



SAMBALPUR MUNICIPAL CORPORATION: SAMBALPUR
Odisha - 768001
Phone No. 0663-2411316 / E Mail : sambalpurm.hud@nic.in



Notice No: 8435 /SMC Date: 23/09/2023

REQUEST FOR PROPOSAL NOTICE

Sealed bid in conformity with the detailed RFP (in two bid system) are invited from experience, financially sound company/trust/society/Ngo/govt. owned entity/ individual/ proprietary firm registered under relevant statute for the work details mentioned below:-

Sl no.	Name of work	Contract period	Cost of bid document in Rs.	EMD in Rs.
01	Door to door collection and transportation of Municipal Solid waste from primary sources in Sambalpur Municipal Corporation area in Zone-1	03 years	Rs.10,000/-	Rs.2,80,000/- (Rupees two lakh eighty thousand only)

The details of the bid & bid document can be down loaded from SMC website www.smcsambalpur.nic.in from **10.00 AM of Dt.24.09.2023** to **5.00 PM of 30.09.2023**. The filled up bid document will be received up to **5.30 PM of Dt.30.09.2023**.

A pre-bid meeting shall be held at **05.00 PM on Dt. 26.09.2023** in the conference hall of SMC for any clarification (if any).

The bid must accompany with the cost of bid document & EMD of required value as specified above in shape of Bank draft/Bankers cheque in favour of Commissioner, Sambalpur Municipal Corporation, failing which the bid shall be out rightly rejected'


The bid (General & Techno commercial) will be opened at **5.30 AM of Dt. 30.09.2023** in presence of the bidder or their authorised representatives only. The opening of Price Bid will be intimated to the bidders qualifying in the General & Techno commercial bid subsequently.


The authority reserves the right to reject any or all bids without assigning any reasons thereof.

Memo No. 8436 / SMC dtd. 23/09/2023
Copy forwarded to the DM & Collector, Sambalpur for favour of kind information.


Commissioner
Sambalpur Municipal Corporation

Memo No. 8437 / SMC dtd. 23/09/2023
Copy forwarded to the MIS, SMC for uploading the Tender call notice in SMC official website and display on notice board and Notice Board.


Commissioner
Sambalpur Municipal Corporation


Commissioner
Sambalpur Municipal Corporation



SAMBALPUR MUNICIPAL CORPORATION

REQUEST FOR PROPOSAL

**SELECTION OF SUITABLE
REGISTERED AGENCY/REGISTERED
FIRM/CONTRACTOR**

FOR

**DOOR TO DOOR COLLECTION AND TRANSPORTATION
OF MUNICIPAL SOLID WASTE FROM HOUSEHOLDS
AND NON-HOUSEHOLDS WITHIN SMC AREA FOR
ZONE-1**

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CHAPTER-I Instruction to the Bidder

A. General

1. Definitions

- A. "Authority" means the Sambalpur Municipal Corporation (SMC), with its office at Durgapali, Sambalpur represented by its Municipal Commissioner or his authorised representative.
- B. "Bidder" means any entity as defined in the RFP that provides the services to the Authority under the contract. The term Service Provider/Agency/Operator, used in the bid document interchangeably would mean the bidder.
- C. "Contract" means the contract signed by the parties along with all attached documents listed in the Bid Document.
- D. "Day" means a calendar day.
- E. "Government" means the Government of Odisha.
- F. "Personnel" means professionals and support staff provided by the bidder and assigned to perform the services in full or in any part thereof.
- G. "CC" means conditions of contract as laid down at chapter 3 of the bid document.
- H. "RPP" means Request for Proposal and is the document which provides bidder all information needed to prepare their proposals.
- I. "Service/Services" means the work performed by the bidder / service provider pursuant to the Contract. Project and service are interchangeably used in this document.
- J. "Service area" means the area defined in clause 3.7 of this RFP.
- K. "Terms of Reference" (ToR) means the document included in the bid document at chapter-2, which explains the objectives, scope of work, activities, tasks to be performed, time line and deliverables of the assignment.

2. Background

Sambalpur is a Municipal Corporation in the state of Orissa, India. It is the headquarters and the largest town of Sambalpur district. Sambalpur Municipal Corporation has been notified, as per the notification of Housing & Urban Development Department by a merger of Sambalpur Municipality, Burla NAC, Hirakud NAC and seven Gram Panchayats (GPs) from Dhanpada block and five Gram Panchayats (GPs) from Maneswar block. The Sambalpur Municipal area of 303 sq. kms includes 33.66 sq. kms of old Sambalpur municipal area, 87.30, sq kms old BurlaNAC area and 49.02 sq kms of Hirakud area and other GPs.

The Sambalpur Municipal Corporation has a population of 3,35,761 Lakhs Census 2011 with 78.803 households and 41 wards, 171 number of slums, having total 782.65 Km length of streets/ roads, 464.2)Km length of drains. It is proposed to undertake door to door collection from households and non-households/ commercial establishments within Sambalpur Municipal Corporation.

It is pertinent to say that SMC has been striving for suitable Solid Waste Management by strengthening waste collection from primary sources. To undertake Collection & Transportation of Municipal Solid waste, SMC intends to engage private operators for door to door collection of waste from households. The private operator(s) will have to deploy minimum 50 or more Vehicles having 500 to 700 kg waste collection capacity trailer of each LCV in order to collect and transport waste from each household and all commercial establishments in the area designated by SMC through own or hired Vehicle and unload it at designated wealth centre of SMC for processing. The waste to be collected from primary sources (Households and Non-households/commercial, institutional areas) in segregated form, i.e. dry waste and wet waste to be collected separately through different bins of twin bin trailer of the LCV. It is envisaged that each Vehicle has to cover minimum 1000 Houses/establishments per day and travel around 40-45 Km per day.

With the objective of providing best sanitary conditions to the citizens, SMC will carry out a transparent competitive bidding process for finalization of operator(s), who shall be responsible for delivering services as specified in the ToR.

3. **Location**

The service shall be performed in the entire Sambalpur Municipal Corporation area including Sambalpur, Burla, and Hirakud.

4. **BID description**

SMC intends to engage agencies through an open competitive bidding process in accordance with the procedure set out herein.

In accordance with the provisions, the Operators are required to be engaged for Door to door collection & transportation of MSW in the corporation area in Zone-1.

1. **Service Period**

The Agency shall be appointed for collection & transportation project for **03 (three) years**. Further extension may be provided by the mutual consent of both the parties, in case the selected agency imparts satisfactory performance in service delivery for efficient and effective door to door waste collection.

2. **Service area**

Zone	Ward no.	Vehicle requirement	Total vehicles requirement
1	1	2	22 (twenty two)
	2	2	
	13	4	
	16	3	
	18	3	
	20	3	
	28	5	

3. **Site visit and Due diligence by Bidder**

a. Intending Bidder is encouraged to gather full information about the assignment the local conditions, applicable law and any other relevant information, before submitting the Bid Document, by paying a visit to SMC area and the Project site.

b. Bidder can meet the Municipal Authorities and Sanitation cell during office hours on any working day prior to submission of the Bid to gather information about the project.

c. the bidder can also visit different wealth centres and get the idea about respective cluster and sector and simultaneously assess the distance the vehicle cover throughout collection of waste and transportation to designated wealth centre.

4. **Availability of Bid Document**

Bid Documents can be downloaded from the official website www.smcsambalpur.ic.in.

5. **Validity of the Bid**

The Bid shall be valid for a period of not less than 180 (one hundred eighty) days from the due date of submission of Bid Documents.

6. **Bid data**

Availability of Bid document	Bid document can be downloaded from the official website www.smcsambalpur.nic.in of SMC
Cost of bid document	Rs.10,000/- which is non refundable
Earnest money deposit	Rs.2,80,000/- (Rupees two lakhs eighty thousand) refundable

	to the unsuccessful bidder
Downloading of bid document	10.00 AM of Dt.24.09.2023 to 5.00 PM of 30.09.2023
Date of pre bid meeting	05.00 PM on Dt. 26.09.2023
Place of pre bid meeting	Conference Hall SMC
Last date of receipt of filled up bid document	5.00 PM of 30.09.2023.
Date and time of opening of technical bid	5.30 AM of Dt. 30.09.2023
Date and time of opening of financial bid	To be intimated later

7. Communication

All communication including the submission of bid document should be addressed to

Address for communication

The Commissioner
Sambalpur Municipal Corporation
Durgapali, Sambalpur, Odisha
Pin-768006
Email :- sambalpurm.hud@nic.in

All communication, including the envelopes, should contain the following information, to be marked at the top in bold letters: **“BID DOCUMENT FOR DOOR TO DOOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE WITHIN SMC FOR ZONE-1”**

8. Eligibility

The bidders are eligible to participate in the bid subject to fulfilment of both technical & financial eligibility criteria as detailed below. The bidder shall submit **credential certificate** from the Authority in support of proof of their eligibility, along with bid.

Sl. No.	Criteria	Documentary Evidence to be Submitted in Technical Bid
1	Name & Address of the Agency (Sole-proprietorship) / Partnership Firm / Company	
2	Registration details:	1.Registration Certificate. 2.PAN Card 3.GST Registration Certificate 4.Bank account & RTGS details.
3	The bidder should have valid labour license, EPF and ESI registration	Valid document to be submitted
4	Experience in provide 10nos. of LCVs	In any of the govt. institution for at least one year in last three years. (with supporting document and experience certificate from respective institute)
5	The Agency (Sole-proprietor / Firm / Company) should have minimum Average annual turnover of Rs. 01 Crore/- for any 3 years within last five years	The Average turnover certificate should be certified by a Chartered Accountant
6	The Agency (Sole-proprietor / Firm / Company) should have minimum annual Net worth certificate of Rs. 44lakh/- for any 3 years within last five years	Net worth certificate should be certified by a Chartered Accountant
7	Local office	Proof or undertaking in bidder letter head for opening branch office within one month of receiving of LOA
8	Income Tax return for the last 3 years	
9	Audited P/L & B/S in support of financial eligibility	

	criteria	
10	Brief write up of the relevant business activities undertaken so far and an overview of the expertise/potential available with the Agency.	To be submitted
11	The Agency (Sole-proprietor / Firm / Company) should not have been blacklisted/banned by the Central/State Governments or PSU.	Self-Certification in shape of affidavit to be furnished with stamp paper.
12	Submission of undertaking for Bid terms & conditions acceptance.	Submission on letter head
13	Earnest Money Deposit(EMD) of Rs.2,80,000/- (rupees two lakh eighty thousand) only in the form of Demand Draft in favor of The Commissioner, Sambalpur Municipal Corporation, Sambalpur	To be submitted with Technical Bid Document.
14	Bid Cost of Rs.10,000 (Rupees Ten thousand) only in the form of Demand Draft in favor of The Commissioner, Sambalpur Municipal Corporation, Sambalpur	To be submitted with Technical Bid Document.
15	Bidders should have minimum 22 nos. of Vehicle ownership or lease basis.	supporting documents for the same to be submitted i. Proof of Ownership ii. Lease/ agreement proof iii. Proof of source for purchase within the time period of one month along with documentary evidence.
16	Implementation plan write up (in not more than 10 pages) a. Deployment plan (equipment, vehicles, accessories, tools & manpower) b. Collection & transportation plan (timing, handling, storage, safety etc)Process management, monitoring and tracking plan	To be submitted in the bidder letter head not more than 10 pages

Technical eligibility criteria

- a) A bidder may be Company/trust/ society/ NGO/government owned entity/individual/ proprietary registered under relevant statute and in operation for at least 3 year.
- b) Bidders should have experience of managing fleet of minimum 10 vehicles for providing safe and destined transportation services.
- c) The bidder should have valid labour license, EPF and ESI registration
- d) The bidder should have a valid PAN and GST registration certificate
- e) Bidders should have minimum **22 nos. of Vehicle** ownership or lease basis and produce supporting documents for the same.

Financial eligibility criteria

- a) The bidder should have minimum average annual turnover of Rupees One crore during any 3 years within last five years. The bidder has to provide audited financial report and auditor's certificate in support of the turnover.
- b) The bidder should not have borne any loss during last financial year and should have annual net worth of Rs. 44lakh/- for any 3 years within last five years. A certificate in support of the same from a chartered accountant has to be submitted by the bidder.

9. **History of Litigation and Criminal Record:**

- a) If any criminal cases are pending against the bidder or member at the time of submitting the bid, then the bid shall be summarily rejected. The bidder shall submit an affidavit in negation of the above.
- b) In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the Authority. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

10. **Other Requirements:**

- a) Even if the bidder qualifies in technical & financial criteria, his bid shall be summarily rejected if the bidder is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.
- b) The bid shall also be summarily rejected if the bidder has been blacklisted /barred by a Authority in the past or has a record of non-performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion or financial failure.
- c) In addition to the above, even while executing the work, if it is found that the service provider produced false / fake certificates in his bid, he will be blacklisted and the contract may be terminated at the discretion of Authority.

11. **List of document to be submitted along with the bid**

- I. Bid cost and Earnest money deposit
- II. Work experience for engaging of minimum 10nos. of LCVs in any govt. institution.
- III. PAN & GST registration certificate copy
- IV. Bidders legal status document
- V. Local office Proof or undertaking in bidder letter head for opening branch office within one month of receiving of LOA
- VI. Labour license, EPF & ESI registration copy
- VII. Audited P/L & B/S in support of financial eligibility criteria
- VIII. Bidder's annual net worth certificate from chartered accountant
- IX. Income Tax return for the last 3 years
- X. Brief organizational structure and profile of the bidder
- XI. Power of attorney
- XII. Bidders detail as per schedule ____
- XIII. Implementation plan write up (in not more than 10 pages) as per schedule ____
 - Deployment plan (equipment, vehicles, accessories, tools & manpower)
 - Collection & transportation plan (timing, handling, storage, safety etc.)Process management, monitoring and tracking plan

12. **Certificates/Documents attestation & verification:**

All Certificates/ Documents submitted should be duly notarized and original shall be produced as and when required to verify the copies of statements and other information furnished along with bid. Failure to produce original documents in time will lead to disqualification.

13. **Cost of Bidding:**

The bidder shall bear all expenses associated with the preparation and submission of bid.

14. **BID DOCUMENTS**

- a) A set of Bid Documents comprising of the **General & Techno-Commercial Bid for Zone-1** and the price Bid together with all addenda/clarification thereto, shall be available in the SMC website www.smcsambalpur.nic.in.

- b) The bidder is expected to examine carefully all instructions, terms of reference, bid conditions forms, appendices to bid, addenda in the bid documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk.
- c) The intending bidders can use the downloaded bid documents provided that the cost of bid document amounting to Rs.10,000/- (Rupees ten Thousand) only has to be furnished with the bid document in shape of Bank Draft drawn in favour of "Commissioner, Sambalpur Municipal Corporation" payable at Sambalpur and submit in a separate cover marked as "COST OF THE BID DOCUMENTS" along with General & Techno Commercial Bid for Zone-1 in Cover-A. The Demand Draft should be made within the last date of down loading of bid document failing which the bid will be liable for rejection.

15. Pre bid meeting and Clarification on Bid:

A pre bid meeting with prospective bidders for clarification of queries will be held in the conference hall of SMC on the date and time specified in the bid data. The Authority shall take decision on the clarifications, if necessary, communicate the same to the bidders through official mail sambalpurm.hud@nic.in & may publish the same in SMC official Website. These decisions and conditions shall be binding on all bidders & the same shall also be a part of the bid document. It is to be noted that any bid not conforming to the bid requirement and the decisions taken as per the pre bid minutes or having any additional condition shall be summarily rejected. The queries must be submitted in the following format:

Section/Page No	Content of RFP requiring clarification	Change/clarification requested	Remarks

16. Amendment of Bid Documents:

- a) At any time prior to the date line for submission of bids, the Authority may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective bidders, modify the bid documents by issuing an Addendum. Such addenda will be binding upon all bidders.
- b) In order to afford prospective bidders reasonable time to take such addenda into account in preparing their bids, the Authority at his discretion, may extend the date line for the submission of bids, if necessary.

17. Preparation of Bid

- a) All documents relating to the Bid shall be in the English language.
- b) General & Techno-Commercial Bid for zone-1 (Cover A of Bid Document)
- c) Price Bid for zone-1 (Cover B of Bid Document)
- d) Both cover A & B in Cover C by mentioning "Door to door waste collection within SMC area in Zone-1"
- e) All documents stipulated at **clause. 8 & 11** and elsewhere in the RFP.
- f) The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the services/ assignments.
- g) The Proposal as well as all related correspondence exchanged by the Authority & the bidder shall be written in English language.

- h) In preparing the proposal, the bidder is expected to examine in detail the documents comprising the bid document. Material deficiencies in providing the information requested may result in rejection of a proposal.

18. The Financial offer:

- a) The services shall be provided as described & elaborated in the terms of reference (ToR). The bidders shall quote their offer on monthly rate per Vehicle including all labour cost & consumables' basis for the services in the prescribed format of the bid document. Price bid in no other format shall be accepted.
- b) The offer shall be inclusive of all costs associated with the assignment including remuneration towards manpower, fees, cost of Petroleum, Oil, & Lubricants (POL), T&P, logistics, hardware, consumables, infrastructure backup etc. The offer shall also be inclusive of all Duties, Levies, Taxes, Cess etc. of the Central and State Govt. excluding service tax.
- c) Further it shall also include all other expenses incidental thereto for successful accomplishment of the services in conformity with the ToR.
- d) The bidders should make realistic assessment of the nature of work and the extent of technical, managerial and resources inputs required to carry out the services included in the ToR, diligently to achieve high quality outputs & deliverables within the stipulated time, and quote their offer accordingly.
- e) The rate quoted by the Bidder shall remain firm till the validity period or extension thereof.

19. Bid Validity:

- a) The bid will remain valid for a period of 180 (One Hundred Eighty) days from the last date of submission of Bid. The Authority will make its best effort to complete the process and issue LOA within this period. However, should a need arise, the Authority may request the bidder to extend the validity period of the proposal.
- b) A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his EMD.
- c) A Bidder who withdraws his bid without a valid reason (to be decided by the authority competent to accept the bid) shall be disqualified for bidding further works under SMC with forfeiture of EMD.

20. Authorisation, Corrections, Erasures etc. in Bid Document:

- a) The bid document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the bid. All pages of the bid where entries or corrections have been made shall be initialled by the person or persons signing the bid.
- b) The completed bid shall be without any alterations, overwriting, inter-relations or erasures except those which accord with instructions given by the Authority or as may be necessary to correct errors made by the bidder and in the later case, any such correction shall be initialled by the person or persons signing the bid.
- c) A bidder is eligible to submit only one bid.

21. Earnest Money Deposit:

- a) The Bidder shall furnish Earnest Money Deposit (EMD) for an amount of Rs.2,80,000/- (two Lakh eighty thousand only), along with the General & Techno-Commercial Bid for Zone-1 in cover A of the bid document. This EMD must be in the form of Demand Draft / Bankers Cheque in favour of "Commissioner, Sambalpur Municipal Corporation" payable at Sambalpur.
- b) The EMD of unsuccessful bidders shall be returned without any interest after the bid is finalized in all respect.
- c) The earnest money deposited by the bidders will not carry any interest and it will be dealt with as provided in the conditions stipulated in the bid.
- d) The EMD shall be forfeited if a successful bidder fails to sign the agreement for whatever reason, or a bidder withdraws the bid during the validity period of bid, or any other reason specified in the bid document.

- e) The EMD shall be forfeited if the bidders fails to provide the service within the given timeline.

22. Signing of Bids:

- a) The bidder/ power of Attorney holder on behalf of the bidder is required to sign in all the pages of bid document. The PoA has to be provided by the competent person(s) of the organisation as per legal requirements.
- b) The bid shall contain no alterations or additions, except those to comply with instructions issued by the Bid Inviting Officer, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialled by the person signing the Bid.
- c) No alteration made by the bidder in the contract form, the conditions of the contract, statements/ formats accompanying the bid shall be recognized and in case of any alterations made by the bidder, the bid will be void.

23. SUBMISSION OF BIDS

I. Sealing and Marking of Bids:

- a) The signed bid documents shall be submitted in sealed covers
- b) The bid documents (i) General & Techno-Commercial Bid for Zone-1 and (ii) Price Bid for Zone-1 shall be submitted in two separate sealed covers marking cover-A and cover-B respectively. The cost of bid document and EMD shall be enclosed along with (i) General & Techno-commercial Bid.
- c) The sealed Cover (cover-A) shall bear the following identification marks
- General and Techno Commercial Bid for Zone-1
 - RFP No. _____
 - Name of the work _____
 - Name and address of the bidder _____
- d) The sealed Cover (cover-B) shall bear the following identification marks
- PRICE Bid for Zone-1
 - RFP No. _____
 - Name of the work _____
 - Name and address of the bidder _____
- e) The sealed Cover A and B shall be super scribed in another cover "C" and shall bear the following information
- General and Techno Commercial Bid for Zone-1
 - PRICE Bid for zone-1
 - RFP No. _____
 - Name of the work _____
 - Name and address of the bidder _____
- f) If the bid is received unsealed or in damaged condition such that contents are lost or damaged, the authority will assume no responsibility for any such the misplacement or premature opening of the bid. Such a bid shall be summarily rejected.

II. Dateline for Submission of Bids:

- a) Bids shall be received in the office of the officer designated by the date & time mentioned in the bid data. The bid may be submitted by Registered Post/ speed post/Courier only to the specified address mentioned above. The risk and responsibility for loss, delay, damage to the seal etc. shall be of the bidder. Bid Documents submitted by fax, telex, telegram or e-mail shall not be entertained.
- b) If the date of submission of bids is declared a holiday the next working day will be treated as the last date for submission of bids.
- c) The Authority may, at his discretion, extend the dateline for submission of bids by issuing an amendment in accordance with Clause 18 (a) above, in which case all rights and obligations of the Authority and of the bidders which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

III. Late Bids:

Any bid received after the time and date fixed for submission of bids as stated in bid data, or as subsequently extended by the Authority, will not be considered for evaluation.

IV. Withdrawal of Bids:

Withdrawal of a bid by a bidder during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid shall result in the forfeiture of the EMD pursuant to relevant Clause.

24. BID EVALUATION

I. Bid opening

- a) The Authority will open the bids (cover C and then cover A containing General & Techno- Commercial Bids) pursuant to Clause 23 (I), in his office at the date & time mentioned in the bid data, in the presence of the bidders or their authorized representatives, who wish to attend.
- b) A bid shall be rejected at this stage if,
 - Sealed cover B containing Price Bid is not enclosed.
 - Price Bid is enclosed along with General & Techno-Commercial Bid in cover A.
 - Cost of bid document is not enclosed with General & Techno Commercial Bid in cover A.
 - EMD as specified is not submitted along with the bid.
 - All other required documents are not provided.
- c) Any such conditions shall be minuted and the cover B shall not be opened. It shall then be kept in the safe custody of the Authority until the bid process is completed.
- d) The cover "B" shall be opened only for those bidders who qualify in the General & Techno-Commercial evaluation. The date of opening of financial bid (cover "B") shall be intimated by E-mail to the qualified bidders.
- e) The Authority shall prepare, for his own record, minutes of the bid opening, including the information disclosed to those present.

II. Clarification on documents submitted by bidders:

To assist in the scrutiny, evaluation and comparison of the bids for zone-1, the Authority may ask bidders, individually for clarification on their bid document. The request for clarification and response shall be in writing or by mail. However, no change in the bid amount/ rate or substance shall be sought, offered or permitted by the Authority during the evaluation of the bid.

III. Determination of Responsiveness:

Prior to the detailed evaluation of bids, Authority will determine whether each bid has been submitted in the proper form and whether it is substantially responsive to the basic requirements of the bid documents. Bids, which have not been submitted in the proper form and not substantially responsive to the requirements of the bid documents, will be rejected.

IV. Restrictions:

- a) From the time the bids are opened to the time the contract is awarded, the bidders should not contact the client on any matter related to its General & Techno-Commercial and/or Financial Proposal.
- b) Any effort by a bidder to influence the Authority in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract may result in the rejection of the bidder's proposal.
- c) Evaluators of General & Techno-Commercial Proposals shall have no access to the Financial Proposals until the General & Techno-Commercial evaluation is concluded.

V. Evaluation of General & Techno-Commercial Bid for zone-1:

The General & Technical Proposal shall be evaluated on the basis of minimum eligibility criteria in clause 7 & other conditions of bid document.

Bidders meeting the eligibility criteria as per clause 7 and other conditions shall be eligible or opening of the financial bid.

Financial bid of the selected preferred bidders as above will be opened & evaluated.

VI. Evaluation of Financial bid for zone-1:

A. Financial Bid

- a) The financial bid should be filled in the prescribed form given in Proposal-1 (Financial bid).
- b) Financial bid shall cover monthly rate per vehicle which is subject to the terms and conditions prescribed in this bid document. The bid amount shall include the cost of hiring and running of the vehicle and provisioning of prescribed manpower, tracking system and proper monitoring. The quoted price includes running of vehicle for an average distance of 40-45 kms and coverage of 1000 (approx.) household/non-household within the assigned area.
- c) Coverage of distance more than 45 kms subject to the assigned area and proper verification through both GPS tracking and manual monitoring system will be compensated by the cost of fuel @ 1 ltr diesel/petrol for 10 km of coverage.
- d) The financial bid amount should be within a maximum bid value of Rs.58,135/- (rupees fifty eight thousand one hundred thirty five only) excluding GST and all taxes per vehicle per month. The maximum bid value is Rs.68,600/- after including GST 18%. Bid value beyond Rs.58,135/- (excluding GST) that shall be summarily rejected.
- e) Any stationary dues from time to time will be paid by this office.

B. Evaluation

- a) After the Technical evaluation is completed, the Authority shall inform in writing to the selected preferred bidders, the date, time and location for opening the Financial Proposals (Price Bids). The Financial Proposals of unqualified bidders will be returned unopened after completion of the selection process.
- b) Financial bids shall be opened in presence of the bidder/ their authorized representatives on scheduled date & time. The authorized representative should bring their authorization letter while attending opening of price bid. The bidder with the lowest price per Vehicle shall be invited for discussion and negotiation.
- c) The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount or between words and figures the amount in words will prevail.
- d) If the evaluation committee feels the rate quoted by the bidders are unusually high or unusually low, it will be sufficient cause for rejection of the bid unless the committee is convinced about the reasonableness of the rates quoted on scrutiny of the analysis for such rate to be furnished by the bidder on demand. This decision will be taken to edge out unscrupulous participants.

25. AWARD OF CONTRACT

I. Authority's Right to accept and to reject any or all Proposals

- a) The evaluation committee does not bind itself to accept the lowest bid.
- b) Right to Accept or Reject any or all Bids:

Notwithstanding any of the provisions above, the Authority reserves the right to accept or reject any bid, annul the bidding process, and reject all bids at any time, at any stage prior to the award of contract without assigning any reasons thereof.

II. Award Criteria:

- a) The Authority may call the lowest bidder per each Vehicle for negotiation. After completing negotiation, the client shall award the contract to the successful bidder/ bidders, However SMC will decide no. of Vehicles & area to be served in SMC based on capacity of bidder. Contract value depends upon capacity of bidders to undertake the job & deployment of no. of Vehicles. If after negotiation if any serviceable area of

SMC will be left out then it will be assigned to next lowest ranked bidder, however at the same price as quoted by lowest bidder.

- b) The bidder is expected to commence the assignment within 30 days of signing of agreement.

III. Notification of Award:

Prior to the expiration of the Bid validity period, Authority will notify the successful bidder by letter in mail or in some other written form, that his bid has been accepted. This letter, here in after called "Letter of Acceptance (LoA)". will constitute notification of the intention of the Authority to enter into contract with the bidder for the services under this contract, the bid rates which apply to this contract and the performance security amount to be deposited by the successful bidder.

IV. Performance Security against the service

- a) Within 15 (Fifteen) days of the receipt of LOA from Authority the successful Bidder shall furnish the Performance Security for an amount equal to **10% of the annual contract**
- b) value, in the shape of Bank draft/ Bank Guarantee, in favour of Municipal Commissioner, Sambalpur Municipal Corporation, Sambalpur. The BG shall be as per Performance Security Format. The Performance security BG shall be valid till 3 months beyond the contract completion date.
- c) In the event of request from the successful bidder the Earnest Money Deposit can be adjusted towards the performance security and the rest amount is to be paid in shape of bank draft/bank guarantee in favour of Commissioner, Sambalpur Municipal Corporation within the stipulated period.
- d) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the stipulated time shall constitute sufficient grounds for the annulment of the award/ LoA, rejection of the bid and forfeiture of the EMD. In such an event the bidder will have no claim on the Authority and Authority has the option of considering the next lowest qualified Bidder for negotiation & award.

V. Signing of Agreement:

On receipt of the LoA, the successful bidder shall sign the agreement with the Authority within 07 (seven) days from the date of issue of LoA. This RFP will form a part of the agreement.

VI. Provision of vehicles by bidder:

The bidder shall provide the required vehicles (as mentioned in the LOA) the period of the contract period. At the end of 3 years, the contract may be extended for further period at the sole discretion of SMC subject to satisfactory performance, requirement of the office & mutual consent of both the parties. The maintenance and upkeep of the vehicles shall be the responsibility of the operator.

Specification of Vehicles

- a) The vehicle shall be well manoeuvrable, diesel/petrol fuel, equipped with hopper (auto tipper) of capacity covering 500 to 700 kg, For example, Tata Ace, Mahindra, Ashok Lay land or any other similar vehicle.
- b) The vehicles should be branded LCV like TATA, Mahindra, Ashok Lay land etc.
- c) Engine type should be BS-IV (within three years old vehicle)/ BS-VI/BS-VI 2.0 minimum two cylinder minimum 800cc with 7.5hp@3600rpm & wheel base of 2100MM.
- d) The vehicle shall have twin bin closed container with lead cover.
- e) Painting Inside and outside of the vehicle will be painted with enamel paint.
- f) The Vehicles shall meet with speed governor as per the existing RTO regulation.
- g) The trollies of vehicles should be portioned in 60:40 ratio (60percent for Dry waste and 40% for wet waste).
- h) Before providing service the vehicles should be proper branding, GPS enabled and sound system with pen drive.

Specification of vehicle

Type of TIPPER	Garbage Tipper
Category of Vehicle for which Chassis to be	Light Capacity Commercial Vehicles
Type of Fuel	Diesel/petrol

Vehicle Emission Compliance	BS-IV(within three years old vehicle)/ BS-VI/BS-VI 2.0
Max Engine Power BHP (BHP @rpm)	minimum 20 HP
Max Engine Torque (N-M@ rpm)	minimum 45
No of Cylinder in Main Engine (Nos.)	minimum 2
Speed Governors/ECU	Yes
Tipping Angle (Degree)	45
Tipper Container capacity/Volume(cubic meters)	>2.5
Tipper container partition	Along the width partition 60% for dry waste and 40% for wet waste.
Seating capacity	Minimum two (01 for driver and one for loader)
Container paint / Branding	For wet waste Green and for dry waste blue with branding as per SMC guideline along with route chart as desired by SMC
Hydraulic System	Yes
Tipper Container Material	Mild Steel
Paint	PU Paint and the inner portion of the two chambers of LCV should be painted with antirust paint.
Sound System	One stereo and loud speaker with Bluetooth, Microphone and USB support.
GPS	GPS enabled tracking system to be installed along with software and display system at control room.
Fire extinguisher	Each vehicle should be with fire extinguisher installed in functional stage.

Image of vehicles

The image showing below is only for reference to the bidder, SMC has no intension for advertisement of any brand.



CHAPTER-II
TERMS OF REFERENCE

I. Scope of Work

The objective of this contract is to ensure an efficient and effective door to door collection within the service area to achieve the service outputs and standards as specified in the ToR.

The scope shall comprise of, but not limited to, the following broad components within the service area for existing customers as well as future customers as a result of new development & growth.

1. Deployment of resources as per field requirements
2. MSW Collection and transportation of solid waste in segregated manner (Biodegradable and non-biodegradable separately)
3. Ancillary activities and reporting for
 - a. Grievance registration and redressal
 - b. Implementation of tracking & monitoring mechanism
4. All such deployment and activities for completeness of the service delivery and achieving the service standards

The total scope of work is divided into following four Parts.

Part A - Resource Deployment as per field requirements

The scope of work under this item shall include

- The Operator shall properly maintain the vehicles and other infrastructure including stocking adequate inventory & spares and shall replace immediately based on requirement for continuance of hassle free service in the most efficient manner.
- The Operator shall obtain adequate insurance for the vehicles.
- The Operator shall be responsible for any damage to vehicles etc. during the period of contract and shall repair/ replace immediately during the period of Contract.
- The operator shall during the contract period, deploy one driver, one helper cum loaders per each vehicle, one manager and one assistant with the knowledge of Computer for proper management and redressal of grievances.. The helper cum loaders will move with the vehicle in the designated area for door to door collection of waste from the households as well as business/commercial establishments. They shall also collect the garbage swept, collected and dumped by the sanitation staff of the Corporation whenever enroute in the designated area and move to the dumping yard for unloading the waste so collected.
- The operator shall engage one Manager and one assistant as mentioned above for monitoring the activity of the vehicle movement. They shall act as rapid action force to resolve any difficulty arises at field and the action taken has to be immediately intimated to the concerned Sanitation expert / nodal officer/ designated representative of SMC. He shall coordinate with the official all the matter related to door to door waste collection and other works assigned by SMC.
- SMC may engage the operator's vehicle for awareness drive, IEC activities and as when desired by Authority.
- It is operators responsibility to cover all the household / non-households within their assigned route.
- Segregation practices should be demonstrated by supervisor, driver and loader/helper of the vehicle to bring behavioural changes of citizen for segregation of waste.
- Public address system to be used as per the contracts to be instructed by the SMC.
- Jingle recording for IEC on Swachhata shall be responsibility of service provider. The expenditure in this regard shall be borne by the service provider as well.
- No municipal worker will be made available for waste collection, loading and unloading, driving or for any other purpose.
- Uniform for the workers should be inscribed with the logo of SMC. Operator may also inscribe his company name along with SMC. The design should be approved in consultation with Authority. Workers shall wear clean uniforms during all periods of operations.

- Ensuring deployed staff in pre-scribed uniform and Identity Card with photo during working hours. The driver appointed/engaged by the Operator shall have a valid driving licence as desired for the specific vehicle.
- The Operator shall employ skilled, disciplined and sincere drivers, cleaners, helpers and mechanics in sufficient numbers for carrying out loading, unloading and transportation operations at the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract for timely fulfilling of the Operator's obligations under the Contract and to the satisfaction of Authority. The number of drivers, cleaners and helpers to be deployed for transportation operations will be at the discretion of the Operator. However, the Operator must comply with Labour Laws and must provide the adequate staff for weekly off, leave etc.
- Any lack of workforce shall be considered as operator's deficiency. The operator shall ensure sufficient staff for different operation under this contract. No additional payment will be made, if the increase in the work force and equipment are needed at a later stage to meet the requirement of work. The Operator may, at his own cost and responsibility, increase workforce and equipment in order to meet the requirement of work.
- The Operator shall comply with all the provisions of the laws regarding deployment of labor under the contract. It shall be the liability and responsibility of the Operator to implement the Provisions of Acts; the Abolition of Contract Labour Act, The Minimum Wages Act, the Workmen's Compensation Act and Provident Fund Act. No use of child labor should be ensured for door to door waste collection.
- All the times during continuance of the Contract, the Operator shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The Operator shall keep the SMC indemnified in case any action is taken against the SMC by any one on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- Health check up of drivers and loaders should be conducted at regular interval which should be intimated to this office.
- The Operator shall be responsible for health safety measures of his workers.
- The Authority reserves the right to increase or decrease the nos. of vehicles as per the requirement of this office.

Part B - MSW collection and Transportation

The scope of work under this item shall include

- Door to Door collection of municipal solid waste from all residential areas, all commercial/office areas, apartment complexes, institutional areas etc. (both households and non households) in the service area, through Vehicles.
- The area of coverage by each Vehicle by an operator will be on household basis, the details of the household to be covered will be given by SMC. A Vehicle shall cover a minimum of 1000 houses/ establishments per day and each vehicle should collect 1350kg waste in segregated manner per day.
- Collection of waste from kalyan mandaps, temples, mosques, churches, ceremonial halls, community centres, fare, Expo, public gatherings having holding capacity of population not more than 200 etc. shall be responsibility of the service provider by making additional arrangements, if as and when necessary or instructed by SMC or collection of SWM user fees by SMC in this regard subject to waste collection and transportation from non-bulk waste generators only. It is pertinent to say that one that generates more than 100 kg of waste per day for more than 15 days a month is consider as bulk waste generators.
- The waste collected is to be transported to the nearest wealth centres using Vehicles, as per the accessibility of the location and available width of the road. The collection point will be from household to household and will be transported to the nearest designated wealth centre. It is envisaged a Vehicle shall be required to travel about 40-45 kms per day.

- Door to Door collection of MSW is to be carried out on daily basis at pre-informed time & schedule by SMC in consultation with community by utilizing bell or musical alert/jingle as per the recommendation of Solid Waste Management Rule-2016, guideline of SBM 2.0, GFC etc. and other instructions.
- Daily door to Door collection of MSW from residential areas will be carried out generally in first shift, but it can be spread in two shifts, if required.
- Daily door to door collection of MSW will be carried out as per the route decided by SMC.
- The services of door to door collection and transportation of waste shall be provided on all 365 days in a year irrespective of any National Holidays or local holiday, Festivals and Sundays. In case any difficulty associated with manpower and vehicle supply to any of the route then it should be dealt with by the service provider without suspending door to door waste collection. Any disruption in service has to be immediately addressed by providing alternate vehicle and manpower.
- The Operator shall ensure that the vehicle is properly covered during transportation of waste so that there is no spillage of waste during transportation. The lids should be closed during movement.
- The Operator will take precautions to avoid inconvenience, damage, destruction or disturbance to any third party's right and properties.
- The operator or the manpower attached to the vehicle shall not demand any fee in any form from citizen.
(List of service areas shall be decided mutually between SMC and operator at the time of contract negotiation.)

PART C- Ancillary Activities

The scope of work under this item shall include

- Tracking and monitoring of Solid Waste collection and transportation system. This will include a mobile phone communication system and Vehicle Tracking and Monitoring (VTM) System (using real time GPS (Global Positioning System) / GSM (Global System for Mobile Communication) / any other advanced technology) fitted \in each tracking of the vehicle movement online.
- The Vehicle Tracking and Monitoring (VTM) System to be installed in each of the vehicle shall be provided by Agency at its cost.
- The Operator shall ensure that the tracking system is operational at all times. The reports shall be duly verified by the Authority in accordance with this Contract. The report should be submitted to SMC on daily basis.
- The tracking and monitoring system would be accessible from the Authority's control room for day to day monitoring of work. The user id & password should be shared with SMC.
- The SMC shall establish a "Complaint Redressal Centre" to address customer complaints in line with established standard protocol. The service provider shall engage its manpower as coordinator to redress grievances in time bound manner.
- The SMC shall ensure adequate number of telephones lines with voice recording facility for receiving customer calls/complaints, The SMC shall make arrangements to forward the same complaints to operator for action on same within the service area in timely manner. This may be received through variable modalities like petition, mail, messages, social media, grievance cell or from any of the higher quarters.
- Mobile communication system between the "Complaint Redressal Centre" and the supervisory field staff of the operator.
- All complaints related to the door to door collection would need to be addressed within 24 hours of operator receiving the complaint failing which the Authority will have the right to demand an explanation or resolution of the complaint to their satisfaction.
- A "complaint redressal log book" should be maintained by the Operator containing the relevant information including the action and time taken for compliant redressal.
- Format of the complaint redressal log book would be finalised in consultation with the Authority.

- The Operator would be required to submit a monthly complaint and redressal record to the Authority with a summary of complaints including: Categorization of type of complaints
 - Number of complaints during the previous month
 - Percentage of complaints addressed in 2 hours of receiving grievances from any quarters
 - Percentage of complaints not addressed in 24 hours and reasons therefore Major unresolved complaints if any
- Undertake community interaction and consultations at regular intervals along with SMC officials.
- Penalty shall be imposed based on the provision on service delivery performance criteria in case the service provider doesn't give compliance after resolving grievances.

II. Service delivery compliance

- Ensure safe transportation and unloading of the collected Solid Waste to the wealth centre tagged.
- The Operator should ensure adequate safety for all manpower deployed and provide required safety gears.
- The man power deployed by the service provider shall have to wear uniform/ apron during working hours bearing the logo of SMC which have to be approved by the Authority
- All vehicles shall have permanent name plates indicating the Authority's name and helpline number for complaint redressal system.
- All vehicles should comply with the fuel emission norms as per the applicable Laws.
- The drivers of the transportation vehicle shall carry the driving license/ registration certificate and all other required documents of the vehicle as per requirements of RTO and applicable Laws
- Washing/cleaning, and disinfection of the transportation vehicles must be carried out on a daily basis as per the schedule, which would be available to the Authority for inspection and Verification
- The service provider shall go for providing information of vehicles movement, manpower engaged & route chart through wall painting, banner conspicuous places of the respective area. The cost in this regard shall be borne by the service provider.
- Public feedback through prescribed format provided by SMC to be collected from citizens availing services of door to door waste collection. This register has to be submitted to SMC at the end of every month along with the bill. The feedback will be collected by vehicle loader or driver. Feedback to be collected from atleast 10% of household/ non-household at the respective route.

Format for citizen feedback

Vehicle regd. No. _____

Date	Sl no	Name of location/stoppage	Name of citizen	Contact no. of citizen	Feedback	signature	Remarks

III. Service delivery schedule

A tentative time schedule /work schedule in indicated below:-

Activities	Time schedule
Door to door collection of Solid waste from various houses/establishment	6.00am to 11.00am and 6.00pm to 9.00pm.

The Operator shall ensure the presence of his personnel every day at specified time.

- The operator should ensure same timing as far as possible. However the timing can be modified with prior approval of SMC Authorities and adequate communication to the affected population/ citizen.

- The operators shall ensure operations on all 365 days in a year. So that he has to keep at least 05% reserve vehicles.
- SMC reserves the right to change the timing of service delivery and route.

IV. Service delivery performance criteria

The operator has to achieve the following performance levels

Parameter description	Minimum Achievement target	Actual monthly achievement	Non-compliance of penalty
Door to door collection	Daily service	All days of the Month	Rs.3000/- per vehicle per day.
Compliant redressal	within 2 hours	All days of the Month	Rs.1000/- of monthly bill for every shortfall for each lapses
GPS system run all days	Minimum 40-45kmper day per vehicle	All days of the month	Proportionate deduction of the respective day per vehicle for non-functioning of GPS system for each vehicle

- Each vehicle has to cover at least 1000 households /non-households on the designated route for door to door waste collection and should collect at least 1350Kg segregated waste per day. In case the vehicle covers 1000 households/ non-households but could not bring minimum 1350kg of segregated waste, then the service provider has to place proof of covering minimum 1000 number of households/ non households to get exemption from penalty.
- Further, even if the service provider submit the proof of covering minimum 1000 number of households/ non households, but brings even less than 675 kg of waste in a day than proportionate amount of the said day bill will be deducted for that vehicle.
- Authority can conduct service delivery assessment and customer satisfaction sample survey within the survey within the service area at regular interval to assess the performance.
- In case the GPS tracking is non-functional due to any technical glitches, the service provider has to restore the function of GPS within 72hrs subject to get it approved by the technical committee headed by the Nodal Officer/ Dy. Commissioner to get exemption from penalty.
- In case the GPS tracking is non-functional for more than 72hrs, the matter will be escalated to the committee headed by the Commissioner and the decision of the committee shall be binding on the service provider.
- The monitoring mechanism shall be such so as to ensure performance by the operator.
 - Door to door collection from each houses/ establishments
 - Certification by a committee from the existing houses / establishment for each lane.

V. Payment Schedule

The private operator will submit monthly bill at the first week of subsequent month along with following documents. After details scrutiny of bills and other deliverable as mentioned below, payment will be made within 15days of submission of bill. Without the following document bill shall not be entertained by SMC.

1. Vehicle wise GPS report
2. Attendance sheet generated from Wealth centre with details of quantum of waste collected from each day signed by wealth centre in-charge and concerned Sanitation expert.
3. Proof of covering 1000 households in order to regulate the penalty cluse as prescribed above as Sl. No. IV of chapter II.

If the service provider fails to submit proof of covering 1000 households and brings less than 1350 kg segregated waste then proportionate amount of penalty will be charged for the less collection up to 675 kg and double the rate of penalty will be charged for the shortfall beyond 675 kg.

Note-

- Proof of covering of household / non household should be in shape of authenticated signature of any member of the household. In case the household is absent signature of the nearby household and/or geo tagging photographs should be submitted.
 - SMC reserves the right to introduce any technical measures as per availability and the service provider should extend cooperation in this regard.
4. 80% positive feedback from Households/non households served. Feedback register report to be submitted in the prescribed format.

CHAPTER-III

CONDITION OF THE CONTRACT

I. Law Governing the Contract and the Jurisdiction of the Contract:

The contract, its meaning and interpretation and the relation between the parties shall be governed by the applicable law and it shall be subjected to the jurisdiction of the courts, Sambalpur.

II. Headings

The headings shall not limit, alter or affect the meaning of this contract.

III. Effectiveness of Contract:

This contract shall come into force and effect on the date of execution of Contract i.e., signing of agreement and the date of commencement of operation shall be referred as Effective Date.

IV. Commencement of Services:

The Operator shall begin carrying out the services, within 15 days of received of LOA.

V. Service responsiveness

Subsequent to signing of the contract the Operator in consultation with the Authority shall prepare and agree upon the following documents

- Service delivery time schedule in detail (area wise and component wise)
- Resource deployment schedule
- Complaint redressal procedure, response time, escalations and compliance reporting (category wise)
- Monitoring mechanism including contact points, communication, instructions, response time and reporting
- Performance evaluation mechanism and reporting template

VI. Service Period

The Operator shall be appointed for Collection & Transportation of Solid Waste in SMC, for period of 03 (three) years from the effective date. The service shall be provided for all the seven days of a week.

The contract period of the operator may be further extended by SMC at its discretion based on the satisfactory performance. The extension shall be granted to operator only after mutual agreement between SMC and Operator.

From second year onwards, an escalation of 5% of the approved rate per Vehicle per month shall be provided to operator for each subsequent year while retaining all other terms and conditions of this agreement remain unchanged.

Year	Approved rate per vehicle per month (Rs.)
1 st year	X
2 nd year	105% of X = Y
3 rd year	105% of Y = Z

The deduction/penalty will be imposed on monthly bill as applicable.

Service Area

The service area shall be the geographical boundary of the zone-1 consisting of current wards of SMC which will be decided by Authority during the contract negotiation considering each Vehicle has to cover minimum 1000 Hoses/ Establishments per day and travel about 40-45 Km per day. Each vehicle should collect minimum 6.75qtl waste each day.

The geographical boundary of the service area shall not change even if the ward boundary changes in future for whatsoever reason. Reorientation or redefine of the service area can only be done by mutual agreement of both parties of contract.

Any new development or growth within the service area are also eligible get the service and shall be within the scope of the contract.

Authority reserves the right to change the vehicles within the wards/zones as and when required as per the suitability. If required the vehicles can also be used beyond the zone as per the requirement and suitability.

Zone	Ward no.	Vehicle requirement	Total vehicles requirement
1	1	2	22 (twenty two)
	2	2	
	13	4	
	16	3	
	18	3	
	20	3	
	28	5	

Modification

Modification of the terms and conditions of this Contract including any modification of the of the services may only be made by supplementary written agreement between the parties within the parameter of law.

Accessibility to Authority

The Authority shall have access to all the records, instruments, control system, monitoring & tracking system set up by the Operator in respect of the service under reference in this contract.

Client Coordination

The Authority shall appoint a nodal officer or representative to oversee the assignment, certify bills, GPS report, Quantum of waste report coordinate with the Operator and to address issues associated with the service assignment.

Mobilisation Advance

No mobilisation advance is payable to the Operator.

Sufficiency of Deployment

- A. The Operator shall ensure adequate deployment of equipment, vehicle, accessories, tools & tackles, manpower, monitoring system and grievance redressal mechanism for properly, timely and efficient delivery of service. The Operator should ensure quality and timely deployment of resource.
- B. The entire deployment plan shall have to be presented, discussed and agreed upon by the Authority. This process in no case freezes the deployment, quantitatively or qualitatively. Additional reinforcement in deployment should be taken up if required for successful delivery of service.
- C. Modification to the deployment plan can be taken up in consultation with and approval of Authority, as per field requirement to enhance the service efficiency.

Authority's Support

SMC shall extend all its possible support specified hereunder for ensuring successful service delivery

- o Provide all information available with Authority pertaining to the assignment
- o Official support for coordination/communication with other line departments and service providers

Subletting

Subletting of work in part or full is not permitted without prior written approval of the Authority.

Deficiency in Service

Since SWM service is essential in nature and needs immediate attention, the Authority can intervene at any point of time in the greater public interest. In case the Authority observes deficiency in service as listed in ToR and/or non-compliance to Authority instructions, the Authority reserves the right to

1. Intervene in the matter to remedy the deficiency at the cost of the Operator to be recovered from his monthly bill or other dues
2. Take up required services departmentally or through third party at the cost of the Operator to be recovered from his running bill or other dues.
3. Supplement equipment and manpower at the cost of the Operator to be recovered from his running bill or other dues.
4. Redress any complaint consequent to failure of redressal by the Operator, at the cost of the Operator to be recovered from his running bill or other dues.
5. Terminate the contract as per the provision of the contract

Failure of the Operator to act upon the instruction of SMC within an agreed/justified time frame shall also result in deficiency of service. In no case the instructions shall be beyond the scope of the Contract or applicable rules.

Communication in form of e-mail instruction note or telephonic/mobile (in case of emergency) shall be deemed to be adequate, just and sufficient in such cases. In the event of intervention by the Authority, the same shall be properly communicated to the Operator.

Penalty

Upon occurrence of a material breach of O&M requirements, Authority shall, without prejudice to and notwithstanding any other consequences, be entitled to levy a penalty and shall have the powers to terminate the contract or down size the vehicle hired.

In case the Operator under achieves the targets specified in the performance criteria detailed at chapter 2, the Authority shall Impose penalty as specified in the performance criteria table, to be recovered from each monthly bill.

The Authority or his authorized representative shall record service shortfalls on a daily basis and communicate the same to the Operator. The consolidated monthly achievement computed and reported by the nodal officer shall be taken into consideration for evaluating the performance.

Penalty can be waived in part or full under situation of adverse conditions causing hindrance for service delivery, to be properly justified by the service provider to the best satisfaction of the Authority. In such an event the nodal officer shall place his report to the Municipal Commissioner for his decision. The quantum of waiver shall be at the sole discretion of the Municipal commissioner.

In case of disagreement by the Operator on the penalty quantum, he will be provided an opportunity to place his representation with the Municipal Commissioner, SMC, whose decision shall be final and binding on the Operator/service provider.

Termination of Contract

By the Authority:

The Authority may give not less than thirty (30) days prior written notice of termination to the Operator (except in the events listed in Para (f) below, for which there shall be a written notice of not less than sixty (60) days). Such notice can be given after the occurrence of any of the events specified in paragraph (a) to (e) below to terminate this contract.

- a) If the Operator under achieves any item of performance criteria specified at chapter 2 by less than 40% of the target for any vehicle, for a consecutive period of 2 months.
- b) If the Operator fails to remedy a failure in the performance of their obligations within the time specified by the client or within such further period as the client may have subsequently approved in writing, for at least three times during a year, and a show cause notice has been issued to him to this effect.
- c) If the Operator becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debt or soar go into liquidation or receivership whether compulsory or voluntary:
- d) If the Operator submits to the Authority a false statement which has a material effect on the rights, obligations or interests of the Authority and which the Operator knowingly raised.
- e) If, as a result of Force Majeure, the Operator is unable to perform a material portion of the services for a period of not less than sixty (60) days or;

- f) If the Authority, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

By the Operator:

The Operator may, by giving not less than three months written prior notice to the Authority, Such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) hereunder, terminate this contract.

- a) If the Authority fails to make any payment for consecutive three certified bills.
b) It, as a result of Force Majeure, the Operator is unable to perform a material portion of the services for a period of not less than sixty (60) days.

Forfeiture of Performance Security

The performance security may be forfeited, if the bidder does not start operations as per provisions of ToR within stipulated 45 days from the effective date or any such date allowed by the Authority. If during the term of this contract the Operator is in default of the due and faithful performance of his obligations under this contract, the Authority shall, without prejudice to its other rights and remedies herein or as per the Applicable Law, be entitled to call in, retain and appropriate the performance Security.

Refund of Performance Security

The Performance Security will be returned to the Operator after audit clearance from local fund audit. The Performance Security shall not bear any interest for deposit.

Contract Price

The Contract Price shall cover all expenditure incurred for infrastructure set up, operation and maintenance for successful delivery of service as per provisions of the contract. This inter alia includes procurement and deployment of staff, establishment, maintenance and repairs, spares and consumables, fuel & lubricants, setting up of office, control room, monitoring & tracking instruments, compliant redress, labour insurance, EPF, ESI and any other expenses required for efficient, effective and successful delivery of service. The Contract Price shall also include all duties, GST, taxes, cess, and royalties that may be levied in accordance to the laws and regulation from time to time in-force. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.

Deductions

Taxes, duties & cess

All taxes, duties and cess required to be deducted at source as per applicable law at the time of payment shall be done by the Authority. The Operator shall provide documentary evidence of payment of all statutory taxes applicable as and when required by the Authority.

Payment

The Operator shall submit monthly bill, at the specified annual contracted rate, by 7th of next month, to the Authority after which the Authority shall scrutinize and certify the same for payment. The payment process shall include the following:-

1. All bills generated by the Operator has to be signed by the LoA holder
2. The nodal officer shall certify regarding correctness and authenticity in the bill
3. The nodal officer or representative of the Commissioner shall enclose a list of deficiency in service and compute the penalty to be imposed if any.
4. Recovery of penalty imposed by the nodal officer\based on the performance criteria shall be from monthly bill

The private operator will submit monthly bill along with following documents. Without this the bills are not entertained by this office.

1. Vehicle wise GPS report
2. Feedback report from public
3. Attendance sheet generated from Wealth centre with details of quantum of waste collected from each day signed by wealth centre in-charge and concerned Sanitation expert/Nodal officer/in-charge/ as instruction by this office.
4. The net payment after all recovery, deduction and withheld amount, shall be transferred to the Operator, through ECS to the bank account details provided by the Operator, within 15 days of receipt of bill in proper format along with required documents.
5. Any other recovery or withheld recommended by the nodal officer
6. TDS as applicable by statute

7. In case there is delay in processing the bill due to unavoidable circumstances, then the Authority shall release adhoc payment up to 70% of the bill amount for hassle free service delivery in uninterrupted manner.

Additional payment on variation

In Case the operator has to cover additional Houses/establishments (more than 1000houses or beyond 1350kg) additional payment shall be released as per proportionate approved rate taking household or 1350kg as base hire whichever is minimum.

Operation of the Contract:

The parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

The parties recognize that it is impossible in this contract to provide for every contingency which may arise during the life of the contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them and without detriment to the interest of either party. In absence of clarity in provisions of the contract, the applicable law and/or rules shall govern.

Settlement of Disputes;

Amicable settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof. The dispute shall be referred to a committee for redressal consisting of Operator's chief executive, Municipal Commissioner, SMC and a representative of H&UD department, Govt. of Odisha. The decision of the committee should be honoured by all parties in good faith.

Dispute Settlement:

Disputes which cannot be settled amicably, may be taken up by either party for settlement in accordance with the Applicable Law within jurisdiction of court of Sambalpur.

Continuance of service during dispute settlement

Occurrence or Reference of a dispute shall not annul the contract. The Operator shall continue to provide service and the Authority shall continue to make payments as per their contractual obligation during the dispute settlement process.

In case any rationalization of routes /wealth centres tagging required, the service provider can write a letter to SMC for necessary intervention.

Force Majeure Event

For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes al party's performance of its obligations impossible or so impractical as reasonable to be considered impossible in the circumstances.

Any of the following events which is beyond the control of the party claiming to be overcome or prevent despite exercise of due care and diligence, and result in material adverse effect shall constitute Force Majeure Event.

- a) Earthquake, flood, inundation and landslide;
- b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- c) Fire caused by reasons not attributable to the Operator or any of the employees, or agents of the Operator.
- d) Acts of terrorism
- e) Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Authority/Operator in respect of the contract in any proceeding, which is non-collusive and duly prosecuted.
- f) Early termination of this agreement for reason of national emergency or national security.
- g) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.

Force Majeure shall not include:

- a) Any event which is caused by the negligence or intentional action of a party or such party's agents or employees, nor
- b) Any event which a diligent party could reasonably have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Documents to be submitted in the following manner

COVER-C

COVER-A			
Sl. No.	Documents list	Submitted YES/NO	Page. no.
1	Cover letter- Schedule-1		
2	Bidder information- Schedule-2		
3	Power of attorney Schedule-3		
4	Self attested copy of tender document		
5	Tender paper cost of Rs.10,000/-		
6	EMD of Rs.2,80,000/-		
7	Copy of PAN and GST registration		
8	Labour license copy		
9	EPF registration copy		
10	ESIC registration copy		
11	Audited profit loss and balance sheet		
12	Income tax return of last three years		
13	Bidder turn over certified by CA Schedule-4		
14	Bidder net worth certificate by CA Schedule-5		
15	Work experience for engaging of minimum 10nos. of LCVs in any govt. institution. (along with supporting documents) Schedule-6		
16	Local address proof or undertaking for opening of branch office as per schedule-7		
17	Undertaking for non-blacklisted as per schedule-8		
18	Certificate of no relationship as per schedule-9		
19	Information regarding current litigation debarring expelling of quotation or abandonment of work by the bidder Schedule-10		
20	Bidder legal status as per schedule-11		
21	Declaration of no conflict of interest Schedule-12		
22	Brief write up of the relevant business activities undertaken so far and an overview of the expertise/potential available with the Agency.		
23	Bidders should have minimum 22 nos. of Vehicle ownership or lease basis.		
24	Implementation plan write up (in not more than 10 pages) <ul style="list-style-type: none"> a. Deployment plan (equipment, vehicles, accessories, tools & manpower) b. Collection & transportation plan (timing, handling, storage, safety etc)Process management, monitoring and tracking plan 		
COVER-B			
1	Financial proposal Proposal-1		

- The above format should be the first page of the Cover-A
- All the documents submitted by the bidder should be as per above manner.
- Tearing or overwriting of any document found in cover A & B should be rejected.

Cover Letter

To

The Municipal Commissioner,
Sambalpur Municipal Corporation

Sub: Selection of Agency for Collection and Transportation of MSW in Sambalpur, Odisha

Dear Sir,

With reference to your Invitation for Bid no. _____ dated _____, We having examined the bid document and understood its contents, hereby submit our bid for the aforesaid Project for Zone-1.

1. The Bid is unconditional and unqualified
2. All information provided in the Bid Document and Schedules is true and correct and all documents accompanying Bid Document are true copies of their respective originals.
3. We shall make available to SMC any additional information it may find necessary or require to supplement or authenticate the Bid Document.
4. We acknowledge the right of SMC to reject our Bid Document without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We declare that:
 - a) We have examined and have no reservations to the conditions and terms laid down in the Bid Document, including any Addendum issued by SMC.
 - b) We do not have any conflict of interest in accordance with provisions of the Bid Document;
 - c) 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.
6. We understand that you may cancel the Bid Process at any time and that you are not bound to accept the bid that you may receive without incurring any liability to the bidder, in accordance with provisions of the bid document.
7. We undertake that in case due to any change in facts or circumstances during the selection process, we shall intimate SMC of the same immediately.
8. We hereby irrevocably waive any right which we may have at any stage at law or how so ever otherwise arising to challenge or question any decision taken by SMC in connection with Bid Process, in respect of the above mentioned Assignment and the terms and implementation there of.
9. We agree and undertake to abide by all the terms and conditions of the Bid Document.
10. We have studied all the document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by SMC or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of Assignment.
11. We agree to keep this offer valid for 180 days from the Bid Document Due Date specified in the RFP.
12. We agree and undertake to abide by all the terms and conditions of the bid document.

In witness thereof, we submit this bid document under and in accordance with the terms of the bid document.

Yours faithfully
Stamp & Signature of the Bidder

BIDDER PROFILE

1.Name of tendering manpower service provider	
2.Money receipt/ demand draft towards tender paper	MR/DD NO_____/ DT___/___/___ DRAWN IN BANK_____
3.DEATAILS OF EMD	MR/DD NO_____/ DT___/___/___ DRAWN IN BANK_____
4.NAME OF PROPRIETOR/ PARTENER/ DIRECTOR(NAME OF ALL DIRECTORS/ PARTENERS NAME SHOULD BE MAINTIONED)	
5.FULL ADDRESS OF REGISTERED OFFICE WITH PIN CODE	
TELEPHONE NO	
MOBILE NO	
FAX NO	
EMAIL ADDRESS	
6.NAME OF AUTHORIZED PERSON WITH TELEPHONE NO/MOBILE NO/ EMAIL ADDRESS	
7. PAN	
8.GSTIN (Attached self attested copy)	
8.Statutory Registration No (Under License and contract labor act 1970 obtained from labor department government of Odisha) (self attested copy)	
9.EPF Registration No (self attested copy)	
10.ESI Registration No (self attested copy)	

Stamp & Signature of the Bidder

Power of Attorney
In Stamp Paper

Know all men by these presents, We...(name and address of the bidder) do hereby constitute, appoint and authorize Mr./Ms..(name and residential address) who is presently employed with us and holding the position of _____, as our attorney, to do in our name and on our behalf,

All Such acts, deeds and things necessary in connection with or incidental to our bid for selection as Operator and operation of contract for Collection & Transportation of MSW in Sambalpur Municipal Corporation including signing of bid documents, all supporting documents, letters and providing information/responses to SMC in all matters in connection with our bid for the said Assignment and signing of contract in the event of selection.

To apply for, obtain and renew all licenses, permits, registrations etc. that are necessary for carrying on the said business.

To submit all statements, returns, reports etc. to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.

We hereby agree to ratify all acts, deeds and things lawfully done by 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.

Dated this the----- Day of---2023

Accepted

Name & signature of Attorney Holder

1. 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. Copy of such document should be submitted along with the power of Attorney.
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the here under on behalf of Person executing this Power of Attorney for the delegation of power the Applicant.

Annual turnover certificate

To

**The Municipal Commissioner
Sambalpur Municipal Commissioner**

Subject: Annual Turnover certificate

Average Annual turnover of (in INR) during the last three Financial Years.
(copy of three Audited Financial Statements and annual Income Tax return
Document of last three financial year are attached)

Financial Year	Annual Turnover (INR)
2021-22	
2020-21	
2019-20	

Place:
Date:

Signature of the Bidder
Name/Organization:-
(With Seal)

Net worth certificate

To

**The Municipal Commissioner
Sambalpur Municipal Commissioner**

Subject: Net worth certificate

Annual Net worth certificate of (in INR) during the last three Financial Years. (copy of three Audited Financial Statements and annual Income Tax return Document of last three financial year are attached)

Financial Year	Net Worth (INR)
2021-22	
2020-21	
2019-20	

Place:
Date:

Signature of the Bidder
Name/Organization:-
(With Seal)

Schedule-6

Bidders Experience

**THE BIDDER TO SUBMIT THE SIMILAR PROJECT EXPERIENCE AS UNDER
AND ALSO GIVE DETAILS AS PER FORMAT GIVEN HERE**

SN	Name of Client and Address	Project details	Total Value of Project cost in Rs.	Work order issued/Agreement signed on (date) (Attach Work Order and Commissioning Certificate)	Financial Year of Implementation With contract date

Note: The self-attested photo copy of work order/Agreement/performance certificate should be attached

Signature of Authorized Person and seal

Undertaking for local address
In Bidder letter head

I do hereby undertake that our organisation shall open and branch office within Sambalpur Municipal Corporation Jurisdiction within 15 days of receiving of LOA and submit the relevance document in this regard to SMC office.

Place:

Date:

Signature of the Bidder

Name of Organization:-

Seal



UNDERTAKING FOR NON-BLACKLISTED

(On the Stamp Paper of appropriate value in shape of affidavit from the Notary/Magistrate/Oath Commissioner regarding non-blacklisting)

I, hereby undertake that, our organization has not been blacklisted/debarred by any of the Central/ State Government Department/ Office or by any Public Sector Undertaking (PSUs).

Yours sincerely

Authorized Signature
(in full and initials)



SMC

CERTIFICATE OF NO RELATIONSHIP CERTIFICATE

I/We hereby certify that I/we am/are related/not related to any officer of the Sambalpur Municipal Corporation in the rank of Deputy Commissioner or above. I/we am/are aware that if facts to be proved false my/our contract will be rescinded with forfeiture of EMD I/We shall be liable to make good loss or damage resulting from such cancellation.

Full Name of the Applicant-

1. Address for correspondence

Phone No-

Alternative phone No-

2. Permanent Native address

Village-.....

Post...../ Dist.....

Pin code.....



Signature of the applicant

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF QUOTATIONED OR ABANDONMENT OF WORK BY THE QUOTATIONER

1. Is the bidder currently involved in any litigation relating to the works Yes/ No

If yes: give details:

2. Has the bidder or any of its constituent partners been debarred! Yes/ No

Expelled by any agency in India during the last 10 years.

3. Has the bidder or any of its constituent partners failed to perform on any contract work in Sambalpur Municipal Corporation If yes, give details: Yes/ No

Note:

If any information in this Appendix is found to be incorrect or concealed qualification application will be summarily be rejected.

Signature of the applicant

UNDERTAKING

(On the Bidder's Letter Head regarding not have any pending judicial proceeding for any criminal offences)

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/ Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Personnel/Manpower to be deployed by our company have not been convicted of any offence in any Court in India during the recent past. I understand that am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely

Authorized Signature
(in full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address:

Declaration for No Conflict of Interest

We undertake that, in competing for (and, if the award is made to use, in executing) the project, we 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 presentation 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 regard 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 the bid.

Dated thisday of, 2023

Name of the bidder

Signature of the Bidder/Authorized person

Name of the Authorized person

Financial Bid

To
The Commissioner
Sambalpur Municipal Corporation
Sambalpur, Odisha.

Project:- Door to door Municipal Waste collection and Transportation to the wealth centre tagged within SMC area.

Dear Sir,

We deploy vehicles for collection and transportation as per your requirement. Our bid price per vehicle per month by considering tender document as mentioned below:-

Sl No	Description	Quoted rate by bidder per vehicle per month is given below including GST and all other statutory dues.
01	Door to door collection of Municipal Solid Waste in segregated manner as the notice _____ including all taxes , expenses, contingencies, taxes, duties, cess and royalty	Rs. _____/ per month (in words) _____ _____

N.B:-

The financial bid amount should be within a **maximum bid value of Rs.58,135/- (rupees fifty eight thousand one hundred thirty five only) excluding GST and all taxes** per vehicle per month, i.e, the maximum bid value is Rs.68,600/- after including GST 18%. Bid value beyond Rs.58,135/- (excluding GST) that shall be summarily rejected.

We understand that you are not bound to accept the bid you are received.

Thanking you

Yours sincerely
Authorized Signature (in full and initials):
Name and title of signatory

Name of firm

Address