



एक कदम स्वच्छता की ओर

REQUEST FOR PROPOSAL

for

SELECTION OF AGENCY

**FOR PROCESSING OF DAILY GENERATED
MUNICIPAL SOLID WASTE UNDER MCG Recall**



(Municipal Corporation, Gurugram)

Revised RFP - 10th June, 2025





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NOTICE INVITING REQUEST FOR PROPOSAL (RFP)
COMMISSIONER, Municipal Corporation, Gurugram

No. _____

DATED:

Online bids are hereby invited on behalf of Commissioner Municipal Corporation Gurugram, as the case may be, from eligible entities for the below mentioned work for 03 years.

Name of Work	Estimated Project Cost (In Cr.)	Bid Security/ EMD	Performance Security(10% of Contract amount of the one year of the project cost)	RFP Document Fee
SELECTION OF AGENCY FOR PROCESSING OF DAILY GENERATED MUNICIPAL SOLID WASTE.recall	40.99	81,99,559/-	4,09,97,726	INR 25,000/- only.

- RFP documents can be seen on and downloaded from the portal: <http://etenders.hry.nic.in> by the eligible entities registered on the portal.
- The bidder shall deposit a non-refundable tender document fee towards the purchase of the bidding documents. The document fee has to be paid online through the payment gateway during the “Downloading of RFP document & payment of the RFP document Fee” Stage.
- Cost of processing fee of INR 1,180/- (INR One Thousand One Hundred Eighty Rupees & Zero Paise only) i.e. has to be paid online through the payment gateway.
- As the bids are to be submitted online and are required to be encrypted and digitally signed, the Bidder(s) are advised to obtain a Digital Signature Certificate (DSC) at the earliest, as per the process mentioned in the RFP document.
- Possession of DSC and registration of the bidder(s) on the portal i.e. <http://etenders.hry.nic.in> is a prerequisite for e-tendering.
- The DNIT may be postponed or cancelled at any time due to administrative reasons and no claim shall be entertained on this account.
- The Performance security shall be submitted in the form of a Fixed Deposit in the name of the concerned Commissioner, MCG. The FD submitted by the selected bidder/contractor/ agency shall be valid for 3 years + 2 year till the Swachh Survekshan result is declared for that year (i.e., 4th year). It is further clarified that if the Swachh Survekshan result gets delayed, the agency shall submit an extended performance security in the form of FD for Six (6) months or more as per requirement.

For further details and e-tendering schedule, visit website <http://etenders.hry.nic.in>

-Sd-
Commissioner,
Municipal Corporation,
Gurugram



DISCLAIMER

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of ULB or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by ULB to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their key submissions, technical bid and financial bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by ULB in relation to the Project.
3. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for ULB, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources on its own.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ULB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The ULB, its employees and advisors, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with pre-qualification of Bidders for participation in the bidding Process.
6. The ULB also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
7. The ULB may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the ULB or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the ULB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.



DEFINITIONS

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning as ascribed herein. The words and expressions beginning with capital letters but not defined herein, but defined in the Contract Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein. The under mentioned words and expressions used in this RFP shall have the meaning set out below:

Applicable Law	Shall mean all laws, acts, ordinances, rules, regulations, notifications, guidelines brought into force and effect by the Government of India or the State Government of Haryana, including rules, regulations, notifications including SWM Rules 2016, PWM Rules 2016, E-waste Management Rules 2022, CPCB Guidelines, Bio-Medical Waste Management Rules 2016, as amended from time to time and judgments, decrees, injunctions, writs and orders of any court of record including directions issued by Hon'ble NGT from time to time, as may be in force and effect during the subsistence of the Contract Agreement
Applicable Permits	Shall mean all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals including environment clearance etc. from the statutory authorities and exemptions required to be obtained or maintained under Applicable Laws in connection with the services, construction, operation and maintenance of the Project during the subsistence of the Contract Agreement
Contract Agreement	Shall mean the agreement to be executed by the Bidder with the ULB for discharging obligations related to the Project and includes any amendment or modification made to the said agreement in accordance with the provisions thereof
Contract Period	Shall mean the period of 03 years, commencing from the date of the execution of the Contract Agreement.
Contractor/ Agency	Shall mean the selected bidder to implement the project and sign the contract agreement with the ULB
“Commercial Operations Date” or “COD”	Shall mean the date when the processing of daily generated Municipal Solid Waste starts, pursuant to the provisions of the contract agreement
Inert	Inert waste is waste which is neither chemically nor biologically reactive and will not decompose or only very slowly. This has particular relevance to landfills as inert waste.
Municipal Solid Waste (MSW)	Shall mean the Municipal Solid Waste as described under the Solid Waste Management Rules, 2016 (<i>or as amended from time to time</i>) & SWM by-laws
Project	Shall mean the Processing of Daily Generated Municipal Solid Waste



	as per terms and conditions of the contract agreement
Selected Bidder	Shall mean the bidder that has been issued the Letter of Award (LOA) by the ULB for the project
Sanitary Landfill Facility (SLF)	Shall mean the final and safe disposal of residual solid waste and inert wastes on land in a facility designed with protective measures against pollution of ground water, surface water and fugitive air dust, wind-blown litter, bad odour, fire hazard, animal menace, bird menace, pests or rodents, green-house gas emissions, persistent organic pollutants slope instability and erosion.
SWM Rules	Shall mean the Solid Waste Management Rules, 2016 framed by the Government of India under the Environment (Protection) Act, 1986 (Act 29 of 1986)
ULB	Shall mean the Urban Local Body operating in Gurugram of the State of Haryana
Waste Generator	Shall mean persons or establishments generating MSW within the jurisdiction of the concerned ULB
Bulk Waste Generator (BWGs)	Shall mean buildings occupied by the central government departments or undertakings, state government departments or undertakings, local bodies, public sector undertakings or private companies, hospitals, nursing homes, schools, colleges, universities, other educational institutions, hostels, hotels, restaurants, dhaba's, commercial establishments, high rise buildings, residential societies, markets, places of worship, stadium and sports complexes etc. having an average waste generation rate exceeding 100kg per day (of all waste streams put together) or as per by laws notified by concerned ULB



1. INTRODUCTION

1.1. PROJECT BACKGROUND

1.1.1. MC, Gurugram has initiated the online bidding process for selection of bidder (contractor/agency) for providing the services detailed in the Request for Proposal. MC, Gurugram has decided to carry out the bidding process (defined hereinafter) for the selection of the bidder to whom the project may be awarded.

1.1.2. The CMC has invited tender by area wise as per quantity of MSW to be processed depending upon the need and circumstances of the concerned ULB. Further, CMC, after following the due administrative process and ensuring compliance with applicable guidelines, may also decide to invite single consolidated tender of processing of MSW covering two or more ULBs under his/her jurisdiction.

1.1.3. The brief particular of the Project are as follows:

Name of the Project	Estimated Project Cost (INR, in Cr.)	Total Waste Generated per day (in Tonnes)
SELECTION OF AGENCY FOR PROCESSING OF DAILY GENERATED MUNICIPAL SOLID WASTE	40.99	920

1.2 GENERAL INFORMATION

1.2.1 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the contractor/agency set forth in the contract agreement or ULB's right to amend, alter, change, supplement or clarify the scope of project, the contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the bidding documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the ULB.

1.2.2 The ULB shall receive bid proposal(s) pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the ULB pursuant to this RFP, as modified, altered, amended and clarified from time to time by the ULB (collectively the "Bidding Documents"), and the Bid shall be prepared and submitted in accordance with such terms on or before the date specified for submission of the Bid (the "Bid Due Date").

1.3 ANNULMENT OF CONTRACT

The contract will be annulled in following conditions:

1.3.1 In case contractor/agency fails to process the obligated quantity of MSW after COD for a period of thirty (30) days consecutively provided that neither the plant is under maintenance nor event of default by ULB has occurred as per terms and condition of RFP.

1.3.2 In case the contractor/agency fails to achieve any of the project milestones due in accordance with respective scheduled, milestones date, as set in the RFP under **SECTION 7: PROJECT MILESTONES/TIMELINES**.

1.3.3 The contractor/agency fails to start the operation and deployment of all machinery/assets required for the commencement of work within **one hundred twenty (120) days** from the



signing of the contract agreement. Further, if the contractor/agency fails to provide the details of all machinery/assets within stipulated time period, then contract agreement shall be revoked by the concerned ULB and performance security in the form of FD shall be forfeited.



2 **BRIEF DESCRIPTION OF BIDDING PROCESS**

2.1 GENERAL

The ULB has adopted a single stage online bidding process consisting of submission of a technical bid and a financial bid (both terms are defined hereafter) (the “**Bidding Process**”) for selection of the bidder for award of the project. Any person intending to participate in the bidding process online is required to get registered for the electronic tendering system on the portal <http://etenders.hry.nic.in>. For more details, please see the information in registration info link on the home page.

Eligibility and qualification of the bidder (The “**Bidder**”, which expression shall, unless repugnant to the context, include the members of the consortium) will be first examined based on the details submitted (“**Technical Bid**”) with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid submitted online (“**Financial Bid**”) shall be opened of only those bidders whose technical bids are responsive to eligibility and qualifications requirements as per this RFP. For avoidance of doubt, it is clarified that financial bid has to be submitted online only. No physical hard copy of technical bid(s) & financial bid(s) is to be submitted by the bidder(s).

2.1.1 Bidders shall be required to examine the project in greater detail, and carry out, at their cost, before submitting their respective bid for award of the project.

2.1.2 The bids are to be submitted online and are required to be encrypted and digitally signed, therefore, the bidder(s) are advised to obtain DSC as per details mentioned below;

OBTAINING A DIGITAL CERTIFICATE:

2.1.2.1 The bids submitted online should be signed electronically with a digital certificate to establish the identity of the bidder bidding online.

2.1.2.2 The bidder(s) may obtain class II digital certificate from any certifying authority or sub-certifying authority authorized by the controller of certifying authorities on the portal <http://cca.gov.in>, or may obtain information and application format and documents required for issue of digital certificate from one such certifying authority on given below which is;

- i. TATA Consultancy Services Ltd.
11th Floor, Air India Building, Nariman Point, Mumbai - 400021
Website: www.tcs-ca.tcs.co.in
- ii. Sify Communications Ltd.
IIIrd Floor, Tidel Park, 4 Canal Bank Road, Taramani, Chennai - 600113
Website: www.safescrypt.com
- iii. MTNL Trustline CA
O/o DGM (IT-CA), 5515, 5th Floor, Core-V Mahanagar Doorsanchal Sadan, CGO Complex, MTNL, Delhi – 125003
Website: www.mtnltrustline.com
- iv. iTrust CA (IDRBT)
Castle Hills, Road No.1, Masab Tank, Hyderabad, Andhra Pardesh-500057
Website: www.idrbtca.org.in
- v. (n)Code solutions



301, GNFC Tower, Bodak Dev, Ahmedabad - 380054, Gujarat

Website: www.ncodesolutions.com

vi. National Informatics Centre Ministry of Communication and Information Technology,

A-Block CGO Complex, Lodhi Road, New Delhi - 125003

Website: <https://nicca.nic.in>

vii. e-Mudhra CA

3i Info-tech Consumer Services Ltd, 3rd Floor, Sai Arcade, Outer Ring Road, Devarabeesanahalli, Bangalore - 560036, Karnataka

Website: <http://www.e-Mudhra.com>

- 2.1.2.3 Bids in response to the RFP may be submitted only using the digital certificate. In case, during the process of a particular tender, the user loses his digital certificate (i.e. due to virus attack, hardware problem, operating system problem), he may not be able to submit the bid online. Hence, the users are advised to have back up of certificate and keep the copies at safe place under proper security to be used in case of emergencies.
- 2.1.2.4 If the digital certificate issued to the authorized user of the bidder is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate/power of attorney to that user. The bidder has to authorize a specific individual via an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology, Act 2000. Unless the certificates are revoked, it will be assumed to give adequate authority to the user to submit a bid on behalf of the entity for the project, as per Information Technology, Act 2000. The digital signature of this authorized user will be binding on the entity submitting the bid. It shall be the responsibility of the Management/Directors/Partners of the registered entities/bidders to inform the certifying authority or sub-certifying authority, in case of change of authorized user and applies for a fresh digital certificate and issues an “authorization certificate” for the new user. The procedure for application of a digital certificate will remain the same for the new user.
- 2.1.3 The ULB reserves the right to visit at its own cost, one or more project as mentioned/informed listed by the bidder(s) in its list of experience, to independently verify and satisfy itself about the quality of work performed and also verify the certificates filed by the bidder(s), as part of bidding documents. Bidder(s) shall be responsible to organize meetings with their respective clients and also take around ULB team in the project.
- 2.1.4 Any queries or request for additional information concerning this RFP shall be submitted through email-on-email id mentioned in this RFP document ee.sbm@mcg.gov.in. Bidder(s) are advised to be specific and pose clause wise queries in an unambiguous manner. The ULB reserves the right not to respond to vague and frivolous queries.

The subject of the email shall mention the following:

“QUERIES/REQUEST FOR ADDITIONAL INFORMATION: RFP for **SELECTION OF AGENCY FOR PROCESSING OF DAILY GENERATED MUNICIPAL SOLID WASTE** for a **Gurugram** of the state of Haryana)”



The Pre-Bid queries should be submitted in the format specified below to be considered for response. Pre-Bid queries not submitted in the prescribed format shall not be responded to. All the queries shall be strictly typed/neatly written as per the following format:

S.No.	Particulars	Details
1	Organization	
2	Document Name	
3	Page Number	
4	Clause Number	
5	Query	
6	Suggestion, if any	
7	Name & Designation of point of contact	
8	Contact No. & Email ID	

2.2 SCHEDULE OF BIDDING PROCESS

The ULB would endeavour to adhere to the following schedule: However, the ULB may, at its own discretion, revise or extend any of the timelines set-forth in this schedule;

S.No.	Stage	Contractor Stage	Start Date & Time	Expiry Date & Time	Stage(s)
1	Release of Tender		08.06.2026	08.06.2026	-
2	-	Tender Download	08.06.2026	29.06.2026 12:00 Hrs	-
3	Pre-Bid Meeting		15.06.2026	15.06.2026	-
4	-	Submit Bid(s) Online	08.06.2026	29.06.2026 12:00 Hrs	<ul style="list-style-type: none">• Bid Security/EMD;• Technical Bid;• Financial Bid.
5	Open EMD & Technical Bid/PQ Bid		29.06.2026 15:00 Hrs		-

- 2.2.1 The pre-bid meeting will be held on *15.06.2026, 12:00 Hrs* in the MCG office conference hall at sector-34, GTPL building, Gurugram.
- 2.2.2 Any queries relating to bidding document should be given in favour of Commissioner Municipal Corporation, Gurugram of the state of Haryana until the pre-bid meeting.
- 2.2.3 Bidder(s) participating in e-tendering shall check his/her validity of digital signature certificate before bidding in the specific work floated online at e-tendering portal of Municipal Corporation, Gurugram of the state of Haryana, on the website <https://etenders.hry.nic.in>. Also, bidder(s) will be held liable solely, in case, while bidding in particular stage - date & time expired as per the key dates available on the RFP document.



Key dates are subject to change in case of any amendment in schedule due to any reason stated by concerned official of the ULB.

2.3 INSTRUCTIONS TO BIDDER(S)

2.3.1 Number of bids and costs thereof:

No bidder(s) shall submit more than one bid for the project. The bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. The ULB will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process. Sub-letting of the work in no case shall be allowed. **Also, Joint Venture/ Consortium is not allowed for this work.**

2.3.2 Opening of an Electronic Payment Account:

For purchasing the RFP Documents online, bidder(s) are required to pay the documents fees online using the electronic payments gateway service. For the list of payment options through which the online payments can be made, please refer to the home page of the portal <https://etenders.hry.nic.in>

2.3.3 Cost of RFP Document Fee:

The cost of the RFP document is INR 25,000/- (INR Twenty-Five Thousand only). This fee is non-refundable. For details, please refer to **NOTICE INVITING REQUEST FOR PROPOSAL (RFP)**.

2.3.4 Submission of RFP Document Fee:

As applicable RFP Document Fee (i.e. non-refundable) has to be paid through RTGS/NEFT during the “Downloading of RFP Document & Payment of RFP Document Fees” in favour of “Commissioner Municipal Corporation, Gurugram); A/c No.: *(to be provided)*, IFSC: *(to be provided)*”.

2.3.5 Submission of Bid Security/EMD:

As applicable bid security/EMD has to be paid online through payment gateway available online mode.

2.3.6 Right to accept and to reject any or all Bids:

2.3.6.1 Notwithstanding anything contained in this RFP, the ULB reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.3.6.2 The ULB reserves the right to verify all statements, information and documents submitted by the bidder(s) in response to the RFP or the bidding documents. Failure of the ULB to undertake such verification shall not relieve the bidder(s) of its obligations or liabilities hereunder nor will it affect any rights of the ULB thereunder.



- 2.3.6.3 The ULB reserves the right to reject any proposal and appropriate the bid security/EMD if in case it is found during the evaluation or at any time before signing of the contract agreement or after its execution or during the period of subsistence of the contract agreement that:
- i. The bidder has made a material misrepresentation or has furnished any materially incorrect or false information, or
 - ii. The bidder does not provide, within the time specified by the ULB, the supplemental information sought by the ULB for evaluation of the proposal.
- 2.3.6.4 Any misrepresentation furnishing any improper response shall lead to disqualification of the bidder. The bidder shall be disqualified forthwith if not yet appointed as the contractor/ agency either by issuance of the Letter of Award (“LOA”) or entering into of the contract agreement, and if the bidder has already been issued the LOA or has entered into the contract agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFP, be liable to be terminated, by a communication in writing by the ULB to the bidder, without the ULB being liable in any manner whatsoever to the bidder or contractor/agency, as the case may be. In such an event, the ULB shall forfeit the bid security or EMD and the bidder/selected bidder or contractor/agency shall be debarred for next Two (2) Years in the state of Haryana.
- 2.3.6.5 Further, in case disqualification or rejection occur after appointment of selected bidder or in case the selected bidder does not sign the contract agreement, then the ULB shall take any such measure as it deems fit in the sole discretion of the ULB, including annulling the bidding process and proceeding with re-tendering the services. In such an event, the ULB shall forfeit the bid security or EMD and the bidder/selected bidder shall be debarred for next Two (2) Years in the state of Haryana.
- 2.3.6.6 Any entity which has been barred by the Central/State Government, or any entity controlled by the Central/State Government, from participating in any project, and the bar subsists as on the date of bid the said entity would not be eligible to submit a bid for the project, either individually or as member of a consortium.
- 2.3.6.7 A bidder(s), in the last Three (3) Years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder(s), as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such bidder(s).
- 2.3.7 Other Instructions:
- 2.3.7.1 The bidder(s) shall submit details of their financial bid in the online templates of the online bid.
- 2.3.7.2 The financial bid has to be submitted mandatorily online and shall not be accepted physically under any circumstances. In case any bidder does not comply with procedure given above, the bidder shall be disqualified from the bid. Such defaulting bidder may be de-listed without any notice for failing to abide by the



strictly approved terms of notice inviting proposals in response to the RFP.

- 2.3.7.3 The bids which are not accompanied by the bid security/EMD or proof of bid security/EMD or proof w.r.t. exemption of bid security/EMD, do not strictly follow the requirements set out in the bidding documents, are liable to be rejected summarily.
- 2.3.7.4 Bids which are subjective or dependent upon the quotations of another bidder(s) shall be summarily rejected.
- 2.3.7.5 The bids of the bidder(s) which do not satisfy the eligibility criteria in the RFP document are liable to be rejected summarily without assigning any reason and no claim what so ever on any account will be considered in such cases of rejection.

2.4 AMENDMENT OF RFP

- 2.4.1 At any time prior to the deadline for submission of bids, the ULB may, for any reason, whether at its own initiative or in response to clarifications requested by Bidders, modify the terms of this RFP by the issuance of any addendum/corrigendum.
- 2.4.2 In order to provide the bidder(s) a reasonable time for taking an addendum or corrigendum into account, or for any other reason, the ULB may, in its sole discretion, extend the bid due date.

2.5 PREPARATION AND SUBMISSION OF BIDS

2.5.1 LANGUAGE AND CURRENCY

- 2.5.1.1 The bid and all related correspondence and documents shall be written in English only. Supporting documents and printed literature furnished by the bidder(s) with the bid may be in any other language provided that they are accompanied by an appropriate translation into English and the same to be notarised. Supporting materials that are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the bid the English translation shall prevail.
- 2.5.1.2 The currency for the purpose of the bid shall be Indian National Rupee (INR).

2.5.2 VALIDITY OF BID

- 2.5.2.1 The bid shall indicate that it would remain valid for a period of One Hundred Eighty Days (180) from the bid due date (bid validity period). The ULB reserves the right to reject any bid that does not meet this requirement.
- 2.5.2.2 Prior to expiry of the original bid validity period, the ULB may request the bidder(s) to extend the period of validity for a specified additional period. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be allowed to modify its bid, but would be required to extend the validity of its bid security/EMD for the period of extension.



2.6 BID SECURITY/EMD

- 2.6.1 The bidder(s) will be required to deposit, along with the proposal, a bid security/EMD as specified under **NOTICE INVITING REQUEST FOR PROPOSAL (RFP)** accordingly, As applicable bid security/EMD has to be paid online through RTGS/NEFT/any other available online mode, in the favour of “Commissioner, Municipal Corporation, Gurugram; A/c No.: **(to be provided)**, IFSC: **(to be provided)**”. The bid shall be summarily rejected if it is not accompanied by the specified bid security/EMD.
- 2.6.2 The bid security/EMD shall be returned to unsuccessful bidder(s) within a period of thirty (30) days from the date of announcement of the successful bidder. The bid security/EMD submitted by the successful bidder shall be released upon furnishing of the performance security in the form and manner stipulated in the contract agreement.
- 2.6.3 The bid Security/EMD shall be forfeited in the following cases;
- 2.6.3.1 If the bidder withdraws its bid during the interval between the bid due date and expiration of the bid validity period, and
- 2.6.3.2 If successful bidder fails to provide the performance security within the stipulated time or any extension thereof provided by the ULB.
- 2.6.3.3 For grounds provided in the bid security/EMD, bidder(s) may note that the ULB will not entertain any deviations to the RFP document at the time of submission of the bid or thereafter. The bid to be submitted by the bidder(s) will be unconditional and unqualified and the bidder(s) would be deemed to have accepted the terms and conditions of the RFP document with all its contents including the contract agreement. Any conditional bid shall be regarded as non-responsive and would be liable for rejection.
- 2.6.3.4 If during the evaluation of the bids or at any later stage, if any of submitted document is found to be forged. Further, the firm shall be blacklisted/debarred for two (2) years in the state of Haryana EMD/performance bank security submitted in the form of FD shall be forfeited.

2.7 CORRESPONDENCE

- 2.7.1 All necessary correspondence/enquiries in hard copies should be submitted to the following in writing by courier/email/fax/post:

Attention of:	
Designation	Executive Engineer-SBM
Address	C-1, GTPL Building, Infocity-I, Sector-34, Gurugram
Fax No.	Nil
E-Mail ID	ee.sbm@mcg.gov.in

- 2.7.2 No interpretation, revision, or other communication from the ULB regarding this solicitation shall be valid unless it is in writing and is signed by the authorized signatory of the ULB. The ULB may choose to send to all bidder(s) or will upload on the website



ee.sbm@mcg.gov.in written copies of ULB's responses, including a description of the enquiry.

2.8 FORMAT AND SIGNING OF BID

- 2.8.1 The bidder shall provide all the information sought under this RFP and upload the same online as a part of its online submission of bid as well as by way of physical submission of original copy of the enclosures of bid, as specified in this RFP. The ULB will evaluate only those bids that are received in the required formats and complete in all respects. Any and all conditional bids shall be liable to be summarily rejected.
- 2.8.2 The bidder(s) shall submit their bid(s) online consists of:
- 2.8.2.1 Bid Security/EMD Deposit
The online Bid Security shall contain reference details of the Bid Security/EMD Deposit instrument and scanned copy of documents.
- 2.8.2.2 Technical Bid
The online Technical Bid shall contain the information and scanned copies of the Documents/Certificates as required to be submitted supporting Eligibility Criteria and Technical Bid as specified in Clause 2.8.4.
- 2.8.2.3 Financial Bid
To be only submitted mandatory online "*Information related to Price Bid of the Tender*". Price Bid should not be submitted in the form of hard copy.
- 2.8.3 The Bidder(s) can submit their RFP documents as per the dates mentioned in the schedule above, subject to the following conditions:
- 2.8.3.1 The bid without bid security/EMD will not be opened.
- 2.8.3.2 The bid of the bidder(s) who does not satisfy the eligibility and technical bid criteria in the bid documents is liable to be rejected summarily without assigning any reason and no claim whatsoever on this account will be considered.
- 2.8.3.3 The bid(s) submitted by the bidder(s) shall remain open for acceptance during the bid validity period to be reckoned from the date of "online bid preparation and submission". If any bidder(s) withdraws his bid(s) before the said period, any modifications in the terms and conditions of the bid(s), the said bid security/EMD shall stand forfeited. Bid(s) would require to be valid for one hundred eighty days (180) from the bid due date of "online bid preparation and submission stage".
- 2.8.3.4 The bid security/EMD shall be returned to unsuccessful bidder(s) within a period of thirty (30) days from the date of announcement of the successful bidder without any interest.
- 2.8.4 Technical bid shall include scan copies of:
- Acknowledgement of RFP document and notification of intent to submit bid Appendix as per **APPENDIX-I: FORMAT FOR ACKNOWLEDGEMENT OF RFP DOCUMENT**.
 - Covering letter cum project undertaking as per **APPENDIX-II: FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERSTANDING**.



- iii. Power of Attorney for signing the bid as per the format at **APPENDIX-III: FORMAT FOR POWER OF ATTORNEY (POA) FOR SIGNING APPLICATION.**
- iv. Details of Technical staff along with their Bio-data as per the format at **APPENDIX-IV: FORMAT FOR DETAILS OF TECHNICAL STAFF**
- v. Self-Certification regarding non-blacklisting as per the format **APPENDIX-V: FORMAT FOR UNDERTAKING FOR NON-BLACKLISTING OF BIDDER.**
- vi. Details of bidders as per **ANNEXURE-1: FORMAT FOR DETAILS OF BIDDER.**
- vii. Details of eligible project(s) as per **ANNEXURE-2: FORMAT FOR DETAILS OF ELIGIBLE PROJECTS.**
- viii. Statement of legal capacity as per **ANNEXURE-4: FORMAT FOR STATEMENT OF LEGAL CAPACITY.**

2.8.5 Financial bid as per the format set out in **ANNEXURE-5: FORMAT FOR FINANCIAL BID.**

Financial bid shall be made indicating expected generation of MSW for execution of work as defined in the Terms of Reference (TOR). For the avoidance of any doubt, the financial bid shall only be submitted online as per the provision of this RFP and no physical financial bid shall be entertained.

2.9 BID DUE DATE

- 2.9.1 Bid(s) should be submitted before on the bid due date mentioned in the schedule of bidding process, to the address provided in **2.7 CORRESPONDENCE** in the manner and form as detailed in this RFP document. Applications submitted by either facsimile transmission or telex will not be acceptable.
- 2.9.2 The ULB, at its sole discretion, may extend the bid due date by issuing an addendum/corrigendum.

2.10 LATE BIDS

- 2.10.1 Any bid received by the ULB after the bid due date will not be entertained at all.

2.11 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.11.1 The bidder(s) are not allowed to modify or withdraw the bid(s); once they are submitted.

2.12 CONFIDENTIALITY

- 2.12.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed bidder(s) shall not be disclosed to any person not officially concerned with the process. The ULB will treat all information submitted as part of bid in confidence and will ensure that all who have access to such material treat it in confidence. The ULB will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.



2.13 CLARIFICATIONS

- 2.13.1 To assist in the process of evaluation of bids, the ULB may, at its sole discretion, ask any bidder for clarification on its bid. The request for clarification and the response shall be in writing. No change in the substance of the bid would be permitted by way of such clarifications. However, such clarification(s) may without prejudice includes clarifications with respect to minor deviations found in the bid and shall be provided within the time specified by the ULB for this purpose. If a bidder does not provide clarifications sought under this clause above within the prescribed time, its bid shall be liable to be rejected. Further, it is highlighted that no additional documents will be considered from the bidder and only clarification will be sought on the already submitted documents which are not readable.

In case the bid is not rejected, the ULB may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the ULB.

2.14 PROPRIETARY DATA

- 2.14.1 All documents and other information supplied by the ULB or submitted by the bidder(s) to the ULB shall remain or become the property of the ULB. Bidder(s) are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their bid. The ULB will not return any bid or any information provided along therewith.

2.15 CORRESPONDENCE WITH THE BIDDER

- 2.15.1 Save and except as provided in this RFP, the ULB shall not entertain any correspondence with any bidder in relation to the acceptance or rejection of any bid.

2.16 ELIGIBILITY OF BIDDER

- 2.16.1 Basic Pre-Qualification (PQ) Criteria:

2.16.1.1 The bidder(s) for pre-qualification should be a single entity, not a group of entities (the “**Joint Venture/Consortium**”); **Joint Ventures/Consortium are not allowed as per this RFP, to implement the Project.** However, no bidder(s) applying, as the case may be, can be member of another bidder(s). The term bidder used herein would apply to a single entity. A bidder may be a natural person or a body corporate including but not limited to a company incorporated under the Companies Act, 1956/2013 or under the applicable laws of the jurisdiction of its origin or a Society registered under the Societies Registration Act, 1860 or any other applicable governing law or a trust registered under the Indian Trusts Act, 1882 or Limited Liability Partnership (LLP) or a Sole Proprietorship registered under the relevant applicable governing law or any combination of them.

2.16.1.2 A bidder(s) shall not have a conflict of interest (the "**Conflict of Interest**") that affects the bidding process. Any bidder(s) found to have a conflict of interest shall be disqualified. In the event of disqualification, Municipal



Corporation/Council/Committee shall be entitled to forfeit and appropriate the bid security/EMD, as the case may be, without prejudice to any other right or remedy that may be available to Municipal Corporation, Gurugram under the bidding documents or otherwise. Determining the conflict of interest shall be the prerogative of the Municipal Corporation, Gurugram

- 2.16.1.3 Without limiting the generality of the above, a bidder(s) shall be deemed to have a conflict of interest affecting the bidding process, if:
- i. The bidder, its member or associate (or any constituent thereof) and any other bidder, its member or any associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a bidder, its member or an associate (or any constituent thereof) is less than 25% of the paid up and subscribed capital of the other bidder, its member or associate (or any constituent thereof); or
 - ii. A constituent of such bidder is also a constituent of another bidder; or
 - iii. Such bidder, its member or associate receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other bidder, its member or associate, or has provided any such subsidy, grant, loan or subordinated debt to any other bidder, its member or associate thereof; or
 - iv. Such bidder has the same legal representative for purposes of this bid as any other bidder; or
 - v. Such bidder, its member or associate (or any constituent thereof) and any other bidder, its member or any associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest.
 - vi. Such bidder has a relationship with another bidder, directly or through common third parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the bid of either or each other; org. Such bidder has participated as a consultant Municipal Corporation, Gurugram in the preparation of any documents, design or technical specifications of the project. A bidder shall be liable for disqualification if any legal, financial or technical adviser of the ULB in relation to the project is engaged by the bidder, its member or any associate thereof, as the case may be, in any manner for matters related to or incidental to the project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the bidder, its member or associate in the past but its assignment expired or was terminated Six (6) Months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of five (5) years from the commercial operation date (COD) of the project.
 - vii. Any entity which has been barred/blacklisted by the Central/State Government, or an entity controlled by it, from participating in any project, and the bar subsists as on the Date of Bid (even if the litigation is pending on the same dispute (barred/blacklisted) under the jurisdiction/ arbitration/laws),



would not be eligible to submit a bid, either individually or as member of a consortium.

Explanation:

For purpose of this RFP, Associate means, in relation to the bidder, a person who controls, is controlled by, or is under the common control with such bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of a bidder bidding individually for the project shall be provided to demonstrate that a person is an associate of the bidder bidding individually, as the case may be.

2.17 OTHER DOCUMENTS

- 2.17.1 The Bidder(s) shall enclose with its application, to be submitted as per the format mentioned in Clause **2.8 *FORMAT AND SIGNING OF BID***, complete with its appendices and annexures, the following:
- 2.17.1.1 In case bidder(s) is attaching experience certificate in the Bid, then; Experience certificate(s) along with copy of agreement(s) from its concerned client(s) in support of above work undertaken clearly stating the quantities of Processing of Municipal Solid Waste / Remediation of MSW Dumpsite / Bio-Mining/Waste to Energy / Waste to CBG should be attached.
- 2.17.2 The Bidder(s) should submit a Power of Attorney (POA) as per the format at **APPENDIX-III: FORMAT FOR POWER OF ATTORNEY (POA) FOR SIGNING APPLICATION**, authorizing the signatory of the bid to commit the bidder duly supported by a charter document or board resolution in favour of executants.



3 CRITERIA FOR EVALUATION

3.1 TESTS OF RESPONSIVENESS

- 3.1.1 Prior to evaluation of the bid(s), the ULB will determine whether each bid(s) is responsive to the requirements of the RFP document. A bid shall be considered responsive if:
- It is received as per format prescribed under the RFP.
 - It is received by the bid due date including any extension(s) granted by the ULB.
 - It is accompanied by the power of attorney as specified in RFP.
 - It contains information in formats specified in this RFP.
 - It does not contain any condition or qualification; and.
 - It is not non-responsive in terms hereof.
- 3.1.2 The ULB reserves the right to reject any Bid which in its opinion is non-responsive and no request for modification or withdrawal shall be entertained by the ULB in respect of such Bid.
- 3.1.3 Conditional bid(s) shall not be considered. Any bid(s) found to contain conditions attached, will be rejected.

3.2 BID EVALUATION – TECHNICAL BID – PART I

3.2.1 TECHNICAL CAPACITY

To be considered technically qualified (“Technically Qualified”), the bidder(s) shall have to fulfil following criteria:

i. Experience of having successfully completed/ongoing* of Solid Waste Management (SWM) project either in India or abroad during the last seven (7) years ending the day of the month previous to the one in which tenders are invited.**

- One work/project of processing of MSW equal to the quantity (MT) of 80% of the annual waste generation for one year of the concerned ULB.**

OR

- Two (2) works/projects of processing of MSW each equal to the quantity (MT) of 60% of the annual waste generation for one year of the concerned ULB.**

OR

- Three (3) works/projects of processing of MSW each equal to the quantity (MT) of 40% of the annual waste generation for one year of the concerned ULB.**

Note: -

***Ongoing Project: - Shall mean those works which are at least 95% of the total quantity (MT) completed as on the last date of submission of bid and continuing satisfactorily.**

****Solid Waste Management works means the work of Processing of Municipal Solid Waste / Remediation of MSW Dumpsite / Bio-Mining/Waste to Energy / Waste to CBG.**



- ii. The bidder(s) shall provide documentary evidence w.r.t. similar nature of works by way of satisfactory experience certificate of services/operation (duly signed by the competent authority) along with agreement copy, as the case may be, in support of the technical capacity as specified in this Clause. Such documentary evidence shall be duly signed by the authorized signatory of the bidder(s). The concerned ULB shall mandatorily verify the submitted experience certificate from Incharge of the issuing authority before opening of the financial bid.

3.2.2 FINANCIAL CAPACITY

To demonstrate financial capacity, the bidder(s) shall have to fulfil following conditions (“Financial Capacity”):

Qualifying Criteria	For All Bidder(s)
Net worth	<ul style="list-style-type: none">The Bidder shall be required to have Positive Net Worth at the close of preceding Financial Year.
Turnover	Average Annual Financial Turnover should be atleast 30% of the project cost for one year during the immediate last Three (3) consecutive financial years at the close of the preceding financial year prior to the bid due date

- ii. For the purposes of this RFP, **Net worth** shall mean:
- In case of a Company:** the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
 - In case of a Society or a Trust:** the sum of available corpus and reserves.
 - In case of any other entity/body corporate:** the aggregate value of the paid-up capital and reserves of such entity, after deducting the aggregate value of the intangible assets.
- iii. For the purposes of this RFP, **Turnover** shall mean:
- In case of a Company or any other entity/body corporate other than Society or Trust:** the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.
 - In case of a Society or Trust:** the gross receipts which includes donations from individuals and corporations, support from government agencies, income from activities related to the organization's mission, and income from fundraising



- activities, membership dues, and financial investments such as stock shares in companies.
- iv. In case the annual accounts for the last financial year are not audited and therefore the bidder(s) cannot make it available, the bidder(s) shall give an undertaking to this effect, certified by the statutory auditor/chartered accountant. In such a case, the bidder(s) shall provide the audited annual reports for the financial year preceding the latest financial year for which the audited annual report is not being provided.
 - v. The bid must be accompanied by the audited annual reports of the bidder(s) for the last three (3) consecutive financial years at the close of the preceding financial year prior to the bid due date. The bidder(s) shall enclose the certificate(s) from its statutory auditors specifying the net worth and turnover of the bidder(s) at the close of the financial year preceding the bid due date and also specifying that the methodology adopted for calculating such net worth.
 - vi. The Bidder(s) shall provide documentary evidence by way of statutory auditor's certificate and/ or chartered accountant's certificate in support of its financial capacity, as the case may be, in support of the financial capacity as specified in this clause. Such documentary evidence shall be duly signed by the authorized signatory of the bidder.
- 3.2.3 Any entity which has been barred by the Central/State Government, or any entity controlled by it, from participating in any project (Build, Own and Transfer or otherwise), and the bar subsists as on the date of the Bid, would not be eligible to submit the bid, either individually or through any firm/company, etc.
- 3.2.4 In the event that the bidder(s) submits a bid for the project, and the bidder(s) does-not meet the technical capacity or/and financial capacity as described under clause 3.2, the bidder(s) shall be disqualified and the financial bid(s) of such bidder(s) shall not be opened.

3.3 BID EVALUATION – FINANCIAL BID – PART II

- 3.3.1 The shortlisted bidder(s) adjudged as responsive and technically qualified at the end of the bid evaluation – technical bid – Part I shall be notified and informed.
- 3.3.2 Financial bid(s) of all the shortlisted bidder(s) who meet the technical capacity and financial capacity evaluation criteria, shall be evaluated on the basis of the financial bid(s) (the “**Financial Bid Parameter**”) as specified in this RFP.
- 3.3.3 FINANCIAL BID PARAMETER

The Bidder(s) shall quote in the financial bid, Processing Fee [i.e. **Per Ton of disposal of fraction outcome after processing the MSW** and shall be expressed in INR/Ton (exclusive of GST)] (hereinafter referred to as the “**Processing Fee**”) which shall be paid, in lieu of the expenses incurred by the bidder in rendering the services of **processing and disposal of MSW, subject to and in accordance with the terms hereof and the contract agreement and in SWM Rules 2016, its amendments from time to time.**

It is hereby clarified, clearly recorded and understood by the bidder that the Processing fee shall be paid as per the mechanism set out below and as particularly specified in the contract agreement.



The payment of processing of waste should be released on the quantity of bi-products recovered after processing of MSW and their further disposal. (e.g. the bi-products such as compost, RDF, inert, domestic bio-medical waste, E-waste, sanitary waste etc. recovered after processing shall be weighed and the contractor/agency shall further submit supporting documents of disposal of bi-products).

In addition to above, sale of other recyclables, RDF and compost will also be available to the contractor/agency.

3.3.4 Goods & Service Tax (GST)

GST, if applicable shall be paid by the ULB as per applicable laws in addition to agreed fee.

3.3.5 Financial bid(s) of shortlisted bidder(s) who qualify after bid evaluation – technical bid – part I, may be opened in the presence of the representatives of shortlisted bidder(s), who choose to attend. The financial bid(s) of the shortlisted bidder(s) shall be read out and recorded.

3.3.6 The bidder who quotes the lowest bid (L1) in accordance with the above procedure would be termed as lowest bidder L1 and subsequently L2, L3, L4.... Further, the negotiation policy of the state issued from time to time shall be applicable for selection of the successful bidder.

3.3.7 In the event that two (2) or more bidders quote exactly the same validated financial bid parameter for the project, then the ULB reserves the right either to:

- i. Invite fresh financial bids from only such bidders in sealed envelope(s) before tender inviting authority or any constituted committee; or
- ii. Identify the selected bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the tied bidders, who choose to attend; or
- iii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

3.4 NOTIFICATION OF AWARD & ISSUE OF LETTER OF AWARD

3.4.1 The selected bidder shall be issued a Letter of Award (LOA) after of the opening of the financial bid(s).

3.4.2 The MC shall first examine the proposed “Action Plan including Approach, Project Milestones, Timelines etc. particular to the project” submitted by bidder(s) at the time of bid in view of their requirements. If the proposed “Action Plan including Approach, Project Milestones, Timelines etc. particular to the project” submitted by the bidder(s) is not viable, MC shall ask the agency/ finalized contractor to revise its action plan as per milestone and timelines of the project.

3.5 FRAUD AND CORRUPT PRACTICES

3.5.1 The bidder(s) participating in the bidding process and responding to the RFP and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the ULB may reject any bid(s) without being liable in any manner whatsoever to the



bidder if it determines that the bidder(s) has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process may attract criminal proceedings against the contractor/agency.

Without prejudice to the rights of the ULB under the RFP herein above, if bidder(s) is found by the ULB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such applicant shall not be eligible to participate in any tender or RFP issued by the ULB for a period of minimum two (2) years or as specified by ULB from the date such bidder is found by the ULB to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be. For the purposes of this RFP, the following terms shall have the meaning here in after respectively assigned to them:

- 3.5.1.1 “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the ULB who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOA or has dealt with matters concerning the contract agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ULB, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOA or after the execution of the contract agreement, as the case may be, any person in respect of any matter relating to the project or the LOA or the contract agreement, who at any time has been or is a legal, financial or technical adviser of the ULB in relation to any matter concerning the project;
- 3.5.1.2 “Fraudulent Practice” means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
- 3.5.1.3 “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
- 3.5.1.4 “Undesirable Practice” means (i) establishing contact with any person connected with or employed or engaged by the ULB with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a conflict of interest; and
- 3.5.1.5 “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.



3.6 PRE-BID MEETING/CONFERENCE

- 3.6.1 A pre-bid meeting/conference of the interested bidder(s) shall be convened at the designated date, time and place. During the course of pre-bid meeting/conference, the bidder(s) will be free to seek clarifications and make suggestions for consideration of the ULB. The ULB shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding process.

3.7 MISCELLANEOUS

- 3.7.1 The bidding process shall be governed by, and construed in accordance with the laws of India and the courts at *Gurugram* ULB shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the bidding process.

The ULB, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- i. Suspend and/or cancel the bidding process and/or amend and/or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
- ii. Consult with any bidder(s) in order to receive clarification(s) or further information(s);
- iii. Pre-qualify or not to pre-qualify any bidder(s) and/or to consult with any bidder(s) in order to receive clarification(s) or further information(s);
- iv. Retain any information and/or evidence submitted to the ULB by, on behalf of, and/ or in relation to any bidder(s); and/or
- v. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any bidder.

It shall be deemed that by submitting the bid(s) the bidder(s) agrees that the ULB, its employees, agents and advisers are irrevocably, unconditionally, fully and finally indemnified from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the bidding documents, pursuant hereto, and/or in connection with the bidding process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.



4 TERMS OF REFERENCE (TOR)

A. TOR – CONTRACTOR/AGENCY

4.1 SCOPE OF WORK

4.1.1 The contractor/agency will establish a processing plant to handle all types of Municipal Solid Waste, including Dry waste, Wet waste, Plastic waste, Domestic hazardous waste, E-waste, Sanitary waste, Inerts (non-biodegradable, non-recyclable waste). The Contractor/Agency shall develop the project facility, adhering to the Solid Waste Management Rules, 2016 and others in accordance with terms of the Contract Agreement and applicable Law. The Bidder can propose any processing technology such as Material Recovery Facility (MRF), Waste to Energy (WTE), Aerobic Composting, Vermi- Composting, Bio-Methanation/Bio-waste Derived Fuel, Incineration, Plasma Pyrolysis, Palletization etc or any other better and cost-effective method. The proposed technology shall be as per Solid Waste Management Rules 2016 and other statutory obligations and the same shall be acceptable and approved by the authority. Further, the Bidder(s) has to propose such Technology within the ambit of the below obligation of processing and disposal of Municipal Solid Waste

- i. The bio-degradable, non-biodegradable and recyclable content of the MSW is separated through a Material Recovery Facility or any other suitable means.
- ii. A suitable scientific technology can be used for processing of bio-degradable content of the MSW like Bio-Methanation etc.
- iii. A suitable Technology shall be used for combustible content of the MSW like Waste to Energy Plant, or Supply to Industry as Fuel etc.
- iv. A suitable Technology shall be used for recovering and processing Recyclable content of the MSW.
- v. Not more than 10% of the MSW received at the processing facility is disposed-off in the scientific landfill as inert.

The primary Scope of Work shall mean and include the Processing and its Disposal of MSW in the scientific manner as per SWM Rules 2016 & its amendment from time to time.

4.1.1.1 **Segregation** of MSW shall not only be restricted to four categories i.e. Organic, Inorganic, Recyclables and Hazardous Wastes, but the contractor/agency shall segregate the MSW into as many categories as necessary for its safe and scientific disposal. It is a critical requirement since it enables recycling, reuse, treatment and scientific disposal of different components of waste.

4.1.1.2 **Processing** means an operation for the purpose of modifying the characteristics or properties of solid waste to facilitate transportation or disposal of solid wastes including, but not limited to incineration, depositing, separation, grinding, shredding, and volume reduction.

4.1.1.3 **Disposal** means the contractor/agency shall dispose-off all the fractions arising after the processing of Municipal Solid Waste in a scientific manner to the authorized recyclers, authorized by the State and Central Pollution Control Board etc.



- 4.1.1.4 Moreover, the contractor/agency shall adhere to;
- Setting up of appropriate processing facility in accordance with the quantity and characteristics of the waste and compliance of SWM Rules 2016.
 - Setting up of a Sanitary Landfill Facility (SLF) site and its operation & maintenance in compliance to SWM Rules 2016 & its amendments from time to time and as per schedule I
 - To transport and dispose the inert matter/ Residual Inert Matter/ processing rejects from processing facilities or elsewhere to the sanitary land fill facility.
 - To obtain all required permit(s)/ permission(s)/ clearances; for starting/ undertaking the project work.
 - To process the sanitary waste received through the collection and transportation of MSW as per statutory norm, at the project site and comply with the prevailing rules and norms.

The contractor/agency will create/arrange the requisite infrastructure for disposal of the remnants/ different fractions arising out of the processing of the MSW.

The contractor/agency shall perform and fulfil all other roles/responsibilities/obligations in accordance with the provisions of the contract agreement. The scope of the project shall include any and all other activities that are ancillary to the mentioned in scope of project.

4.2 ROLES & RESPONSIBILITIES OF THE CONTRACTOR/AGENCY

- 4.2.1 The basic details of staff deployed at processing plant/site along with the subordinate(s) shall be submitted to ULB as per **ANNEXURE-6: FORMAT FOR STAFF DEPLOYED LIST.**
- 4.2.2 The attendance sheet of the staff deployed shall be submitted to the ULB by the contractor/agency as per **ANNEXURE-7: FORMAT FOR DEPLOYED STAFF ATTENDANCE SHEET.**
- 4.2.3 The contractor/agency shall submit vehicle/plant maintenance-cum-servicing schedule to the ULB as per **ANNEXURE-8: FORMAT FOR LIST OF VEHICLE MAINTENANCE/SERVICING SCHEDULE.**
- 4.2.4 The contractor/agency shall have to take over the existing machinery/vehicles at processing site on lease/rent basis from the concerned ULB for the period of the contract; (ULBs need to declare the details of such machinery/vehicles and rent to be recovered in the RFP).
- 4.2.5 **In case, the contractor/agency adopts the decentralized processing approach then ULB shall provide the list of MRF/Transfer stations available in the concerned ULB area. The details shall be furnished as per ANNEXURE-10: FORMAT FOR DETAILS OF MRF-CUM-TRANSFER STATIONS.** If processing agency adopt decentralized approach, the MRF station will be handled by the agency & the contractor/agency shall be responsible for handling of MSW as per SWM Rules 2016.
- 4.2.6 The contractor/agency shall ensure that the machinery (vehicles, etc.) should be Global Positioning System (GPS) enabled & connected to SWM Portal. All the vehicles should have scanning devices.



- 4.2.7 The contractor/agency shall ensure that all the vehicle used for handling & transportation waste must be under permissible norms with valid registration and insurance.
- 4.2.8 The contractor/agency should achieve 100% processing of waste as per SWM Rules 2016 and its amendments from time to time.
- 4.2.9 The contractor/agency shall ensure processing of MSW and its disposal as per MSW Rules, 2016 and its amendments from time to time / PWM rules/ Hazardous and other waste (Management and Transboundary Movement) Rules, 2016 / E-waste Management Rules / orders or directions of Hon'ble Courts, Hon'ble NGT / CAQM / CPCB/HSPCB or any other direction from the competent authority. Further, if any penalty of the nature of environmental compensation or otherwise is imposed on the ULB by Hon'ble Courts, NGT, CAQM, CPCB, HSPCB due to non-compliance of rules & regulation then the contractor/agency shall bear the same and the same amount shall be recovered from the contractor/agency by the concerned ULB.
- 4.2.10 The contractor/agency shall sort the dry-waste into different fractions (if required).
- 4.2.11 The contractor/agency shall make arrangements for storage of recyclables and RDF (as per Applicable Laws). However, the storage should not be for more than that 20 days in case of Municipal Committee & Council and 10 days in case of Municipal Corporation of processed solid waste. The contractor/agency shall use bailing machine/compaction machines or any other suitable technology to minimize the volume so that optimum use of space may be achieved.
- 4.2.12 The contractor/agency shall ensure that electronic weigh-bridge is fully online, where data of weighment facility shall be maintained for the entire term of the project with backup server facilities. The contractor /agency shall update the data of daily processed waste on SWM Portal.
- 4.2.13 The contractor/agency shall maintain record through logbook as well as on SWM Portal for waste processed, fractions recovered after processing and final disposal of fractions. The logbook shall be countersigned by the officer-in-charge of the processing plant.
- 4.2.14 Electronic weigh-bridge should be calibrated yearly or as and when required by the ULB. In case of breakdown of the electronic weigh-bridge, it should be rectified within 24 hours. During this period, weighing should be done at a private electronic weigh-bridge approved by the ULB.
- 4.2.15 The contractor/agency shall manage the leachate arising out of Municipal Solid Waste by collecting, storing & treating the same by using latest suitable technology such as by setting up of Effluent Treatment Plant (ETP), Disc Tubular Reverse Osmosis (DTRO) etc. as per the quantum of leachate.
- 4.2.16 The contractor/agency shall provide a quality control laboratory fully equipped with latest equipment adequate to carry out the tests pertaining to municipal solid waste analysis and characterization, leachate quality, air quality, ground water quality, soil enrichment quality, maturity test for inert matter, etc. as per the Solid Waste Management Rules, 2016 along with the qualified lab technician expert in carrying out such tests.
- 4.2.17 The contractor/agency shall submit a formal agreement executed with the end-users of Refuse-Derived Fuel (RDF), such as cement industries, power plants, and other units approved by the Central Pollution Control Board (CPCB) or Haryana State Pollution Control



Board (HSPCB), where RDF is utilized as a substitute for conventional fuel. This agreement must be produced prior to the commercial operation date (COD). Further, the contractor/agency shall also be responsible for:

- Storage and disposal of RDF at their own cost.
- Ensuring that RDF is duly compacted using a bailing machine before storage or transport.
- Valid RDF disposal certificates must be submitted along with the bills for verification.

- 4.2.18 The contractor/agency shall arrange & the pay for the electricity connections on the site and shall also ensure the backup facilities on the site i.e. generator of appropriate capacity. The cost of operation of said plant (i.e. electricity charges, fuel charges, etc.), or any additional infrastructure required for installation of segregation machinery includes platforms, power supply, transformers, cabling and any other such allied requirements shall be borne by the Contractor/Agency.
- 4.2.19 The contractor/agency shall produce the agreement executed with the recyclers authorized by CPCB/HSPCB for disposal of recyclables.
- 4.2.20 The contractor/agency shall ensure the monitoring of ground water quality, work zone air quality from authorized laboratories/agencies and will submit the report on quarterly basis.
- 4.2.21 The contractor/agency shall take necessary steps to minimize environmental pollution while carrying out processing of MSW at the processing site/dumpsite. The contractor/agency shall take all reasonable steps to ensure that there is control of odour, dust and treatment of generated leachate, flies, rodents and bird menace and fire hazards in and around the processing site during the processing of MSW.
- 4.2.22 The verification of processed material/fractions such as RDF, Compost, Recyclables, Inert etc. shall be done by the officer in-charge of the contractor/agency at the processing site on daily basis. Agency shall produce those verification reports with the bills.
- 4.2.23 The contractor/agency shall set up mechanical segregation, if required and material recovering facility, bailing machines, shredders etc. as per requirement.
- 4.2.24 The contractor/agency shall maximize the separation of recyclables viz. glass, metal, paper, plastic, packaging material etc. from the processing of MSW. Maximize the separation of components for generation of better-quality of Refuse Derived Fuel (“RDF”).
- 4.2.25 The contractor/agency shall make reasonable endeavours to maximize the utilization of the waste from the processing site and for this purpose shall ensure that at least 90% of the waste is utilized / reused by the contractor so as to produce products/outputs such as soil enrichment material /compost, recyclables item and RDF.
- 4.2.26 While processing of MSW at the dumpsite, following aspects must be handled carefully:
- i. Exposure to hazardous material, leachate, gases, odour etc.
 - ii. Contaminated wastes that may be uncovered during processing operations require special handling and disposal requirements.
- 4.2.27 The contractor/agency shall explore the possibility of minimizing the disposal of inert/ processing rejects and maximize the usage of such inert waste including but not limited to filling of low-lying areas, construction of roads etc.



- 4.2.28 The contractor/agency shall be responsible for the sale and marketing of all recovered materials to vendors authorized by the competent authority.
- 4.2.29 The contractor/agency shall install machinery and infrastructure for processing of MSW at least 1.5 times of the daily generated solid waste in the concerned ULB.
- 4.2.30 The contractor/agency shall provide security arrangements for safeguarding the project site, machineries, equipment etc.
- 4.2.31 C&D waste, if found during processing of daily generated MSW, final disposal of such C&D Waste shall be the sole responsibility of the Contractor/Agency. The Contractor shall be free to explore alternate uses for C&D waste as per the C&D Waste Rules, 2016. Further, if the said C&D Waste is found to be lying around the processing site or found to be not properly disposed-off, the Contractor shall be liable to be penalized for the same in accordance with the terms of the RFP.
- 4.2.32 Hazardous waste such as chemical, biological, reactive, toxic, flammable, explosive or corrosive waste, sorting or segregation shall be handled as per the Hazardous and other Wastes (Management and Trans boundary Movement) Rules, 2016.
- 4.2.33 The contractor/agency shall be responsible for the proper segregation and handover of domestic hazardous waste and sanitary waste to the nearest biomedical/hazardous waste disposal facility authorized by the Haryana State Pollution Control Board (HSPCB) or the Central Pollution Control Board (CPCB).
- 4.2.34 The portion of land earmarked for the Processing Site and Sanitary Landfill Facility shall be separate. A minimum available vacant area will also be earmarked for the contractor/agency to set up their plant and machinery for segregation.
- 4.2.35 Access to the Project Site provided by ULB shall have to be maintained by the contractor/agency to have easy movement of vehicles.
- 4.2.36 The contractor/agency shall ensure the complete treatment of waste at the processing site, such that no offensive odours are released. The treatment process shall aim to produce composted material that is safe and suitable for beneficial uses, including application to farmland/barren land.
- 4.2.37 The contractor/agency shall set up the plant of any suitable technology for further processing of the wet waste in consultation with the concerned ULB. The processing may be done by means of pits, windrows method etc. wherever required. In case, there is no land available with the concerned ULB, the agency shall arrange the land at its own level and the lease rates may be mutually decided by the concerned ULB & contractor/agency and the same shall be borne by the concerned ULB.
- 4.2.38 The contractor/agency shall take all applicable approvals/clearances in sequence and comply with the provisions therein from time to time.
- 4.2.39 The contractor/agency shall design, construct, operate and maintain all the project assets and project facilities including processing facilities (MRF/Compost/any other facility related to MSW) & Sanitary Landfill Facility with the consultation of ULB.
- 4.2.40 The contractor/agency shall maintain and produce detailed records of the compost generated through the waste processing operations. The compost quality shall strictly comply with the



specifications and standards prescribed under the Fertilizer Control Order (FCO), 1985, or as amended from time to time.

4.2.41 The contractor/agency shall arrange the machinery required for the management/processing of waste within one hundred twenty (120) days of signing of the Contract Agreement.

4.2.42 The selected contractor /agency shall be bound to follow the amendments made in the RFP from time to time.

4.2.43 The contractor/agency shall also deploy the following One (1) Nos. of Project Manager on his role exclusively at the Project/Processing Site:

- B.E./B.Tech. Civil/M.Sc. in Environment with minimum Five (5) Years of experience in Solid Waste Management.

4.3 OTHER OBLIGATIONS OF THE CONTRACTOR/AGENCY

4.3.1 The contractor/agency shall provide adequate lighting system for easy movement in the working area. The contractor/agency shall provide utilities such as drinking water facilities and sanitary facilities (preferably washing/bathing facilities for workers) and safety provisions including health inspections of workers at site shall be carried out.

4.3.2 The contractor/agency shall provide fire protection measures and safety equipment for all workers at the site.

4.3.3 Entrance into the project site from outside the site shall be restricted to one point. However, several emergency exits may be provided.

4.3.4 The contractor/agency shall implement adequate measures to prevent unauthorized access or trespassing at the project site.

4.3.5 The contractor/agency shall submit the monthly detail of waste handed over by the agency responsible for collection, segregation & transportation of waste, and waste processed, bi-products recovered after processing, inert generated & utilization of bi-products etc. in **ANNEXURE-12: FORMAT FOR MONTHLY DETAILS OF PROCESSING & SCIENTIFIC DISPOSAL OF THE WASTE** along with the bills. Supporting documents of utilization of bi-products recovered after processing should also be enclosed.

4.3.6 The testing of soil, water, air, noise pollution, compost, inert, RDF etc. shall also be done from the NABL accredited lab prescribed by the concerned ULB on monthly basis in order to confirm the reports of the laboratory established by the contractor/agency. The expenditure shall be borne by the agency responsible for processing of waste.

4.3.7 The contractor/agency shall maintain a vehicle in-out register along with reading of electronic weigh-bridge for calculation of waste arriving at processing site. Format for in-out register is attached at **ANNEXURE-11: FORMAT FOR ONLINE REGISTER OF PROCESSING SITE.**

4.4 DEVELOPMENT OF SANITARY LANDFILL FACILITY (SLF) BY THE CONTRACTOR/AGENCY

4.4.1 The processed rejects/ inerts shall be handled as per Solid Waste Management Rules, 2016 amended from time to time. The contractor/agency shall be responsible to develop the



sanitary landfill site for disposal of inerts as per SWM Rules. The disposal of processing rejects & inerts shall be limited to a maximum of 10 % of daily generated MSW.

- 4.4.2 Vegetation should be planted in the top cover and adequate provision for irrigating the plant should be made.
- 4.4.3 The final cap of the landfill should consist of atleast 5 layers, i.e. gas drainage layer, geo-membrane, drainage layer, clay layer and revegetation layer.
- 4.4.4 Like for other sanitary landfills in the country, post closure plan for this SLF should also be given which shall be approved by the concerned ULB and shall be implemented by agency.
- 4.4.5 The contractor/agency shall develop the Sanitary Landfill Site (SLF) with a 25-year planning , in accordance with the guidelines of the Central Pollution Control Board (CPCB) and the Solid Waste Management (SWM) Rules, 2016 (Schedule I).

4.5 IT-ENABLED MONITORING

IT Enablement monitoring of movable inventory along with activities related to processing to be carried out by the contractor/agency:

- 4.5.1 The contractor/agency shall maintain the weight slips of the received waste from the collection, segregation & transportation agency and processed waste weighed on the electronic weigh-bridge under surveillance of the IP based CCTV cameras. Time recorded by the CCTV on the weigh slip shall be verified from the video footage of IP based CCTV cameras and during the payment of the bills, certificate of verification of the same shall be recorded by the Engineer-in-Charge of the concerned ULB. Also, the feed of the CCTV Cameras shall be provided to the concerned ULB and the Government as & when required.
- 4.5.2 The contractor/agency shall install electronic weigh-bridge with automated boom barrier at the processing site to measure the weight of waste provided by the collection & transportation agency and also to measure the weight of different fractions arise out after processing of MSW .
- 4.5.3 The contractor/agency shall ensure:
 - 4.5.3.1. All relevant real-time data shall be uploaded and regularly updated on the Solid Waste Management (SWM) portal, as per the requirements of the ULB.
 - 4.5.3.2. The contractor/agency shall install and maintain a comprehensive CCTV surveillance system covering the entire area of the processing plant site(s) and all infrastructure related to the project. An Application Programming Interface (API) shall be provided to the ULB to enable real-time access to the CCTV footage
 - 4.5.3.3. Electronic Weigh Bridge (Certified by Legal and Metrological Department, Haryana as and when required as per rules and guidelines), Real time data to be furnished in MIS.
 - 4.5.3.4. To ensure efficient monitoring of processing of MSW, the following IT-Enabled mechanisms shall be adopted:

S.No.	IT Components	Application of the System
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S.No.	IT Components	Application of the System
1	GPS installation in all Vehicles	
(i)	The GPS feed from all vehicles shall be integrated with the SWM portal for real-time monitoring.	Monitor and keep record of trips completed by vehicles.
2	CCTV Camera	
(i)	CCTV cameras should be installed at electronic weigh-bridges, and at Waste Processing facilities.	Inspection and monitoring by the ULB officer
(ii)	The real time data from CCTV should be integrated with SWM Portal	
3	Integration of System with ICCC (Integrated Control and Command Centre)	
(i)	The GPS systems should be integrated with SWM portal The MIS should be integrated with the ICCC portals for seamless data flow. The above should be responsibility of the Contractor/Agency to install and implement the above.	Inspection and monitoring by the ULB officers.

4.5.4 The contractor/agency shall regularly submit information/data using SWM Portal/Mobile app developed by DULB including the details given below:

- i. Details of Manpower deployed: Name, mobile number, Aadhar number, Photograph etc. (SWM portal).
- ii. Vehicle information: Registered Number, Make, Model, Photograph etc. (SWM portal).
- iii. Type of work assigned to Manpower (SWM portal).
- iv. Daily Attendance of manpower by Supervisor (Mobile App).
- v. Enter data of waste received at processing site from C&T agency. Also, need to record a video showing vehicle at processing site with the garbage (Mobile App).
- vi. Enter data of segregated waste and processed waste (Mobile App).
- vii. Enter data of by-products generated at the processing site (Mobile App).
- viii. Enter details of the disposal of waste (Mobile App).
- ix. Submit monthly invoice to ULB (Web portal).

B. TOR – URBAN LOCAL BODIES (ULB)

4.6 SCOPE OF WORK

- 4.6.1 ULB shall to identify the land for decentralised composting facility/MRF (if required) in respective ULB and upload details as per the format attached in **ANNEXURE-9: FORMAT FOR AVAILABLE DECENTRALISED PROCESSING**.
- 4.6.2 ULB shall provide a suitable land parcel for processing of MSW. In case, there is no land available with the concerned ULB, the agency shall arrange the land at its own level and **the lease rates may be mutually decided by the ULB & the Contractor/Agency and same shall be payable by the concerned ULB.**



- 4.6.3 City profile prepared by the concerned ULB shall also include the detailed information regarding the current movable and immovable inventory available with the ULB, and the requirements of the same as per SWM Rules 2016. Please use the following details for the bid submission:

S.No.	Parameter	Details
A	General	
1	Existing Population	Approx. 22.50 lakhs
2	No. of Households/Establishments	7,18,842
3	No. of Wards	36
4	Total Waste Generated (in TPD)	920.00 (AS PER CHECKED ESTIMATE)
B	Site Details	
1	Details of site(s) for MRF/Decentralised Composting Facility (if required)	N/A
2	Details of site(s) allocated for Processing and Disposal of Solid Waste (area of the site along with the Layout Plan)	Bandhawari landfill
3	Kindly confirm that, whether the allocated Site has been demarcated and is unencumbered (without Legacy Waste, etc.) and Vacant.	Work for processing of legacy waste is under progress and the space will be provided for processing of fresh daily waste.
4	Lease Money for Processing & Disposal site, if provided by the concerned ULB.	Annual Advance Lease Rental of INR 1/- (INR One only) per Sqm. per Annum to be paid by the Contractor/Agency to the ULB for each year.
5	Lease Money for Processing & Disposal site, if the site is not available with the concerned ULB, and arranged by the Contractor/Agency at its own level.	The lease rates may be mutually decided by the ULB & the Contractor/Agency and same shall be payable by the concerned ULB.

- 4.6.4 Identify and earmark/allocate parcel(s) of land in the concerned ULB for the purpose of setting up of processing plant, Sanitary Landfill Facility for scientific management of MSW.
- 4.6.5 The concerned ULB shall handover site with the existing infrastructure “as is where is basis” to the contractor/agency.
- 4.6.6 The concerned ULB will provide fencing/boundary wall along the perimeter of the project site.
- 4.6.7 The concerned ULB shall conduct weekly coordination & monitoring meeting with the contractor/agency for project development & its operation during the period of the contract.
- 4.6.8 The concerned ULB shall facilitate the project by earmarking the land required for the storage of dry waste and Refuse-Derived Fuel (RDF) at the processing facility
- 4.6.9 DMC/CMC shall ensure that all the penalty clauses mentioned in the RFP shall be enforced by the concerned ULB on the contractor/agency wherever required and no relaxation can be given on the penalty levied by the ULB, except speaking orders passed by District Municipal



- Commissioner/ Commissioner Municipal Corporation on the representation of appropriate unforeseen reasons only.
- 4.6.10 The concerned ULB shall ensure that the all machinery and vehicles provided by the contractor/agency shall be Global Positioning System (GPS) and shall be connected to SWM Portal and shall be as per SWM Rules 2016 and other Applicable Laws.
- 4.6.11 The Engineer-in-Charge of the concerned ULB shall ensure that the Contractor/Agency is following all the monitoring mechanisms as mentioned in the Request for Proposal.
- 4.6.12 The verification of processed material/fractions such as RDF, Compost, Recyclables, Inert etc. should be done by the officer in-charge of processing site of concerned ULB.
- 4.6.13 The concerned ULB shall collect details of total waste processing and scientific disposal as per the format attached in **ANNEXURE-12: FORMAT FOR MONTHLY DETAILS OF PROCESSING & SCIENTIFIC DISPOSAL OF THE WASTE** from the Contractor/Agency.
- 4.6.14 In case presently there is no agency present in the ULB for processing the MSW and the waste is getting accumulated at processing site then the concerned ULB shall disclose the quantity of MSW lying on the site in the DNIT while floating the tender. Further, the selected contractor/agency will be responsible for the processing of the said waste disclosed by the ULB and the payment for the processing of the said waste will remain same as per the rate quoted by the selected contractor/agency.
- 4.6.15 The concerned ULB will ensure the supply of minimum monthly estimated waste (Tonnes) for processing to the contractor/agency. Further, the concerned ULB will supply minimum 80% (eighty percent) of monthly ensured waste failing which the concerned ULB will compensate the processing contractor/agency for the shortfall supply less than 80% of minimum ensured waste. The assessment shall be made on a monthly average basis.

Compensation will be calculated as follows:

Assured Quantity = 80% of the monthly estimated waste

Compensable Shortfall = Assured Quantity – Average Waste Supplied

Compensation = Compensable Shortfall x 50% of the agreement rate per tonnes

For Example:

If the total monthly estimates waste is 100 metric tonnes, then:

Assured Quantity = 80 MT (80% of 100 MT)

If actual waste supplied = 70 MT,

Shortfall = 80 – 70 = 10 MT

Compensation = 10 MT X 50% of the agreement rate per tonnes



4.6.16 In the event that the quantity of waste received for processing exceeds the minimum waste assurance, the concerned ULB shall make payment for the excess waste, subject to due diligence and verification. The additional quantity shall be verified and certified by the concerned ULB before any such payment is processed.

4.7 ENFORCEMENT FOR SUSTAINING SOLID WASTE MANAGEMENT SYSTEM

Effective enforcement of the directives is crucial for establishing an efficient solid waste management system in the concerned ULB. It is essential to constitute committees tasked with monitoring the progress and enforcing penalties, if necessary.

4.7.1 The concerned ULB shall appoint a Nodal Officer for monitoring of the processing site, Sanitary Landfill Facility.

4.7.2 Penal provisions in case of non-compliance shall be ensured so that proper implementation of the project can be done as per the Solid Waste Management Rules, 2016.

4.7.3 Detailed roles and responsibilities of the concerned officials is as below:

4.7.4 MONITORING BY IN-CHARGE i.e. DMC/ CMC

4.7.4.1 The District Municipal Commissioner/Commissioner Municipal Corporation will be the overall in charge of the enforcement teams at various levels.

4.7.4.2 The DMC/CMC shall monitor the progress of each project and conduct a review meeting every month under his jurisdiction.

4.7.4.3 The DMC/CMC may set-up a Project Management Unit/Project Implementation Unit which will be responsible for monitoring of the project at district level.

4.7.4.4 The DMC/CMC shall assign targets to Nodal Officers for efficient and time-bound implementation.

4.7.5 ULB LEVEL ENFORCEMENT UNITS

4.7.5.1 To ensure effective monitoring & evaluating the overall project success, the enforcement unit has to be constituted by the District Municipal Commissioner.

4.7.5.2 ULB Enforcement Unit shall conduct random inspection visits to check the ground level situation and penalize the contractor/agency, if required.

4.7.5.3 ULB Enforcement Unit shall ensure that the contractor/agency is following the scope of work defined by ULB in true letter and spirit.

4.8 DOCUMENTATION FOR CLAIMING THE PAYMENT BY THE CONTRACTOR /AGENCY

4.8.1 The contractor/agency should submit the following documents along with the monthly invoice as per the format annexed as **ANNEXURE-14: FORMAT FOR MONTHLY INVOICE**

i. Recording of CCTV cameras



- ii. Outcome report of daily processed waste submitted to ULB and updated on SWM Portal.
- iii. Biometric attendance / attendance sheet of SWM Portal developed by DULB of all the employees.
- iv. Copy of weigh slip of each vehicle weight on the weigh bridge.
- v. MIS of electronic weigh-bridge.
- vi. Calibration of electronic weigh-bridge (as per Standard Norms).
- vii. Date-wise quantity of processed waste for the following components:
 - a) Wet waste
 - b) Dry waste
 - c) Domestic bio-medical waste (if received than hand over to authorised agency)
 - d) E-waste
 - e) Sanitary waste
 - f) Domestic hazardous waste
- viii. Fractions recovered from dry waste and their disposal along with the proof of disposal.
 - a) Recyclable item
 - b) Refuse Derived Fuel (RDF) (Non-Recyclable item)
- ix. Fractions derived from wet waste and their disposal along with the record.
 - a) Compost
 - b) Inerts
- x. Quantity of leachate collected, treated and their disposal with proof
- xi. Sample report of the following:
 - a) RDF
 - b) Compost
 - c) Inerts
 - d) Leachate
 - e) Underground water
 - f) Air Pollution

The samples should be tested through government authorized laboratories by the contractor/agency every month for claiming the monthly bill. The sample should be taken in the presence of the in-charge of the concerned ULB at the processing site .

- xii. Payment for processing shall be released on the basis of disposal of all the fractions obtained after processing and data of processing of the waste.



5. PENALTIES

5.1 PENALTIES & DEFAULTS

- 5.1.1 The contractor/agency will face a penalty of 1.5 times of the quoted bid variable multiply by each Tonnes disposed inert waste at the designated storage site in excess of 10 % (only maximum of 10 % of the total waste generation can be disposed as inert).
- 5.1.2 The contractor/agency will face a penalty of 2 times of the quoted bid variable multiply by each Tonnes disposed inert waste at any other site besides the designated Sanitary Landfill Facility or designated site by concerned ULB.
- 5.1.3 For burning of garbage by the employee of the contractor/agency, penalty of INR 5,000/- (INR Five Thousand Only) per day per instance or as per NGT Guidelines will be levied, whichever is higher.
- 5.1.4 If any worker found without uniform and PPE as per MSW rules 2016, Rs. 500/- per day per worker will be levied.
- 5.1.5 If the waste received at the site is not processed consecutively for seven (7) Days (provided that neither the plant is under maintenance nor event of default by ULB has occurred as per terms and condition of RFP) then penalty of 0.25 times of the quoted bid variable multiply by each Tonnes of un-processed Waste will be levied on the contractor/agency.
- 5.1.6 In case of CCTV not working, penalty of INR 1,000/- (INR One Thousand Only) per day per CCTV will be levied.
- 5.1.7 If C&D Waste is found not properly disposed-off, penalty of INR 10,000/- (INR Ten Thousand Only) per instance will be levied.
- 5.1.8 Penalties w.r.t. default for RFID and GPS:

S.No.	Default	Penalty
1	In case of GPS not working on Vehicles	INR One Thousand (INR 1000/-) per Day per Vehicle

- 5.1.9 In case the data of processing waste is not updated on the SWM portal of DULB, penalty of 0.5% of the billing amount (for that particular month) for every day
- 5.1.10 If contractor/agency does not raise the bill of every month before 10th day of next month then the contractor/agency will face a penalty @ 0.5% of the billing amount (for that particular month) for every day delay.
- 5.1.11 If agency does not submit the bill till the 30th of the next month then the contractor/agency will face a penalty @ 50% of payment of that particular month bill.
- 5.1.12 In case of non-disposal of fraction recovered during the processing within given time frame i.e. 10 days for Municipal Corporation and 20 days for Municipal Council & Municipal Committee then penalty of 0.25 Times of the quoted Bid Variable multiply by each Tonnes of non-disposal of fractions will be levied on the contractor/agency.
- 5.1.13 If agency does not install the processing plant as per action plan approved by the ULB, within one hundred twenty (120) days will face a penalty as mentioned below: -
- @10,000 per day delay



If agency fails to start the operation of processing plant after 30 days of prescribed time limit specified above (120 days) then the Contract agreement will be terminated and the performance security will be forfeited and agency will not be allowed to participate in sanitation tenders in Haryana for 2 years.



6. PAYMENTS & INCENTIVES

6.1 PAYMENTS

6.1.1 All the payments shall be made as per **ANNEXURE-13: FORMAT FOR PAYMENT**

6.1.2 The payment shall be released to the agency on the basis of weight of fractions recovered and disposed-off after processing of waste

6.1.3 The payment shall be processed through sanitation portal only and the contractor/agency is bound to comply the amendments made, for the betterment of solid waste management ,in the data updation means, modes and categories at SWM portal

6.1.4 Yearly escalation in the quoted price will be subject to inflation rates linked with the Wholesale Price Index (WPI) of the financial year. However, in the event of a negative increase in WPI in any of the financial year, then no escalation as well as deduction shall be made to the contractor/agency for that particular year. For this purpose, the concerned CMC/DMC shall pass the speaking order on the first day of that financial year i.e 1st April, 20__.

6.2 INCENTIVES

6.2.1 The Contractor/Agency shall sell all the collected; compost, recyclables, RDF (RDF should be cleared from ULB site & its jurisdiction on regular basis and be only processed as per applicable Laws) and own all the revenue generated out of it.

6.2.2 If the cumulative amount of penalties imposed upon the agency is less than 5% of 1 year cost of project value for the consecutive 5 years, then interest accumulated during project time period will be given to the agency as incentive otherwise no interest shall be paid.

6.2.3 In case, if the agency responsible for collection of waste, is not giving 100% segregated waste to the processing contractor/agency after one year of the commencement of work of the Collection and Transportation agency then the concerned ULB shall have to give 1% remuneration of the monthly invoice of the door-to-door agency.



7. PROJECT MILESTONES/TIMELINES

7.1 BIDDING MILESTONES/TIMELINES

S.No.	MILESTONE	TIMELINES	
		DATE & TIME	REMARKS
1	Invitation of Bid(s)	08.06.2026	-
2	Pre-Bid Meeting	15.06.2026 ; 12:00 Hrs	within Seven (7) Days from Invitation of Bid(s)
3	Submission of Bid(s)	29.06.2026	Up to Twenty-First (21) Day from Invitation of Bid(s)
4	Opening of Bid(s): Pre-Qualification /Technical Bid(s)	29/06/2026; 15:00 Hrs (IST)	on Twenty-First (21) Day from Invitation of Bid(s)
5	Submission of Physical Hard of Proof of Bid Security/EMD & Power of Attorney in original	29/06/2026; 12:00 Hrs (IST)	on Twenty-First (21) Day from Invitation of Bid(s); prior to Opening of Bid(s): Pre-Qualification /Technical Bid(s)
6	Opening of Bid(s): Financial Bid(s)	After technical evaluation	After completion of Bid Evaluation – Technical Bid – Part I
7	Issuance of Letter of Award (LOA)	Will be intimated later on	After completion of Bid Evaluation – Financial Bid – Part II

7.2 AGREEMENT MILESTONES

S.No.	MILESTONE	TIMELINES	
		DATE & TIME	REMARKS
1	Submission of Performance Security	DD.MM.YYYY; 05:00 PM (IST)	within Ten (5) Days from Issuance of Letter of Award (LOA)
2	Signing of the Contract Agreement	DD.MM.YYYY; 11:00 AM (IST)	within Five (5) Days from Acceptance of Performance Security OR within Fifteen (10) Days from Issuance of Letter of Award (LOA); whichever is earlier
3	Commercial Operation Date	DD.MM.YYYY; 09:00 AM (IST)	Within One Hundred Twenty (120) Days of Date of Signing of the Contract Agreement



7.3 PROJECT MILESTONES

S.No.	MILESTONE	TIMELINES	
		DATE	REMARKS
1	Mobilization of Team	DD.MM.YYYY	On or before the Commencement Date of Work
2	Submission of Detailed Action Plan	DD.MM.YYYY	One week before the Commencement Date of Work
3	Installation of GPS & RFID	DD.MM.YYYY	On or before the Commencement Date of Work
4	Installation of CCTV	DD.MM.YYYY	On or before the Commencement Date of Work
5	Setting-up on site Lab	DD.MM.YYYY	On or before the Commencement Date of Work
6	Mobilization of Equipment(s)	DD.MM.YYYY	within One Hundred Twenty (120) Days of Signing of the Contract Agreement
7	Commercial Operations Date (COD)	DD.MM.YYYY	Within One Hundred Twenty (120) Days from Signing of the Contract Agreement



8. APPENDICES

- 8.1. APPENDIX-I: FORMAT FOR ACKNOWLEDGEMENT OF RFP DOCUMENT**
- 8.2. APPENDIX-II: FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERSTANDING**
- 8.3. APPENDIX-III: FORMAT FOR POWER OF ATTORNEY (POA) FOR SIGNING APPLICATION**
- 8.4. APPENDIX-IV: FORMAT FOR DETAILS OF MANAGERIAL STAFF**
- 8.5. APPENDIX-V: FORMAT FOR UNDERTAKING FOR NON-BLACKLISTING OF BIDDER**



APPENDIX-I: FORMAT FOR ACKNOWLEDGEMENT OF RFP DOCUMENT

(To be submitted on the Letter-Head of the Bidder)

DATE: DD.MM.YYYY

**To
Commissioner/Executive Officer/Secretary
Municipal Corporation/Council/Committee**

**REFERENCE: RFP FOR SELECTION OF AGENCY FOR PROCESSING OF DAILY GENERATED
MUNICIPAL SOLID WASTE UNDER MCG Recall**

Dear Sir/Madam,

The undersigned hereby acknowledges and confirms receipt of the Request for Proposal (RFP) Document for the captioned project from the ULB and conveys its intention to submit a Bid for the said Project.

Name of the Bidder

Signature of the Authorised Personal

Name of the Authorised Personal



APPENDIX-II: FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERSTANDING

(To be submitted on the Letter-Head of the Bidder)

DATE: DD.MM.YYYY

**To
Commissioner
Municipal Corporation, Gurugram**

**REFERENCE: RFP FOR SELECTION OF AGENCY FOR PROCESSING OF DAILY GENERATED
MUNICIPAL SOLID WASTE under MCG**

Dear Sir/Madam,

I/We have read and understood the Request for Proposal (RFP) Document in respect of the project captioned above. We hereby submitting our Bid online for the captioned project.

I/We confirm that our Bid is valid for a period of One Hundred Eighty (180) Days from the Bid due Date.

I/We hereby agree and undertake as under:

Notwithstanding any Qualifications or Conditions, whether implied or otherwise, contained in our Bid we hereby represent and confirm that our Bid is qualified and unconditional in all respects and we agree to the terms of the Draft Contract Agreement, a draft of which also forms a part of the RFP Document provided to us.

Dated this _____ Day of _____ Year _____.

Name of the Bidder

Signature of the Authorised Personal

Name of the Authorised Personal



APPENDIX-III: FORMAT FOR POWER OF ATTORNEY (POA) FOR SIGNING APPLICATION

(To be executed on the Stamp Paper of INR 100/-)

DATE: DD.MM.YYYY

Know all men by these presents, We **(Name of the Firm and Address of the Registered Office)** do hereby irrevocably constitute, nominate, appoint and authorise Mr./Ms. **(Name)** son/daughter/wife of **(Name)** and presently residing at **(Address)**, who is presently employed with us/and holding the position of **(Designation)**, as our true and lawful attorney (here in after referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for Pre-Qualification and submission of our Bid for RFP for **SELECTION OF AGENCY FOR PROCESSING OF DAILY GENERATED MUNICIPAL SOLID WASTE** by the ULB including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/responses to the ULB, representing us in all matters before the ULB, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the ULB in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Contract Agreement with the ULB.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ Day of _____ Year _____.

The undersigned hereby acknowledges and confirms receipt of the Request for Proposal (RFP) Document for the captioned project from the ULB and conveys its intention to submit a Bid for the said Project.

For

Signature, Name, Designation & Address

(NOTORISED)

Witnesses:

- 1.
- 2.

Accepted:

Signature, Name, Title & Address of Attorney

NOTE:

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



APPENDIX-IV: FORMAT FOR DETAILS OF TECHNICAL STAFF

(To be submitted on the Letter-Head of the Bidder)

DATE: **DD.MM.YYYY**

S.No.	Name of Staff	Qualification	Institute	Experience with Name of Organisation

NOTE:

1. Bidders are expected to provide information of each Technical Staff attaching the self-attested copies of supporting Documents.
2. Name of Organization should be mentioned in the Experience Letter.



APPENDIX-V: FORMAT FOR UNDERTAKING FOR NON-BLACKLISTING OF BIDDER

(To be submitted on the Letter-Head of the Bidder)

DATE: **DD.MM.YYYY**

To
Commissioner
Municipal Corporation Gurugram

REFERENCE: RFP FOR SELECTION OF AGENCY FOR PROCESSING OF DAILY GENERATED MUNICIPAL SOLID WASTE UNDER MCG

Dear Sir/Madam,

I/We **(Name of the Firm and Address of the Registered Office)** undertake and certify that we have not been barred by the central/state government, or any entity controlled by the central/state government, from participating in any project, as on the date of bid submission.

Company Seal/Stamp, Sign

Name of the Bidder's Authorised Personal

Designation of the Bidder's Authorised Personal

Address of the Bidder's Authorised Personal

Attested By

(NOTORISED)



9. ANNEXURES

9.1. ANNEXURE-1: FORMAT FOR DETAILS OF BIDDER

9.2. ANNEXURE-2: FORMAT FOR DETAILS OF ELIGIBLE PROJECTS

9.3. ANNEXURE-3: FORMAT FOR AVERAGE ANNUAL TURNOVER

9.4. ANNEXURE-4: FORMAT FOR STATEMENT OF LEGAL CAPACITY

9.5. ANNEXURE-5: FORMAT FOR FINANCIAL BID

9.6. ANNEXURE-6: FORMAT FOR STAFF DEPLOYED LIST

9.7. ANNEXURE-7: FORMAT FOR DEPLOYED STAFF ATTENDANCE SHEET

9.8. ANNEXURE-8: FORMAT FOR LIST OF VEHICLE MAINTENANCE/SERVICING SCHEDULE

9.9. ANNEXURE-9: FORMAT FOR AVAILABLE DECENTRALISED PROCESSING

9.10. ANNEXURE-10: FORMAT FOR DETAILS OF MRF-CUM-TRANSFER STATIONS

9.11. ANNEXURE-11: FORMAT FOR ONLINE REGISTER OF PROCESSING SITE

9.12. ANNEXURE-12: FORMAT FOR MONTHLY DETAILS OF PROCESSING & SCIENTIFIC DISPOSAL OF THE WASTE

9.13. ANNEXURE-13: FORMAT FOR PAYMENT

9.14. ANNEXURE-14: FORMAT FOR MONTHLY INVOICE



ANNEXURE-1: FORMAT FOR DETAILS OF BIDDER

DATE: **DD.MM.YYYY**

A	General Information:	
1.	Name	
2.	State & Country of Incorporation:	
3.	Address of the corporate headquarters and its branch office(s), if any, in India:	
4.	Date of Incorporation and/ or commencement of Business:	
B	Brief description of the Company including details of its main lines of Business and proposed Role and Responsibilities in this Project	
C	Details of individual(s) who will serve as a Point of Contact/Communication for the ULB:	
1.	Name	
2.	Designation	
3.	Correspondence Address	
4.	Contact No.	
5.	E-mail	
D	Particulars of the Authorised Signatory of the Bidder:	
1.	Name	
2.	Designation	
3.	Correspondence Address	
4.	Contact No.	
5.	E-mail	

NOTE:

1. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (attach extra sheets, if necessary).



ANNEXURE-2: FORMAT FOR DETAILS OF ELIGIBLE PROJECTS

DATE: **DD.MM.YYYY**

1.	Name of the Project	
2.	Nature of the Project	
3.	Entity for which the project was executed	
4.	Location of the Project	
5.	Project Capacity & Project Cost (INR)	
6.	Date of Commencement of Project/Contract	
7.	Date of successfully completed projects	
8.	Equity Shareholding (<i>with period during which equity was held</i>)	

NOTE:

1. Bidders/Members are expected to provide information in respect of each Eligible Project in this Annexure.
2. A separate sheet should be filled for each Eligible Project.
3. Certificate from respective Clients must be furnished along with w.r.t. each Eligible Project.



ANNEXURE-3: FORMAT FOR AVERAGE ANNUAL TURNOVER

DATE: **DD.MM.YYYY**

S.No.	Financial Year	Figures
1.		
2.		
3.		

NOTE:

- 1. The Audited Annual Reports for the last Three (3) consecutive Financial Years certified by CA alongwith UDIN no. must be submitted by the Bidder(s).*
- 2. The Certificate(s) from its Statutory Auditors specifying the Net worth and Turnover of the Bidder(s) at the close of the Financial Year must be submitted by the Bidder(s).*



ANNEXURE-4: FORMAT FOR STATEMENT OF LEGAL CAPACITY

(To be submitted on the Letter-Head of the Bidder)

DATE: **DD.MM.YYYY**

To
Commissioner
Municipal Corporation Gurugram

REFERENCE: RFP FOR SELECTION OF AGENCY FOR PROCESSING OF DAILY GENERATED MUNICIPAL SOLID WASTE UNDER MCG

Dear Sir/Madam,

We hereby confirm that I/We **(Name of the Firm and Address of the Registered Office)** (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP Document

I/We **(Name of the Firm)** have agreed that **(Name of the Individual)** will act as our representative on its behalf and has been duly authorized to submit this RFP. Further, the Authorised Signatory is vested with requisite powers to furnish such Letter and Authenticate the same.

Thanking You

Bidder(s) Seal/Stamp, Sign

Name of the Bidder's Authorised Personal

Designation of the Bidder's Authorised Personal

Address of the Bidder's Authorised Personal

For and on behalf of _____



ANNEXURE-5: FORMAT FOR FINANCIAL BID

DATE: **DD.MM.YYYY**

To
Commissioner
Municipal Corporation Gurugram

REFERENCE: RFP FOR SELECTION OF AGENCY FOR PROCESSING OF DAILY GENERATED MUNICIPAL SOLID WASTE UNDER MCG

Dear Sir/Madam,

I/We are pleased to submit our Financial Bid for **PROCESSING OF DAILY GENERATED MUNICIPAL SOLID WASTE**.

S.No.	Description	Amount per Ton (in Figures) exclusive of Taxes as applicable	Amount per Ton (in Words) exclusive of Taxes as applicable
1	Per Ton of disposal of fraction outcome after processing the MSW		

Bidder(s) Seal/Stamp, Sign

Name of the Bidder's Authorised Personal

Designation of the Bidder's Authorised Personal

Address of the Bidder's Authorised Personal

Dated this _____ Day of _____ Year _____ at _____.



ANNEXURE-6: FORMAT FOR STAFF DEPLOYED LIST

(To be filled by the Contractor/Agency)

DATE: **DD.MM.YYYY**

Name & Location of Plant _____

Name of In-Charge _____

Contact Details _____

Place of Attendance _____

List of Staff Deployed at Processing Plant/Site							
S.No.	Name of Personnel	Contact Details	Aadhar No.	Code No.	Type of Worker (Skilled/Unskilled)	Work Allocation	Remarks
List of Drivers							
List of Helpers							
List of Labours							

Data/Detail Provided By (authorized Personnel of Agency)

Name: _____

Designation: _____

Date: _____

Verified By (authorized Personnel of MC)

Name: _____

Designation: _____

Date: _____

Checked/Verified By (authorized Personnel of MC)

Name: _____

Designation: _____

Date: _____

Approved By (authorized Personnel of MC)

Name: _____

Designation: _____

Date: _____



ANNEXURE-7: FORMAT FOR DEPLOYED STAFF ATTENDANCE SHEET

(To be filled by the Contractor/Agency)

DATE: **DD.MM.YYYY**

Name & Location of _____
Plant

Attendance Sheet					
DATE	Personnel Details				Work Allocated
	(Name)	(Name)	(Name)	(Name)	

NOTE:

1. The Given Format is indicative. Daily Attendance can be marked with Biometric based Attendance System. In that case Total Attendance may be calculated using Biometric based system.

Signature _____
 Name of In-Charge _____
 Contact Details _____
 Date _____
 Location _____

Data/Detail Provided By (authorized Personnel of Agency)
 Name: _____
 Designation: _____
 Date: _____

Checked/Verified By (authorized Personnel of MC)
 Name: _____
 Designation: _____
 Date: _____

Verified By (authorized Personnel of MC)
 Name: _____
 Designation: _____
 Date: _____

Approved By (authorized Personnel of MC)
 Name: _____
 Designation: _____
 Date: _____



ANNEXURE-8: FORMAT FOR LIST OF VEHICLE MAINTENANCE/SERVICING SCHEDULE

(To be filled by the Contractor/Agency)

DATE **DD.MM.YYYY**
:

Name & Location of Plant _____

Machinery/Vehicle Maintenance/ Servicing Schedule							
S.No.	Vehicle/Machinery Details		Washing Details		Servicing Details		
	Registration No.	Type	Scheduled Date	Washing Done on Scheduled Date (Y/N)	Scheduled Date	Servicing Done on Scheduled Date (Y/N)	Emergency Servicing Details (If any)

Data/Detail Provided By (authorized Personnel of Agency)

Name: _____
Designation: _____
Date: _____

Checked/Verified By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

Verified By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

Approved By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____



ANNEXURE-9: FORMAT FOR AVAILABLE DECENTRALISED PROCESSING FACILITY

DATE: **DD.MM.YYYY**

Name & Location of Plant _____

List of Available Decentralised Processing Space						
S.No./ Code No.	Location	Area (Sqm.)	Ownership of Land	Lease Charges (if any)	Start Date of Processing	Method of Decentralized Waste Processing/MRF
1						
2						
3						
4						
5						
6						
7						
8						

Data/Detail Provided By (authorized Personnel of Agency)

Name: _____
Designation: _____
Date: _____

Checked/Verified By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

Verified By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

Approved By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____



ANNEXURE-10: FORMAT FOR DETAILS OF MRF-CUM-TRANSFER STATIONS

(To be filled by the ULB)

DATE: **DD.MM.YYYY**

Details of MRF-cum-Transfer Stations						
S.No./Code No.	Name of MRF-cum-Transfer Station	Location	Capacity	Colony/Sector/Township/GHS etc., served	No. of Workers	Name of In-Charge

Data/Detail Provided By (authorized Personnel of Agency)

Name: _____
Designation: _____
Date: _____

Verified By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

Checked/Verified By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

Approved By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____



ANNEXURE-11: FORMAT FOR ONLINE REGISTER OF PROCESSING SITE

(To be filled by the Contractor/Agency)

DATE: **DD.MM.YYYY**

Name & Location of Plant _____
Capacity _____
Name of In-Charge _____

Online Register of Processing Plant/Site						
S.No.	Registered Vehicle No.	Trip No.	Vehicle Checking By	Weight of Total Waste collected by Vehicle		
				In Weight	Out Weight	Wright of Weight collected (In-Out)

Data/Detail Provided By (authorized Personnel of Agency)

Name: _____
Designation: _____
Date: _____

Checked/Verified By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

Verified By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

Approved By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____



ANNEXURE-12: FORMAT FOR MONTHLY DETAILS OF PROCESSING & SCIENTIFIC DISPOSAL OF THE WASTE

(To be filled by the Contractor/Agency)

DATE: **DD.MM.YYYY**

Monthly Details of Processing & Scientific Disposal of the Waste												
S.No.	Total Waste generated (Tonne)	Wet Waste (Tonne)	Dry Waste (Tonne)	Bi-Products recovered from the Processing of Wet Waste				Bi-Products recovered from the Processing of Dry Waste				Total Inert generated (Tonne)
				Compost (Tonne)	Utilization of Compost (Tonne)	Bio Gas (cubic m.) (if any)	Utilization of Bio Gas (cubic m.) (if any)	Recyclables recovered from Dry-Waste (Tonne)	Utilization of Recyclables recovered from Dry-Waste (Tonne) (Detail of Recyclers should also be given)	RDF Produced (Tonne)	RDF Utilized through which Agency?	

NOT E:

- The Contractor/Agency should also attach supporting Documents regarding utilization of Bi-Products recovered from processing of waste.

Data/Detail Provided By (authorized Personnel of Agency)

Name: _____
Designation: _____
Date: _____

Verified By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

Checked/Verified By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

Approved By (authorized Personnel of MC)

Name: _____
Designation: _____
Date: _____

ANNEXURE-13: FORMAT FOR PAYMENT

(To be done by the MC)

DATE: **DD.MM.YYYY**

Checklist for Payment		
S.No.	Requirement	Yes/No
1	CCTV Cameras are installed at: a) Weigh Bridges b) Material Recovery Facilities (MRFs) c) Waste Processing Facilities	
2	Biometric Attendance System /Attendance sheet on SWM Portal System has been installed/integrated for all the Employees.	
3	Proof of Fractions recovered from Dry-Waste and their Disposal: a) Recyclable b) Refused Derived Fuel (RDF) /Non-Recyclable item	
4	Proof of Fractions derived from Wet-Waste and their Disposal: a) Compost b) Inert c) Quantity of Leachate collected, Treated and their Disposal	
5	Submission of Sample Report of the following: a) RDF b) Compost c) Inert d) Leachate e) Underground Water f) Air Pollution	
6	Contractor/Agency has identified all the BWGs Generating Waste more than 100 Kg. or defined by ULB?	
7	Contractor/Agency has submitted the Monthly detail of: a) Waste Collected b) Waste Processed; c) Bi-Products recovered after Processing d) Inert generated & utilization of Bi-Products	
8	Contractor/Agency has arranged the Machinery required for the Management/Processing of Waste within Ninety (90) Days of signing of the Contract Agreement	
9	Contractor/Agency has identified Land for the Construction of additional Processing Site and MRF Center	
10	Contractor/Agency has Designed, Constructed, Operating and Maintained all the Project Assets and Project Facilities including Processing Facilities & Sanitary Landfill	
11	Contractor/Agency has taken all Applicable Approvals/Clearances in sequence and comply with the Provisions therein from Time to Time	

Data/Detail Provided By (authorized Personnel of MC)

Name: _____

Checked/Verified By (authorized Personnel of MC)

Name: _____



Designation: _____

Date: _____

Verified By (authorized Personnel of MC)

Name: _____

Designation: _____

Date: _____

Designation: _____

Date: _____

Approved By (authorized Personnel of MC)

Name: _____

Designation: _____

Date: _____



ANNEXURE-14: FORMAT FOR MONTHLY INVOICE

Name of Firm _____

DATE: **DD.MM.YYYY**

Address of Firm _____

INVOICE No.: _____

Contact Details _____

Bill To:

**Commissioner
Municipal Corporation, Gurugram**

SUBJECT: MONTHLY INVOICE FOR PROCESSING OF DAILY GENERATED MUNICIPAL SOLID WASTE UNDER MCG.

MONTHLY PAYMENT FOR PROCESSING OF DAILY GENERATED MSW	
Description	Details
Weighbridge; Location & Capacity	
Total Quantity of Waste Collected at the Processing Site	
Total Quantity of Waste Processed at the Processing Site	
Quantity of different fraction of MSW:	
1. _____	
2. _____	
3. _____	
4. _____	
5. _____	

If you have any queries about this Invoice, please contact [Name, Phone, email@address.com]

NOTE:

1. Payment for processing shall be released on the basis of disposal of all the fractions obtained after processing and data of processing of the waste.
2. The Contractor/Agency shall submit the following documents along with the bill:
 - i. Recording of CCTV Cameras
 - ii. Outcome report of daily processed waste submitted to ULB and published on **SWM Portal**.
 - iii. **Biometric attendance / attendance sheet of SWM Portal** of all the employees.
 - iv. Copy of weigh slip of each vehicle weight on the weigh bridge.
 - v. MIS of Electronic Weigh-Bridge (as per Standard Norms).
 - vi. **Calibration of Electronic Weigh-Bridge as required by ULB**
 - vii. Date-wise quantity of processed waste for the following components:
 - a) Wet waste
 - b) Dry waste
 - c) Domestic Bio-medical waste
 - d) E-waste
 - e) Sanitary Waste
 - f) Domestic Hazardous Waste
 - viii. Fractions recovered from Dry waste and their disposal along with the proof of disposal.



- a) Recyclable
- b) Refuse Derived Fuel (RDF)
- ix. Fractions derived from wet waste and their disposal along with the record.
 - a) Compost
 - b) Inerts
- x. Quantity of leachate collected, treated and their disposal with proof
- xi. Sample report of the following:
 - a) RDF
 - b) Compost
 - c) Inerts
 - d) Leachate
 - e) Underground water
 - f) Air Pollution

The samples should be tested through Government authorized laboratories by the Contractor/Agency every Month for claiming the Monthly Bill. The sample should be taken in the presence of the Officer-in-charge of the concerned ULB at the Processing Site.