Municipal Commissionerate SBM (U) is desirous of implementing an Integrated Municipal Solid Waste processing facility covering various components of waste also focusing on waste recycling and 100% scientific processing and disposal of waste.

**i. Wet Waste Processing Facility:**

- a. Design, Build, Install and Commissioning Municipal Wet Waste Processing facility based on Windrow Composting Technology/ Bio-methanation Technology/ or any open technology (except WTE) with pre-sorting facility during the contract period and O&M for 7+4 (subject to review) years (Renewable based on effective performance). The technology proposed is open technology.
- b. Preparation of design, drawing and specifications of required civil works and plant & machinery of capacity for processing of waste likely to generate till next 7+ 4 (subject to review) every year.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of Authority/representative. The amount needed for vetting to be borne by the concerned agency.
- d. All sites should be visited before quoting of the rates at the expenses of agency.
- e. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- f. All types of clearance and NOC required for Installation / Commissioning and Operating have to be taken from appropriate authorities beforehand. Authority will only provide necessary support for acquiring such clearance/NOC.
- g. Installation of plant & machinery for waste processing.
- h. The bidder shall also set up a leachate treatment facility in accordance of applicable rules and regulations.
- i. The bidder will minimize foul odour generation, prevent off-site migration of gaseous emissions. Ambient air quality at the site and in

the vicinity shall be monitored to meet the specified standards as per CPCB and SPCB rules and regulations.

- j. The processing plant shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best Engineering practice.
- k. Electricity, water etc. utility expenses/ charges will be borne by the bidder.

**ii. Dry waste processing facility (in same premises)**

The selected bidder/agency would be required to take up following components under this contract assignment at their cost:

- a. Design, Build, Install and Setting up dry waste processing facility of adequate capacity with operation & maintenance for 7+4 (subject to review) years (Renewable based on effective performance) for Municipal Solid Waste.
- b. Preparation of design, drawing and specifications of required civil works and plant & machinery of capacity for processing of waste likely to generate till next 7+4 (subject to review) every year.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of Authority/representative. The amount needed for vetting to be borne by the concerned agency.
- d. All sites should be visited before quoting of the rates at the expenses of agency.
- e. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- f. All types of clearance and NOC required for Installation/ Commissioning and Operating have to be taken from appropriate authorities beforehand. SUDA/ULB/ Corporations will only provide necessary support for acquiring such clearance/NOC.
- g. Set up and operate the dry waste processing facility in the plant premises.
- h. Selected Bidder is required to dispose of any RDF being produced at the plant. For the same the selected bidder must form a tie-up with any cement manufacturer/electricity plant on its own. Any revenue generated through sale of RFD shall be with the bidder and the same should be considered while calculating O&M costs. Selected bidder however has to maintain a record for such sales and the same should be shared with the authority as part of monthly bill submission.



- i. Any value added required to be done for the plant to produce valuable by-products like briquettes/charcoal lumps from RDF to increase profitability from by-products the same facility can be added to the plant at bidder's own cost.
- j. Dispose the recyclables recovered at the MRF facility (Already present in the ULB) as per the SWM Rules 2016 and other applicable environmental laws. Selected bidder however has to maintain a record for such sales and the same should be shared with the authority as part of monthly bill submission.
- k. Electricity, water etc. utility expenses/ charges will be borne by the bidder.

### iii. Sanitary Landfill (within same premises)

The selected bidder/agency would be required to take up following components under this contract assignment at their cost:

- a. Design, drawing, construct & build Sanitary Landfill at the designated location.
- b. Preparation of design, drawing and specifications of required civil works for the disposal of inert/end product likely to generate from processing plants for a minimum period of 20 years as per SWM rule 2016.
- c. All the design, drawing & specification should be vetted from any Govt. institute/ authorities preferably within the state boundary as per approval of the project authority or his/her authorized representative. The amount needed for vetting to be borne by the selected agency.
- d. The inert materials should be collected from all the processing plants (wet waste and dry waste plants).
- e. The site for the SLF should be visited before quoting of the rates at the expenses of agency.
- f. All tests should be done from any Govt. Institutions or Authorities or any reputed NABL accredited laboratory.
- g. All types of clearance and NOC required for Setting up of SLF should have to be taken from appropriate authorities beforehand. The Authority/ULB will only provide necessary support for acquiring such clearance/NOC.
- h. The Sanitary Landfill shall meet standards prescribed by Ministry of Environment & Forest and other applicable laws, rules, guidelines and best engineering practice.

- i. Electricity, water etc. utility expenses/ charges will be borne by the bidder.
- j. To Operate and Maintain the Sanitary Landfill Facility as per the Schedule I of Solid Waste Management Rules, 2016 and also follow all technical specifications as per CPHEEO 2016 SWM Manual Published by Ministry of Environment, Forests and Climate Change (MOEF&CC).
- k. The contractor is responsible for making arrangement for daily soil cover as specified in the Schedule I of Solid Waste Management Rules, 2016

#### **3.4.2 Scope of the Nagar Palika Parishad Banda:**

- a. Provide land of suitable size for setting up the plants and construction of Sanitary Landfill to the agency.
- b. Provide assistance to the agency towards getting any types of clearance/ NOC or electric / water connections etc.
- c. Conduct capacity building workshops and through IE&C spread the awareness for waste segregation at source.
- d. Responsibility of the Nagar Palika Parishad Banda, to provide minimum waste to the plant everyday to the quantity not less than 80% of the designed capacity of the plant.
- e. It shall be the responsibility of the Nagar Palika Parishad to not provide waste more than 120% of the designed plant capacity during any month of plant operation.

#### **3.4.3 Sale of Recyclables, Products or Bye-products:**

- a. The concessionaire will process the waste using appropriate technology such that the waste after processing is reduced (inert) upto less than 10% of the total waste.
- b. The concessionaire shall segregate all reusable & recyclable material including debris and construction material and shall dispose off them as per the provisions made in SWM Rules, 2016.
- c. The concessionaire shall also assess the market and provide details for comprehension of the marketing plans for all bye-products. The concessionaire shall make all efforts to sell 100% of such products & bye-products every day so that the reusable & recyclable by-products are not required to be stored at the site more than 45 days of generation of the bye-products. The revenue generated from such sales shall be kept with the bidder only however details of the revenue

generation should be shared with the authority as part of monthly invoice submission. The bidder must consider this revenue while submitting financial proposals to make the bid more competitive.

#### 3.4.4 Record keeping and Reporting:

- a. The concessionaire on behalf of client will keep the weigh bridge (to be established at the cost of concessionaire) record of entry of waste received and exit of waste/inert materials after processing on daily basis. The Nagar Palika Parishad Banda, authority is authorized to inspect/audit the accounts.
- b. The concessionaire shall maintain and submit electronic reports of the above records, using software and formats approved by the Nagar Palika Parishad Banda, on a monthly basis. All records shall be available to Nagar Palika Parishad Banda at reasonable times and places throughout the term of any contract resulting from this RFP and for a period of not less than ten (10) years.
- c. The concessionaire shall not use the land of waste processing site for any commercial purpose or for any other purpose other than that for processing of waste. **The concessionaire will only get "Consent to Use" from Nagar Palika Parishad Banda, which will be mentioned in Concession Agreement.**
- d. Green Belt should be maintained in accordance with O&M Plan and Operations Protocol.

#### 3.4.5 Routine Maintenance Standards:

In order to ensure smooth and uninterrupted operations, routine maintenance of the waste processing facilities shall include but not be limited to:

- a. Prompt repairs of the storage and waste drying places, Leachate collection drainage and treatment system, electrical items, drains, vehicular passages, sieving machineries, lighting and fencing;
- b. Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the waste processing facility.
- c. Maintaining the shape, scope, full cross-section of the storm water drainage system and Leachate collection and drainage system; maintain stock spare parts for the machinery.
- d. Keeping the waste processing facility in a clean, tidy and orderly condition and taking all practical measures to prevent damage to the facility or any other property on or near the site.
- e. Undertaking maintenance works in accordance with the O&M Plan and Operations Protocol.

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- f. The rejects from the processing should not be more than 10% of the total waste. The rejects shall be carried and disposed to the designated landfill site.
- g. Preventing, with the assistance of law enforcement agencies, where necessary, any unauthorized entry to and exit from and any encroachments including any encroachments on the site.
- h. Taking all reasonable measures for the safety of all the workmen, material, supplies and equipment brought to the site. Explosives, if any, shall be stored, transported and disposed of by the Concessionaire in accordance with Applicable Laws/ Permits.
- i. For discharge of waste water and foul gasses, emission standards to be followed strictly as per prevailing PCB, CPCB, CPHEEO or any Govt. norms.
- j. Monitoring system for air quality standard at the point of outlet should be maintained round the clock and the report should be made available as and when required by The Nagar Palika Parishad Banda.
- k. Suitable treatment process should be maintained inside the plant before discharging the waste water into drains/nullahs/water bodies.
- l. Plantation of adequate numbers should be done and maintain to reduce the noise and air pollution from the plant.
- m. No work at night shall be done. Special permission shall be taken beforehand from the appropriate authority if needed.
- n. All the vehicles to be used by the agency in and outside the plant shall strictly follow latest emission standard.
- o. The site shall be made available for inspection at any time as and when felt necessary by the Authorities.
- p. All the materials to be used for construction/maintenance shall be of ISI mark.
- q. After completion of the commissioning of the plant, three sets of approved drawing consisting sewer line drawing, water supply line drawing, firefighting arrangement details to be handed over to the Authority/ Nagar Palika Parishad Banda.
- r. Suitable firefighting arrangement shall be made as per prevailing norms and standards laid down by the Govt.
- s. Arrangement for rainwater harvesting shall be done within the plant area.
- t. There shall be a monitoring system at the entry, exit and weigh bridge from Nagar Palika Parishad Banda, end. The monitoring system may be manual/mechanized round the clock.

### 3.4.6 Emergency Response Plan:

The Emergency Response Plan (“ERP”) shall be developed by the Concessionaire. This shall be a part of the Operations Protocol developed by the Concessionaire. The ERP shall set out steps to be taken and measures to be adopted by the Concessionaire in responding to dealing with Emergency including those situations related to personal injuries or fatalities, property damage and force majeure as follows:

- a. In the event of an Emergency, the Concessionaire shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Waste processing facility or part thereof, the Concessionaire shall promptly carry out any repair works necessary to restore the waste processing facilities to safe condition and in any event shall carry out such works before the affected area of the project facilities is re-opened to for normal operations.
- b. The Concessionaire shall ensure that sufficient staff, plant, equipment and materials, including without limitation medical assistance are available to respond to Emergency within reasonable period at all times during the Operations Period.

### 3.4.7 The scope would not include:

The concessionaire will not be responsible for 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 processing site will be done by the Nagar Palika Parishad Banda. The concessionaire is also not responsible for construction of approach road up to processing site. The client will be constructed the approach road at his level.

### 3.4.8 OPEX Payment Release Schedule

| SI No. | Activity                           | OPEX Release Amount  | Supporting Document   |
|--------|------------------------------------|--|---|
| 1      | Tipping Fee (Rs/Ton including GST) | Total cost of Tipping fees accrued over the period mentioned in the Invoice submitted by the bidder at rate quoted in Form Fin -1. | Upon submission of Monthly Invoice along with weighbridge slips |

### 3.4.9 Payment & Penalty Calculation Module

The payment to the bidder will be based on actual waste processed in the facility in TPD and the bidder must quote the rates for the same. All the levied taxes as applicable by Govt. of India/ State govt., Union territory etc. released the tipping fees and no other payments or reimbursements will be made by the authority.

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Operation and maintenance cost to be borne by the bidder and no additional sum other than tipping fee payments will be provided for the same.

The release of CAPEX payments is subject to the bidder submitting CAPEX security to the tune of 10% of CAPEX value valid for 1 year or till completion of setting up of plant, whichever is later plus additional 30 days.

### CAPEX payment release schedule:

| S. No. | Activity  | CAPEX advance Release amount   |
|--------|---|--|
| 1      | Post signing of contract and submission of performance BG for capex security                                  | 10% (2% of overall capex held by ULB for Park connection and transmission charges) |
| 2      | At the time of submission of Machine and Vehicle details duly approved by the authority and placing the order | 20%  |
| 3      | At the time of delivery of plant equipment / machinery and vehicles   | 20%  |
| 4      | Completion of all civil works and machine / equipment / vehicle deployment Commencement of trial runs         | 20%  |
| 5      | Completion of all tests and trial runs of plant including equipment/ machinery and vehicles                   | 10%  |
| 6      | After completion of 1 <sup>st</sup> year of O&M   | 20%  |

Post commencement of plant operations the bidder will receive monthly O&M payments against the actual quantity of waste received at the plant.

In no condition the payment shall exceed more than 120% of the established processing capacity. The concessionaire has the right to reject waste received at the plant over and above 120% of the designated capacity of the plant.

The authority will target to complete the bill payment within 20 days of receiving the invoice. However, in case of any delay on authorities' part on verification beyond 20 days. 25% payment shall be released immediately and the remaining 75% payment after verification by the Authority. The Nagar Palika Parishad Banda, at their own cost, may conduct third party assessment of services rendered under the project and conduct of the agency during the project period. The agency shall may be informed as when require. The Nagar Palika Parishad Banda may take action on the basis of the findings of third-party assessments. The third-party assessments may be done on quarterly/half-yearly/annually basis or as when felt necessary by Nagar Palika Parishad Banda.

However, on further delay beyond 7 days on part of authority this 75% shall also be released and if any discrepancies found by the authority during monitoring the penalties may be deducted from future bills (but the same is not valid beyond 90 days' time period).

### Penalties

## RFP for Setting up solid waste processing facilities in Banda, U.P.

- a. Penalty of **Rs.1.50 lakh per month** will be imposed for delay in commissioning of processing plant beyond the scheduled date. One month will be considered if the delay is more than 21 days but less than 31 days.
- b. The concessionaire 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 road side or on other's property. If the residual waste is dumped on road side or any other non-designated site, a penalty of **Rs. 10,000/- per event** will be charged to the concessionaire.
- c. If the quantity of inert waste to be disposed off in the sanitary landfill is more than the 10% quantity of waste received at site a charge of **Rs.2000 per ton** shall be charged as penalty on the extra weight more than 10% of the total waste.

### 3.4.10 Hand Back/ Hand Over and Transfer:

In the last year of operation, the Nagar Palika Parishad Banda shall deploy its engineers, technical persons and workers for processing of waste on the processing plant so that beforehand back and transfer, the Nagar Palika Parishad Banda will be able to continue to operate the processing plant. The concessionaire will handhold the technical staff & workers of Nagar Palika Parishad Banda for last one year of contract.

The ownership of processing site, processing plant, sanitary landfill, building etc. and all civil works including all modifications, renovations and improvements made there in shall at all times remain that of Nagar Palika Parishad Banda . At the end of the contract period and or its earlier termination, the agency shall request Nagar Palika Parishad Banda, to take over the office space, processing site, sanitary landfill site, processing plant and building etc. The Nagar Palika Parishad Banda, shall take over the same within thirty (30) days of such a request being made.

At the end of the contract period, the agency shall hand back peaceful possession of processing plant and building/sheds in good operable condition to the Nagar Palika Parishad Banda.

At least three (3) months before the expiry of contract period, a joint inspection of the processing plant and building shall be under taken by the Competent Authority and agency to prepare a list of works and jobs, if any, to be carried out under the contract so as to confirm to the O&M requirements. The agency shall promptly undertake and complete such work and jobs at least one month prior to the expiry of the contract period and ensure facilities continue to such requirements until the same are handed back to the Nagar Palika Parishad Banda.

### 3.4.11 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 health safety measures of his workers.
- c. The agency shall comply with all the provisions of the laws regarding 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

followings:

- d. The agency shall not employ in connection with the operations and services under this contract any person of less than 18 years' age.
- e. At all times during continuance of the contract, the agency shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The agency shall keep the Nagar Palika indemnified in case any action is taken against the Nagar Palika Banda, 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, 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 in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition 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. Not with standing anything contained herein, the Nagar Palika may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the costthereof from the agency.
- j. The bidder or agency shall be responsible to comply with all labour legislation (Compensation, Minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of contract and/ or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the Nagar Palika Parishad Banda/ Govt. entity of any claim, action or demand whatsoever in that regard. It will be sole responsibility of the Bidder or agency to abide by the provisions of the rules/ acts related to the manpower appointed or hired for performance of this contract.

#### 3.4.12 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 activities are as follows:

| SI.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                                    |



### RFP for Setting up solid waste processing facilities in Banda, U.P.

|   |   |  |
|---|---|--|
| 2 | Acceptance of LOA cum work order from agency  | Within <b>seven (7) days</b> from the date of issue of LOA cum work order.                 |
| 3 | Deposit of Performance Security   | Within <b>fifteen (15) days</b> from the date of issue of LOA cum work order.              |
| 4 | Signing of Agreement  | Within <b>fifteen (15) days</b> from the date of issue of LOA cum work order.              |
| 5 | Submission of plan of action  | Within <b>ten (10) days</b> from the date of issue of LOA cum work order to the Agency.    |
| 6 | Start construction of office building, waste processing plant, sanitary landfill etc. | Within <b>thirty (30) days</b> from the date of issue of LOA cum work order to the Agency. |
| 7 | Proof of placement of purchase order for procurement of plant & machinery, etc.       | Within <b>sixty (60) days</b> from the date of issue of LOA cum work order to the Agency.  |
| 8 | Erection & commissioning of, plant & machinery  | Within <b>eight (6) months</b> from the date of issue of LOA cum work order to the Agency. |
| 9 | Start production  | Within <b>ten (8) months</b> from the date of issue of LOA cum work order to the Agency.   |

#### 3.4.13 Operation and Maintenance of Plant & Machinery and Vehicles:

The Agency shall maintain all assets, plant & machinery and the vehicles in full serviceable condition during the period of contract entirely at his own costs including the costs of spares accessories, tyres, lubricants, hydraulic oil etc.

It will be responsibility of the agency to ensure that it is always maintained in operating condition and it is not damaged by his employees.

The drivers of all vehicles shall carry the following and any other papers as per Applicable Law.

- a) Driver's License
- b) Registration Certificate of Vehicle.
- c) Pollution under Control (PUC) Certificate.

All the drivers, helpers and workers engaged in operation of vehicles should be provided uniforms, personal protective equipment (hand gloves, gum boots, masks etc.) and desired implements.

The staff deployed at the processing plant should be provided with uniforms, personal protective equipment (hand gloves, gum boots, masks etc.) and other suitable implements. Processing plant should have all the facility as per requirement.

## Section 4: Technical Proposal – Standard Forms

### FORM TECH-1

#### LETTER OF PROPOSAL SUBMISSION

*[Location, Date]*

To,  
Executive Officer,  
Nagar Palika Parishad,  
Banda, U.P

Dear Sirs,

We, the undersigned, offer to provide the job for Setting up solid waste processing facilities including wet waste processing facility, dry waste processing facility for dry waste processing and sanitary landfill for process inerts along with O&M of the facility for the duration of **7+4** (subject to review) **every** year including GST in Nagar Palika Parishad Banda in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal with requisite EMD and bid processing fees.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signatory  
*[In full and initials]*

Name and Title of Signatory:  
Name of Firm: Address:

**FORM TECH-2****Form 2: BIDDER'S ORGANIZATION AND EXPERIENCE**

## Form 2A: Format for Details of Bidder

**1. Details of Bidder**

|   |  |   |  |
|---|--|---|--|
| a | Name of bidder with full address   | : |  |
| b | Tel. No.   | : |  |
| c | Fax No.  | : |  |
| d | Email  | : |  |
| e | Year of Incorporation.   | : |  |
| f | Name and address of the person holding the Power of Attorney.  | : |  |
| g | (i) Place of Business.   | : |  |
| h | (ii) Date of Registration.   | : |  |
| i | Name of Bankers with full address.   | : |  |
| j | GSTN Registration Number (copy).   | : |  |
| k | Permanent Account Number (copy).   | : |  |
| l | Are you presently debarred / Blacklisted by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnished details) | : |  |
| m | Name and details (Tel / Mobile / E mail) of contact persons  | : |  |

**Form 2B: Format for Financial Capability of the Bidder**

(Equivalent in Rs. crores)

|  |                         |                |                |              |                |
|--|-------------------------|----------------|----------------|--------------|----------------|
| <b>Bidder*</b>   | <i>(Name of Bidder)</i> |                |                |              |                |
| <b>FY</b>  | <b>2020-21</b>          | <b>2021-22</b> | <b>2022-23</b> | <b>Total</b> | <b>Average</b> |
| <b>Annual Turnover</b>   |                         |                |                |              |                |
| <b>Net Worth</b>   | -                       | -              |                | -            | -              |
| <b>Certificate from the Statutory Auditor</b>  |                         |                |                |              |                |
| <p>This is to certify that _____ <i>(Name of the Bidder)</i> has annual turnover as shown above against the respective years.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm:</p> <p>Date:</p> <p><i>(Signature, name and designation of the authorized signatory)</i></p> |                         |                |                |              |                |

*# The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.*

*\* Bidder should fill in details as per the row titled Annual turnover in the row below.*

**Form 2C: Engagement Experience**

List projects in the last five years which are similar to that required in the RFP.

|   |  |
|---|--|
| Assignment name:                                  | Value of the contract (in current INR):                                    |
| Country:  | Duration of assignment (months):   |
| Name of Employer:                                 | Total waste processing capacity in TPD<br>(Separate for Wet and Dry waste) |
| Address:  |  |
| Start date (month/year):                          |  |
| Completion date (month/year):                     |  |
| Narrative description of Project (scope details): |  |

(In addition to above format, scan copies of completion certificate/certification of work undertaken to be also included for each of the project)

FORM TECH-3

Letter for Blacklisting

*[Location, Date]*

To,  
Executive Officer,  
Nagar Palika Parishad,  
Banda, U.P

**Subject:** Letter of Declaration for not have been Blacklisted

We, *[Name of Firm]* have not been black listed/ debarred/ termination of contract except for reasons of convenience of 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 5 years.

For *[Name of Firm]*,

*Authorized Signatory [In full and initials]*

*Name and Title of Signatory:*

*Name of Firm:*

*Address:*

**FORM TECH-4**

**Power of Attorney for signing of Application**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms. (name)..... son/daughter/wife of .....and presently residing at ....., who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Request for Proposal for Setting up solid waste processing facilities including wet waste processing facility, dry waste processing facility for dry waste processing and sanitary landfill for process inerts along with O&M of the facility for the duration of 7+4 (subject to review) years including GST in Nagar Palika Parishad Banda. Project proposed or being developed by the Nagar Palika Parishad Banda, (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND

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

IN WITNESS WHEREOF WE,....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20.....

For

..... (Sole Bidder)

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarized)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.



## Section 5: Financial Proposal – Standard Forms

## FORM FIN-1

### FINANCIAL PROPOSAL SUBMISSION FORM

To,  
Executive Officer,  
Nagar Palika Parishad,  
Banda, U.P.

Dear Sirs:

We, the undersigned, offer to provide the job for Setting up solid waste processing facilities including wet waste processing facility, dry waste processing facility for dry waste processing and sanitary landfill for process inerts along with O&M of the facility for the duration of 7+4 (subject to review) years including Nagar Palika Parishad Banda, in accordance with your Request for Proposal dated..... and our Technical Proposal.

Our Financial Proposal is placed as under:

| # | Item   | Unit | Quantity       | Rate | Total | Applicable taxes (GSTN) in % |
|---|--|------|----------------|------|-------|------------------------------|
|   | <b>&lt;ULB Name&gt;:</b>   |      |                |      |       |                              |
|   | Setting up solid waste processing facilities including wet waste processing facility, dry waste processing facility for dry waste processing and sanitary landfill for process inerts along with O&M of the facility for the duration of 7+4 (subject to review) years including GST in Nagar Palika Parishad Banda in terms of tipping fee for each of the 7+4 (subject to review) years of operations post establishment of plant. | TPD  | Plant Capacity |      |       |                              |
| 1 | Tipping fee for 1 <sup>st</sup> year of operations F(Opex)   | TPD  | Plant Capacity |      |       |                              |
|   | <b>Total</b>   |      |                |      |       |                              |

- **Quoted Rates Inclusive of applicable GST/taxes.**

Note:

1. Final Payment Calculation will be based on actual waste quantity processed. Annual escalation of 5% applicable for each year after completion of 1 years of O&M.

**RFP for Setting up solid waste processing facilities in Banda, U.P.**

We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal. Our Financial Proposal shall be binding upon us subject to the modification resulting from Contract negotiations, up to expiration of the validity period of the proposal.

Yours sincerely, Authorize Signature

[In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

## Section 6: Terms and Conditions

### DRAFT CONTRACT FOR BIDDERS' SERVICES

Between

[Nagar Palika Parishad Banda, U.P.]

{ }

and

[Name of the Bidder]

Dated:

#### Form of Contract

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month], [year]*, between, on the one hand Nagar Palika Parishad Banda, (hereinafter called the "Employer") and, on the other hand, *[name of Bidder]* (hereinafter called the "Bidder").

WHEREAS

- (a) the Employer has requested the Bidder to provide certain job as defined in this Contract (hereinafter called the "Services");
- (b) the Bidder, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]*
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Staffing Schedule
    - Appendix D: Breakdown of Contract Price
    - Appendix E: Duties of the Employer
  
2. The mutual rights and obligations of the Employer and the Bidder shall be as set forth in the Contract, in particular:
  - (a) the Bidders shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Bidders in accordance with the provisions of the Contract and report of 3<sup>rd</sup> party appointed (if, any) for monitoring and control.

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

For and on behalf of Nagar Palika Parishad Banda.

---

*[Authorized Representative]*

For and on behalf of *[name of Bidder]*

---

*[Authorized Representative]*

# General Conditions of Contract

## 1. GENERAL PROVISIONS

**1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Bidder" means any private or public entity that will provide the Services to the "Employer" under the Contract.
- (c) "Contract" means Conditions of Contract, the Employer's Requirements, the Tender, the Contractor's Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) "GC" means these General Conditions of Contract.
- (g) "Government" means the Government of India
- (h) "Local Currency" means Indian Rupees.
- (i) "Member" means any of the entities that make up the joint venture/consortium/association; and "Members" means all these entities.
- (j) "Activity Schedule" means schedule of activities comprising the different tasks/operations to be performed by the Contractor under the Contract.
- (k) "Works" are what Contract requires the Contractor to carry out and perform.
- (l) "Acceptance Letter" means the document from the Employer on behalf of DLB, UP addressed to Contractor indicating acceptance of the Contract Price and its acceptance of the Contractor as the preferred party to carry out the works, perform services and operations under the Contract.
- (m) "GoUP" means Government of Uttar Pradesh.
- (n) "Authority" Nagar Palika Parishad Banda

## 1.2 Other Definitions

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution.

**1.3 Relationship between the Parties:** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**1.4 Law Governing Contract:** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

**1.5 Headings:** The headings shall not limit, alter or affect the meaning of this Contract.

**1.6 Notices:**

- 1.6.1** Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.
- 1.6.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.7 Location:** The Services shall be performed at Uttar Pradesh, India.
- 1.8 Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Employer” or the Bidder may be taken or executed by the officials specified in the SC.
- 1.9 Taxes and Duties:** The Bidder, Sub-Bidders and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

**1.11 Fraud and Corruption**

**1.11.1 Definitions:** It is the Employer’s policy to require that Employers as well as Bidders observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “Collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

**1.11.2 Measures to be taken by the Employer**

- (a) The Employer may terminate the contract if it determines at any time that representatives of the bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the bidder having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Bidder instructing the Bidder to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than thirty (30) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 2.3 Commencement of Services:** The Bidder shall begin carrying out the Services not later than 45 days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 2.6 Modifications or Variations:** (a) any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.
- 2.7 Force Majeure**
- 2.7.1 Definition (a)** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Bidders or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to

consider at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

**2.7.2 No Breach of Contract:** The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**2.7.3 Measures to be taken:** (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the “Employer”, shall either:

(i) Demobilize, or

(ii) Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure.

**2.8 Suspension:** The “Employer” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

## 2.9 Termination

**2.9.1 by the “Employer”:** The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in (a) through (i) of this Clause GC 2.9.1

(a) If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.



- (c) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Bidder, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Bidder submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the bidder fails to provide the quality services as envisaged under this Contract. The committee formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The committee may decide to give one chance to the bidder to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the “Employer”, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence the “Employer” shall give a not less than thirty (30) days’ written notice of termination to the Bidders, and sixty (60) days’ in case of the event referred to in (i).

**2.9.2 By the Bidder:** The Bidder may terminate this Contract, by not less than thirty (30) days’ written notice to the “Employer”, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the “Employer” fails to pay any money due to the Bidder pursuant to this Contract hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.
- (b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the “Employer” fails to comply with any final decision reached as a result of arbitration.
- (d) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the “Employer” of the Bidder’s notice specifying such breach.

**2.9.3 Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, and (iv) any right which a Party may have under the Law.

**2.9.4 Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**2.9.5 Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the “Employer” shall make the following payments to the Bidder:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(d) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(d) hereof for expenditures actually and reasonably incurred prior to the effective date of termination; (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (g), the bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The bidder will be required to pay any such liquidated damages to employer within 30 days of termination date.

**2.9.6 Disputes about Events of Termination:** If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. OBLIGATIONS OF THE BIDDER

#### 3.1 General

**3.1.1 Standard of Performance:** The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the “Employer”, and shall at all times support and safeguard the “Employer’s legitimate interests in any dealings with Sub-Bidders or Third Parties.

**3.2 Conflict of Interests:** The Bidder shall hold the “Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to the Employer and seek its instructions.

**3.2.1 Bidder not to benefit from Commissions, Discounts, etc.:** (a) The payment of the Bidder pursuant to Clause GC 6 hereof shall constitute the Bidder’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bidder shall use its best efforts to ensure that any Sub-Bidders, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Bidder shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions

obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the “Employer”.

**3.2.2 Bidder and Affiliates Not to Engage in Certain Activities:** The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, as well as any Sub-Bidders and any entity affiliated with such Sub-Bidders, shall be disqualified from providing goods, works or services (other than the job concerned) resulting from or directly related to the Bidder’s Services for the preparation or implementation of the project.

**3.2.3 Prohibition of Conflicting Activities:** The Bidder shall not engage, and shall cause their Personnel as well as their Sub-Bidders and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality:** Except with the prior written consent of the “Employer”, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Accounting, Inspection and Auditing:** The Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the “Employer” or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.

**3.5 Reporting Obligations:** The Bidder shall submit to the “Employer” the reports and documents in the specified format and within the time period decided by the Authority.

**3.6 Documents Prepared by the Bidder to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidder for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

**3.7 Equipment and Materials provided by the Bidders:** Equipment or materials brought into the project by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable.

**3.8 Resource Management:** All arrangements like water, washing area, facility for parking (Space for parking to be provided by the Nagar Palika Parishad Banda) and storing

equipment, charging stations for charging batteries., fuel for equipment and all such resources, equipment, gadgets and tools that may be required time to time to carry on the assigned job efficiently without interruption would be under the scope of the bidder.

#### 4. BIDDERS' PERSONNEL AND SUB-BIDDERS

**4.1 General:** The Bidder shall employ and provide such qualified and experienced Personnel and Sub-Bidders as are required to carry out the Services.

#### 5. OBLIGATIONS OF THE "EMPLOYER"

**5.1 Assistance and Exemptions:** Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:

(a) Provide the Bidder, Sub-Bidders and Personnel with work permits and such other documents as shall be necessary to enable the Bidder, Sub-Bidders or Personnel to perform the Services. (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services. (d) Provide to the Bidder, Sub-Bidders and Personnel any such other assistance as may be specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the bidder for providing the services i.e. servicetax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC6.1.

**5.3 Payment:** In consideration of the Services performed by the Bidder under this Contract, the "Employer" shall make to the Bidder such payments and in such manner as is provided by Clause GC 6 of this Contract.

**5.4 Counterpart Personnel:** (a) If necessary, the "Employer" shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Bidder's advice.

(b) Professional and support counterpart personnel, excluding "Employer's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.

## 6. PAYMENTS TO THE BIDDER

**6.1 Total Cost of the Services** (a) the total cost of the Services payable is set forth in the proposal to the Employer and as negotiated thereafter.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

**6.3 Terms of Payment:** The payments in respect of the Services shall be made as follows:

- (a) The bidder shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved.
- (b) If the deliverables submitted by the bidder are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the bidder. In such case, the payment will be released to the bidder only after it re-submits the deliverable and which is accepted by the Employer.
- (c) All payments under this Contract shall be made to the accounts of the Bidder.
- (d) In case of early termination of the contract, the payment shall be made to the bidder as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. Based on such details, a reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the bidder in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per the applicable tax.
- (e) The Contract Fee shall be released by Authority within a period of 21 days (twenty one) days from the date of receipt of invoice/bill from the Selected Bidder/Agency.

## 7. FAIRNESS AND GOOD FAITH

**7.1 Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**7.2 Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. SETTLEMENT OF DISPUTES

8.1 Any disputes and or difference relating to this agreement or claims arising out of or relating to this agreement or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement will be resolved through joint discussion of the authorized representatives of both the parties (the Authority and Bidder). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a Tribunal of Arbitrator (3 Members (one appointed by each party and third appointed by the said appointed arbitrator on receipt of written notice / demand of appointment of Arbitrator from either party.

8.2. The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. Arbitration proceedings will be held at premises of the Authority, only.

8.3. Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.

## 9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule, the Bidder shall be liable to pay 0.1% of the monthly cost of the services for delay of per day or part thereof upto a maximum limit of 10% of the total contract value.

(b) If the deliverables are not acceptable to the Employer, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Bidder shall be liable for Liquidated Damages for an amount equal to 0.5 % of total cost of the services for every week or part thereof for the delay.

## 10. Miscellaneous provisions:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Bidder shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each constituent of the Bidder, in case of a consortium/JV, shall be jointly and severally liable to and responsible for all obligations towards the Employer for

- performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Bidder shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
  - (vi) The Bidder shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.
  - (vii) The Bidder shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Bidder, in respect of wages, salaries, remuneration, compensation or the like.
  - (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
  - (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Bidder for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.
  - (x) The performance of the Selected Bidder/Agency based on the service level benchmarks indicated in the guidelines issued by Ministry of Housing and Urban Development, Government of India (as per clause 13 of GCC) or any assessments from time to time and also placed in the draft Concession Agreement.

## 11. Performance Security

The Performance Security shall be provided @ 10% of the Annual Contract value from the Nationalized Bank to the Employer valid till the contract period. It needs to be submitted within 15 days from the award of letter of intent and before the signing of the concession agreement.

## 12. Non-Compliance Penalties

The following penalties shall be imposed by Authority on the Selected Bidder/Agency.

| S.No. | Description   | Penalty                                |
|-------|---|--|
| 1.    | The Selected Bidder fails to ensure that the employees are in proper dress, and also ensure placement of safety devices and signage at Project Site during the working hours, as per the specification. Every Worker, Supervisor and Manager to be equipped at all times during working hours: Safety. Caps / Helmets, Nose Mask, Rain Coats, Gloves, Radium Jackets, Safety Boots. | ₹500/- per day per default per person. |
| 2.    | failure in conducting preventive maintenance of all the equipment and   | ₹1000/- per day                        |

| S.No. | Description  | Penalty  |
|-------|--|--|
|       | machinery on daily basis by the Selected Bidder/Agency. Selected Bidder/Agency needs to maintain repair and maintenance logs/dashboard for verification.   |  |
| 3.    | If any of the employee of Selected Bidder/Agency is found not keeping valid driving license and if the mobiles provided (for monitoring of activities and smart ICT application for tracking the machine movement) to supervisor/ manager/ Selected Bidder/Agency are not being used during working hours then the Selected Bidder/Agency shall be liable to pay a penalty | ₹500/- per day per default.                                      |
| 4.    | If any of activities of Selected Bidder/Agency is imposing violation of applicable rules and regulation like (Environmental Protection Act, 1986, Motor Vehicles (Amendment) Act 2019, SWM Rules 2016, CPCB/PCB Guidelines and Directions and any modifications in future then Selected Bidder/Agency is fully liable to pay a penalty                                     | As Actual imposed/INR 25,000/- Per default.                      |
| 5.    | Non-performance of activities as per contract agreement for a day  | 1.5 times of calculated per day contracted amount on daily basis |

Note: Additional Penalties pertaining to adherence to Service level Benchmarks are as per defined in section 13 of this document.

### 13. Service Level Benchmark for Waste Processing

**Note:** First 6 months to be considered as cooling period hence Service level benchmarks penalties will not be applicable in the first 6 months.

*\*Subject to discretion of the Authority based on recurrence of instance (occasional, repeated, often).*

### 14. Obligations

#### 14.1 Authority/ Nagar Palika Parishad Banda's Obligation

- (i) Handed over to the Selected Bidder/Agency through respective Nagar Palika Parishad Banda's the physical possession of the Project Site, for the period co-terminus to the Contract Period free from Encumbrances.
- (ii) Constituted and appointed the Steering Group, within a period of 15 (fifteen) days from the date of this Contract in accordance with the terms hereof; (1



member from the bidders side may be incorporated in the steering group who is an on-roll employee of the agency);

- (iii) Ensure to make payment to the Selected Bidder/Agency within 30 days of invoice raised
- (iv) Authority/ Nagar Palika Parishad Banda, is vested with the rights as overseer and the title of interest, ownership and rights with regard to the Project Site shall vest with Authority except that these will be cleaned by the Selected Bidder/Agency as per the provisions of this Contract;
- (v) Any liability, arising out of providing the Project Site free of encumbrances, unless expressly provided for in this Management Contract, shall be borne solely by Authority. Authority shall indemnify the Selected Bidder/Agency and shall hold it harmless from any claim or consequential cost that may arise as a result of any such terminations;
- (vi) Upon request from the Selected Bidder/Agency, Authority shall provide reasonable assistance and facilitation in procuring clearances/approvals which are necessary for the implementation of the Project and which are in its authority to grant or cause to be granted subject to the Selected Bidder/Agency complying with the eligibility criteria for the grant of such clearances. However, notwithstanding the contents of any other provision of this Contract, the end responsibility for obtaining all such approvals/clearances whether from any Department or any other authorised agency/Government of India or any other statutory body shall be that of the Selected Bidder/Agency;
- (vii) Authority would ensure that from the Compliance Date and till the completion of the Contract Period, the Selected Bidder/Agency has access to the Project Site for the purpose of carrying out the Selected Bidder/Agency 's obligations under this Management Contract;
- (viii) Authority shall Endeavour to provide electricity connection to the Selected Bidder/Agency at the cost of Selected Bidder/Agency. The Selected Bidder/Agency shall have to apply for an electric connection and commercial charges shall apply on electric consumption.
- (ix) Authority will provide electricity connection upto the site of Project, if the same is not available. The Selected Bidder/Agency shall have to apply for an electric connection and commercial charges shall apply on electric consumption to be borne by the Selected Bidder/Agency.
- (x) Authority/ Nagar Palika Parishad Banda, shall provide water connection to the Selected Bidder/Agency and charges shall be paid by the Selected Bidder/Agency with respect to the use of water for the purposes related to the Project. However, if at any time due to some unavoidable circumstances the release of regular water is not possible, the Selected Bidder/Agency shall be

required to make its own arrangement at its own cost;

- (xi) Authority has the right to take over the Project if the Selected Bidder/Agency defaults in fulfilling any of its obligations, rights and responsibilities detailed under this Management Contract including the right to complete the Project directly or indirectly by selecting another Selected Bidder/Agency in the event of default by the Selected Bidder/Agency ;
- (xii) Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms of this Contract.

#### **14.2 Contractor's Obligation**

- (i) Made arrangements for financing the Project and executed the Financing Documents and delivered to the Authority notarized true copies thereof along with soft copies;
- (ii) Submitted to the Authority, a programme supported with Bar chart for all the planned activities envisaged under this project;
- (iii) Provided an undertaking that all of the Representations and Warranties of the Selected Bidder/Agency are true and correct as on the date of this Contract and as on the Compliance Date and thereafter.
- (iv) Take over the possession of the Project Site from the Authority/ Nagar Palika Parishad Banda, provided it is being delivered in accordance with the provisions of Article 2.1 and safeguard and use the Project Site solely for the purpose of discharging its obligations under this Management Contract.
- (v) Comply and observe at all times with all Applicable Permits, approvals, Applicable Laws, all central / state government / semi-government / local body's rules and regulations applicable to rendering of such services and in the performance of its obligations under this Management Contract and also, complying with all the inter disciplinary measures as followed by the Authority.
- (vi) Ensure to be fully conversant with all the laws applicable to the work under the Management Contract.
- (vii) Obtain any and all permits, necessary approvals, clearances and sanctions from the Competent Authority (ies), for necessary facilities like power, fire-fighting, telecommunications, etc. as and when required, for the Selected Bidder/Agency and its employees to perform their obligations under this Management Contract, at its own cost.

- (viii) Make own arrangements to obtain the import licenses, if required for the import of machines and equipment at the Project Site, as required for this Project.
- (ix) Ensure to get all the machines/vehicles/equipment's registered under the competent Authority who are recognized for such registrations.
- (x) Ensure that the services supplied conform to the standards of the technical specifications and where no applicable standard is mentioned, the standards shall be equivalent or superior to the official standard whose application is appropriate to the country of origin of the goods and suitable to Indian (BIS/MoEF/RTO/ISI) whether conditions and usage.
- (xi) Ensure not to reassign the work under the Contract to any other third party without prior written approval of Authority.
- (xii) At all times, to afford access to the Project Site to the authorized representatives of Authority, senior lenders, other persons duly authorized by any Governmental Agency having jurisdiction over the Project, to inspect the Project and to investigate any matter within their authority and upon reasonable notice.
- (xiii) Ensure not to pose any problem/nuisance to the general public. The Selected Bidder/Agency shall be solely responsible for the behaviours and honesty of its workforce.
- (xiv) Ensure not to dump or dispose of litter waste, garbage, or recyclables waste on any street, alley or other publicly owned property unless expressly authorized by Authority/ Nagar Palika Parishad Banda.
- (xv) In the event of any accident/damage to third party by any of the vehicle/equipment of the Selected Bidder/Agency, Authority/ Nagar Palika Parishad Banda, shall be completely free from any liability of any nature occurred on account of the accident. The Selected Bidder/Agency shall be fully and exclusively responsible for the liabilities arising on account of accident and damage to the vehicle, manpower or to the third party. The Selected Bidder/Agency shall be fully and solely responsible for any death or bodily injury to his staff member or any other person in the employment of the Selected Bidder/Agency or to any other person during the performance of the contractual services. This includes any third-party claims.
- (xvi) Solely responsible for any consequences under various laws, arising out of any accident caused by vehicles, equipment's or his employees to the property or personnel of Authority/ Nagar Palika Parishad Banda.

- (xvii) Make efforts to maintain harmony and good industrial relation among the personnel employed in connection with the performance of the Selected Bidder/Agency obligations under this Contract and shall be solely responsible for compliance with all labour laws and shall be solely liable for all possible claims from any third party and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies Authority/ Nagar Palika Parishad Banda against any accident claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall Authority/ Nagar Palika Parishad Banda, treated as employer in this regard.
- (xviii) Neither place or create nor permit any other person claiming through or under the Selected Bidder/Agency to create or place any Encumbrance over all or any part of the Project Site or on any rights of the Selected Bidder/Agency therein, save and except as expressly set forth in this Contract.
- (xix) Shall be responsible for safety, soundness and durability of the Project structure built on the site.
- (xx) In case of loss due to theft or damage to the Project Facility, due to the negligence of the Selected Bidder/Agency , the Selected Bidder/Agency shall be responsible for making good the same immediately at its own cost and shall continue to keep them available for public use, at all times, within the Contract Period.
- (xxi) To pay at its own cost all applicable existing taxes / charges / fees including service tax, stamp duty, registration charges and any other related legal documentation charges, if any, in respect of the said Project, as leviable on the date of submission of Commercial Proposal. However, for any future taxes/charges/levies/ fees, Authority shall reimburse the same to the Selected Bidder/Agency.
- (xxii) Shall ensure that the operation, maintenance and management of the Project Site provided therein are both in conformity with the relevant norms and Maintenance Manual, prepared in accordance to this Management Contract.
- (xxiii) Carry out its duties in regard to the Project in accordance with the provisions of this Contract and the Schedules thereof.
- (xxiv) On expiry of the Contract Period, within a maximum period of 30 (thirty) days, to leave the entire Project Site in a clean and safe condition to the satisfaction of Authority/ Nagar Palika Parishad Banda.

- (xxv) Shall be solely and primarily responsible to Authority for observance of all the provisions of this Management Contract on behalf of its employees and representatives.
- (xxvi) Shall be liable for and shall indemnify, protect, defend and hold harmless Authority, Authority/ Nagar Palika Parishad Banda 's officers, employees, etc. from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Selected Bidder/Agency to discharge its obligations under this article / Contract and to comply with the provisions of Applicable laws and Applicable permits.
- (xxvii) The Selected Bidder/Agency shall acknowledge and recognize that time is of the essence of this Contract and that the performance of its obligations shall be construed accordingly.
- (xxviii) Hand back the Project Site to Authority/ Nagar Palika Parishad Banda, at the end of the Contract Period.

## **15. Environmental Compliance**

**15.1**The Contractor shall, at all times, ensure his operations and services are confirming to the laws pertaining to environment, health and safety aspect including Solid Waste Management Rules, 2016, policies and guidelines related thereto.

## **16. Insurance**

**16.1**The Contractor shall insure his workmen, equipment, vehicles etc. No additional burden should fall on the Authority/ Nagar Palika Parishad Banda, due to absence of insurance.

**16.2**The Contractor shall take out all necessary insurance against theft, dacoit, fire or other contingencies for infrastructures being developed/ arranged/ deployed/ taken from the authority/ Nagar Palika Parishad Banda, in his possession under this contract. The Authority/ Nagar Palika Parishad Banda, shall not be responsible for any type of liability in this regard.

## **17. Accidents**

**17.1** It shall be the Contractor's responsibility to protect to workmen, materials, equipment, vehicles and other immovable property in possession against accidents.

**17.2** The Contractor shall be solely responsible for any death or body injury to his staff member or any of the people/person in the employment of the Contractor. This includes any third party claims.

**17.3** On the occurrence of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Contractor shall within 24 hours of such accident, report in writing to the Competent Authority, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

**17.4** In the event of an accident in respect of which compensation may become payable under The Workmen's Compensation Act, (VIII of 1923) or any other act including all modifications hereof whether such compensation may become payable by the Contractor or by the Authority, the Authority shall retain whole or part of the deposit due and payable to the Contractor such sum or sums or money as may in the opinion of the Authority sufficient to meet out liability, on receipt of award from the Labour Commissioner in regards quantum of compensation the difference in amount will be adjusted.

## Appendices

### BANK GUARANTEE BOND FOR PERFORMANCE WARRANTY

(To be executed by the State Bank of India or any other scheduled Bank recommended by Reserve Bank of India on ₹ 500 non-judicial stamp paper)

To

<Signing Authority>

Dear Sir/Madam,

Sub: Your Contract No. \_\_\_\_\_ dated \_\_\_\_\_  
for \_\_\_\_\_

1. You, on behalf of the Authority, have entered into a contract with reference no as given above with \_\_\_\_\_ (herein after referred to as the contractor) for the development, fabrication and supply of \_\_\_\_\_ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract the contractor has undertaken to produce a bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_ % of the total value of the said stores supplied to you, for the due fulfilment of its obligations to the Authority for due performance as per the contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the contractor that in the event that the Authority submits a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.
5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the guarantee shall

remain in force up to and including the \_\_\_\_\_  
reported to us by you and returned to us duly discharged.

6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharge from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date: Sd.....

Place: Bankers

Seal of the Bank

Witness:

1. ....

2. ....

day of being





