REQUEST FOR PROPOSAL
FOR
SELECTION OF AGENCY FOR
COLLECTION, TRANSPORTATION, SCIENTIFIC
PROCESSING & DISPOSAL OF
SOLID WASTE IN CLUSTERS OF
GRAM PANCHAYATS IN HARYANA

RFP No. 580 Dated 11-07-219
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REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR COLLECTION, TRANSPORTATION, SCIENTIFIC PROCESSING AND DISPOSAL OF SOLID WASTE IN CLUSTERS OF GRAM PANCHAYATS IN HARYANA

BLOCK DEVELOPMENT AND PANCHAYAT OFFICER (BDPO), BLOCK NIZAMPUR, DISTRICT MAHENDRAGARH, HARYANA

Notice Inviting Request for Proposal

No. 580

On the behalf of Block Development and Panchayats Officer, Nizampur do hereby invites bids from eligible contractors/ suppliers/ agencies for the work mentioned below.

<table>
<thead>
<tr>
<th>Name of work</th>
<th>E/Co cost in Lacs</th>
<th>Time Period</th>
<th>Earnest Money</th>
<th>Tender Document Fee</th>
<th>Publishing / Document Download Date</th>
<th>Bid Submission Last Dates</th>
<th>Technical / Financial Bid Opening</th>
</tr>
</thead>
<tbody>
<tr>
<td>Providing services within One Cluster of Six Gram Panchayats namely Azmabad Mokhuta, Bamanwas Nuh, Narehari, Nizampur, Napla, Ropar Sarai Block Nizampur for Collection, Transportation, Scientific Processing and Disposal of Solid Waste, Cleaning, Nallas &amp; Open drains Sweeping Roads, Berms, including its lifting and cleaning of Silt, debris, wase all kinds &amp; door to door collection and Segregation at source and secondary segregation and Transportation of all kinds of collected Garbage solid waste up to disposal/ Landfill site decided by BDPO Nizampur.</td>
<td>0.60</td>
<td>1 year</td>
<td>0.60 Lacs</td>
<td>1000 Rs.</td>
<td>11-07-2019</td>
<td>25-07-2019</td>
<td>26-07-2019</td>
</tr>
</tbody>
</table>

Terms & Conditions:

1. Details regarding terms & conditions including the tender documents are available on the website http://mahendragarh.gov.in and also in office of Block Development & Panchayat Officer, Nizampur.
2. Tender will have to submit hard copy of all documents i.e. tender documents cost/ Security Fees in shape of Demand Drafts in favour of Block Development & Panchayats Officer, Nizampur copy of enlistment, in the Office of BDPO Nizampur upto dated 10-07-2019 at 5:00 PM must be submitted in this office unless bid is liable to be rejected.
3. Block Development & Panchayats Officer, Nizampur reserves the right to accept, reject or cancel any tender/ Bid without any notice.
4. Conditional tenders will not be entertained & are liable to be rejected.
5. In case the day of opening of tenders happens to be holiday, the tenders will be opened on the next working day. The time & space of receipt of tender and other conditions will remain unchanged.
6. The tender without earnest money will not be opened.
7. The jurisdiction of court will be at Narnaul.

-Sd-
Block Development & Panchayats Officer, Nizampur

Endst No. 581-89

A copy if forwarded to the following for information & wide publicity please:

1. State Project Coordinator/ SBM Office of Principal Secretary to Govt. Haryana, Development & Panchayats Department, Chandigarh
2. Deputy Commissioner, Mahendragarh at Narnaul.
3. Additional Deputy Commissioner, Mahendragarh at Narnaul.
4. DDPO, Narnaul
5. DIPRO, Narnaul
6. DIO, Narnaul
7. Xen, PR, Narnaul
8. Concerned Junior Engineer, Block Nizampur
9. Notice Board BDPO, Nizampur

-Sd-
Block Development & Panchayats Officer, Nizampur
## Data Sheet

<table>
<thead>
<tr>
<th><strong>RFP Issuing Authority</strong></th>
<th>Block Development and Panchayats Officer, Nizampur District Mahendragarh (Haryana)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of the Project Work</strong></td>
<td>Request For Proposal For Selection Of Agency For Collection, Transportation, Scientific Processing And Disposal Of Solid Waste In Clusters Of Gram Panchayats In Haryana</td>
</tr>
<tr>
<td><strong>Date of publishing of RFP</strong></td>
<td>11-07-2019</td>
</tr>
<tr>
<td><strong>RFP Reference No</strong></td>
<td>580 dated 11-07-2019</td>
</tr>
<tr>
<td><strong>Cost of RFP Document</strong></td>
<td>Rs. 1000 /-</td>
</tr>
<tr>
<td><strong>Earnest Money Deposit (EMD)</strong></td>
<td>Rs. 0.60 Lacs</td>
</tr>
<tr>
<td><strong>Date and Time of Pre- bid Meeting along with Submission of Pre-bid queries</strong></td>
<td>22-07-2019 1:00 PM</td>
</tr>
<tr>
<td><strong>Venue for Pre-bid meeting</strong></td>
<td>Block Development and Panchayats Officer, Nizampur, District Mahendragarh (Haryana)</td>
</tr>
<tr>
<td><strong>Last date and time for submission of Tender</strong></td>
<td>25-07-2019 at 5:00 PM</td>
</tr>
<tr>
<td><strong>Validity of Proposal/Bid</strong></td>
<td>90 Days from the Last Date of Submission of the Bid</td>
</tr>
<tr>
<td><strong>Method of Selection</strong></td>
<td>Lowest Based Selection (L1)</td>
</tr>
<tr>
<td><strong>Date and Time of Opening of Technical bid</strong></td>
<td>26-07-2019 at 11:00 AM</td>
</tr>
<tr>
<td><strong>Date and Time of Technical Presentation</strong></td>
<td>26-07-2019 at 11:30AM</td>
</tr>
<tr>
<td><strong>Date and time for opening of Commercial Bids</strong></td>
<td>26-07-2019 at 12:00 PM</td>
</tr>
<tr>
<td><strong>Address for communication</strong></td>
<td>Block Development and Panchayats Officer, Nizampur, District Mahendragarh (Haryana)</td>
</tr>
</tbody>
</table>
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 Block Development and Panchayat Officer, Nizampur, Development and Panchayats Department, Haryana, hereinafter referred as “Authority” or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and any 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 Authority 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 Authority 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 Authority, 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.

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. Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

5. The Authority, 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, 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 Authority 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 Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

8. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority 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 Proposal, regardless of the conduct or outcome of the Bidding Process.
## Abbreviations

<table>
<thead>
<tr>
<th>Abbreviations</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>EMD</td>
<td>Earnest Money Deposit</td>
</tr>
<tr>
<td>LoI</td>
<td>Letter of Intent</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>BDPO</td>
<td>Block District and Panchayat Officer</td>
</tr>
<tr>
<td>WO</td>
<td>Work Order</td>
</tr>
<tr>
<td>SBM-G</td>
<td>Swachh Bharat Mission- Gramin</td>
</tr>
<tr>
<td>SWM</td>
<td>Solid Waste Management</td>
</tr>
<tr>
<td>KPI</td>
<td>Key Performance Indicators</td>
</tr>
</tbody>
</table>
Definitions:

1. “Authority”/“Department” refers to Block District Panchayat Officer (BDPO), Development and Panchayats Department, Haryana.
2. “Bid/Proposal” means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Technical Proposal and Price Proposal along with all other documents forming part and in support thereof as specified in this RFP.
4. “Bidder” means Agency/Contractor responding to the RFP.
6. “Bid Process” means the process of selection of the Successful Bidder through competitive bidding and includes submission of Proposals, scrutiny and evaluation of such Bids as set forth in the RFP.
7. “Deadline for Submission of Bids/ Proposal” or “Proposal Due Date/Bid Due Date” shall mean the last date and time for receipt of Bids as set forth in ‘Invitation for Proposal’ of this RFP or such other date / time as may be decided by BDPO in its sole discretion and notified by dissemination of requisite information.
8. “Agreement” means the legal agreement including, without limitation, any and all Appendix thereto, which will be entered into between BDPO and the Successful Bidder.
9. “Selected Bidder” shall mean the Bidder who has emerged as preferred bidder in terms of this RFP and has been issued the Letter of Intent (LoI) by BDPO and awarded the work under this RFP.
10. “Letter of Intent” or “LOI” means the letter issued by BDPO to the Successful Bidder to undertake and execute the project in conformity with the terms and conditions set forth in the RFP and any subsequent amendments thereof.
11. “Performance Guarantee” shall mean the Bank Guarantee furnished by a successful Bidder for punctual and due performance of its duties as per terms and conditions of this RFP.
12. “RFP” or “Tender” shall mean this RFP document which comprises of the following sections: Disclaimer, Instructions to Bidders, Scope of Work, Draft License Agreement, Service Level Agreement, Forms of Bid which include any applicable Appendix.
13. “Contract Period” shall mean the total duration of the Project i.e. 12 months or one year from the date of signing of agreement.
14. Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.
1. Introduction

1.1 Project Background

The domestic waste generated in rural households of India is increasingly becoming an issue of serious concern. Though, solid waste generated in rural areas is predominantly organic and biodegradable, it is becoming a major problem as the waste generated is not segregated in-situ and is of the order of 0.3 to 0.4 million metric tons per day, as reported the Ministry of Drinking Water and Sanitation (MDWS), Government of India. Inconsiderate littering causes poor environmental sanitation resulting in unhealthy quality of living. Therefore, domestic-refuse should be handled responsibly. In order to manage waste in a desirable way, there should be a functional waste management system in place. Without a functional waste collection and disposal system at the Panchayat level it is arbitrary to hold individual households responsible or blame them of irresponsibility.

In this regard, the Block Development and Panchayat Officer, Block <Location>, District <Name>, Haryana, hereinafter, referred as the “Authority” has initiated the bidding process for selection of Agency (the “Bidder”) for undertaking the project for Collection, Transportation, Scientific Processing and Disposal of Solid Waste in Clusters of Gram Panchayats in Haryana.

1.2 Objective

a) District Swachh Bharat Mission Gramin, ---------- has been in the forefront in implementing reforms aiming at improved service delivery that is qualitative, reliable, and sustainable in the rural areas of ---------- District. Solid Waste Management (SWM) is the priority area of service delivery and Authority has been making continued efforts in improving SWM in ---------- Blocks for the past few years.

b) Swachh Bharat Mission (“SBM”) program was launched by the Ministry of Drinking Water and Sanitation, Government of India, to undertake reforms and facilitate investments in the rural sector.

c) With the objective of developing the project, Authority will select a Bidder who shall be responsible for enabling collection, transportation, storage, processing and disposal of SW and reclamation/ alternative use of existing dump sites. The purpose
of this RFP is to achieve 100% cleanliness in the Rural areas of Haryana.

d) To ensure that the SWM Project is operated in accordance with the applicable laws including Solid Waste Management Rules, 2016 and meets O&M requirements set out by the Authority; the respective Authority will be looking over the process and conducting monthly inspections to monitor the progress of the Project.

e) The Bidder shall be responsible for enabling collection, transportation, segregation, processing and disposal of SWM Rural (the “Project”). The bidder shall also initiate IEC programs to ensure segregation at source to be implemented across the bidding area.

f) The Contract agreement will be signed between Authority and the Selected Bidder for managing Solid Waste in cluster of Gram Panchayats within a block.

1.3 Role of Bidder

The Selected Bidder would be required to adhere to the scope of work mentioned in this RFP, which is not limited to:

a) Collection, Transportation, Scientific Processing and Disposal of Solid Waste, comprising of Household Solid Waste; Green Waste and solid waste as per solid waste Management Rules, 2016 as may be prescribed (“Conforming Waste”) generated within area falling under its jurisdiction.

For achieving this objective, the Bidder has to ensure:

- The implementation of Solid Waste Management Rules 2016 and other applicable laws within its territorial area.
- Develop, run and maintain an effective infrastructure for collection, storage, segregation, transportation, processing and disposal of ‘Conforming Waste’ and prohibiting littering of waste on the streets within the rural areas.
- Lifting solid waste generated from houses, institutions and commercial establishments (if any).
- Collection, storage, transportation and processing of confirming waste.
- Providing adequate community solid waste processing facilities.
- Processing of wastes by adopting appropriate technologies.
- Reclamation/bioremediation of the existing dump sites or setting up new sites and disposal of inert wastes in sanitary landfills.
Conducting awareness programs to disseminate information to public.

Setting up effective monitoring mechanism and grievance redressal mechanism.

b) There are 4 (four) major identifiable components in managing of Solid Waste as defined under Scope of Work:

I. Door to door collection of solid waste from collection points nearby streets, houses, institutions and commercial establishments (if any), transportation to the designated sites and processing of waste.

II. Development, construction and operation and maintenance of the sanitary engineered landfill facility (SLF).

III. Development, construction, and operation & maintenance of the waste processing facility.

IV. Implementing awareness programs to disseminate information to public.

*Note: All components defined in above need to be handled separately without inter-mixing one with another at any stage of operation.*

1.4 General Information

The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the “Bidding Documents”), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms.

2. Scope of Work

2.1 Operations/ Services

a) The Bidder may choose to bid for minimum of five (5) continuous clusters or in the complete Block as a whole to substantiate their financial viability under this tender. For more details, please refer ANNEX -VII: Indicative Population in Clusters of Gram Panchayats in Haryana. Finalized date regarding Population in Clusters of Gram Panchayats in Haryana shall be provided by the Authority of the respective block.
b) The Bidder should submit the details of methodology/technology and equipment required for the operation/services. Also, bidder shall survey the areas of interest and shall submit the plan of action for operations only after careful study and assessment.

c) The Bidder shall carry out the following Solid Waste management (SWM) Operations, in accordance with Good Operating Practices, as set out in this Contract and as per SWM Rules 2016.

d) Scope of work includes:
   - Door to door collection of solid waste from collection points nearby streets, houses, institutions and commercial establishments (if any), transportation to the designated sites and processing of waste
   - Segregation of waste at source
   - Development, construction and operation and maintenance of the sanitary engineered landfill facility (SLF).
   - Development, construction, and operation & maintenance of the waste processing facility.
   - In order to cover entire population of the village/Gram Panchayat, the Bidder will strategise the route plan and will identify strategic collection points for collection of Solid Waste from the households of the village, without giving any undue advantage or disadvantage to any individual(s).
   - The Bidder will do the benchmarking of collection points by considering Dustbin to Population Ratio.
   - Lifting and transportation of waste from door to door, public places and community buildings and unloading it at the earmarked processing sites provided by the Gram Panchayat to the bidder and further transportation to the scientific landfill.
   - The capital expenditure will be borne by the bidder.
   - Scientific Disposal of the Solid Waste using latest technology / innovative ways.
   - Maintenance of all bins and collection points in absolutely spick and span condition.
   - Operation and maintenance of required infrastructure including vehicles / machineries (like tri-cycle, auto-rickshaw, tractor-trolley, tipper etc.), other facilities, etc.
   - Organizing and conducting IEC programmes for public awareness that includes segregation/ separate collection of waste at source.
   - Execution of work in compliances with the SWM Rules 2016; directions and
instructions of Authority/District administration (and as per bid document). Waste Collection and Transportation from streets and premises of the villages/Gram Panchayats.

- Revenue by sale of product/bio-product after processing of waste, will be the responsibility of the bidder.

e) Collection of waste from strategic collection points shall be in compliance to the KPIs mentioned in this RFP. Accordingly, the Penalties will be calculated and deducted from the monthly payment to be paid to the Bidder.

2.2 Methodology of Work

The Bidder can adopt any methodologies for executing entire scope of work including collection and transportation of waste to the disposal site. The indicative methodology of the work is as mentioned below:

a) Collection of waste from primary sources of generation such as residential premises, commercial establishment, institutional buildings in containerized wheelbarrows or through tri-cycles or through any other mode of transportation either mechanical or manual and then only mechanically transferring the waste to secondary collection centers by vehicles of sufficient capacity and transportation to disposal site for disposing the waste.

b) To place containers at strategic collection points for temporary deposition of waste.

c) Bidder will be free to adopt any of the above method or any other suitable methods of collection and transportation of waste to be approved by authority but in no case waste will be permitted to exposure of public view either during storage or transportation. The entire work shall be carried out within the ambit of SW Rules- 2016.

d) In case the bidder chooses the use of transfer station as a facility for storage and transporting the waste, land required for storage will be provided by Gram Panchayat. Incase bidder has plans for such transfer station; bidder should submit details of minimum land requirement to the respective Authority, well in advance.
e) All equipment related to collection, transportation, & other activities would be purchased/ taken on lease by the bidder and all capital expenditure and operational expenditure would be borne by him. All investments about construction of Secondary Collection Centers as well as, their upkeep, maintenance & operation would be the sole responsibility of the bidder.

2.3 Manpower Requirements

a) Bidder is free to deploy sufficient number of man power as per the requirement. The employer will not insist on numbers, unless insufficient numbers are provided by the bidder which hampers the quality and quantity under the scope of work.

b) The bidder shall issue photo identity card to each of his worker mentioning therein the name, and designation of the worker. Bidder’s workers shall keep wearing this photo identity card during their duty hours.

2.4 Equipment Requirements

a) The bidder shall make his own arrangements for the equipment required to carry out the scope of work as mentioned in the RFP. The containers and the vehicles to be used in collection and transportation of Solid Waste shall be arranged by the Bidder.

b) Bidder will be permitted to use his purchased/ taken on lease vehicles for transportation of waste, arrangement for extra vehicles will have to made for replacement in case of any breakdown of the vehicle.

2.5 Transportation of Waste to the processing facilities

All waste collected shall be transported and unloaded at the designated processing and disposal site as provided by the village/Gram Panchayat.

2.6 Payment Terms

a) The Bidders shall maintain daily summary of SW operations which should provide the following minimum information:
i. Name and contact details of the Supervisor along with his/hersignature
ii. Ward number / area for which Supervisor has been deputed
iii. Name of each worker along with their designation

b) A photo copy of each of attachment sheets shall have to be enclosed by the Bidder with his monthly bill/invoice (‘B’), which shall be calculated based on formula as mentioned below:

- \[(\text{Total Population of the Gram Panchayats in the Cluster selected by the Bidder, as referred in ANNEX -VII: Indicative Population in Clusters of Gram Panchayats in Haryana}) \ast (\text{Average Waste Generated per person in a day, assumed to be 150 grams}) \ast (\text{Total No. of Days in that month}) \ast (\text{Unit Cost Quoted by the Bidder in Tons})\] = ‘A’.

- ‘A’ –(Income generated by the Bidder by selling recycle waste/segregated waste) = ‘B’

c) And, Monthly Payment (‘C’) shall be paid by the Cluster of Gram Panchayats in the Block (on prorate basis of population in each of the Gram Panchayat) to the Bidder from the total grants/funds transferred to them by State/Central Govt. or their own funds.

d) No bill of Bidder shall be certified for payment unless the bidder produces proof of work done and verified by the Sarpanch and Gram Sachiv or by the respective committee, constituted by the Authority.

2.7 Selling of Recyclable Waste

a) Bidder will be allowed to segregate the Dry Waste from the collected Solid Waste.
b) The Bidder will be allowed to sell the collected Dry Waste at Recyclable Centers and shall reduce the sale amount from the monthly bill/invoice.
c) Bidder however shall submit the detail of the sale proceeds of garbage on monthly basis.
d) Bidder shall be responsible for complying applicable laws on sale or disposal of such waste

2.8 Monitoring by the Authority

a) The Authority may himself or through his authorized representative(s) can inspect
the work at any time to satisfy whether the work is being carried out as per the terms of contract or not.

b) A weekly review meeting will be conducted with the Authority or his authorized representative (s) and the selected bidder. Authority can review the progress of the work, complaints received and timely compliance by the proper action taken by the bidder.

c) The bidder shall co-operate in the monitoring mechanism adopted by the authority. For ensuring fairness to both sides a monitoring mechanism is devised as under to keep a day to day record and ensure that bidder is performing his duties as per the contract Agreement.

3. Brief description of Bidding Process

3.1 General

Any person intending to participate in the Bidding Process, is required to download the RFP document from the portal http://harpanchayats.gov.in; and http://haryanadp.gov.in

a) The Authority has adopted a single stage four envelope process (collectively referred to as the “Bidding Process”) for selection of the Bidder for award of the Project.

b) In terms of the RFP, a Bidder will be required to deposit, along with its Bid, Earnest Money of (2% of the project cost) in the form of a demand draft from any bank. The Bid shall be summarily rejected, if it is not accompanied by the Earnest Money.

c) The contract period shall be pre-determined.

d) The Bidder shall give the commercial/financial quote in INR per Tons for the project for each year of the Contract period.

e) The bidder shall give technical presentation to Authority on its plan, approach and methodology to implement the project. Financial bid and technical presentation would be weighed as per the criteria given in the RFP. Authority may at its own discretion choose to negotiate with the proposed Bidder or all prequalified bidders to arrive at the best financial offer in the interest of Authority.
f) Any queries or request for additional information concerning this RFP shall be submitted through email on Email ID mentioned below:

   a. bdpo@gmail.com

g) Bidders are advised to be specific and mention clause wise queries in unambiguous manner. Authority reserves the right not to respond to vague and frivolous queries.

3.2 Schedule of Bidding Process

   Authority would endeavor to adhere to the schedule as per the data sheet mentioned in the RFP.

4. Instructions to Bidders

4.1 General

   a) The Bidder can multiple bids for various Clusters of Gram Panchayats in Haryana, as mentioned in Annex VII of this RFP. However, the Bidder shall bid for maximum of five (5) continuous clusters of Gram Panchayats in a Block.

   b) The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on Authority nor confer any right to the Bidders, and Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.

   c) Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

   d) The Bid should be furnished in the formats specified in the RFP and signed by the Bidder’s authorized signatory. The Successful Bidder may be subsequently invited for signing the Concession Agreement. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information
required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.

e) The Bidder shall submit as part of its Bid a bid security of 2% of project cost in accordance with the provisions of this RFP ("Bid Security"). The Bidder has the option to provide the Bid Security either as a demand draft or in the form of a bank guarantee, acceptable to Authority as per the format at Appendix III.

f) The Bidder should submit a power of attorney as per the format at Appendix IV, authorizing the signatory of the Bid to commit the Bidder.

g) In case the Bidder is a Consortium, the Members thereof should furnish a power of attorney in favor of the Lead Member as per the format at Appendix V.

h) Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents may render the Bid liable to rejection as a non-responsive Bid.

i) The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language if they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials which are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

j) The Bidding Documents, including this RFP and all attached or other documents, are and shall remain the property of Authority and are transmitted to the Bidders solely for preparation and submission of a Bid in accordance with the Bidding Documents. Bidders 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.

k) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects
the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to Authority under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of Authority.

l) Any award of concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.

m) Authority may terminate the bidding process at any time without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone.

4.2 Change in composition of the Consortium

a) A Consortium shall be composed of a lead member and 3 members (the "Members"). Maximum number of members in a consortium is 3. Change in the composition of a Consortium will not be permitted by the Authority after the Bid Submission Deadline.

b) The Consortium shall submit a power of attorney and a consortium agreement substantially in the form at Appendix IV and Appendix V respectively along with the Bid on or before the Bid Submission Deadline.

4.3 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bid and their participation in the Bidding Process. Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

4.4 Site visit and verification of information

a) Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the sites’ conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to sites, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. A site visit shall be organized by Authority prior to the pre-bid conference for all Bidders. Further details regarding this
site visit shall be given by Authority to all Bidders in due course.

b) It shall be deemed that by submitting a Bid, the Bidder has:
   i. made a complete and careful examination of the Bidding Documents;
   ii. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Authority relating to any of the matters referred to in Clause 4.4 a);
   iii. satisfied itself about all matters, things and information including matters referred to in Clause 4.4 a) above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
   iv. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 4.4 a) above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, or a ground for termination of the Concession Agreement by the Concessionaire; and
   v. Acknowledged that it does not have a Conflict of Interest.
   vi. Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by Authority

4.5 Right to Accept or Reject Any or All Bids

a) Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by Authority make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of Authority hereunder.

b) Authority reserves the right to reject any Bid and appropriate the Bid Security if:
   i. at any time, a material misrepresentation is made or uncovered; or
   ii. the Bidder does not provide, within the time specified by Authority the
supplemental information sought by Authority for evaluation of the Bid.

iii. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member shall be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Successful Bidder gets disqualified/ rejected, then Authority reserves the right to select the Bidder which proposed the second lowest quote for the Viability Gap Grant as Successful Bidder or cancel the Bidding Process.

4.6 Amendment of RFP

a) At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addenda.

b) In order to provide the Bidders a reasonable time for taking an addendum or corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

4.7 Validity of Proposal

a) The technical and commercial bids shall be valid for a period of 90 days or Three (3) months from the closing date of submission of the bids.

b) The Authority reserves the right to reject any Proposal that does not meet this requirement.

c) Prior to expiry of the original Proposal Validity Period, the Authority may request the Bidders 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 Proposal, but would be required to extend the validity of its Bid Security equivalent to the validity period of extension.

5. Preparation and Submission of Bids

5.1 Format and Signing of Bid

a) The Bidder shall in its Bid provide all the information sought under the Bidding Documents. Authority will evaluate only those Bids that are received in the required
b) Bidder (authorized signatory) shall submit its bid in hard copy formats in English Language. The Authority will not be responsible for delay in submission due to any reason. For this, bidders are requested to submit the complete bid proposal well advance so as to avoid any unforeseen problems.

c) The Bidder shall prepare 1 original set of its Bid clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 copies of its Bid clearly marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

d) The Bid shall be typed and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person signing the Bid. The Bid shall contain page numbers.

5.2 Sealing and Marking of Bids

The "Bid" shall be comprised of 4 envelopes:

**Envelope 1: Statement of Qualification:** Bidder shall submit single copy of the statement of qualification. Bidder shall examine all terms and instructions included in this document. Failure to provide all requested information shall be at bidder’s risk and may result in rejection of proposal.

**Envelope 2: Technical Bid:** Bidder shall submit single copy of the technical proposal. Bidder shall examine all terms and instructions included in this document. Failure to provide all requested information shall be at bidder’s risk and may result in rejection of proposal.

**Envelope 3: Financial Bid:** Bidder shall submit single copy of the financial proposal. Bidder shall examine all terms and instructions included in this document. Failure to provide all requested information will be at bidder’s risk and may result in rejection of proposal.

**Envelope 4: Earnest Money Deposit:** A Bid Security of INR XX (Rupees ________only) in the form of Demand Draft in favor of Block Development and
Panchayat Officer, <Location> and payable at<Location>, must be submitted along with the Proposal. Proposals not accompanied by Bid Security shall be rejected outright as non-responsive. No interest shall be payable by Authority for the sum deposited as earnest money deposit. No bank guarantee will be accepted as Bid Security. The Bid Security shall be returned to bidders within one month of issuance of LoI (Letter of Intent) to the successful bidder. Bid Security shall be forfeited by Authority in the following circumstances:

- If the bid is withdrawn during the bid validity period or up to the extension period if notified
- If the offer is modified or varied in a manner not acceptable to Authority after opening of the proposals during the bid validity period or any extension thereof.

The above four envelopes shall finally be enclosed in one bigger sealed envelope as submission. The envelope cover must clearly state the name of the assignment.

Document submitted in parts or after the bid submission time shall not be considered for evaluation. Authority also reserves the right to postpone part/complete study or scrap the very bidding process itself.

5.3 Late Bids

Bids received by Authority after the specified time on the Bid Submission Deadline shall not be eligible for consideration and shall be summarily rejected.

5.4 Modifications/Substitution/Withdrawal of Bids

a) The Bidder may modify, substitute or withdraw its Bid after submission, provided that the written notice of the modification, substitution or withdrawal is received by Authority prior to the Bid Submission Deadline. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Submission Deadline.

b) The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.10, with the envelopes being additionally marked:
"MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

c) Any alteration/modification in the Bid or additional information supplied subsequent to
the Bid Submission Deadline, unless the same has been expressly sought by
Authority shall be disregarded.

5.5 Rejection of Bids

Notwithstanding anything contained in this RFP, Authority reserves the right to 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 therefore. In the event that Authority rejects or annuls all the Bids, it may, in its
discretion, invite all eligible Bidders to submit fresh Bids hereunder.

5.6 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for
the Bidders shall not be disclosed to any person who is not officially concerned with the
Bidding Process or is not a retained professional advisor advising Authority in relation to
or matters arising out of, or concerning the Bidding Process.
Authority will treat all information, submitted as part of the Bid, in confidence and will
require all those who have access to such material to treat the same in confidence.
Authority may not divulge any such information unless it is directed to do so by any
statutory entity that has the power under law to require its disclosure or is to enforce or
assert any right or privilege of the statutory entity and/or Authority.

5.7 Clarifications

To assist in the process of evaluation of Proposals, the Authority may, at its sole
discretion, ask any Bidder for clarification on its Proposal. The request for
clarification and the response shall be in writing. No change in the substance of the
Proposal would be permitted by way of such clarifications.

5.8 Proprietary data

All documents and other information supplied by the Authority or submitted by the
Bidder to the Authority shall remain or become the property of the Authority.
Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Proposal. The Authority will not return any proposal, or any information provided along therewith.

5.9 **Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Proposal.

5.10 **Proposal Evaluation**

The proposals shall be evaluated on technical and financial bids. The evaluation of proposals shall be carried out in three stages as follows:

**A. Opening of Statement of Qualification:**

In the first stage, envelopes containing statement of qualifications from all bid submissions received by the Authority will be opened. The qualifying criteria are as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
</table>
| 1      | Legal Entity      | The Sole Bidder OR Consortium  
|        |                   | • Maximum 3 companies are allowed in a consortium including Lead Member  
|        |                   | • Lead Member should be registered in India under Companies Act 1956/2013 or as amended and should have been in operation of solid and liquid waste  | • Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013  
<p>|        |                   |                       | • Consortium agreement clearly stating the roles and responsibilities of each member |</p>
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>management for at least 3 years as on date of submission of the bid</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Consortium member either should be registered in India under Companies Act 1956/2013 or as amended</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Net Worth</td>
<td>The Sole Bidder or the Lead Member of consortium should have positive net worth (25% of the project cost) as per the audited consolidated financial statements in each of the last 3 (Three) financial years 2015-16, 2016-17, 2017-18.</td>
<td>Certificate from the Statutory Auditor on net worth.</td>
</tr>
<tr>
<td>3.</td>
<td>Blacklisting</td>
<td>As on date of submission of the proposal, the Sole Bidder or the Lead Member and each member of the consortium member, in case of a Consortium, shall not be under a declaration of ineligibility for corrupt or fraudulent practices with any of the State Government/ Central Government / Semi Government / PSU /Municipal agencies in</td>
<td>Undertaking by the authorized signatory as per the Appendix VI given in this RFP.</td>
</tr>
</tbody>
</table>
 Request for Proposal for Selection of Agency for Collection, Transportation, Scientific Processing and Disposal of Solid Waste in Clusters of Gram Panchayats in Haryana

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>India at the time of submission.</td>
<td></td>
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</tbody>
</table>

**B. Opening of Technical Proposal and Evaluation:**

In the second stage, only the envelopes containing technical proposals of qualified bidders in stage 1 will be opened and evaluated based on the following criteria:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Description</th>
<th>Marks</th>
</tr>
</thead>
</table>
| 1.     | Relevant Experience         | • The Sole Bidder or consortium should have relevant experience in Solid Waste Management not less than 2 TPD for a continuous period of 3 (three) years. The Project should include any of 2 (two) components of the following:  
  o Solid Waste Collection and Transportation more than 2TPD.  
  o Scientific Processing and Disposal of Solid Waste  
  • The copy of work order along with completion certificate or ongoing certificate should be attached with the proposal.  
  2 TPD- Projects (25 marks)  
  2-5 TPD- Projects (30 marks)  
  More than 5 TPD-Projects (40 marks) | 40    |
| 2.     | Company’s Financial Profile | The average annual turnover of Sole Bidder/consortium should be minimum 40% of the project cost in the last three financial years i.e. 2015-16, 2016-17 & 2017-18. | 30    |
C. **Evaluation of Financial Proposal**: Financial bids shall be opened after the technical evaluation for those proposals scoring minimum of 70 marks out of 100 in the technical evaluation. The price bids of only technically qualified bidders would be opened for further consideration. The bidder (L1) who has quoted the lowest price will be selected for award of contract.

D. **Selection of Successful Bidder**: Final ranking of all proposals shall be done based on the L1. The Lowest bidder may then be selected for award of contract.

   a) The detailed contents of each Financial Proposal will be subsequently reviewed by the Authority. During the examination of Financial Proposals, the Authority’s staff and any others involved in the evaluation process will not be permitted to seek clarification or additional information from any Consultant who has submitted a Financial Proposal.

   b) Financial Proposals will be reviewed to ensure that the figures provided therein are consistent with the details of the Technical Proposal.

   c) Financial Proposals will be checked for computational errors, and prices will be corrected and adjusted as necessary.

   d) The total price for each Financial Proposal will be determined.

   e) The Authority reserves the right to reject, at its sole discretion, any or all evaluated Financial Proposals and if necessary, calls for submission of new Financial Proposals.

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<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Description</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>Project Presentation</td>
<td>• Understanding of the Project</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Approach and Methodology for waste collection, transportation and segregation</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Innovative Idea/Measures for Scientific Disposal or Processing of Waste</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL MARKS</strong></td>
<td></td>
<td>100</td>
</tr>
</tbody>
</table>
6. Penalty Clause

- The successful bidder shall carry out all the activities in conformity with the RFP and this contract agreement and shall adhere to it.
- If the successful bidder fails to perform duties according to the KPIs, a notice regarding the same for getting the explanation of the selected agency will be given by the Authority of the concerned Block and at least 7 days’ time will be given to the selected agency to explains the reasons for the non-performance, failing to which or if the reasons found unsatisfactory, the Authority of the concerned Block will have the right to terminate the agreement and to forfeit the performance guarantee/security money.
- The period of first 15 days from the start of the work shall be treated as period of acquaintance and no penalty will be imposed. The Penalty under this Contract Agreement shall be imposed by Authority or by their authorized representatives as follows:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Key Performance Indicators (KPIs)</th>
<th>Penalty to be imposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Identification and Benchmarking of collection points (for 100% coverage)</td>
<td>Rs. 100/- per day (after 15 days of issuance of Work Order/Letter of Intent)</td>
</tr>
<tr>
<td>2</td>
<td>Non-Collection &amp; transportation of Solid Waste within 24 hours</td>
<td>Rs. 500/- per day Per Collection point</td>
</tr>
<tr>
<td>3</td>
<td>100% door to door collection from the 3rd month of signing of agreement</td>
<td>2% deduction from the bill, if the percentage is not upto 90%</td>
</tr>
<tr>
<td>4</td>
<td>Processing of solid waste on bi-weekly basis</td>
<td>Rs. 8000 per month</td>
</tr>
<tr>
<td>5</td>
<td>Ensure segregation through IEC conducted by the bidder and the department (will be applicable after 3 months)</td>
<td>2% deduction from the bill, if segregation at source is less than 70%.</td>
</tr>
<tr>
<td>6</td>
<td>Non-redressal of complaint within 48 hours of its receipt (if the non-</td>
<td>5% deduction from the invoice</td>
</tr>
<tr>
<td>S. No</td>
<td>Key Performance Indicators (KPIs)</td>
<td>Penalty to be imposed</td>
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<tr>
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</tr>
<tr>
<td></td>
<td>redressal is more than 5%</td>
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7. **Fraud and Corrupt Practices**

The Applicants 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 Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

Without prejudice to the rights of the Authority under the RFP hereinabove, if an bidder is found by the Authority to have directly or indirectly or through any agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the effective date.

For the purposes of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “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 Department/ Participating Blocks 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 Concession 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
Department/ Participating Blocks, 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 Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Department/ Participating Blocks in relation to any matter concerning the Project;

b) “fraudulent practice” means misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “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;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Department/ Participating Blocks 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

e) “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.

8. Pre-bid Conference

A Pre-bid conference of the interested parties shall be convened at the designated date, time and place. During the course of Pre-bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority as per the prescribed format mentioned below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>RFP Section</th>
<th>RFP Page</th>
<th>RFP Clause</th>
<th>Content of RFP requiring Clarification(s)</th>
<th>Points of clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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</table>
2. The Authority shall endeavor 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.

9. **Award of Contract**

9.1 **Award Criteria**

The Best Evaluated Bidder according to L1 evaluation & further discussions and negotiation towards the process of selection in line with the latest guidelines of Govt. of Haryana will be considered for award of contract by the Authority.

9.2 **Right to accept / reject any or All Proposals**

Authority reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of contract, without thereby incurring any financial or other liability to the affected bidders or any obligation to inform the affected bidders of the grounds for Authority decision.

9.3 **Notification of Award**

Prior to the expiration of the validity period, Authority will notify the successful bidder in writing or by fax, to be confirmed in writing by letter, that its bid has been accepted. In case the tendering process/ public procurement process has not been completed within the stipulated period, Authority may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance guarantee, Authority will promptly notify each unsuccessful bidder. Authority shall not be bound to give reasons for rejection of any bid.

9.4 **Contract Finalization and Award**

Authority will take approval from the competent authority as per procedure before allotment of project to Company/Agency and such award shall be subject to the
norms / latest guidelines of Govt. of Haryana.

9.5 **Earnest Money Deposit (EMD) / Bid Security**

The Bidders shall submit, along with their Bids, EMD of Rs. XXXX in the form of Demand Draft from any bank in favor of “BDPO_______”, payable at <Location>. EMD (Bid Security) in any other form shall not be entertained.

a) The EMD shall remain valid for 90 days (Ninety Days) from the Due Date for Bid Submission specified in this RFP.

b) EMD would be refunded to all unsuccessful bidders within 30 days of award of the Project to Successful bidder (after submission of Performance Bank Guarantee).

c) Bid without adequate EMD will be liable for rejection without providing any opportunity to the bidder concerned.

d) The EMD of a bidder could be forfeited, if a bidder:

   • Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
   • During the bid process, if a Bidder indulges in any such deliberate act as jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of Authority regarding forfeiture of the Bid Security shall be final & shall not be called upon any question under any circumstances, or
   • Violates any of such important conditions of this RFP document or indulges in any such activity as would jeopardize the interest of the Authority. The decision of the Authority regarding forfeiture of the Bid Security shall be final & shall not be called upon any question under any circumstances.

9.6 **Performance Bank Guarantee**

a) The successful bidder shall at his own deposit the Performance Bank Guarantee to Authority, within Ten (10) working days of the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee (PBG) from any nationalized bank or scheduled banks acceptable to Authority, payable on demand, for
the due performance and fulfillment of the contract by the bidder. The Format for Performance Bank Guarantee is available in this RFP. The EMD would be returned to the successful bidder on receipt of Performance Guarantee. In case the PBG is not furnished within the timelines mentioned, the EMD will be forfeited.

b) This Performance Bank Guarantee will be for an amount equal to 10% of the value of the contract awarded. The value of the contract will be calculated as the sum of all payments (as stipulated by the contract pertaining to the scope of work) to be made by the Authority to the bidder during the contract period. All charges and expenses whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The performance bank guarantee shall be valid initially till 6 months after the completion of the contract period. In case, the project will be extended /delayed beyond the timelines, the bidder shall be required to extend the Bank Guarantee till the actual date of completion of project. The performance bank guarantee may be discharged/ returned by the Authority upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

c) In the event of the bidder being unable to service the contract for whatever reason, the Authority would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the Authority under the contract in the matter, the proceeds of the PBG shall be payable to the Authority as compensation for the pre-estimated, pre-determined and pre-agreed loss resulting from the bidder’s failure to perform/comply its obligations under the contract.

d) The Authority shall also be entitled to make recoveries from the bidder’s bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

9.7 **Signing of Contract**

Within 15 days of receipt of the initial Notification of Award the successful Bidder shall execute the Contract with Authority. The submission of Performance Bank
Guarantee shall be a pre-condition for signing of the contract.

9.8 **Term of the Contract**

The term of this Contract shall be for a period of one year commencing from the date of signing of contract. However, the contract maybe extendable, on mutually agreed terms and conditions.

9.9 **Failure to agree with the Terms & Conditions of the RFP**

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Authority may award the contract to the next best value bidder or call for new bids or invoke the PBG.

10. **Terms and Conditions – Post Award of Contract**

10.1 **Change Request**

No change requests shall be accepted by Authority during the contract period (i.e. 12 months from date of signing of agreement) for any change in the scope of work mentioned in this RFP.

10.2 **Limitation of Liability**

The entire & collective liability of the bidder arising out of or relating to this engagement, including without limitation on account of performance or non-performance of obligations hereunder, regardless of the form of course of action, whether in contract, tort or otherwise, shall in no event exceed the total Contract Price under this project plus invoking of the Bank Guarantee submitted by the bidder.

10.3 **Termination**

10.3.1. **Material Breach**

a) In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a one month’s notice for curing the Material Breach to
the other Party. In case the Material Breach continues, after the notice period, the Authority as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- If the successful bidder is not able to deliver the services as per the KPIs defined in this RFP which translates into Material Breach, then the Authority may serve a 7-day written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, the Authority will have the option to terminate this Agreement. Further, the Authority may also offer a reasonable opportunity to the concerned agency to explain the circumstances leading to such a delay.

b) In the event that Bidder undergoes change of control, Authority may, as an alternative to termination, require a full Performance Guarantee for the obligations of Bidder by a guarantor acceptable to Authority or its nominated agencies. If such a guarantee is not furnished within 30 days of Authority's demand, the Authority may exercise its right to terminate this Agreement in accordance with this Clause by giving 15 days further written notice to the Bidder.

c) The termination provisions set out in this Clause shall apply mutatis mutandis to the Penalty.

10.3.2. Effects of termination

a) In the event that Authority terminates this Agreement pursuant to failure on the part of the Bidder to comply with the conditions as contained in this Clause and depending on the event of default, Performance Bank Guarantee furnished by Bidder may be forfeited.

b) In case the payment is not made to the contractor as per terms of RFP, THE Performance Guarantee will be returned.

c) After the termination of contract, the vehicles will be returned to the contractor.
10.3.3. **Termination of this Agreement due to bankruptcy of Bidder**

The Authority may serve written notice on Bidder/Selected Agency at any time to terminate this Agreement with immediate effect in the event that:

a) The Bidder reporting an apprehension of bankruptcy to the Authority or its nominated agencies;

b) Authority or its nominated agencies apprehending a similar event.

10.4 **Sharing of Expenditure between the Gram Panchayats of a Cluster**

For example, if the total fee quoted is Rs. 1000 and the no. of Gram Panchayats in a cluster is five, the expenditure will be shared in the ratio of waste generated by them every month.

<table>
<thead>
<tr>
<th>Waste generated per month</th>
<th>Formula of sharing</th>
<th>Share of each GP</th>
</tr>
</thead>
<tbody>
<tr>
<td>GP-A: 500 kg</td>
<td>1000/2500 x 500</td>
<td>Rs. 200</td>
</tr>
<tr>
<td>GP-B: 1000 kg</td>
<td>1000/2500 x 1000</td>
<td>Rs. 400</td>
</tr>
<tr>
<td>GP-C: 200 kg</td>
<td>1000/2500 x 200</td>
<td>Rs. 80</td>
</tr>
<tr>
<td>GP-D: 300 kg</td>
<td>1000/2500 x 300</td>
<td>Rs. 120</td>
</tr>
<tr>
<td>GP-E: 500 kg</td>
<td>1000/2500 x 500</td>
<td>Rs. 200</td>
</tr>
</tbody>
</table>

10.5 **Force Majeure**

The bidder shall not be liable for any delay or failure of performance of any of its obligations under or arising out of this contract if the failure or delay is the result of an event of Force Majeure. “Force Majeure” means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the End customer in its sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, earthquake, floods, epidemics, quarantine restrictions. The bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and feasible.
10.6 **Dispute Resolution**

a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the District Court at <Name of District>, Haryana shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

b) With respect to the Collection of Solid Waste (SW) in tonnage, the bidder should not raise any dispute against the Authority or Development and Panchayat Department or any Gram Panchayat.

c) The bidder shall be excluded/ disqualified if it is found that:

- the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation;
- the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete;
- the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
- the bid materially departs from the requirements specified in the bidding document or it contains false information;
- the bidder submitting the bid offers or agreed to offer, to any officer or employee of the procuring entity or other governmental authority gratification in any form.
- the bidder, in the opinion of the BDPO, has a conflict of interest materially affecting fair competition.
Appendices
APPENDIX I: Format for acknowledgement of RFP document

Date:

To

The Block Development and Panchayat Officer
Block <Location>, District <Name>,
Haryana

Dear Sir,


The undersigned hereby acknowledges and confirms receipt of the Request for Proposal (RFP) Document for the captioned Project from the Authority and conveys its intention to submit a Proposal for the Project on Public Private Partnership mode.

......................................................... Name of the Bidder

......................................................... Signature of the Authorised Person

......................................................... Name of the Authorised Person

Note:
On the Letterhead of the Bidder or Lead Member of Consortium. To be signed by the Lead Member in case of a Consortium.
*The acknowledgement should be sent within 5 days of purchase/ downloading of the RFP Document.*
APPENDIX II: Format for Covering Letter cum Project Undertaking
(On the Letterhead of the Bidder)
Date:

To

The Block Development and Panchayat Officer
Block <Location>, District <Name>,
Haryana

Dear Sir,


We have read and understood the Request for Proposal (RFP) Document in respect of the Project provided to us by the Department. We hereby submit our Proposal for the captioned project.

We are enclosing our Proposal in one (1) original plus one (1) copy and two (2) soft copies in a compact disc (CD), with the details as per the requirements of the RFP Document, for your evaluation.

We confirm that our proposal is valid for a period of six (6) months from …………… (Proposal Due Date)

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

Dated this ……………………..Day of …………………

Name of the Bidder

...........................................

Signature of the Authorised Person

...........................................

Name of the Authorised Person
APPENDIX- III: Proforma of Bank Guarantee for Bid Security

B.G No. Dated:

1. In consideration of you, the Department, having its office at ……………., …………, Name of State having agreed to receive the Proposal of [a company registered under provision of the Companies Act, 2013] and having its registered office at _______[and acting on behalf of its consortium] (herein after referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Collection, Transportation, Scientific Processing and Disposal of Solid Waste in Clusters of Gram Panchayats in Haryana (hereinafter referred to as “the Project”). Pursuant to the RFP document dated ***** issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we[Name of the Bank] having our registered office at …………… and one of its branches at …………… (herein after referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. XX/- (Rupees _______ only) as bid security (herein referred to as the “Bid Security”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and
payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. **********/-(Rupees**********only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty days) from the Proposal Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Proposal open during the Proposal validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding onus, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time.
to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly Authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by ________________ Bank

By the hand of Mr./Ms. ________________, its __________ and Authorised official.

(Signature of the Authorised Signatory)
(Official Seal)
APPENDIX-IV: Power of Attorney for Signing of Application

(To be executed on Stamp Paper of Rs.100/-)

Know all men by these presents, We………………………………………………. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms.(name)……….son/daughter/wife of………… and presently residing at ……, who is presently employed with us/the Lead Member of our Consortium and holding the position of ………., 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 Request for Proposal for Selection of Agency for Collection, Transportation, Scientific Processing and Disposal of Solid Waste in Clusters of Gram Panchayats in Haryana proposed or being developed by the Authority including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre- Applications and other conferences and providing information/responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority and Designated BLOCK.

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 the 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 ………,2019.

For
(Signature, name, designation and address)

Witnesses:

1.

2. (Notarized)

Accepted

......................

........ (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidders should submit for verification the extract of the charter document(s) such as a board or shareholder’s resolution/power of attorney in favor 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 legalized 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 legalized by the Indian Embassy if it carries a conforming Apostlécertificate.
APPENDIX-V: Power of Attorney for Lead Member of Consortium

(To be executed on Stamp Paper of Rs. 100/-)

Whereas the Authority has invited applications from interested parties for the Selection of Agency for Collection, Transportation, Scientific Processing & Disposal of Solid Waste in Clusters of Gram Panchayats in Haryana.

Whereas, ........................................, ........................................, ........................................and (collectively the Consortium) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ........................................ Having our registered office at ................., M/s, ........................................ Having its registered office at ................., M/s, ........................................ Having its registered office at ................., M/s, ........................................ Having its registered office at ................., M/s, (herein after collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. ........................................ Having our registered office at ................., being one of the Members of the Consortium, as the Lead Member and true lawful attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and; in the event the Consortium is
awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Concession Agreement is entered into with the Authority.

AND 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS……………….. DAY OF ……….,20 …….}

For ………………………

(Signature)

.......................... (Name& Title)

For ………………………

(Signature)

.......................... (Name& Title)

For ………………………
(Signature)

…………………….. (Name & Title)

Witnesses:

1.

2.

…………………(Executants)

(To be executed by all the Members of the Consortium)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a board or shareholders’ resolution/power of attorney in favor 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.
APPENDIX-VI: Declaration for Non-Blacklisting or Non-Debarment

I, authorized representative of _________________________, hereby solemnly affirm that the complete solution to accomplish the requirements of the RFP has been understood and has been factored in the documents submitted as a part of proposal/bid for “Selection of Agency for Collection, Transportation, Scientific Processing and Disposal of Solid Waste in Clusters of Gram Panchayats in Haryana under Swachh Bharat Mission-Gramin”.

I also confirm that the company is not Blacklisted or Debarred by any State / Central Government or any Government Institution in India. In the event of any deviation from the factual information/ declaration Authority, reserves the right to terminate the contract without any compensation to the Bidder.

Dated:

Signed & sealed: (Authorized representative of the firm)

Place:
Annexures
ANNEX-I: Details of Bidder

(a) Name of the agency:
(b) Official Address:
(c) Phone no. and Fax no.:
(d) Website and Email id:
(e) Registration no. and year of Registration
(f) Sale Tax/ GST Registration no.:
(g) Permanent Account No.:
(h) Agency’s Revenue for last 3 FYs:
(i) Registration details under the Companies Act, 1956

3. Details of individual(s) who will serve as the point of contact/ communication for the Department:

(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

(a) Name:
(b) Designation:
(c) Address:
(d) Phone Number:

5. In case of a Consortium:
   a) The information above should be provided for all the Members of the Consortium.
   b) A copy of the Jt. Bidding Agreement, as mentioned in the RFP should be attached to the Application (as per format provided in AnnexureVI)
### ANNEX-II: Financial Capacity of the Bidder (In Rs. crore)

(On Statutory Auditor’s or CA Letterhead by each Consortium Member)

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turnover (in Rs. Cr.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-18</td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
</tr>
<tr>
<td>Annual Average Turnover of above 3 FYs (in Rs. Cr.)</td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:**

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (Three) years preceding the Application Due Date. The financial statements shall:
   a. Reflect the financial situation of the Bidder or Consortium Members and its/their Associates where the Bidder is relying on its Associate's financials;
   b. Be audited by a statutory auditor;
   c. Be complete, including all notes to the financial statements; and
   d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. For the purposes of this RFP, the term net worth means following:
   a. “Net worth’ for company shall mean the aggregate value of the paid-up share capital and all reserves created out of profits of the company and securities premium account after deducting 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.
i. Net Worth for Partnership Firm would mean: [Fixed Assets + Trade Receivables + Current Assets] - [Firms Loan + Current Liabilities]

ii. Net worth for Trust or Society would mean: Capital/Corpus + Free Reserves.

iii. Net Worth for Individual Person shall mean: Assets (including cash) LESS All Liabilities.

iv. Net Worth for Sole Proprietorship would mean: Total Assets - Total Liabilities

3. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted (as per format provided in Annexure VI)

4. The Bidder shall provide an Auditor's certificate/Chartered Accountant certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth
**ANNEX - III: Details of Eligible Projects by Bidder/Member**

<table>
<thead>
<tr>
<th>Item</th>
<th>Particulars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of the Project</td>
<td></td>
</tr>
<tr>
<td>Nature of the project</td>
<td></td>
</tr>
<tr>
<td>Entity for which the project was constructed</td>
<td>Developed</td>
</tr>
<tr>
<td>Location</td>
<td></td>
</tr>
<tr>
<td>Project capacity &amp; Project cost</td>
<td></td>
</tr>
<tr>
<td>Date of commencement of project/contract</td>
<td></td>
</tr>
<tr>
<td>Date of completion/commissioning</td>
<td></td>
</tr>
<tr>
<td>Equity share holding (with period during which equity was held)</td>
<td></td>
</tr>
<tr>
<td>Whether credit is being taken for the eligible</td>
<td></td>
</tr>
<tr>
<td>Experience of an Associate (Yes/No)</td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:**

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. Bidders should also refer to the Instructions below.

2. A separate sheet should be filled for each Eligible Project.

3. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

4. Certificate from respective clients must be furnished as per formats below for each Eligible Project.
ANNEX - IV: Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref.
Date:
To

The Block Development and Panchayat Officer
Block <Location>, District <Name>,
Haryana

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFP document. We have agreed that…………………..(insert member’s name) will act as the Lead Member of our Consortium. *

We have agreed that …………. (insert individual’s name) will act as our representative/will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFP. Further, the Authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the Authorised signatory)

For and on behalf of……………………………
ANNEX - V: Format for Financial Proposal

Date:

To

The Block Development and Panchayat Officer
Block <Location>, District <Name>,
Haryana

Dear Sir,


We are pleased to submit our Financial Proposal for the development of the aforesaid Project.

<table>
<thead>
<tr>
<th>Name of District</th>
<th>Name of Block</th>
<th>Name of Cluster Head Gram Panchayat</th>
<th>*Financial Quote for Complete Solid Waste Management (Including Collection, Transportation, Scientific Processing and Disposal) per kg in Selected Cluster of Gram Panchayats</th>
</tr>
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(*Note: Cost shall be in Indian Rupees inclusive of all Taxes/GST)

In witness thereof, I/we submit this Financial Bid under and in accordance with the terms of the RFP document no.............

Yours faithfully

Authorized signatory
(Name & seal the bidder)

Date:

Place:
ANNEX - VI: Format for Joint Bidding Agreement

Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ............day of 20...

AMONGST THE LEAD BIDDER

1. ............ Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ............ (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND THE 1st CONSORTIUM BIDDER

2. ............ Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ............ (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND THE 2nd CONSORTIUM BIDDER

3. ............ Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at ............ (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND, THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,
A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organized and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2, as necessary.

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bidding documents in respect of the Project, and

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the Bidding
Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Joint and Several Liability

The Parties hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

4. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

4.1 Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

4.2 The execution, delivery and performance by such Party of this Agreement has been Authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement,
order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party to prevent such Party from fulfilling its obligations under this Agreement;

4.3 this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

4.4 there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

5. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.
6. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

For and on behalf of

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THIRD PART / CONSORTIUM MEMBER

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Notes:
1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in
favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
### ANNEX - VII: Indicative Population in 22 Clusters of 152 Gram Panchayats

(Finalized data regarding Population in Clusters of Gram Panchayats in Haryana shall be provided by the Authority of the respective block)

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### Request for Proposal for Selection of Agency for Collection, Transportation, Scientific Processing and Disposal of Solid Waste in Clusters of Gram Panchayats in Haryana

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## Request for Proposal for Selection of Agency for Collection, Transportation, Scientific Processing and Disposal of Solid Waste in Clusters of Gram Panchayats in Haryana

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