

Request For Proposal (RFP)
For
Collection and Transportation of MSW
In
Brajrajnagar MunicipalityArea, Odisha

Volume-II



Brajrajnagar Municipality

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Brajrajnagar Municipality any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Brajrajnagar Municipality to the prospective Bidders or any other person. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposal in pursuant to the Bidding Documents including this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by Brajrajnagar Municipality in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Brajrajnagar Municipality, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends 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. Brajrajnagar Municipality accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Brajrajnagar Municipality, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process. Brajrajnagar Municipality also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Brajrajnagar Municipality 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.

The issuance of this RFP does not imply that Brajrajnagar Municipality is bound to select a Bidder or to appoint the Successful Bidder for the Project and Brajrajnagar Municipality reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission to Brajrajnagar Municipality of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Brajrajnagar Municipality or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Brajrajnagar Municipality shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation and submission to Brajrajnagar Municipality of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Associate	As defined in Clause 2.1.12
Bid	As defined in the Disclaimer and Clause 2.11.1
Bidder	As defined in Clause 1.4.1
Bidding Company	As defined in Clause 1.4.1
Bidding Documents	As defined in Clause 1.4.3
Bidding Process	As defined in Clause 1.6.5
Bid Security	As defined in Clause 2.1.5
Bid Submission Deadline	As defined in Clause 2.12.1
Contract Agreement	As defined in Clause 1.6.2
Operator	As defined in Clause 1.3.3
Conflict of Interest	As defined in Clause 2.1.11
Consortium	As defined in Clause 2.2
Financial Bid	As defined in Clause 2.11.2
Information Memorandum	As defined in Clause 1.2.1
Initial Project Cost	As defined in Clause 1.3.5
INR	Indian Rupees
Lead Member	As defined in Clause 2.2.2
Member	As defined in Clause 2.2.1
MSW	As defined in Clause 1.1.1
Net Worth	As defined in Appendix I - Annex III
O&M	Operation and maintenance
OIDF	As defined in Clause 1.3.5
Performance Security	As defined in Clause 2.19.4
Project	As defined in Clause 1.3.1
Project Company	As defined in Clause 3.7.3
RFP or Request for Proposals	As defined in the Disclaimer
Successful Bidder	As defined in Clause 3.6
Technical Bid	As defined in Clause 2.11.2
TPD	As defined in Clause 1.2.2

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Contract Agreement, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.

INTRODUCTION

1.1 Background

1.1.1 Ministry of Urban Development is the implementing agency of the Swachha Bharat Mission in urban, Odisha. Brajrajnagar Municipality emanates from the vision of the Government for ensuring hygiene, waste management, and sanitation across the nation and aims for a Clean India under a collaborative framework of multiple stakeholders. As one of the key mission objectives is to develop modern and scientific municipal solid waste (MSW) management practices.

1.1.2 The Brajrajnagar Municipality is seeking private sector participation to improve the management of municipal solid waste ("MSW") in the city of Brajrajnagar, Odisha through the development of an MSW management system encompassing collection and transportation of segregated MSW on a public-private participation basis.

1.2 Context of the Project

1.2.1 Brajrajnagar Municipality was constituted in the year 1968 as a Notified Area Council, then as a Municipality in the year 1989. Brajrajnagar Municipality has undertaken pioneering work in various fields and perceives its role as principal provider of various municipal services to provide a better quality of life to the residents of Brajrajnagar. An area of 48.73 sq. K.M. is being covered by Brajrajnagar Municipality subdivided into 23 wards.

1.2.2 Brajrajnagar Municipality in its endeavor to improve the city's public amenities and to enrich the city's aesthetics, sanitation and hygiene aspects and to implement the Swachh Bharat Mission (Urban) launched by the Government of India on 2nd October 2014 in the first phase and subsequently in the second phase in the year 2019 invites responsive bids for Selection of an Agency for collection and transportation of segregated MSW in Brajarajnagar, Odisha on PSP basis within jurisdiction of the Brajrajnagar Municipality.

1.3 Current situation Municipal Solid Waste in Brajarajnagar, Odisha

1.3.1 The Brajrajnagar Municipality is responsible for providing municipal and civic services within area falling under its jurisdiction which are further subdivided into 23 wards.

1.3.2 Amongst others, one major component of municipal services is collection, segregation, transportation and disposal of solid waste comprising of municipal solid waste and street sweeping waste and other solid waste as may be prescribed ("Conforming Waste") generated within area falling under its jurisdiction.

1.3.3 Currently, one agency is managing the collection and transportation of MSW in 21 wards of Brajrajnagar, Odisha and Brajrajnagar Municipality is managing the collection and transportation in rest of the 2 wards.

1.4 Current mechanism for Municipal Solid Waste management in Brajrajnagar, Odisha

Brajrajnagar Municipality is responsible for:

- a. The implementation of Municipal Solid Waste Rules 2016 and other applicable laws and bylaws

within its territorial area.

- b. Arrange for door-to-door collection of segregated waste from commercial area, institutional and other non-residential premises, multi storage buildings, large commercial complexes, mall, housing complexes and bulk waste generators.
- c. Develop, run and maintain an effective infrastructure for collection, segregation, transportation, processing and disposal of conforming waste and prohibiting littering of waste on the streets.
- d. Lifting municipal solid waste generated from houses, institutions and commercial establishments.
- e. Providing adequate community solid waste facilities as per MSW Rules 2016 and other applicable laws and bylaws within its territorial area.
- f. Processing of segregated wastes by adopting appropriate technologies. Up-gradation of the existing dump sites and disposal of inert wastes.
- g. Conducting awareness programs to disseminate information to public.

1.5 Disposal Sites

Brajrajnagar Municipality is planning for the decentralized processing of segregated municipal waste. Brajrajnagar Municipality is functioning 2 Material Recovery Facilities (MRF) for processing of dry waste and 2 Micro Composting Centers (MCC) for processing of wet waste & in ongoing 1 Material Recovery Facilities (MRF) for processing of dry waste and 2 Micro Composting Centers (MCC).

1.6 The Project

1.6.1 Scope of the Project

With a projected population of nearly 1 lakh (2024), Brajrajnagar is the 2nd populous city in the district of Jharsuguda and is the centre of economic and religious importance. The entire Brajrajnagar Municipality area comprises of 21 wards. The city's civic body Brajrajnagar Municipality is engaged in various activities like solid waste management, street lighting, park and recreation, parking services, plantation, maintenance of civic infrastructure such as drain, roads etc. and always has been in the forefront to deliver the services to the satisfaction of the inhabitants of the city.

The solid waste management by State Government of Odisha towards decentralized solid waste management is being adopted by the city civic body in all the twenty-three wards through community participation and are in advance stage of implementation. The different type of solid waste that are being managed by Brajrajnagar Municipality are as follows:

1. Municipal Solid Waste Collection, Transportation and Disposal
2. Street Cleaning, Drain De-silting and Disposal
3. Bush Uprooting, Collection of Horticulture Waste, Cleaning of Conservancy Lane, Road Side Berm, De Weeding and Disposal
4. Construction & Demolition Waste Collection, Transportation and Disposal

The details of corresponding number of wards in Brajrajnagar Municipality area are as follows:

Table 1: Zone wise number of wards

Zone No	Name of ULB	No. of Wards
1	Brajarajnagar	7

Zone No.	Name of ULB	No. of Wards
2	Brajarajnagar	8

Zone No	Name of ULB	No. of Wards
3	Brajarajnagar	6

Table 2: Population, Household, Numbers of MCC and MRF

Population as per census 2011	Projected population 2024	No. of Household as per population 2011	Number of MCC	Number of MCC Under Construction	Number of MRF	Number of MRF Under Construction
80403	90840	17631	2	2	2	1

The private operator shall undertake:

To ensure door to door source segregated collection of MSW from Waste Generators (all non-residential, commercial establishments, institutions and other sources located within the service area of ULB and generating MSW as defined in MSW Rules, 2016 and other applicable laws and bylaws within its territorial area).

- a. Collection and transportation of Municipal Solid Waste (MSW), Drain Desilting, Bush Uprooting, Conservancy Cleaning, De-weeding, and Street Sweeping Waste in segregated manner from institutional and other non-residential premises, large commercial complexes, haats & daily markets, mall, and housing complexes.;
- b. To identify, in consultation with the Contracting Authority and Other stakeholders, as the case may be, the location of Secondary Collection Points if any and to provide suitable type and number of containers/bins at such Secondary Collection Points for storage of segregated MSW and street sweeping waste;
- c. Transportation of MSW, and street sweeping and drain de-silting waste from wards to the Decentralized Processing Facilities or any other locations identified by Brajarajnagar Municipality as required. The Operator will have to provide all equipment necessary for service delivery in the designated roads as required. The operator shall ensure cleaning of drains up to 100 cm depth along the listed roads and internal roads in the service area. Transportation of MSW, street sweeping waste and drain de-silting waste from any other area in ULB to the Decentralized Processing Facilities or any other location as identified by Brajarajnagar Municipality, as required;
- d. To transport and dispose-off the inert matter/Residual Inert Matter/processing rejects, if any from Processing Facilities or elsewhere to the Sanitary Landfill Facility as per direction of Officer in Charge as per guidelines of MSW 2016.
- e. Assist ULB in public education / awareness related to MSW 2016. Detail deliberation is provided of PIM.
- f. Address and resolve all the Complaints as received/intimated through the public complaint system or from Brajarajnagar Municipality
- g. official.
- h. To ensure that the Project meets stipulated pollution norms and guidelines and that the MSW is handled and managed in compliance with the MSW (Handling and Management) Rules 2016 or its subsequent amendments and the guidelines of the manual on solid waste management published by CPHEEO, MoHUA, and BIS and other applicable laws and bylaws within its territorial area.
- i. All these activities shall be done in compliance with the Government of India's Municipal Solid Waste (Management and Handling) Rules of 2016 and other applicable laws and bylaws within its territorial area and in accordance with performance standards and output specifications prescribed in the Contract Agreement.

- j. The Project shall not, however, cover (i) biomedical and industrial waste, and (ii) hazardous waste.

For detail deliberation about scope of work of the Project, Bidders may refer Project Information Memorandum Vol-I(Transportation of Municipal Solid Waste including Street Sweeping, Drain Cleaning, Conservancy Cleaning, Bush Uprooting and De-weeding)

1.6.2 Contract agreement

Brajrajnagar Municipality shall enter into a contract agreement (the "**Contract Agreement**") with the Project Company set up by the Successful Bidder. The Project period shall be two (2) years from the date of signing of the Contract Agreement which may be extended up to another 2year subject to successful completion of the term& satisfactory performance. The decision on extension will lies with the Municipality.At the end of this period, the Operator shall transfer the facilities to Brajrajnagar Municipalityfree of charge.

1.6.3 Sources of revenue

Subject to the provisions of clause 1.6.4, the Project shall be completely financed by the Operator. In consideration the Operator shall have access to the following types of revenue streams:

Tipping fee payable by Brajrajnagar Municipality to the Operator will be pegged at Quoted Lump sum Tipping Fees per month for the collection and transportation of Conforming Waste to the decentralized processing sites i.e, MRF and MCC or any other site as identified by Brajrajnagar Municipality for Dry waste and Wet waste respectively;

1.6.4 Financing assumptions

The Operator shall be responsible for financing the Project.

1.6.5 Brief description of the Bidding Process

1.6.5.1Brajrajnagar Municipalityinvites bidders (the "**Bidders**") through an open competitive bidding process (the "**Bidding Process**") submitted to Brajrajnagar Municipality. A Bid for the Project in accordance with the RFP. A Bidder may either be a Bidding Company or a Consortium with maximum two Members. A Bidding Company means a Single Legal Entity submitting a Bid pursuant to the RFP. Consortium means a consortium of entities with a lead member and members submitting a Bid collectively pursuant to the RFP.

1.6.5.2The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders of the Project and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Contract Agreement or right to amend, alter, change, supplement or clarify the scope of work of the Operator.

1.6.5.3The Bidding Documents include this RFP, the draft Contract Agreement, the Project Information Memorandum and any other document issued by Brajrajnagar Municipalityin relation to this Project, as may be modified and clarified from time to time by Brajrajnagar Municipality. The Bidding Process is a Two stage process.

1.6.6 Schedule of Bidding Process

Brajrajnagar Municipalityshall endeavor to adhere to the following schedule:

Event	Timing
Display ofRFP BidDocuments in Distrcet web site. (www.jharsuguda.nic.in)	25.09.2024

Receive of financial bid & technical bid by Speed post/Regd post only	21.10.2024 by 3.30 PM
Pre-Bid conference	04.10.2024 at 11.30 AM
Opening of Technical Bid	22.10.2024 at 11.30 AM
Opening of Financial Bid	22.10.2024 at 12.30 PM
Project Award	To Be Notified

2. INSTRUCTIONS TO BIDDERS

(A) GENERAL

2.1 General terms of bidding

2.1.1 No Bidder shall submit more than one Bid for the specific Project. More than one bid for the same work will result disqualification of all bids of the specific bidder. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.

2.1.2The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on Brajrajnagar Municipality nor confer any right to the Bidders, and Brajrajnagar Municipality shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.

2.1.3Notwithstanding anything to the contrary contained in this RFP, shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.

2.1.4The Bid should be furnished in the formats specified in the RFP and signed by the Bidder's authorized signatory. The Successful Bidder may be subsequently invited for signing the Contract Agreement. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.

2.1.5Incomplete bid/ part bid / bid submitted after due date & time will be subject to rejection. Brajrajnagar Municipality is no way responsible for late receipt of bid. The bid documents must enclose paper cost as mentioned & **EMD @1% over annual cost quoted.**

2.1.6The Bidder should submit a power of attorney as per the format at Appendix III, authorizing the signatory of the Bid to commit the Bidder.

2.1.7 In case the Bidder is a Consortium, the Members thereof should furnish a power of attorney in favour of the Lead Member as per the format at Appendix IV.

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

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

2.1.10 The Bidding Documents, including this RFP and all attached or other documents, are and shall remain the property of Brajrajnagar Municipality and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance with the Bidding Documents. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.

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

2.1.12 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a. The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate (or any constituent thereof) is less than 25% of the paid up and subscribed capital of the other Bidder, its Member or Associate (or any constituent thereof); or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder, its member or Associate receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder, its member or Associate thereof; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- f. such Bidder has participated as a consultant to Brajrajnagar Municipality in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause 2.1.12 shall include each Member. For purposes of this RFP, "**Associate**" means, in relation to the Bidder/Member, a person who controls, is controlled by, or is under common control with such Bidder/Member. As used in this definition, the word "**control**" means, with respect to a person which is a company or corporation, the ownership,

directly or indirectly, of more than 25% of the voting shares of such person, or the power to appoint majority of the directors on the board of directors of such company or corporation and/or the power to direct the management and policies of such person by operation of law, agreement or otherwise and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law, agreement or otherwise.

2.1.13 This RFP is not transferable and can only be used by the person to whom it has been issued.

2.1.14 Any award of contract pursuant to this RFP shall be subject to the terms of the Bidding Documents.

2.1.15 For a detailed list of documents and information to be provided with each envelop constituting a Bid.

2.2 Change in composition of the Consortium

2.2.1A Consortium shall be composed of a lead member and no more than 2(Two) members (the "Members"). Change in the composition of a Consortium will not be permitted by Brajrajnagar Municipality after the Bid Submission Deadline.

2.2.2 The lead member of the Consortium (the "Lead Member") shall hold at least 51% of the subscribed and paid-up equity of the Project Company for project period.

2.2.3 The Consortium shall submit a power of attorney and a consortium agreement substantially in the form at Appendix IV and Appendix V respectively along with the Bid on or before the Bid submission Deadline. The consortium agreement shall, inter alia:

- a. convey the intent to form a Project Company with shareholding/ownership equity commitments in accordance with this RFP;
- b. clearly outline the proposed roles and responsibilities of each Member and the Lead Member;
- c. commit the minimum equity stake to be held by each Member, including the Lead Member, in the Project Company for project period after the execution of the Contract Agreement; and
- d. include a provision stating that all Members of the Consortium shall be jointly and severally liable for all the obligations of the Operator in relation to the Project.

2.4 Cost of bidding

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

2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the sites' conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to sites, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Brajrajnagar Municipality relating to any of the matters referred to in Vol -I.

- c. satisfied itself about all matters, things and information including matters referred to in Vol-I necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Vol –I shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, or a ground for termination of the Contract Agreement by the Operator; and
- e. Acknowledged that it does not have a Conflict of Interest.

2.5.3 Brajrajnagar Municipality shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by Brajrajnagar Municipality.

2.6 Verification and Disqualification

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

2.6.2 Without prejudice, Brajrajnagar Municipality reserves the right to reject any Bid and appropriate the Bid Security if:

- a. at any time, a material misrepresentation is made or uncovered; or
- b. the Bidder does not provide, within the time specified by Brajrajnagar Municipality the supplemental information sought by Brajrajnagar Municipality for evaluation of the Bid.

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

(B) DOCUMENTS

2.7 Contents of the RFP

2.7.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below

Invitation for Bids	Appendices
Section 1. Introduction	I. Letter for the Bid
Section 2. Instructions to Bidders	II. Bank Guarantee for Bid Security
Section 3. Evaluation of Bids	III. Power of Attorney for signing of Bid
Section 4. Fraud & Corrupt Practices	IV. Power of Attorney for Lead
Section 5. Prebid Conference	

Section 6. Miscellaneous

- Member of Consortium
- V. Consortium Agreement
- VI. Anti-Collusion Certificate
- VII. Format for the Technical Bid
- VIII. Format for the Financial Bid
- IX. Format for Clarifications/
Amendments in the Bidding
Documents
- X. Draft Contract Agreement Vol-III
- XI. Affidavit

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the Bidding Documents may notify Brajrjnagar Municipality by e-mail only at the following e-mail address eobrjnmpl@gmail.com before Pre bid Meeting Date or at the time of prebid. No query will be entertained after Pre-Bid Meeting Date: 04.10.2024

2.8.2 Any queries must be received by Brajrjnagar Municipality on or before the date mentioned in NIT.

2.8.3 Brajrjnagar Municipality may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Brajrjnagar Municipality shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Brajrjnagar Municipality or its employees or representatives shall not in any way or manner be binding on Brajrjnagar Municipality.

2.9 Amendment of RFP

2.9.1 At any time prior to the Bid submission Deadline, Brajrjnagar Municipality may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum to the RFP.

2.9.2 Any addendum issued hereunder will be in writing and shall be published on web site www.jharsuguda.nic.in as well as newspaper.

2.9.3 In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, Brajrjnagar Municipality may, at its sole discretion, extend the Bid submission Deadline.

2.9.4 All Pre-Bid Clarifications, Addendum, Corrigendum issued by Authority are part of Agreement and binding to both Authority and Operator.

(C) PREPARATION AND SUBMISSION OF BIDS

2.10 Format of Bid

2.10.1 The Bidder shall in its Bid provide all the information sought under the Bidding Documents. Brajrjnagar Municipality will evaluate only those Bids that are received in the required formats and complete in all respects.

2.10.2The Bidder shall prepare 1 original set of its Bid clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 copy of its Bid clearly marked "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

2.10.3The Bid shall be typed and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person signing the Bid. The Bid shall contain page numbers.

2.11 Sealing and Marking of Bids

2.11.1 The "Bid" shall be comprised of **"2 envelopes: one is technical bid & 2nd is financial bid**. Both the envelopes must be sealed over an envelope. Bidder has to write clearly

A. the Package number intending to bid. Example: Bid submission for **Zone -1/ Zone-2/ Zone-3**

B. Name- **"Collection and Transportation of Municipal Solid Waste including Street Sweeping, Drain Cleaning, Conservancy Cleaning and De-weeding"**.

"Not to be Opened"

and shall clearly indicate the number of the envelope and the name and address of the Bidder. Each envelope shall be individually sealed.

2.11.2 The documents to be submitted in each envelope shall include:

Envelope 1: Technical Bid (This envelope should clearly be marked as "Envelope 1: Technical Bid")

A fee of **Rs.10,000/- (Rupees ten thousand)** only for tender paper cost will be submitted in shape of Demand Draft drawn in favour of Executive Officer, Brajrajnagar Municipality payable at Brajrajnagar.

Bid in the prescribed format (Appendix-I and Appendix-X) along with Annexes and supporting documents;

- a. Successful bidder has to deposit ISD @ 1% of the quoted amount at the time of Agreement. **All bidders are to furnish EMD 1% of annual quoted amount** & costs of bid in shape of Demand Draft drawn in favour of Executive Officer, Brajrajnagar Municipality payable at Brajrajnagar. If the EMD / cost of bid document including GST is furnished by any other mode other than the specified mode mentioned above, the tender of such bidder is liable to be rejection.
- b. Power of attorney for signing of Bid in the format.
- c. If applicable, the power of attorney for Lead Member of Consortium in the format.
- d. If applicable, a consortium agreement between the Members of the Consortium in the format.
- e. Anti-collusion certificate.
- f. Certified true copy of the incorporation certificate of the Bidding Company. In the case of a Consortium, a certified true copy of the incorporation certificate of each of the Members of the Consortium.
- g. Declaration of undertaking.
- h. Supporting documents to demonstrate that the Bidder fulfils the qualification requirements set out in the checklist.

The Financial Bid shall be submitted in the format (MS Excel files) specified at Appendix VIII.

2.11.3 Each of the envelopes specified in Clauses 2.11.1 shall be placed in an outer envelope, which shall be sealed. This envelope shall be marked as follows:

A. the Package number intending to bid. Example: Bid submission for **Zone -1/ Zone-2/ Zone-3**

B. Name- "**Collection and Transportation of Municipal Solid Waste including Street Sweeping, Drain Cleaning, Conservancy Cleaning and De-weeding**".

C: **Financial bid : Not to be Opened"**

and shall clearly indicate the name and address of the Bidder.

2.11.4 The Bids shall be addressed to:

KIND ATTENTION OF:- Executive Officer, Brajrajnagar Municipality

ADDRESS: Lamtibahal, Brajrajnagar, Jharsuguda, Pin-768216

2.11.5If the envelopes are not sealed and marked as instructed above, Brajrajnagar Municipality assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.6 Bids submitted by telegram or e-mail shall or any other mode except mode of submission mentioned above will not be entertained and shall be rejected.

2.12 Bid submission Deadline

2.12.1Bids should be submitted on or before (the "**Bid Submission Deadline**")

at the address provided in Clause 2.11.4.

2.12.2Brajrajnagar Municipality may, at its sole discretion, extend the Bid submission Deadline by issuing an addendum in accordance with Clause 2.9.3 uniformly for all Bidders.

2.12.3The original documents i.e., Affidavits, Technical Proposal, Undertakings & Certificates as per the Appendix and Annexure of RFP that have to be enclosed with his all document and to be submitted through speed post or Regd Post only by 21.10.2024 on or before 3.30PM.

2.13 Late Bids

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

2.14 Modifications/Substitution/Withdrawal of Bids

2.14.1No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid submission Deadline.

2.14.2Any alteration/modification in the Bid or additional information supplied subsequent to the Bid submission Deadline, unless the same has been expressly sought by Brajrajnagar Municipality shall be disregarded.

2.15 Rejection of Bids

Notwithstanding anything contained in this RFP, Brajrajnagar Municipality reserves the right to reject any Bid and to annul the Bidding Process or reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that

Brajrajnagar Municipality rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit afresh Bids hereunder.

2.16 Validity of Bids

The Bids shall be valid for a period of 90 days from the Bid submission Deadline. The validity of Bids may be extended by mutual consent of the respective Bidders and Brajrajnagar Municipality.

2.17 Confidentiality

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

2.18 Correspondence with the Bidder

Save and except as provided in this RFP, Brajrajnagar Municipality shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

(D) BID SECURITY, EMD & ISD

2.19 Bid Security

2.19.1 The Bidder shall furnish as part of its Bid a Bid Security as per Clause 2.11.2 and 2.1.5.

2.19.2 Any Bid not accompanied by a Bid Security/ incomplete bid shall be summarily rejected by Brajrajnagar Municipality as nonresponsive.

2.19.3 The EMD of unsuccessful Bidders will be returned by Brajrajnagar Municipality without any interest, as promptly as possible after execution of the Contract Agreement with the successful bidder or when the Bidding Process is cancelled by Brajrajnagar Municipality. The paper cost submitted is non-refundable.

2.19.4 The Successful Bidder's Bid Security will be returned, without any interest, upon the Completion of work or duly audited by competent authority whichever is earlier. Contract Agreement and furnishing a ISD of an amount of 1% of the Annual project cost in the form attached to the draft Contract Agreement.

2.19.5 Brajrajnagar Municipality shall be entitled to forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to Brajrajnagar Municipality under the RFP, under the following conditions:

- a. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- b. If a Bidder modifies or substitutes (without the prior written approval of Brajrajnagar Municipality) or withdraws its Bid during the period of Bid validity as specified in this RFP;
- c. In the case of a Successful Bidder, if within the specified time limit:

- i. it fails to sign or refuses to sign the Contract Agreement; or
- ii. the bidder fails to provide the
- iii. in accordance with the Bidding Documents.

2.20 Tipping Fees

2.20.1 Operator shall be paid Tipping fees for Collection and transportation of MSW on Lump sum basis monthly.

2.20.2 Applicant/Bidders are advised to quote Tipping fees after carefully evaluating scope of project and resources deployment.

2.20.3 Bidders shall quote 'Tipping Fees' as per the format provided in Appendix – VIII. The quoted Tipping Fees shall be adjusted for inflation as per 2.21.

2.21 Inflation Adjustment

2.21.1 To give effect to inflation/deflation following procedure shall be adopted

- (i) Various cost components are assumed as follows:
 - a. 25% of Tipping Fees towards Petrol/Diesel component.
 - b. 45% of Tipping Fees towards Labour Component
 - c. 15% of Tipping Fees towards rest of the Components
- (ii) Following Formula shall be used for the revision of Cost to company.

$$T_n = [0.85 \times T_0 \times W_1 \times (1 + ((C_1 - C_0) / C_0))] + [0.85 \times T_0 \times W_2 \times (1 + (L_1 - L_0) / L_0)] + [0.85 \times T_0 \times W_3 \times (1 + (WPI_1 - WPI_0) / WPI_0)] + 0.15 \times T_0$$

Whereas:

T_n = Revised Tipping Fees

T_0 = Base Tipping Fees

C_0 = Base Petrol/Diesel Price*

C_1 = Revised Petrol/Diesel Price as notified by Ministry of Petroleum and Natural Gas (Whichever is lower) as on day of revision (Monthly Average of Annual Index Increase)

L_0 = Base Unskilled Adult Male Wages – In line of Minimum Wage Act, notified by Government of Odisha

L_1 = Revised Unskilled Adult Male Wages - In line of Minimum Wage Act, notified by Government of Odisha as on day of revision

WPI_0 = Base Monthly General Wholesale Price Index Rate published by Office of the Economic Advisor, Government of India on Monthly basis*

WPI_1 = Monthly General Wholesale Price Index published by Office of the Economic Advisor, Government of India on 15th Day of previous month of Revision Date.

W_1 = Weightage of Petrol/Diesel in the overall Tipping Fees which is 0.25

W_2 = Weightage of labour cost in overall Tipping Fees which is 0.45;

W_3 = Weightage of rest of the components in overall Tipping Fees which is 0.15;

(iii) Revision in Tipping Fees as per clause 2.21 shall be done on 01st April of every year.

(iv) First revision shall be applicable after at least 6 months from the COD or next revision date as per 2.21, whichever is later.

* The base price shall be the date of bid submission.

If during the first year of operation or subsequent years, Operator continuously penalized for more than three months then Authority may withhold escalation up to satisfactory performance of service.

3. EVALUATION OF BIDS

3.1 Opening of the Bids

3.1.1An Evaluation Committee, to be constituted by Brajrajnagar Municipality shall open Envelope 1 of the Proposals at date and time mentioned in the RFP in the presence of the Bidders or their representative who choose to attend.

3.1.2The Evaluation Committee will subsequently examine and evaluate the Proposals in accordance with the provisions mentioned in RFP.

3.1.3To facilitate evaluation of Proposals, Brajrajnagar Municipality may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal and such Bidder shall provide its response in writing within the time period specified by Brajrajnagar Municipality in this regard.

3.1.4In the event Brajrajnagar Municipality receives only one Bid, it may at its sole discretion open and evaluate such Bid, reject it, cancel the Bidding Process or launch a new bidding process.

3.2 Test of responsiveness

3.2.1Prior to evaluating the Bids, Brajrajnagar Municipality shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:

- a. Payment of EMD of 1% of annual quoted amount.
- b. It contains Bid Document Fee of Rs.10,000/- (Rupees Ten Thousand Only).
- c. it is received as per the format at Appendix I and Appendix X
- d. it is received by the Bid Submission Deadline including any extension thereof pursuant to Clause 2.12.2
- e. it is signed, sealed and marked as stipulated in Clauses 2.10 and 2.11;
- f. it is accompanied by the power(s) of attorney as specified in Clauses 2.17, as the case may be;
- g. it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (and if formats have been specified, then in those formats);
- h. it does not contain any condition or qualification; and
- i. it is not non-responsive or inconsistent in terms of the Bidding Documents
- j. No undertaking is admissible for non-submission of any documents mentioned in RFP.

Brajrajnagar Municipality reserves the right to reject any Bid which is non-responsive. If necessary, Brajrajnagar Municipality may ask the Bidders for clarifications. In this case, Brajrajnagar Municipality will make a request for supplementary information or documentation from the Bidder, provided that this request may only be made to clarify information already provided by a Bidder or to request a document that should have been included. Whenever a supplementary request is made, the Bidder must respond to Brajrajnagar Municipality within the time period set by Brajrajnagar Municipality in its request. If the Bidder does not respond to a supplementary request within such time period or does not provide the information or documentation requested, Brajrajnagar Municipality may consider the Bid non-responsive and reject it. Requests for clarifications shall be made by email. Responses to requests shall be made by email, except where Brajrajnagar Municipality expressly requests otherwise in the request for clarification.

3.3 Evaluation of Envelope 1: Technical Bid

3.3.1For the purpose of qualifying under envelope 1, the Bidder shall have to demonstrate that it fulfils the technical qualification requirement stipulated under Clause 3.3.2 and the financial qualification requirement stipulated under Clause 3.3.3

3.3.2 Minimum Technical Qualification Requirement

- A. The personnel provided shall be the employees of the service provider and all statutory liabilities will be paid by the service provider such as ESI, PF and Workmen's compensation Act. Etc.
- B. The person deployed by the service provider should be properly trained.
- C. The service provider shall have his own Establishment to provide training.
- D. The service provider at their end should ensure the health and safety measures of the staffs.
- E. The contracting authority if required may also conduct health checkup of the staff deployed.
- F. The service provider shall engage only such workers, whose antecedents and health have been verified including character.
- G. The service provider at all times should indemnify the contracting authority against all claims, damages or compensation under the provision of payment of wages Act.
- H. All liabilities arising out of accident or death of the personnel provided by the service provider while on duty shall be borne by the service provider.
- I. The service provider and its staff shall take proper and reasonable precautions to prevent loss & destruction of public wealth.
- J. The service provider shall maintain the records & register such as details of health check-up, issue of protective equipment's, attendance resister, issue of cleaning materials etc which will be produced by the service provider to concerned in-charge officer/& Executive Officer as when required.
- K. The workers engaged in the ULB should not work in any other offices /institution / organisation and their Aadhar card should be linked in EPF
- L. Aadhar, voter ID, Driving license or Ration Card of each worker shall be provided to the Municipality and all workers shall be provided ID card by the service provider in the specific format to be devised by the Municipality.
- M. The payment for the month will be released only after submission of EPF statement of previous month i.e EPF statement of previous month of all sanitary workers which will be enclosed in the bill for succeeding month.
- N. The work will be continued un-interrupted and weekly off for the sanitary workers will be worked out accordingly so that there will be no disruption. i.e approx 13 % of the workers will have off day on a fixed day of the week (7 days).
- O. Work will be executed in 2 session i.e morning, afternoon/night (sweepingonly) in prominent places as identified by Brajarajnagar Municipality. The timing of work will be intimated by the ULB. If change in timing of the work is required due to any reason the service provider will be intimated at least 7 days before start of the work.
- P. Bidder must have three-year uninterrupted experience undertaking exclusively sanitation work under state Govt./ Central Govt./ PSU organisation for area having **population more than 20,000. Bidder have to submit satisfactory completion certificate from the employer duly mentioning scope of work, period of work undertaken& population covered.**
- Q. Bidder has to submit vehicle details available to undertake the work in prescribed format.

3.3.3 Minimum Financial Qualification Requirement

3.3.3.1The Bidder must demonstrate that it has a **Net Worth of at least Rs.30 Lakhs**(Rupees Ten Lakhs)at the close of the financial year (FY 2023-24).by 31st March 2024&**Average Annual Turnover of Rs.2.00 Crore in last three audited financial year** assigned by Chartered Accountant(Statutory Auditor) with UDIN No.In case of Consortium Total Aggregate Turnover & NetWorth of all

Consortium Members should BeRs.3.00 Crore and Rs.0.50 Crore respectively. Bidder shall submit its Audited Accounts by Statutory Auditor for last three years along with the Bid.

3.3.3.2 The entities that are evaluated for this requirement may be either the Bidding Company or the Individual or the Consortium jointly (Combined Net Worth).

3.3.4 If the Bidder does not meet either or both of the minimum technical and financial qualification requirements described in Clauses 3.3.2 and 3.3.3, then the Bidder shall be disqualified from the Bidding Process, its Bid Security shall be returned as per Clause 2.1.5.

3.3.5 Only those Bidders whose Bids were declared responsive as per Clause 3.3.2, and who meet both the minimum technical and financial qualification requirements as per Clauses 3.3.2 and 3.3.3 shall be evaluated.

3.4 TERMINATION OF CONTRACT

The authority may by a notice in writing, suspend the contract if the selected agency fails to perform any of his obligations including carrying out the services, provided that such notice of suspension shall specify the nature of failure, and shall instruct remedy of such failure within a period not exceeding 07 days after the receipt of such notice.

3.5 MODIFICATIONS

Modifications in terms of reference including scope of the services can only be made by the authority with written consent of both parties. However, basic conditions of the contract shall not be modified.

3.6 SETTLEMENT OF DISPUTE

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be resolved through negotiation. Alternatively, the dispute may be referred to the next higher authority for adjudication whose decision shall be binding on both the parties.

3.7 JURISDICTION OF COURT

Legal proceeding if any shall be subject to the Jharsuguda District Jurisdiction only.

3.8 RIGHT TO ACCEPT AND REJECT ANY PROPOSAL

The Municipal Authority / Institution / Tender Inviting Authority reserve the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason thereof.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, in the LoA or the Contract Agreement, Brajrajnagar Municipality may reject a Bid, withdraw the LoA,

or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contract, as the case may be, if it determines that the Bidder or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, Brajrajnagar Municipality shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to Brajrajnagar Municipality under the Bidding Documents and/or the Contract Agreement or otherwise.

4.2 Without prejudice to the rights of Brajrajnagar Municipality under Clause 4.1.1 hereinabove and the rights and remedies which Brajrajnagar Municipality may have under the LoA or the Contract Agreement, or otherwise, if a Bidder or Operator, as the case may be, is found by Brajrajnagar Municipality to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Contract Agreement, such Bidder or Operator shall not be eligible to participate in any tender or RFP issued by Brajrajnagar Municipality during a period of Fiveyears from the date such Bidder or Operator, as the case may be, is found by Brajrajnagar Municipality to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

"**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Brajrajnagar Municipality who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of Fiveyear from the date such official resigns or retires from or otherwise ceases to be in the service of Brajrajnagar Municipality shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;

- a. "**fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- b. "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- c. "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Brajrajnagar Municipality with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- d. "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 A pre-bid conference of the Bidders shall be convened at the designated date, time and place. Only bidders or duly authorized representatives of the Bidders shall be allowed to participate in the pre-bid conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of the pre-bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of Brajrajnagar Municipality. Brajrajnagar Municipality shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts of Jharsuguda, Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Documents and/or the Bidding Process.
- 6.2 Brajrajnagar Municipality in its sole discretion and without incurring any obligation or liability or assigning any reason, reserves the right, at any time, to:
 - A. suspend, withdraw and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - B. consult with any Bidder in order to receive clarification or further information;
 - C. retain any information and/or evidence submitted to Brajrajnagar Municipality by, on behalf of, and/or in relation to any Bidder;
 - D. independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;
 - E. amend, modify or reissue the Bidding Documents or any part thereof; and/or
 - F. accept or reject any or all of the Bids.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases Brajrajnagar Municipality its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 Any environmental and social impact assessment to be performed by the Bidders shall be done in accordance with both:
 - 6.4.1 applicable social and environmental laws (meaning all applicable statutes, laws, ordinances, rules and regulations of India, including without limitation, all authorization setting standards concerning environmental, social, labor, health and safety or security risks);
- 6.5 The design of mitigation measures following the environmental and social impact assessment shall be carried out in compliance with applicable social and environment laws.
- 6.6 The Successful Bidder shall agree to operate the Project with a documented environmental, health and safety, and social management system.

APPENDIX I- LETTER FOR THE BID

[On the letter head of the Bidder/Lead Member]

Original or copy No:

Dated:

To,

The Executive Officer,
Brajrajnagar Municipality,
Lamtibahal, Brajarajnagar,
Jharsuguda-768216, Odisha.

Sub: Bid for a [Project Name]

Dear Sir,

With reference to your RFP dated[RFP publishing date], I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/We acknowledge that Brajarajnagar Municipality will be relying on the information provided in the Bid and the documents accompanying such Bid to select a Bidder for the aforesaid Project and I/we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/We shall make available to Brajarajnagar Municipality any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of Brajarajnagar Municipality to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach by [us/any of the Members].
6. I/ We certify that we are not barred by the Government of Odisha, any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on [] (Bid Submission Deadline).
7. I/We declare that:

- (a) I/We have examined and have no reservations to the Project Documents, including any addendum issued by Brajrajnagar Municipality;
 - (b) I/We do not have any Conflict of Interest;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with Brajrajnagar Municipality or any other public sector enterprise or any government, Central or State;
 - (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders.
 9. I/We believe that I/we/our Consortium satisfy(s) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
 10. I/We declare that I/we/any Member, am/are not as a member of a/any other Consortium or as an individual applying for the Project.
 11. I/We certify that I/we or any Member have not been convicted by a court of law or blacklisted by a regulatory authority.
 12. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charged by any government agency or convicted by a court of law.
 13. The Statement of Legal Capacity as per format provided at Annex IV in Appendix I of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.
 14. I/We hereby irrevocably waive any right, which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Brajrajnagar Municipality in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 15. I/We agree and undertake to abide by all the terms and conditions of the RFP.
 16. I/We agree and undertake to be jointly and severally liable for all our obligations under the Contract Agreement as per the provisions set out therein

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date:
Place:

(Signature of the authorized signatory)
(Name and designation of the authorized signatory)
(Name and seal of the Bidder/Lead Member of the Consortium)

APPENDIX I -ANNEX I: DETAILS OF BIDDER

[On the letter head of the Bidding Company/Members of Consortium]

Original or copy No:

Dated:

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate, MOA and AOA):
 - (e) GST No:
 - (f) PAN No:
 - (g) CIN:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/communication from the Bidder Company/ Member of Consortium for Brajrajnagar Municipality:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone:
 - (f) E-mail:
 - (g) Fax:
4. Particulars of the authorized signatory of the Bidder Company/ Member of Consortium:
 - (a) Name:
 - (b) Designation:
 - (c) Address:

- (d) Telephone:
 - (e) Fax:
5. In case of a Consortium:
- (a) The information above (1-4) should be provided for all the Members.

A copy of the consortium agreement should be attached to the Bid.

- (b) Information regarding the role of each Member should be provided as per the table below:

S No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

- (c) The following information shall also be provided by the Bidder/for each Member:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/Member of the Consortium been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project (BOT or otherwise)?		
2.	If the answer to 1 is yes, does the bar still subsist?		
3.	Has the Bidder/Member of the Consortium paid liquidated damages of more than% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last years?		

6.A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past.

APPENDIX I – ANNEX II: TECHNICAL CAPACITY OF THE BIDDER

Format for the project information sheet

Item	Particulars of the Project
Name of the Bidder <i>[If the Bidder is a Consortium, name of all the Members of the Consortium]</i>	
<i>[If the Bidder is a Consortium only]</i> Type of Member (i.e. Lead Member or other)	
Category	<ul style="list-style-type: none"> • PSP experience in MSW sector • O&M: waste collection and transportation • Construction and O&M: municipal solid waste processing facility • Construction and O&M: sanitary landfill ☑Decommissioning of MSW disposal site • MCC or MRF facilities experience
Project title	
Project location	
Population of ULB as per 2011 Census	
Name, address and reference contact (name, designation and contact details) of the client for whom the project was developed	
Email id of Designated person of Client	
Contact No of Designated Person	
Date of commencement of the project	
Date of completion/ commissioning	
Role of the Bidder/ Member in the project	
If is in Consortium then whether Lead Member or Minor Member with (%age of Shareholding)	
Short description of the project	
Nature of the services provided	

- (a) If the Bidder is a Consortium, such details should be provided separately for each Member of the Consortium.
- (b) Bidders may choose to showcase more than one project.
- (c) For each project showcased in relation to Clause 3, the following details and supporting documentation should be enclosed:
 - a detailed project information sheet(as per the format above); and
 - a certificate from the client(not below the rank of Executive Engineer/Deputy Secretary for each of the projects showcased. The certificate should at least state the following:
 - scope of work and contract type;
 - capacity in terms of TPD;
 - Sweeping Road Length per day:
 - Removal and transportation of Drain Slit per day
 - date of award and commercial operations date;
 - contract duration:Financial Year: & Period:
 - Current status of the project.
 - Population Covered

Letter of Award from Client/Ongoing Contract Certification from Client/Completion Certificate from Client

APPENDIX I – ANNEX III: FINANCIAL CAPACITY OF THE BIDDER

[On the letter head of the Bidding Company/Members of Consortium]

(In INR)

Bidder type	Member Code	Net Worth	Turnover Financial Year-1	Turnover Financial Year-2	Turnover Financial Year-3
		Financial Year 1 As on 31 March 2024			
Single Legal Entity Bidder/ Lead Member					
Member (if Consortium)					
Total					

Name & address of Bidder's Bankers:

Instructions:

1. The Bidder/Members of the Consortium will attach copies of the balance sheets, financial statements and audited annual reports for 3 Financial Years (2023-24, 2022-23 and 2021-22) preceding the Bid Due Date. The financial statements will:
 - a. reflect the financial situation of the Bidder or Members of the Consortium;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods will be requested or accepted, if no audited results are available for such partial periods).
2. "**Net Worth**" shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
3. Financial Year 1 will be FY 2023- 2024.
4. The Bidder/ all members of the consortium will provide an Auditor's Certificate with UDIN No specifying the respective Net Worth of the Bidder/ members of the consortium and also specifying the methodology adopted for calculating such Net Worth (as per definition above in point 2).

5. If the annual accounts for the latest financial year are not audited, the Bidder will provide the provisional annual accounts for the latest financial year. The provisional annual accounts will be accompanied by an undertaking by the Bidder to the effect that:
 - a. if it is chosen as the Selected Bidder, the Bidder will submit the audited annual accounts for the latest financial year within 2 months of the signing of the Contract Agreement; and
 - b. Such audited annual accounts shall not vary by more than 5% from the provisional accounts submitted by it with its Bid.

6. Member Code will indicate NA for Not Applicable in case of a Single Legal Entity Bidder. For other members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.

APPENDIX I – ANNEX IV: STATEMENT OF LEGAL CAPACITY

(On the letterhead of the Bidder/Lead Member)

To:

Date:

The Executive Officer,
Brajrajnagar Municipality,
Lamtibahal, Brajrajnagar,
Jharsuguda, Odisha

Dear Sir,

We hereby confirm that we/our Members in the Consortium (constitution of which is described in the Bid) satisfy the terms and conditions laid out in the RFP.

We have agreed that [] (insert member's name) will act as the Lead Member of our Consortium*.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

**Please strike out whichever is not applicable.*

APPENDIX II- BID SECURITY

As per OPWD/ mentioned in RFP, for Bid security is mandate.

APPENDIX III- POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on stamp paper of appropriate value)

[I [] (name of the company) incorporated under the laws of India and having its registered office at [] "Company"] do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name), [] son/daughter/wife of [] and presently residing at [], who is presently employed with us and holding the position of [], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for the Project pursuant to the RFP dated [] ("RFP") issued by the Brajrajnagar Municipality and for our selection as Successful

Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to Brajrajnagar Municipality, representing us in all matters before Brajrajnagar Municipality, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with Brajrajnagar Municipality in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract

Agreement with Brajrajnagar Municipality

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully 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.

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF,, THE ABOVE-NAMED PRINCIPAL

HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 202__

For

(Signature)

(Name, Title and Address) Witnesses:

(Notarised)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

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

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX IV- POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on stamp paper of appropriate value)

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bidding Documents and other connected documents in respect of the Project.

Whereas, it is necessary under the RFP for the members of the Consortium to designate the Lead Members with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (Lead Member) and M/s _____ (the respective names and addresses of the registered office¹) do hereby designate M/s.

_____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with or any person in connection with the Project until the Contract Agreement is entered into between the Operator and

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

Dated this the ____ day of _____, 202_

(Executants)

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

¹ In case of partnership firm : name and address of principal office of the partnership firm to be provided

APPENDIX V- CONSORTIUM AGREEMENT

(To be executed on stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this [] day of [] 202__ (the "Agreement")

AMONGST

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

AND

2. [] Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956/2013} and having its registered office at [] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

3. [] Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956 and having its registered office at [] (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}²

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

WHEREAS,

1. The, hereinafter referred to as (".....") has invited Bids by its Request for Proposal No. [] dated [] (the "RFP") for qualifying and selecting bidders for developing a municipal solid waste management project in the city of (the "Project") through a public private partnership;
2. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
3. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Contract agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

²The number of Parties will be shown here, as applicable.

2. Consortium

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

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

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate the Project Company under the Indian Companies Act 1956 as required by and in accordance with the Bidding Documents for performing all its obligations as the Operator in terms of the Contract Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below.

- (a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process;
- (b) {Party of the Second Part shall be [2]; and}
- (c) {Party of the Third Part shall be [2]}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Contract Agreement and for the performance of the Operator’s obligations under the Contract Agreement.

6. Shareholding in the Project Company

- (a) The Parties agree that the proportion of shareholding among the Parties in the Project Company shall be as follows:

First Party:

Second Party:

- (b) Subject to the terms of the Contract Agreement, the Lead Member shall for [2] years hold equity share capital not less than % (fifty one percent) of the subscribed, paid up and voting equity share capital of the Project Company; and
- (c) [2] The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract Agreement.

7. Representation of the Parties

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

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum of association and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, Contract, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Contract Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

9. Miscellaneous

This Contract Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

APPENDIX VI- ANTI-COLLUSION CERTIFICATE

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the Project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its subsequent amendments thereof.

We hereby certify and confirm that in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

Dated thisday of, 202__

.....

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person)

.....

(Name of the Authorised Person)

APPENDIX VII-INITIAL IMPLEMENTATION AND OPERATIONAL PLAN (IIOP)

IIOP should be elaborated in three parts as below:

(A) PIM elaborates basic design adopted by Brajrajnagar Municipality for this tender. Bidder is advised to adhere to the plan/design provided and submit Initial Implementation and Operational Plan (IIOP) in not more than 20 pages covering following items:

- a) Project Understanding
- b) Procurement & Implementation Plan to achieve Commercial Operation Date (COD)
- c) Organization Chart depicting designations and responsibilities for owners, key management, managerial and supervisory staff.
- d) Transition Plan for taking over project from existing operators
- e) Monitoring, Self-Reporting and Client Coordination Plan
- f) IEC Implementation Facilitation Plan

(B) Approach and Methodology/ Plan of Action to deal with following issues/items in not more than 1-2 pages for each item:

S. No.	Items
1.	Adherence to laws such as: a. Municipal Solid Waste (Management & Handling) Rules 2016, and related laws/policies b. Labour laws such as minimum wages, labour compensation, contract employment, health & safety, PF, ESI, Bonus Act etc. Other applicable laws in connection with the Contract work and as enshrined in the Constitution of India.
2.	Procurement and resource deployments plan giving time sheet
3.	Approach and Methodology for <i>street</i> level collection/Bulk Waste Generator waste and transporting to MCC & MRF from Non-residential Area.
4.	Approach and Methodology for street level collection/ bulk waste generator waste and transporting to MCC & MRF from Markets, Hotels, Dhabas, Restaurants, Banquet Hall, Farm House and Commercial Establishments.
5.	Collection and Transportation of Road Sweeping Waste
6.	Approach and Methodology for setting up Secondary Collection Points (Dustbins) and collection and transportation of waste from Secondary Collection Points.
7.	Operations and Maintenance to assess qualitative arrangements for maintenance and safety of all the resources proposed to deploy in the project.
8.	Plan of Action for clearance of solid waste on festivals/ special notified days along with seasonal variations especially monsoon.
9.	Method to address and resolve the complaints received.
10.	Process Flow Chart of all the activities proposed to implement the project.
11.	Identification of Risk elements along with their qualitative & quantitative assessment, evaluation and operational aspects for the mitigation of same.
12.	Adequacy of Manpower Deployment, Organization Chart indicating Organization Structure and clearly defined responsibilities at each level.

Resource Deployment Schedule

S. No.	Activity to be Performed	0 Week Up to COD	1 st Week	2 nd Week	3 rd Week	4 th Week	
1.	Collection and transportation of road/ street sweeping waste						
2.	Collection and transportation of drain silt						
3.	Collection and transportation of Green waste to specified sites						
4.	Providing required number of vehicles (with adequate back-up) with operator/drivers for collection, segregation, collection and transportation of solid waste as specified for each type of waste						
5.	Providing trained manpower with adequate dress & protection gear as specified in MSW, Rules 2016.						
6.	Deployment of Secondary Collection Points						
7.	Bin Washer						
8.	Workshop for maintenance of C&T vehicles, etc.						
9.	Management Information System						
10.	Complaint Addressing System						
11.	HR Systems /policies/manual						
12.	Deployment of Staff/Workers						

Kindly note that selected bidders would be required to submit detailed Initial Implementation & Operational Plan (IIOP) and Repair & Maintenance Plan as per Draft Contract Agreement. IIOP shall be on same lines.

BID FORMATS**Operation & Maintain Sanitation Work for Brajrajnagar Municipality****CHECK LIST**

Please check whether the copy of the following documents have been submitted in the Bid. (Please arrange the documents serially in the following order and numbering of the entire bid document and mention against the particulars in the check list as mentioned below for ease of scrutiny)

Sl. No.	Particulars	Whether submitted (Yes / No)	Page No.
1	EMD (Copy of DD)		
2	Bid document Cost of DD of Rs. 10,000.00		
3	Copy of forwarding letter		
4	Copy of Profile of Agency		
5	Copy of the company/Agency Registration Certificate		
6	Copy of the GST, EPF, ESI Registration Certificate		
7	Copy of Labour License		
8	Copy of PAN		
9	Copy of Annual average turnover statement		
10	Copy of past experience certificate		
11	Copies of work order/ contract certificate from the clients in support of cleaning and sanitation services executed in other ULB		
12	Copy of Power of Attorney		
13	Copy of Affidavit on a stamp paper with relevant value (declaration to execute the works)		
14	Copy of Anti collusion certificate for mate		
15	Copy of price schedule (Bid document in separate envelope)		
16	Any other document agency may like to submit (copy of ownership of vehicle or agreement paper for hired vehicle etc. as required)		

APPENDIX VIII (B)- FORMAT OF TECHNICAL BID

WORK EXPERIENCE

Sl No	Name of Employer	Nature of Work	Period		Population
			From	To	

APPENDIX VIII (C)- FORMAT OF TECHNICAL BID

Vehicle Details

SI No	Type of Vehicle	Registration No	All Required Doc Updated (Y/N)	Remarks

APPENDIX VIII (D)- FORMAT OF FINANCIAL BID

(Financial BID)

PRICE SCHEDULE

Name of the Municipality: Brajrajnagar Municipality, Brajrajnagar.
Zone No- _____

Particulars	Cost per Month (Including of EFP, ESI etc...) Rs in figure and Words	Cost per Annual(Including of EFP, ESI etc...) figure and Words	Remarks
Cost per Month/Annual [The cost per month/annual shall include all operational cost related to sweeping, collection, segregation and transportation of wastes as mentioned as per RFP detailed in Vol-I			

Authorized Signatory [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Agency: _____

Address: _____

(Organization Seal)

APPENDIX IX- FORMAT FOR CLARIFICATIONS / AMENDMENTS IN THE BIDDING DOCUMENTS

No.	Document Name	Clause No.	Existing Provision	Clarification Required*	Suggested Text for Amendment*	Rationale for the Clarification or Amendment

** Select and fill in either column*

This format shall be used in excel for submitting requests for clarifications/amendments on the Bidding Documents according to the provisions of Clause 2.8 of this RFP.

.....

Name:

Date:

Place:

APPENDIX X- DRAFT CONTRACT AGREEMENT (Separately Attached)