



सत्यमेव जयते

Government of Jammu and Kashmir



एक कदम स्वच्छता की ओर

MUNICIPAL COMMITTEE SEER HAMDAN

TENDER DOCUMENT



Request for Proposal For Selection of Bidder For Supply, Installation, Testing & Commissioning of Material Recovery Facility (MRF) Equipment's for **Municipal Committee Seer Hamdan**

Office Address: Town Hall Municipal COMMITTEE SEER HAMDAN

Material Recovery Facility (MRF)

DISCLAIMER

The information contained in this Request for Proposal document ("RFP document") or subsequently provided to Applicant(s), whether verbally or in documentary or in any other form, by or on behalf of **Municipal COMMITTEE SEER HAMDAN Kashmir**. (hereafter referred to as "Authority") or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided in writing. The purpose of this RFP document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and needs of each Applicant who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and where necessary obtain independent advice from appropriate sources. The Authority, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, demonstrations or presentations which adequacy, correctness, reliability or completeness of the RFP document.

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

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The Authority also accept liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP document. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document before the last date of Bid submission.

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

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

EO of Municipal COMMITTEE SEER HAMDAN Kashmir

Request for proposal for Selection of Bidder for Supply, Installation, Testing & Commissioning of MRF Equipment's for MC Budgam of Kashmir Division

EO of MC Budgam Kashmir invites online tenders for the work mentioned below:

Sr.	Information	Details
1.	Client Name	Executive Officer MC Budgam Kashmir
2.	Name of Work	Selection of Bidder for Supply, Installation, Testing & Commissioning of MRF Equipment's in MC Budgam of Kashmir Division
3.	RFP reference No. and Date of availability of RFP	01 Date: 10/12/2024
4.	Submission of Pre-Bid queries through mail (Date/ Time & Email-Id)	eomcseerhamdan@gmail.com
5.	Bid Submission mode	Only online Bids shall be entertained. Other modes of submission shall disqualify the Bidder
6.	Earnest Money Deposit (EMD)	2% of the contract value
7.	Performance Security	3% of the contract value
8.	Proposal Validity	Proposals shall remain valid for 360 days
9.	Language of the Proposal	English

GLOSSARY

Abbreviation	Description
Authority	Municipal COMMITTEE SEER HAMDAN Kashmir
DLP	Defect Liability Period
EMD	Earnest Money Deposit
INR	Indian Rupee(s)
LOA	Letter of Award
MC	Municipal Council/ Committee
MRF	Material Recovery Facility
PBG	Performance Bank Guarantee
PoA	Power of Attorney
RFP	Request for Proposal
SWM	Solid Waste Management

INSTRUCTION TO BIDDERS

1. Introduction

1.1 Background

The “Swachh Bharat Mission Urban (SBM-U)” aims to achieve universal sanitation coverage and to encourage hygienic sanitation practice. The scheme is also known as the “Clean India Mission”. The project was launched as a tribute to Mahatma Gandhi by the Government of India in 2014. To achieve the objectives of the Swachh Bharat Mission, Government of J&K has established Directorate of Swachh Bharat Mission” at the UT level. Swachh Bharat Mission Kashmir Directorate will be the nodal Bidder in urban areas for implementing the overall goals of SBM.

The study thus aims to improve the governance of SBM and include citizen voices in its implementation and monitoring by addressing both demand and supply side issues. On the demand side, the project visualizes enhancement of the voice and participation of citizens in the SBM. On the supply side, it aims to increase the capacity of all stakeholders to efficiently utilize the resources available to them.

1.2 Project Objective

To fulfill the objectives of the SBM-U, **Municipal COMMITTEE SEER HAMDAN** Kashmir (henceforth referred to as “Authority”) intends to Implement the installations of Material Recovery Facility (MRF) for providing various smart Municipal Infrastructure and thereby envisions to make the **Municipal COMMITTEE SEER HAMDAN** Kashmir a world class and livable area on a mission mode. In this direction, it aims to bring significant improvements in municipal infrastructure and adopt high quality service delivery standards for enhancing overall quality of life.

1.3 Instructions to Bidders

General Information and Guidelines

1.3.1 Purpose of Bid

The Municipal Council/ Committee (Authority) invites proposals from reputed agencies or firms or manufacturer/traders having required similar experience for “Supply Installation, Testing & Commissioning of Material Recovery Facility (MRF) Equipments”. The successful Bidder shall be engaged to supply, Install, test and commission the equipments within the Intended date of completion.

1.3.2 Consortium

No Consortium/ JV shall be allowed, so any clause related to consortium/ JV shall be ignored.

1.3.3 Eligibility Criteria for the Bidder/s

- (i) The Bidder/s shall be an Agency/ Entity/ Company/ Firm, incorporated in India under the (Indian) Companies Act 2013/ Firm registered under the Limited Liability Partnership Act 2008.
- (ii) The Bidder must have satisfactory experience of Supply, Installation, Testing & Commissioning at least 15 (Fifteen) MRF Equipment's (Shredder, Bailer, Conveyor, Sanitary Disposal Machine, Weighing Machine) in last 5 years in any Urban Local Bodies/ Govt. Sector/ Public Sector.
- (iii) The Bidder should have average annual Financial Turnover of minimum INR Rs.100.00 lacs during the last three financial years (2019-20, 2020-21, 2021-22) or (2018-19, 2019-20, 2020-21).
- (iv) The Bidder must have valid GST/ PAN/ AADHAR Number.
- (v) The Bidder should have valid ISO 9001 Quality Management System, ISO 14001 for Environmental Management System, ISO 45001 for Health & Safety Management Certificates.
- (vi) The Bidder must have at least one permanent office anywhere in India.
- (vii) The Bidder must not have been blacklisted by any Government/ Public/ Private Sector.

1.3.4 Eligibility Documents to be submitted:

The following documents are to be furnished online in the Technical Bid part by the Bidder alongwith Bid as per the Bid document:

- (i) Incorporation Certificate of the Organization/ Firm/ Company under the relevant act.
- (ii) Experience Certificate/ Completion Certificate from the concerned client.
- (iii) Audited Balance Sheet of last three financial years duly certified by the chartered Accountant
- (iv) Certificate specifying the average annual turnover duly certified by the chartered account.
- (v) Copy of GST/ PAN/ ADHAAR Number.
- (vi) Copy of ISO 9001/ ISO 14001/ ISO 45001 Certificates.
- (vii) Undertaking by the authorized signatory that the Agency/ Company/ Firm/ Organization has not been blacklisted by any Government or Private Sector.
- (viii) Certification of power of attorney in the name of authorized signatory by the Bidder.
- (ix) Any other relevant document required in support of the Bid

1.3.5 Bid Preparation Cost

The Bidder shall submit the Bid at its own cost and expense. Authority shall not be held responsible for any cost incurred by the Bidder. Submission of a Bid does not entitle the Bidder to claim any cost and rights over Authority and Authority shall be at liberty to cancel any or all Bids without giving any notice. All materials submitted by the Bidder shall be the absolute property of Authority and no copyright etc. shall be entertained by Authority.

1.3.6 Pre-Bid Meeting and Queries

- (i) The Bidder/s or their official representative are invited to attend a Pre-Bid meeting. The purpose of the meeting is to clarify issues and to answer questions on any matter that may be raised at that stage. Authority shall host Pre-Bid meeting as per the date, time and mode mentioned in the Notice Inviting Tender (NIT).
- (ii) The Bidder must e-mail their queries, if any, to eomcbudgam@gmail.com in the form and manner as prescribed in Bid document only. The queries submitted through any other mode shall not be accepted. The response to the queries will be published on [gem portal](#). No queries will be entertained thereafter. Pre-Bid queries response of Authority shall become integral part of this RFP document. Authority shall not make any warranty as to the accuracy and completeness of responses.
- (iii) Authority shall endeavor to respond to the all the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification.
- (iv) Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on Authority.

1.3.7 Amendment of RFP Document

At any time prior to the deadline for submission of proposals, the Authority may amend the RFP documents, including any contractual document, by issuing an Addendum.

All the amendments made in the document shall be published on the Gem Portal [only](#) and shall form part of this RFP.

The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. Authority also reserves the right to amend the dates mentioned in this RFP.

1.3.8 Supplementary Information to the RFP

If Authority deems appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such

corrigendum shall be deemed to be incorporated by this reference into the RFP.

1.3.9 Cancellation of RFP

Authority at its sole discretion may decide to terminate the RFP process at any time and without assigning any reason. Authority reserves the right to amend/ edit/ add/ delete any clause of this RFP document. This shall become part of the RFP and information for the same shall be published only on [Gem Portal](#)

1.3.10 Verification of Information

The Bidders are encouraged to obtain and verify themselves, at their own responsibility and risk, all information that may be necessary for submission of the Bid and entering into the Contract.

1.4 Key Requirements of the Bid

1.4.1 Earnest Money Deposit:

- (i) The Bidder/s shall furnish, as part of his Bid, an Earnest Money Deposit (EMD) of 2 % of the Contract Amount. The EMD must be submitted in the shape of Demand Draft (DD) in favor of Pay & **Accounts Officer, Municipal COMMITTEE SEER HAMDAN** obtained from Nationalized Bank or any Scheduled commercial bank valid for minimum period of 180 days from date of publication of tender on "e" Procurement Portal.
- (ii) No interest shall be payable on the EMD. The Bidder/s shall bear the cost relating to providing its EMD.
- (iii) Any Bid not accompanied by the EMD shall be rejected by the Authority as being a non- responsive Bid.
- (iv) The EMD of unsuccessful Bidder/s shall be returned within 30 days of the date of finalization of successful Bidder or signing of the contract agreement with the successful Bidder whichever is later. If the Bid is cancelled for any reason whatsoever, the EMD shall be returned to all the Bidders within 30 days from the date of such cancellation.
- (v) The EMD of the successful Bidder shall be retained by the Authority and returned after 15 days of signing of contract agreement and furnishing the performance bank guarantee by the successful bidder. The successful bidder shall ensure that its EMD remains valid during such period.
- (vi) The EMD shall be forfeited if:
 - (a) Any bidder withdraws its bid during the validity period of the Bid;
 - (b) The successful Bidder fails to sign contract agreement or submit performance guarantee, as the case maybe.
 - (c) The Authority finds out that the bidder has involved in corrupt and fraudulent practice or has given any material mis-representation in its bid knowingly or unknowingly
 - (d) Any other reason thereof mentioned in this bid document.
 - (e) The Bidders fails to comply with the Bid process.

1.4.2 Performance Security

- (i) Prior to signing of the contract agreement, the successful Bidder shall furnish Performance Security to Authority within fifteen (15) days from the date of issue of Letter of Award (LoA), in the form of unconditional and Irrevocable Bank Guarantee "Performance Bank Guarantee" (PBG) issued by a Nationalized / Scheduled Bank located in India in the format prescribed in Annexure 3, for an amount equivalent to 3% of the Contract value.
- (ii) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder. The PBG shall be valid for at least one year (during Defect Liability Period) beyond the date of completion of all contractual obligations of the Bidder. However, no interest shall be payable on the PBG.

- (iii) In case the project is extended beyond the actual project schedule as mentioned in the RFP/LOA, the PBG shall accordingly be extended by the empaneled Bidder. In the event of the selected Bidder being unable to service the requirements for whatever reason, Authority shall invoke the PBG and terminate the Contract. Notwithstanding and without prejudice to any rights whatsoever of Authority under the requirement in the matter, the proceeds of the PBG shall be payable to Authority as compensation for any loss resulting from the selected Bidder's failure to complete its obligations under the requirements set in by Authority. Authority shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 (fourteen) days, indicating the obligation(s) for which the selected Bidder is in default. Authority shall also be entitled to make recoveries from the bills, PBG, or from any other amount due to Bidder under the Contract him, the value equal to any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.
- (iv) The Performance Bank Guarantee shall be discharged/ returned by Authority upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract Agreement. However, no interest shall be payable on the Performance Bank Guarantee.

1.5 Bid Submission Instruction

1.5.1 Bid Submission

- (i) A two-Bid system shall be followed, each part separately, for the Bid:
 - (a) Technical Bid: RFP Fee, Technical Bid (including the credentials). All documents shall be submitted in a scanned manner, duly certified by authorized signatory, on e-tendering portal.
 - (b) Financial Bid: Financial Bid as per the format specified, on e-tendering portal.
- (ii) The Bid shall include the following documents:

S. No.	Document Type	Documents Format
1	RFP Fee & EMD	Payment mode as specified in the RFP document
2	Technical Bid	As specified in RFP document
3	Financial Bid	As specified in the e-tendering portal

- (iii) The Bidder shall ensure that all the required documents, as mentioned in this RFP document, are submitted along with the Bid and in the prescribed format only. Non-submission of the any of the required documents or submission of the documents in a different format/ content may lead to rejection of the RFP submitted by the Bidder.
- (iv) Authority shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as non-responsive, defective, invalid and rejected.
- (v) The Bid shall be comprehensive and inclusive of all the services, equipment specifications to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the RFP.
- (vi) Authority may seek clarifications from the Bidder on the technical proposal. Any of the clarification response by the Bidder on the technical proposal shall not have any commercial implications.
- (vii) Technical Proposal shall not contain any financial information. If any information is found in the Technical Proposal, the entire Bid shall be treated as disqualified and will be rejected.
- (viii) If any Bidder does not submit the required documents as mentioned in the technical proposal and any additional clarification required by Authority during technical Bid evaluation process, the

technical proposals of the Bidder shall be rejected and shall not qualify further for financial Bid opening.

- (ix) It is required that all the proposals submitted in response to this RFP shall be unconditional in all respects, failing which Authority reserves the right to reject the proposal.

1.5.2 Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened in the e- Tendering system. The Bid shall be valid for 180 (One hundred eighty) days from the last date of Bid submission.

1.5.3 Modification and Withdrawal of Bids

No Bid shall be withdrawn in the interval between the last date of submission of Bids and the expiration of the Bid validity period as defined in clause 2.3.2 above.

1.5.4 Language of Bids

The Bids shall be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested and submitted by the Bidder along with the Bid and English translation shall be validated at Authority's discretion.

1.5.5 Authentication of Bid

The authorized person of the Bidder who signs the Bid shall obtain the Power of Attorney from the Bidder, which shall be submitted with the Bid. All relevant documents including the pages of the Bid and its annexures, etc. shall be signed and stamped by the person or persons signing the Bid.

1.5.6 Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that the Bidder has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

The Bidder has acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding documents or furnished by the Authority and shall not be a basis for any claim for compensation, damages, extension of time, performance of its obligations, loss or profit etc. from the Authority, or a ground for termination of the Contract Agreement;

1.5.7 Conflict of Interest

A Bidder shall not have a conflict of interest that affects the Bidding Process. Without limiting the generality of the foregoing, a Bidder shall be considered to have a conflict of Interest

("Conflict of Interest") that affects the Bidding Process, if:

- (i) Such Bidder (or any constituent thereof) and any other Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest;
- (ii) A constituent/member of such Bidder is also a constituent/member of another Bidder;
- (iii) Such Bidder receives or has received any direct or indirect subsidy from any other Bidder, or has provided any such subsidy to any other Bidder;
- (iv) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder;
- (v) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to

influence the Bid of either or each of the other Bidder.

- (vi) Such Bidder has participated as a consultant for the Authority/ DULBK/ MC in the preparation of any documents, design or technical specifications of the Project.

A Bidder shall be liable for disqualification and forfeiture of Bid Security or Performance Security and termination of contract as the case may be, if a conflict of interest on part of Bidder is discovered by the Authority during the Bidding Process or subsequent to the (i) during the Bidding process, or (ii) Issue of Letter of award (LoA) or (iii) execution of the Contract Agreement.

1.5.8 Disqualification

A Bidder shall be subjected to disqualification if it has:

- (i) Made misleading or false representations in the forms, statements and experiences submitted in proof of the qualification requirements.
- (ii) Submitted the Bid, which is not accompanied by the required documents or is non-responsive.
- (iii) Failed to provide any clarifications related thereto.
- (iv) Where the Bidder has already submitted the Bid and is a member of entity, which has already submitted the Bid, or vice versa.
- (v) If any member of an entity is replaced or withdraws, except without prior written permission of Authority at any stage.
- (vi) Violates any other condition mentioned herein before/ herein after.
- (vii) If any such information which would have entitled Authority to reject or disqualify the Bidder, becomes known after the Bidder has been qualified, Authority reserves the right to cancel the qualification of the Bidder at any later stage too, without assigning any reason thereof.
- (viii) Bidders who canvass or attempt to influence the pre/ post – qualification or selection process shall necessarily be disqualified from the process at any stage.
- (ix) Where the Bidder has been declared as defaulter or blacklisted by Authority, before the date of opening of techno commercial Bid.

1.5.9 Taxes

- (i) The successful Bidder shall be responsible for all the income tax, statutory taxes, statutory dues, local levies, Goods & Service tax, etc., to be paid to Government/ Statutory Bodies/ Competent Authorities, etc., for the services rendered by it. There will be no tax liability upon the Authority whatsoever on any account.
- (ii) The Bidder indemnifies Authority from any claims that may arise from the statutory authorities in connection with this License.

1.5.10 Due diligence by the Bidders

- (i) Bidders are encouraged to inform themselves fully about the Project, if necessary for installing the plant (MRF equipment) by visiting the project site, sending written queries (if any) to the Authority, attending Pre-Bid Meetings on the date and time as stipulated.
- (ii) The Bidders are also advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.
- (iii) The response to this RFP should be full and complete in all respects. Failure to furnish any

information required by the RFP or submission of a proposal not substantially responsive to the RFP in any respect will be at the Bidder's risk entirely and may result in rejection of its Bid.

- (iv) Bidders are encouraged to submit their respective Bids after visiting the project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to Site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- (v) It shall be deemed that by submitting the Bid, the Bidder has:
- Visited the project site and has ascertained the site conditions, location, climate, availability of infrastructure and is well aware of applicable laws and regulations of the State;
 - Made a complete and careful examination of the RFP;
 - Received all relevant information requested from the Authority;
 - Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;
 - Satisfied itself about all matters, things and information including matters referred to in this clause as may be necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all its obligations there under.
 - Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority/ DULBK/ MC, or a ground for termination of the Contract Agreement;
 - Acknowledged that it does not have a Conflict of Interest;
 - Agreed to be bound by the undertakings provided by it under and in terms hereof; and made its own independent due diligence as provided in the Bid document and satisfied itself on the viability of the Project
 - The 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 Bid document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

1.5.11 Bid Opening and Evaluation

- (i) The Tender Evaluation Committee (TEC) constituted by Authority/ MC shall evaluate the Bids/ RFPs in accordance with the provisions set out in the RFP.
- (ii) Authority always reserves the right to postpone or cancel a scheduled Bid opening/ evaluation.
- (iii) The venue, date and time for opening the Technical Proposals are mentioned in the Notice Inviting Tenders (NIT).
- (iv) The Bids shall be evaluated as per the criteria and requirements set in this RFP.
- (v) Bidders who meet the requirements in the Technical Evaluation shall be declared as Technically Qualified Bidders.

- (vi) The Financial Proposals of only Technically Qualified Bidders shall be opened.
- (vii) During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether the requisite documents/ documentary evidences are submitted in accordance with the provisions set in the RFP/Bid document. Bids not conforming to such preliminary requirements shall be rejected. Authority has the right to reject the Bid after due diligence is done.
- (viii) The decision of the Authority in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with Authority.
- (ix) Authority may ask for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's client site to validate the credentials/ citations claimed by the Bidder.
- (x) Please note that Authority may seek inputs from their professional, external experts in the Bid Evaluation Process.

1.5.12 Evaluation of Technical Proposals

- (i) Authority shall download e-submitted Technical proposal for "Supply, Installation, Testing & Commissioning of MRF Equipment in **Municipal Councils/ Committees** of Kashmir Division." which shall include:
 - (a) RFP Document Fee
 - (b) Each of the Technical condition mentioned herein of the RFP is mandatory. In case the Bidder does not meet any one of the conditions, the Bidder shall be disqualified
- (ii) The Technical proposal must contain all the documents in compliance with instructions given in Annexure 1.
- (iii) Response to the Technical proposal requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed herein the RFP.
- (iv) The evaluation of the Technical Proposals shall be carried out in the following manner:
 - (a) The Bidder's Technical solutions proposals shall be evaluated as per the requirements and guidelines specified in the Annexure 2 and Technical evaluation criteria as mentioned herein the RFP.
 - (b) The Bidders shall make the Technical presentation and showcase their technology, equipment specifications and process detail to Authority as per the agenda mentioned herein the RFP. The technology proposed & construction parameters that will be adopted shall also need to be highlighted and presented before the committee at the time of presentation and same needs to be placed with the Technical Bid.
 - (c) At any time during the Bid evaluation process, Tender Evaluation Committee (TEC) may seek oral/ written clarifications from the Bidders. The Committee may seek inputs from their professional and technical experts in the evaluation process.
 - (d) Authority reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be considered during the Technical evaluation process
 - (e) Authority reserves the right to accept or reject any or all Bids without giving any reasons thereof.

1.5.13 Evaluation of Financial Proposal

- (i) Financial Proposals of the Technically Qualified Bidders shall be opened on the notified date and time. Financial Proposals shall be examined and reviewed to determine whether the Financial Proposals are substantially responsive.
- (ii) Bids that are not substantially responsive are liable to be disqualified by Tender Evaluation

Committee (TEC).

- (iii) If there is discrepancy between the amount In-Figures and amount In-Words, the lower of the two shall be considered. For any other calculation/ summation error etc. the Bid may be rejected.

1.5.14 Methodology of Selection

The Technically Qualified Bidder, who has quoted the least cost in the Financial Bid shall be called as "Successful Bidder" or "L1 Bidder".

1.5.15 Award of Contract/ Letter of Award (LOA)

The Authority shall notify the successful Bidder in writing confirmed by a 'Letter of Award (LOA) that the Bid has been accepted. The successful Bidder shall acknowledge the acceptance of the LoA issued by Authority within 7 (seven) days as evidenced by signing and sending a copy of the LoA to Authority. In the event the duplicate copy of the LoA duly signed by the authorized signatory of the Selected Bidder is not received within the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Bidder on account of failure of the Selected Bidder to acknowledge the LoA.

1.5.16 Terms and conditions of the RFP/ Contract

Failure of the empaneled Bidders to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the selection, in which event Authority may invite the next ranked Bidder for negotiations for selection or may call for fresh RFP.

1.5.17 Jurisdiction of Court

Performance of the contract shall be governed by all terms and conditions of this RFP. In case disputes arise between the parties regarding any matter under the contract, party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute shall consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days, then the Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts. The courts located in Kashmir/ Srinagar, only shall have the exclusive Jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

1.5.18 Arbitration:

In view of the provision of the clause on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties.

SCOPE OF WORK

2. Scope of Work

2.1 Scope of Work

The successful Bidder shall be responsible for Supply, Installation, Testing & Commissioning of MRF Equipments at designated sites identified by Authority. The scope of work shall include:

- (i) Supply of MRF Equipments at designated site as per the Bill of Quantities (BOQ) mentioned in the RFP document.
- (ii) Installation, Testing & Commissioning of MRF Equipments at the designated sites as per the timelines set by the Authority.
- (iii) The installation to be completed and shall be brought into operation as per the timelines provided in section 2.2 in the table below.
- (iv) The Authority shall not be responsible for untoward incidence, if occurred due to structural fault. The Bidder would be responsible for any civil/ criminal proceedings arising out of such incidence and for damage caused to life and property thereof.
- (v) The Bidder shall execute the works in complete adherence to the rules and regulations of the J&K State Pollution Control Board, CPCB 2019 guidelines, SWM Rules 2016 and other applicable rules and regulations.
- (vi) Carrying out the installation in a safe and responsible manner without any inconvenience or danger to the public
- (vii) All necessary activities related to cleaning and preparation of the site for installation or erection of the MRF.
- (viii) The Bidder shall obtain all necessary clearances/ approvals/ permissions/ no objection certificates from all statutory authorities at the cost of the Bidder. The Authority shall facilitate for such activities.
- (ix) Construction of office room facilities for the project.
- (x) Arrange water connection of supply water from nearest municipal water source as well as provision for getting the tanks filled up by mobile tankers in requirement to installation, testing or commissioning activities. Authority shall facilitate for the arrangement of water connection at site.
- (xi) Arrangement of power connection to the MRF unit from the nearest electrical supply point in requirement to installation, commissioning and verification activities. Authority shall facilitate for the arrangement of electricity at site.
- (xii) The Bidder shall be responsible for the electrical energy, water consumption process and subsequent remittance payment for the electricity bill and water bill.
- (xiii) All necessary works civil, electrical and mechanical required for installation of the MRF Equipments.
- (xiv) Cleaning of all debris and other material accumulated due to the construction after the completion of works.
- (xv) All necessary transportation shall be arranged by the Bidder at his own expenses.

2.2 Timelines and Project Activities

Milestones required to be achieved within the given timeframe are as mentioned below:

S. No.	Activities to be completed	Time Period for Completion
1	Completion of supply	30 Days from signing of contract/LOA from Authority
2	Installation Testing & Commissioning	45 Days from signing of contract/LOA from Authority

2.3 Payment Terms to the Bidder:

The payment shall be released to Bidder as per below stages:

S. No.	Stage	Amount (INR)
1.	Supply and delivery of equipment's at site .	50% of Contract Value
2.	Installation of equipment's.	20% of Contract Value
3.	Testing of Equipment's for two weeks	10% of Contract Value
4.	Commissioning of equipments	20% of Contract Value

NOTE: Retention Money shall be deducted from every due payment as per the clause 3.2.5

CONDITIONS OF CONTRACT

3. Conditions of Contract

3.1 General Conditions of Contract (GCC):

3.1.1 Definitions:

"**Authority**" means **Municipal COMMITTEE SEER HAMDAN** Kashmir who shall execute the contract agreement with the Bidder to carry out the work. The Authority may delegate any or all functions to a person or body nominated by him for specified functions. The word DULBK/ MC/ Department wherever used denotes the Authority.

"**Completion**" means completion of the work, as certified by the Authority, in accordance with provisions of agreement.

"**Contract**" means the Contract between the Authority and the Bidder/ Agency to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.

"**Bidder's Bid/ RFP**" means the complete Bid document submitted by the Bidder to the Authority.

"**Tender/ Bid/ Bid Document/ Request for Proposal (RFP)**" means the offer to pay a particular price for a particular job/ Assignment, these terms are the synonyms and carry the same meaning where ever used.

"**Tenderer/ Bidder**" means the agency/ party who offers to pay a particular price for the job/ assignment, these terms are the synonyms and carry the same meaning where ever used.

"**Contract Amount**" means the amount of contract worked out on the basis of accepted Bid.

"**Completion of work**" means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the Bid document shall not imply completion of work or any component thereof.

"**Day**" means the calendar day.

"**Defect**" means any part of the work not completed in accordance with the specifications included in the contract.

"**Drawings**" means drawings including calculations and other information provided or approved by the Authority.

"**Department**" means the <Authority> or as specified.

"**Equipment**" means the machinery and vehicles brought to the site either for execution of work or for permanent installation as the case may be.

"**Government**" means the Government of Jammu & Kashmir (UT) or the Government of India as the case may be.

"**In Writing**" means communicated in written form and delivered against receipt.

"Material" means all supplies including consumables used by the Bidder for incorporation in the work.

"Stipulated date of completion" means the date on which the Bidder is required to complete the work.

"Specification" means the specification of the work included in the Contract and any modification or addition made or approved by the Authority.

"Start Date" means the date 14 days after the signing of agreement for the work. However, the Authority may extend this time limit by another 14 days, as and when required.

"Sub-Contractor" means a person or corporate body who has a Contract (duly authorized by the Authority) with the Bidder/ Agency to carry out a part of the work under the Contract.

"Temporary Work" means work designed, constructed, installed or dismantled by the Bidder that are needed for the work.

"Variation" means any change in the work which is instructed or approved as variation under this contract.

"Work" the expression **"work" or "works" or "Project"** where used in these conditions shall unless there be something either in the subject or context repugnant to such work, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

"Work Plan" means the implementation plan, including phasing of works, physical completion milestones and other such details that the Authority shall seek from time to time with respect to tracking progress of the works.

"PDI" pre dispatch Inspection of the all the items will be done by the approved agency appointed by the buyer and all the expenses for the Pre dispatch inspection shall be borne by the seller.

3.1.2 Interpretations:

- (i) In the contract, except where the context requires otherwise words indicating one gender include all gender.
- (ii) Words indicating the singular also include the plural and vice versa;
- (iii) Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- (iv) Written" or "in writing" means hand-written, printed or electronically made and resulting in a permanent record; Words have their normal meaning under the language of the Contract unless specifically defined.
- (v) The Authority shall provide instructions clarifying queries about the Conditions of Contract.

3.1.3 Documents Forming Part of Contract:

- (i) Notice Inviting Bid with all Amendments.
- (ii) Tender Document (Tender Notice No. –XXXXXX) with all amendments and corrigendum
- (iii) Contract Agreement

- (iv) Conditions of Contract:
- (v) Part A: General Conditions of Contract and Contract Data with all Annexures.
- (vi) Part B: Special Conditions of Contract.
- (vii) Technical Specifications;
- (viii) Drawings (If any)
- (ix) Technical and Financial Bid submitted by the Bidder
- (x) Any other document (s), as specified or important to execute this contract.

3.1.4 Language and Law:

The language of the Contract and the law governing the Contract are stated in the conditions of contract.

3.1.5 Communications:

All certificates, notices or instructions communicated to the Bidder by Authority shall be sent on the address or contact details provided by the Bidder. The address and contract details for communication with the Authority shall be as per the details mentioned in the RFP Document or as specified in written from time to time. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Authority.

3.1.6 Personnel:

The Bidder shall employ the key personnel to carry out the functions stated in the Contract data or other technical persons approved by the Authority.

If the Authority asks the Bidder to remove a person who is a member of the Bidder's staff, stating the reasons, the Bidder shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

3.1.7 Force Majeure:

- (i) The term "Force Majeure" means an exceptional event or circumstance:
 - (a) Which is beyond a party's control;
 - (b) Which, having arisen, such party could not reasonably have avoided or overcome, and;
 - (c) Which is not substantially attributed to the other Party
- (ii) Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (c) in the Clause 3.7 above are satisfied:
 - (a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies);
 - (b) Rebellion, terrorism, sabotage by persons other than the Bidder's Personnel, revolution, insurrection, military or usurped power, or civil war;
 - (c) Riot, commotion, disorder, lockout by persons other than the Bidder's Personnel;
 - (d) Natural catastrophes such as Earthquake, Hurricane, Pandemic, Typhoon or Volcanic Activity.
- (iii) In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force

majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.

- (iv) For the period of extension granted to the Bidder due to Force Majeure the Liquidated Damage clause shall not apply. It is clarified that the Force Majeure Clause shall not provide eligibility for any adjustment or escalation in contract amount.
- (v) The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. In case the delay caused by force majeure exceed six months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

3.1.8 Bidder's Risk:

- (i) All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Bidder.
- (ii) All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the Bidder shall be the responsibility of the Bidder alone, notwithstanding the fact that designs/drawings or other documents have been approved by the department.

3.1.9 Safety:

The Bidder shall be responsible for the safety of all activities on the Site. The Bidder shall comply to the safety guidelines and best industrial practice to implement safety at work place.

3.1.10 Liability for Accidents to Person:

The Bidder shall be fully responsible for keeping indemnified the Authority from all legal implications and shall bear all legal expenses including any losses incurred by the Authority, its officers, employees, agents, and consultants including and arising out of or in relation to or as of any breach of the Representations and Warranties, or against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the Bidder for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under or any of the covenants or obligations of the Bidder under this RFP or any of the terms and conditions of this RFP by the Bidder or any Bidder/ Licensee or any employee or agent of the Bidder.

3.1.11 Insurance:

- (i) The Bidder at his cost shall provide insurance cover issued by a public sector general insurance company, in the joint names of the Authority and the Bidder, valid from the Start Date to the Date of Completion, in the amounts and deductibles stated in the Contract Data for the following events which are due to the Bidder's risks:
 - (a) Loss or damage to the Works, Plant and Materials;
 - (b) Loss or damage to Equipment;
 - (c) Loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - (d) Personal injury or death.
- (ii) Insurance policies and certificates for insurance shall be delivered by the Bidder to the Authority for the Authority's approval before the Start Date. All such insurance shall provide for compensation to be payable in Indian Rupees to rectify the loss or damage incurred.

3.1.12 Discoveries:

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Authority/ Government. The Bidder shall notify the Authority of such discoveries and carry out the Authority's instructions for dealing with them.

3.1.13 Dispute Redressal System:

- (i) No dispute can be raised except before the Authority/MC in writing giving full description and grounds of dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as a dispute.
- (ii) No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Authority shall not be liable for claims arising out of such disputes.
- (iii) Authority shall decide the matter/ dispute within 45 days.
- (iv) Appeal against the order of the Authority can be preferred to the High Court, Srinagar of Jammu & Kashmir within a period of 30 days from the decision of Authority.
- (v) The Bidder shall continue the execution of the works including the maintenance thereof, with due diligence notwithstanding pendency of a dispute before any Authority or forum.

3.1.14 Time Frame for completion of works:

The Bidder may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the milestone achievement schedule set out in the RFP Document or as updated time to time and complete them by the Intended Completion Date.

3.1.15 Extension of Time:

- (i) If the Bidder desires an extension of time for completion of the work on the ground of having been unavoidably hindered in its execution or on any other grounds, shall apply in writing of such extension with the submission of valid reasons and other supporting documents/ information.
- (ii) The Authority shall decide the extension of the Intended Completion Date within 21 days from the date of Bidder's notice, upon the effect of grounds of having unavoidable hindrance in execution of work or on any other such grounds. If the Bidder has failed to provide early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

3.1.16 Liquidated Damages:

- (i) In case the work is not completed within the stipulated period of completion of whole or part of work (achievement of milestones specified by Authority) along with all such extensions which are granted to the Bidder for either Authority's default or Force Majeure, the compensation shall be levied on the Bidder at the rate of 0.05% of the contract amount per day of delay limited to maximum of 10% of Final contract amount.
- (ii) If the Intended Completion Date is extended after liquidated damages have been paid, the Authority shall correct any overpayment of liquidated damages by the Bidder by adjusting such overpayment from the next payment which is due to the Bidder or final settlement of payments with the Bidder as the case may be. The Authority shall not pay any interest on any such amount of overpayment of liquidity damages.
- (iii) Payment of liquidated damages does not affect the Bidder's liabilities.

3.1.17 Contract amount:

- (i) No interest shall be payable to the Bidder on any payment due or awarded by the Authority.
- (ii) The rates quoted by the Bidder shall be deemed to be inclusive of GST and other levies, duties, cess, toll, taxes of Central and State Governments, Local bodies and other authorities.

3.1.18 Quality Control:

Identifying Defects

- (i) The Authority shall check the Bidder's work and notify the Bidder of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Authority may instruct the Bidder to search for a defect and to uncover and test any work that the Authority considers may have a defect.
- (ii) The Bidder shall permit the Authority's Technical auditor to check the Bidder's work and notify the Bidder of any defects that are found. Such a check shall not affect the Bidder's responsibility as defined in the Contract Agreement.

Correction of Defects

- (i) The Authority shall issue notice to the Bidder of any Defects, in writing.
- (ii) Every time notice of a defect is issued, the Bidder shall correct the notified defect within the period of time and satisfaction level, as specified in the notice.
- (iii) If the Bidder has not corrected a defect, within the time specified in the notice, the Authority will correct the defect at its own, and the Bidder shall pay this amount.

3.1.19 Termination of Contract:

The Authority or the Bidder may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:

- (i) Abandons the works or otherwise plans to demonstrate the intention not to continue performance of his obligations under the contract.
- (ii) The Authority or the Bidder is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- (iii) The Bidder without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time.
- (iv) The Bidder does not maintain a valid instrument of financial Security, as prescribed.
- (v) The Bidder has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
- (vi) If the Bidder, in judgment of the Authority-In-Charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- (vii) The Bidder fails to perform in the manner as specified in the Contract agreement, Bid document, submitted Bid or recommendation by the Authority;

Notwithstanding the above, the Authority may terminate the Contract for convenience. If the Contract is terminated the Bidder shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible. All materials on the Site, Plant, Equipment, Temporary Works and works are deemed to be the property of the Authority, if the Contract is terminated because of a Bidder's fault.

3.1.20 Payment upon Termination:

- (i) If the Contract is terminated because of a fundamental breach of Contract by the Bidder, the Authority shall issue a certificate for the value of the work done less adjusted advance payments (on pro-rata-basis) received up to the date of the issue of the certificate, less other recoveries due in

terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as per the percentage of milestone achievement. Additional Liquidated Damages shall not apply, If the total amount due to the Authority exceeds any payment due to the Bidder, the difference shall be a debt payable to the Authority.

- (ii) If the Contract is terminated at the Authority's convenience or because of a fundamental breach of Contract by the Authority, Authority shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Bidder's personnel employed solely on the Works, and the Bidder's cost of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

3.2 Special Conditions of Contract (SCC):

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

3.2.1 Role of Parties to the Contract:

Role of the Authority:

The Authority shall play the following role in this project

- (i) The Authority shall handover the Project Site and an as-is-where-is basis, free from encumbrances, for the execution of the works. The Authority shall not provide any equipment or vehicle for the project. All equipment and machinery required by the successful Bidder shall be arranged by the Bidder at his own cost.
- (ii) The Authority shall facilitate the access to the land earmarked to the Bidder for implementing the works.
- (iii) The Authority shall facilitate the clearances, permits, approvals, authorizations, and no objection certificates, which are required by the Bidder to execute the works and obtain Water, Sewage and Power connections.
- (iv) The Authority shall permit the Bidder to carry out the works till the conclusion of the Contract Period or any extension thereof.

Role of the Bidder:

- (i) The Bidder shall execute and complete the works in accordance with the provisions set out in the Bid document, the Conditions of Contract/ Contract Agreement
- (ii) The Bidder shall have no right or title or leasehold right on the land earmarked to them. The land earmarked to the Bidder shall not be used for any purpose other than the works specified in the Contract.
- (iii) The Bidder is entitled to switching over to the technologies according to the viability of the implementation of the works commercially, subject to prior submission of proposal for such technology switch describing the details of such technology and advantage of using the technology and such proposal being approved by the Authority.
- (iv) The employees of the Bidder and the Sub-Bidder in no case shall be treated as the employees of the Authority at any point of time.

3.2.2 Compliance to Law, Rules and Regulations:

The Bidder shall abide with all the rules and regulations of the Government of India, Government of Jammu & Kashmir, or any other Government Bodies that has direct or indirect incidence in the works.

The Bidder shall keep the Authority indemnified in case any action is taken against the Authority by the competent Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ Laws/ Acts/Rules/ Regulations including amendments, if any, on the part of the Bidder, the Authority shall have the right to deduct any amount due to the Bidder including amount of Performance security. The Authority shall also have right to recover from the Bidder any sum required or estimated to be required for recover the loss or damage suffered by the Authority.

The Bidder shall perform the obligations for the completion of the works under the umbrella of the below given rules and regulations: -

(i) Compliance with Labour Regulations:

During execution of the contract, the Bidder and the Sub-Bidders shall abide at all times by all existing Labour enactments and rules made there under, regulations, notifications and Bye-Laws of the State or Central Government or Local Authority and any other Labour Law (including rules), regulations, Bye-Laws that may be passed or notification that may be issued under any Labour Law in future either by the State or the Central Government or the local Authority.

(ii) Protection of Environment:

The Bidder shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

During the contract, the Bidder and the Sub-Bidders shall abide at all times by all the terms and conditions prescribed in the Environmental Clearance/ Consent to Establish/ Consent to operate the project, existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or Local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local Authority.

The Bidder shall commence the project activities as per the rules, regulations and guidelines as set forward by the Solid Waste Management Rules, 2016 and its subsequent amendments thereof, Construction and Demolition Waste Management Rules 2016 and its subsequent amendments thereof, Plastic Waste Management Rules 2016 and its subsequent amendments thereof, Bio-Medical Waste management rules 2016 and its subsequent amendments thereof, Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and its subsequent amendments thereof, E-Waste Management Rules 2016 and its subsequent amendments thereof, Environment Protection Act 1986 and its subsequent amendments thereof. Bidders to note that this is the minimum criteria required for the commencement of this work and the Bidder shall practice the best possible method to protect the Environment.

3.2.3 Force Majeure

In the event of the Bidder is rendered unable by force majeure to perform any duty/ responsibility as per the contract, the Bidder shall notify the same in written to the Authority within 15 days from the occurrence of the event. The work may be suspended for the period during which the force majeure event lasts.

3.2.4 Warranty

- (i) The Bidder shall warrant that the equipment supplied shall be free from defects on materials &

workmanship. Manufacturing quality should be of the highest grade consistent with the established and generally accepted standard and in full conformity with the tender specifications.

- (ii) Unless otherwise mentioned in the specification, the equipment offered should be warranted against defective design, material, workmanship etc. for a period specified by the Manufacturer/Supplier and proving test at destination, wherever, the contract stipulates, or from the date of placement in service whichever is earlier, provided defects and/or claims are notified to Bidder within such date.
 - (a) The Bidder shall, if required, replace or repair the equipment or such portion thereof as is found defective by the Authority, free of cost at the ultimate destination or at the option of the Authority, the Bidder shall pay to the Authority value thereof at the contract price and such other expenditure and damages as may arise by reason of the breach of the condition herein specified.
 - (b) The decision of the Authority in regard to Bidder's liability and the amount, if any, payable under this warranty shall be final and conclusive.
 - (c) Warranty clause is also applicable for spare parts/assemblies.
 - (d) The warranty period of equipments shall be furnished by the Bidder as per the format prescribed in Annexure-5.
- (iii) If the Bidder so desires, the replaced parts can be taken over by them or their representative for disposal as they may deem fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the Authority for the replaced parts thereafter.
- (iv) The Authority, without prejudice, shall be entitled and it shall be lawful on their part to forfeit the performance security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the warranty provisions.

3.2.5 Retention Money

From every payment for Works due to the Contractor/Bidder in accordance with the provisions of Clause 2.3, the Authority shall deduct 5% (Five per cent) thereof as Retention Money for performance of the obligations of the Contract during the Contract Period (the "Retention Money") subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price. The Retention Money shall be released to the Contractor/Bidder after successful completion of Defect Liability Period (DLP).

3.2.6 Defect Liability Period and Bidder's Obligations

The Defect Liability period shall be for Twelve (12) months and shall be reckoned from the date of issue of completion certificate on satisfactory testing and commissioning in all respects of the work. The Bidder's cost for site establishment, preliminary, construction, and defect liability activities shall be incorporated into the contractual obligations, which shall be binding on the Bidder for implementation

3.2.7 Training of Personnel

The contractor at his own expenses shall arrange for the training of the concerned personnels for the Operation & Maintenance of the plant, during trial running and commissioning. The contractor shall provide a works training officer, whose sole duties shall be to advise the O & M personnel on the operation and maintenance of all the equipments and to instruct on a full-time basis, the aforesaid personnel on the operation and maintenance of the work, the mechanical, the electrical and the

instruments and systems.

3.2.8 Instruction Manuals

The supplier shall furnish specified number of copies of the instruction manuals which would contain detailed step by step instruction for all operational and maintenance requirements. The manual shall include, among other information, the following aspects:

- (i) Storage for prolonged duration, unpacking, erection, handling at site, pre- commissioning details, operating and maintenance procedures.
- (ii) Precaution to be taken during operation and maintenance work.
- (iii) Outline dimension drawings showing relevant cross-sectional views and constructional features.

3.2.9 Taking Over of Site/ Plant

After successful Commissioning and when the Authority is satisfied that the entire works have been completely constructed, supplied, erected, tested, commissioned and trial running for one (01) month all in complete operatable and reliable order, the Authority shall issue a taking over certificate. Until such certificate is issued, the Bidder shall be responsible for making good any damage occasioned to the plant, however, caused.

3.2.10 Completion/ Performance Certificate:

After the fulfillment of Sub-Clause 3.2.7, a Completion/ Performance certificate in the prescribed format shall be issued by the Authority. The Authority shall take over the Site and the Works within seven days of the issue of the Completion certificate.

TECHNICAL SPECIFICATIONS

4. Technical Specifications of equipments

4.1 Technical Specifications

This shall include Supply, Installation, Testing, Trial Run and Commissioning of all equipments namely Shredders, Bailers, Sanitary Disposal Machines, Feeding Hoppers & Segregators with dustbins, Sieving Trommels, kill Machines, Water Sprayers, D.G sets and other allied equipments/accessories (If any).

The technical specification covers the items of work in all parts of the work under purview of this RFP document. All works shall be carried out in conformation with the specifications. In general, provisions of standard specification Published by Bureau of Indian Standard Specification (BIS) and other equivalent National or International Standards shall be followed. The work shall be executed in accordance with best modern practices. All codes and standards referred to in these specifications shall be the latest revision thereof prior to the date of submission of Bids. In case of discrepancy with the BIS codes the provision in these specifications shall prevail.

The Agency shall carry out the final tests on all pumping plants, equipment, instruments, etc. as mentioned in respective specification, if any. The Agency shall also carry out all other tests required either by the Agency and/or the Authority to approve the equipments, and to comply systems and processes and all components of the plant over the range of operating conditions.

The Agency shall maintain on site a guard book in English of all tests carried out and will hand over a certified copy of the same to the Authority at the time of completion of the works.

4.2 Supply, Installation Testing and Commissioning including Trial Run for one month

- (i) The Agency shall supply the equipments strictly as per the specifications mentioned in this RFP.
- (ii) The installation of all equipments shall be carried out in confirmation with the specifications, as per the instructions of the Authority keeping in mind the codes and standards.
- (iii) After installation of equipment has been completed, it shall be offered to the Authority's representative for inspection prior to commissioning the equipments. Until such time as the equipment or material installed/ erected under the contract is finally accepted by the Authority in keeping with the terms and conditions of this contract and associated specifications, the responsibility for proper testing, maintenance, efficient operation of the same shall be of the Agency. Prior to start up, the Agency shall be required to service the equipment and during startup render such assistance as may be necessary or required by the Authority.
- (iv) Commissioning shall commence after all equipments/plant has been inspected to the satisfaction of the Authority. During commissioning, the Agency shall supply all staff to supervise, operate, keep in operation, adjust, test, service, repair and to do all things necessary to keep all the equipment running.
- (v) The Agency will conduct trial running of all equipment for a period of one month after same is installed in all respects before commissioning.
- (vi) The Agency will bear all necessary expenditure for commissioning and trial running including cost of spare parts, Lubricants, packings etc.

- (vii) During the commissioning period, the Agency shall employ a commissioning representative who shall be a qualified engineer and who shall instruct the Authority's staff on all aspects of the operating procedure. The Agency shall during Trial running and commissioning impart Training to the staff, operational staff of the Authority.

4.3 Stacking, Covering and Protection

The material shall be stacked in such a manner as to ensure the preservation of their quality and fineness for the work. Different types of materials shall be stacked separately and in such a way that counting and measurements can be done without disturbing the stacks. Any material that is liable to be affected by rain or other adverse weather conditions shall be covered and protected properly against the same. Cost of such protection shall be considered by the Agency in his quoted rates. Special care shall be taken by the Agency for temporary storage of fragile and delicate materials.

4.4 Technical Specifications of Mechanical and Electrical Equipments.

directorulbk@gmail.com
ddpnsdulbk@gmail.com



Tel. 0194-2490752
Fax. 0194-2490714

Government of Jammu & Kashmir
Directorate of Urban Local Bodies Kashmir
Habitat Centre, Bemina, Srinagar

The Chief Executive Officers / Executive Officers Municipal Councils/Committees.....All

No: DULB/PIg/2024-25/ 1144/ 35962-36023 Dated: 22 / 11/2024

Subject: Technical specifications for procurement of machinery component for SWM facilities.

Sir/Madam,

Kindly find enclosed herewith the Technical Specifications for procurement of machinery component for SWM facilities provided by the Mission Director, Swachh Bharat Mission -U (2.0), J&K U.T. vide No. MD/SBM/U/2024-25/699-700 Dated.22/11/2024 for further necessary action under rules.

The Chief Executive Officers / Executive Officers
Municipal Councils/Committees.....All

Yours faithfully,

No: DULB/PIg/2024-25/ 1144/

Dated:

Director

Urban Local Bodies
Kashmir

Copy to the: -

1. Deputy Commissioners (All) Kashmir Division for information.
2. Mission Director Swachh Bharat Mission-U (2.0) J&K U.T for information.
3. Additional District Development Commissioners (All) Kashmir Division for information and necessary action.
4. Private Secretary to the Commissioner / Secretary to Government, Housing & Urban Dev. Department for information of the Commissioner /Secretary.

Yours faithfully,

Director

Urban Local Bodies
Kashmir

Copy to the:



**Government of Jammu and Kashmir
Housing and Urban Development Department
Office of Mission Director, SBM-U, 2.0**

**Director,
Urban Local Bodies,
Kashmir**

No:-MD/SBM/U/2024-25/ 699-700

Dated: 22/11/2024.

**Subject: Technical specification for procurement of machinery component for
SWM facilities.**

Reference: - DULB/Plg/1144/2024-25/34860-61 dated 16/11/2024

Sir,

Apropos to the subject, in this context the technical specifications for mechanical and electrical equipments for Solid Waste Management facilities shared by State Level PMU in addition to the already shared specifications is enclosed herewith for further necessary action in the matter.

Director,
Urban Local Bodies,
Kashmir

Yours sincerely,

**Mission Director
Swachh Bharat Mission-U (2.0),
J&K U.T.**

Copy to the:-

1. Commissioner/Secretary to Govt., H&UDD, Civil Secretariat, J&K for favour of information.

RFP for Selection of Bidder for Supply, Installation, Testing & Commissioning of Material Recovery Facility Equipment's in MC Budgam of Kashmir

Technical Specifications of Mechanical and Electrical Equipments

No.	Equipment	Specifications	
1	Sieving Trommel	Sieving Trommel for Compost	
		Material of Sieving Trommel	Mild Steel confirming to IS:2062 latest
		Feeding to Sieving Trommel	Manual
		Sieve Size of Sieving Trommel	4 mm
		Thickness of Sieve Material	3 Millimeter
		Diameter of Sieving Trommel	1.0 meter
		Length of Sieving Trommel	1.5 meter
		Speed of Sieving Trommel	Manual
		Gear Box Drive System of Sieving Trommel	Yes
		Electric Motor Power Rating for Sieving	1 Horse Power
		Trommel confirming to IS:325 latest revision	
2	Water Sprayer	Tank material	HDPE
		Pump material	Aluminum alloy
		Pump body material	Cast Iron
		Nozzle material	Brass
		Hose pipe material	Nylon
		Purpose	It is used to spray the Inoculum, water for composting
		Type of pump used	Rotary vane pump
		Tank Capacity in Liters	15 - 20
		Tank type	Manual back Carrying
		Number of strokes in petrol/diesel engine	2 Stroke
		Cooling mechanism of engine	Air cooled
		Number of engine cylinder	1
		Availability of recoil starter in engine	Yes
		Number of Pistons in pump	1
		Number of sprayer nozzle port	1
Pressure bearing capacity of hose pipe in Mega Pascal	2		
3	Sanitary Disposal Machine with Smoke Control unit	Operation Mode	Automatic
		Burning Chamber	
		Material of Burning chamber	Stainless Steel
		Thickness	2 mm
		Voltage	440 V
		Burner Capacity	15 kg/Hr
		No. of Chambers	2 No.
		Insulation Type	Thermal Insulation
		Internal Burning Chamber Shape	Vertical Conical
		Burning time at full capacity	15 - 20 minutes
		Body Description	
		Material of Body	MS
		Size in mm	1220x1220x1070
		Mounting	Floor Mounted
		Loading Type	Front Loading
		Weight of Machine	100 - 150 Kgs
		Dimension of Door along with thickness	250 x 200 mm, thickness of door 50 mm(minimum)
Detachable ash tray dimensions	250 x 150 x 30 mm		

RFP for Selection of Bidder for Supply, Installation, Testing & Commissioning of Material Recovery Facility Equipment's in MC Budgam of Kashmir

		Temperature Indicators	Yes
		Smoke Control Unit	
		Burner temperature	300 – 800 Degree Celsius
		RPM of Blower	800 RPM
		Height of Chimney	6 Feet
		MCB Protection	Yes
		Shall have activated charcoal filter for pollution control	Yes
		Auto switch-off after cycle operation	Yes
4	Diesel Generator	Nominal Rated Capacity (kVA)	100 KVA
		No of Phase	Three Phase
		Type of Engine cooling	Liquid Cooled
		Type of governor	Electronic
		Number of cylinders (No's)	4
		No of Strokes (No's)	4
		Rated RPM of Engine	1500
		Fuel	High Speed Diesel (HSD)
		Overload capacity	Engine is capable of delivering an output of 10% in excess of rated KVA for a period of one hour in a period of 12 hours continuous running
		Specific Fuel Consumption (gm/kWh)	200 to 265
		Starting voltage (volt)	12
		Salient Features of Engine	Turbo Charged Engine, Direct injection Fuel System
		Control Panel	AMF Control Panel
5		Weigh Bridge	weigh bridge shall be rugged design with robust load cells and high-quality precision Manufacturing
	Scope of Supply for the Weigh Bridge		Weigh Controller, Load Cells, Platform, Large Size LED Display, PC, Printer, UPS, Model approval, Verification Stamping from legal metrology Dept ,Ramp(in case of portable only) including weigh bridge monitoring room and other allied civil works
	Providing Required test load		Yes
	Type of Weigh Bridge		Surface Mounted
	Maximum Capacity of weigh Bridge in Tones		20 – 30 MT
	Graduation of weigh bridge in KG		5
	Load cells shall be OIML C4 class accuracy Certified		Yes
	Surge and Lightning Protection Device shall be installed		Yes
	Before supply of components of Bridge, the drawing of the entire set up should be got approved from the buyer/consignee		Yes
	Warranty Period in Years		1
	Length of the Platform required for weighing in meters		7.5 m
	Width of the Platform in meters		4.5m
	Anti-skid feature for Platform		Yes
	Protection from rust and corrosion by way of suitable treatment and painting for the platform structure		Yes
	The platform structure should be able to bear twice the maximum capacity of weigh bridge	Yes	
	Operating temperature range	-20 to +50 Degree Celsius	

Baling Machine

S. No	Description	Technical specifications
1	Capacity output	300-400 Kg/Hr.
2	Automation	Automatic
3	Machine weight	2100 Kg
4	Chamber length	26" x 22"x 20 "
5	Feeding mouth	26" x27"
6	Motor capacity in HP	10 HP
7	Overall size	4' x 3' x 8'
8	Oil Tank capacity	100-150 Lt
9	Other Features/requirement:	No. of Cylinders - 1
10		All types of plastics- PET, HDPE, LDPE, Paper, Cloth
11		Hydraulic with 40-50 Ton Force
12		Bale Weight - 50-60 Kg, Expected Bales -6 Per hour
13		Oil Fill Included
14		No. of Box - 1

Shredder Machine		
No	Description	Technical specifications
1	Capacity output	200 - 250 Kg/Hour
2	No of Blades	6
3	Chamber length	18 x 24 Inch
4	Mesh	13 MM
5	Feeding mouth	24" x 13" x 30"
6	Motor capacity in HP	40 HP
7	Overall size	56" x 72" x 60 "
8	Other Features/requirement:	Materials: HDPE, LDPE, PP, ABS, HIPS, NYLON and PC Rotor Shaft – Equi. Balanced Shaft Blade Size - 18" x 5" 2 spare Mesh Will be provided One spare blade will be provided Starter will be provided with overload control Dedicated Control Panels for Push Button operations
9		
10		
11		
12		
13		
14		

1

Conveyor Belt

No	Description	Technical specifications
1	Capacity output	500 Kg / Hr.
2	Automation	Variable Frequency Drive
3	Length	25 feet
4	Bearing	Pedestal Type
5	Speed Control	5 Ft/min to 30 ft/min
6	Roller Dia.	Vendor to provide
7	Belt Thickness and Width	5mm and 800mm
8	Motor capacity in HP	3 - 5 HP
9	Belt Material	Rubber Type (PVC)/ Heavy Rubber
10	Other Features/ Requirement:	Flat Bed Type for Material Segregation

Dust Air Blower Machine

No	Description	Technical specifications
1	Capacity output	80-100 Kg/Hr.
2	Automation	Semi -Automatic
3	Machine weight	400 Kg
4	Feeding mouth	15" x 15 "
5	Motor capacity in HP	30 HP
6	Drum Length & Diameter	Diameter: 36Inch
		Length: 84 Inch
7	Overall size	36" x 84" x 55 "
8	Other Features/requirement:	Materials to use for: All soft Plastics
9		Duct to control ejection of cleaned sheet
10		Bearing - Pedestal Type
11		Rotor - Dynamically Balanced
12		Dedicated Control Panels for Push
		Button operations

BILL OF QUANTITIES

5. Bill of Quantities

S. No.	Component	No. of Units
1	Shredder	1
2	Bailing Machine	1
3	Sieving Trommel	1
4	Feeding Hopper & Segregator with 8 dustbins	1
5	Water Sprayer	1
6	Sanitary Disposal Machine with Smoke Control Unit	1
7	Weigh Bridge	1
8	Diesel Generator	1

ANNEXURES

Annexure 1.1 - Format for Sharing Particulars of the Bidder

The table below provides the format in which general information about the Bidder must be furnished.

S. No.	Information	Details
1	Name of the Bidder	
2	Address and contact details of Bidder	
3	Registration Number and Year of Registration	
4	GSTIN	
5	Permanent Account Number (PAN)	
6	Average Annual Turnover of the last 3 years (2018-19, 2019-20, 2020-21) or (2019-20, 2020-21, 2021-22)	
7	Name of the authorized signatory, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
8	Telephone number of contact person:	
9	Mobile number of contact person:	
10	E-mail address of contact person:	
11	Business Plan/Brief Profile of the Bidder covering sister concern/associate company details, as applicable	

Authorized Signatory Name

Seal

Note: Please submit the relevant proofs for all the details mentioned above along with your Bid response

**Annexure 1.5 - Format for Declaration by the Bidder for not being Blacklisted
/ Debarred**

(To be submitted on the Letterhead of the Bidder)

To

Chief Executive Officer

Municipal COMMITTEE SEER HAMDAN

Subject: RFP for Selection of Agency for Supply, Installation, Testing & Commissioning of MRF
Equipments in Municipal COMMITTEE SEER HAMDAN.

RFP Reference No:

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State
Government/ Public Sector Undertaking in India or similar agencies globally as on the date of
submission of the Bid

Dear Sir/ Ma'am,

I, authorized representative of _____, hereby solemnly confirm that
_____ ("Company") is not debarred/ black-listed by the Central
Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally
for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or
for any other reason as on last date of submission of the Bid. In the event of any deviation from the
factual information/ declaration, Authority reserves the right to reject the Bid or terminate the
Contract without any compensation to the Successful Bidder.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address/ Telephone & Fax: E-mail address

Annexure 1.6 - Format of Power of Attorney for Bidder

(On a non-judicial stamp paper of Rs. 100/- duly attested by notary public)

Power of Attorney

Whereas the Authority has invited applications from interested parties for the "RFP for Selection of Agency for Supply, Installation, Testing & Commissioning of MRF EquipmentsMunicipal COMMITTEE SEER HAMDANKashmir.

Whereas.....interested in Bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and Whereas, all acts, deeds and things as may be necessary in connection with the Bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, having our Registered office at....., (herein after referred to as the "Bidder") do hereby irrevocably designate, nominate, constitute, appoint and authorize Mr.....designation to do on our behalf of company, all or any of such acts, deeds or things as are necessary or required or incidental to the Technical qualification 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 Bids and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid and generally to represent the Company in all its dealings with the Authority, and/ or any other Government Bidder or any person, in all matters in connection with or relating to or arising out of the Project and/ or upon award thereof till the Contract 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.

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

(Signature)

..... (Name & Title)

Witnesses: 1.

Witnesses:

2.

Annexure 3: Performance Bank Guarantee

Date: dd/mm/yyyy

To

Chief Executive Officer

Municipal COMMITTEE

SEER HAMDAN

Subject: Supply, Installation, Testing & Commissioning of MRF Equipments in Municipal COMMITTEE

SEER HAMDAN Kashmir.

RFP Reference No: _____

LOA Reference No.: _____

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “<Name of the Project>” WHEREAS M/s. “<Name of the Successful Bidder>” a <company/firm/partnership/or as applicable> registered under the < appropriate registration Authority as applicable> having its registered office at < Address of the Successful Bidder> (hereinafter referred to as “Contractor/ Bidder”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract for “<Name of the Project>” (Hereinafter, referred to as “Contract”) with you. We are aware of the fact that as per the terms of the Contract, M/s. “<Name of the Successful Bidder>” is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of <INR_____/-><(Rs. in words only) >, to guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by the Bidder.

In consideration of the fact that the contractor is our valued customer and the fact that he has entered into the said Contract with you, we <Name of the Bank>, <Address of the Bank>, have agreed to issue this Performance Bank Guarantee.

Therefore, we <Name of the Bank>, <Address of the Bank> hereby unconditionally and irrevocably guarantee you as under:

1. In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum(s) not exceeding the sum of <INR >< Rupees (in words) only> without any demur.
2. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount(s) to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
3. This Performance Bank Guarantee shall continue and hold good till <total period of validity of PBG>,

subject to the terms and conditions in the said Contract.

4. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until <total period of validity of PBG>.
5. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.
6. We hereby expressly waive all our rights: Requiring pursuing legal remedies against (Insert name of Authority)/Authority; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.
7. We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
8. We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
10. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained herein above, our liability under this Performance Guarantee is restricted to <INR>/- < Rs. (in words) only>, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of Authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or for bear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before <total period of validity of PBG>, from the date of the said Contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated thisday 2022.

Yours faithfully,

For and on behalf of the <name of the bank>,

(Signature with Stamp & Seal)

Designation

<name of the bank><address of the bank>

This guarantee shall attract stamp duty as a security bond. A duly certified copy of the requisite Authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Annexure 5: Format for Warranty Period of Equipments

(To be submitted on the Letterhead of the Bidder)

To

Chief Executive Officer

Municipal COMMITTEE

SEER HAMDAN

Subject: RFP for Selection of Agency for Supply, Installation, Testing & Commissioning of MRF Equipments in Municipal COMMITTEE SEER HAMDAN Kashmir.

RFP Reference No:

Sir,

The warranty period of equipments as specified by the Manufacturer/Supplier is as under:

Sr. No	Particulars	Unit	Quantity	Expiry of Warranty Period
1	Shredder	No.	1	
2	Bailing Machine	No.	1	
3	Sieving Trommel	No.	1	
4	Feeding Hopper & Segregator with 8 dustbins	No.	1	
5	Water Sprayer	No.	2	
6	Sanitary Disposal Machine with Smoke Control Unit	No.	1	
7	Weigh Bridge	No.	1	
8	Diesel Generator	No.	1	

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

END OF DOCUMENT