

# Nagar Palika Parishad Rampur U.P.

Tender Notice No.: 663/MO'D'

Date: 06-06-2026

## NOTICE INVITING E-TENDER

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

### Details of Work

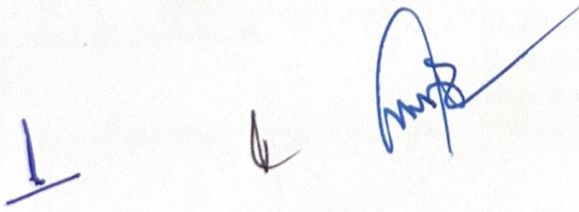
Sl. No.	Name of Work	Tender Fee (Rs.)	Earnest Money (Rs.)	Time Period
1	Door-to-Door Collection, and Secondary Transportation of Municipal Solid Waste & transportation upto designated processing facility/ disposal site/collection centers and operation of PCTS. Operation will start in 15 ward of Nagar Palika Parishad Rampur and shall be commenced than extended to rest all 28 wards.	2360/- Inc. GST	Rs. 23,84,640.00	3 years extendable up to 2 years

### Event Calendar

Sr. No.	Event	Date & Time
1	Tender reference	663/NPP/ET/Rampur/2026
2	Publish date and Time for E-Tender	08-06-2026 10:00 A.M
3	Start date of downloading E-Tender	08-06-2026 10:00 A.M
4	Last date and time for submission of E-Tender	29-06-2026 03:00 P.M
5	Date and time of opening E-Tender	29-06-2026 04:00 P.M
6	Place of opening E-Tender	Office NPP Rampur

Note: All information regarding Tenders and Documents can be seen/downloaded from website <http://etender.up.nic.in>. For any clarification please submit queries through email on email id: [mcRampur@yahoo.com](mailto:mcRampur@yahoo.com)

  
Executive Officer  
Nagar Palika Parishad, Rampur



**REQUEST FOR PROPOSAL FOR**  
**“Door-to-Door Collection, and Secondary Transportation of Municipal Solid Waste up-to designated processing facility/disposal site/collection centers and operation of PCTS.”**

**INSTRUCTION TO BIDDERS**

**Nagar Palika Parishad, Rampur**

**Disclaimer**

The information contained in this **Request for Proposal** (hereinafter referred to as "RFP") document provided to the Bidders, by **Nagar Palika Parishad, Rampur, Uttar Pradesh** or any of their employees or advisors, is provided to the Bidder(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. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for ULB, their employees or advisors to consider the business/ Investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. ULB, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. ULB may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

**1. The Request for Proposal Document Contents**

**I. Schedule of Bidding Process**

Tender Notice Number	663/NPP/ET/Rampur/2026
Notice Inviting Tender (NIT)	<b>Door-to-Door Collection, and Secondary Transportation of Municipal Solid Waste up-to designated processing facility/disposal site/collection centers and operation of PCTS.</b>
Tenure	03Years extendable up to 2 years
Date of Purchase/ download of RFP Documents	08-06-21026 10:00 AM

Submission of Pre-Bid Queries by prospective Bidders	To be held on 25-06-2026 02:00 PM at Nagar Palika Parishad, Rampur.
Technical Presentation	After technical verification of all relevant documents, the technically qualified bidders shall be intimated of the date and time through the portal and/or email.
Technical Bid- Opening Date and Time	29-06-2026 04:00 PM
Bid Opening Place	Executive Officer
Bid Validity	90 from the Bid- Due Date
Financial Bid Opening Date	To be informed after the evaluation of the Technical Bid
Address: [Place of receipt of physical copy submission] Contact: E mail:	Office of the Nagar Palika Parishad, Rampur Office Email:

## 2. Background & Project Area

### 2.1 Background

The city of Rampur is situated in the state of Uttar Pradesh. It is a large planned industrial city. Coming to the dimensions, the city is 10368 sq/km<sup>2</sup>. The corporation has 43 wards covering an area equal to 403 square kilometers. In addition to this, the city also shares its boundaries with other cities in Uttar Pradesh.

The city of Rampur is planned and developed keeping people's convenience as a priority; the road networks across the city are designed in a manner that connects it well to the major cities of India.

### 2.1 General Profile of NAGAR PALIKA PARISHAD, RAMPUR Area

*Note: Quantity and Count may vary +/- 20%*

The Executive Officer of Rampur (NAGAR PALIKA PARISHAD, RAMPUR) is responsible for providing municipal and civic services within its jurisdiction. One of the major components is the scientific management of solid waste in compliance with the Solid Waste Management (SWM) Rules 2016 and other applicable rules as well as regulations.

The Collection & Transportation (C&T) of solid waste is a vital cog in the wheel for the overall success of a SWM system for public health and hygiene. NAGAR PALIKA PARISHAD, RAMPUR intends to do the C&T of solid waste (SW), which shall comply with the SWM Rules 2016 and has adopted higher efficiency standards as per the good industry practice.

NAGAR PALIKA PARISHAD, RAMPUR intends to harness private sector specialisation in technical know-how, higher capital efficiency and good labour productivity for delivering C&T services of solid waste on a sustainable basis.

The indicative projected population is appended in Table 3 below. However, the prospective bidder

can use their own scientific method and other sources while assessing the projected population and estimating the infrastructure requirements thereon.

## 2.2 Proposed Project

- a) The Solid Waste Management Rules, 2016 (herein after referred to as “SWM Rules”) mandate that Urban Local Bodies (ULB) shall do door to door collection and Transportation of MSW. ULB shall also carry out treatment and disposal of Municipal Solid Waste (MSW) in a scientific manner in waste processing and engineered sanitary landfill facilities. SWM Rules also mandate that MSW shall be treated and only inert / non-biodegradable material should be landfilled.
- b) Major scope of works to be executed by the successful bidder in the city are as listed below:
- c) Door to Door Collection of segregated MSW from Household, commercial, institutional and other area and its transportation to the designated site on daily basis.
- d) Operation & Maintenance of PCTS.
- e) Secondary Transportation of wet and dry waste separately to the designated processing site.
- f) Collection & Storage of Domestic Hazardous Waste to the designated collection center.
- g) The successful bidder shall collect User Fee as per RFP. Collection of user charges from households, commercial establishments.
- h) Operate & Maintain workshop for maintenance of vehicle/equipment.
- i) Concessionaire shall establish a control and command center and control room at his own cost for monitoring and equipped with emergency response mechanism. Concessionaire should establish a control and command center at his own cost.

## Eligible Bidders

2.3 Bidders who fulfil the pre-qualification criteria indicated in **Appendix D** are eligible to submit Technical and Financial Proposal in response to this RFP Document.

### 1. Cost of RFP document

- a. The RFP document can be downloaded from E-tender Portal. The cost of RFP document is INR 2,360 (Rupees Two Thousands Three Hundred Sixty Rupees Only) Including GST Through RTGS/NEFT

online payable in favor of "Account Name : NAGAR PALIKA PARISHAD RAMPUR Account Number : 50100494209772 BANK NAME: HDFC BANK IFSC CODE: HDFC0001916 Branch Name: Civil Lines Rampur The scanned copy of RTGS/NFT with Transaction ID certified by the same bank must be non-refundable. Bid without Tender fee in the prescribed form will not be accepted.

- b. To assist in the examination, evaluation, and comparison of Proposals, NAGAR PALIKA PARISHAD, RAMPUR may utilize the services of consultant(s) or advisor(s)
- c. Notwithstanding anything contained in this RFP, NAGAR PALIKA PARISHAD, RAMPUR reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or Annulment, without assigning any reasons thereof.

## 2. Earnest Money Deposit (EMD)

- Each Proposal shall be accompanied by **EMD** INR 23,84,640 (Rupees Twenty Three Lac Eighty Four Thousands Six hundred Forty Rupees Only) Including GST Through RTGS/NEFT online payable in favor of "Account Name : NAGAR PALIKA PARISHAD RAMPUR Account Number : 50100494209772 BANK NAME: HDFC BANK IFSC CODE: HDFC0001916 Branch Name: Civil Lines Rampur The scanned copy of RTGS/NFT with Transaction ID certified by the same bank must be non-refundable. Bid without Tender fee in the prescribed form will not be accepted.
- EMD exemption are not allowed in any cases like MSME, Startups, NSIC etc.

### A. Part I Submission

- a. Covering letter in the format set out in **Appendix B**
- b. Details of the Bidder in the format set out in **Appendix C**
- c. Copy of the certificate of registration issued by the authority concerned (In case of a registered firm or society), Proof of qualification, Work Completion Certificates (for experience in Similar Projects), Financial Capability of the Bidder as set out in **Appendix D & D1**.
- d. Power of Attorney set out in **Appendix E**.
- e. Anti – Collusion Certificate as per **Appendix G**
- f. Proof of Qualification in the format set out in **Appendix D1**
- g. Tender Fee in the form of NEFT/RTGS for Rs. **2000 & 18% GST**.
- h. Copy of Earnest Money Deposit as per **Appendix D**.

### B. Part II Submission

- a. Financial Proposal in the format set out in **Appendix J** of this RFP
1. Aforesaid Technical Bid and Financial Bid shall be uploaded in the respective links for the **"Door-to-Door Collection, and Secondary Transportation of Municipal Solid Waste up-to designated processing facility/disposal site/collection centers."** in the website [E-tender Portal](#)
2. The Proposal, scanned and uploaded shall be typed or written in indelible ink and each page shall be initiated by an authorized signatory of the Bidder, as applicable. All the alterations, omissions, additions,

or any other amendments made to the Proposal shall also be initiated by the person(s) signing the Proposal.

### **Original Document to be submitted by the Bidder**

- a. Original Document to be Submitted by the Bidder: The Bidder shall be required to submit the following documents in Original in sealed envelope after the Bid Due Date but prior to the date of Opening of the Technical Bid as specified in the Bid document, in the office of the **City Health Officer**, on the address as mentioned in clause 9.2 below:
  - a) DD/ Pay Order towards Cost of Bid Document
  - b) Bid Security for an amount and in the form as specified above.
  - c) Power of Attorney authorizing the signatory of bid to commit the Bidder in accordance with Appendix E.
  - d) Litigation History Declaration.
- b. The queries and Original Document as mentioned under Clause 10 (Proposal Due Date) must be submitted to the following address:  
Kind attention: **Office of City Health Officer, Nagar Palika Parishad, Rampur.**
- c. The envelope shall indicate the name and address of the Bidder
- d. The envelope shall clearly bear the following identification  
**“Door-to-Door Collection, and Secondary Transportation of Municipal Solid Waste up-to designated processing facility/disposal site/collection centers”**

“Submitted by Name, Address  
Contact Phone No. of the Applicant”

### **BIDDER QUALIFICATION, COMPLIANCE & PROOF OF ELIGIBILITY**


#### **1. Earnest Money Deposit (EMD) / Bid Security**

- (a) The Bidder shall furnish a Bid Security amounting to **INR 23,84,640.00 (Rupees Twenty three lac eighty four Thousands six hundred fourty rupees only)**.
- (b) The Bid Security shall be submitted in any one of the following forms:
  - Through RTGS/NEFT
- (c) MSME bidders shall be eligible for exemption from Turnover & Experience as per prevailing Government norms, subject to submission of valid MSME certificate.

#### **2. Eligibility – Debarment / Blacklisting**

- (a) Any Bidder who has been suspended, debarred, or blacklisted by:
  - Government of India (GoI);
  - Government of Uttar Pradesh (GoUP);
  - Urban Local Bodies (ULBs);
  - Public Sector Undertakings (PSUs);or whose contract has been terminated due to default as on Bid Due Date, shall be **ineligible**.
- (b) The Bidder shall submit a declaration confirming that it is not under any such debarment.

#### **3. Non-Blacklisting Declaration**



(a) The Bidder shall submit a **Non-Blacklisting Certificate** confirming that it has not been blacklisted or debarred by any Government authority.

(b) The certificate shall:

- be on Non-Judicial Stamp Paper (as per State law);
- contain a ₹2 Revenue Stamp;
- be duly notarized;
- be signed by Authorized Signatory;

(c) Non-submission shall lead to:

- rejection of bid (if mandatory), or
- non-award of marks in technical evaluation.

#### **4. Financial Strength Requirement**

(a) MSME bidders shall be exempted from turnover / ITR requirements as per Government norms.

(b) However, all bidders (including MSME) must have a **minimum net worth of ₹5 Crore**.

(c) Net worth shall be considered as follows:

- Proprietorship → Proprietor's Net Worth
- Partnership / LLP / Pvt Ltd / HUF / NGO → Any one Director / Partner / Member/Firm/LLP/Pvt.Ltd/HUF/NGO.

(d) Net worth must be certified by a Chartered Accountant with supporting documents.

#### **5. Bank Solvency Requirement**

The Bidder shall submit a **Bank Solvency Certificate / Available Credit Limit Certificate** of minimum **₹3 Crore**, issued by a Scheduled Bank, not older than **3 months** from the Bid Due Date.

#### **6. Technical Presentation**

(a) The Bidder shall make a detailed technical presentation before the Evaluation Committee.

(b) The presentation shall be evaluated based on:

- clarity of approach;
- feasibility of execution;
- innovation and use of technology;

(c) Attendance in the Presentation before the Evaluation Committee shall be mandatory, and the date and time of the presentation shall be communicated to the bidder through e-mail on the registered e-mail ID of the company during the course of Technical Evaluation; failure to attend the presentation shall lead to disqualification of the bidder.

### **Appendix D**

#### **QCBS EVALUATION TABLE**

##### **A. Pre-Qualification (Mandatory – Pass/Fail)**

Four blue ink signatures or initials are present at the bottom of the page. From left to right: a small signature, a large stylized signature, a simple checkmark-like mark, and a circular mark with a vertical line through it.

S. No.	Criteria	Requirement	Documents Required	Evaluation
1	Legal Status	Registered Company / Firm / LLP / Society/NGO/HUF	Registration Certificate	Pass / Fail
2	Work Order/ Experience	SWM Project Experience	Work Completion Certificate/ Work Order	Pass / Fail
3	Financial Capability	As per Appendix D1 (Turnover Criteria)	CA Certificate / Balance Sheet	Pass / Fail
4	EMD	23,84,640.00	NEFT/RTGS	Pass / Fail
5	Tender Fee	₹2000 + 18% GST	NEFT/RTGS	Pass / Fail

**Note: Only bidders qualifying all above criteria shall be considered for Technical Evaluation.**

### Appendix D1

S. No.	Category	Sub-Criteria	Marks	Evaluation Method
1	Experience & Past Performance/ Work Order	Minimum 2 ongoing/completed work orders in Nagar Palika / ULB (SWM / IEC / Door-to-Door)	Mandatory	Pass/Fail
		1 Projects,	5	Attach Document
		2 Projects	10	Attach Document
		3 or more than 3 projects	15	Attach Document
2	Financial Strength	Turnover/ITR (Last 3 Years) / MSME bidders (Exempted)	Mandatory	Pass/Fail
2	Net-worth	Minimum Net Worth ₹5 Crore	Mandatory	Pass/Fail
		Net worth ₹0-5 Crore	5	Attach Document
		Net worth ₹5-15 Crore	10	Attach Document
		Net worth above ₹15 Crore	15	Attach Document
3	Labour Compliance	Valid Labour License (Minimum 125 workers under Contract Labour Act, 1970)	5	Documentary Proof
4	Quality Certifications (ISO)	ISO 9001 / 14001 / 45001 / 20000-1 / 26000:	Max 5	1 marks each
5	Financial Credibility	Bank Certificate (Minimum ₹3 Crore solvency/limit)	5	Attach Document
6	Compliance & Declarations & Annexures	Non-Blacklisting Certificate	3	Attach Document
7	KYC Compliance	PAN & Aadhaar of Proprietor / Partner / Director	2	1 mark each (max 2)

8	Presentation(Technical + Deployment)	Understanding of Scope, Route Plan & Execution Strategy, Waste Segregation & Processing Plan, MIS, GPS & Monitoring System, IEC & Public Awareness Plan, Manpower & Equipment Deployment Plan. Upload all document with Index.	50	Minimum Qualifying Marks - 38 Marks Required for Financial Opening
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### C. QCBS Weightage & Final Score

<b>Component</b>	<b>Weightage</b>
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Technical Score (T)	30%
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Presentation Score (P)	70%
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**Final Score Formula:** Final Score = (T × 0.30) + (P × 0.70)

Qualifying Marks of Final Score = 41 Marks Required

#### Important Conditions

Condition	Details
Minimum Qualification	Bidder must secure minimum 41 marks in Final Score
Financial Bid Opening	Financial bids shall be opened only for qualified bidders
Final Selection	Final selection shall be based on L1 in Financial Bid
Eligibility for Financial Opening	Bidders achieving more than 41 marks in Final Score criteria shall be eligible for Financial Bid Opening
Presentation Requirement	Presentation shall be made before the Selection Committee of Nagar Palika Parishad Rampur
Disqualification Clause	Failure to secure minimum 38 marks in Presentation shall result in rejection of the bidder's proposal

#### Note:

- If the Bid Due Date happens to be a Public Holiday, then the Bid will be opened on the next working day at the same venue and time
- The bidder may submit the EMD and cost of tender in online mode
- Financial Bid to be uploaded online only, and no hard copy to be submitted.

### 3. Pre-Proposal Meeting

- To clarify and discuss issues with respect to the Project and the RFP, NAGAR PALIKA PARISHAD, RAMPUR may hold Pre-Proposal meeting at EO Office, NAGAR PALIKA PARISHAD, RAMPUR on **Dated: 25/06/2026 Time: 02:00 PM**
- Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries, if any, to the Project requirements and/or the Concession Agreement. Bidders must formulate their queries and forward the same to NAGAR PALIKA PARISHAD, RAMPUR prior to the meeting. NAGAR PALIKA PARISHAD, RAMPUR may, in its sole discretion or based on inputs provided by Bidders, amend the RFP.
- Bidders may note that NAGAR PALIKA PARISHAD, RAMPUR will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders would have to be unconditional and the Bidders would be deemed

to have accepted the terms and conditions of the RFP with all its contents including the Concession Agreement. Any conditional Proposal shall be regarded as nonresponsive and would be liable for rejection.

- d. NAGAR PALIKA PARISHAD, RAMPUR will endeavor to hold the Pre-Proposal meeting as per the schedule of the bidding process. The details of the meeting will be separately communicated to the Bidders.
- e. Attendance of the Bidders at the Pre-Proposal meeting is not mandatory.
- f. All correspondence / enquiries should be submitted to the following in writing by fax/registered post / courier/email:

Kind attention: Office of Executive Officer , Nagar Palika Parishad, Rampur

Address:

E-mail:

#### **4. Conflict of Interest**

4.1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Work (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

4.2. The Authority requires that the Agency provides professional, objective, and impartial solution and at all times hold the Authority's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

4.3. A Bidder eventually appointed for this Project shall be disqualified from subsequently providing goods or works or services related to the implementation of any other NAGAR PALIKA PARISHAD, RAMPUR Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 1 (one) year from the completion of this assignment.

#### **5. Number of Proposals**

A single bidder can submit a tender for one proposal.

## Validity of Proposal

The Proposal shall remain valid for a period not less than 90 days from the Proposal Date (hereinafter referred to as "Proposal Validity Period"). NAGAR PALIKA PARISHAD, RAMPUR reserves the right to reject any Proposal, which does not meet the requirements.

## 6. Proposal Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the bidding process. NAGAR PALIKA PARISHAD, RAMPUR will not be responsible or in any way be liable for such costs, regardless of the conduct or outcome of the Proposal.

## 7. BIDDER'S RESPONSIBILITY

### Examination of RFP Documents and Site Conditions

7.1 The Bidder shall carefully examine all the documents, including eligibility criteria, requirements, and conditions specified in this RFP.

Any omission, discrepancy, or failure on the part of the Bidder in meeting the eligibility criteria or submission requirements shall be solely the responsibility of the Bidder, and such bid shall be liable for rejection without any further notice.

Further, during the execution of the work, in case of any deviation, variation, or change in scope or conditions, the Contractor shall promptly inform **Nagar Palika Parishad Rampur** in writing. The clarification, interpretation, or decision provided by the Authority in this regard shall be final and binding on the Contractor.

7.2 The Bidder may undertake a general assessment of the existing solid waste management system in all three clusters of Rampur based on available information. However, the Bidder's assessment shall be deemed indicative only.

In case of any variation between actual site conditions and the information/data provided in this RFP, resulting in additional scope, cost, or operational difficulty, the Bidder shall be entitled to **appropriate compensation, time extension, or revision of rates**, as determined by the Authority.

7.3 It shall be deemed that the Bidder has reviewed the terms and conditions of this RFP and, to the extent reasonably possible, assessed the Project site. However:

- The Bidder shall be entitled to rely upon the accuracy, completeness, and adequacy of the data, reports, and information provided by **Nagar Palika Parishad Rampur**;
- Any material deviation between actual site conditions and the information provided (including but not limited to topography, accessibility, logistics, waste quantity, infrastructure, etc.) shall

be treated as a **Change in Scope / Variation**, and shall entitle the Bidder to additional payment and/or extension of time;

- Desilting of drains, being a regular activity of the Authority, shall not form part of the Contractor's scope unless explicitly included, and any such additional work shall be treated as extra and paid separately;
- Root plans based on GPS grid mapping, as provided by the Authority, shall be considered final for execution purposes. Any discrepancy found during execution shall be rectified by the Authority or treated as a variation.

Further:

- i. The Authority shall ensure that all necessary clearances, permissions, and access to the Project Site are made available in a timely manner;
- ii. Any delay arising due to non-availability of site, approvals, or utilities shall entitle the Contractor to **extension of time without penalty**, along with cost implications wherever applicable;
- iii. The Contractor shall not be liable for any loss, delay, or additional cost arising due to incomplete,

## 8. Performance Security.

- a. With reference to Rule 171(i) of the GFR, 2017, as amended in 2023, the Successful Bidder shall furnish Performance Security of an amount equivalent to **5% of the yearly contract value** byway of an irrevocable Bank Guarantee issued by a scheduled /nationalized bank in favour of "**Executive Officer**", **NAGAR PALIKA PARISHAD, RAMPUR**, as required under the Concession Agreement. If the yearly contract value gets escalated in the succeeding year of operation, the concessionaire shall submit the PBG of the extended value.
- b. The Performance Security shall be in the form of an irrevocable Bank Guarantee in favour of "**Executive Officer**", **NAGAR PALIKA PARISHAD, RAMPUR**, as per the format set out in the Draft Concession Agreement. The Performance Security shall be kept valid for a period of 5 years from the Appointed Date.
- c. The Performance guarantee shall be forfeited and encashed in the following cases:
  - a) If the Successful Bidder withdraws from the project midway during the project term
  - b) If during the project term, there Successful Bidder is found to charge user fees which were not agreed.
  - c) Any other act or acts of the successful bidder which renders the project un- operational and **NAGAR PALIKA PARISHAD, RAMPUR**, establishes sufficient reasons to forfeit the Performance Guarantee.
  - d) If the bidder fails to meet the service levels as agreed.

## DETAIL SCOPE OF WORKS FOR:

### **Door-to-Door Collection, and Secondary Transportation of Municipal Solid Waste up-to designated processing facility/disposal site/collection centers.**

- The Selected Bidder shall be responsible for providing time time-table-bound door-to- door primary MSW collection service in the entire specified area given by NAGAR PALIKA PARISHAD, RAMPUR.
- The selected bidder shall be responsible for carrying out garbage collection daily within the zone. Door-to-door garbage collection from residential households shall be undertaken between 6:00AM and 02:00 PM. Collection from commercial establishments, including hotels and other commercial entities, shall be carried out between 11:00 AM to 2:00 PM. In addition, door-to-door garbage collection shall be conducted during night hours from 6:30 PM to 10:00 PM, covering hotels and all commercial establishments.
- Waste generators shall be requested to segregate and store the waste generated by them in 4 separate streams namely bio-degradable & non-biodegradable, hazardous and sanitary waste in suitable bins.
- The Selected Bidders will use primary waste collection vehicles (Auto-Tippers),
- Waste Collectors will ensure that the segregated waste is stored in separate bins of the primary collection vehicles.
- The Primary Collection Vehicles shall transport waste of the bio-degradable at the designated transfer stations advice by NAGAR PALIKA PARISHAD, RAMPUR or secondary collection sites/Garbage Transfer Station or as per instructions of the Nigam.
- The Secondary Transportation of Municipal Solid Waste shall be carried out through tractor trolleys, dumpers, and other suitable vehicles from Door-to-Door collection points and existing PCTS to the designated processing facility, disposal site, or collection centres. The estimated Distance to the centralized Plant From PCTS is around 15.00 to 20.00 Km (can differ for various PCTS distance calculated from farthest PCTS).
- The Selected Bidder shall design route plan for all the vehicles in consultation with the Engineer-in-Charge so that all areas under the jurisdiction of the Nagar Palika Parishad are covered by the auto-tippers for door-to-door collection at least once a day. The Selected Bidder shall collect MSW from all household, including slums, hotels, restaurants, hospitals (except Bio-Medical Waste), all commercial establishments, marriage halls and whatsoever nature etc.
- The Selected Bidder shall provide Door-to-Door Collection services on all 365 days irrespective of National Holidays or festivals.
- The selected bidder shall ensure that no waste collected during the Door-to-Door process is dumped on any unauthorized place like road sides, government land or open grounds.
- The successful bidder has to setup the GPS in vehicles and other facilities at his own cost and arrangement.
- The successful bidder will obtain the required certification for water, electricity, telephone

connection, running the workshop and parking etc. with assistance of the Palika. However, the successful bidder shall bear the financial liability of all these bills. The land for the project including of a workshop shed & paved area and other development of the land for parking and maintenance facilities will be Provided by the Nagar Palika Parishad.

- The successful bidder will have to set up a mechanized workshop facility at an adequate space, which shall be used for parking, repair and the maintenance of all MSW vehicles, loaders and equipment of the Bidder.
- The successful bidder will obtain the required certification for water, electricity, telephone connection, running the workshop etc. With the assistance of Palika Parishad. However, the successful bidder shall bear the financial liability of all these bills.
- The successful bidder will not misuse the Nigam vehicles and if found guilty then strict action will be taken which includes legal action too. Vehicles shall be used for the waste transportation only under the jurisdiction of the Palika. Private use of vehicle is strictly prohibited.
- Timing will be fixed to collect the waste/dust/garbage by company/firm will be predefined as shifts. The bidder will arrange all the manpower including drivers, helpers and other required staffs.
- The Successful Bidder shall also provide a QRT vehicle apert from Vehicles / tipper etc with Labour to address complaints etc.
- Relevant Labour Acts/Rules and rules under MV Act shall be followed up by the successful bidder.
- Successful bidders will sort out every complaint within 24 hours otherwise @ Rs. 200/- per un-resolved complaint shall be imposed as fine.
- The company will follow Municipal Solid waste rules will be done under MSW rule 2016.
- If required in future, any new vehicles will have to be purchased/rented by Nagar Palika Parishad, Rampur to operate the Door-to-Door waste management as per MSW Rule 2016.
- Vehicles will be cleaned as per schedule by the Successful bidders.
- RNP shall hand over the insurance, fitness, PUC, and other relevant documents of the existing vehicles to the finalized L1 bidder. After vehicle takeover, the entire responsibility for repair, maintenance, accidental claim, insurance, fitness, PUC, and allied compliances shall lie exclusively with the finalized L1 bidder.
- In case of any accidental injury/death of third party, bidder shall bear all legal and financial liabilities.

#### **Conditions in the Scope of Work :**

- Labour Certificate with ESIC/ PF is Necessary towards the Work.
- The bidder is free to propose a solution for monitoring. However, the bidder shall provide complete details of the proposed solution in the technical presentation, which shall be subject to approval at that stage. The Authority shall evaluate and determine, during the technical presentation, If the bidder proposes any other improved or alternative technology in the technical presentation, the same shall be evaluated and decided by the Authority.

- The User Charges (UCC) towards Waste Collection shall be levied and collected in accordance with the provisions of the Solid Waste Management Rules, 2016 and as per the rates notified/approved by Nagar Palika Parishad, Rampur from time to time, through a QR code-based payment system. Further, as per the policy decision/resolution of Nagar Palika Parishad, Rampur and applicable State Government guidelines, 25% of the total UCC collected shall be retained by the Contractor, and the remaining 75% shall be deposited with the Nagar Palika Parishad, Rampur (Department) within the prescribed time and manner.

The Contractor shall maintain proper records of collection and shall be subject to audit and verification by the S.I., CSI/SO Nagar Palika Parishad Rampur.

- The successful bidder shall have the option to collect user charges in cash for the initial six (6) months only, after which cash collection shall be discontinued.
- No penalty shall be imposed on the Bidder during the first six months from the date of issuance of the Letter of Intent (LOI) for User charge collection. However, with effect from the 6<sup>th</sup> to 12<sup>th</sup> Month of the first year of implementation, the Bidder shall be required to achieve at least of 35% of the applicable user charges.
- The Vehicles procured by the bidder has to be either electronic or CNG considering the environmental status of the city.
- The Bidder has to establish an office, a workshop and a QRT response team with toll free number within 30 Days of Receiving of WO.
- The Bidder has to submit his BEAT Plan in the office of NAGAR PALIKA PARISHAD, RAMPUR within **one month** of Receiving of WO.
- For IEC activities, manpower should be deployed by the successful bidder at some targeted areas as and when required by RNP. A period of one (1) month shall be provided to the Concessionaire for conducting surveys, geotagging, and mapping related to IEC and Door-to-Door Collection activities. During this period, the Concessionaire shall continue to carry out all operations in accordance with the existing plan, ensuring that the ongoing services remain uninterrupted and are not adversely affected. The concessionaire shall submit the report of the survey to Nagar Palika Parishad, Rampur after completion of the surveys, geotagging and mapping related to IEC and Door-to Door Collection Activities.
- The Bidder has to establish a washing facility (link with STP water) at the workshop so that every vehicle leaving the premise is washed so basic NCAP guideline could be followed. The list of existing STP facilities is provided. The bidder shall locate and identify the said facilities using Google Maps.
- The Bidder Has to provide Green Net for Covering of Vehicles for Transportation of Waste either D2D or Otherwise.
- The payment of salaries/wages to workers and employees, along with compliance of EPF, ESIC, and other statutory obligations, shall be carried out by the Bidder only after receipt of the corresponding payment from Nagar Palika Parishad Rampur. Upon receipt of payment, the Bidder shall release

salaries to all workforce within the prescribed time and shall submit EPF/ESIC challans and other required compliance records to Nagar Palika Parishad, Rampur. All other terms and conditions shall remain unchanged.

• **Special Condition**

- The Applicant bidder shall be responsible for all of the costs associated with the preparation of their RFPs and their participation in the Selection Process. Nagar Palika Parishad, Rampur will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
- The RFP shall be valid for a period of not less than 180 (one hundred eighty) days from the last date of submission of RFP (the “RFP Due Date”)
- Interested applicants shall submit technical and financial proposal as per terms of the RFP. Technical Proposals shall be evaluated based on Evaluation Methodology and financial bids of only those bidders shall be opened who qualify in the Evaluation Methodology.
- Applicants shall be deemed to have understood and agreed to terms of RFP and that no explanation or justification for any aspect of the Selection Process will be given. Nagar Palika Parishad,, Rampur decisions are without any right of appeal what so ever.
- The Selection Process shall be governed by and constructed in accordance with procurement rules of Nagar Palika Parishad, Rampur. The Courts at Rampur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- To be eligible for evaluation of its Credentials, the Applicant must fulfill minimum conditions of eligibility towards Eligible Experience, Financial Capability and Key Team Members as set out in RFP.
- It shall be deemed that by submitting the RFP, the Applicant has made a complete and careful examination of the RFP document. Nagar Palika Parishad,, Rampur shall not be liable for any Commission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this Invitation for RFP document or the Selection Process, including any error or mistake therein or in any information or data given by Nagar Palika Parishad, Rampur.
- Notwithstanding anything contained in this Invitation for RFP document, Nagar Palika Parishad,, Rampur reserves the right to accept or reject any RFP and to annul the Selection Process and reject all RFPs, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- Nagar Palika Parishad, Rampur reserves the right to reject any RFP if at any time; a material misrepresentation is made or uncovered.
- The currency for the purpose of this Invitation of RFP document shall be the Indian Rupee (INR).
- No RFP shall be modified, substituted, or withdrawn by the Applicant once submitted.

- The stipulated date of commencement of the work shall be the date on which the agreement is signed/ executed/ drawn between the Parishad & the contractor.
- At present, the selected bidder shall make optimal use of the Executive Officer's existing infrastructure, resources, and manpower. Accordingly, it shall be mandatory to clearly incorporate in the Terms & Conditions provisions relating to the adjustment and/or deployment of existing outsourced manpower in accordance with the prevailing outsourcing rules and guidelines, so as to ensure that there is no adverse impact on the service continuity or future of any outsourced sanitation worker.
- Further, the bidder shall be bound to comply with any revision or enhancement in wages/mandays of outsourced workers as notified by the Government from time to time.
- Primarily, the sanitation workers provided by the Executive Officer shall be deployed by the bidder. In addition to the manpower provided by the Executive Officer, the bidder shall mandatorily deploy its own personnel as per the beat plan finalized and notified by the Executive Officer, ensuring adequate manpower deployment on each beat in accordance with the approved beat plan.
- The contractor shall not be entitled to any compensation on account of delay in locating the sites by NAGAR PALIKA PARISHAD, RAMPUR or due to any natural calamity or labour unrest or non-availability of Labour, theft of materials or any kind off or majeure situation, etc.
- Udyam Registration Certificate (SMALL)
- Labour Licences
- GST Registration Certificate
- Company PAN
- ESIC Registration
- Provident Fund Registration
- Authorised PAN
- Authorised Aadhaar
- Net Worth Certificate, Net worth not less than ₹5 Crore
- Upon termination or completion of the contract, the Concessionaire may take back its own vehicles and materials. However, all vehicles, materials, land, machinery, and any other assets provided by RNP to the successful bidder shall be returned to RNP in good and working condition.

#### 1. Provision of Vehicles & Equipment

**All primary vehicles, equipment, and major assets required for door-to-door collection, secondary transportation, and operation of PCTS, shall be procured and provided by Nagar Palika Parishad, Rampur (the "Authority").**

**The Concessionaire shall not be required to procure such vehicles and equipment under this Agreement.**






The Concessionaire shall only arrange minor tools, consumables, or auxiliary items necessary for day-to-day operations.

2. Operation & Maintenance Responsibility

The Concessionaire shall be responsible for the operation, upkeep, and routine maintenance of all vehicles and equipment provided by the Authority, including deployment of manpower, fuel, consumables, and minor tools and tackles required for efficient execution of the Project.

Major repairs, replacement of vehicles, and capital maintenance (not attributable to negligence of the Concessionaire) shall remain the sole responsibility of the contractor.

3. Financing

**The Concessionaire shall not be required to arrange financing for procurement of vehicles and All equipment provided by the Authority.**

However, the Concessionaire shall arrange working capital required for operations, including manpower, fuel, and day-to-day expenses.

The Concessionaire shall be entitled to O&M Fee in accordance with Article 8 of the Concession Agreement.

4. Condition of Assets

The Authority shall hand over all vehicles and equipment in good working condition along with valid documents (Insurance, Fitness, PUC, etc.).

Any deficiency or pre-existing defect shall be jointly recorded at the time of handover, and the Concessionaire shall not be held responsible for such defects.

5. Survey & Deployment

The Concessionaire shall conduct a site assessment and submit an operational deployment plan within 30 days from the Appointed Date.

The Authority shall review and provide approval/comments within 15 days, failing which the plan shall be deemed approved.

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Appendix – B  
**Covering Letter**

*(On the Letterhead of the Bidder )*

Date:

**To**

**Executive Officer Nagar Palika Parishad, Rampur Rampur, Uttar Pradesh.**

**Sub: RFP for “Door-to-Door Collection, and Secondary Transportation of Municipal Solid Waste up-to designated processing facility/disposal site/collection centers”.**

**Dear Sir,**

Being duly authorized to represent and act on behalf of ..... (Hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of the Project as specified in the RFP, with the details as per the requirements of the RFP, for your evaluation.

We confirm that our Proposal is valid for a period of-----days from the Proposal Due Date.

We also hereby agree and undertake as under:

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

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorised Signatory of the Bidder (Name, Title and Address of the Authorised Signatory)

*Appendix – E*

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

(On Stamp paper of Rs. 100.00 value)

**POWER OF ATTORNEY**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such

acts, deeds and things necessary in connection with or incidental to RFP for **“Door-to-Door Collection, and Secondary Transportation of Municipal Solid Waste & transportation upto designated processing facility/disposal site/collection centers.”** (hereinafter referred to as “the Project”), on behalf of the NAGAR PALIKA PARISHAD, RAMPUR including signing and submission of all documents and providing information / responses to NAGAR PALIKA PARISHAD, RAMPUR in all matters in connection with our Proposal for the Project.

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

Dated this the Day of 20XX For  
(Name and designation of the person(s) signing on behalf of the Bidder)

Accepted (Signature)  
(Name, Title and Address of the Attorney) Date: .....



# Scope of Work

The scope of the Project shall be strictly limited to Door-to-Door Collection, Transfer, and Secondary Transportation of Municipal Solid Waste (MSW) up to the designated processing facility/disposal site/collection centers, and shall include the following:

## 1. Door-to-Door Collection

The Concessionaire shall carry out door-to-door collection of Municipal Solid Waste from all identified waste generators within the Project area, including:

- Residential households
- Commercial establishments
- Institutional premises
- Markets and other designated areas

The Concessionaire shall ensure:

- (a) Daily and timely collection as per approved route plan and schedule;
- (b) Deployment of adequate manpower and collection vehicles;
- (c) Collection from all notified areas without omission;
- (d) Handling of waste in a hygienic manner without spillage or littering;
- (e) Use of covered and GPS-enabled vehicles, wherever provided;
- (f) Compliance with applicable Solid Waste Management Rules and guidelines.

## 2. Transfer of Waste

The Concessionaire shall transfer the collected waste from primary collection vehicles to designated transfer points/PCTS, ensuring:

- (a) Efficient unloading and transfer without environmental nuisance;
- (b) Prevention of spillage, leakage, or secondary pollution;
- (c) Proper coordination between primary and secondary transportation systems;
- (d) Adherence to operational protocols at transfer locations.

## 3. Secondary Transportation

The Concessionaire shall transport Municipal Solid Waste from transfer stations/PCTS to the designated processing facility, disposal site, or collection centers as specified by Nagar Palika Parishad, Rampur (the "Authority").



The Concessionaire shall ensure:

- (a) Timely and continuous transportation of waste;
- (b) Deployment of sufficient number of vehicles to avoid backlog;
- (c) Use of covered, leak-proof, and roadworthy vehicles;
- (d) GPS tracking and monitoring of vehicles, wherever applicable;
- (e) Standby arrangements during contingencies, festivals, or emergencies.

**4. Operational Responsibilities**

The Concessionaire shall:

- (a) Deploy adequate manpower, supervisors, and operational staff;
- (b) Ensure proper route planning and optimization;
- (c) Maintain cleanliness and hygiene during collection and transportation;
- (d) Prevent any littering, open dumping, or environmental violation;
- (e) Maintain basic records of operations, vehicle movement, and service delivery.

**5. Limitation of Scope**

The Concessionaire shall not be responsible for any activity not expressly mentioned in this Scope of Work. No additional obligation shall be deemed to be included by implication.

**Timeline of Percentage-Based Garbage Collection Targets**

**Suggested Service Coverage Timeline**

<b>Timeline from Date of Work Order</b>	<b>Minimum Door-to-Door Garbage Collection Coverage Target</b>
0 – 03 Month	40% households and establishments
03 – 06 Month	70% households and establishments
06 – 09 Month	90% households and establishments
09-12 Month	90 to 100% households and establishments

**Segregation Targets**

<b>Timeline</b>	<b>Source Segregation Target</b>
Within 4 Months	20% segregation at source
Within 6 Months	30 % segregation at source
Within 09 Months	50% segregation at source
Within 12 Months	70% segregation at source

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## **Financing Arrangement**

### **1. Provision of Vehicles & Equipment**

Nagar Palika Parishad, Rampur (the “Authority”) shall provide vehicles and All equipment for door-to-door collection of Municipal Solid Waste.

For secondary transportation, the Authority shall provide available vehicles. Any additional requirement shall be arranged by the Concessionaire only with prior written approval of the Authority, and the same shall be treated as change in scope and paid accordingly.

The Concessionaire shall not be required to incur any additional cost without such approval.

### **2. Additional Requirement**

In case of any additional requirement of vehicles or equipment beyond those provided by the Authority, the same shall be mutually assessed and decided. Procurement of such additional assets, if required, shall be undertaken by the Authority or separately compensated to the Concessionaire, as mutually agreed.

### **3. Operation & Maintenance**

The Concessionaire shall be responsible for operation and routine maintenance of all vehicles and equipment provided by the Authority, including:

- Deployment of manpower
- Fuel and consumables
- Minor tools and tackles

Major repairs, replacement, and capital maintenance shall remain the responsibility of the Authority, unless required due to negligence of the Concessionaire.

### **4. Financing Responsibility**

The Concessionaire shall arrange working capital required for execution of the Project, including manpower, fuel, and day-to-day operational expenses.

No capital investment towards procurement of vehicles and major equipment shall be required from the Concessionaire.

## 5. Payment Terms

The Concessionaire shall be paid as per the approved rates under the Concession Agreement. Wherever rates are quoted on a yearly basis, the corresponding daily rate shall be calculated as: **Monthly payment to the agency shall be calculated as:**

**Payable Amount = Approved Per Ton Rate × Actual Quantity of Waste Handled (in MT)**

## 6. Compliance

The Concessionaire shall carry out all operations in accordance with the Solid Waste Management (SWM) Rules, 2016 and other applicable laws and guidelines.

## 7. Direct Transportation

For transportation of waste directly from open garbage dumps or designated points to processing facilities, payment shall be made as per the rates quoted by the Concessionaire.

## Project Implementation: Operation and Maintenance

- (a) The Concessionaire shall operate and maintain the Project Facilities in accordance with the O&M Requirements. The Concessionaire shall prepare an O&M Plan prior to commencement of the work, in accordance with the scope of work specified in the RFP and the minimum Operation and Maintenance standards set out in Schedule I of this Concession Agreement, and shall obtain approval of Nagar Palika Parishad, Rampur.  
Thereafter, the Concessionaire shall review and update the O&M Plan before the commencement of each financial year and submit the same for approval of Nagar Palika Parishad, Rampur.
- (b) The Concessionaire shall undertake the operation and maintenance of the Project Facilities primarily by itself. However, subletting/subcontracting of work shall be permitted up to a maximum limit of twenty-five percent (25%) of the total scope of work, subject to prior written approval of Nagar Palika Parishad, Rampur. Notwithstanding such subcontracting, the Concessionaire shall remain solely responsible and liable for the due performance of all obligations and for meeting the O&M Requirements under this Agreement.
- (c) The Concessionaire shall, during the Active Operations Period, have a requisite organization and shall designate and appoint suitable officers/representatives to supervise the Project, coordinate with the Project Monitoring Consultant/AUTHORITY, and ensure necessary exchange of information.
- (d) The Concessionaire shall, with due diligence, carry out all necessary and periodic

tests to ensure that the Construction Works and Project Facilities comply with the Construction Requirements and O&M Requirements, in accordance with the instructions and under the supervision of Nagar Palika Parishad, Rampur.

The Concessionaire shall maintain proper records of such tests and shall promptly undertake remedial measures to rectify any defects or deficiencies identified.

- (e) The Concessionaire shall suspend forthwith the whole or any part of the Construction Works upon receiving a written notice from Nagar Palika Parishad, Rampur, stating the reasons in writing, and after giving the Concessionaire a reasonable opportunity of being heard, if in the reasonable opinion of Nagar Palika Parishad, Rampur the operations are being carried on in a manner not in conformity with the O&M Requirements.
- (f) In the event the Concessionaire has failed to operate and maintain the Project in accordance with the O&M Requirements, and such failure has not been remedied despite a Notice to Remedy issued by the Project Monitoring Consultant or Authority, the Authority may undertake operation and maintenance or cause repair and maintenance at the risk and cost of the Concessionaire. All such costs shall be reasonable, duly documented, and subject to verification by the Concessionaire, and shall be reimbursed within 30 days of receipt of the claim.
- (g) The Concessionaire shall be deemed to be in material breach of the O&M Requirements if it is determined by the Project Monitoring Consultant, acting reasonably and in accordance with this Agreement, that:
  - (i) There has been failure or undue delay in carrying out scheduled/planned maintenance in accordance with the O&M Requirements;
  - (ii) There has been persistent breach of O&M Requirements, which shall include:
    - (a) Failure to remedy a breach despite issuance of a Notice to Remedy;
    - (b) Recurrence of a breach during the pendency of a Notice to Remedy;
    - (c) Repeated occurrence of breaches notwithstanding prior rectification.
- (h) Upon occurrence of a material breach of O&M Requirements, AUTHORITY shall, without prejudice to and notwithstanding any other consequences provided therefore under this Agreement, be entitled to terminate this Agreement after giving reasonable cure period.

## User Charges

(a) Subject to the provisions of this Agreement, the Authority hereby permits the Concessionaire to collect user charges from the beneficiaries at the rates specified in Schedule 20. The Concessionaire shall be solely responsible for the assessment, billing, collection, and accounting of such user charges.

All user charges so collected shall be deposited by the Concessionaire into the designated Escrow Account of the Authority. It is clarified that the Authority shall not be responsible for the collection of user charges.

(b) The Authority shall establish and enforce an appropriate mechanism for levy of penalties, issuance of challans, and recovery actions against defaulting users. The Concessionaire shall submit a list of such defaulting users, supported by proof of service delivery for a minimum of twenty-six (26) days in a calendar month.

(c) In case of continued non-payment of user charges for a period of three (3) consecutive months, the Authority shall extend necessary support to the Concessionaire for recovery from such defaulters, including administrative and enforcement actions.

(d) The initial database/list of users shall be provided by the Authority after the bidding process. However, the Concessionaire shall be responsible for updating and maintaining such database during the Contract Period.

(e) All revenues collected from user charges and deposited into the Escrow Account shall be utilized by the Authority for payment of Tipping Fee and other payments as per the terms of this Agreement.

(f)

### User Charges Timeline

Timeline from Date of Work Order	Minimum User Charges Collection Target
00 – 03 Month	Establishment Phase
03-06 Month	Upto 20% households and establishments
06 – 09 Month	Upto 30% households and establishments
09– 12 Month	Upto 50% households and establishments

## ESCROW ACCOUNT

- (a) Nagar Palika Parishad, Rampur (the “Authority”) shall, prior to the Appointed Date, establish an Escrow Account with a nationalized bank (the “Escrow Bank”) in accordance with this Agreement and the Escrow Agreement to be executed between the Authority, the Concessionaire, and the Escrow Bank.
- (b) The Concessionaire shall deposit all collections from user charges into the designated Escrow Account and shall not retain such collections in any other account or form.
- (c) The Escrow Account shall be operated and managed in accordance with the Escrow Agreement. The amounts deposited in the Escrow Account shall be utilized for payments to the Concessionaire (including tipping fee) and for other project-related purposes as specified in this Agreement.
- (d) The Concessionaire shall have the right to receive payments from the Escrow Account in accordance with the terms of this Agreement. No amounts deposited shall be unreasonably withheld or restricted by the Authority.
- (e) Any failure by the Concessionaire to deposit the collected user charges into the Escrow Account shall constitute a material breach of this Agreement and may result in appropriate action, including termination.

## REVENUE SECURITY & ESCROW MECHANISM

### 1. User Charges Collection

- (a) Nagar Palika Parishad Rampur (the “Authority”) hereby permits the Concessionaire to assess, bill, and collect user charges from beneficiaries at the rates specified in the Agreement.
- (b) The Concessionaire shall be solely responsible for collection; however, the Authority shall provide administrative and enforcement support for recovery from defaulting users.
- (c) In case of non-payment for more than **three (3) consecutive months**, the Authority shall initiate coercive recovery measures including penalties, challans, or other statutory actions.

### 2. Escrow Account Mechanism

- (a) The Authority shall establish an **Escrow Account** with a nationalized bank prior to the Appointed Date.
- (b) All user charge collections shall be deposited **daily/weekly** into the Escrow Account.
- (c) The Escrow Account shall be jointly governed by the Authority, the Concessionaire, and the Escrow Bank under an Escrow Agreement.

### 3. Payment Waterfall

All funds in the Escrow Account shall be appropriated in the following order:

1. Statutory taxes and mandatory government dues

2. **O&M Expenses (minimum assured operational cost)**
3. **Monthly payment to Concessionaire (Tipping Fee / Service Fee)**
4. Senior Debt servicing (if applicable)
5. Subordinated Debt (if applicable)
6. Authority dues (license fee, etc.)
7. Verified penalties/damages (after due process)
8. Reserve requirements
9. Balance to Concessionaire

#### **4. Minimum Payment Protection**

(a) The Concessionaire shall be entitled to a **Minimum Assured Monthly Payment (MAMP)**, irrespective of actual user charge collection.

(b) In case of shortfall in Escrow Account:

- The Authority shall compensate the difference within **15 days**

#### **5. Payment Timeline**

- Payments to the Concessionaire shall be released **within 7–15 days** of the billing cycle
- No amount shall be withheld without written justification

#### **6. Defaulter Risk Protection**

(a) The risk of non-collection beyond reasonable efforts shall **not be solely borne by the Concessionaire**

(b) If collection efficiency falls below a defined threshold due to systemic issues, the Authority shall compensate the shortfall.

#### **7. Transparency & Audit**

- Both parties shall have access to Escrow Account records
- Monthly reconciliation shall be mandatory
- Disputes shall be resolved within **15 days**

#### **8. Restriction on Authority Control**

- The Authority shall not unilaterally withdraw or divert funds
- All deductions must be:
  - documented
  - justified
  - mutually verified

#### **9. Termination Protection**

- Escrow funds cannot be blocked in case of dispute
- Pending dues of Concessionaire shall be cleared on priority

# Termination for Authority Event of Default

## EVENTS OF DEFAULT AND TERMINATION

**1. Definition:** "Event of Default" shall mean either a Concessionaire Event of Default or an Authority Event of Default, as the context may require.

**2. Concessionaire Event of Default:** The following shall constitute Events of Default by the Concessionaire:

- (a) **Insolvency:** If the Concessionaire becomes bankrupt, insolvent, or enters into liquidation, subject to applicable law.
- (b) **Material Breach:** If the Concessionaire commits a material breach of this Agreement, including but not limited to failure in:
  - Door-to-door collection of waste
  - Deployment of required manpower and vehicles
  - Transportation of waste
  - Compliance with operational requirements

Provided that such breach continues unremedied for a period of fifteen (15) days after receipt of written notice from the Authority.

(c) **Wilful Misconduct**

If the Concessionaire intentionally and deliberately violates the provisions of this Agreement.

(d) **Corrupt or Fraudulent Practices**

If the Concessionaire engages in corrupt or fraudulent practices, defined as:

- "Corrupt practice" means offering, giving, receiving, or soliciting anything of value to influence the actions of public officials;
- "Fraudulent practice" means misrepresentation of facts or collusion to influence procurement or execution of the contract.

## 3. Termination for Concessionaire Event of Default

(a) Upon occurrence of a Concessionaire Event of Default, the Authority shall issue a written notice specifying the default and provide a cure period of fifteen (15) days or such extended period as may be reasonable.

(b) If the Concessionaire fails to remedy the default within the cure period, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice.

(c) Termination shall be exercised only in case of material or persistent default and not for minor or isolated deviations.

## 4. Authority Event of Default

The following shall constitute Events of Default by the Authority:

- (a) Failure to make payments due to the Concessionaire within the stipulated time period;
- (b) Failure to provide access to sites, vehicles, or other resources as required under this Agreement;



- (c) Material breach of obligations under this Agreement;
- (d) Any act or omission that materially affects the performance of the Concessionaire.

**5. Termination for Authority Event of Default**

- (a) The Concessionaire shall issue a Preliminary Notice specifying the nature of default.
- (b) Within thirty (30) days of receipt of such notice, the Authority shall submit its proposal to remedy the default (“Proposal to Rectify”).
- (c) If the Authority fails to submit such proposal within the stipulated period, the Concessionaire may terminate this Agreement by issuing a Termination Notice.
- (d) If the Authority submits the Proposal to Rectify, it shall have a further period of thirty (30) days to cure the default.
- (e) If the Authority fails to remedy the default within such period, the Concessionaire shall be entitled to terminate this Agreement by issuing a Termination Notice.

**6. Withdrawal of Termination Notice**

If the defaulting Party cures the Event of Default to the reasonable satisfaction of the other Party prior to the effective date of termination, the Termination Notice shall be deemed withdrawn. Provided that the defaulting Party shall compensate the other Party for any direct costs or losses arising from such default.

**7. General Principles**

- (a) Termination shall be a measure of last resort and shall be exercised in a fair and reasonable manner;
- (b) The affected Party shall be given a reasonable opportunity of being heard;
- (c) Termination shall not affect any rights or obligations accrued prior to such termination.

**EVENTS OF DEFAULT AND TERMINATION**

**1. Definitions**

For the purposes of this Agreement:

- (a) “Event of Default” shall mean either a Concessionaire Event of Default or an Authority Event of Default, as the context may require;
- (b) “Material Adverse Effect” shall mean any event, circumstance, or occurrence which materially and adversely affects the ability of either Party to perform its obligations under this Agreement;
- (c) “Cure Period” shall mean the period allowed to the defaulting Party to remedy or rectify the Event of Default.

**2. Concessionaire Event of Default**

Each of the following events or circumstances shall constitute a Concessionaire Event of Default, unless such event has occurred due to reasons attributable to the Authority or Force Majeure:



- (a) Failure to achieve Commercial Operation Date (COD) within sixty (60) days from the Scheduled Completion Date due to reasons attributable to the Concessionaire;
- (b) Failure to perform or observe any material obligation under this Agreement, including but not limited to door-to-door collection, transfer, and secondary transportation of waste, and such failure continues unremedied for a period of thirty (30) days after receipt of written notice from the Authority;
- (c) Any representation, warranty, or statement made by the Concessionaire is found to be false, misleading, or materially incorrect;
- (d) Insolvency, bankruptcy, liquidation, or winding-up proceedings initiated against the Concessionaire, except in cases of approved restructuring;
- (e) Default under any financing arrangement resulting in recall of loans or financial assistance;
- (f) Abandonment of the Project or refusal to perform obligations under this Agreement;
- (g) Any attachment, seizure, or encumbrance over assets of the Concessionaire adversely affecting Project performance for a period exceeding ninety (90) days;
- (h) Wilful misconduct, gross negligence, or deliberate violation of the provisions of this Agreement;
- (i) Engagement in corrupt or fraudulent practices.

### **3. Risk and Cost Execution**

- (a) In the event the Concessionaire fails to perform any part or whole of the work or achieves a KPI score of less than sixty percent (60%) for three (3) consecutive months, Nagar Palika Parishad Rampur (the "Authority") shall, after due assessment, be entitled to have the work executed through an alternate agency at the risk and cost of the Concessionaire;
- (b) The Authority shall constitute a committee of competent officials to evaluate the extent of default, determine the necessity of engaging an alternate agency, and quantify the cost implications;
- (c) All costs incurred by the Authority in such execution shall be recoverable from the Concessionaire after due verification, documentation, and issuance of prior written notice.

### **4. Procedure for Termination (Concessionaire Default)**

- (a) Upon occurrence of a Concessionaire Event of Default, the Authority shall issue a Preliminary Notice specifying in reasonable detail the nature of default and the corrective measures required;
- (b) The Concessionaire shall, within thirty (30) days, submit a Proposal to Rectify detailing corrective actions and timelines;
- (c) The Authority may, upon review, grant an additional Cure Period of thirty (30) days;
- (d) If the Concessionaire fails to cure the default within the prescribed period, the Authority shall be entitled to issue a Termination Notice;
- (e) The Termination Notice shall specify a Termination Date not earlier than sixty (60) days from the date of notice;
- (f) The Authority may invoke Performance Security and recover dues upon termination.

### **5. Consequences of Termination (Concessionaire Default)**

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- (a) The Concessionaire shall hand over Project Facilities and site in good working condition, subject to normal wear and tear;
- (b) The Authority may take over, operate, or assign the Project to a third party;
- (c) Work may be executed at the risk and cost of the Concessionaire;
- (d) Outstanding dues shall be settled after adjustment of verified penalties and recoveries;
- (e) Assets owned by the Concessionaire shall not be taken over without fair compensation, unless mutually agreed;
- (f) The Concessionaire shall remove its personnel and materials within a reasonable time.

**6. Authority Event of Default**

Each of the following shall constitute an Authority Event of Default:

- (a) Failure to make undisputed payments within stipulated timelines;
- (b) Failure to provide vehicles, access, or support required under this Agreement;
- (c) Material breach affecting Project performance;
- (d) Failure to address operational impediments such as public resistance or administrative restrictions;
- (e) Any act or omission preventing performance by the Concessionaire.

**7. Procedure for Termination (Authority Default)**

- (a) The Concessionaire shall issue a Preliminary Notice specifying the default;
- (b) The Authority shall submit a Proposal to Rectify within thirty (30) days;
- (c) The Authority shall have an additional Cure Period of thirty (30) days;
- (d) If default is not cured, the Concessionaire may issue a Termination Notice;
- (e) Termination shall be effective not earlier than sixty (60) days from such notice.

**8. Termination Notice**

The Termination Notice shall include:

- (i) Details of Event of Default;
- (ii) Proposed termination date;
- (iii) Estimated termination payment;
- (iv) Details of pending obligations.

**9. Withdrawal of Termination**

If the defaulting Party cures the Event of Default prior to the effective date of termination to the reasonable satisfaction of the other Party, the Termination Notice shall stand withdrawn.

Provided that the defaulting Party shall compensate the other Party for any direct losses or costs incurred.

**10. Rights of Authority on Termination**

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- (a) Authority may take possession of Project Facilities;
- (b) Authority may restrict access of the Concessionaire;
- (c) Authority may assign the Project to another agency;
- (d) Authority shall not be liable for employment obligations of the Concessionaire.

**11. Termination Payment and Settlement**

- (a) All undisputed dues payable to the Concessionaire shall be cleared within sixty (60) days;
- (b) Deductions shall be limited to verified penalties, damages, and recoverable costs;
- (c) Disputes shall be resolved as per the Agreement.

**12. General Principles**

- (a) Termination shall be a measure of last resort;
- (b) Parties shall act in good faith;
- (c) Opportunity of hearing shall be provided;
- (d) Rights accrued prior to termination shall survive;
- (e) No Party shall be unjustly enriched at the cost of the other.

**DISPUTE RESOLUTION AND ARBITRATION**

Any dispute, difference, controversy, or claim of whatsoever nature arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach, or termination (hereinafter referred to as “Dispute”), shall, in the first instance, be resolved amicably through mutual consultations and good faith negotiations between the Parties. Either Party may give a written notice to the other Party specifying in reasonable detail the nature of such Dispute, upon receipt of which the authorized representatives of both Parties shall meet and use their best efforts to resolve the Dispute within a period of thirty (30) days from the date of such notice. During this period, the Parties shall act in good faith and cooperate with each other to achieve a mutually acceptable resolution.

In the event that the Dispute is not resolved amicably within the aforesaid period, the same shall be finally settled by binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time (the “Arbitration Act”). The arbitral tribunal shall consist of three (3) arbitrators, wherein each Party shall appoint one arbitrator, and the two arbitrators so appointed shall jointly appoint the third arbitrator, who shall act as the Presiding Arbitrator. The Party invoking arbitration shall issue a written notice to the other Party, appointing its arbitrator and calling upon the other Party to appoint its arbitrator within fifteen (15) days from the date of receipt of such notice. In the event that the other Party fails to appoint its arbitrator within the stipulated period, the appointment shall be made in accordance with the provisions of the Arbitration Act. In case the two appointed arbitrators fail to agree upon the Presiding Arbitrator within a period of fifteen (15) days, such appointment shall also be made in accordance with the provisions of the Arbitration Act.



The seat and venue of arbitration shall be Rampur, Uttar Pradesh, and the arbitration proceedings shall be conducted at such place. The language of arbitration shall be English, and all pleadings, submissions, documents, and the arbitral award shall be in English. The arbitral tribunal shall conduct the proceedings in accordance with the provisions of the Arbitration Act and shall have full authority to determine its own procedure, including the manner of taking evidence, conducting hearings, and passing interim, partial, or final awards as it may deem appropriate.

The costs and expenses of arbitration, including arbitrators' fees and administrative expenses, shall be determined by the arbitral tribunal, which shall also decide the proportion in which such costs shall be borne by the Parties. Pending the resolution of any Dispute, including during the pendency of arbitration proceedings, the Parties shall continue to perform their respective obligations under this Agreement without interruption, and no Party shall be entitled to suspend or withhold performance solely on account of the existence of a Dispute, except as may be directed by the arbitral tribunal or required under applicable law.

The arbitral award shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act. The Parties agree to comply with the award without undue delay, subject to their rights under applicable law. Subject to the provisions of arbitration, the courts at Rampur, Uttar Pradesh shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement, including any proceedings arising out of arbitration. This clause shall survive the termination, expiry, or completion of this Agreement and shall continue to be binding upon the Parties in respect of any Disputes arising thereafter.

### **1. Amicable Resolution of Disputes**

Any dispute, difference, controversy, or claim of any nature whatsoever arising out of or in connection with this Agreement, including but not limited to any question regarding its existence, validity, interpretation, performance, breach, or termination (hereinafter collectively referred to as "Dispute"), shall, as far as possible, be resolved amicably through mutual discussions, consultations, and good faith negotiations between the Parties.

Either Party may, by way of a written notice, notify the other Party of the existence of a Dispute, specifying in reasonable detail the nature of such Dispute and the issues involved, upon which the authorized representatives of both Parties shall meet within a reasonable time and shall use their best efforts to resolve the Dispute amicably within a period of thirty (30) days from the date of receipt of such notice.

During such period, both Parties shall act in good faith, cooperate with each other, and make all reasonable endeavors to arrive at a mutually acceptable resolution, failing which the Dispute shall be

referred to arbitration in accordance with the provisions set out herein.

## **2. Reference to Arbitration**

In the event that any Dispute is not resolved amicably within the period specified above, the same shall be finally settled by binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time (hereinafter referred to as the "Arbitration Act").

The arbitration shall be conducted by a tribunal consisting of three (3) arbitrators, wherein each Party shall appoint one arbitrator, and the two arbitrators so appointed shall jointly appoint the third arbitrator, who shall act as the Presiding Arbitrator.

The Party initiating arbitration shall issue a written notice invoking arbitration, along with the appointment of its arbitrator, and shall call upon the other Party to appoint its arbitrator within a period of fifteen (15) days from the date of receipt of such notice. In the event that the other Party fails to appoint its arbitrator within the stipulated period, the appointment shall be made in accordance with the provisions of the Arbitration Act.

In case the two appointed arbitrators fail to agree upon the appointment of the Presiding Arbitrator within fifteen (15) days, such appointment shall also be made in accordance with the provisions of the Arbitration Act.

## **3. Seat, Venue and Language**

The seat and venue of arbitration shall be Rampur, Uttar Pradesh, and all arbitration proceedings shall be conducted at such place, unless otherwise agreed by the Parties in writing. The language of the arbitration proceedings, including all pleadings, submissions, documents, and the arbitral award, shall be English.

## **4. Conduct of Arbitral Proceedings**

The arbitral tribunal shall conduct the proceedings in accordance with the provisions of the Arbitration Act and shall have full authority to determine its own procedure, including the manner of taking evidence, conducting hearings, and passing interim, partial, or final awards as it may deem appropriate.

The Parties shall extend full cooperation to the arbitral tribunal to ensure expeditious and effective conduct of the proceedings and shall comply with all directions issued by the tribunal during the course of arbitration.



## **5. Costs of Arbitration**

The costs and expenses of arbitration, including the fees of the arbitrators, administrative expenses, and all incidental costs, shall be determined by the arbitral tribunal, and the tribunal shall have the discretion to allocate such costs between the Parties in such proportion as it may deem appropriate, taking into account the conduct of the Parties and the outcome of the arbitration.

## **6. Continuity of Performance**

Pending the resolution of any Dispute, including during the pendency of arbitration proceedings, the Parties shall continue to perform their respective obligations under this Agreement in a timely and uninterrupted manner, and no Party shall be entitled to suspend, delay, or withhold performance of its obligations solely on account of the existence of a Dispute, except to the extent specifically directed by the arbitral tribunal or required under applicable law.

## **7. Finality and Binding Nature of Award**

The arbitral award passed by the tribunal shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act. The Parties agree to comply with such award without undue delay, subject only to such remedies as may be available under applicable law.

## **8. Jurisdiction of Courts**

Subject to the provisions of arbitration set out herein, the courts at Rampur, Uttar Pradesh shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement, including any applications, interim measures, or proceedings arising out of the arbitration.

## **9. Survival of Clause**

This Dispute Resolution and Arbitration clause shall survive the termination, expiry, or completion of this Agreement and shall continue to remain binding upon the Parties in respect of any Disputes arising thereafter.



# **DETAILED SCOPE OF DOOR-TO-DOOR COLLECTION AND TRANSPORTATION OF SOLID WASTE**

## **1. Door-to-Door / Street-Level Primary Collection**

The Concessionaire shall be responsible for providing time-bound door-to-door and street-level primary collection of Municipal Solid Waste from all households and notified waste generators within the Project Area.

The Concessionaire shall collect both pre-segregated and unsegregated waste, as per applicable KPIs and operational requirements. Waste shall be handled and maintained in three distinct streams, namely:

- Biodegradable (Wet Waste)
- Non-Biodegradable (Dry Waste)
- Domestic Hazardous and Sanitary Waste

The Concessionaire shall ensure segregation during collection and at PCTS, and shall also undertake Information, Education, and Communication (IEC) activities, along with enforcement support from the Authority, to promote segregation at source in accordance with applicable Solid Waste Management Rules.

The Concessionaire shall deploy suitable vehicles such as Auto-Tippers and E-Rickshaws equipped with:

- Covered body with no spillage
- Hydraulic tipping mechanism
- Separate compartments for wet and dry waste
- Dedicated containers/boxes for domestic hazardous and sanitary waste
- Hooter/siren and identification system

No intermixing of waste streams shall be permitted during collection or transportation.

## **2. Transfer and Primary Transportation**

The Concessionaire shall transfer collected waste from primary vehicles to designated locations, including:

- Decentralized processing units
- Recycling centers
- PCTS (Mobile Transfer Stations / Refuse Compactors)
- Any other location designated by the Authority

Wet waste shall be transported to decentralized processing sites or PCTS, while dry waste shall be transported to recycling centers or designated transfer locations.

The Concessionaire shall ensure efficient routing, minimum handling time, and no environmental nuisance during transfer operations.

## **3. Domestic Hazardous Waste Management**



The Concessionaire shall collect domestic hazardous and sanitary waste separately using dedicated containers attached to primary collection vehicles and shall transport the same to designated collection centers or PCTS.

The Authority shall provide designated space for collection; however, further handling, transportation, and disposal shall remain the responsibility of the Concessionaire.

#### **4. User Charges Collection**

The Concessionaire shall collect user charges from households, commercial establishments, institutional establishments, and Bulk Waste Generators (BWGs), as per rates notified by the Authority from time to time.

All such collections shall be deposited into the designated Escrow Account of the Authority without any retention.

The Concessionaire shall:

- Ensure collection as per prescribed minimum thresholds
- Maintain records of collection
- Submit monthly reports of user database and payment status to the Authority

#### **5. Commercial Waste Collection**

The Concessionaire shall provide time-bound waste collection services for:

- Markets (vegetable, fruit, fish, etc.)
- Hotels, restaurants, and dhabas
- Banquet halls and institutions
- Bulk Waste Generators (BWGs)
- Any other notified commercial entities

Collection shall be planned in alignment with operational timings of such establishments.

Separate vehicles may be deployed exclusively for commercial collection, and such vehicles shall not collect waste from open dumps or unauthorized locations.

#### **6. Transportation to Processing / Disposal Sites**

Waste transferred to PCTS or other collection points shall be transported to:

- Compost plants
- Waste-to-energy plants
- Sanitary landfill facilities (SLF)
- Any other facility designated by the Authority

The Concessionaire shall ensure continuous transportation and no backlog at transfer points.

#### **7. Operational Controls and Monitoring**



The Concessionaire shall:

- Prepare route plans and schedules for all vehicles
- Ensure GPS tracking and monitoring (where applicable)
- Install approved audio/jingle systems in vehicles
- Maintain discipline, hygiene, and service standards
- Avoid littering, open dumping, or environmental violations

## 8. Reporting and Compliance

The Concessionaire shall:

- Submit regular operational reports
- Share user charge collection data
- Coordinate with the Authority and Independent Engineer
- Comply with all applicable laws, SWM Rules, and contractual requirements

## 9. Limitation of Scope

The scope of work shall be limited strictly to collection, transfer, and transportation activities as defined herein.

Any additional activity shall be undertaken only upon written instruction of the Authority and shall be treated as additional work with separate compensation.

## **SCHEDULE 1: PARKING AREAS & WORKSHOP FOR MAINTENANCE OF C&T VEHICLES**

The Authority shall provide suitable land/area for vehicle parking and maintenance in the Central Zone for use by the Concessionaire during the Concession Period on an “as-is-where-is” basis, without any warranty as to its condition, suitability, or fitness for purpose.

### 3.1 Workshop for Maintenance of C&T Vehicles

(a) The Concessionaire shall establish and operate a dedicated workshop for repair, maintenance, and servicing of Collection and Transportation (C&T) vehicles deployed under the Project, ensuring that all vehicles remain in operational condition at all times.

(b) In the event that the land/area provided by the Authority is found to be unsuitable or inadequate for the requirements of the Concessionaire, the Concessionaire shall, at its own cost and risk, arrange alternative land or premises for setting up such workshop without any additional financial liability on the Authority.

(c) The Concessionaire shall ensure that the workshop is properly maintained, adequately equipped, and

operated in accordance with Good Industry Practice, and shall have all necessary tools, equipment, manpower, and arrangements to handle routine maintenance as well as emergency repair situations, in compliance with all applicable laws, safety standards, and environmental regulations.

(d) The Concessionaire shall carry out periodic upkeep, including maintenance, repairs, and painting of the workshop premises at least once in every financial year, so as to maintain proper working conditions, safety standards, and aesthetic appearance.

## **SCHEDULE “2”**

### **DOMESTIC HAZARDOUS WASTE DEPOSITING CENTRES\*\***

The Concessionaire shall be responsible for the collection, transportation, storage, and management of Domestic Hazardous Waste (DHW) in accordance with the provisions of this Agreement, applicable laws, and Good Industry Practice.

#### **1. Collection and Transportation**

(a) The Concessionaire shall collect segregated Domestic Hazardous Waste from households on a bi-weekly basis and transport the same to the designated Domestic Hazardous Waste Depositing Centres (DHW Centres) for safe storage.

(b) The Concessionaire shall notify and publicize the schedule and timing of DHW collection to ensure effective participation and compliance by waste generators.

#### **2. Provision of Space by Authority**

(a) Nagar Palika Parishad Rampur shall provide suitable space to the Concessionaire for establishing DHW Depositing Centres.

(b) The disposal, treatment, and further handling of the collected Domestic Hazardous Waste shall be the sole responsibility of the Concessionaire, in compliance with applicable rules and regulations.

#### **3. Operation and Maintenance of DHW Centres**

(a) The Concessionaire shall operate and maintain the DHW Depositing Centres throughout the Concession Period.

#### **4. IEC and Awareness Activities**

The Concessionaire shall undertake Information, Education, and Communication (IEC) activities to create awareness among waste generators regarding:

- Proper segregation and storage of Domestic Hazardous Waste
- Safe handling and disposal practices
- Scheduled collection and depositing mechanisms

#### **5. Minimum Technical Requirements of DHW Centres**

The Domestic Hazardous Waste Depositing Centres shall comply with the following minimum requirements:

(i) The facility shall be completely enclosed to prevent unauthorized access and environmental exposure;

- (ii) Adequate decontamination area shall be provided for personnel and equipment;
- (iii) The construction materials and building units shall be chemically compatible with hazardous waste;
- (iv) The facility shall be equipped with an appropriate leak detection system to identify any failure in the integrity of the flooring or containment system;
- (v) The DHW Centre shall remain operational and open for receiving waste from 08:00 AM to 08:00 PM or as otherwise directed by the Authority.

## 6. Detailed Guidelines

The provisions mentioned herein are indicative in nature. The Authority, in consultation with the Independent Engineer (IE) and relevant regulatory authorities, shall develop and issue detailed guidelines, including technical specifications and operational standards for the management of DHW Depositing Centres, which shall be binding on the Concessionaire.

## SCHEDULE “3”

### SCOPE OF IEC (INFORMATION, EDUCATION & COMMUNICATION) ACTIVITIES

#### 3.1 Introduction

This Schedule shall serve as a guiding framework for developing awareness among the citizens within the Project Area regarding the importance of maintaining cleanliness in accordance with the Solid Waste Management Rules, 2016, and for encouraging active cooperation with the Concessionaire in achieving the objectives of the Project. Community participation shall be a critical component of the Project and shall aim to:

- (a) Promote the principles of **Reduce, Reuse, and Recycle (3R)** in waste management practices;
- (b) Discourage littering of waste on streets, drains, open spaces, and water bodies;
- (c) Encourage proper storage of waste at source in a segregated manner, namely biodegradable (wet waste), non-biodegradable (dry waste), and domestic hazardous waste;
- (d) Increase awareness among citizens regarding efficient and sustainable methods of waste management through active involvement of Resident Welfare Associations (RWAs), community groups, and Non-Governmental Organizations (NGOs);
- (e) Develop and promote the habit of timely payment of user charges among waste generators.

#### 3.2 Scope of IEC Activities

The Concessionaire shall design, implement, and execute a comprehensive IEC programme to ensure effective public awareness and participation, including but not limited to:

- (a) Door-to-door awareness campaigns and interpersonal communication;
- (b) Distribution of IEC materials such as pamphlets, brochures, and information leaflets;
- (c) Organization of awareness camps, workshops, and community meetings at ward and zone levels;
- (d) Engagement with RWAs, market associations, educational institutions, and NGOs;
- (e) Use of audio-visual tools, public announcements, jingles, and digital platforms for wider outreach;
- (f) Promotion of waste segregation, safe disposal practices, and user charge compliance.

### 3.3 Monitoring and Evaluation

- (a) The Concessionaire shall establish an internal monitoring mechanism to assess the effectiveness and impact of IEC activities on the ground;
- (b) The Independent Engineer (IE) shall provide basic monitoring indicators and performance parameters for evaluation;
- (c) The Authority shall undertake regular monitoring of IEC activities through field inspections, as well as monthly and quarterly review meetings at ward and zone levels;
- (d) The designated IEC In-charge of the Concessionaire shall review all reports, documents, and performance data, and shall incorporate feedback and suggestions for continuous improvement;
- (e) A quarterly performance report shall be prepared by the Concessionaire, with technical support from the Independent Engineer, detailing the effectiveness, outreach, and outcomes of IEC activities.

### 3.4 Reporting Requirements

- (a) The Concessionaire shall implement IEC activities in accordance with the approved work plan during the Contract Period;
- (b) For clarity, the IEC activities shall be mandatorily carried out for the first three (3) years from the date of signing of the Agreement, and thereafter as may be directed by the Authority;
- (c) The Concessionaire shall maintain daily records of IEC activities undertaken, including location, type of activity, participation levels, and outcomes;
- (d) Such records shall form the basis for submission of periodic reports, including daily logs, monthly summaries, and quarterly reports, as may be required by the Authority or the Independent Engineer;
- (e) All reports shall be submitted in the prescribed format and within the timelines specified by the Authority.

## SCHEDULE "4"

### GUIDELINES FOR SOCIAL SAFEGUARD

- (a) is Schedule forms an integral part of the Concession Agreement (CA) under the Request for Proposal (RFQ-cum-RFP). The social safeguard requirements for the Project components are specified herein.
- (b) **Avoidance of Interference:** The Concessionaire shall ensure that it does not unnecessarily or improperly interfere with the access to, use, or occupation of roads, footpaths, and any other public or private property within the Project Area.
- (c) The Concessionaire shall indemnify and hold the Authority harmless against all damages, losses, costs, and expenses (including legal fees) arising out of any such unnecessary or improper interference.

#### 4.1 Secondary Collection of Waste

- (a) Storage facilities shall be located in a manner that ensures accessibility to users;
- (b) Waste stored shall not be exposed to the open environment and shall be maintained in an aesthetically acceptable and user-friendly manner;
- (c) The Concessionaire shall ensure that no bins, containers, or storage points (including PCTS) overflow at any time;
- (d) The Concessionaire shall train sanitary workers to avoid manual handling of waste. Where unavoidable, such handling shall be carried out with due precautions and use of appropriate personal protective equipment (PPE).

#### **4.2 Transportation of Solid Waste**

- (a) All vehicles used for transportation of waste shall be properly covered so that waste is not visible to the public and is not exposed to the environment, thereby preventing scattering;
- (b) The Concessionaire shall ensure that all vehicles comply with applicable speed limits and road safety norms at all times.

#### **4.3 Engagement of Staff and Labour**

The Concessionaire shall be responsible for the engagement of all staff and labour, whether local or otherwise, and for ensuring their wages, benefits, and working conditions are in compliance with Applicable Laws. The Concessionaire shall, to the extent practicable, employ personnel with appropriate qualifications and experience, preferably from local or nearby areas.

#### **4.4 Facilities for Staff and Labour**

The Concessionaire shall provide adequate welfare facilities for all personnel. No personnel shall be permitted to reside, temporarily or permanently, within the premises of Project assets or operational areas.

#### **4.5 Medical and Accidental Facilities**

- (a) The Concessionaire shall appoint a qualified Safety Officer responsible for ensuring safety, accident prevention, and implementation of protective measures at the Site. The Safety Officer shall have the authority to issue instructions and enforce safety compliance;
- (b) The Concessionaire shall report all accidents to the Independent Engineer (IE) as soon as practicable and shall maintain records relating to health, safety, welfare of personnel, and damage to property, as required.

#### **4.6 Supply of Drinking Water and Sanitation**

The Concessionaire shall, considering local conditions, provide adequate drinking water and sanitary facilities (such as portable toilets or latrines) for its staff and workers at the Site, at its own cost and to the satisfaction of the Independent Engineer.

#### **4.7 Measures against Insects and Pest Nuisance**

The Concessionaire shall take all necessary precautions to protect its personnel from insects and pest nuisance and shall comply with all applicable health regulations, including use of appropriate insecticides and preventive measures.

#### **4.8 Prohibition of Alcoholic Liquor and Drugs**

The Concessionaire shall not import, sell, distribute, barter, or otherwise dispose of any alcoholic liquor or drugs, except in accordance with Applicable Laws, and shall ensure that its personnel do not engage in such activities within the Project Area.

#### **4.9 Festivals and Religious Customs**

The Concessionaire shall respect all recognized festivals, days of rest, and religious or cultural customs prevailing in the country and Project Area.

#### **4.10 Funeral Arrangements**

The Concessionaire shall, in accordance with local regulations, be responsible for making necessary funeral arrangements for any of its personnel who may die while engaged in the Project.

#### **4.11 Prohibition of Forced or Compulsory Labour**

The Concessionaire shall not employ forced or compulsory labour in any form. All work shall be voluntary and in compliance with applicable labour laws.

#### **4.12 Prohibition of Child Labour**

- (a) The Concessionaire shall not employ any child in any form of labour that is exploitative, hazardous, or harmful to the child's health, education, or development;
- (b) "Child" shall mean a person below the statutory minimum age as defined under applicable laws.

#### **4.13 Employment Records of Workers**

The Concessionaire shall maintain complete and accurate records of all workers, including details such as name, age, gender, working hours, and wages. Such records shall be updated regularly, summarized on a monthly basis, and made available for inspection by the Independent Engineer during working hours.

### **5. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

The Concessionaire shall ensure that no employment decision is made on the basis of personal characteristics that are unrelated to the inherent requirements of the job. The Concessionaire shall maintain an employment relationship based on the principles of equal opportunity, fairness, and non-discrimination.

The Concessionaire shall not discriminate, directly or indirectly, in any aspect of employment, including but not limited to recruitment and hiring, compensation (including wages and benefits), working conditions, terms of employment, access to training, promotion, termination, retirement, or disciplinary practices.

Any special measures undertaken for the purpose of remedying past discrimination or selecting candidates based on genuine occupational requirements shall not be deemed as discriminatory.

### **SCHEDULE "5"**

#### **MINIMUM INFRASTRUCTURE AND MANPOWER REQUIREMENTS DURING THE CONCESSION PERIOD**

##### **5.1 Minimum Requirement**

The Authority has assessed and estimated the minimum requirement of project vehicles, equipment,

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and manpower necessary for the effective management of Municipal Solid Waste generated from households, commercial establishments, streets, and other areas through a door-to-door and street-level collection system, as defined in the Project Information Memorandum (PIM).

The estimation of vehicles and manpower is based on the assumption that the Concessionaire shall ensure **85-100% coverage** of all households and commercial establishments within the Project Area. The Concessionaire may, based on its approved operation plan, optimize or modify the deployment strategy; however, it shall, at all times, deploy **not less than the minimum number** of vehicles, equipment, and manpower as specified.

## **5.2 Additional Deployment**

The number of vehicles, equipment, and manpower specified in the Project Information Memorandum (PIM) and Technical Schedules shall be considered as the **minimum mandatory requirement** for execution of the work.

In the event of any increase in waste generation, change in operational requirements, expansion of coverage area, or any situation necessitating additional resources for maintaining service levels, the Concessionaire shall deploy additional vehicles, equipment, and manpower at its own cost to ensure efficient and uninterrupted sanitation services.

## **SCHEDULE “6”**

### **PAYMENT, PENALTY AND PRICE ADJUSTMENT MECHANISM (INCLUDING VEHICLE PROVISION)**

#### **6.1 Payment Mechanism**

##### **6.1.1 Monthly Payment**

The Contractor/Concessionaire shall be paid on a monthly basis for the services rendered, based on duly verified work in accordance with the provisions of this Agreement.

##### **6.1.2 Timelines for Payment**

Payments shall be released within fifteen (15) days from the date of submission of duly certified bills, subject to verification by the Authority.

##### **6.1.3 Proportionate Deductions**

Minor deficiencies shall not result in withholding of the entire payment. Only proportionate deductions, if any, shall be made corresponding to the actual service gaps.

#### **6.2 Performance Linked Payment (PLP)**

##### **6.2.1 Retention Amount**

Not more than five percent (5%) of the monthly bill amount may be retained as Performance Linked Payment (PLP).

##### **6.2.2 Release of PLP**

The retained PLP shall be released in the subsequent billing cycle upon satisfactory performance.

## 6.3 Penalty Mechanism

### 6.3.1 General Principles

Penalties shall be reasonable, proportionate, and limited strictly to actual and verifiable service deficiencies.

### 6.3.2 Indicative Penalties

#### Specific Penalty Conditions (Subject to Submission of Evidence)

The following penalties shall be imposed by the Urban Local Body (ULB) upon submission of photographic evidence, GPS records, inspection reports, video evidence, or written complaint verification:

S. No.	Violation	Penalty
1	Open secondary transportation vehicle found carrying waste without proper covering/netting	₹1,000 per vehicle per instance
2	Breach of prescribed implementation timeline or failure to achieve target milestones	₹50,000 per instance
3	Driver/helper found without prescribed uniform/dress/PPE	₹300 per instance
4	Vehicle operated without functional GPS system	₹500 per vehicle per day

The selected Agency shall perform Door to Door Waste collection and transportation from households as per given timeline and the penalty will be imposed on the basis of following criteria:

#### PENALTY CLAUSE

6. Concessionaire is bound to perform as per terms and conditions laid down in the Tender Documents including RFP, and the Concession Agreement. Non-performance or lack of performance shall be viewed seriously resulting into levy of monetary penalties as prescribed in RFP.
7. The Contracting Authority shall have the right to set-off from any monthly amount payable to the Concessionaire in accordance with this Agreement any amount due by the Concessionaire to the Contracting Authority in accordance with this Agreement, including any Performance Penalties which were not adequately taken into account in the calculation of the monthly quoted rate by the Bidder.
8. In case of situations not in control of the concessionaire such as closure of specified disposal sites/strikes by manpower or road blockade due to religious/political processions/festivals, the Bidder shall make written report to the Health In charge along with appropriate proofs, who shall forward the same with his/her comments to the concerned official in NPPR for full or partial waiver of the penalty levied due to such event/occasion.
9. The period of first 90 days from the start of the work shall be treated as period of acquaintance

and no penalties will be imposed.

10. The work verification of the successful bidder will be done on monthly basis by SFI of the designated wards, which will be further verified by CSFI/Officer-in-charge.
11. The selected bidder shall perform Door to Door Waste collection and transportation from households as per mentioned schedules and the penalty will be imposed on the basis of following criteria:

S.No.	Target Period	Target to be achieved	Achieved Target	Penalty
1	COD+3months	more than 40%	less than 40%	Establishment phase
2	COD+4months	more than 50%	less than 50%	0 to 1 % of Billing Amount (cumulative)
3	COD+6months	more than 70%	less than 70%	0 to 2 % of Billing Amount (cumulative)
4	COD+9months	more than 90 %	less than 90%	0 to 3 % of Billing Amount
5	COD+12months	more than 100 %	less than 100%	0 to 4% of Billing Amount

The selected Agency UCC Penalty as per given timeline

S.No.	Target Period	Target to be achieved	Achieved Target	Penalty
1	COD +3 months	more than 0%	less than 0%	Establishment phase
2	COD + 6 months	more than 20%	less than 20%	02 % of the rest Amount of UCC
3	COD + 9 months	more than 30 %	less than 30%	3 % of the rest Amount of UCC
4	COD + 12 months	more than 50 %	less than 50%	4 % of the rest Amount of UCC

The selected Agency UCC incentive as per given timeline

S.No.	Target Period	Target to be achieved	Achieved Target	incentive
1	COD +3 months	more than 0%	up to 0 %	Establishment phase
2	COD + 6 months	more than 20%	up to 20 %	3 % of collected UCC Amount
3	COD + 9 months	more than 30 %	up to 30 %	5 % of collected UCC Amount
4	COD + 12 months	more than 50 %	up to 50 %	10 % of collected UCC Amount

## Evidence & Verification Clause

- Penalties shall be imposed only after verification through geo-tagged photographs, inspection reports, GPS monitoring records, video evidence, or written complaints verified by authorized ULB officials.
- The contractor shall be informed in writing/electronically regarding the violation.
- Repeated violations may lead to enhanced penalties, withholding of payments, or contract termination as per contract conditions.

### 6.3.3 Notice and Cure Period

No penalty shall be imposed without prior written notice and providing a reasonable opportunity to rectify the deficiency.

### 6.4 Cap on Penalties

The total penalty imposed in any month shall not exceed ten percent (2 %) of the total monthly payable amount.

### 6.5 Relief Conditions

#### 6.5.1 Exemption from Penalty

No penalty shall be levied in case of:

- Force Majeure events
- Traffic disruptions or law & order issues
- Delays due to instructions, constraints, or inaction of the Authority

Dispute and Fairness

#### 6.5.2 Dispute Resolution

Any dispute relating to penalties shall be mutually discussed and resolved before deduction.

#### 6.5.3 Fair Assessment

The Authority shall ensure fair, transparent, and objective assessment of performance.

### 6.6 Termination Safeguard

Termination shall be considered only in case of continuous and material default, after providing reasonable notice and sufficient opportunity to cure.

### 6.7 Price Adjustment

#### 6.7.1 Annual Escalation

A yearly price adjustment of two to five percent (2 to 5%) shall be applicable on the base price, commencing after completion of one (1) year from the Effective Date / Commencement of Services, and shall continue on a yearly basis thereafter.

#### 6.7.2 Exceptional Revision



In the event of any exceptional and extraordinary circumstances, including but not limited to significant changes in statutory levies, fuel prices, or market conditions, the revision of rates may be considered by the Executive Officer through a duly constituted Committee, based on justified grounds and supporting evidence submitted by the Concessionaire.

### **6.7.3 Condition of Applicability**

Any such revision shall be subject to approval by the Authority and shall not be automatic, and the decision of the Authority in this regard shall be final and binding.

### **6.8 Provision of Vehicles by Authority**

Notwithstanding anything contained elsewhere in this Agreement, in the event that additional vehicles are required in future for effective implementation of Door-to-Door waste management services in compliance with applicable rules, including Solid Waste Management Rules, 2016, such vehicles shall be procured and/or arranged at its own cost by Nagar Palika Parishad Rampur.

The Concessionaire shall be responsible for the deployment, operation, maintenance, and proper utilization of such vehicles in accordance with the approved operational plan and the terms of this Agreement.

## **SCHEDULE "7"**

### **DISASTER MANAGEMENT FRAMEWORK**

#### **7.1 Preparation of Disaster Management Plan**

(a) The Concessionaire shall prepare a comprehensive Disaster Management Plan (DMP) for Collection and Transportation of Municipal Solid Waste within the Project Area, in accordance with the guidelines issued by:

- (i) the National Disaster Management Authority / State Disaster Management Authority;
- (ii) Technical Note on Solid Waste Management during Emergencies issued by the World Health Organization South-East Asia Regional Office;
- (iii) any other relevant documents, circulars, or guidelines approved or prescribed by the Authority.

(b) The Disaster Management Plan shall be submitted for review and approval of the Authority and shall be periodically updated as required.

#### **7.2 Coverage of Disaster Scenarios**

The Disaster Management Plan shall cover, inter alia, the following categories of disasters, as applicable:

- (a) **Hydro-Meteorological Disasters** – including cyclones, floods, heavy rainfall, and droughts;
- (b) **Geological Disasters** – including earthquakes and land disturbances;
- (c) **Chemical, Industrial, and Radiological Incidents;**

(d) **Accidental Events** – including urban fires, vehicular accidents, explosions, poisoning, and incidents at Domestic Hazardous Waste Depositing Centres;

(e) **Biological Events** – including outbreaks of diseases, pest infestations, and exposure to biological vectors arising from organic waste.

### **7.3 Critical Operations during Disasters**

The Concessionaire shall ensure continuity of essential services during disaster situations, including but not limited to:

- (a) expedited collection and disposal of waste from primary and secondary sources;
- (b) handling and disposal of accumulated waste, including horticultural waste and desilted material;
- (c) redeployment of manpower, vehicles, and equipment as per emergency requirements;
- (d) rerouting of collection and transportation routes to ensure uninterrupted service delivery;
- (e) prioritization of sensitive and high-risk zones as identified by the Authority.

### **7.4 Resource Planning and Authority Support**

- (a) The Concessionaire shall clearly specify in the Disaster Management Plan the requirement of additional manpower, vehicles, equipment, and infrastructure necessary to handle emergency situations;
- (b) The Concessionaire shall also identify and specify the support required from the Authority in terms of logistics, coordination, permissions, and emergency management assistance.

### **7.5 Alignment with Government Plans**

The Disaster Management Plan prepared by the Concessionaire shall be aligned and in conformity with the applicable Disaster Management Plans issued by the Government, including relevant State or City-level Disaster Management Plans, as may be applicable from time to time.

### **7.6 Payment Mechanism during Disaster**

The payment mechanism applicable during disaster situations shall be based on Disaster Management Key Performance Indicators (KPIs), which shall be finalized by the Authority in consultation with the Independent Engineer (IE), based on the approved Disaster Management Plan.

## SCHEDULE "8"

### **MICRO IMPLEMENTATION AND OPERATION PLAN**

#### **8.1 Seasonal Action Plan (SAP)**

- (a) This Schedule provides an indicative framework for preparation of detailed operational plans. The Concessionaire shall prepare a Draft Seasonal Action Plan (SAP) for effective execution of Collection and Transportation services.
- (b) The Seasonal Action Plan shall be prepared for the following three periods:
- Summer Period
  - Monsoon Period
  - Winter Period
- (c) The Draft SAP shall be submitted by the Concessionaire at least fifteen (15) working days prior to the commencement of the monsoon season.
- (d) Nagar Palika Parishad Rampur shall review the Draft SAP and may suggest modifications, in consultation with the Authority, within seven (7) working days of submission.
- (e) The Concessionaire shall incorporate such suggestions and submit the Final SAP within seven (7) working days thereafter.

#### **8.2 Operational Plan (OP)**

The Concessionaire shall prepare a comprehensive Operational Plan (OP) covering all activities required for effective implementation of the Project, including but not limited to the following:

##### **8.2.1 Consents, Clearances and Approvals**

The Concessionaire shall identify and prepare a detailed list of all statutory consents, approvals, and clearances required for the Project.

The Concessionaire shall specify:

- the concerned authority or regulatory body;
- the timeline for obtaining each approval;
- compliance requirements for each consent/clearance.

##### **8.2.2 Labour Absorption**

The Concessionaire may, to the extent feasible and at its discretion, absorb the manpower engaged by the existing concessionaire for the purpose of continuity and smooth transition of operations, subject to compliance with applicable laws and contractual terms.

##### **8.2.3 Route Plan / Beat-wise Plan for Primary Collection**

The Concessionaire shall prepare a detailed micro-level route plan / beat-wise plan for all wards within the Project Area.

The plan shall include:

- ward-wise and route-wise coverage
- designated collection points and locations
- fixed timing for each route/beat
- deployment of manpower and supervisory staff
- allocation of vehicles and infrastructure
- identification of secondary collection / storage points

The Concessionaire shall also account for extraordinary situations such as festivals, emergencies, or seasonal variations and shall incorporate necessary flexibility and contingency measures within the plan.

### **8.3 Flexibility and Updation**

The Concessionaire shall review and update the Operational Plan and Seasonal Action Plan periodically or as required by the Authority to ensure efficient service delivery and compliance with evolving operational conditions.

### **8.4 Asset Deployment Schedule**

The Concessionaire shall prepare and submit a detailed Asset Deployment Schedule covering all activities required for execution of the Project.

The Asset Deployment Schedule shall include, inter alia:

- type and number of vehicles and equipment deployed;
- manpower deployment for each activity;
- ward-wise and activity-wise allocation of assets;
- timelines for deployment and operational readiness;

The Concessionaire shall ensure that all assets are deployed in accordance with the approved Operational Plan and are sufficient to meet the Project requirements at all times.

### **8.5 Allocation of Priority Services Team**

(a) The Concessionaire shall deploy a dedicated Priority Services Team to address emergency and extraordinary situations.

(b) Each Priority Services Team shall consist of:

- Four (4) workers;
- One (2) vehicle;

(c) The Concessionaire shall nominate one nodal person for each ward, who shall be responsible for mobilization and deployment of the Priority Services Team.

(d) The Priority Services Team shall be mobilized and made operational within two (2) hours from the time of intimation by the Authority or occurrence of such requirement.

### **8.6 Waste Diversion Plan**

(a) The Concessionaire shall ensure diversion of biodegradable and recyclable waste to decentralized processing units, in accordance with the Project requirements and applicable guidelines.

(b) The Concessionaire shall:

- refer to relevant provisions of the Project Information Memorandum (PIM);
- prepare and maintain an updated list of decentralized processing units;
- define the processing capacity of such units;
- identify the quantity of waste to be diverted to each unit;
- identify and map the sources/routes from which such waste shall be diverted;

(c) The Concessionaire shall also prepare a plan for setting up ward-wise recycling centres and adopt suitable mechanisms to maximize waste diversion at decentralized levels.

### **8.7 Operation and Maintenance Plan for DHW Deposition Centres**

- (a) The Concessionaire shall be responsible for the operation and maintenance of Domestic Hazardous Waste (DHW) Deposition Centres throughout the Concession Period.
- (b) The Concessionaire shall deploy adequate manpower and infrastructure for the effective functioning of DHW Deposition Centres.
- (c) The Plan shall include:
  - number and location of DHW Deposition Centres;
  - areas/wards attached to each centre;
  - estimated quantity of DHW to be handled;
  - operational schedule and management mechanism;
- (d) The Concessionaire shall prepare and submit a schedule for secondary transportation of DHW to the designated hazardous waste treatment/disposal facility.
- (e) The Authority shall take note of such schedule and shall be responsible for arranging or facilitating the secondary transportation of DHW, as per the approved plan.

### **8.8 Collection of User Charges and IEC Integration**

- (a) The Concessionaire shall be responsible for the collection of user charges from households, commercial establishments, and other notified waste generators for providing door-to-door collection services, in accordance with the rates and guidelines prescribed by the Authority.
- (b) The Concessionaire shall prepare and implement an IEC Plan to create awareness regarding solid waste management practices and user charge compliance.
- (c) The IEC Plan shall specify:
  - frequency of IEC programmes;
  - type and mode of activities;
  - date and location of campaigns;
  - population coverage and target groups;
- (d) The Concessionaire shall maintain detailed records of IEC activities, including photographic evidence, attendance records, and outcome reports.

### **8.9 Management Information System (MIS)**

- (a) The Concessionaire shall establish and maintain a real-time monitoring and Management Information System (MIS) for tracking daily Project activities.
- (b) The Concessionaire shall develop standardized MIS formats for reporting performance to the Independent Engineer (IE) and the Authority on a daily, weekly, and monthly basis.
- (c) The Concessionaire shall maintain an updated inventory of all movable assets, bins, and equipment, including unique identification such as RFID numbers, where applicable.
- (d) The Concessionaire shall specify and arrange adequate space and infrastructure for setting up a centralized Control Room for monitoring and reporting purposes.

### **8.10 Complaint Redressal System**

- (a) The Concessionaire shall establish an effective Complaint Redressal System for handling complaints related to solid waste management services.



(b) The Concessionaire shall maintain a daily log of:

- complaints received;
- action taken;
- complaints resolved/closed;

(c) The Concessionaire shall ensure timely resolution of complaints and shall display contact details, including telephone numbers of responsible officials, at prominent public locations.

### **8.11 Financial Model**

The Concessionaire shall submit a detailed Financial Model for the Project in soft copy (Excel format), clearly indicating assumptions, cost components, revenue projections, and financial viability parameters, as required by the Authority.

### **8.12 Garbage Free Vulnerable Points (GFVPs)**

(a) The Authority shall identify Garbage Vulnerable Points (GVPs) within the Project Area.

(b) The Concessionaire shall ensure that such locations are cleared and maintained on a daily basis as Garbage Free Vulnerable Points (GFVPs).

(c) The Concessionaire shall prepare and implement a maintenance schedule for such locations, including deployment of manpower, vehicles, and monitoring mechanisms.

### **8.13 Disaster Management Plan**

The Concessionaire shall prepare and implement a Disaster Management Plan in accordance with the provisions specified under the relevant Schedule of this Agreement.

### **8.14 IEC Plan (Detailed Implementation)**

The Concessionaire shall prepare and implement a detailed IEC Plan for awareness generation regarding solid waste management, including:

- frequency and type of IEC activities;
- locations and target audience;
- measurable outcomes and reporting;

The Concessionaire shall maintain proper documentation of all IEC activities, including photographic records and participation details.

### **Indicative Norms to be considered**

S.no	Activity	Indicative Norms
1.	E-rickshaw	Once e- rickshaw for collection from 300 HH per Shift (as per Authority recommendation)with one driver and one labour.
2.	Auto Tippers of 3.5 cumCapacity	Once auto tipper for collection from 1000 HH per Shift (as per Authority recommendation)with one driver and two labours.

5.	Secondary Transportation	Secondary Transportation of Municipal Solid Waste shall be carried out through tractor trolleys, dumpers, and other suitable vehicles from Door-to-Door collection points and existing PCTS to the designated processing facility, disposal site, or collection centres.
7.	Back up	Minimum 10% backup on the vehicle infrastructure for C&T operations

Performance Security for Operation & Maintenance Requirements The Executive Officer  
RAMPUR PALIKA PARISHAD RAMPUR.

WHEREAS

1. The Agreement requires the Concessionaire to furnish a Performance Security to AUTHORITY in a sum of Rs..... (Rupees ..... only) (The “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the Agreement, towards Construction and Operation & Maintenance of the Project (as defined in the Agreement).

2. (The “Concessionaire”) and the RAMPUR NAGAR PALIKA PARISHAD (the “Authority”) have entered into a Concession Agreement dated ..... (the “Agreement”) whereby AUTHORITY has agreed to the Concessionaire undertaking the *Door-to-Door Collection, Transfer and Secondary Transportation of Municipal Solid Waste & transportation upto designated processing facility/disposal site/collection centres of Horticulture Waste and Collection & Storage of Domestic Hazardous Waste, in Cluster 1 (Zone 1 & 2) to designated processing facility/disposal site/collection centres*, subject to and in accordance with the provisions of the Agreement.

3. We .....through our Branch at ..... (The “Bank”) have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW THEREFORE, The Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Concessionaire’s obligations during the Operation & Maintenance Period, under and in accordance with the Agreement, and agrees and undertakes to pay to AUTHORITY, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as AUTHORITY shall claim, without AUTHORITY being required to prove or to show

grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from AUTHORITY, under the hand of the Additional AUTHORITY, stating that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that AUTHORITY

shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Operation & Maintenance Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between AUTHORITY and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, AUTHORITY shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for AUTHORITY to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by AUTHORITY against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to AUTHORITY, and the Bank shall not be released from its liability and obligation under these presents by any exercise by AUTHORITY of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of AUTHORITY or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by AUTHORITY in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee will remain in force until compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than

Four blue ink signatures are present at the bottom of the page. From left to right: a small signature, a large and stylized signature, a simple signature, and a signature that appears to be 'R.'.

6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security will be valid for 12 months and shall be renewed before its expiry till the end of concession period.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of AUTHORITY in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of AUTHORITY that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of one year and six months from the date hereof or until it is released earlier by AUTHORITY pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of....., 20..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK by:

(Signature)

(Name) (Designation) (Address)

NOTES:

The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Date: \_\_\_\_\_

## LETTER OF AUTHORISATION

### To Whomsoever it may Concern

This is to confirm that to pursuant to the Concession Agreement dated \_\_\_\_\_ entered into between the AUTHORITY and \_\_\_\_\_ (“the Concessionaire”), the Concessionaire has been authorised to **“Door-to-Door Collection, and Secondary Transportation of Municipal Solid Waste & transportation upto designated processing facility/disposal site/collection centers.”** for the city of RAMPUR and for that purpose, to apply for and obtain all approvals, licenses and permits required therein and to avail the utilities such as power, water, telecommunication and any other incidental utilities or services required in connection therewith.

Yours faithfully,  
EXECUTIVE OFFICER  
NAGAR PALIKA PARISHAD, RAMPUR

### Appendix – C

S. No.	Particulars	Details to be Furnished by Bidder
1.	Name of the Bidder/Firm/Company	
2.	Registered Office Address	
3.	Correspondence Address	
4.	Name of Authorized Signatory	
5.	Designation of Authorized Signatory	
6.	Mobile Number	
7.	Email ID	
8.	Type of Organization (Proprietorship/Partnership/Pvt. Ltd./Ltd./LLP etc.)	
9.	Date of Incorporation/Registration	
10.	Registration Number	
11.	PAN Number	
12.	GST Registration Number	
13.	MSME/Udyam Registration No. (if applicable)	
14.	EPF Registration Number	
15.	ESIC Registration Number	
16.	Experience in Solid Waste Management/Related Services	
17.	Whether Blacklisted by any Government/Semi-Government Authority	
18.	If Yes, provide details	Yes / No

### Declaration

We hereby certify that the information furnished above is true and correct to the best of our knowledge and belief. In case any information is found false or incorrect, the Authority shall have the right to reject our Bid and take appropriate action as deemed fit. [REDACTED]