



**Request for Proposal (RFP)
for**

Selection of Agency for Establishment, Operation and Maintenance of 111 TPD Integrated Solid Waste Management (ISWM) Project in Anantnag Cluster (Anantnag, Mattan, Bijbehra), Union Territory of Jammu & Kashmir, on Design, Build, Finance, Operate and Transfer (DBFOT) basis under Public-Private Partnership (PPP) mode.

Issued by:

MISSION DIRECTOR

SWACHH BHARAT MISSION (URBAN) 2.0

UNION TERRITORY OF JAMMU & KASHMIR

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Disclaimer

The information contained in this Request for Proposal (“RFP”), or subsequently provided to Bidders by or on behalf of the Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir (the “Authority”), whether verbally or in writing, is provided solely to facilitate the preparation of Proposals and is subject to the terms and conditions set out herein.

This RFP does not constitute an agreement, offer, or commitment by the Authority. The information contained herein is indicative, non-exhaustive, and may be based on assumptions and assessments, including matters subject to interpretation of applicable laws. The Authority does not accept any responsibility for the accuracy, completeness, adequacy, or reliability of the information or any interpretation of law contained in this RFP.

The Authority, its officers, employees, consultants, experts and advisers, make no representation or warranty and shall not be liable for any loss, damage, cost, or expense arising out of or in connection with reliance on this RFP or participation in the Selection Process, whether due to negligence or otherwise.

The Authority reserves the right, at its sole discretion, to amend, modify, supplement, or withdraw this RFP and is not bound to select any Bidder or award the Concession. The Authority further reserves the right to reject any or all Proposals without assigning any reason.

All costs incurred by the Bidders in connection with the preparation and submission of their Proposals shall be borne entirely by the Bidder, and The Authority shall have no liability whatsoever in this regard, irrespective of the outcome of the Selection Process.

1 Detailed Notice Inviting Tenders (DNIT)

(E-Tender)

1.1 Notice Inviting Tender

On behalf of the Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir, Online bids are hereby invited on prescribed forms from Eligible bidders for **“Selection of Agency for Establishment, Operation and Maintenance of 111 TPD Integrated Solid Waste Management (ISWM) Project in Anantnag Cluster (Anantnag, Mattan, Bijbehra), Union Territory of Jammu & Kashmir, on Design, Build, Finance, Operate and Transfer (DBFOT) basis under Public-Private Partnership (PPP) mode.”** under Swachh Bharat Mission (Urban), Jammu & Kashmir.

1.2 Mode of Bid Submission (e-Procurement)

The tendering process shall be conducted strictly in online mode only through the Jammu & Kashmir e-Procurement Portal <https://jktenders.gov.in/nicgcp/app>, and no offline, manual, or any other mode of bid submission shall be accepted; bids submitted through any other mode shall be liable to rejection.

1.3 Tender Summary & Important Dates

Sr. No	Information	Details
1	Name of work	Selection of Agency for Establishment, Operation and Maintenance of 111 TPD Integrated Solid Waste Management (ISWM) Project in Anantnag Cluster (Anantnag, Mattan, Bijbehra), Union Territory of Jammu & Kashmir, on Design, Build, Finance, Operate and Transfer (DBFOT) basis under Public-Private Partnership (PPP) mode.
2	RFP Reference No Issued On	RFP Reference No: HUD/SBM/MSW ISWM Project/2026-27/12 Issued on: 04-06-2026
3	Concession Duration	20 years
4	Proposal currency	In Indian Rupee (INR) Only
5	Estimated cost of Project (₹)	Total 383.47 Crores for Concession Period of 20 Years
6	Tender/RFP Document Fee (₹)	25000/- (Rs. Twenty-five thousand only)
7	Earnest Money Deposit (EMD) (₹)	₹ 92.50 Lakhs (Rupees Ninety-Two Lakh Fifty Thousand Only)
8	Performance Security (PBG) (₹) in the shape of CDR/FDR/BG	Five percent (5%) of the CAPEX during construction period (Pre-COD) pledged to MD, SBM and 5% of the annual OPEX during O&M phase (Post- COD) pledged to MD, SBM for the 1 st year of OPEX. Details of BG after 1 st year of OPEX shall be issued subsequently.

9	Pre-Bid Meeting (Date, Time & Venue)	Date: 12-06-2026 Time: 1300 Hours Venue: In the Conference Hall of JMC via offline/offline mode Google Meet joining info Video call link: https://meet.google.com/bot-wfxz-rar
10	Submission of Pre-Bid Queries (by email)	Pre-bid queries may be submitted through email at mdsbm458@gmail.com on or before Date: 12-06-2026 upto 1200 Hours.
11	Last date and time for submission of bid	Date: 25-06-2026 Time: 1600 Hrs.
12	Opening of Technical Bid (Date, Time & Venue)	Date: 27-06-2026 Time: 1400 Hrs. Venue: In the office of Mission Director, SBM
13	Opening of Financial Bid (Date, Time & Venue)	The date and time of opening of the Financial Bid shall be intimated separately to the technically qualified bidder
14	Proposal validity	Proposals shall remain valid for a period of one hundred eighty (180) days from the last date of bid submission.
15	Contact for Clarifications	MD, SBM (U) 2.0, Union Territory of Jammu & Kashmir Email id: mdsbm458@gmail.com Ph. No: 0191-2542192

1.4 Eligibility

The eligibility of the Bidder shall be governed by the criteria specified under **Clause 3.4 (Eligibility and Pre-Qualification Criteria)** of this RFP/Tender Document. Only Bidders meeting the requirements set forth therein shall be considered eligible for participation in the technical & financial evaluation process.”

1.5 Tender Document Availability

The Tender Document, including the DNIT and RFP, shall be available for download from the Jammu & Kashmir e-Procurement Portal <https://jktenders.gov.in/nicgep/app>. Bidders are advised to regularly visit the portal for any updates, corrigenda, or amendments related to the tender.

1.6 Tender Document Fee

The Tender Document Fee of ₹25,000/- (Rupees Twenty-Five Thousand only) shall be paid online/offline within the prescribed time through the Jammu & Kashmir e-Procurement Portal, in favor of '**Mission Director, SBM**', in accordance with the bank details specified under **Clause 2.9 (Tender Document Fee)** of this RFP Document.

Proof of payment of the Tender Document Fee shall be uploaded as part of the bid. Bids not accompanied by the prescribed Tender Document Fee and Earnest Money Deposit (EMD) shall be treated as non-responsive and summarily rejected.

1.7 Right to Accept, Reject, Modify or Cancel the Tender

The Mission Director, Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir, reserves the right to accept or reject any or all bids, in whole or in part, and to amend, modify, or cancel the tender process at any stage, without assigning any reason thereof and without incurring any liability to the bidders.

1.8 Governing Law and Jurisdiction

The tender process shall be governed by the laws of India, and the courts at **Jammu, Union Territory of Jammu & Kashmir**, shall have exclusive jurisdiction in respect of all matters arising out of or relating to this tender.

1.9 Disclaimer

This Detailed Notice Inviting Tender (DNIT) is only an invitation to offer and does not constitute an offer or Concession. Participation in the Tender process does not automatically confer any right upon the bidder for award of the Concession.

**Issued by:
Mission Director
Swachh Bharat Mission (Urban) 2.0
Union Territory of Jammu & Kashmir**

2 Instructions to Bidders (ITB)

2.1 Introduction & Invitation to Bid

The Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Jammu & Kashmir, hereinafter referred to as the “Authority”, invites proposals from eligible bidders for **“Selection of Agency for Establishment, Operation and Maintenance of 111 TPD Integrated Solid Waste Management (ISWM) Project in Anantnag Cluster (Anantnag, Mattan, Bijbehra), Union Territory of Jammu & Kashmir, on Design, Build, Finance, Operate and Transfer (DBFOT) basis under Public-Private Partnership (PPP) mode”**, in accordance with the conditions and procedures set out in this Request for Proposal (RFP).

2.2 Definitions and Interpretation

For the purposes of this RFP, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

- a) **“Authority”** means the **Mission Director, Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir.**
- b) **“RFP”** means this Request for Proposal including all annexures, schedules, corrigenda and amendments issued by the Authority.
- c) **“Bid” / “Proposal”** means the complete set of documents submitted by a Bidder in response to this RFP.
- d) **“Bidder”** means any legal entity including all member of a Consortium or Joint Venture, submitting a Bid pursuant to this RFP.
- e) **“Technical Bid”** means the part of the Bid containing technical, eligibility and qualification details, excluding any financial information.
- f) **“Financial Bid”** means the part of the Bid containing the price quotation in the prescribed BOQ format.
- g) **“Selected Bidder”** means the Bidder selected by the Authority for award of the Concession.

Words importing the singular shall include the plural and vice-versa. Headings are for convenience only and shall not affect the interpretation of this RFP.

2.3 Scope of the Bid

The Bidder shall submit its Bid for the entire scope of work as specified in this RFP. Any partial, conditional, or component-wise bids shall be treated as non-responsive and rejected. The selected Bidder (Concessionaire) shall undertake the design, development, financing, construction, operation, and maintenance of the Integrated Solid Waste Management (ISWM) Project on a DBFOT basis under the PPP framework.

The scope shall include, inter alia, collection, transportation, segregation, processing, recycling, and scientific disposal of municipal solid waste, along with allied activities such as drain cleaning, road sweeping, cleaning of water bodies, and C&D waste management. The Concessionaire shall deploy adequate resources, establish and operate processing facilities, adopt appropriate technologies for resource recovery, and ensure compliance with applicable laws, including Solid Waste Management Rules. The Concessionaire shall also be responsible for monitoring systems, grievance redressal, statutory compliance, and uninterrupted project operations, and shall bear all associated costs as per the Concession Agreement.

2.4 Legal Status of Bidder

The Bidder shall be a legally registered entity, including a Company incorporated under the Companies Act, 2013, a Limited Liability Partnership (LLP) registered under the LLP Act, 2008, a registered Partnership Firm under the Indian Partnership Act, 1932, or a Proprietorship Firm, and shall possess demonstrable experience in Solid Waste Management (SWM) services. The Bidder must be legally competent to enter into a binding Concession with the Authority in accordance with applicable laws.

The Bid shall be complete in all respects and shall be accompanied by all information and documents required under this RFP. Failure to furnish the required information or submission of a Bid that is not substantially responsive to the terms and conditions of this RFP may result in rejection of the Bid at the Bidder's own risk.

2.5 Joint Ventures (JV)/ Consortiums

Bidders may participate in this Request for Proposal (RFP) either as a single entity or as a Joint Venture/Consortium (JV) comprising a **maximum of three (3) or more members**, including the Lead Member

2.5.1 Lead Member

- a) The JV shall designate one member as the Lead Member, who shall:
 - Be primarily responsible for submission of the Proposal, all communications with the Authority, and execution of the Project;
 - Hold **not less than 51% (fifty-one percent)** of the paid-up equity share capital in the SPV at all times during the Concession Period; and
 - Be responsible for overall implementation of the Project on a **Design-Build-Finance-Operate-Transfer (DBFOT)** basis, including compliance with performance standards.
- b) The Lead Member shall not withdraw or dilute its equity below the prescribed limit during the Concession Period, except with prior written approval of the Authority.

2.5.2 Non-Lead Member(s)

The Non-Lead Member's individual paid-up equity share capital in the Special Purpose Vehicle (SPV) shall not be less than ten percent (10%) at all times during the Concession Period. Any dilution, transfer, encumbrance, or reduction in such shareholding above the prescribed threshold shall require prior written approval of the Authority.

2.5.3 Role and Responsibilities of JV Members

- a) All members of the JV shall be jointly and severally liable for the performance of the Concessionaire's obligations under the RFP and Concession Agreement.
- b) The JV members shall clearly define their respective roles and responsibilities in the JV Agreement, including but not limited to:
 - Execution of door-to-door collection, transportation, and handling of MSW, C&D waste, and other waste streams;
 - Design, construction, and operation of processing facilities (MRF, composting, bi-methanation, RDF, etc.);
 - Deployment and maintenance of vehicles, equipment, ICT systems, and infrastructure;

- Financial contribution, funding arrangements, and resource mobilization; and
 - Compliance with environmental laws, Solid Waste Management Rules, NGT guidelines, and other statutory requirements.
- c) The JV shall collectively meet the qualification criteria (technical and financial) as specified in the RFP.

2.5.4 Joint Venture Agreement

- a) The JV shall submit a legally binding Joint Venture Agreement as per the Annexure 7.14 (Format for Consortium / Joint Venture Agreement) along with the Proposal, which shall include:
- Percentage shareholding of each member
 - Roles and responsibilities of each member
 - Commitment to form a Special Purpose Vehicle (SPV) upon award of the Project
 - Confirmation of joint and several liability
- b) The JV Agreement shall remain valid and enforceable throughout the Concession Period, until completion of all obligations, including transfer of Project Assets.

2.5.5 Formation of Special Purpose Vehicle (SPV)

- a) The Selected Bidders (JV) shall, within **20 (twenty) days** of issuance of the Letter of Award (LoA), incorporate an SPV under the Companies Act, 2013.
- b) The SPV shall:
- Enter into the Concession Agreement with the Authority
 - Be responsible for execution of the Project on DBFOT basis under the PPP mode.
 - Maintain the shareholding pattern as per the JV Agreement
- c) No change in shareholding pattern shall be permitted without prior approval of the Authority.

2.5.6 Restriction on JV Participation

- a) A member of a JV shall not:
- Participate as a single bidder in this RFP; or
 - Be a member of more than one JV bidding for the same Project.
- b) Violation of this condition shall lead to disqualification of all such bids.

2.5.7 Change in JV Composition

No change in the composition of the JV shall be permitted:

- During the bidding process; and
 - During the Concession Period,
- except with prior written approval of the Authority and subject to compliance with qualification criteria.

2.5.8 Liability and Compliance

The JV members shall ensure:

- Compliance with all applicable laws including Solid Waste Management Rules, NGT guidelines, and environmental norms
- Fulfilment of all obligations relating to collection, transportation, processing, and disposal of waste as defined in the Scope of Work.

2.5.9 Authorization

A Power of Attorney shall be submitted authorizing the Lead Member to:

- Act on behalf of the JV
- Submit the Proposal
- Negotiate and execute documents

2.5.10 Dissolution of JV

The JV shall not be dissolved or altered until:

- Completion of the Concession Period; and
- Transfer of Project Assets to the Authority in accordance with the Concession Agreement.

2.6 Cost of Bidding

All costs and expenses incurred by the Bidder in the preparation, submission, and presentation of its bid, including any costs related to clarifications, negotiations, presentations, site visits, or demonstrations, shall be borne solely by the Bidder. The Authority shall not be responsible or liable, under any circumstances, for any such costs or expenses, regardless of the outcome of the bidding process, including cancellation or amendment of the bidding process

2.7 Pre-Bid Meeting & Clarifications

A Pre-Bid Meeting shall be conducted to clarify issues and respond to questions on any matter that may be raised by prospective bidders relating to this Tender/RFP. The details of the Pre-Bid Meeting, including date, time, and venue/online link, shall be as specified in **Clause 1.3 (Tender Summary & Important Dates)** of this RFP.

Prospective bidders are requested to submit their queries, if any, in writing through the e-Procurement Portal / official email address as mentioned in the Tender Document, on or before the date and time specified in **Clause 1.3 (Tender Summary & Important Dates)**. Queries received after the stipulated deadline shall not be considered.

The clarifications issued during the Pre-Bid Meeting and/or in response to the written queries shall be communicated to all bidders through the e-Procurement Portal and/or by issuance of Corrigendum/Addendum, as applicable. Such clarifications, amendments, or corrigenda shall form an integral part of the Tender Document.

No verbal clarifications or explanations shall be binding on the Procuring Entity. The Authority reserves the right to modify, amend, or supplement the Tender Document based on the outcome of the Pre-Bid Meeting.

2.8 Amendment of RFP / Corrigendum

Any corrigendum, addendum, or amendment to the RFP shall be issued exclusively through the Jammu & Kashmir e-Procurement Portal. Such corrigendum, addendum, or amendment shall form an integral part of the RFP and shall be binding on all bidders. Bidders are advised to regularly visit the e-Procurement Portal to keep themselves updated on any such modifications.

2.9 e-Tender Instructions

2.9.1 Registration on e-Procurement Portal

All bidders intending to participate in the e-tendering process must be registered on the Jammu & Kashmir e-Procurement Portal. Bidders who are not registered shall complete the registration process prior to bid submission.

2.9.2 Digital Signature Certificate (DSC)

Bids submitted online shall be digitally signed using a valid Digital Signature Certificate (DSC) issued by an authorized Certifying the Authority in accordance with the Information Technology Act, 2000.

2.9.3 Help Desk Support

For technical assistance related to e-tendering, bidders may contact the e-Procurement Portal Help Desk as per the contact details available on the portal. The Authority shall not be responsible for any delay or failure in bid submission due to technical issues at the bidder's end.

2.10 Tender Document Fee

The tender document fee ₹ 25000/- as specified under **Clause 1.3 (Tender Summary & Important Dates)** of the DNIT/RFP, which is non-refundable, shall be paid by participating bidders through Net Banking/Online in favor of '**Mission Director, SBM**'. Proof of payment shall be submitted along with the Technical Proposal; bids not accompanied by the requisite fee shall be treated as non-responsive and liable to rejection.

Bank Details:

Account Name: Mission Director, SBM

Name of Bank: J&K Bank

Account Number: 0110040500000063

IFSC Code: JAKA0MOVING

Branch: Civil Secretariat, Jammu

2.11 Earnest Money Deposit (Bid Security)

The Bidder shall submit an Earnest Money Deposit (EMD)/Bid Security ₹92,50,000/- (Rupees Ninety-Two Lakh Fifty Thousand Only) as specified under **Clause 1.3 (Tender Summary & Important Dates)** of the DNIT/RFP as a guarantee for the due and faithful submission of the Bid. The EMD shall be furnished prior to the Bid Submission Deadline in any one of the prescribed forms, issued by a Scheduled Commercial Bank, **in favor of and pledged to 'Mission Director, SBM'**.

- Bank Guarantee (BG)
- Fixed Deposit Receipt (FDR) / Call Deposit Receipt (CDR)
- Online payment through Net Banking

Bank Details:

Account Name: Mission Director, SBM

Name of Bank: J&K Bank

Account Number: 0110040500000063

IFSC Code: JAKA0MOVING

Branch: Civil Secretariat, Jammu

Payable at Jammu

The EMD shall remain valid for a period of **forty-five (45) days beyond the bid validity period**, unless extended as per the instructions of the Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir. Bids not accompanied by the requisite EMD or valid proof of payment, as applicable, shall be treated as non-responsive and rejected outright.

The EMD of unsuccessful bidders shall be returned **without any interest**, after finalization of the tender. The EMD of the successful bidder shall be returned upon submission of the Performance Security as stipulated in the Concession Agreement.

The **EMD may be forfeited** in the event that the bidder:

- Withdraws or modifies its bid during the bid validity period; or
- Fails to sign the Concession Agreement within the stipulated time; or
- Fails to submit the required Performance Security as prescribed.

2.12 Bid Preparation

2.12.1 Language of the Bid

The bid, including all correspondence and documents related thereto, shall be prepared and submitted in the English language only. Any supporting documents submitted in a language other than English shall be accompanied by a certified English translation, failing which such documents may not be considered for evaluation.

2.12.2 Documents Comprising the Bid

The bid shall comprise the following documents, duly completed and signed by the authorized signatory of the bidder:

- Technical Proposal, along with all supporting documents as specified in the RFP
- Financial Proposal, prepared in accordance with the prescribed format
- Proof of payment of RFP Document Fee and EMD (Bid Security), or valid exemption certificate, as applicable
- Any other document required as per the provisions of the RFP

2.12.3 Format of the Bid

The bid shall be prepared strictly in accordance with the formats and templates prescribed in the RFP and uploaded on the e-Procurement Portal. No alteration or modification of the prescribed formats shall be permitted. Bids not submitted in the prescribed format may be liable to rejection.

2.13 Authentication of Bid

The bid shall be signed and submitted by an authorized representative of the Bidder. The person signing the bid shall be duly authorized by the Bidder through a valid Power of Attorney, which shall be submitted along with the bid.

All pages of the bid, including its annexures, schedules, and supporting documents, shall be signed and stamped by the authorized signatory. The bid shall be accompanied by a Power of Attorney in the format prescribed at **Annexure 7.14 (Power of Attorney for Authorized Signatory)**.

Failure to submit a valid Power of Attorney or failure to duly sign and authenticate the bid documents may render the bid non-responsive and liable to rejection.

2.14 Acknowledgement of Understanding of Terms

By submitting a bid, each Bidder shall be deemed to have carefully read, examined, and understood all provisions of this RFP, including all instructions, forms, schedules, annexures,

corrigenda, and addenda (if any). The Bidder shall further be deemed to have fully informed of all relevant conditions, circumstances, and limitations that may affect the preparation, submission, and evaluation of the bid.

2.15 Bid Submission

2.15.1 Two-cover system

The bids shall be submitted under a **Two-Cover System**, comprising the following:

Cover-I: Technical Proposal: The Technical Proposal shall include all documents and information as specified in the RFP, including eligibility, technical details, and supporting documents, along with proof of payment of the RFP Document Fee and Earnest Money Deposit (EMD), or valid exemption certificate, as applicable.

Cover-II: Financial Proposal: The Financial Proposal shall be submitted strictly in the prescribed format and shall contain the price bid only. No financial information shall be included in the Technical Proposal. Any bid containing financial details in the Technical Proposal shall be liable to rejection.

2.15.2 Online submission

Bidders shall submit their bids online only **through the Jammu & Kashmir e-Procurement Portal**, in accordance with the procedures and timelines specified in the RFP. Submission of bids through any other mode shall not be accepted. Bidders shall ensure that all required documents are duly uploaded on the Portal prior to the deadline for bid submission. The Authority shall not be responsible for any delay or failure in bid submission due to technical issues.

2.16 Bid Validity

The bids submitted in response to this RFP shall remain **valid for a period of one hundred eighty (180) days** from the **last date of bid submission**. During the bid validity period, the bidder shall not withdraw or modify its bid

2.17 Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids only prior to the deadline for submission of bids, in accordance with the procedure prescribed on the e-Procurement Portal.

No bid shall be withdrawn or modified during the period between the last date and time of bid submission and the expiry of the bid validity period. Any attempt to withdraw or modify a bid during this period shall render the bid liable to rejection and may result in forfeiture of the Earnest Money Deposit (EMD), as applicable.

2.18 Opening of Bids

The Technical Bids shall be opened online on the Jammu & Kashmir e-Procurement Portal on the date and time specified in **Clause 1.3 (Tender Summary & Important Dates)** of the RFP, in the presence of such bidders or their authorized representatives who choose to attend.

The Financial Bids of only those bidders who qualify in the Technical Evaluation shall be opened subsequently at a date and time to be notified to the technically qualified bidders through the e-Procurement Portal. The Authority reserves the right to postpone or reschedule the bid opening without assigning any reason.

2.19 Clarification of Bids

To assist in the evaluation of bids, the Authority may, at its discretion, ask any Bidder for clarification of its Bid. Such clarification shall be provided in writing within the time specified by the Authority. No change in the price, substance, or scope of the Bid shall be sought, offered, or permitted during the clarification process.

2.20 Evaluation of Bids

The evaluation of bids, including determination of responsiveness, eligibility, technical scoring, financial evaluation, and final ranking of bidders, shall be carried out strictly in accordance with the provisions set forth in **Clause 3.2 (Evaluation Process)** of this RFP.

2.21 Non-Responsive Bids

A bid shall be considered **non-responsive** and shall be liable to rejection at any stage of evaluation if it fails to comply with the **material procedural and documentary requirements** of the RFP, including but not limited to the following:

Non-submission or invalid submission of the RFP Document Fee and/or Earnest Money Deposit (EMD), as applicable;

- Failure to meet the minimum eligibility or qualification requirements specified in the RFP;
- Non-conformity with the bid submission requirements, including the prescribed Two-Cover System and online submission through the e-Procurement Portal;
- Submission of incomplete, conditional, ambiguous, or materially deviating bids;
- Inclusion of financial information in the Technical Proposal;
- Non-submission of required documents or submission of documents that are materially incomplete or incorrect;
- Failure to sign, stamp, or digitally authenticate the bid as required;
- Non-compliance with the bid validity period or any other mandatory provision of the RFP.

Bids determined to be non-responsive shall **not be considered for further evaluation** and shall be **rejected outright**, without any further correspondence with the Bidder.

2.22 Conflict of Interest

A Bidder shall not have any actual, potential, or perceived conflict of interest that may affect the fairness, transparency, or integrity of the bidding process.

Any Bidder found to have a Conflict of Interest shall be disqualified from the bidding process. In the event that a Selected Bidder is disqualified on account of a Conflict of Interest, the Earnest Money Deposit (EMD) / Bid Security of such Bidder shall be forfeited as a genuine pre-estimated loss and damage likely to be suffered by the Authority and not by way of penalty, without prejudice to any other rights or remedies available to the Authority under this RFP and/or the Concession Agreement.

Without limiting the generality of the foregoing, a Bidder shall be deemed to have a Conflict of Interest if the Bidder:

- a) has a relationship, direct or indirect, with another Bidder that puts it in a position to influence the bid of such other Bidder or influence the decisions of the Authority in the bidding process;
- b) participates in more than one bid, either individually or as a member of a consortium/joint venture, except where expressly permitted under the RFP;
- c) has been engaged by the Authority to provide consulting or advisory services related to the preparation of this RFP, scope of work, or evaluation of bids, and such engagement creates a conflict with its role as a Bidder;
- d) has a close business or family relationship with any official of the Authority who is directly or indirectly involved in the bidding or evaluation process; or
- e) is found to have any other situation that, in the opinion of the Authority, constitutes a conflict of interest.

The Authority reserves the right to verify, investigate, and determine the existence of a Conflict of Interest at any stage of the bidding process and to take appropriate action in accordance with the provisions of this RFP.

2.23 Fraud & Corrupt Practices

The Authority requires that all Bidders observe the highest standards of ethics and integrity during the bidding process and, if awarded, during the execution of the Concession.

For the purposes of this RFP, the following practices shall be deemed to be prohibited:

- a) **Corrupt Practice:** offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the action of any official of the Authority in the bidding process or in the execution of the Concession;
- b) **Fraudulent Practice:** any act or omission, including misrepresentation or suppression of facts, that knowingly or recklessly misleads, or attempts to mislead, the Authority in order to influence the bidding process or the execution of the Concession;
- c) **Collusive Practice:** an arrangement between two or more bidders, designed to establish bid prices at artificial or non-competitive levels or to improperly influence the bidding process;
- d) **Coercive Practice:** harming or threatening to harm, directly or indirectly, any person or property to influence participation in the bidding process or the execution of the Concession; and
- e) **Obstructive Practice:** deliberately destroying, falsifying, altering, or concealing evidence material to an investigation, or making false statements to investigators, or intimidating any person to prevent disclosure of information relevant to such investigation.

If a Bidder is found to have engaged in any of the above practices at any stage of the bidding process, the Bidder shall be disqualified, and its Earnest Money Deposit (EMD) / Bid Security shall be forfeited. In case such practices are discovered after the award of Concession, the Concession may be terminated, without prejudice to any other rights or remedies available to the Authority under the RFP, the Concession Agreement, or applicable law.

The Authority reserves the right to verify, investigate, and take appropriate action, including debarment / blacklisting, against the Bidder in accordance with applicable rules and guidelines.

2.24 Disqualification of Bidders

Notwithstanding that a Bidder meets the eligibility and technical qualification requirements specified in the RFP, the Authority reserves the right to disqualify a Bidder at any stage of the bidding process if the Bidder:

- a) submits the bid after the deadline specified in the Notice Inviting Tender / RFP;
- b) makes any false, misleading, or incorrect representation, or submits forged or fabricated documents, in the bid or during the evaluation process;
- c) submits a bid that is incomplete, conditional, or non-responsive to the material requirements of the RFP;
- d) fails to submit any required document or fails to provide clarifications or information sought by the Authority within the stipulated time;
- e) submits more than one bid, either individually or as a member of a consortium / joint venture, except where expressly permitted under the RFP;
- f) replaces or withdraws any member of a consortium / joint venture without prior written approval of the Authority;
- g) violates any provision of this RFP, including the provisions relating to Conflict of Interest, Fraud & Corrupt Practices, or canvasses or attempts to influence the bidding or evaluation

process;

- h) has been blacklisted, debarred, or declared a defaulter by any Government entity, Public Sector Undertaking, or any government entity in India as on the date of opening of the Technical Proposal; or
- i) is found, at any stage, to have concealed any information which, if disclosed earlier, would have rendered the Bidder ineligible or liable for disqualification.

Where a Bidder is disqualified after submission of the bid, the Earnest Money Deposit (EMD) / Bid Security shall be liable to forfeiture, as applicable. In the case of a successful Bidder, the Authority reserves the right to cancel the award of Concession or terminate the Concession in accordance with the provisions of the Concession Agreement, without prejudice to any other rights or remedies available under law.

2.25 Award of Concession

2.25.1 Letter of Award (LoA)

Upon completion of the evaluation process and approval by the Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir (the "Authority"), a Letter of Award (LoA) shall be issued to the successful bidder in accordance with **Clause 3.6 (Letter of Award)** of this RFP.

2.25.2 Signing of Agreement

The successful bidder shall execute the Concession Agreement in accordance with the timelines, terms, and conditions specified in **Clause 3.7 (Execution of Concession Agreement)** of this RFP.

2.25.3 Performance Security

The successful Bidder shall, within the period specified in the Letter of Award (LoA) and prior to signing of the Concession Agreement, furnish a Performance Security for the due and faithful performance of the Concession.

The Performance Security shall be furnished by the successful Bidder in the form of an **unconditional and irrevocable Bank Guarantee (BG)** issued by a Nationalized Bank or a Scheduled Commercial Bank, in favor of and pledged to 'Mission Director, SBM' for an amount of **five percent (5%) of the CAPEX during construction period (Pre-COD) and 5% of the annual OPEX during O&M phase (Post- COD)** as specified under **Clause 1.3 (Tender Summary & Important Dates)** of the RFP.

The Bank Guarantee pertaining to the first year of OPEX shall be submitted in favor of the 'Mission Director, SBM'. Details regarding the Bank Guarantee(s) for subsequent OPEX years shall be communicated separately by the Authority. **In the event that the account in the name of 'Mission Director, SBM' is no longer operational or applicable, the Authority shall notify the successful Bidder of the revised account name and beneficiary details in whose favor the Performance Bank Guarantee shall be issued and pledged.**

The Bank Guarantee shall be **payable at Jammu**, with the following bank details:

Account Name: Mission Director, SBM

Name of Bank: J&K Bank

Account Number: 0110040500000063

IFSC Code: JAKA0MOVING

Branch: Civil Secretariat, Jammu

Payable at Jammu

The Performance Security shall remain valid for the entire Concession period, including extensions, and for an additional period of **sixty (60) days** thereafter. The Performance Security shall be released after satisfactory completion of the services and fulfillment of all contractual obligations.

The Performance Security shall be liable to forfeiture, in full or in part, in the event of failure of the Concessionaire to perform the Concession in accordance with its terms and conditions. The format of the Performance Security shall be as prescribed in the relevant **Annexure 7.13 (Format of Performance Security (Performance Bank Guarantee))**. No interest shall be payable on the Performance Security.

2.26 Confidentiality

All information, documents, and data provided by the Authority or accessed by the Bidder during the bidding process and execution of the Concession shall be treated as confidential and shall not be disclosed to any third party without prior written consent, except as required by law. Such information shall be used solely for the purposes of bid submission and Concession performance. The confidentiality obligation shall survive the completion or termination of the Concession.

2.27 Governing Law & Jurisdiction

This RFP and the Concession Agreement shall be governed by and construed in accordance with the laws of India. The courts at **Jammu, Union Territory of Jammu & Kashmir**, shall have exclusive jurisdiction over all matters arising out of or in connection with this RFP and the Concession.

2.28 Relationship Between ITB and Section

In the event of any inconsistency or conflict between the provisions of **Section 2 (Instructions to Bidders)** and **Section 3 (Eligibility, Qualification & Evaluation Criteria)**, the provisions of Section 3 shall prevail with respect to evaluation, selection, award of Concession, and related matters.

3 Eligibility, Qualification & Evaluation Criteria

3.1 Selection Method - Quality-cum-Cost Based Selection (QCBS)

The selection of the successful bidder shall be carried out through the **Quality-cum-Cost Based Selection (QCBS) method, with a weightage of 70% assigned to the Technical Proposal and 30% to the Financial Proposal.**

The evaluation shall be based on a combination of technical quality and financial competitiveness. The Technical Proposals shall be opened and evaluated first. Only those bidders who meet the eligibility and pre-qualification requirements specified under **Clause 3.4 (Eligibility & Pre-Qualification Criteria)** shall be considered for technical evaluation. Further, only those bidders securing a **minimum technical score of 70 marks**, as prescribed under **Clause 3.5 (Technical Evaluation & Scoring Criteria)** of this RFP, shall be considered for the opening and evaluation of their Financial Proposals.”

The final ranking of bidders shall be determined by applying the prescribed weightages to the Technical Score (Ts) and Financial Score (Fs), in accordance with **Clause 3.2.5 (Combined Evaluation & Ranking)** of this RFP. The bidder securing the highest combined score shall be declared as the Selected/Successful Bidder, subject to fulfillment of all conditions stipulated in this RFP.”

3.2 Evaluation Process

The evaluation of bids shall be conducted in a transparent, objective, and sequential manner in accordance with the provisions of this RFP and the ITB, and shall comprise the following stages:

3.2.1 Preliminary Examination

Bids shall be examined to verify submission within the stipulated time, payment of Tender Document Fee and Bid Security/EMD (as applicable), completeness of documents, and overall responsiveness. Bids found to be incomplete or non-responsive may be rejected at this stage.

3.2.2 Eligibility and Pre-Qualification Evaluation

Bids that qualify for the preliminary examination shall be evaluated against the **eligibility and pre-qualification criteria** specified in **Clause 3.4 (Eligibility and Pre-Qualification Criteria)** of this RFP. Only those bidders found eligible shall be considered for technical evaluation, including the technical presentation, as prescribed in this RFP.

3.2.3 Technical Evaluation

The Technical Proposals of eligible bidders shall be evaluated in accordance with the **technical evaluation and scoring criteria** specified **Clause 3.5 (Technical Evaluation and Scoring Criteria)** of this RFP. Each bidder shall be awarded a Technical Score (Ts) out of a maximum of 100 marks. Only those bidders who obtain a **minimum technical score of 70 marks** shall be considered technically qualified and shall be eligible for evaluation of their Financial Proposals.

3.2.4 Financial Evaluation

The Financial Proposals of only the technically qualified bidders shall be opened and evaluated. Each proposal shall be assigned a **Financial Score (Fs)** in accordance with the methodology prescribed below.

- a) The lowest financial proposal will be given a financial score (Fs) of 100 points.
- b) The financial scores of other proposals will be computed as follows:

$$Fs = 100 \times FM_1/F1$$

(F1 refers to the financial amount quoted by bidders other than the lowest bidder; FM_1 denotes the lowest financial quote.)

3.2.5 Combined Evaluation and Ranking

The final ranking of bidders shall be determined based on the **Combined Score (S)**, obtained by applying the prescribed QCBS weightages to the Technical Score (Ts) and the Financial Score (Fs). The bidder securing the **highest Combined Score shall be ranked first** and considered for award of the contract.

The Combined Score (S) shall be calculated using the following formula:

$$S = (Ts \times Tw) + (Fs \times Fw)$$

Where:

- **Ts** = Technical Score
- **Fs** = Financial Score
- **Tw** = Weight assigned to the Technical Proposal **(0.70)**
- **Fw** = Weight assigned to the Financial Proposal **(0.30)**

The bidder ranked second in the final evaluation shall be called Second-Ranked Bidder. The Second-Ranked Bidder may be invited for negotiations and/or considered for award of the contract in the event the bidder ranked first withdraws, fails to accept the Letter of Award, or does not comply with the requirements and conditions specified in this RFP.

3.2.6 JV/Consortium Evaluation Criteria

1. Eligibility Criteria for JV/Consortium Members

The Joint Venture (JV)/Consortium shall collectively demonstrate experience in all of the following activities:

- i. Establishment, development, construction of waste processing, treatment, recycling, composting, bio-methanation, RDF, waste-to-energy, sanitary landfill, transfer station, MRF, or similar waste management facilities.
- ii. Operation, and maintenance of waste processing, treatment, recycling, composting, bio-methanation, RDF, waste-to-energy, sanitary landfill, transfer station, MRF, or similar waste management facilities.
- iii. Collection, transportation, segregation, processing, treatment, recycling, recovery, and scientific disposal of Municipal Solid Waste (MSW).
- iv. Municipal sanitation services, including road sweeping, drain cleaning, desilting, mechanized cleaning, and related urban cleaning activities.
- v. Collection, transportation, processing, recycling, and disposal of Construction and Demolition (C&D) waste.
- vi. Development, deployment, operation, or maintenance of ICT-based monitoring systems, GPS tracking systems, RFID/QR/POI-based solutions, mobile applications, command-and-control systems.
- vii. Execution, operation, and maintenance of infrastructure projects under PPP, DBFOT, BOT, BOOT, EPC, O&M, or similar models.

However, at least each member of the Joint Venture (JV)/Consortium shall have experience in one or more of the following activities:

- i. Establishment, development, construction of waste processing, treatment, recycling, composting, bio-methanation, RDF, waste-to-energy, sanitary landfill, transfer station, MRF, or similar waste management facilities.
- ii. Operation, and maintenance of waste processing, treatment, recycling, composting, bio-methanation, RDF, waste-to-energy, sanitary landfill, transfer station, MRF, or similar waste management facilities.

- iii. Collection, transportation, segregation, processing, treatment, recycling, recovery, and scientific disposal of Municipal Solid Waste (MSW).
- iv. Municipal sanitation services, including road sweeping, drain cleaning, desilting, mechanized cleaning, and related urban cleaning activities.
- v. Collection, transportation, processing, recycling, and disposal of Construction and Demolition (C&D) waste.
- vi. Development, deployment, operation, or maintenance of ICT-based monitoring systems, GPS tracking systems, RFID/QR/POI-based solutions, mobile applications, command-and-control systems.
- vii. Execution, operation, and maintenance of infrastructure projects under PPP, DBFOT, BOT, BOOT, EPC, O&M, or similar models.

2. JV Technical Evaluation Criteria

- a) The Lead Member and each Non-Lead Member of the Joint Venture (JV)/Consortium shall individually satisfy at least fifty percent (50%) of the prescribed Technical Qualification requirement corresponding to their respective activity/component of the Project for similar works. The overall Technical Qualification requirement for the Project may be fulfilled collectively by the JV/Consortium members.

3. JV Financial Evaluation Criteria

- a) The Lead Member must meet at least 50% of:
 - Average Annual Turnover
 - Net Worth requirement
 - liquid assets, unencumbered cash balances, or sanctioned and unutilized lines of credit.
- b) Non Lead members may collectively meet the balance.
- c) Each member shall have positive net worth.
- d) No member of the Joint Venture (JV)/Consortium shall have incurred losses, as reflected in its audited financial statements/balance sheets, during the last three (3) financial years.

Note: Any matter relating to the Joint Venture (JV)/Consortium that is not specifically provided for in this RFP shall be governed by the applicable provisions and guidelines contained in the Manual for Procurement of Works and other applicable Government guidelines/rules in force for the Project.

3.2.7 Tie-Breaking Criteria

In the event that two or more bidders obtain the same final combined score under the Quality and Cost Based Selection (QCBS) method, the following tie-breaking criteria shall be applied sequentially:

- a) The bidder with the higher technical score (T score) shall be ranked higher.
- b) If the technical scores are also identical, the bidder with the lower financial score (i.e., lower quoted price) shall be ranked higher.
- c) If both technical and financial scores are identical, preference shall be given to the Bidder securing the higher combined score under the key technical sub-criteria of Similar Experience and Technical Presentation, as evaluated by the Authority.
- d) If the tie persists, the bidder with higher average annual turnover during the last three financial years shall be ranked higher.
- e) In case the tie remains unresolved, the Authority reserves the right to adopt a transparent method such as drawing lots or any other appropriate mechanism, in the presence of the bidders concerned.

3.2.8 Clarifications

During the evaluation process, the Authority may seek clarifications from bidders in writing, strictly limited to confirmation or explanation of information already submitted, without permitting any change in the substance, scope, or price of the bid. The Authority reserves the right to reject any bid at any stage of evaluation if it does not comply with the requirements of this RFP.

3.3 Bid Opening

Complete transparency shall be maintained during the bid opening process. All bids shall be opened **online through the designated e-procurement portal**. The Mission Director, SBM (U) 2.0, Union Territory of Jammu & Kashmir reserves the right to postpone or cancel a scheduled bid opening, for reasons to be recorded in writing, in accordance with applicable rules.

During the bid opening, a preliminary examination of the bid documents shall be conducted to ascertain whether the bids are complete, whether the required Bid Security / EMD declaration has been submitted, whether the documents have been duly signed, and whether the bids are generally in order. Bids that do not conform to these preliminary requirements may be rejected.

The Mission Director, SBM (U) 2.0, Union Territory of Jammu & Kashmir shall have the right to reject any bid after due diligence, in accordance with the provisions of this RFP and applicable procurement rules.

3.4 Eligibility and Qualification Criteria

Sr. No.	Eligibility Criteria	Documents to be Submitted
1	The Bidder shall be an Indian legal entity duly incorporated/registered as a company under the Companies Act, 2013, a Limited Liability Partnership (LLP) registered under the LLP Act, 2008, a registered Partnership Firm under the Indian Partnership Act, 1932, Proprietorship Firm or Joint Venture (JV)/Consortium and shall possess demonstrable experience in Solid Waste Management (SWM) services. and shall have been in existence for not less than seven (7) years as on 31 st March 2025.	Certificate of Incorporation / Registration Certificate issued by competent authority.
2	Experience in similar Integrated Solid Waste Management (ISWM) projects under DBFOT, BOT, BOOT, EPC, O&M or similar models including door-to-door waste collection, transportation, processing, and disposal of municipal solid waste/ Construction and Demolition (C&D) waste, municipal sanitation services (road sweeping, drain cleaning, desilting, mechanized cleaning etc.) under a single Concession, comprising end to end management of such ISWM project including the establishment of processing facilities and the operation and maintenance (O&M) of such facilities for at least five (5) years during the last ten (10) years. The experience may include completed projects and ongoing projects (i.e.,	Work Orders and Completion/ or Ongoing Performance Certificates

	<p>projects that have completed a minimum of five (5) years of the Operation & Maintenance period) both.</p> <p>Meeting any one of the following criteria:</p> <p>At least one (1) similar completed or ongoing work not less than eighty percent (80%) of the project value specified in the RFP, or</p> <p>Two (2) similar completed or ongoing work each of not less than fifty percent (50%) project value specified in the RFP, or</p> <p>Three (3) similar completed or ongoing work each of not less than forty percent (40%) of the project value specified in the RFP.</p>	
3	The Bidder shall have a minimum average annual turnover of ₹35.00 Crore (Rupees Thirty-Five Crore only) during the last three (3) financial years, i.e., FY 2022-23, 2023-24 and 2024-25.	Audited Balance Sheet & Profit & Loss Account, in cases where statutory audit is not mandatory as per applicable law, Chartered Accountant–certified Average Annual Turnover Certificate for the last three (3) financial years.
4	The Bidder shall not have incurred losses, as reflected in its audited financial statements/ balance sheets, during the last three (3) financial years i.e., FY 2022-23, 2023-24 and 2024-25.	Audited Balance Sheets & Profit & Loss Statements for the last three (3) financial years;
5	The Bidder shall have filed Income Tax Returns (ITRs) for the last three (3) financial years, i.e. FY 2022-23, 2023-24 and 2024-25.	Self-attested copies of the ITR acknowledgements
6	The Bidder shall have a Net Worth as per the audited financial statements for the FY 2024–25. The Net Worth of the Bidder shall not be less than 10% (ten percent) of the Average Annual Turnover for the last three financial years.	CA-certified Net Worth Certificate
7	The Bidder shall demonstrate access to, or availability of, liquid assets, unencumbered cash balances, or sanctioned and unutilized lines of credit, amounting to not less than 15% of the Estimated Project Cost Rs. 39.77 Cr (CAPEX cost 20.91 Cr. + One (1) year estimated OPEX cost 18.86)	<p>Certificate issued by a Scheduled Commercial Bank or a Chartered Accountant, duly signed and stamped. In case of CA certification, the same shall be supported by relevant bank statements and/or sanction letters.</p> <p>Not older than three (3) months from the bid submission date.</p>
8	The Bidder shall possess valid PAN, GST, EPFO and ESIC registrations as on the date of bid submission.	<p>Self-attested copies of PAN, GST, EPFO and ESIC registration certificates, or;</p> <p>where not applicable, a self-declaration supported by relevant documentary evidence, as applicable;</p>

		where EPFO and/or ESIC registration is not available, the Bidder shall furnish a self-declaration on its letterhead and shall obtain and submit the applicable registration(s) to the Authority prior to signing of the Agreement.
9	The Bidder shall not have been blacklisted, debarred, or declared ineligible by any Central Government, State Government, Union Territory Administration, Public Sector Undertaking (PSU), or any other Government authority in India as on the date of submission of the Bid.	Self-declaration on bidder's letterhead, duly signed by the authorized signatory and stamped.
10	The Bidder shall not have any material litigation or arbitration that may adversely affect Concession performance.	Self-declaration on bidder's letterhead, duly signed by the authorized signatory and stamped.
11	The Bidder shall not have been classified as a Non-Performing Asset (NPA) by any Scheduled Commercial Bank or Financial Institution as on the Bid Submission Date	Self-declaration on bidder's letterhead, duly signed by the authorized signatory and stamped.
12	The Bidder shall pay the Tender Document Fee in the manner and amount specified in the RFP	Proof of payment the Tender Document Fee.
13	The Bidder shall submit Earnest Money Deposit (EMD) in the manner and amount specified in the RFP.	Proof of payment / submission of EMD.
14	JV/Consortium	JV/Consortium allowed

3.5 Non-Applicability of MSE/Startup Exemptions

Notwithstanding any provision contained in prevailing policies (Rule 170 & Rule 173 (iii) of the General Financial Rules (GFR), 2017 and the Public Procurement Policy for MSEs, 2012, regarding exemptions for Micro and Small Enterprises (MSEs) and Startups, such exemptions shall **not be applicable** for this procurement.

This assignment is being undertaken under the **Quality and Cost Based Selection (QCBS)** methodology; wherein technical evaluation carries significant weightage. Accordingly, any relaxation in eligibility criteria, including but not limited to prior experience, turnover, and technical capacity, may adversely impact the quality of competition and compromise the desired technical standards.

Accordingly, no exemptions in eligibility criteria, including but not limited to prior experience, turnover, and technical capacity, shall be granted to MSEs or Startups. All bidders, including MSEs and Startups, are required to fully meet the prescribed eligibility and qualification criteria without any relaxation.

3.6 Technical Evaluation and Scoring Criteria

Only those bidders securing a minimum technical score of **seventy (70) marks** shall be considered technically qualified.

Sr. No.	Parameter	Marks
1.	The Bidder shall have experience in in similar Integrated Solid Waste Management (ISWM) projects under DBFOT, BOT, BOOT, EPC, O&M or similar models including door-to-door waste collection, transportation, processing, and disposal of municipal solid waste/ Construction and Demolition (C&D) waste, municipal sanitation services (road sweeping, drain cleaning, desilting, mechanized cleaning etc.) under a single Concession, comprising end to end management of such ISWM project including the establishment of processing facilities and the operation and maintenance (O&M) of such facilities for at least five (5) years during the last ten (10) years. The experience may include completed projects and ongoing projects (i.e., projects that have completed a minimum of five (5) years of the Operation & Maintenance period) both, within the last ten (10) financial years ending on 31st March 2025.	20 marks
	More than four (4) completed/ ongoing works	20 Marks
	Two (2) to four (4) completed/ ongoing works	15 Marks
	One (1) to two (2) completed/ ongoing works	10 Marks
2.	Organizational Presence & Multi-State Operational Experience (Supported by ongoing/completed contracts)	10 Marks
	Operational presence in five (5) or more States/UTs	10 Marks
	Operational presence in three (3) to four (4) States/UTs	08 Marks
	Operational presence up to two (2) States/UTs	05 Marks
3.	Average Annual Financial Turnover during the last three (3) financial years (FY 2022–23, 2023–24, 2024–25)	20 marks
	More than ₹150.00 crore	20 Marks
	More than ₹70.00 crore and up to ₹150.00 crore	15 Marks
	₹35.00 Crore to ₹70.00 crore	10 Marks
4.	Availability of Liquid Assets / Sanctioned and Unutilized Credit Facilities (for meeting working capital requirements)	10 marks
	Liquid assets and/or sanctioned and unutilized credit facilities of more than ₹35 Cr.	10 Marks
	Liquid assets and/or sanctioned and unutilized credit facilities of more than ₹15 Cr up to ₹35 Cr.	08 Marks
	Liquid assets and/or sanctioned and unutilized credit facilities of less than ₹15 Cr.	05 Marks
5.	Past Performance in Operation & Maintenance (O&M) of ISWM Projects (Service Level Benchmarks) supported by Service Level Benchmark (SLB) Compliance Reports and/or Performance/Completion Certificates clearly indicating the level of performance achieved in percentage terms, duly certified or issued by the respective Client/Authority.	15 marks

	Consistently high performance ($\geq 90\%$ SLB compliance in ≥ 3 projects)	15 Marks
	Moderate performance (70%–90% SLB compliance in 2–3 projects)	10 Marks
	Basic performance ($< 70\%$ or 1 project)	05 Marks
6.	Technical Presentation (Indicative Parameters)	25 marks
	Understanding of Project Scope & Approach	
	Collection & Transportation Strategy	
	Processing Technology & Facility Design	
	Use of Technology & Monitoring Systems	
	Operational Plan & Resource Deployment	
	Grievance Redressal & Service Level Assurance	

3.7 Letter of Award (LoA)

Upon completion of the bid evaluation process and approval by the Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir (the “Authority”), a Letter of Award (LoA) shall be issued to the successful bidder. The LoA shall, inter alia, specify the scope of work, Concession price, and other applicable terms and conditions, and shall be issued in accordance with the provisions of this RFP.

The successful bidder shall acknowledge receipt of the LoA and communicate its acceptance in writing within **fifteen (15) days** from the date of issuance of the LoA. Failure to accept the LoA within the stipulated period may result in cancellation of the award and forfeiture of the Earnest Money Deposit (EMD) / Bid Security, as applicable.

3.8 Execution of Concession Agreement

The successful bidder shall execute the **Concession Agreement** with Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir (the “Authority”) within **thirty (30) days** from the date of issuance of the **Letter of Award (LoA)**, subject to submission of the required **Performance Security of five percent (5%) of the CAPEX during construction period (Pre-COD)** as specified in **Clause 1.3 (Tender Summary & Important Dates)** of this RFP.

The Concession Agreement, together with this RFP, the bid documents, the LoA, and all other documents forming part of the Concession, shall constitute a valid, binding, and enforceable agreement between the Authority and the successful bidder.

Failure to execute the Concession Agreement within the stipulated period shall render the LoA liable to cancellation, without prejudice to any other rights or remedies available to the Authority under this RFP or applicable law, including **forfeiture of the Earnest Money Deposit (EMD) / Bid Security**, as applicable.

3.9 Failure to agree with the Terms and conditions of the RFP/Concession

In the event the Successful Bidder fails to accept or comply with the terms and conditions of the RFP and/or fails to execute the Concession Agreement within the stipulated time, such failure shall constitute sufficient grounds for annulment of the award. In such circumstances, the Mission Director, Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir, may, at its discretion, invite the next eligible bidder (L2) for negotiations or initiate a fresh RFP process, without prejudice to any other rights or remedies available to the Authority.

3.10 Debarment / Blacklisting

Bidders who are debarred or blacklisted by any Central or State Government department, statutory authority, public sector undertaking, or autonomous body as on the date of submission of bids shall be ineligible to participate in this RFP. The bidder shall submit a self-declaration confirming the

same. Any false declaration, misrepresentation, or concealment of such information shall result in rejection of the bid and may also lead to further action, including forfeiture of Bid Security and other measures, as deemed appropriate by the Authority.

3.11 Governing Provisions from Instructions to Bidders (ITB)

The terms and conditions relating to eligibility, qualification, and evaluation criteria shall be governed by the relevant clauses of the **Detailed Notice Inviting Tenders (DNIT) and Instructions to Bidders (ITB) section of this RFP**, as specified below.

- a) **Bid Validity Period:** The bid validity period shall be as specified in **Clause 2.15 (Bid Validity)** of the ITB. Bids shall remain valid for the entire period stipulated therein and may be extended in accordance with the provisions of the ITB.
- b) **Right of Authority to Accept or Reject Bids:** The Authority reserves the right to accept or reject any or all bids, annul the bidding process, or reject all bids at any time prior to award of Concession, in accordance with **Clause 1.7 (Right to Accept, Reject, Modify or Cancel the Tender)** of the DNIT, without assigning any reason.
- c) **Clarification of Bids:** During the evaluation process, the Authority may seek clarifications from bidders in accordance with **Clause 2.18 (Clarification of Bids)** of the ITB. Such clarifications shall be restricted to explanation or confirmation of information already submitted and shall not result in any modification of the bid substance, price, or scope.
- d) **Conflict of Interest:** Bidders shall disclose any actual or potential conflict of interest in accordance with **Clause 2.21 (Conflict of Interest)** of the ITB. Failure to disclose such conflict or discovery of conflict at any stage of the procurement process may result in rejection of the bid or termination of the Concession, as applicable.
- e) **Fraudulent, Corrupt and Coercive Practices:** Any bidder found to have engaged in fraudulent, corrupt, collusive, coercive, or obstructive practices, as defined in **Clause 2.22 (Fraud & Corrupt Practices)** of the ITB, shall be liable for rejection of its bid and may be subject to further action as deemed appropriate by the Authority.
- f) **Disqualification / Rejection of Bids:** The Authority reserves the right to reject or disqualify any bid in accordance with **Clause 2.23 (Disqualification of Bidders)** of the ITB, including but not limited to cases of non-responsiveness, failure to meet eligibility criteria, material deviations, misrepresentation, or submission of false information.
- g) **Confidentiality:** All information relating to the evaluation process shall be treated as confidential and shall be handled in accordance with **Clause 2.25 (Confidentiality)** of ITB. No bidder shall attempt to influence the evaluation process in any manner.

4 Scope of Work

4.1 Background

The Anantnag Municipal Council is taking several steps and initiatives to ensure implementation of effective solid waste collection, transportation and disposal practices in its jurisdiction. There has been sporadic effort by ULB in management of MSW to the best of its abilities. It is, however, a fact that the municipal corporation needs additional support in further developing its technical capabilities, financial muscle and managerial competence aspects to handle solid waste in a scientific manner. In this context, Under Swachh Bharat Mission (SBM), Anantnag Municipal Council has decided to select a private player through a bidding process, who will provide garbage bins, compactors, hydraulic tippers and other vehicles, community bins, etc. and assist them in systematic collection of garbage from individual households. The private player would also be responsible for constructing a facility for the scientific processing of MSW and subsequent operations for 20 years of concession period. Land will be provided through the Municipal Council to set up solid waste processing plants. Broadly, the private player is mandated to operate the waste value-chain, like collection of waste from individual households systematically and transporting them regularly to the solid waste disposal facility and getting them recycled/processed scientifically.

The outsourcing of the above-mentioned operations by the Municipal Council is envisaged as the development and implementation of an Integrated Solid Waste Management (ISWM) Project under a cluster-based approach. The proposed cluster shall comprise the towns of Anantnag, Bijbehara, and Mattan, which shall be served under a single ISWM framework to ensure optimal utilization of resources, operational efficiency, and economies of scale.

Presently, the Anantnag Cluster (comprising Anantnag, Bijbehra and Mattan) generates around 90 TPD of waste (2026), which is likely to increase to 111 TPD by the year 2035 and 141 TPD by the year 2045. From the analysis, it is suggested that a centralized waste processing model, based on ISWM approach, may be adopted for the Anantnag Cluster. Processing of MSW into recyclables, compost, and biogas will be the most feasible option based on waste quantity, waste characteristics, land availability and the geographical profile of the area. The proposed project is structured for private sector participation from door-to-door collection till processing and disposal of rejects. The overall concession is planned for 20 years; however, the designed capacity is proposed for the year 2035 to optimize the costs involved.

The Selected Bidder shall be responsible for door-to-door collection, transportation, processing and disposal of Municipal Solid Waste (MSW). The project shall be executed on Design, Build, Finance, Operate and Transfer (“DBFOT”) basis under Public Private Partnership (the “PPP”) Mode.

4.2 Scope of Work

The Successful Bidder shall establish, operate, and maintain the ISWM Project during the Concession Period on a Design-Build-Finance-Operate-Transfer (DBFOT) basis under the Public-Private Partnership (PPP) mode.

The scope of work shall include the following activities:

- a) The Successful bidder will submit the DPR including technology adopted by the firm for processing of MSW duly vetted by the Government Institute of eminence for approval of authority.
- b) **Collection of Waste:** Door-to-door collection of waste across all wards within the Project Area, covering government and non-government office complexes, authorized and regularized unauthorized colonies, markets, commercial and institutional establishments, slums, and undesignated locations, including by-lanes, lanes, streets, roadside litterbins, horticultural waste, drain silt, and street sweeping waste, through the deployment of appropriate vehicles.

Daily waste collection shall be tracked using POI/RFID/QR tags, duly scanned through

POI/RFID/QR code readers, with data made available in real time on the Integrated Command and Control Centre (ICCC). The system shall automatically record and transmit data to the central server.

Segregation of waste shall be carried out at the primary source as well as during collection and transportation through a **four-way bin system**, with provision of separate compartments/bins in all waste collection vehicles, in accordance with the provisions of the Solid Waste Management (SWM) Rules, 2026. The waste shall be segregated into wet waste, dry waste, sanitary waste, and domestic hazardous waste to ensure effective collection, transportation, processing, and disposal.

- c) **Segregation of Waste:** Maximum segregation of waste through public participation and by deploying appropriate technologies to maximize recovery of recyclable materials.
- i. Segregation of waste at the source as well as at the MRF-cum-transfer station, with effective recovery of recyclable materials at MRF facilities.
 - ii. Maintenance of records of materials reused and/or sent for recycling.
- d) **Domestic Hazardous & Domestic bio-medical waste:** Ensure the separate collection and transportation of domestic bio-medical and domestic hazardous waste from households, in accordance with applicable rules and standards and as per the authorization of the Anantnag Municipal Council. The applicable user charges/fees for such services, as prescribed by the Anantnag Municipal Council from time to time, shall be levied separately.
- e) **Road Sweeping:** Regular sweeping and cleaning of all roads within the Project Area, including main roads, internal roads, streets, lanes, and by-lanes. The scope shall include manual and/or mechanical sweeping, collection of street sweepings, dust, litter, and debris, and transportation to designated transfer points or processing facilities. The Concessionaire shall ensure appropriate deployment of manpower and equipment to maintain prescribed cleanliness standards and frequency, including intensified operations during special events, adverse weather conditions, or as directed by the Authority.
- f) **Drain Cleaning:** Clearing and removal of rank vegetation, grass, bushes, shrubs, saplings, and trees, including uprooting and removal of stumps where required. This shall include the disposal of unserviceable materials and stacking of serviceable materials for reuse or auction, as directed. The scope also includes removal and disposal of top organic soil and any temporary or permanent obstructions, including RCC, PCC, and other solid materials, from the drains.
- Further, excavation and removal of silt, including silt mixed with sand in slushy condition, from the drain bed shall be carried out, along with lifting and safe disposal of the same.
- g) **Beat Monitoring for and Drain Cleaners:** The Concessionaire shall implement a beat monitoring system for road sweepers and drain cleaning personnel to ensure effective supervision, timely execution of assigned tasks, and adherence to prescribed service standards across the Project Area.
- h) **Cleaning of Nullahs and Removal of MSW from Water Bodies (including irrigation canals under Anantnag Cluster (Anantnag, Mattan, Bijbehra):**
- a) Regular cleaning of drains, including de-weeding and desilting, to be carried out preferably on an alternate or at least once every month basis.
 - b) Periodic monthly cleaning of nullahs (having width greater than 1 meter) using appropriate machinery.
 - c) Ensuring that no municipal solid waste (MSW) is dumped within or along irrigation canals or other water bodies, and removal of any such waste through netting or other suitable methods in consultation with concerned Anantnag Municipal Council officials.
 - d) Undertaking special drives for removal of MSW (excluding desilting) from canals during the canal cleaning period, in coordination with the Irrigation and Flood Control (I&FC) Department.
 - e) Installation of metal screens, on a one-time basis at the commencement of the

Concession, to restrict the flow of floating MSW in nullahs.

- f) Transportation of collected silt and MSW to the designated disposal site.
- g) Cleaning of grass & bushes along with the drains.

i) **Collection and Transportation of Construction and Demolition (C&D) waste**

- a) Collection and transportation of all construction and demolition (C&D) waste within the project area of Anantnag Municipal Council.
- b) Lift of all construction and demolition C&D waste from locations as informed by Anantnag Municipal Council, its officials, or based on complaints received by the Concessionaire.
- c) Deploy and maintain vehicles and equipment of appropriate capacity for the collection and transportation of C&D waste.
- d) Use vehicles and equipment (such as tipper trucks, JCBs, front loaders, backhoe loaders, hydra cranes) interchangeably for C&D waste and MSW operations, as required.
- e) Ensure that all such vehicles and equipment are fitted with GPS tracking devices.
- f) Ensure proper tracking of vehicles on designated portals, as directed by Anantnag Municipal Council, its officials.
- g) Transport the collected C&D waste to the processing, disposal, or handling site to be designated by the Anantnag Municipal Council.
- h) Maintain a separate complaint number (distinct from MSW services) for receiving C&D waste-related complaints.
- i) Maintain records of complaints received and resolved, including timelines for each complaint, and make the same available to Anantnag Municipal Council, its officials as and when required.
- j) Ensure that C&D waste is not disposed of at any location other than the designated sites.

Note: C&D waste generation has been considered as 75 grams per capita and is capped at a maximum generation of 30% of the total MSW generated in a month.

- j) **Transportation of Waste:** Municipal solid waste (MSW) collected through door-to-door operations shall be transported to the transfer station and subsequently to the ISWM Project using secondary transportation vehicles. All transportation vehicles shall be equipped with GPS devices and integrated with the central server at the Command-and-Control Centre for real-time monitoring. The Operator shall deploy an adequate number of transportation vehicles to manage unforeseen exigencies, including festivals, fairs, important events, and emergency conditions.
- k) **Transportation of Silt and Waste:** The Concessionaire shall be responsible for the collection, loading, transportation, and disposal of silt generated from road sweeping, drain cleaning, and nullah desilting activities within Anantnag Cluster (Anantnag, Mattan, Bijbehra). In the case of irrigation canals falling within Anantnag Cluster (Anantnag, Mattan, Bijbehra), the scope shall be limited to the removal, collection, and transportation of Municipal Solid Waste (MSW) only, and shall not include desilting or removal of canal bed material.
- l) **Disposal of Inert Waste:** The Concessionaire shall be responsible for the scientific disposal of inert waste generated from the Project, limited to a maximum of 10% of the total waste processed, at the designated disposal site provided by the Authority or at a Sanitary Landfill Facility (SLF) developed and operated by the Concessionaire. The Concessionaire shall obtain all statutory approvals, clearances, consents, and permits required for the transportation, disposal, and landfilling of inert waste.

In the event that a separate SLF is required, the Concessionaire may develop, operate, and maintain such facility with the prior approval of Anantnag Municipal Council and in accordance with the applicable Solid Waste Management Rules, CPCB guidelines, and other relevant statutory requirements. SLF shall be designed and developed with a minimum design life of 20 years.

The Concessionaire shall also be responsible for the closure and post-closure care, monitoring, maintenance, and environmental compliance of the SLF in accordance with the

provisions of the Solid Waste Management Rules, CPCB guidelines, and other applicable laws and regulations. All costs associated with the development, operation, closure, and post-closure management of the SLF shall be borne by the Concessionaire.

- m) **ISWM Project:** The Concessionaire shall establish the Integrated Solid Waste Management (ISWM) Project, including a Material Recovery Facility (MRF)-cum-Transfer Station, in accordance with the designs and drawings prepared by the Concessionaire and duly approved by the Authority under the provisions of the Concession Agreement. The Concessionaire shall be responsible for the operation and maintenance of the ISWM Project throughout the Concession Period.

The Concessionaire shall also develop additional MRFs, transfer stations, and other supporting infrastructure, as may be required, to cater to any increase in municipal solid waste (MSW) generation or expansion of the Project Area, in accordance with the provisions of the Concession Agreement.

The Concessionaire shall undertake the processing, treatment, utilization, marketing, transportation, and final disposal of all MSW and its by-products/fractions generated from the Project, based on the technology proposed by the Concessionaire and approved by the competent authorities. This shall include, but not be limited to, City Compost, Refuse Derived Fuel (RDF), inert waste, recyclables, non-recyclables, Compressed Bio-Gas (CBG) and its offtake arrangements (where applicable), Green Coal (where applicable), and any other recoverable or residual materials.

The Concessionaire shall be solely responsible for ensuring 100% scientific utilization and/or disposal of RDF generated from the Project. In the event the Concessionaire proposes to establish any facility or technology for RDF utilization, treatment, co-processing, or disposal within or outside the Project Site, all statutory approvals, clearances, permissions, and licenses required for such facilities shall be obtained by the Concessionaire at its own cost and risk. The proposed technology and disposal methodology shall comply with applicable laws and regulations and shall be approved by the relevant authorities, including the Central Pollution Control Board (CPCB) and/or the concerned State Pollution Control Board, as applicable.

- n) **Processing Facility & Technology:** The Concessionaire shall design and establish a processing facility of adequate capacity, incorporating suitable technologies for the biological treatment of organic waste (such as bio-methanation and/or composting) and for the recovery and recycling of dry waste through MRF processes. There shall be no restriction on the selection of processing technologies or by-products, and the Bidder may opt for solutions such as Bio-CNG or composting. However, any deviation or change in technology from that proposed in the TEFR require prior approval of Anantnag Municipal Council.
- o) **Procurement of Equipment/ Machinery:** The Concessionaire shall procure, at its own cost, all vehicles and equipment/assets required for door-to-door collection, secondary transportation, drain cleaning operations, transportation of drain silt, and horticultural waste. The specifications and quantity of such vehicles and equipment shall be subject to approval by Anantnag Municipal Council.
- p) **Installation of Automatic Weighbridge:**
- The Concessionaire shall install and operate an automated weighbridge system capable of accurate weighing, identification, tracking, and administrative reporting of all carrier vehicles (including excavation and garbage trucks etc.).
 - The system shall be integrated with a web-based reporting platform, enabling authorized users to monitor operations through internet browsers without requiring additional software.
 - The weighbridge premises shall be equipped with high-definition IR CCTV cameras and integrated with the ICCC for real-time monitoring.
 - The system shall operate on a 24×7 basis, ensuring reliable and consistent data capture.
 - Weighment slips shall be automatically generated and uploaded to a secure cloud

server, with no provision for subsequent alteration.

- The weighbridge shall be calibrated annually by the Department of Legal Metrology (Weights and Measures), and a valid calibration certificate shall be submitted to the concerned authority. Failure to comply shall attract a penalty of ₹10,000 per instance.
- q) **Vehicle Deployment and Operational Standards:** The Concessionaire shall deploy only brand-new vehicles for primary collection, transportation of inert waste, and drain desilting activities. All vehicles shall be adequately covered with tarpaulin or other suitable means during collection and transportation to prevent spillage and environmental nuisance.
- r) **Compliance with NGT Guidelines and Vehicle Scrapping Policy:** The Concessionaire shall comply with all applicable guidelines issued by the National Green Tribunal (NGT) in relation to Solid Waste Management, as well as the vehicle scrapping policy prescribed by the Ministry of Road Transport and Highways (MoRTH). Vehicles shall be scrapped upon completion of their prescribed operational life, including a maximum of 10 years for diesel vehicles from the date of registration, or as amended from time to time. The Concessionaire shall ensure timely replacement of such vehicles. In the case of deployment of electric vehicles, applicable rules and guidelines shall be followed.
- s) **Workshop for Vehicle Maintenance:** The Concessionaire shall establish a dedicated workshop for the maintenance of vehicles and equipment deployed in the Integrated Solid Waste Management (ISWM) project. The maintenance workshop shall function as a centralized facility for servicing, repairs, and upkeep to ensure optimal performance and availability of all assets, thereby supporting efficient and uninterrupted project operations.
- t) **Mobile Application (for Officials, Drivers, and Supervisors):** The Concessionaire shall design and develop, at its own cost, a multilingual mobile application (Hindi/English) compatible with major mobile platforms, including Android, to cater to all categories of users.
- u) **Grievance Redressal Cell:** The Concessionaire shall establish a dedicated grievance redressal cell of approximate area of 100–200 sq. ft., with adequate space to accommodate one customer care executive and 4–5 customers at any given time.

Each grievance redressal cell shall be equipped with essential facilities, including one all-in-computer with an in-built modem and CPU, one printer, one landline telephone, and one wireless/mobile phone. Additionally, a complaint logbook shall be maintained, along with basic furniture such as one table and 4–5 chairs. Necessary office stationery shall also be provided as required to ensure smooth functioning of the cell.

Each grievance redressal cell shall be staffed with one operating personnel, designated as a Customer Support Executive. The individual shall possess good communication skills, prior experience in customer service, and working knowledge of computers. The executive shall function under the supervision of the departmental heads concerned.

v) **Grievance Redressal Mechanism:**

The Concessionaire shall establish a robust complaint resolution mechanism as per the follows:

- Development of a dedicated mobile application and/or integration with the existing Swachhta App, linked with the Rapid Assessment System (RAS) of JK NIC.
- Each complaint, whether received in writing or telephonically, shall be assigned a unique reference number and duly communicated to the complainant.
- The Concessionaire shall ensure that all complaints are resolved within 24 hours of registration. Upon resolution, an update shall be communicated to the Customer Support Executive, with a copy to the complainant, along with photographic evidence of the cleaned site for confirmation.
- A complaint shall be deemed resolved only upon uploading such photographic evidence against the respective complaint reference number on the system.
- A comprehensive computerized database of all complaints and their status shall be

maintained, accessible to all concerned departmental heads. The database shall include details such as complaint number, description, time of registration, time of redressal, and the concerned official responsible for resolution. All records shall be preserved for a duration as prescribed by the Municipal Authority.

- w) **Licenses, Permits and Approvals:** The Concessionaire shall, at its own cost and risk, obtain, maintain, and renew all applicable licenses, permits, consents, clearances, and approvals required for the design, construction, development, operation, and maintenance of the Project throughout the Concession Period, in accordance with Applicable Laws.

Such approvals shall include, but not be limited to:

- a) Environmental Clearance (EC), wherever applicable;
 - b) Consent to Establish (CTE) and Consent to Operate (CTO) from the State Pollution Control Board;
 - c) Authorizations under the Solid Waste Management Rules, 2026, and other applicable environmental regulations;
 - d) Approvals relating to processing facilities (such as composting, bio-methanation, MRF, RDF, or waste-to-energy, as applicable);
 - e) Permissions for transportation, handling, and disposal of municipal solid waste, C&D waste, domestic hazardous waste, and biomedical waste;
 - f) Factory license, fire safety approvals, electrical safety approvals, and any other statutory approvals required for installation and operation of plant, machinery, weighbridge, workshops, and associated infrastructure; and
 - g) Any other approvals required for carrying out activities specified under **Clause 4.2 (Scope of Work)**.
- x) **Cost and Financial Responsibility:** All expenses related to the procurement of assets, Project and machinery, as well as repair and maintenance, manpower, consumables, electricity, and all other operational costs, shall be borne by the Concessionaire.
- y) **Transfer of Assets upon Expiry of Concession Period:** Upon expiry or earlier termination of the Concession Period, the Concessionaire shall, at its own cost and expense, transfer to the Authority all Project Assets, including but not limited to land (if applicable), buildings, processing facilities, machinery, equipment, vehicles, and all associated infrastructure created or procured for the Project, in good operating condition, subject to normal wear and tear.

The Concessionaire shall ensure that all such assets are free from any encumbrances, liens, charges, or third-party claims at the time of transfer. The transfer shall be carried out in accordance with the provisions of the Concession Agreement and applicable laws, and shall include all relevant documents, manuals, records, approvals, and licenses required for the continued operation of the Project.

Prior to the transfer, a joint inspection shall be conducted by the Authority and the Concessionaire to assess the condition of the Project Assets and to ensure compliance with the prescribed maintenance standards. Any deficiencies identified during such inspection shall be rectified by the Concessionaire within the stipulated time frame.

The transfer of assets shall be completed in a seamless manner to ensure continuity of services without any disruption.

4.3 Roles and Responsibilities of the Anantnag Municipal Council

- Facilitating land for the establishment of ISWM processing Facility, Transfer Station (MSW Waste) & Vehicle Maintenance Workshop.
- The Authority shall provide Viability Gap Funding (VGF) during the construction phase, limited to 30% of the approved Project CAPEX, subject to a maximum of **₹6.27 Crore**. The VGF shall be applicable only to the capital investment made towards the development of the waste processing and disposal (P&D) facility and shall be disbursed in accordance with the provisions of the Concession Agreement.

In addition, the Authority shall pay the Tipping Fee, as quoted by the selected Concessionaire in its Financial Bid, for eligible waste handled under the Project during both the construction period (where applicable) and the Operation and Maintenance (O&M) period, in accordance with the terms and conditions of the Concession Agreement.

- Water and power supply during the construction phase of the ISWM Project, along with all other requisite clearances.
- Levy & collection of notified user charges from C&D waste generator/ Bulk Waste Generator.
- Provide reasonable assistance to the Concessionaire, where required, in obtaining the necessary licenses, permits, and approvals, including issuance of supporting letters, facilitation with relevant Government Authorities, and provision of project-related information; provided, however, that the Authority shall not assume any liability or responsibility for obtaining such licenses, permits, or approvals.”
- The responsibility for collection of user charges shall rest with the Anantnag Municipal Council.
- All applicable taxes shall be borne and paid by the Anantnag Municipal Council, in accordance with prevailing laws, over and above the bid price as quoted in the Financial Bid.

4.4 Financial Structure and Revenue Model of the Project

The Project has been structured to ensure its financial viability, enabling the Concessionaire to recover its investment through a combination of capital support, operational payments, and revenue generation mechanisms. This integrated revenue model is designed to ensure the long-term sustainability of project operations while encouraging efficient waste processing and optimal resource recovery.

1) Viability Gap Funding (VGF)

The Concessionaire shall be eligible to receive **Viability Gap Funding (VGF)** of up to **30% of the approved Project CAPEX, subject to a maximum limit of ₹6.27 Crore**, after incurring the capital expenditure for the development of the waste processing and disposal facility. The VGF shall be applicable only to the capital investment made in the establishment of the processing and disposal (P&D) plant and shall be disbursed in accordance with the applicable guidelines, approvals, and provisions of the Concession Agreement.

2) Tipping Fee

The Concessionaire shall recover a portion of its Operation and Maintenance (O&M) expenses through a tipping fee (as quoted in the Financial Bid and payable by the Anantnag Municipal Council).

3) Revenue from Sale of Processed By-products

The Concessionaire shall be entitled to generate and retain revenue from the sale of processed by-products, including but not limited to compost, Refuse-Derived Fuel (RDF), recyclables, and other recoverable materials.

5 Service Level Benchmarks & Payment Terms

5.1 Service Level Benchmarks

- a) The Anantnag Cluster (Anantnag, Mattan, Bijbehra) area shall be maintained in a state of absolute cleanliness, ensuring that no visible waste, litter, or garbage is found in public spaces, streets, drains, or open areas.
- b) All complaints related to garbage dumping, waste accumulation, or sanitation issues received through the designated online application shall be addressed and resolved within a maximum time frame of 24 hours to ensure citizen satisfaction and accountability.
- c) The designated waste processing site(s) shall be properly developed, operated, and maintained in accordance with prescribed standards. This includes ensuring cleanliness, environmental compliance, proper infrastructure upkeep, and smooth functioning of all machinery and processing units at all times.
- d) The entire quantity of municipal solid waste generated within the city shall be collected, transported, processed, and disposed of strictly in accordance with applicable norms, regulations, and timelines. All processing and disposal activities must adhere to the guidelines issued under Solid Waste Management Rules 2026 and other relevant environmental standards to ensure sustainable and scientific waste management practices.

The detailed timelines corresponding to the above-mentioned Service Level Benchmarks are detailed in the table below.

Sl. No.	Indicator	Unit	Definition	Target Timeline									
1	Household Level coverage of SWM Services through door-to-door Collection of Waste	%	Percentage of households and establishments that are covered by a daily doorstep collection system.	From the date of commencement of Collection & Transportation (C&T) operations: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Phase</th> <th style="text-align: center;">Timeline</th> <th style="text-align: center;">Target</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Phase 1</td> <td style="text-align: center;">3 months</td> <td style="text-align: center;">75%</td> </tr> <tr> <td style="text-align: center;">Phase 2</td> <td style="text-align: center;">6 months</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table>	Phase	Timeline	Target	Phase 1	3 months	75%	Phase 2	6 months	100%
Phase	Timeline	Target											
Phase 1	3 months	75%											
Phase 2	6 months	100%											
3	Extent of Segregation of Waste	%	Segregation should at least be at the level of separation of wet and dry waste at the source, that is, at the household or establishment level. It is important that waste segregated at the source is not again mixed but transported through the entire chain in a segregated manner. Hence, this indicator is applicable to the waste arriving in a segregated manner at the treatment/disposal site, rather than being measured at the collection point.	From the date of commencement of C&T operations: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Phase</th> <th style="text-align: center;">Timeline</th> <th style="text-align: center;">Target</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Phase 1</td> <td style="text-align: center;">12 months</td> <td style="text-align: center;">40%</td> </tr> <tr> <td style="text-align: center;">Phase 2</td> <td style="text-align: center;">36 months</td> <td style="text-align: center;">100%</td> </tr> </tbody> </table>	Phase	Timeline	Target	Phase 1	12 months	40%	Phase 2	36 months	100%
Phase	Timeline	Target											
Phase 1	12 months	40%											
Phase 2	36 months	100%											

4	Collection Efficiency	%	The total waste collected by the Concessioner versus the total waste generated within the Anantnag Cluster (Anantnag, Mattan, Bijbehra), excluding recycling or processing at the generation point. (Typically, some amount of waste generated is either recycled or reused by the citizens themselves. This quantity is excluded from the total quantity generated, as reliable estimates will not be available for these)	<p>From the date of commencement of C&T operations:</p> <table border="1" data-bbox="997 191 1393 468"> <thead> <tr> <th>Phase</th> <th>Timeline</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Phase 1</td> <td>12 months</td> <td>75%</td> </tr> <tr> <td>Phase 2</td> <td>24 months</td> <td>100%</td> </tr> </tbody> </table>	Phase	Timeline	Target	Phase 1	12 months	75%	Phase 2	24 months	100%			
Phase	Timeline	Target														
Phase 1	12 months	75%														
Phase 2	24 months	100%														
5	Extend of Recovery of Waste Collected	%	This is an indication of the quantum of waste collected, which is either recycled or processed. This is expressed in terms of percentage of waste collected	<p>From the date of commissioning of the Processing Facility after plant run:</p> <table border="1" data-bbox="997 709 1393 1087"> <thead> <tr> <th>Phase</th> <th>Timeline</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Phase 1</td> <td>12 months</td> <td>30%</td> </tr> <tr> <td>Phase 2</td> <td>24 months</td> <td>70%</td> </tr> <tr> <td>Phase 3</td> <td>36 months</td> <td>100%</td> </tr> </tbody> </table>	Phase	Timeline	Target	Phase 1	12 months	30%	Phase 2	24 months	70%	Phase 3	36 months	100%
Phase	Timeline	Target														
Phase 1	12 months	30%														
Phase 2	24 months	70%														
Phase 3	36 months	100%														
6	Extent of Scientific Disposal of Waste at Landfill Sites	%	The amount of waste that is disposed of in landfills has been designed, built, operated and maintained as per standards laid down by Central government. This extent of compliance should be expressed as a percentage of the total quantum of waste disposed of at landfill sites, including open dump sites	Not Applicable. The site for the disposal of processing rejects and the sanitation waste material shall be provided by the Anantnag Municipal Council.												
7	Efficiency in Redressal of Customer Complaint	%	The total number of SWM-related complaints re-dressed within 24 hours of receipt of the complaint, as a percentage of the total number of SWM-related complaints received in the given time period.	<p>From the date of signing of Concession Agreement:</p> <table border="1" data-bbox="997 1549 1393 1757"> <thead> <tr> <th>Phase</th> <th>Timeline</th> <th>Target</th> </tr> </thead> <tbody> <tr> <td>Phase 1</td> <td>6 months</td> <td>75%</td> </tr> <tr> <td>Phase 2</td> <td>9 months</td> <td>100%</td> </tr> </tbody> </table>	Phase	Timeline	Target	Phase 1	6 months	75%	Phase 2	9 months	100%			
Phase	Timeline	Target														
Phase 1	6 months	75%														
Phase 2	9 months	100%														

8	C&D collection and transportation	%	The C&D waste has been capped up to max 20% of the total MSW generated	If in any month quantum of C&D waste increases than the prescribed limit, it shall be paid by Anantnag Municipal Council.
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5.2 Payments

5.2.1 Viability Gap Funding (VGF)

The Concessionaire shall be eligible to receive **Viability Gap Funding (VGF)** for the establishment of waste processing & disposal (P&D) infrastructure under the Project. The VGF shall be provided as a one-time capital support by the Government of India (GoI) through the Anantnag Municipal Council, in accordance with the applicable guidelines issued by the Ministry of Housing and Urban Affairs under the **Swachh Bharat Mission (SBM) 2.0**.

The quantum of Viability Gap Funding (VGF) shall be limited to 30% of the approved Capital Expenditure (CAPEX), subject to a maximum of **₹6.27 Crore**, incurred towards the development of the waste processing and disposal (P&D) facility. The VGF shall be applicable only to the capital investment made in the processing and disposal (P&D) plant and shall be subject to detailed appraisal, verification, and approval by Anantnag Municipal Council in accordance with the provisions of the Concession Agreement.

The Successful Bidder/ Concessionaire shall submit a **detailed project report (DPR)/ design and implementation plan** for the proposed waste processing facility, including technology, layout, capacity, and cost estimates, prior to issuance of the Work Order. The same shall be subject to review and approval by Anantnag Municipal Council.

The VGF shall be released to the Concessionaire in the following stages, linked to defined project milestones:

- **10%** of the approved VGF amount upon commencement of project work;
- **25%** upon installation of machinery for the Material Recovery Facility (MRF) and achievement of at least 50% completion of civil works;
- **50%** upon completion of the entire waste processing and disposal facility, in all respects;
- **15%** upon successful commissioning of the facility and declaration of the Commercial Operation Date (COD).

Note:

- *Disbursement of each installment shall be subject to verification of milestone completion by Anantnag Municipal Council or its authorized representatives, along with submission of requisite supporting documents by the Concessionaire.*
- *In the event of the occurrence of any Event of Default by the Concessionaire, such disbursement of grant or any part thereof shall be suspended till such default shall get cured by the Concessionaire.*
- *The VGF amount may be used by the Concessionaire for lump-sum repayment of project debt*

5.2.2 Tipping Fee

The Concessionaire shall be paid a **tipping fee**, as quoted in the Financial Bid and payable by the Anantnag Municipal Council, to support its Operation and Maintenance (O&M) expenses.

- During the first year (pre-COD phase), **80% of the quoted tipping fee** shall be paid for

collection and transportation of waste.

- From the second year onwards (post-COD), **100% of the quoted tipping fee** shall be payable upon successful commissioning of the processing plant.

Details of Pre-COD and Post-COD activities to be undertaken by the Concessionaire for the purpose of tipping fee payment are as follows:

- 1) **Pre COD (Before Commissioning of Processing Plant):** The Concessionaire shall undertake the following activities prior to the Commercial Operation Date (COD) of the processing plant:
 - i. Door to door collection of MSW and transfer to the designated site.
 - ii. Sweeping, Cleaning of drains, Nullahs and water bodies (removal of MSW from water bodies including irrigation canals) falling in Anantnag Cluster (Anantnag, Mattan, Bijbehra).
 - iii. Transportation of entire MSW to designate site.
 - iv. Transportation of silt generated from sweeping and drain cleaning from Anantnag Cluster (Anantnag, Mattan, Bijbehra) to designated area.
 - v. The Successful bidder will submit the technology adopted by the firm for processing of MSW duly vetted by the Government Institute of eminence for approval of authority.
- 2) **Post COD (After Commissioning of Processing Plant):** After the COD of the processing plant, the Concessionaire shall undertake the following activities:
 - i. Door to door collection of MSW, MSW from Drains, nullahs and water bodies (removal of MSW from water bodies including irrigation canals) falling under the jurisdiction of Anantnag Cluster (Anantnag, Mattan, Bijbehra) and transportation to the designated Site.
 - ii. Processing of the waste at designated processing plant.
 - iii. Completion of SLF with all mandatory clearances.
 - iv. Transportation of silt generated from sweeping and drain cleaning from Anantnag Cluster (Anantnag, Mattan, Bijbehra) to designated area.

5.2.3 Tipping Fee Payment Process

- The Concessionaire shall raise and submit the invoice for tipping fee for the preceding month by 5th of the next month. The same shall be duly verified and approved by assigned nodal officer of Anantnag Municipal Council.
- The Concessionaire has to enclose waste tonnage logbook with invoice which will be verified by assigned Nodal officer of Anantnag Municipal Council.
- Comparison sheet between weigh bridge data and waste tonnage logbook to be submitted along with monthly invoice is to be verified by nodal officer of Anantnag Municipal Council.
- Anantnag Municipal Council will release the payment within 15 days after bill submission (Invoice Submission).

6 General Conditions of Concession (GCC)

6.1 Definitions & Interpretation

6.1.1 Definitions

Unless the context otherwise requires, the following terms, when capitalized, shall have the meanings assigned to them herein or elsewhere in this Concession:

- a) **“Authority”** Shall mean **(Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir)/ Anantnag Municipal Council**, or any authorized representative thereof.
- b) **“RFP”** Shall mean the Request for Proposal, including the DNIT, ITB, Scope of Works, SLA, schedules, annexures, corrigenda, and amendments issued by the Authority.
- c) **“Project”** Shall mean the obligation of the Concessionaire to undertake end-to-end (A to Z) activities related to Integrated Solid Waste Management (ISWM) project for Anantnag Cluster (Anantnag, Mattan, Bijbehra).
- d) **“Project Scope”** Shall mean as defined in section 4 Scope of Work.
- e) **“Project Capacity”** Shall mean the 111 TPD capacity of Integrated Solid Waste Management (ISWM) project at Anantnag Municipal Council to process and dispose all waste generated in the Anantnag Cluster for the Concession Period.
- f) **“Project Area”** Shall mean the municipal areas and establishments that comes under the Anantnag Cluster (Anantnag, Mattan, Bijbehra), including Residential households, RWAs, Slums, Licensed or unlicensed colonies, Non-residential Premises (NRPs), BWGs, Commercial Areas, Market Areas, Institutional areas, Industrial areas, etc.
- g) **“Concessionaire”** Shall mean the Selected Bidder to whom the Concession has been awarded and with whom the Concession Agreement has been signed for implementation of the project mentioned under this RFP.
- h) **“Concession Agreement”** Shall mean the agreement that shall be entered between the Authority and the successful bidder; and includes any amendment or modification made to the scope mentioned under this RFP, in accordance with the provisions hereof.
- i) **“Concession Period”** Shall mean a period of 20 years starting from the Appointed date and ending on the Transfer Date. In event of delay on part of Government in fulfilling its Condition Precedent and parties mutually agree to extend time for such fulfilment, then concession period will also be extended proportionately
- j) **“Municipal Solid Waste (MSW) or Waste or Solid Waste”** Shall mean the MSW definition as mentioned in the Solid Waste Management Rules, 2016 notified by Ministry of Environment, Forest and Climate Change (MoEFCC) Govt. of India, (as amended from time to time), and generated in the Project Area of Anantnag Cluster (Anantnag, Mattan, Bijbehra) by all waste generators.
- k) **“Bio-medical Waste”** Shall mean any waste, which is generated during the diagnosis, treatment or immunization of human beings or animals or in research activities pertaining thereto or in the production or testing of biological, and including categories mentioned in Schedule I of the Bio-Medical Waste (Management and Handling) Rules, 1998.

- l) **“E-Waste”** Shall mean electrical and electronic equipment, whole or in part, or rejects from their manufacturing and repair process, which are intended to be discarded.
- m) **“Residual Waste”** Shall mean the inert and processing rejects from the solid waste processing facilities, which are not suitable for recycling or further processing.
- n) **“Sanitation waste”** Shall means waste generated from the street sweepings operations and drain cleaning.
- o) **“Waste Generator”** Shall mean persons or establishments generating municipal solid wastes.
- p) **“MSW Rules”** Shall mean the Solid Waste Management Rules, 2026 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986) amended from time to time.
- q) **“Primary Collection”** Shall mean the collection of Municipal Solid Waste (MSW) directly from waste generators, either on a door-to-door basis or from designated community bins.
- r) **“Transfer Station/ Transfer Point”** Shall mean such receptacles modified or built in by the Concessionaire to store/compact MSW, prior to transfer of the same to the Processing Facility, for processing and then final disposal.
- s) **“Disposal Site”** Shall refer to the locations identified/proposed by the Anantnag Municipal Council, where inert matter/residual waste after processing the MSW and sanitation waste collected from designated locations within the project area shall be finally disposed of as per Schedule II of MSW Rules.
- t) **“Processing Facility”** Shall mean the waste processing facility to be constructed at designated site to be identified by the Anantnag Municipal Corporation, where MSW shall be processed using technologies in compliance with MSW rules and other rulings/ orders by Honorable NGT or any other authority, from time to time, relevant to the state of J&K. Processing Facility shall also comprise of ancillary infrastructure facilities such as approach roads, water supply, worker amenities, and green belt. However, the location designated for disposal of rejects and the Scientific Landfill Facility (SLF) may be different from the location of the waste processing facility and shall be identified, notified, and designated by the Anantnag Municipal Council.
- u) **“User Charges/ User Fee”** Shall mean the fee notified by the Anantnag Municipal Council from time to time on the waste generator in the Project Area.
- v) **“Applicable Permits”** Shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project during the subsistence of this Concession Agreement.
- w) **“Applicable Law”** Shall mean all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Concession Agreement.
- x) **“Good Industry Practice”** Shall mean the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Concessionaire in accordance with this Agreement, Applicable Laws, relevant Indian Standards and Applicable Permits in reliable, safe, economical and efficient manner.
- y) **“Financial Year”** shall mean the Financial Year (FY) commencing from 1st April and ending on 31st March.

6.1.2 Interpretation

- a) Words importing the singular shall include the plural and vice versa.
- b) Words importing any gender shall include all genders.
- c) References to any law or statute shall include any amendment, re-enactment, or modification thereof.
- d) Headings and clause numbers are for convenience only and shall not affect the interpretation of this Concession.
- e) References to “including” or “includes” shall be deemed to be followed by the words “without limitation”.
- f) In the event of any inconsistency, the Order of Precedence clause shall apply.

6.2 Concession Documents & Order of Precedence

The following documents shall be deemed to form an integral part of this Concession and shall be read and construed as part thereof (collectively referred to as the “Concession Documents”):

- a) Concession Agreement;
- b) Letter of Award (LoA);
- c) General Conditions of Concession (GCC);
- d) Scope of Work and Payment Terms & Conditions;
- e) Eligibility, Qualification and Evaluation Criteria;
- f) Instructions to Bidders (ITB);
- g) Detailed Notice Inviting Tender (DNIT);
- h) Technical and Financial Bids submitted by the Concessionaire; and
- i) Corrigenda, Addenda, Amendments, and Clarifications issued by the Authority.

In the event of any inconsistency, discrepancy, or conflict between the provisions of the above documents, the order of precedence shall be as listed above, and the document higher in order shall prevail to the extent of such inconsistency.

6.3 Concession Period

The **Concession Period shall be twenty (20) years** from the date of execution of the Concession Agreement (the “Concession Period”).

The Concessionaire shall design, establish, and operationalize the waste processing facility within a period of twelve (12) months from the date of signing of the Concession Agreement (pre-COD period). However, the Commercial Operation Date (COD) shall be deemed to commence only upon the Anantnag Municipal Council obtaining and providing to the Concessionaire all requisite statutory approvals, including Consent to Establish (CTE), Consent to Operate (CTO), and any other applicable permits or licenses from the competent authorities.

6.4 Taxes & Duties

All taxes, duties, levies, cesses, fees, and statutory charges as applicable under the laws of India, including income tax, customs duty, excise duty (if any), and any other local or statutory taxes, except Goods and Services Tax (GST), shall be borne and paid by the Concessionaire, unless otherwise expressly stated in this Concession.

The Concession Price shall be deemed to be inclusive of all applicable taxes and duties

The Concessionaire shall be solely responsible for assessment, filing of returns, deposit, and compliance with all statutory tax obligations arising out of the performance of the Concession and shall indemnify the Authority against any liability, loss, or penalty arising from non-compliance.

The Authority shall deduct taxes at source (TDS) as applicable under the Income Tax Act, 1961, or any other applicable law. Any statutory variation in tax rates during the Concession Period shall be governed by applicable law and the provisions of this Concession.

6.5 Audit and Financial Review

The Anantnag Municipal Council shall have the right, at any time during the Concession Period, to conduct or appoint third-party agencies to carry out audits of the financial, operational, and performance records of the Concessionaire, including records related to waste collection, transportation, processing, GPS/RFID/QR/POI-based monitoring, grievance redressal, and asset management, to verify compliance with contractual obligations and service standards. The Concessionaire shall provide full access to all relevant documents, systems, data, and personnel, and extend necessary cooperation for such audits.

The Concessionaire shall maintain complete and accurate books of accounts, operational logs, weighbridge records, invoices, registers, and all related documentation in respect of the Project for a minimum period as prescribed under applicable laws or at least one (01) year from the date of final payment or closure of the Concession Agreement, whichever is later. All such records shall be readily available for inspection, verification, and audit by Anantnag Municipal Council or its authorized representatives as and when required.

6.6 Statutory Variations

If, after the last date of submission of bids, there occurs any change in or enactment of law, statutory regulation, rule, notification, ordinance, or bye-law by any Government authority, which directly affects the cost of performance of the Concession, the **corresponding additional or reduced cost shall be added to or deducted from the Concession Price**, as the case may be.

- 1) Such adjustment shall be applicable only to the extent:
- 2) the statutory change is mandatory and enforceable by law;
- 3) the impact on cost is direct, demonstrable, and supported by documentary evidence; and
- 4) the change is not attributable to any default, delay, or non-compliance on the part of the Concessionaire .
- 5) No adjustment shall be allowed for:
- 6) changes in taxes, duties, or levies that were already in force on the bid submission date;
- 7) cost increases arising due to the Concessionaire 's internal inefficiencies or commercial risks; or
- 8) statutory changes already covered under the Taxes & Duties clause, unless expressly provided otherwise.

Any claim for statutory variation shall be submitted by the Concessionaire to the Authority within **thirty (30) days of the occurrence** of such change, along with full justification and supporting documents. The decision of the Authority regarding admissibility and quantum of such adjustment shall be final and binding.

6.7 Variation in Quantity

The Authority reserves the right, during the Concession Period, to increase or decrease the quantity of Municipal Solid Waste (MSW) and the associated scope of works, including collection, transportation, processing, and allied activities, based on actual waste generation, operational requirements, expansion of the Project Area, site conditions, or public interest considerations in the Anantnag Cluster (Anantnag, Mattan, Bijbehra)

Such variation shall not exceed **±15% of the quantity of MSW or operational capacity originally envisaged under the Concession**, unless otherwise permitted under applicable

procurement rules or mutually agreed in writing by the Parties.

In the event of any increase or decrease in the quantity of waste processed or related operational requirements:

- 1) the rates quoted in the Financial Bid shall remain applicable;
- 2) there shall be no change in unit rates or commercial terms of the Concession; and
- 3) the Concession Price shall be adjusted proportionately based on the actual quantity of MSW processed and services rendered.

No such variation shall entitle the Concessionaire to any claim for compensation, loss of profit, or damages, except for payment for services actually performed in accordance with the provisions of the Concession.

6.8 Annual Escalation of Waste Generation

The quantities indicated in the Scope of Work are indicative and may vary based on actual operational requirements, waste generation levels, and field conditions within the Project Area. The Concessionaire shall be required to undertake the work for the actual quantities executed, including collection, transportation, processing, and allied activities, and payments shall be made on the basis of actual quantities handled and certified in accordance with the provisions of the Concession Agreement.

Further, for the purpose of estimation and planning, **the projected quantities shall be deemed to increase annually by 4% over the previous year's baseline quantity**, reflecting expected growth in waste generation and service requirements. Such variation and annual escalation shall not entitle the Concessionaire to any change in quoted rates or commercial terms, and the Concessionaire shall be obligated to scale its resources and operations accordingly to meet the requirements of the Project.

6.9 Price Escalation

Eighty percent (80%) of the quoted tipping fee shall be payable to the Concessionaire during the first year of the Project or until the successful commissioning of the waste processing facility, whichever occurs later. Upon successful commissioning of the processing plant, one hundred percent (100%) of the quoted tipping fee shall thereafter be payable to the Concessionaire.

Price escalation shall be applicable after completion of one (1) year from the date of successful commissioning of the Project or on 1st April of each year, whichever is earlier. The escalation shall be determined based on either the Wholesale Price Index (WPI) or a fixed annual increase of 4% on the rate per Metric Ton (MT).

The Concessionaire shall be entitled to the higher of the two escalation rates, and such escalation shall be applicable to all items covered under the Financial Bid.

Formula 1: Flat increase of 4% on base rate of previous year.

OR

Formula 2: As per below.

$$T_n = ((T_0 * W_1 * D_1 / D_0) + (T_0 * W_2 * L_1 / L_0) + (T_0 * W_3 * WPI_1 / WPI_0)) + (0.20 * T_0)$$

Wherein:

T_n = Revised Tipping Fees

T₀ = Base Tipping Fees

D₀ = Base Diesel price

D₁ = Revised Diesel price as notified by the Ministry of Petroleum and Natural Gas or Indian Oil

Corporation (Whichever is lower) as on day of revision

L0=Base Unskilled Adult Male Wages (in line of Minimum Wage Act. notified by Government)

L1=Revised Unskilled Adult Male Wages (In line of Minimum Wage Act, notified by Government as on day of revision)

WPI0=Monthly Wholesale Price Index (All Commodities) published by Office of the Economic Advisor, Government of India on 15thDay (during ensuing year)

WPI1=Monthly Wholesale Price Index (All Commodities) published by Office of the Economic Advisor, Government of India on 15thDay of previous month of Revision Date

Various cost components in quoted tipping fees are assumed as follows:

— 40%of Tipping Fees towards Fuel component (— W 1—)

— 35% of Tipping Fees towards Labor component (—W 2—)

— 25% of Tipping fees towards rest of component(—W3—)

Note: Figures indicated here above are hypothetical figures and for illustration purpose only — Revision in Tipping Fees shall be done on 1st June of every year. The Independent Engineer one month before in advance of every revision in tipping fees shall intimate the ULB about the estimated revised Tipping Fees backed with the calculation of such revision.

- First revision shall be applicable after at least 6 months from the commencement of processing the MSW at the processing plant.
- If there are any delays in allotment of land and mandatory approvals from the Corporation, it shall be considered by Anantnag Municipal Council on merit.
- For smooth payment mechanism, an ESCROW Account provision will be made, with a minimum balance of 3 months invoice value. The details and other modalities of the ESCROW Account have been provided in the Concession Agreement.

Note:

In the event the Commercial Operation Date (COD) is achieved between 1st April and 31st December, the applicable price escalation shall take effect from the immediately succeeding Financial Year. However, if the COD is achieved between 1st January and 31st March, the escalation shall become applicable from the next-to-next Financial Year.

6.10 Liquidated Damages

During the entire Operation and Maintenance (O&M) Period, the Concessionaire shall strictly comply with the Service Level Benchmarks and Performance Requirements specified under the Scope of Work of this RFP. Compliance with such Service Level Benchmarks and Performance Requirements shall constitute a material obligation of the Concessionaire. Any failure on the part of the Concessionaire to meet the prescribed service levels shall attract Liquidated Damages (LD) as specified herein, without prejudice to any other rights and remedies available to the Authority under the Concession.

The Anantnag Municipal Council or its authorized representatives shall have the right to conduct periodic as well as random inspections of all project components and operations undertaken by the Concessionaire under the Scope of Work, including but not limited to waste collection, transportation, processing facilities, weighbridge operations, vehicle movement, grievance redressal systems, and associated infrastructure.

During such inspections, Anantnag Municipal Council may verify weighbridge records, RFID/QR-based collection data, GPS tracking logs, gate entry registers, complaint records, material

recovery records, and any other operational, financial, or statutory documents maintained by the Concessionaire to ensure compliance with the Concession Agreement and prescribed Service Level Benchmarks.

In the event of any discrepancy, inconsistency, data manipulation, non-compliance, or unsubstantiated claim observed during such verification, Anantnag Municipal Council shall have the right to:

- withhold certification of the relevant invoice;
- reject the claim wholly or partially; and/or
- impose proportionate deductions, penalties, or other contractual remedies as deemed appropriate.

Such verification and audit rights of Anantnag Municipal Council shall extend across all activities defined under the Scope of Work and shall be binding on the Concessionaire throughout the Concession Period.

The Parties acknowledge and agree that the losses likely to be suffered by the Authority due to non-compliance with the Service Level Benchmarks and Performance Requirements may not be capable of precise quantification. Accordingly, the Liquidated Damages stipulated herein are agreed to be a genuine pre-estimate of the losses likely to be incurred by the Authority and shall not be construed as a penalty.

Rates of Liquidated Damages/Penalty:

S. No.	Default	Monitoring Mechanism	Cure Period	Penalty
Primary Collection				
1	Door to door MSW collection is not provided to minimum percentage of Waste Generators / Households as per target specified in Services Level Benchmark	user complaint / Verification by PMU	No collection of Waste for 2 consecutive Days	1 st day: INR 5/Day/ HH 2 nd consecutive day: INR 1/Day/HH
			No collection of Waste for 3 consecutive Days onwards	INR 10 /Day/ Household
Secondary Storage & transportation				
1	Non-clearance of twin bins/ secondary transfer points for consecutive 2 days	Spot inspection conducted by Corporation/ Project Monitoring Unit/ user complaint	One day	1 st Day: INR 100 per instance 2 nd consecutive day: INR 200 per instance

2	Transportation of MSW in non-covered vehicles	Spot inspection conducted by Corporation/ Project Monitoring Unit/ user complaint	One day	1 st Day: INR 250 per instance 2 nd consecutive day: INR 200 per instance
3	Non-operation of transfer point for one day	Spot inspection conducted by Corporation/ Project Monitoring Unit	One day	1 st Day: INR 100 per day 2 nd consecutive Day: INR 200 per instance
Sweeping				
1	Sweeping not done in residential area at least once in a day	Spot inspection conducted by Corporation/ Project Monitoring Unit	One Day	1 st Day: INR 100 per day 2 nd consecutive Day: INR 200 per instance
2	Sweeping not done in Commercial area at least twice in a day	Spot inspection conducted by Corporation/ Project Monitoring Unit	One Day	1 st Day: INR 500 per day 2 nd consecutive Day: INR 1000 per instance
Waste processing				
5	Weighbridge is non-operational at transfer Station/ Processing facility due to breakdown for a consecutive period of 4 days (Max 4 days permissible every 6 months)	Daily check by PMU	From a list of three weighbridges, located near the project / processing site provided by Corporation, from where the concessionaire can weigh the MSW at its own cost	INR 5000 per day after 4 days
6	Spillage at processing site	Inspection by Corporation Supervisor	Two days	1 st Day: INR 100 per Day 2 nd consecutive day: INR 200 per day

				3 rd day onward: INR 300 per day
7	Penalty on non-processing of waste	Inspection by Project Management Unit/ Corporation	Five days	<p>If not processed the waste in 3 days- Deduction of Rs. 10 per MT of unprocessed waste</p> <p>If not processed the waste in 4-5 days- Deduction of Rs. 20 per MT of unprocessed waste</p> <p>If not processed the waste in 6-10 days- Deduction of Rs. 30 per MT of unprocessed waste</p>
8	Failure to achieve COD as per the condition stipulated in this RFP document	Inspection by Project Management Unit/ Corporation	Not Applicable	0.1% of the Performance Security per day of delay (maximum to 3%), beyond the time up to which Anantnag Municipal Council grants extension to the concessionaire
Sanitary Landfill				
9	Inert/ Residual waste greater than 10% sent to landfill	Weighment slips/ Daily reports/ Inspection by PMU	-	For every ton of increase in the plant rejects, deduction of amount equivalent to Rs 20 Per MT of

				support payment
Complaint redressal				
10	Improper working of call center: Down time exceeds 3 hours per day	Inspection by PMU	3 hours	INR 10 per hour after 3 hours 2 nd consecutive day: INR 20 per hour after 3 hours
11	Improper working of call center: Down time exceeds 3 hours per day for more than five days in a month	Inspection by PMU	3 hours	INR 1,000 per month
Drain Cleaning, nullah, water bodies (including irrigation canals)				
12	Failure to clean drain once weekly	Spot inspection by PMU/Corporation	24 hrs.	INR 100/- per 500m per day
13	Non-lifting of silt	Complaints by citizens/ Inspection by corporation	12 hrs.	INR 400/- per day
14	Mixing silt with MSW	Inspection by corporation	NA	INR 100/- per day
15	Failure to remove MSW from nullah/irrigation canals	inspection by corporation/PMU team	NA	INR 100/- per incidence per day
16	Failure to remove silt from nullah	inspection by corporation/PMU team	NA	INR 100/- per incidence per day
Collection and transportation of C&D waste				
17	Failure to resolve complaint within 24 hrs.	Inspection by corporation official/PMU team	NA	INR 100/- per incidence per day
18	Littering/spillage during transportation	As per complaint or inspection	NA	INR 100/- per incidence per day

19	GPS not working	Inspection by Corporation/PMU team	4hrs	INR 100/- per vehicle per incidence
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Liquidated Damages shall be computed from the date and time of occurrence of the non-compliance until the date and time of satisfactory rectification and certification by the Authority or its authorized representative. The determination of service level compliance, classification of non-compliance, computation of Liquidated Damages by the **Managing Director, SBM (Urban) 2.0, Jammu & Kashmir** shall be final and binding on the successful bidder/Concessionaire.

Repeated failure to meet the same service level compliance in six (6) or more occasions within consecutive six calendar months, shall constitute a material breach, entitling the Authority to terminate the Concession. The total Liquidated Damages levied in any Concession year shall be capped at **twenty percent (20%) of the annual payable Concession value**. Upon reaching the said cap, the Authority may, at its discretion, initiate termination or other remedial actions as per the provisions of the Agreement.

Deductions and Withholding of Payments for Non-Performance:

The Anantnag Municipal Council have the right to withhold or deduct payments, in whole or in part, in the event of any deficiency in performance or non-compliance by the Concessionaire. Such deductions may arise in cases including, but not limited to, shortfall in the quantity of waste processed against the agreed benchmarks, non-compliance with the applicable Solid Waste Management (SWM) Rules, Standard Operating Procedures (SOPs), or prescribed operational standards, failure to submit the required reports and supporting documentation, or any instance of misreporting, manipulation, or falsification of records.

Any such deductions shall be determined on Actual & proportionate basis and shall be duly adjusted against the monthly bill/invoice of the Concessionaire. The deducted amount shall be clearly reflected in the payment statement of the respective billing cycle, along with appropriate justification and supporting observations recorded by the Competent Authority. In the event of persistent default, repeated non-performance, or material breach of the terms and conditions of this Agreement, the Anantnag Municipal Council shall reserve the right to initiate appropriate action, including termination of the Agreement, in accordance with the relevant termination provisions of this Concession.

Liquidated Damages Recovery:

The Authority shall be entitled to recover Liquidated Damages by way of adjustment against the Concessionaire’s monthly running invoices and/or from Performance Security, or through any other mode of recovery as permitted under the terms of the Agreement, without prejudice to any other rights and remedies available to the Authority under the Concession or applicable law.

6.11 Liability Period (DLP) and Performance Responsibility

The Concessionaire shall be responsible for remedying any defects or deficiencies in the design, construction, workmanship, materials, plant, machinery, equipment, and Project Facilities **for a period of two (2) years from the Commercial Operation Date (COD) (“Defects Liability Period”)**.

The Defects Liability Period shall cover, inter alia:

- defects in civil works, processing facilities, MRF, transfer stations, and associated infrastructure;
- malfunctioning or underperformance of plant, machinery, weighbridge, ICT systems, and equipment;
- defects in vehicles and equipment deployed for collection, transportation, sweeping, and waste handling; and
- any failure to meet the performance standards specified under the Scope of Work.

The Concessionaire shall, at its own cost and risk, promptly repair, rectify, or replace any defects notified by the Authority during the Defects Liability Period within the time specified in the notice.

In case the Concessionaire fails to rectify such defects within the stipulated time, the Authority shall be entitled to undertake such rectification at the risk and cost of the Concessionaire, including recovery from Performance Security or any payments due.

6.11.1 Continuous O&M Responsibility

Notwithstanding the Defects Liability Period, the Concessionaire shall remain fully responsible for operation, maintenance, repair, replacement, and performance of all Project Assets and services throughout the entire Concession Period of twenty (20) years, in accordance with:

- prescribed service levels;
- environmental and regulatory standards; and
- obligations relating to collection, transportation, processing, and disposal of waste.

No asset, system, or facility shall be allowed to deteriorate below the required performance standards at any time

Any latent defects discovered after expiry of the Defects Liability Period, which are attributable to defective design, workmanship, or materials, shall be rectified by the Concessionaire at its own cost, upon notification by the Authority.

The expiry of the Defects Liability Period shall not relieve the Concessionaire of its obligations to maintain the Project Assets in good operating condition and to meet the performance standards throughout the Concession Period.

6.12 Indemnity & Limitation of Liability

6.12.1 Indemnity

The Concessionaire shall indemnify, defend, and hold harmless the Authority, its officers, employees, and representatives from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, penalties, and expenses (including reasonable legal fees) arising out of or in connection with:

- 1) any breach of this Concession by the Concessionaire or its personnel;
- 2) negligence, willful misconduct, or omission of the Concessionaire, its employees, agents, or sub Concessionaires;
- 3) violation of any applicable law, regulation, or statutory requirement;
- 4) infringement or alleged infringement of any intellectual property rights of any third party;
- 5) loss of or damage to property, bodily injury, or death caused by the Concessionaire in the performance of the Contract; or

- 6) data breach, unauthorized disclosure, or compromise of data attributable to the Concessionaire.

6.12.2 Limitation of Liability

Except in cases of fraud, willful misconduct, gross negligence, intellectual property infringement, data breach, breach of confidentiality, or violation of applicable laws, the aggregate liability of the Concessionaire under this Concession shall be limited to the total Concession Value.

In no event shall the Authority be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profit or business opportunity, arising out of or in connection with this Concession.

Nothing in this Clause limit or excludes the Concessionaire 's liability for:

- 1) indemnity obligations under this Concession;
- 2) third-party claims;
- 3) statutory liabilities; or
- 4) liabilities covered under insurance policies maintained by the Concessionaire .

6.13 Confidentiality and Information Protection

The Concessionaire shall maintain strict confidentiality of all data and information generated or obtained in connection with the execution of the ISWM Project, including but not limited to operational data relating to waste collection, transportation, processing and disposal, GPS/RFID-based tracking data, ICCC-integrated monitoring records, complaint and grievance records, asset registers, technical documents, and financial and revenue information. Such information shall be used solely for the performance of obligations under the Concession Agreement and shall not be disclosed to any third party without prior written approval of the Authority, except as required under applicable laws or regulatory directions.

The Concessionaire shall implement adequate systems and safeguards to ensure data protection and shall ensure that its personnel, contractors, and service providers adhere to similar confidentiality obligations. Upon expiry or termination of the Concession, all records, databases, reports, and documents—whether physical or digital—shall be handed over to the Authority or dealt with as per its directions, ensuring continuity of operations and compliance with applicable provisions.

6.14 Asset Ownership and Related Intellectual Property

All land, buildings, civil structures, processing facilities, utilities, machinery, equipment, vehicles, systems, and other assets developed, procured, or utilized for execution of the ISWM Project (“Project Assets”) shall remain the exclusive property of the Authority/ Anantnag Municipal Council and shall be free from any encumbrances. The Concessionaire shall have only a limited right to use, operate, and maintain such assets during the Concession Period strictly for the purpose of performing its obligations under the Concession Agreement. All operational records, data, including waste collection, transportation, processing, GPS/RFID-based monitoring data, grievance records, reports, manuals, and registers (“Project Data”) shall form part of the Project Assets and shall vest with the Authority/ Anantnag Municipal Council.

Any pre-existing intellectual property of the Concessionaire used in the Project shall remain its property; however, the Concessionaire shall grant the Authority/ Anantnag Municipal Council a perpetual, irrevocable, royalty-free, and non-exclusive license to use such intellectual property for operation, maintenance, and continuity of the Project. Upon expiry or termination of the Concession, the Concessionaire shall hand over all Project Assets and Data to the Authority/ Anantnag Municipal Council in good working condition and prescribed formats and shall cease any

further use thereof. The provisions of this Clause shall survive the expiry or termination of the Agreement.

6.15 Insurance Requirements and Coverage

The Concessionaire shall, at its own cost, procure and maintain throughout the Concession Period comprehensive insurance coverage in accordance with Good Industry Practice, including but not limited to Contractor's All Risk (CAR) insurance during construction, Industrial All Risk (IAR)/property insurance for project assets, machinery and equipment insurance, comprehensive motor vehicle insurance, workmen compensation/employee insurance, third-party and public liability insurance, and environmental liability insurance, covering all risks arising from design, construction, operation, waste handling, transportation, and processing activities under the Project.

All policies shall be obtained from IRDAI-registered insurers, in the joint name of the Authority and the Concessionaire, with the Authority named as additional insured, and shall remain valid at all times; failure to maintain such insurance shall constitute a material breach, and insurance proceeds shall be used solely for reinstatement or replacement of Project assets.

The insurance coverage amounts shall be commensurate with the Project Cost and associated risks, with minimum coverage including Contractor's All Risk Insurance equal to 110% of the Project Cost, Property Insurance equal to full replacement value of Project Assets, and Third-Party Liability Insurance of not less than ₹10 Crores per occurrence, or such higher limits as may be specified by the Authority."

6.16 Equity Lock-in Requirement (JV/ Consortium)

6.16.1 General Requirement

The shareholding of the Joint Venture (JV) members in the Special Purpose Vehicle (SPV) shall comply with the provisions of this Clause throughout the Concession Period of twenty (20) years, and shall be subject to the lock-in restrictions set forth herein.

6.16.2 Pre-Commercial Operation Date (Pre-COD)

From the date of incorporation of the SPV and until the Commercial Operation Date (COD):

- The entire equity shareholding of all JV members shall be locked-in;
- No transfer, assignment, or dilution of equity shall be permitted, except for creation of encumbrances in favor of Lenders for financing purposes, with prior approval of the Authority.

6.16.3 Post-COD Lock-in Period

- i. The Lead Member shall, at all times during the Concession Period, hold not less than 51% (fifty-one percent) of the paid-up equity share capital of the SPV, in accordance with **Clause 2.5.1**.
- ii. In addition, the Lead Member shall maintain its entire shareholding (i.e., no dilution below its initial committed equity) for a minimum period of ten (10) years from COD ("Lock-in Period"), except with prior written approval of the Authority.
- iii. The other JV members shall maintain their respective equity participation, as committed at the time of bidding, for a minimum period of five (5) years from COD, unless otherwise approved by the Authority.

6.16.4 Restrictions During Lock-in Period

During the Lock-in Period:

- No JV member shall transfer, assign, or dilute its shareholding in a manner that results in:
 - change in control of the SPV; or
 - non-compliance with the minimum shareholding requirements specified herein;
- The Lead Member shall retain management control of the SPV at all times; and
- Any proposed change in shareholding shall require prior written approval of the Authority.

6.16.5 Post Lock-in Flexibility

Upon expiry of the Lock-in Period:

- The JV members may dilute their shareholding, subject to compliance with the provisions relating to Change in Ownership/Control under the Concession Agreement;
- Provided that, the Lead Member shall continue to hold not less than 51% equity at all times during the Concession Period, as specified in **Clause 2.5.1**.

6.16.6 Permitted Exceptions

Notwithstanding the above, the following shall be permitted with prior approval of the Authority:

- Pledge or encumbrance of shares in favor of Lenders;
- Transfer of shares to an Affiliate of a JV member, subject to continued compliance with eligibility and control requirements;
- Transfer pursuant to enforcement of security or substitution of the Concessionaire in accordance with the Concession Agreement.

6.16.7 Breach of Lock-in Requirements

Any breach of this Clause shall constitute a Concessionaire Event of Default, entitling the Authority to take appropriate action, including imposition of penalties, invocation of Performance Security, or termination of the Concession Agreement.

6.17 Escrow Account

6.17.1 Establishment of Escrow Account

The Concessionaire shall, prior to the Appointed Date, open and maintain an Escrow Account with a Scheduled Bank, acceptable to the Authority and the Lenders, under an Escrow Agreement to be entered into amongst the Concessionaire, the Authority, the Escrow Bank, and the Lenders (if any).

6.17.2 Deposits into Escrow Account

The following inflows shall be deposited into the Escrow Account:

- a) All payments received from the Authority, including tipping fee and any other contractual payments;
- b) All revenues generated from the Project, including sale of compost, RDF, recyclables, or other by-products;
- c) Any grants, including Viability Gap Funding (VGF) disbursed for the Project;

- d) Insurance proceeds, if any, received in relation to the Project; and
- e) Any other revenues or receivables arising out of the Project.

6.17.3 Permitted Withdrawals (Escrow Waterfall)

Amounts standing to the credit of the Escrow Account shall be applied in the following order of priority:

- i. Statutory dues and taxes payable in relation to the Project;
- ii. Operation and Maintenance (O&M) expenses, including costs related to waste collection, transportation, processing, manpower, fuel, and utilities;
- iii. Payments due to Lenders, including debt servicing (principal, interest, and other financing costs);
- iv. Maintenance of reserves, including Debt Service Reserve Account (DSRA), if applicable;
- v. Payments towards major maintenance, replacement of equipment, and asset upkeep;
- vi. Any other payments required under this Agreement; and
- vii. Balance, if any, to be appropriated by the Concessionaire.

6.17.4 Escrow Operation and Control

- a) The Escrow Account shall be operated in accordance with the terms of the Escrow Agreement.
- b) Withdrawals shall be made only for purposes specified in this Clause and shall be subject to certification, if required.
- c) The Authority and Lenders shall have the right to monitor the Escrow Account and seek periodic statements from the Escrow Bank.

6.17.5 Shortfall and Default

In the event of any shortfall in the Escrow Account:

- a) The Concessionaire shall be responsible for funding such shortfall from its own resources;
- b) Failure to meet payment obligations, including debt servicing or O&M expenses, shall constitute a Concessionaire Default, subject to provisions of this Agreement.

6.17.6 Substitution Rights of Lenders

In the event of Concessionaire Default, the Lenders shall have the right to step-in and/or substitute the Concessionaire, and the Escrow Account shall continue to be operated in accordance with the Substitution Agreement.

6.17.7 Closure of Escrow Account

Upon expiry or earlier termination of the Concession Period, the Escrow Account shall be closed after settlement of all dues, liabilities, and obligations in accordance with this Agreement.

6.18 Force Majeure

Neither Party shall be liable for any failure or delay in performance of its obligations under this Concession, to the extent such failure or delay is caused by a Force Majeure Event, provided that the affected Party has taken all reasonable steps to mitigate the impact of such event.

For the purposes of this Concession, a **Force Majeure Event** shall mean any event or circumstance beyond the reasonable control of the affected Party, which could not have been foreseen or avoided with reasonable diligence, including but not limited to **acts of God**, natural disasters (such as earthquake, flood, cyclone, fire), epidemic or pandemic, war, hostilities, riots, civil commotion, terrorism, strikes or lockouts (excluding those limited to the Concessionaire's workforce), embargoes, acts of government, changes in law, or any other event of similar nature.

The affected Party shall notify the other Party in writing within fifteen (15) days of the occurrence of the Force Majeure Event, indicating the nature of the event, its expected duration, and the obligations affected. The affected Party shall resume performance of its obligations as soon as reasonably practicable after the cessation of the Force Majeure Event.

During the continuance of a Force Majeure Event, the obligations of the affected Party shall be suspended to the extent affected, and the time for performance shall be extended accordingly. **No payment or compensation** shall be payable for losses, damages, or costs incurred due to a Force Majeure Event.

If the Force Majeure Event continues for a period exceeding **sixty (60) days**, either Party may terminate the Concession by giving **sixty (60) days' prior written notice**, without any liability, except for payment for services satisfactorily performed prior to the occurrence of the Force Majeure Event

6.19 Termination of the Concession

6.19.1 Termination for Convenience (By Authority)

The Authority may, in exceptional circumstances and in public interest, terminate this Concession Agreement for convenience, by issuing a prior written notice of not less than one hundred eighty (180) days to the Concessionaire.

Provided that, no such termination shall be effected during the first ten (10) years from the Commercial Operation Date (COD) (the "Lock-in Period"), except with the prior approval of Lenders and subject to such conditions as may be stipulated.

During the notice period, the Concessionaire shall:

- a) continue to perform all its obligations under this Agreement, including uninterrupted delivery of services such as waste collection, transportation, processing, drain cleaning, and other activities specified under **Clause 4.2 (Scope of Work)**;
- b) cooperate with the Authority and Lenders to ensure smooth transition of operations; and
- c) take all necessary steps to safeguard and maintain the Project Assets in good working condition.

Upon termination under this Clause:

- a) the Concessionaire shall transfer all Project Assets to the Authority in accordance with the Handback Requirements and provisions relating to asset transfer;
- b) the Authority shall pay Termination Compensation to the Concessionaire as per the provisions of this Agreement, including settlement of debt dues, equity, and other admissible costs; and
- c) such termination shall be subject to compliance with applicable laws and financing agreements.

6.19.2 Termination by Concessionaire (with Lock-in Restriction)

The Concessionaire shall have the right to terminate this Concession Agreement in accordance with the provisions set forth herein, by issuing a written notice to the Authority, subject to the conditions specified below.

Provided that, the Concessionaire shall not be entitled to terminate this Agreement for convenience during the first ten (10) years from the Commercial Operation Date (COD) (the "Lock-in Period").

Upon expiry of the Lock-in Period, the Concessionaire may terminate this Agreement by issuing a prior written notice of not less than one hundred eighty (180) days to the Authority, clearly specifying the reasons for such termination and the proposed date of termination.

During the notice period, the Concessionaire shall:

- a) continue to perform all its obligations under this Agreement without disruption;
- b) cooperate with the Authority and Lenders for an orderly transition, including invocation of the Substitution Agreement, if applicable; and
- c) take all necessary steps to ensure continuity of services and protection of Project Assets.

Upon termination by the Concessionaire:

- a) the Concessionaire shall transfer the Project Assets to the Authority in accordance with the Handback Requirements set forth in this Agreement;
- b) settlement of payments, liabilities, and obligations shall be carried out in accordance with the applicable provisions of this Agreement, including those relating to Termination Payment, if any; and
- c) such termination shall be subject to compliance with applicable laws and lender consent requirements.

Any termination by the Concessionaire in contravention of this Clause shall constitute a Concessionaire Event of Default, and the Authority shall be entitled to take appropriate action in accordance with this Agreement.

6.19.3 Termination for Concessionaire Default

The Authority may terminate the Concession, in whole or in part, at any time, if:

- i. The Concessionaire fails to deliver any or all of the services within the time period(s) specified in the **Clause 4.2 (Scope of Work)** of this RFP and Concession Agreement.
- ii. The Concessionaire fails to perform any other obligation(s) under the Concession Agreement.
- iii. The Concessionaire, in the judgment of the client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices.

In such cases, sixty (60) days written notice shall be given to the Concessionaire to remedy the default. If the Concessionaire fails to cure the default within the notice period, the Concession shall be terminated without further notice or compensation.

6.19.4 Termination by Mutual Consent:

The Parties may, at any time after the expiry of the Lock-in Period of ten (10) years from COD, terminate this Concession Agreement by mutual consent, through a written agreement duly executed by both Parties.

Provided that, no such termination shall be permitted during the Lock-in Period, except with prior written approval of the Authority and concurrence of the Lenders.

The mutual termination agreement shall clearly specify:

- a) the effective date of termination;
- b) the settlement of all payments, liabilities, and obligations, including tipping fee dues, user charges (if any), and any other financial claims arising out of the Project;
- c) the manner of transfer of Project Assets, including processing facilities, vehicles, equipment, ICT systems, and all associated infrastructure, in accordance with the provisions of this Agreement; and
- d) the mechanism to ensure continuity of essential municipal services, including waste collection, transportation, processing, and sanitation services within the Project Area.

Such termination shall be subject to:

- i. compliance with applicable laws and statutory requirements;
- ii. prior consent of Lenders and provisions of the **Substitution Agreement**, if applicable; and
- iii. fulfillment of all **handback obligations**, ensuring that the Project Assets are transferred free from encumbrances and in good operating condition, subject to normal wear and tear.

6.19.5 Consequences of Termination:

Upon termination of the Concession for any reason:

- i. The Concessionaire shall immediately stop work.
- ii. All materials, Machines, equipment's and documents prepared up to the date of termination shall be handed over to the Authority.
- iii. The Authority shall settle all dues accrued up to the date of termination within a period of 60 days from the termination date subject to satisfactory handover of the Project Assets to Authority.
- iv. In the event of termination of the Concession for default of the Concessionaire under the Anantnag Municipal Council shall have the right to forfeit and invoke the Performance Bank Guarantee (PBG), either in full or in part, without prejudice to any other rights or remedies available under this Agreement or under applicable laws. The forfeiture of the PBG shall be in addition to the recovery of any penalties, damages, or other dues payable by the Concessionaire to the Client.

6.20 Foreclosure of Concession (Authority)

Notwithstanding anything contained elsewhere in this Agreement, the Authority may, **for reasons of public interest, policy change, budgetary constraints, or restructuring of sanitation service delivery**, foreclose the Concession **prior to expiry**, without any default on the part of the Concessionaire, by giving **one eighty (180) days' prior written notice**.

Upon foreclosure:

- a) the Concessionaire shall hand over all Project Assets, Facility, records, drawings, manuals, and data in a fully functional and operational condition, free from encumbrances; and
- b) the Authority shall pay the Concessionaire :
 - i. amounts due for services satisfactorily performed up to the foreclosure date; and
 - ii. the unamortized portion of eligible capital investment, if any, duly certified by the Authority, excluding future profits or loss of opportunity.

Foreclosure shall be treated as an **authority-initiated, no-fault termination** and shall not be construed as a breach of this Agreement by the Concessionaire . The provisions relating to asset ownership, handover, and survival of obligations shall continue to apply.

6.21 Change Management

Any change, modification, addition, or reduction to the scope of work, technical specifications, timelines, deliverables, manpower, machinery, equipment or work requirement under this Concession (“Change”) shall be carried out only through a written Change Order duly approved and signed by authorized representatives of the Authority and the Concessionaire. No Change shall be valid or binding unless it is issued in writing by the Authority. The Concessionaire shall not implement any Change without prior written approval of the Authority.

Each Change Order shall clearly specify the nature of the Change, impact on scope, timelines, costs (if any), payment terms, and revised obligations of the Parties. Any adjustment in Concession price or timelines shall be governed strictly in accordance with the provisions of this Concession and applicable procurement rules. Changes necessitated due to statutory requirements, policy directives, or technological upgrades may be implemented subject to mutual agreement, without affecting the overall integrity and objectives of the Concession.

6.22 Notices

Any notice, demand, consent, approval, or other communication required or permitted to be given under this Concession (“Notice”) shall be in writing and shall be deemed to have been duly given if delivered by hand, sent by registered post / speed post, courier, or transmitted by email, to the addresses of the Parties specified in the Concession or to such other address as may be notified in writing from time to time.

A Notice shall be deemed to have been received:

- a) if delivered by hand, on the date of delivery;
- b) if sent by registered post / speed post or courier, on the date of receipt or the date of refusal;
- c) if sent by email, on the date and time of successful transmission, provided no delivery failure notification is received.

All Notices issued by the Concessionaire shall be addressed to the Mission Director, Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir, or such other officer as may be designated by the Authority. Notices issued by the Authority shall be sent to the Concessionaire at the address and email provided in the Bid or Concession Agreement.

6.23 Dispute Resolution

Any dispute, difference, or claim arising out of or in connection with this Concession (“Dispute”) shall, in the first instance, be resolved amicably through mutual discussions and/or conciliation between the Parties within a period of thirty (30) days from the date of receipt of a written notice of such Dispute, unless such period is extended by mutual written consent of the Parties.

Prior to initiation of any legal proceedings, any preliminary Dispute may be referred to the Commissioner/Secretary, Housing & Urban Development Department (HUDD), Union Territory of Jammu & Kashmir, for administrative resolution.

In the event that either Party is aggrieved by or not satisfied with the decision of the Housing & Urban Development Department (HAUDD), such Party shall be at liberty to seek appropriate remedy before the competent Civil Court having jurisdiction at Jammu, Union Territory of Jammu & Kashmir.

Pending resolution of the Dispute, the Concessionaire shall continue to perform its contractual obligations, and the Authority shall release undisputed payments in accordance with the provisions of the Concession Agreement.

6.24 Independent Concessionaire

The Concessionaire shall perform its obligations under this Concession Agreement as an independent Concessionaire and nothing contained herein shall be construed to create any partnership, joint venture, agency, employer–employee relationship, or association between the Authority and the Concessionaire .

The Concessionaire shall have sole control and responsibility over the manner and means of performing the services under this Concession Agreement , subject to compliance with the terms, conditions, specifications, and directions issued by the Authority.

The Concessionaire shall be solely responsible for:

- Engagement, supervision, control, payment, and discipline of its personnel;
- Compliance with all applicable labor laws, statutory obligations, taxes, and social security requirements;
- Any acts, omissions, or defaults of its employees, agents, or sub concessionaires.

Nothing in this Concession Agreement shall be deemed to authorize the Concessionaire or its personnel to represent, bind, or commit the Authority in any manner whatsoever

6.25 Assignment & Novation

The Concessionaire shall not assign, transfer, sub-contract, or novate this Concession Agreement, in whole or in part, nor assign or transfer any of its rights, interests, or obligations hereunder, without the prior written consent of the Authority. Any proposed assignment or novation shall be subject to such terms and conditions as may be prescribed by the Authority and shall be effective only upon execution of a written novation or assignment agreement duly approved and signed by the Authority.

Notwithstanding any consent granted by the Authority, the Concessionaire remain fully responsible and liable for the due performance of the Concession Agreement and for the acts, omissions, and defaults of any assignee, transferee, or successor-in-interest, unless expressly released by the Authority in writing. Any assignment, transfer, sub-contracting, or novation made in contravention of this Clause shall be null and void, and shall constitute a material breach of Concession Agreement , entitling the Authority to terminate the Concession Agreement , invoke the Performance Security, and take any other action available under this Concession Agreement or applicable law.

6.26 Waiver & Severability

Waiver

No failure or delay by either Party in exercising any right, power, or remedy under this Concession Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Any waiver of any provision of this Concession Agreement shall be valid only if made in writing and duly signed by the authorized representative of the Party granting such waiver. A waiver granted in respect of any breach shall not be deemed to constitute a waiver of any subsequent or similar breach.

Severability

If any provision of this Concession Agreement is held to be invalid, illegal, or unenforceable by a court or competent authority of law, such provision shall be severed from the Concession

Agreement and shall not affect the validity, legality, or enforceability of the remaining provisions, which shall continue in full force and effect. The Parties shall endeavor to replace any such invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent and commercial purpose of the Concession Agreement .

6.27 Entire Agreement

This Concession Agreement , together with the Request for Proposal (RFP), Detailed Notice Inviting Tender (DNIT), Instructions to Bidders (ITB), Scope of Work, Letter of Award (LoA), the Bid (Technical and Financial) submitted by the Concessionaire , and all addenda, corrigenda, amendments, schedules, annexures, and documents expressly incorporated by reference, constitutes the entire agreement between the Authority and the Concessionaire in relation to the subject matter hereof.

This Concession Agreement supersedes and replaces all prior or contemporaneous communications, negotiations, representations, understandings, or agreements, whether written or oral, between the Parties relating to the subject matter of this Concession Agreement .

No modification, amendment, waiver, or variation of any provision of this Concession Agreement shall be valid or binding unless made in writing and duly signed by authorized representatives of both Parties, in accordance with the provisions of this Concession Agreement .

7 Annexures

7.1 Annexure: Technical Proposal Cover Letter

(To be submitted on the Letterhead of the Bidder)

To
The Mission Director (MD),
Swachh Bharat Mission (Urban) 2.0,
Union Territory of Jammu & Kashmir

Subject: Submission of Technical Proposal for _____ (Name of the Work/Supply/Services) under Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir

RFP Reference No: _____

Dear Sir/ Madam,

Having carefully examined the Request for Proposal (RFP), the receipt of which is hereby duly acknowledged, we, the undersigned, hereby submit our Pre-Qualification and Technical Proposal for the _____ (Name of the Work/Supply/Services) in accordance with the terms and conditions set forth therein.

We hereby declare and confirm that:

- i. We acknowledge and unconditionally accept that Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir (hereinafter referred to as the "Authority") may, at its sole discretion, apply any criteria deemed appropriate for shortlisting of bidders, including but not limited to the criteria specified in the RFP and related documents.
- ii. We have submitted the EMD/ EMD Declaration as required under the RFP.
- iii. All information, statements, and documents furnished by us as part of this bid are true, correct, and complete in all respects. All documents submitted are true copies of their respective originals. We confirm that this proposal contains all information necessary to ensure that the statements made herein are not misleading as a whole or in part.
- iv. We have carefully read, understood, and agreed to abide by all the terms and conditions of the RFP and the draft Concession Agreement and hereby undertake to comply with the same.

In the event of acceptance of our bid, we undertake:

- i. To commence the services stipulated in the RFP; and
- ii. To execute and complete the Project for the entire Concession Agreement period from the date of signing of the Concession Agreement, as specified in the RFP.
- iii. We affirm that the prices quoted by us are inclusive of all costs and taxes.
- iv. We agree that, until a formal Concession Agreement is executed, this bid together with your written acceptance and issuance of the Letter of Award shall constitute a binding agreement between us.
- v. We understand that the Authority reserves the right to cancel the bidding process at any stage and is not bound to accept any bid, without incurring any liability whatsoever towards the bidders.
- vi. We further understand and agree that if, at any stage, any information furnished by us is found to be false, misleading, or incorrect, our bid is liable to be rejected, or the Concession Agreement, if awarded, is liable to be terminated, without prejudice to any other action available under the RFP and applicable laws.

For any clarification, please contact Sh. _____, at _____ (Email),
_____ (Phone), and _____ (Office Address).

Thanking you.

Yours sincerely,

(Signature of the Authorized Signatory)

Name:

Designation:

Seal:

Date:

Place:

7.2 Annexure: Eligibility/Pre-Qualification Documents Checklist

(This checklist is indicative; bidders must meet all RFP requirements)

Sr. No.	Eligibility Criteria	Documents to be Submitted	Submitted/ Not Submitted	PDF/JPG File Name/No.	Page No.
1	The Bidder shall be an Indian legal entity duly incorporated/registered as a company under the Companies Act, 2013, a Limited Liability Partnership (LLP) registered under the LLP Act, 2008, a registered Partnership Firm under the Indian Partnership Act, 1932, Proprietorship Firm or Joint Venture (JV)/Consortium and shall possess demonstrable experience in Solid Waste Management (SWM) services. and shall have been in existence for not less than seven (7) years as on 31 st March 2025.	Certificate of Incorporation / Registration Certificate issued by competent authority.			
2	Experience in similar Integrated Solid Waste Management (ISWM) projects under DBFOT, BOT, BOOT, EPC, O&M or similar models including door-to-door waste collection, transportation, processing, and disposal of municipal solid waste/ Construction and Demolition (C&D) waste, municipal sanitation services (road sweeping, drain cleaning, desilting, mechanized cleaning etc.) under a single Concession, comprising end to end management of such ISWM project including the	Work Orders and Completion/ or Ongoing Performance Certificates			

	<p>establishment of processing facilities and the operation and maintenance (O&M) of such facilities for at least five (5) years during the last ten (10) years. The experience may include completed projects and ongoing projects (i.e., projects that have completed a minimum of five (5) years of the Operation & Maintenance period) both.</p> <p>Meeting any one of the following criteria:</p> <p>At least one (1) similar completed or ongoing work not less than eighty percent (80%) of the project value specified in the RFP, or</p> <p>Two (2) similar completed or ongoing work each of not less than fifty percent (50%) project value specified in the RFP, or</p> <p>Three (3) similar completed or ongoing work each of not less than forty percent (40%) of the project value specified in the RFP.</p>				
3	The Bidder shall have a minimum average annual turnover of ₹35.00 Crore (Rupees Thirty-Five Crore only) during the last three (3) financial years, i.e., FY 2022-23, 2023-24 and 2024-25.	Audited Balance Sheet & Profit & Loss Account, in cases where statutory audit is not mandatory as per applicable law, Chartered Accountant–certified Average Annual Turnover Certificate for the last three (3) financial years.			
4.	The Bidder shall not have incurred losses, as reflected in its audited financial statements/ balance sheets, during the last three (3) financial years i.e., FY 2022-23, 2023-24 and 2024-25.	Audited Balance Sheets & Profit & Loss Statements for the last three (3) financial years;			
5	The Bidder shall have filed Income Tax Returns (ITRs) for the last three (3) financial years, i.e. FY 2022-23, 2023-24 and 2024-25.	Self-attested copies of the ITR acknowledgements			
6	The Bidder shall have a Net	CA-certified Net			

	Worth as per the audited financial statements for the FY 2024–25. The Net Worth of the Bidder shall not be less than 10% (ten percent) of the Average Annual Turnover for the last three financial years.	Worth Certificate			
7	The Bidder shall demonstrate access to, or availability of, liquid assets, unencumbered cash balances, or sanctioned and unutilized lines of credit, amounting to not less than 15% of the Estimated Project Cost Rs. 39.77 Cr (CAPEX cost 20.91 Cr. + One (1) year estimated OPEX cost 18.86)	<p>Certificate issued by a Scheduled Commercial Bank or a Chartered Accountant, duly signed and stamped. In case of CA certification, the same shall be supported by relevant bank statements and/or sanction letters.</p> <p>Not older than three (3) months from the bid submission date.</p>			
8	The Bidder shall possess valid PAN, GST, EPFO and ESIC registrations as on the date of bid submission.	<p>Self-attested copies of PAN, GST, EPFO and ESIC registration certificates, or;</p> <p>where not applicable, a self-declaration supported by relevant documentary evidence, as applicable;</p> <p>where EPFO and/or ESIC registration is not available, the Bidder shall furnish a self-declaration on its letterhead and shall obtain and submit the applicable registration(s) to the Authority prior to signing of the Agreement.</p>			

9	The Bidder shall not have been blacklisted, debarred, or declared ineligible by any Central Government, State Government, Union Territory Administration, Public Sector Undertaking (PSU), or any other Government authority in India as on the date of submission of the Bid.	Self-declaration on bidder's letterhead, duly signed by the authorized signatory and stamped.			
10	The Bidder shall not have any material litigation or arbitration that may adversely affect Concession performance.	Self-declaration on bidder's letterhead, duly signed by the authorized signatory and stamped.			
11	The Bidder shall not have been classified as a Non-Performing Asset (NPA) by any Scheduled Commercial Bank or Financial Institution as on the Bid Submission Date	Self-declaration on bidder's letterhead, duly signed by the authorized signatory and stamped.			
12	The Bidder shall pay the Tender Document Fee in the manner and amount specified in the RFP	Proof of payment the Tender Document Fee.			
13	The Bidder shall submit Earnest Money Deposit (EMD) in the manner and amount specified in the RFP.	Proof of payment / submission of EMD.			
14	JV/Consortium	JV/Consortium allowed			
15	Annexure 6.1	Technical Proposal Cover Letter			
16	Annexure 6.4	General Information of the Bidder			
17	Standard Bid Document (SBD)/RFP	Complete Standard Bid Document (SBD) / RFP, duly signed and stamped on each page by the authorized signatory.			

7.3 Annexure: General Information of the Bidder

The Bidder shall furnish its general information in the format prescribed below.

Sr. No.	Information	Details
1	Name of the Bidder	
2	Legal Status of the Bidder (Proprietorship / Partnership / LLP / Private Limited / Public Limited / Government Company etc.)	
3	Registration / Incorporation Number and Date	
4	Registered Office Address with Contact Details (Email & Phone No.)	
5	Website Address (if any)	
6	Permanent Account Number (PAN)	
7	Goods and Services Tax Identification Number (GSTIN)	
8	Employees' Provident Fund (EPF) Registration Number	
9	Employees' State Insurance Corporation (ESIC) Registration Number	
10	Name of the Authorized Signatory	
11	Designation of the Authorized Signatory	
12	Contact Details of Authorized Signatory (Email & Phone No.)	

Authorized Signatory

Name:

Seal:

Date:

Place:

7.4 Annexure: Pre-Bid Queries Format

RFP Reference No.: _____

Name of the Work: _____

Bidder Details

Particulars	Details
Name of the Bidder / Firm	
Registered Address	
Authorized Representative	
Designation	
Telephone / Mobile No.	
E-mail ID	

Request for Clarification

S. No.	Clause No.	Page No.	Clause Description	Query / Clarification Sought
1				
2				
3				

Declaration:

I/We hereby declare that the above queries are strictly limited to seeking clarification on the provisions of the RFP and do not seek any deviation, modification, or relaxation of the terms and conditions of the RFP.

Signature of Authorized Signatory: _____

Name: _____

Designation: _____

Seal:

Date: _____ Place: _____

Notes:

- 1) Queries shall be submitted strictly in the above format only.
- 2) Queries received after the stipulated date and time shall not be considered.
- 3) Queries shall be submitted in signed & stamped PDF format.
- 4) The response to queries shall be issued through corrigendum/addendum and shall form an integral part of the RFP.

7.5 Annexure: Format for Similar Work Experience

S. No.	Particular	Details	Supporting Documents Reference (PDF/JPG File No & Page No)
1	Name of the Project / Work		
2	Work Order / Concession Award Date		
3	Name and Address of the Client		
4	Brief Scope of Work		
5	Concession Value (₹)		
6	Quantity / Scale of Work		
7	Date of Completion (Actual / Scheduled)		

Instructions / Notes:

- The Bidder shall submit details of similar works executed or under execution during the last 5 financial years, as specified in the RFP.
- Completed works shall be supported by Completion Certificates issued by the Client/Authority, clearly indicating scope, Concession value, and completion date.
- Ongoing works shall be supported by copies of Work Orders/Agreements along with a Client-issued certificate indicating the percentage of completion.
- Only experience supported by documentary evidence shall be considered for Pre-Qualification and Technical Evaluation.

Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir reserves the right to verify the submitted information from the respective Client/Authority

7.6 Annexure: Format for Average Annual Turnover

AVERAGE ANNUAL TURNOVER

The Bidder shall furnish details of its Annual Turnover for any three (3) Financial Years out of FY 2022–23, FY 2023–24, and FY 2024–25, in the format prescribed below.

Financial Information

Financial Year	Annual Turnover (₹ in Lakhs)
FY 2022–23	
FY 2023–24	
FY 2024–25	
Average Annual Turnover (₹ in Lakhs)	

Certificate from Statutory Auditor / Chartered Accountant

This is to certify that the Annual Turnover of _____ (Name and Address of the Bidder) for the above-mentioned financial years is as stated above and has been verified from the audited financial statements of the Bidder.

The turnover figures are true and correct to the best of our knowledge and belief.

Seal of the Audit/CA Firm: _____

Signature: _____

Name of the Certifying CA / Statutory Auditor: _____

Membership No.: _____

Firm Registration No.: _____

Date: _____

7.7 Annexure: Self-Declaration regarding Blacklisting / Debarment Status

(To be submitted on the Bidder's Letterhead)

I/We, _____ (Name of the Bidder), having our registered office at _____, hereby solemnly declare and confirm that:

- 1) **I/We have not been blacklisted or debarred**, as on the date of submission of the bid, **by any Central Government or State Government Department, Public Sector Undertaking (PSU), Statutory Body, or Local Authority in India.**
- 2) I/We further declare that no order of blacklisting, debarment, suspension, or banning from participation in tenders is currently in force against us by any such authority.
- 3) I/We understand that if this declaration is found to be false, incorrect, or misleading at any stage, the Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir shall be entitled to **reject the bid, cancel the Concession**, and/or take any other action as deemed fit under the tender conditions and applicable laws.
- 4) This declaration is made truthfully and in good faith.

Place: _____

Date: _____

For and on behalf of the Bidder

Authorized Signatory

Name: _____

Designation: _____

Signature: _____

Seal of the Bidder

7.8 Annexure: Self-Declaration regarding Material Litigation / Arbitration

(To be submitted on the Bidder's Letterhead)

I/We, _____ (Name of the Bidder), having our registered office at _____, hereby solemnly declare and confirm that:

- 1) I/We do not have any material litigation, arbitration, or other legal proceedings pending or ongoing as on the Bid Submission Date, which may adversely affect the performance of the Concession, if awarded.
- 2) I/We further declare that no litigation or arbitration exists that could result in a material adverse impact on our financial position, operational capacity, or contractual obligations under the subject tender.
- 3) I/We understand that in the event this declaration is found to be false, incorrect, or misleading at any stage, the Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir shall be entitled to reject our bid and/or take appropriate action in accordance with the tender conditions and applicable laws.
- 4) This declaration is made truthfully and in good faith.

For and on behalf of the Bidder

Authorized Signatory

Name: _____

Designation: _____

Signature: _____

Seal of the Bidder

Place: _____

Date: _____

7.9 Annexure: Self-Declaration regarding Non-Performing Asset (NPA) Status

(To be submitted on the Bidder's Letterhead)

I/We, _____ (Name of the Bidder), having our registered office at _____, hereby solemnly declare and affirm that:

- 1) I/We have not been classified as a Non-Performing Asset (NPA) by any Scheduled Commercial Bank or Financial Institution as on the Bid Submission Date.
- 2) I/We further confirm that all credit Facility /loan accounts, if any, maintained with banks or financial institutions are regular and not categorized as NPA as on the Bid Submission Date.
- 3) I/We understand that if the above declaration is found to be false or misleading at any stage, the Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir shall have the right to reject our bid and/or take appropriate action as per the applicable provisions of the tender document and law.

This declaration is made in good faith and with full knowledge of its legal consequences.

For and on behalf of the Bidder

Authorized Signatory

Name: _____

Designation: _____

Signature: _____

Seal of the Bidder

Place: _____

Date: _____

7.10 Annexure: Financial Bid/ Price Schedule (BOQ)

(To be Filled in Online Only)

NIT Reference No.: _____

Name of the Work: _____

Name of the Bidder: _____

Sl. No.	Description	Weightage	Unit	Quantity	Tipping Fee/Charges per Metric Ton (MT) Without GST (Rs.)
1	Tipping Fee per Metric Ton (MT) for collection, transportation, processing, and disposal of municipal solid waste in Anantnag Cluster (Anantnag, Mattan, Bijbehra), covering activities specified under Scope of Work Clauses (b), (c), (d), (e), (j), (k), (l), (m), (o) and (t)	90%	Metric Ton (MT)	1	
2	Charges/Fees for cleaning and desilting of drains of all sizes, including nallahs and irrigation canals, and for transportation of the removed silt and debris to designated collection centers or disposal sites designated by the Anantnag Municipal Council within Anantnag Cluster as specified under Scope of Work Clauses (f) and (h).	4%	Metric Ton (MT)	1	
3	Charges/Fees for the collection, transportation, and delivery of Construction and Demolition (C&D) waste to designated processing facilities or disposal sites within Anantnag Cluster, as specified under Scope of Work Clause (i).	4%	Metric Ton (MT)	1	

4	Viability Gap Funding (VGF) of up to 30% of the approved capital cost, subject to applicable guidelines and approvals, capped at maximum of Rs. 6.27 Crore.	2%	Lumpsum	1	
Total Amount (In Figure)					
Total Amount (In Word):					

Note:

- 1) This Financial Bid / Price Schedule (BOQ) format shall not be modified, altered, or replaced by the Bidder.
- 2) The Price Schedule shall be filled in and submitted online only through the designated e-procurement portal by entering values in the prescribed fields.
- 3) Any modification to the Financial Bid / Price Schedule (BOQ), item description, quantity, or unit may lead to rejection of the bid.
- 4) Bidders are permitted to enter only the quoted prices.
- 5) The quoted price shall be exclusive of Goods and Services Tax (GST). If GST becomes applicable at any stage, it shall be paid extra by Anantnag Municipal Council over and above the quoted price.
- 6) Payment shall be made on the basis of the actual quantity collected, processed and disposed of.

7.11 Annexure: Bank Guarantee Format for Earnest Money Deposit (EMD)

Bank Name: _____

Branch Address: _____

Beneficiary:

Mission Director (MD),
Swachh Bharat Mission (Urban) 2.0,
Union Territory of Jammu & Kashmir

Date: _____

Bank Guarantee No.: _____

Whereas, _____ (Name of the Bidder), having its registered office at _____ (hereinafter referred to as the "Bidder"), has submitted its Bid pursuant to the Request for Proposal (RFP) for _____ (Name of the Work/Supply/Services) issued by the Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir (hereinafter referred to as the "Authority").

And whereas, as per the provisions of the RFP, the Bidder is required to furnish a **Bid Security (Earnest Money Deposit – EMD)** in the form of a Bank Guarantee.

Now therefore, at the request of the Bidder, we, _____ (Name of the Bank), having our registered/branch office at _____, do hereby **irrevocably and unconditionally undertake** to pay the Authority, upon its **first written demand**, any sum or sums not exceeding ₹ _____ (**Rupees _____ only**), without demur, reservation, contest, or protest and without any reference to the Bidder.

We further undertake that any such demand made by the Authority shall be **conclusive and binding** on us, notwithstanding any dispute or difference raised by the Bidder. The Authority shall not be required to prove or show grounds or reasons for its demand.

This Bank Guarantee shall remain **valid up to** _____, and any claim or demand under this Guarantee must be received by us on or before the said date. Unless a demand or claim is received by us on or before the said date, this Guarantee shall become null and void and shall stand automatically discharged.

We hereby agree that this Guarantee shall be governed by and construed in accordance with the laws of India and shall be subject to the **jurisdiction of the courts at Jammu**.

For _____

(Name of the Bank)

Authorized Signatory: _____

Name: _____

Designation: _____

Signature: _____

Seal of the Bank

7.12 Annexure: Format of Performance Security (Performance Bank Guarantee)

Bank Guarantee No.: _____

Date: _____

Amount: ₹ _____ (Rupees _____ only)

To
Mission Director (MD),
Swachh Bharat Mission (Urban) 2.0,
Union Territory of Jammu & Kashmir

WHEREAS,

_____ (Name of the Agency / Bidder), having its registered office at _____ (address) (hereinafter called "the Agency"), has entered into a Concession dated _____ bearing Concession No. _____ with _____ Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir (hereinafter called "the Authority") for _____ (Name of the Work/Supply/Services) (hereinafter called "the Concession").

AND WHEREAS,

As per the terms and conditions of the Concession, the Concessionaire is required to furnish a Performance Security for an amount of ₹ _____ (Rupees _____ only) to ensure due and faithful performance of the obligations under the Concession.

NOW THEREFORE,

We, _____ (Name of Bank), having our Head Office at _____ (address) and a branch office at _____ (address) (hereinafter referred to as "the Bank"), do hereby **irrevocably and unconditionally guarantee** and undertake to pay the Authority, on its first written demand, without any demur, protest, or contestation, the said amount or any part thereof, notwithstanding any dispute or differences raised by the Concessionaire in any court, tribunal, or authority.

The Bank further agrees that:

- 1) The guarantee shall remain valid and enforceable until _____ (date), including any extension thereof, as may be required under the Concession.
- 2) The Authority shall be the sole judge of any breach of the terms and conditions of the Concession by the Concessionaire.
- 3) The Bank shall not require the Authority to invoke any legal remedies against the Concessionaire before invoking this guarantee.
- 4) This guarantee shall be irrevocable and shall not be discharged except with the prior written consent of the Authority.
- 5) Any change in the constitution of the Concession Agreement or the Bank shall not affect the validity of this guarantee.

Notwithstanding anything contained herein,

The liability of the Bank under this guarantee shall not exceed ₹ _____ (Rupees _____ only), and this guarantee shall remain in force up to _____, unless extended as per the instructions of the Authority.

This guarantee shall be governed by and construed **in accordance with the laws of India**, and the **courts at Jammu** shall have exclusive jurisdiction.

For and on behalf of

(Name of the Bank)

Authorized Signatory

Name: _____

Designation: _____

Signature: _____

Seal of the Bank

7.13 Annexure: Power of Attorney for Authorized Signatory

(To be executed on non-judicial stamp paper of ₹100/- and duly notarized)

POWER OF ATTORNEY

WHEREAS,

the Authority (hereinafter referred to as "Mission Director (MD), Swachh Bharat Mission (Urban) 2.0, Union Territory of Jammu & Kashmir") has invited bids through a Request for Proposal (RFP) for the _____ (Name of the Work/Supply/Services)

WHEREAS,

_____, a _____ (legal status of the Bidder), having its registered office at _____ (hereinafter referred to as the "Bidder"), is desirous of participating in the above-mentioned bid process in accordance with the terms and conditions of the RFP and other related documents.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT

We, the Bidder, do hereby irrevocably appoint, nominate, constitute, and authorize Mr./Ms. _____, son/daughter of _____, residing at _____, holding the designation of _____, as our true and lawful Attorney (hereinafter referred to as the "Authorized Signatory") to do, execute, and perform on behalf of the Bidder all or any of the following acts, deeds, and things in connection with the said RFP and the Project, including but not limited to:

- a) Signing and submission of the Technical Bid, Financial Bid, and all other documents, annexures, declarations, undertakings, and correspondence.
- b) Participating in pre-bid meetings, bid opening proceedings, negotiations, and discussions with the Authority or its authorized representatives.
- c) Submitting clarifications, additional documents, or information as may be required by the Authority;
- d) Signing and executing the Letter of Acceptance (LoA), Concession Agreement, and all related documents pursuant to award of the Concession; and
- e) Generally representing the Bidder in all matters relating to or arising out of the bidding process and the Project until execution of the Concession Agreement with the Authority.

We hereby agree to ratify and confirm all acts, deeds, and things lawfully done or caused to be done by the said Authorized Signatory in exercise of the powers conferred by this Power of Attorney, and all such acts shall be deemed to have been done by us.

This Power of Attorney shall remain valid and binding until completion of the bid process and execution of the Concession Agreement, unless revoked earlier in writing.

IN WITNESS WHEREOF, we, the Bidder, have executed this Power of Attorney on this ____ day of _____, 20.

For and on behalf of _____ (Name of the Bidder)

Signature: _____

Name: _____

Designation: _____

Seal of the Bidder

7.14 Annexure: Format for Consortium / Joint Venture Agreement

(To be executed on Non-Judicial Stamp Paper of ₹100/- and notarized)

CONSORTIUM AGREEMENT

This Consortium Agreement ("Agreement") is entered into on this ___ day of ____, 20.

BY AND BETWEEN

1. **M/s** _____, a company incorporated under the Companies Act, having its registered office at _____ (hereinafter referred to as the "Lead Member");
- AND**
2. **M/s** _____, a company incorporated under the Companies Act, having its registered office at _____ (hereinafter referred to as the "Member");
- AND**
3. **M/s** _____, a company incorporated under the Companies Act, having its registered office at _____ (hereinafter referred to as the "Member"); **(if applicable)**

(Collectively referred to as the "**Consortium/JV**")

IN RESPECT OF

"Selection of Agency for Establishment, Operation and Maintenance of 111 TPD Integrated Solid Waste Management (ISWM) Project in Anantnag Cluster (Anantnag, Mattan, Bijbehra), Union Territory of Jammu & Kashmir, on Design, Build, Finance, Operate and Transfer (DBFOT) basis under Public-Private Partnership (PPP) mode"

1. The Parties hereby agree to form a Consortium/JV for the purpose of:
 - Participating in the RFP process
 - Implementing the Project if awarded
 - Designing, building, financing, operating, and maintaining (DBFOT) of the ISWM Project
2. M/s _____ shall act as the Lead Member of the Consortium.
The Lead Member shall:
 - Represent the Consortium during bidding
 - Be responsible for overall project execution
 - Hold minimum 51% equity in the SPV
3. The roles and responsibilities of each member shall be as follows:
Lead Member
 - Overall project management
 - Financial closure and coordination
 - Compliance with Concession Agreement**Member 1**
[e.g., Waste collection & transportation.....]
Member 2 (If applicable)
[e.g., Processing plant development & O&M.....]
(To be filled by bidders as applicable)
4. The Parties agree to the following equity participation in the proposed SPV:
Member Name & Equity Share (%)

Lead Member _____ % (Minimum 51%)
Member 1 _____ %
Member 2 _____ %
Total = 100%

5. All members of the Consortium shall be jointly and severally liable to the Authority for:
 - Submission of the Bid
 - Performance of obligations
 - Execution of the Project
6. Upon award of the Project, the Consortium shall incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013.

The SPV shall:

- Enter into the Concession Agreement
 - Execute the Project
 - Maintain the agreed shareholding structure
7. The Lead Member shall maintain:
 - Minimum 100% equity till at least 5 years post COD
 - Other members shall maintain their equity as committed.
 - No change in shareholding shall be permitted without prior approval of the Authority.
 8. This Agreement shall remain valid:
 - During the bidding process
 - Throughout the Concession Period (**20 years**)
 - Until completion of all obligations

9. The Members agree that:
 - They shall not participate in any other bid for the same Project
 - They shall not form another JV for this RFP

10. The Members hereby authorize the Lead Member to:

- Submit the Bid
- Sign documents
- Represent the Consortium
- Execute agreements

A separate **Power of Attorney as per Annexure 7.15 (Format for Power of Attorney for Consortium / JV)** shall be submitted.

11. This Agreement shall be governed by the laws of India and subject to jurisdiction of courts at Jammu & Kashmir.

12. Any disputes arising shall be resolved:

- Amicably within 30 days
- Failing which, through arbitration as per the Arbitration and Conciliation Act, 1996

13. This Agreement shall not be terminated except:

- With prior approval of the Authority
- Upon completion of the Project and obligations

14. MISCELLANEOUS

- This Agreement is binding on all Parties
- Amendments require written consent of all members and approval of Authority
- In case of conflict, RFP provisions shall prevail

IN WITNESS WHEREOF

The Parties have executed this Agreement on the day and year first above written.

Lead Member

Member 1

Member 2 (if applicable)

(Signature)
Name:
Designation:
Company Seal

(Signature)
Name:
Designation:
Company Seal

(Signature)
Name:
Designation:
Company Seal

WITNESSES:

1. Name & Signature: _____

2. Name & Signature: _____

7.15 Annexure: Format for Power of Attorney for Consortium / JV

(To be executed on Non-Judicial Stamp Paper of ₹100/- and notarized)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT:

We, the undersigned:

1. M/s _____, having its registered office at _____;
2. M/s _____, having its registered office at _____;
3. M/s _____, having its registered office at _____ (if applicable),

(Hereinafter collectively referred to as the "Consortium / Joint Venture (JV)")

IN RESPECT OF

"Selection of Agency for Establishment, Operation and Maintenance of 111 TPD Integrated Solid Waste Management (ISWM) Project in Anantnag Cluster (Anantnag, Mattan, Bijbehra), Union Territory of Jammu & Kashmir, on Design, Build, Finance, Operate and Transfer (DBFOT) basis under Public-Private Partnership (PPP) mode"

1. We hereby nominate and appoint:

M/s _____ (Lead Member)

as our true and lawful Attorney (hereinafter referred to as the "Attorney") to act on behalf of the Consortium/JV.

2. The Attorney is hereby authorized to do the following acts, deeds, and things on behalf of the Consortium:

- To prepare, sign, submit, and modify the Bid/Proposal
- To submit clarifications, undertakings, and declarations
- To attend pre-bid meetings and negotiations
- To correspond with the Authority and receive communications
- To execute agreements, including the Concession Agreement, if awarded
- To sign all documents required for participation in the bidding process
- To represent the Consortium in all matters relating to the Project

3. We, the members of the Consortium, hereby agree that:

- All acts, deeds, and things done by the Attorney shall be binding on all members
- We shall be jointly and severally liable for the obligations of the Project

4. This Power of Attorney shall remain valid:

- For the entire bidding process
- Until execution of the Concession Agreement
- And thereafter, as required under the Concession Agreement

5. We hereby agree to ratify and confirm all acts done by the said Attorney pursuant to this Power of Attorney.

6. This Power of Attorney is irrevocable and shall not be revoked without prior written consent of the Authority.

7. This Power of Attorney shall be governed by the laws of India and subject to jurisdiction of

courts at Jammu & Kashmir.

IN WITNESS WHEREOF

The JV/Consortium members have executed this Power of Attorney on this ___ day of ____, 20.

For and on behalf of JV/ Consortium Members

Lead Member

(Signature)
Name:
Designation:
Company Seal

Member 2

(Signature)
Name:
Designation:
Company Seal

Member 3 (if applicable)

(Signature)
Name:
Designation:
Company Seal

ACCEPTED BY

Lead Member (Attorney)

(Signature)
Name:
Designation:
Company Seal

WITNESSES

1. Name & Signature: _____

2. Name & Signature: _____

TECHNICAL FEASIBILITY REPORT

Integrated Solid Waste Management (ISWM) Project

(including door-to-door waste collection, transportation, processing and disposal, road sweeping and drain, nullah and cleaning of irrigation canals), collection and transportation of C&D waste for Anantnag Cluster (Anantnag, Bijbehra & Mattan) on Public Private Partnership (PPP) mode, DBFOT basis



Mission Director

Swachh Bharat Mission(U) – 2.0

Jammu & Kashmir