



OFFICE OF THE PURI MUNICIPALITY, PURI

Letter No. 7654 Dated. 11/08/23



TENDER CALL NOTICE FOR SELECTION OF AGENCY FOR 'CLEANING OF GRAND ROAD, COLLECTION & TRANSPORTATION OF SOLID WASTE & CLEANING OF 2 NOS OF CROSS DRAINS AND ROAD SIDE DRAINS ALONG GRAND ROAD, PURI'

Puri Municipality invites Request for Proposal (RFP) for selection of agency for 'Cleaning of Grand Road, collection & transportation of Municipal Solid Waste & cleaning of 2 nos of cross drains and road side drains along the Grand Road, Puri'. The details Terms & Conditions can be downloaded from the website www.purimunicipality.nic.in & www.puri.nic.in. The detail Technical & Financial proposal in conformity with the terms and conditions of the RFP document shall be submitted to the Office of the Executive Officer, Puri Municipality, Puri on or before 25/08/23 at 5 P.M. through Speed post/Regd. Post only. The Technical bids will be opened on 28/08/23 at 11 A.M in the office chamber of the Executive Officer, Puri Municipality, Puri

The authority reserves the right to reject any or all the tenders without assigning any reason thereof.


Executive Officer,

Puri Municipality, Puri.

Memo No... 7655 Dt... 11/08/23

Copy submitted to the Collector, Puri/ Superintendent of Police, Puri for favor of kind information and necessary action.


Executive Officer,
Puri Municipality, Puri.

Memo No. 7656 Dt. 11/8/23

Copy to Office Notice Board/Head Asst./ Gen. & Misc. Section, Puri Municipality for information and necessary action. General Section should take steps to publish in two Local Oriya newspaper & one English news paper for one day on or before 12/08/23


Executive Officer, 11/8/23
Puri Municipality, Puri.

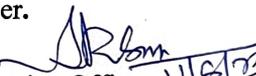
Memo No. 7657 Dt. 11/08/23

Copy along with copy of DTCN to the D.I.O, NIC, Puri for information and necessary action. He is requested to upload the advertisement in the website www.purimunicipality.nic.in & www.puri.nic.in .


Executive Officer, 11/8/23
Puri Municipality, Puri.

Memo No. 7658 Dt. 11/8/23

Copy along with copy of DTCN to the Addl. Executive Officer (Finance), Zilla Parisda, Puri / Municipal Engineer, /Addl. Executive Officer/ Health Officer, Puri Municipality, Puri for information & necessary action. They are requested to attend during the tender opening on 28/08/23 at 11 A.M., being the purchase committee member.


Executive Officer, 11/8/23
Puri Municipality, Puri.



Request for Proposal

for selection of Agency

for

Cleaning of Grand Road, Collection & Transportation of
Municipal Solid Waste

&

Cleaning of 2 nos of Cross Drains and Road Side Drains
along the Grand Road, Puri

BID DOCUMENT

**Executive Officer,
Puri Municipality
Puri, Odisha**

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OFFICE OF THE PURI MUNICIPALITY PURI,

PIN-752001

Tel.No.06752-222122

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR CLEANING OF GRAND ROAD,
COLLECTION & TRANSPORTATION OF SOLID WASTE AND CLEANING OF 2 NOS OF CROSS DRAINS
AND ROAD SIDE DRAINS ALONG THE GRAND ROAD, PURI

RFP No.7654, Dated.11/0/2023

1. Puri Municipality invites sealed proposal in conformity with RFP documents in Two Bid System (Part-1: Technical Bid and Part-II: Financial/Price Bid) from experienced, financially sound Company/Trust/ Society/ NGO/ Government owned entity registered under relevant statute to be selected as agency for "Collection, Segregation and Transportation of Municipal Solid Waste at Grand Road, Puri and Cleaning of 2 nos of Cross Drains and Road Side Drains at Grand Road" under Puri Municipality. The work details on the services to be carried out by the prospective bidder are provided in the Terms of Reference (TOR) in the RFP document. Joint venture/consortium firms are not eligible to participate in the bidding process.

Sl. No.	Name of the Work	Contract Period	Cost of Bid document in Rs. (Non-Refundable)	EMD in Rs.	Last Date & Time of submission of Bids
1	2	3	4	5	6
1	Selection of agency for collection & transportation of solid waste at grand road, puri and cleaning of 2 nos of cross drains and road side drains along the grand road, Puri	3 (Three) Years	10,000/-	Rs. 10,00,000/-	Up to 5:00 PM Of Dt25.08.2023

1. The Bid documents (RFP) can be downloaded from the website www.purimunicipality.nic.in & www.puri.nic.in and Rs. 10,000.00 (Rupees Ten Thousand) only towards cost of bid documents in shape of **Account Payee Demand Draft** drawn in any **Nationalized / Scheduled Bank** in favour of the "**Executive Officer, Puri Municipality**" payable at Puri must be submitted with the bid.
2. The detail information of the bid is available in the document **Information to Bidders (ITB)**.
3. The filled-up bid document will be received up to 5:00 PM on Dt. 25.08.2023 through registered post/speed post only.
4. The technical bid must accompany with the cost of Bid document for the RFP& EMD of required value as specified above in shape of Account payee Demand Draft drawn in any **Nationalized/ Scheduled Bank** in favour of the "**Executive Officer, Puri Municipality**" payable at Puri, failing which the bid shall be out rightly rejected.

5. The Bid Part-1 (Technical) will be opened at 11.30 AM on Dt. 28/08/23 in presence of the bidder or their authorized representatives only in the Office of the Puri Municipality. The opening of **Price/Financial Bid** will be intimated subsequently to the bidder who qualifies in the technical bid.

This RFP is not an offer and is issued with no commitment. Puri Municipality reserves the right to amend or withdraw any of the terms and conditions contained in the RFP document at any stage. Puri Municipality reserves the right to reject any or all bidder should it be so necessary at any stage, without giving any notice or assigning any reason. The decision of Puri Municipality in this regard shall be final and binding on all.


Executive Officer
Puri Municipality, Puri

Memo No. 7655 /Dt. 11/08/23

Copy submitted to the Collector & District Magistrate, Puri / Executive Engineer-PH Division, Puri Water Works Road, Puri/Executive Engineer, (R & B) Division, Puri for information. They are requested to display the notice in their office notice boards for wide publication.


Executive Officer
Puri Municipality, Puri

Memo No. 7656 /Dt. 11/08/23

Copy to the Office Notice Board for wide publication for information and necessary action.


Executive Officer
Puri Municipality, Puri

INFORMATION TO BIDDER (ITB)

NAME OF THE WORK:	CLEANING OF GRAND ROAD, COLLECTION, SEGREGATION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AND CLEANING OF CROSS AND ROAD SIDE DRAINS AT GRAND ROAD
E.M.D:	Rs. 10,00,000/- (Rupees Ten Lakhs Only)
AGENCY:	AS PER ELIGIBILITY CRITERIA
PERIOD OF CONTRACT:	3 (Three) YEARS & Extendable for maximum another 2 years at same terms and conditions on satisfactory completion of work by the executant.
COST OF BID DOCUMENT:	Rs. 10,000.00 (Rupees Ten Thousand Only)
LAST DATE & TIME OF RECEIPT OF FILLED UP BID DOCUMENT	UP TO 5.00 PM OF Dt.25/08/2023
LAST DATE OF SUBMISSION OF QUERIES (THROUGH EMAIL)	UP TO 5.00 PM OF Dt. 18/08/2023
PRE-BID MEETING	AT 11 A.M. OF Dt. 21/08/2023
PLACE OF OPENING OF BIDS	OFFICE OF PURI MUNICIPALITY
DATE & TIME OF OPENING OF TECHNICAL BID	AT 11.00 A.M OF DT28/08/2023
EXPECTED DATE OF IMPLEMENTATION OF THE PROJECT	DT 1st Oct 2023

CHAPTER-1
INSTRUCTION TO BIDDER

A.GENERAL

1.1 Definitions:

- a) "Employer" means the Puri Municipality, represented by its Executive Officer or his authorized representative.
- b) "Bidder" means any entity as defined in the ITB that provides the services to the Employer under the contract. The term Service Provider/Agency/Operator, used in the bid document interchangeably would mean the bidder.
- c) 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) "ITB" means Instruction To Bidder and is the document which provides bidder all information needed to prepare their proposals.
- g) "Personnel" means professionals and support staff provided by the bidder and assigned to perform the services in full or in any part thereof.
- h) "CC" means conditions of contract as laid down at chapter 3 of the bid document.
- 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) J) "Service area" means an area referred to Grand Road, Puri and Cross and Road side Drains in the Puri Municipality.
- 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.

1.2 Background

Puri Municipality is spread over an area of **16.32685q. Km**, the town is well connected by rail and road. As per census 2011, there are **60,000 households** in Puri Municipality with nearly **2.67 Lakh** populations and a floating population of more than **10,000** per day. During the peak season and especially at the time of Car Festival, the footfalls are much higher. As per provisional reports of Census India, population of Puri Town in 2011 is 200,564 of which male and female are 104,086 and 96,478 respectively. It is the historical religious city of Odisha and a tourist destination. Puri has been chosen as one of the heritage cities for Heritage City Development and Augmentation Yojana (HRIDAY) scheme of Government of India. Now it has also been chosen under the Atal Mission for Rejuvenation and Urban Transformation (AMRUT) Scheme.

Puri Municipality ("PMU") has been in the forefront in implementing reforms aiming at improved service delivery that is qualitative, reliable and sustainable. Sanitation is the priority area of service delivery and **PMU** has been making continued efforts in improving MSW management for the past few years.

Presently, the collection and transportation of waste for the Grand Road, Puri from Sri Jagannath Temple office to Sri Gundicha Temple are to be privatized. About 20% of the total waste is generated in the stretch of the Grand Road, Puri from Sri Jagannath Temple office to Sri Gundicha Temple (**Zone-wise Service Area of the Grand Road, Puri from Sri Jagannath Temple office to Sri Gundicha Temple is provided in Annexure 1**).

With the objective of providing best sanitary conditions to the citizens, **PMU** will carry out a transparent competitive bidding process for finalization of an Operator, who shall be responsible for delivering services as specified in the ToR and will operate and maintain the project.

1.3 Location

The service shall be performed within Grand Road, Puri from Sri Jagannath Temple office to Sri Gundicha Temple. However, in case of drain cleaning which is mostly taken up once in a year before monsoon, the main drain will be cleaned upto Bankimuhan via Badasankha-Railway station road.

1.4 BID description

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

In accordance with the provisions, the Operator is required to be engaged for Daily Primary Collection, storage & transportation of MSW at Grand Road, Puri from Sri Jagannath Temple office to Sri Gundicha Temple and half yearly or yearly cleaning of 2 nos of Cross drains and Road side Drains along the Grand Road, Puri in accordance with the applicable laws including Municipal Solid Waste (Management and Handling) Rules, 2016, GARIMA SoP and the requirements of Operation and Maintenance as set out by Puri Municipality (PMU).

1.5 Service Period

The Agency shall be appointed for MSW Management project initially for a period of **3 (Three) years** which may be extended for a further period of maximum 2 years as per mutually agreed upon by both the parties on the same terms and conditions or with some additions / deletions / modifications of the contract, after assessment of satisfactory performance by the selected operator. The services shall be provided by the Agency, as per the recommendation of MSW Rules-2016.

1.6. Site visit and Due diligence by Bidder

1.6.1 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 PMU and the Project site.

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

1.7. Availability of Bid Document

The Bid documents (RFP) can be downloaded from the website www.purimunicipality.nic.in & www.puri.nic.in and **Rs. 10,000.00 (Rupees Ten Thousand)** only towards cost of bid documents in shape of **Account Payee Demand Draft** drawn in any **Nationalized / Scheduled Bank** in favour of the **"Executive Officer, Puri Municipality"** payable at Puri must be submitted with the bid.

1.8. 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.

1.9 Bid Data

Availability of Bid Document	The Bid documents (RFP) can be downloaded from the website www.puri.nic.in . www.purimunicipality.nic.in
Cost of Bid Document	Rs. 10,000.00 (Rupees Ten Thousand) only which is non- refundable.
Earnest Money Deposit	Rs. 10,00,000.00/- (Rupees Ten Lakhs) Only (No exemption allowed)
Last date of Receipt of filled up Bid Document	Up to 05.00 PM of Dt. 25/08/2023
Submission of queries (through email)	Up to 05.00 PM of Dt. 18/08/2023
Pre-bid meeting	At 11.00 AM of Dt. 21/08/2023
Date & Time of Opening of Technical Bid	At 11.00 AM of Dt. 28/08/2023
Date & Time of Opening of Price Bid	Will be communicated to responsive & qualified bidders.

1.10. Communications

1.10.1. All communications including the submission of Bid Document should be addressed to:

Address for Communication:

	The Executive Officer Puri Municipality VIP Road, Puri-752001, Odisha
TEL NO:	06752-222122
EMAIL:	purim.hud@nic.in

1.10.2. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters: -"**BID DOCUMENT FOR CLEANING OF GRAND ROAD, COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AT GRAND ROAD, PURI AND CLEANING OF 2 Nos of CROSS DRAINS AND ROAD SIDE DRAINS ALONG THE GRAND ROAD**"

1.11 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 employer in support of proof of their eligibility, along with bid.

Technical Eligibility Criteria

- The bidder may be a Company/ Trust/ Society/ NGO/ Government Owned Entity registered under relevant statute and in operation for at least 5 years.
- Bidders should have experience of all activities i.e street sweeping (Manual & Mechanical), cleaning of Drains, De-silting of drains, Door to Door collection, Collection and transportation of MSW in any one contract for at least three years during the last 5 years in any town/city or part of the city in Odisha
- The experience certificate must have been issued by the competent authority.
- The bidder should score at least 70 marks in the technical evaluation.
- The bidder should have valid Labour License, EPF and ESI registration for at least 200 persons.
- The bidder should have a valid PAN and GST registration certificate

g) The bidder should have at least three years experience in similar nature of work carried out in any city in Odisha.

h) Bidders should have adequate number of machineries / equipment / vehicles (Compactors and Dumper Placers) & other infrastructures available with them so as to commence the work within the stipulated time period. A detail list is to be submitted in support of the claim along with documentary proof of ownership.

Financial Eligibility Criteria

a) The bidder should have average annual turnover of more than **Rs.7.00 Crores (Rupees Seven Crores Only) in any two years during last 3 years and out of which, at least 5 crore turnover must be from sanitation sector.** The bidder has to provide audited financial report and auditor's certificate in support of the turnover.

b) The bidder should have executed at least 1 project of similar nature having project cost of not less than 1 crore in last 5 years in any city of Odisha.

c) The required certificate confirming the average annual turnover to the tune of **7.00 Crores (Rupees Seven Crores Only)** to be furnished which must have been issued by the competent authority.

d) The bidder should not have borne any loss during last 2 financial years and should have positive net worth. A certificate in support of the same from a chartered accountant has to be submitted by the bidder.

e) The bidder shall furnish an affidavit stating that it will ensure timely release of minimum wages to the sanitation workers, preferably in the 1st week of each month without depending upon the release of payment from PMU so as to ensure no interruption in providing sanitation services to the holy city. It will also state that all the workers to be employed will have subscription to EPF & ESI.

1.12 History of Litigation and Criminal Record:

1.12.1 If any criminal cases are pending against the bidder 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.

1.12.2 In case it is detected at any stage that the affidavit is false, he will abide by the action taken by the employer without approaching any court whatsoever for redress. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

1.13 Other Requirements:

1.13.1. 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.

1.13.2. The bid shall also be summarily rejected if the bidder has been blacklisted/ barred by an employer 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.

1.13.3. 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 employer.

1.14 List of documents to be submitted along with the Technical Bid

1. Bid cost and Earnest money deposit
2. Work experience in similar nature of work along with credential certificate
3. Copy of PAN & GST registration certificate
4. Legal Status of Bidder
5. Labour license, EPF & ESI registration copy for at least 200 persons
6. Audited P/L & B/S in support of financial eligibility criteria
7. Brief organizational structure and profile of the bidder
8. Power of attorney as per schedule 2
9. Affidavit as per schedule 3
10. Bidders detail as per schedule 4
11. Implementation plan write up (in not more than 10 pages) as per schedule 6
 - a. Deployment plan (equipment, vehicles, accessories, tools & manpower)
 - b. Collection & transportation plan (timing, handling, storage, safety etc)
 - c. Process management, monitoring and tracking plan
 - d. Policy and practices relating to adoption of innovative cleaning methods and environment and health safety measures
 - e. Affidavit as mentioned in point d under Financial Eligibility criteria.
12. List of equipment, vehicles (Compactor/Dumper Placer), accessories, tools & tackles to be deployed as Per Schedule 6
13. A set of Bid Documents comprising of the Technical Bid and the Price Bid together with all addenda/clarification thereto, shall be submitted along with technical bid.

1.15 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.

1.16 Cost of Bidding:

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

8.BID DOCUMENTS

1.17. Bid Documents:

- 1.17.1. A set of Bid Documents comprising of the Technical Bid and the Price Bid together with all addenda/clarification thereto, shall be downloaded from [www.puri.nic. In](http://www.puri.nic.in).
- 1.17.2. 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.
- 1.17.3.**The bank draft towards the cost of Bid document & EMD must be enclosed with the Technical Bid, failing which the bid will be liable for rejection.**

1.18. Amendment of Bid Documents:

- 1.18.1. At any time prior to the dead line for submission of bids, the employer 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.
- 1.18.2. In order to afford prospective bidders reasonable time to take such addenda into account in Preparing their bids, the employer at his discretion, may extend the dead line for the submission of bids, if necessary.

C. PREPARATION OF BID

1.19. Language of the Documents:

All documents relating to the Bid shall be in the English language.

1.20. Documents Comprising the Bid:

- (a) Technical Bid (Cover A of Bid Document)
- (b) Price Bid (Cover B of Bid Document)
- (c) All documents stipulated at Clause-1.14 & elsewhere in the ITB

1.21. Sufficiency of Bid:

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.

1.22. Preparation of bid:

1.22.1. The Proposal as well as all related correspondence exchanged by the employer & the bidder shall be written in English language.

1.22.2. 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.

1.23. The Financial offer:

1.23.1. The services shall be provided as described & elaborated in the terms of reference (TOR) at Chapter-2. The bidders shall quote their offer on 'unit rate' basis for the services in the prescribed format of the Part-II of the bid document. Price bid in no other format shall be accepted.

1.23.2. The offer shall be inclusive of all costs associated with the assignment including remuneration towards manpower, fees, cost of 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. Further it shall also include all other expenses incidental thereto for successful accomplishment of the services in conformity with the TOR.

1.23.3. The bidders should make realistic assessment of the nature of work and the extent of technical managerial and resources inputs required for carrying out the services included in the ToR, diligently to achieve high quality outputs & deliverables within the stipulated time, and quote their offer accordingly.

1.23.4 The rate quoted by the Bidder shall remain firm till the validity period or extension thereof.

1.24. Bid Validity:

1.24.1. The bid will remain valid for a period of 180 (One Hundred Eighty) days from the last date of submission of Bid. The employer will make its best effort to complete the process and issue LOA within this period. However, should a need arise; the employer may request the bidder to extend the validity period of the proposal.

1.24.2. Bidders who do not agree to extend the validity may refuse without forfeiting the EMD.

1.24.3. 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.

1.24.4. 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 PMU with forfeiture of EMD.

1.25. Authorization, Corrections, Erasures etc. in Bid Document:

1.25.1. 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.

1.25.2. The completed bid shall be without any alterations, overwriting, inter-relations or erasures except those which accord with instructions given by the employer 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.

1.26 Earnest Money Deposit:

1.26.1. The Bidder shall furnish **Earnest Money Deposit (EMD)** for an amount of **Rs.10,00,000/- (Rupees Ten Lakhs only)**, along with the Part-1 (Technical) of the bid document. This EMD must be in the form of Demand Draft / Bankers Cheque drawn in any Nationalized/Scheduled Bank in favour of **"Executive Officer, Puri Municipality" payable at Puri. No exemption of EMD allowed in any circumstances.**

1.26.2. The EMD of unsuccessful bidders shall be returned without any interest after the bid

1.26.3. The earnest money deposited by the bidders will not carry any interest and it will be dealt with as is provided in the conditions stipulated in the bid.

1.26.4. The EMD shall be forfeited if a successful bidder fails to sign the agreement for whatever reason, a bidder withdraws the bid during the validity period of bid, or any other reason specified in the bid or document.

1.27 Signing of Bids:

1.27.1 The bidder/ power of Attorney holder on behalf of the bidder is required to sign in all bid document. The PoA has to be provided by the competent person(s) of the organization as per legal requirements.

1.27.2 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.

1.27.3 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,

D.SUBMISSION OF BIDS

1.28 Sealing and Marking of Bids:

1.28.1. The signed bid documents shall be submitted in sealed covers.

1.28.2. The bid documents **(i) Technical Bid and (ii) Price Bid** 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) Technical Bid

1.28.3. The sealed Cover **(Cover-A)** shall bear the following identification marks.

a. TECHNICAL BID

b. RFP NO. **7654** dt. **11/08/2023**

c. Name of Work: **"Cleaning of Grand Road, Collection & Transportation of Municipal Solid Waste and Cleaning of 2 nos of cross drains and Road side Drains along the Grand Road, Puri"**

d. Name & Address of the Bidder:

1.28.4. The sealed Cover **(Cover-B)** shall bear the following identification marks.

a.PRICE BID

b.RFP No. **7654 dt.11/08/2023**

c. Name of Work "**Cleaning of Grand Road, Collection & Transportation of Municipal Solid Waste and Cleaning of 2 nos of cross drains and Road side Drains along the Grand Road, Puri**"

d. Name& Address of the Bidder;

1.28.5.The sealed **covers A and B** shall be super scribed in another **cover 'C'** and shall bear the following information.

a)RFP No. **7654 dt.11/08/2023**

b)Name of Work: "**Cleaning of Grand Road, Collection & Transportation of Municipal Solid Waste and Cleaning of 2 nos of cross drains and Road side Drains along the Grand Road, Puri**".

c) DO NOT OPEN BEFORE 11.00 AM of Dt28/08/2023

1.28.6. The completed **Sealed Cover 'C'** shall be sent to the following address **only through Registered Post or Speed Post** so as to reach on or before the time and date specified for receiving the bids.

**The Executive Officer,
Puri Municipality
Puri-752001, Odisha**

1.28.7. 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 misplacement or premature opening of the bid. Such a bid shall be summarily rejected. Any bid opened prematurely either because of any other damage to the cover or because of inadequate identification, will also be rejected.

1.29 Deadline for Submission of Bids:

1.29.1 Bids shall be received in the office of the officer designated by the date & time mentioned in the bid data. The bid must be submitted by Registered Post/ speed post 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 hand delivery, courier, fax, telex, telegram or e-mail shall not be entertained.

1.29.2. 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.

1.29.3. The employer may, at his discretion, extend the dead line for submission of bids by issuing an amendment in accordance with Clause 1.20 above, in which case all rights and obligations of the employer and of the bidders which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

1.30. 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 employer, will not be considered for evaluation.

1.31Withdrawal of Bids:

Withdrawal of a bid by a bidder during the interval between the deadlines 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.

E.BID EVALUTION

1.32. BID OPEANING

1.32.1. The employer will open the bids (Cover C and then Cover A Containing Technical Bid) pursuant to Clause 1.29, 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. They would be required to sign in bid opening register as evidence of their attendance. The authorized representatives should bring their authorization letter while attending opening of bid

132.2. A bid shall be rejected at this stage if,

- a) Sealed cover B containing Price Bid is not enclosed.
- b) Price Bid is enclosed along with Technical Bid in cover
- c) Bank draft towards Cost of bid document as per clause 1.17 is not enclosed with Part 1 of the bid.
- d) EMD as specified at clause 1.26 is not submitted along with the bid.
- e) All other required documents are not provided

1.32.3. Any such conditions shall be minute and the cover "B" shall not be opened. It shall then be kept in the safe custody of the Employer until the bid process is completed. The cover "B" shall be opened only for those bidders who qualify in the Technical evaluation. The date of opening of financial bid (cover "B") shall be intimated by FAX/ E-mail/Speed post to the qualified bidders.

132.4. The Employer shall prepare, for his own record, minutes of the bid opening, Including the information disclosed to those present in accordance with sub-clause 1.33.1

1.33. Clarification on documents submitted by bidders:

To assist in the scrutiny, evaluation and comparison of the bids, the Employer 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 Employer during the evaluation of the bid.

1.34. Determination of Responsiveness:

Prior to the detailed evaluation of bids, Employer 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. Such a bid shall not be allowed subsequently to be made responsive by the bidder by correcting or withdrawing the non-conforming deviation(s) or reservation(s).

1.35.Restrictions:

1.35.1 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 Technical and/or financial Proposal

1.35.2 Any effort by a bidder to influence the employer 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.

1.35.3 Evaluators of Technical Proposals shall have no access to the Financial Proposals until The Technical Bid evaluation is concluded.

1.36 Evaluation of Technical Bid:

1.36.1. The Technical Proposals on the basis of their responsiveness as per the minimum eligibility criteria & other conditions of bid document shall be evaluated on the basis of following pre identified criteria. An evaluation committee would be formed to evaluate all the proposals received and select the preferred Bidder. Bidders should provide all details, as qualitative and quantitative details would carry marks. A proposal to be considered technically disqualified and shall be rejected at this stage if it does not fulfil the important aspects of the Terms of Reference or if it fails to achieve the minimum technical score of 70, the committee reserves the right to reject any or all proposals without assigning any reasons thereof. **The marks obtained in technical bid evaluation is qualifying only. The same shall not be added to the financial bids evaluation.**

Technical scoring framework (pre-identified criteria)

Sl. No.	Criteria	Parameter	Maximum Marks/Score
1	2	3	4
1	No of projects with project cost of Rs. 1 crore and above executed in last 3 years having scope of manual sweeping of roads/streets, disinfection, storage & transportation of municipal solid waste	1-2 projects =10 marks	15
		3-4 projects =12 marks	
		5 & above nos of projects =15 marks	
2	No of projects executed in last 5 years with project cost not less than Rs. 25 Lakhs having scope for door-to-door collection of waste from households/commercial establishments through compartmentalized vehicles & Transportation	1-2 projects =10 marks	15
		3-4 projects =12 marks	
		5 & above nos of projects =15 marks	
3	No of projects executed with scope for collection and transportation of minimum 20 TPD Quantity of MSW in last 3 years of operation.	20-50 MT/day =10 marks	15
		50 MT/day & above =15 marks	
4	No of projects executed in last 3 years with project cost not less than Rs. 50 lakhs having scope of cleaning/de-silting of drains, transportation and disposal of drain silt/debris	1-2 projects =5 marks	10
		3 or more projects =10 marks	

5	Experience in operation & maintenance of mechanical road sweeping	At least for a period of 1 year	5
6	Proposed Methodology, Approach and planning to be adopted in the project including manpower, equipment, vehicles, Supervision mechanism etc.	Comparative Assessment	30
7	Policy/practices or experience relating to adoption of innovative cleaning methods, environment, health safety measures	Comparative Assessment	10
		Total	100

N.B: The bidders shall make a presentation before the selection committee on point No.06 & 07 with 40 marks/score

1.36.2 The bid documents shall also be evaluated on the basis of other eligibility criteria as specified in clause 1.10

1.36.3. The preferred bidders satisfying all the eligibility criteria may be called to make a presentation before the employer on their service delivery strategy.

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

1.37 Evaluation of Financial bid:

1.37.1. After the Technical evaluation is completed, the Employer 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.

1.37.2. 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 shall be invited for discussion and negotiation.

1.37.3. 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.

1.37.4 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.

F. AWARD OF CONTRACT

1.38.1. The evaluation committee does not bind itself to accept the lowest bid.

1.38.2. Right to Accept or Reject any or all Bids:

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

1.39. Award Criteria:

1.39.1. The employer may call the lowest bidder for negotiation. After completing negotiation, the client shall award the contract to the successful bidder.

1.39.2. The bidder is expected to commence the assignment within 1 months of signing of agreement.

1.40. Notification of Award:

Prior to the expiration of the Bid validity period, Employer will notify the successful bidder by fax, letter or in some other written form, that his bid has been accepted. This letter, hereinafter called "Letter of Acceptance (LOA)", will constitute notification of the intention of the employer to enter into a 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.

1.41 Performance Security against the service

1.41.1 Within 7 (Seven) days of the receipt of LOA from employer the successful Bidder shall furnish the Performance Security for an amount equal to Rs.30.00 lakhs (Rupees Thirty Lakhs Only), in the shape of Bank Draft/Bank Guarantee, in favour of the Executive Officer, Puri Municipality. The BG shall be as per Performance Security Format at Schedule 7. The Performance security BG shall be valid till 3 months beyond the contract Completion date.

1.41.2 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 Executive Officer, Puri Municipality within the stipulated period.

1.41.3 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 employer and employer has the option of considering the next lowest qualified have no claim on the employer and employer has the option of considering the next lowest qualified Bidder for negotiation & award.

1.42. Signing of Agreement:

On receipt of the LoA, the successful bidder shall sign the agreement with the employer within 7 (Seven) days from the date of issue of LoA.

CHAPTER-2
TERMS OF REFERENCE

Scope Statement

The objective of this contract is to ensure an efficient and effective Solid Waste Management within the service area (zone) to achieve the service outputs and standards as specified in the ToR and in compliance with recommendation of schedule-II of Municipal Solid Waste Management & Handling Rule-2016. 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 (Hardware, Software and Manpower) as per field requirements and complying to the design standards.
2. Collection, cleaning and transportation of solid waste
3. Complaint registration and redressal
4. Ancillary activities and reporting
5. All such deployment and activities for completeness of the service delivery and achieving service standards as per Service Level Bench Mark.

The Scope of Work broadly includes:

Part A

- ❖ Sweeping & Cleaning at Grand Road Puri from Sri Jagannath Temple office to Sri Gundicha Temple.
- ❖ Mechanized Sweeping of Grand Road and from Sri Jagannath Temple office to Sri Gundicha Temple.

Part B

- ❖ Cleaning of Drain on both side of the Grand Road from Singhadwar up to Gundicha Temple and disposal of silt, muck and waste at the designated place within a distance of 10 Kilometer from Temple And as and when required and directed by Puri Municipality- mostly once in year during April-June.
- ❖ Cleaning of Dhoba Sahi Drain from Grand Road Junction (Badasankha) to Bankimuhan entrance- mostly once in a year during in April-June

Part C

- ❖ Cleaning of 2 underground cross drains in Grand Road (at Hospital Square and at BadaSankha) as and when required and directed by Puri Municipality- mostly once in a year in May/June

Part D

- ❖ Collection of Solid Waste In compartmentalised waste collection vehicles from the Grand Road, Puri i.e., from Sri Jagannath Temple office to Sri Gundicha Temple two times a day i.e. in morning and evening.
- ❖ Transportation of Solid Waste to designated place as directed by Puri Municipality.

Part E

- ❖ Conducting Awareness Campaign to motivate the vendors, citizens & tourists along grand road to bring behaviour change.

NOTE: The Areas to be covered for Collection and Transportation of MSW are:

- Grand Road from Sri Jagannath Temple office to Sri Gundicha Temple.
- Cleaning of underground cross drain in Grand road at Hospital square & Badasankha.
- Cleaning of road side drain along both side of Grand Road
- Cleaning of Dhobasahi drain from Badasankha to Bankimuhan

DETAILED SCOPE OF WORK

Part A-Sweeping & Cleaning at Grand Road Puri from Sri Jagannath Temple office to Sri Gundicha Temple.

The scope of work under this item shall include

- ❖ The operator shall deploy adequate number of workers with proper dress code along with adequate safety guards round the clock to make the service area utmost clean and garbage free environment.
- ❖ For this purpose, wheeled dustbins and adequate Nos. of picking tools & tackles shall be provided by the operator for sweeping, picking and collecting the garbage from the surrounding area of Grand Road and deposit the same in the designated twin bins/transit points jointly identified by PMU & the operator
- ❖ The Operator shall operate the mechanized road sweeper in midnight to maintain the spot less cleaning of the Grand Road so as to enable the tourist/devotees and other general public a great piece of mind which will be provided by Puri Municipality on hire basis.
- ❖ The operator shall deploy adequate equipment's, compartmentalised vehicles for collecting segregated waste, twin bins conforming to the compactors/dumper placers/TATA ACE/Tractors, Tools & Tackles, Manpower (Workers, Drivers, Helpers, Supervisors and Managers) and monitoring mechanism for enabling effective, efficient and successful operation and maintenance. The operator can use any vehicles on hire basis from Puri Municipality depending upon the availability of the vehicles. The operator will be provided the mechanical sweeping machine on hire basis (without driver and PoL). The expenditure towards minor repairing and maintenance of the sweeping machine will be borne by the operator. However, in case of major repairing works, PMU will provide necessary support.
- ❖ The operator shall provide manpower for carrying out disinfection activities of the specified service area, drains etc. Required disinfecting materials shall be borne by the operator.
- ❖ The operator shall ensure cleaning of drain silt or overflow water from both side of drains along the Grand road as per requirement to ensure improved hygiene and sanitation.
- ❖ Provision of required number of Road side twin bins of different sizes, in the service area, for the purpose of for easy, convenient and optimum collection & temporary sanitary storage of MSW & arrangement for mechanical transportation to the designated place as directed by Puri Municipality. The number & size of such twin bins shall be on the basis of quantities of waste generated.
- ❖ Similarly for market places, eateries, vending zones and other public places adequate twin bins of suitable sizes must be kept by the vendors/hoteliers/business establishments/apartment dwellers at their own cost to avoid littering on grand road. These need to be collected through compartmentalized vehicles and to be transported to designated wealth centres.
- ❖ The storage & collection activity shall be as per the recommendation of Schedule-II of Municipal Solid Waste Management & Handling Rules-2016.
- ❖ The operator shall provide personal protection equipment including uniform, fluorescent jacket, hand gloves, raincoats, appropriate foot wear and masks to all workers handling solid waste and ensure that the same are used by the work force.
- ❖ The operator shall ensure the occupational safety of the work force involved in collection, transport and handling waste by providing appropriate and adequate personal protective equipment.
- ❖ The damaged hardware shall have to be repaired/replaced immediately
- ❖ The agency shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the SWM work. The PMU shall have no liability in this regard except service tax.
- ❖ The vehicles to be engaged for transportation of MSW must be in good running condition.
- ❖ The drivers of the vehicles must have valid driving license and they must be well behaved.

- ❖ During special events like Ratha Yatra, Snana Purnima, Chandan Yatra, Saahijata and visit of eminent persons, the operator shall make proper arrangement of manpower and machineries to ensure high level of cleanliness at Grand Road. The operator shall engage additional manpower and machineries as per requirement during Car Festival in order to meet the expected level of sanitation. The operator shall not raise separate bill towards this expenditure.
- ❖ However, in case of allocation of assignments beyond service area for any special occasions within 2km radius from the service area, the operator will be provided additional fund as per actual bill to meet manpower and logistic costs.
- ❖ The operator shall inspect the drain slabs at frequent intervals and intimate the Nodal officer of PMU about damaged slabs and requirement of new slabs to avoid accidents.
- ❖ All activities under this component will be supervised and certified by a committee headed by Health Officer/any officer authorized by PMU.
- ❖ The services of cleaning of Grand Road and transportation of waste shall be provided on all days of the week, irrespective of any National Holidays, Festivals or local holiday.

Part B-

- Cleaning of Drain on both side of the Grand Road from Singhadwar up to Gundicha Temple and disposal of silt, muck and waste at the designated place within a distance of 10 Kilometer from Temple as and when required and directed by Puri Municipality- mostly done once in a year during April-June.
- Cleaning of Dhobasahi Drain from Grand Road Junction (Badasankha) to Bankimuhan entrance- mostly done once in a year during April-June.

The scope of work under this item shall include

- ❖ Cleaning of surface drains including de-silting which may require excavation of slushy soil, removing & re-fixing of concrete slabs to its original place.
- ❖ Cleaning of Drain on both sides of the Grand Road from Singhadwar/SJTA office up to Gundicha Temple is to be carried out as and when directed by the Puri Municipality and disposal of silt, muck and waste at the designated place within a distance of 10 Kilometer from Temple to reduce the inundation problem created during rainy season.
- ❖ Cleaning of Dhoba Sahi Drain from Grand Road Junction (Badasankha) to Bankimuhan entrance is to be carried out to reduce the inundation problem created during rainy season.
- ❖ For Lifting & Transportation of Drain Silt / C & D Waste/ Muck/ Earth /sand etc., the Operator may use tractor/tipper of different carrying capacity.
- ❖ Drain cleaning must be executed by strictly following the SoP under GARIMA programme of H & UD Dept, Govt of Odisha.
- ❖ All activities under this component will be supervised and certified by a committee headed by Health Officer/any officer authorized by PMU.
- ❖ Cleaning of drain must be completed 15 days prior to commencement of Car Festival.

- **Part C-** Cleaning of 2 underground cross drains in Grand road (at Hospital Square and at Badasankha) as and when required and directed by Puri Municipality-mostly done once in a year during May/June

The scope of work under this item shall include

- Cleaning of 2 underground cross drains in Grand road (at Hospital Square and at Bada Sankha) as and when required and directed by Puri Municipality.
- Drain cleaning must be executed by strictly following the SoP under GARIMA programme of H & UD Dept, Govt of Odisha.
- It shall be done with extreme care, preferably by using both machine and manpower. The operator shall have to intimate the PMU 15 days prior to commencement of cleaning work for getting required support.

- PMU will facilitate in making communication to WATCO, Fire Officer, CDMO and ensure their cooperation as per SoP to avoid occurrence of any accidents during the cleaning process.
- It shall be completed by the operator in time bound manner, at least 15 days prior to commencement of car festival.

Part-D: Collection of Solid Waste from the Grand Road, Puri, from Sri Jagannath Temple office to Sri Gundicha Temple from their designated place two times morning and evening as decided by Puri Municipality.

The scope of work under this item shall include

- ❖ Provision of required number of Road side twin bins of different sizes, in the service area, for the purpose of for easy, convenient and optimum collection & temporary sanitary storage of MSW & arrangement for mechanical transportation to the designated place as directed by Puri Municipality. The number & size of such twin bins shall be on the basis of quantities of waste generated and the population density.
- ❖ Similarly for market places, eateries, vending zones and other public places adequate twin bins of suitable sizes must be kept by the vendors/hoteliers/business establishments/apartment dwellers at their own cost to avoid littering on grand road. The operator shall collect MSW from the door step of all the vendors/ hoteliers / business establishments through compartmentalised vehicles etc for collection of segregated waste.
- ❖ Door to door collection of municipal solid waste from all residential areas including commercial/office units / apartments within the service area through compartmentalised vehicles etc for collection of segregated waste and Storing of garbage so collected at temporary Collection Points/ road side twin bins/designated Garbage Points as identified by PMU Officials
- ❖ The storage & collection activity shall be as per the recommendation of Municipal Solid Waste Management & Handling Rules-2016
- ❖ Collection and transportation of all types of MSW from the primary storage point/twin bins/ temporary collection points/ garbage points and transfers it to the designated place as directed by Puri Municipality by means of Hook loaders/containerized covered vehicles/compactors/ motorized vehicles/auto tippers etc. whichever is easier to operate.
- ❖ The services of door-to-door collection, cleaning and transportation of waste shall be provided on all days of the week, irrespective of any National Holidays, Festivals or local holiday.
- ❖ All activities under this component will be supervised and certified by a committee headed by Health Officer/any officer authorized by PMU.

PART E- Transportation of Solid Waste to designated place as directed by Puri Municipality.

- ❖ The wastes collected from the service area are to be transported to the identified secondary collection points as identified by the PMU officials using auto tippers/tricycles, as per the accessibility of the location and available width of the road.
- ❖ Collection and transportation of all types of MSW from the primary storage point/ twin bins/ temporary collection points/ garbage points and transfers it to the designated place as directed by Puri Municipality by means of Hook loaders/containerized covered vehicles/ compactors/ motorized vehicles/auto tippers etc. within a distance range of 10 Kms.
- ❖ The waste shall be covered properly during transportation.

PART F-Conducting awareness campaign to motivate the citizens & tourists.

The scope of work under this item shall include

- ❖ Conducting Awareness Campaign to motivate the citizens & tourists about use of twin dustbins, non-littering on roads, ban on single use plastic etc.
- ❖ Undertake IEC activities as per the Solid Waste Management Rules-2016, community interaction at regular intervals along with PMU officials.
- ❖ To provide required resource support for addressing the complaints, monitoring and compliance reporting of customer complaints in respect of SWM within the service area.

Service Delivery Compliance

The colour code of the bins shall be strictly as per the recommendation in item 3 of schedule - II of the Municipal Solid Waste Rule 2016.

- ❖ The bin, one blue & one green, are to be placed and designed, so that they are accessible to the users, easy to operate, easy to transport, not exposed to atmosphere, shall be aesthetically acceptable and user friendly.
- ❖ The clearing schedule of the bins should ensure that MSW is cleared at least once in 24 hours.
- ❖ There should be no overflow of MSW from the bins due to inadequate capacity or non-lifting at scheduled times. The Operator will ensure that the area around the bins is kept clean at all the times.
- ❖ The bins are to be maintained so that there are no breakages, no toppling of bins and no dislocation.
- ❖ The MSW shall not be disposed off/dumped/unloaded at any place other than that specified locations.

Disposal of waste in any area other than specified area will be prohibited

- ❖ Ensure safe transportation of the collected Municipal Solid Waste in covered container to the designated place at designated place as directed by Puri Municipality.
- ❖ Dry Municipal Solid Wastes like leaves, paper etc. shall not be burnt.
- ❖ There should be no overflow of garbage/refuse/MSW from the twin bins.
- ❖ if the garbage is littered outside the twin bins for any reason, operator should appoint workers to lift the waste and keep it inside the twin bin as soon as possible.
- ❖ Surrounding of containers and litter bins in the service area, shall be kept clean and tidy by sweeping around thoroughly and putting the garbage/refuse/MSW into the twin bins. The ground at the place where the vehicles stop for loading shall be cleaned and disinfected with an approved disinfectant.
- ❖ The operator should ensure adequate safety for all manpower deployed at the service area.
- ❖ The man power deployed by the service provider shall have to wear uniform/apron during working hours bearing the logo of PMU and the Operator which have to be approved by the employer.

Service Delivery Schedule

The service provider in close consultation with the employer should work out a detail time schedule and should adhere to the same timing. A tentative time schedule/work schedule is indicated

Activities

Sl. No	Activities	Time Schedule
1	Road sweeping, disinfections of bins, cleaning & removal of sands from Grand Road, Puri from Lord Jagannath Temple office to Sri Gundicha Temple. 1 st Shift 2 nd Shift 3 rd Shift	6 AM to 1 PM 1PM to 8 PM 11 PM to 6 AM
2	Drain cleaning	6 AM to 2 PM
3	Collection of MSW from the grand Road from Lord Jagannath Temple office to Sri Gundicha Temple	6 AM to 11 AM 1 PM to 6 PM
4	Collection of MSW from business establishments, shops or any other institutional waste generator at Grand Road, Puri by compartmentalised collection vehicles two times a day i.e., morning and evening.	7 AM to 11 AM 4 PM to 8 PM
5	Collection of MSW from various collection points / transit points/ twin bins and transportation to designated place as directed by Puri Municipality.	7 AM to 3 PM 11 PM to 6 AM

- ❖ 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 PMU Authorities and adequate communication to the affected customers.
- ❖ The Operator shall ensure operations on all seven days of the week.
- ❖ The Operator should transport the wastes within one hour of it's accumulation

Service Delivery Performance Criteria

The performance monitoring and evaluation of service delivery has been institutionalized through Service Level Benchmarking and the purpose and objective of the assignment should be to improve and achieve the National Level Benchmark. With this target as well as the underlying constraints in mind the operator has to achieve the following performance levels.

Parameter Description	Achievement Target
Door to Door Collection	100% in 3 months
	Daily Service
Waste collection and transportation	90% collection efficiency
	90% bins should not overflow
Street sweeping	90% collection efficiency
Drain cleaning	90% collection efficiency
Complaint Redressal	100% within 24 hrs
Debris including earth, sand, dust, mud, silt, construction & demolition waste etc.	90% collection efficiency

- ❖ The operator in close coordination with employer shall undertake sample survey to assess the extent of waste generated. Secondary data from employers past experience can be referred to conclude the assessment. The sample should comprise of all income groups equally spread over the service area and stretched over a period of time, to give a fair average.
- ❖ A detail performance monitoring, reporting and evaluation system shall have to be developed in consultation with the employer. The broad outline of the computation procedure is provided in the table above.
- ❖ Employer can conduct service delivery assessment and customer satisfaction sample survey within the service area at regular interval to assess the performance.
- ❖ All road side dumping of solid waste shall have to be collected irrespective of Door to Door service or provision of twin bins.

Employer's scope

- a. PMU shall provide right of way for twin bin placement at all proposed locations of the service area.
- b. PMU shall finalize location for placement of twin bins and provide necessary administrative support in demarking and placing the same along the Grand road.
- c. Processing of waste is not considered for this scheme.
- d. Creation of no plastic zone along the Grand Road.
- e. Removal of tapping of sewer line in storm water drain.
- f. Silt pits to be made for drain cleaning
- g. Administrative measure to restrict the movement of stray animals on the Grand Road
- h. The bill towards O&M cost shall be paid within 15 days after receipt of bills from the operator.
- i. PMU shall provide right of way and disposal site for collection, transportation and disposal of solid waste/ drain silt/ muck cleared from the drains on both side of the Grand road and the main drain connecting Grand road to DhobaSahi/ Bankimuhan, as per norms of MSW rules 2016.
- j. Any type of conservancy complaints other than the scope of works and services (Le Grand road from Lord Jagannath Temple office to Sri Gundicha Temple), shall have to be attended by PMU.
- k. PMU shall be responsible for the environmental compliances under the MSW (SWM Rules 2016), at the disposal site.

- l. PMU needs to provide an enabling environment by removing encroachments for better cleaning activity. In this case PMU shall have to deploy its own excavator & tipper to clear the debris.
- m. PMU shall provide necessary prior information regarding visit of VIP/VVIP well in advance to the Operator for preparations thereof.
- n. PMU shall arrange special entry pass/gate pass to Staff/Vehicles of the Operator to carry out cleaning operations. If operator's staffs are not allowed at any sacred/restricted premises/surrounding, the operator shall immediately brought to the notice of the PMU.
- o. PMU shall be solely responsible for obtaining and providing to the operator, the permission(s) from the competent department/ authority for all statutory clearances and permissions for performing the Scope of Work and Services Including but not limited to any clearances / approvals required from Archaeological Survey of India, Shree Jagannath Temple Administration, Odisha State 1 Pollution Control Board/Central Pollution Control Board/ Govt. Departments etc. .
- p. During removal of RCC/PCC/stone slabs over the drain structure, if any such slabs got damaged, the same will be repaired/replaced by the PMU.
- q. PMU shall provide right of way and disposal site for collection, transportation disposal of waste within a range of 10 KM.
- r. PMU shall provide information regarding any festivals (a festival calendar providing duration of each festival and approximate daily population influx) before starting the operation and maintenance activity.
- s. PMU shall provide all administrative support including deputation of police personnel as per requirement during operation and maintenance period.
- t. PMU shall provide necessary administrative support in controlling and handling the situations arising out of public agitation/security issues during cleaning operation along the Grand Road from Lord Jagannath Temple Road to Sri Gundicha Temple.

Exclusions for the Operator:

The Operator shall not be responsible for performing/carrying out the following services.

- a. Cleaning of inside the Temple premises.
- b. Cleaning of any drain or road side drain other than road side drain of Grand Road and Dhobasahi Drain from Grand Road junction to Bankimuhan entrance.
- c. Administrative measures to drive out or restrict the movement of stray animals on the Grand Road.
- d. Sacred Areas and Surroundings where cleaning persons are not allowed shall be attended by PMU.
- e. Removal of Encroachment and replacement of property damaged during encroachment.
- f. Removal of tapping of sewer line in storm water drain
- g. Disposal site for dumping of MSW to be provided by client.
- h. Cleaning of Premises of any government office/private office/business firms.
- i. Waste handling of slaughter house and fish market.
- j. Collection and disposal of bio-medical waste.
- k. Provision of litter bins to any individual/hostellers/business firms/ apartment dwellers.

CHAPTER-3

CONDITIONS OF CONTRACT

3.1. 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 at Puri only.

3.2. Headings:

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

3.3. Effectiveness of Contract:

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

3.4. Commencement of Services:

The operator shall begin carrying out the services, **within 1 months of signing of contract**. The Employer shall hand over the service area (zone under reference) or part of it, as and when the operator demonstrates its preparedness to deliver the service, but no later than the stipulated 1 months for the entire service area.

3.5. Service responsiveness:

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

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

3.6. Service Period

The operator shall be appointed for Collection & Transportation of Municipal Solid Waste in the **Grand Road, Puri from Lord Jagannath Temple office to Sri Gundicha Temple** Project for period of **3 (Three) years** from the effective date. The service shall be provided for all the seven days of a week. The period of the contract may be extended for further period of maximum 2 years as per the mutual understanding of both the Employer and the Operator subject to satisfactory performance.

3.7 Service Area

The service area shall be the geographical boundary of the zone consisting of current service area listed At **Annexure 1**. The geographical boundary of the service area shall not change even if the zone 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.

1.8. Service Standard

The services shall be provided by the operator, as per the recommendation of MSW Rules-2016 and provisions of the agreement.

1.5. Modification:

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

1.10 Accessibility to Employer

The employer shall have access to all the records, instruments of the operator in respect of the service under reference in this contract

3.11. Client Coordination

The employer shall appoint a nodal officer to oversee the assignment, certify bills, co-ordinate with the operator and to address issues associated with the service assignment.

3.12 Contract Management Meeting

Contract management meetings and/or review meetings shall be held during 1st week of every month to review the service status and address any issues/bottlenecks relating to the contract.

3.13 Mobilisation Advance

No Mobilization advance shall be given to the operator.

3.14. Sufficiency of Deployment

a. The operator shall ensure adequate deployment of equipment, vehicle, twin bins, accessories, tools & tackles, manpower, grievance redressal mechanism for proper, 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 employer. 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 employer, as

per field requirement to enhance the service efficiency.

3. 15. Employer's Support

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

1. Provide all information available with employer pertaining to the assignment.

2. Official support for coordination/communication with other line departments and service providers

3. The operator can use any vehicles of PMU depending upon the availability on hire basis as per the following rates. Further required vehicles for transportation of solid waste other than those to be supplied by the employer, shall be arranged by the bidder as required for the project.

Minor repairs during the course of operation, if any required for the vehicles supplied by the employer shall be done by the bidder at his own cost.

4. Hiring charges

❖ Tractors (without driver and POL) = Rs.500.00 per day

❖ Back hoe Excavator-cum loader = Rs.800.00 per hour

❖ Auto Tipper Dumper placer(TATA XENON)(without driver and POL)= Rs.300.00 per day

❖ Mechanical Road Sweeper (without driver and POL)= Rs.1200.00 per hour

The hiring rate is changeable in basing on market price and MVI report of Puri Municipality.

3.16 Subletting

Subletting of work in part or full is not at all permitted.

3.17. Deficiency in Service

Since SWM service is essential in nature and needs immediate attention, the employer can intervene at any point of time in the greater public interest. In case the employer observes deficiency in service as listed in TOR and/or noncompliance to employer instructions, the employer reserves the right to Intervene in the matter to remedy the deficiency at the cost of the operator to be recovered from his monthly bill or other dues and

1. 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.

2. Supplement equipment and manpower at the cost of the operator to be recovered from their running bill or other dues

3. Redress any complaint consequent to failure of redressal by the operator, at the at the cost of the operator to be recovered from his running bill or other dues.

4. Terminate the contract as per the provision of the contract.

5. Failure of the operator to act upon the instruction 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 contractor applicable rules.

3.18. Penalty

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

In case the operator underachieves the targets specified in the service delivery performance criteria detailed at chapter 2, the employer shall impose penalty as detailed below, to be recovered from each monthly bill.

Parameter Description	Minimum Achievement Target	Non-compliance penalty
Door to Door Collection through compartmentalised waste collecting vehicles	90% Household level coverage (Door to Door)	1% of monthly bill for every 10% short fall for 1 st month
		1.5% of monthly bill for every 10% short fall for 2 nd month
		2% of monthly bill for every 10% short fall for 3 rd month onwards
Waste collection and transportation	90% collection efficiency	1% of monthly bill for every 10% short fall for 1 st month
		1.5% of monthly bill for every 10% short fall for 2 nd month
		2% of monthly bill for every 10% short fall for 3 rd month onwards
	95% twin bins should not overflow	0.5% of monthly bill for every 10% short fall
Street Sweeping	90% coverage	1 % of monthly bill for every 10% short fall
Drain Cleaning	90% coverage	1 % of monthly bill for every 10% short fall
Complaint Redressal	100% within 24 hrs	0.5 % of monthly bill for every 10% short fall

The employer 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 employer. In such an event the nodal officer shall place his report to the Executive Officer for his decision. The quantum of waiver shall be at the sole discretion of the Executive Officer.

In case of disagreement by the operator on the penalty quantum, he will be provided an opportunity to place his representation with the Executive Officer, PMU whose decision shall be final and binding on the operator.

3.19 Termination of Contract

3.19.1 By the employer:

The employer may give not less than thirty (30) days 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) through (e) below to terminate this contract.

a) If the operator under achieves any item of service delivery performance criteria specified at Chapter 2 by less than 50% of the target, for a consecutive period of 2 months.

b) If the operator fails to achieve any item of performance criteria target specified at chapter 2 for a continuous period of 3 months

c) 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.

d) 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 debtors or go into liquidation or receivership whether compulsory or voluntary:

e) If the operator submits to the employer a false statement which has a material effect on the rights, obligations or interests of the employer and which the operator knowingly raised.

f) 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;

3.19.2 By the Operator:

The operator may, by giving not less than thirty (30) days written notice to the employer, 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 employer fails to make any payment for consecutive three certified bills.

b) If, as a result of Force Majeure, the operator are unable to perform a material portion of the services for a period of not less than sixty (60) days.

3.20 Forfeiture of Performance Security

a. The performance security may be forfeited, if the bidder does not start operations as per provisions of TOR within stipulated **1 Months** from the **effective date** or any such date allowed by the employer.

b. 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 employer shall, without prejudice to its other rights and remedies herein or as per the Applicable Law, be entitled to call in, retain and forfeit the performance Security.

3.21 Refund of Performance Security

The Performance Security will be returned to the operator within three months of completion of contract period. The Performance Security shall not bear any interest.
Contract period.

3.22 Site Clearance

The operator shall clear all the hardware & installations from the service area within 15 days of completion of contract period after which the employer has the option of disposing off the hardware or levy rental and/or impose penalty for unauthorized occupation of space by the operator or his installations.

3.23 Contract Price

- A. 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 equipments, machines, vehicles, staffs, establishment, maintenance and repairs, spares and consumables, fuel & lubricants, setting up of office, control room, monitoring & tracking instruments, compliant redress, EPF, ESI and any other expenses required for efficient, effective and successful delivery of service. The Contract Price shall also include all duties, taxes, cess, and royalties that may be levied in accordance to the laws and regulation in force on the operators equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the operations to be performed under the Contract. 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.
- B. Service tax if applicable shall be paid by the operator which can be reimbursed by the employer on demand after submission of definite proof of service tax deposit receipts. The annual contract price shall remain firm irrespective of interim change in the input costs.
- C. The operator shall pay Taxes on all payments made to him under the Contract. The operator shall pay the Taxes directly to the Government of Orissa and to the Government of India or to the concerned department. PMU shall not take any responsibility for any kind of Tax payment to the Government or Quasi-Government bodies at any point of time, other than those required to be deducted at source before the payments are made to the operator under any law & those to the PMU. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

3.24. Scope of revision of contract value

PMU will only consider revision of contract value for implementing the notification of Labour Commissioner, Govt of Odisha relating to enhancement of VDA of workers from time to time so as to ensure payment of minimum wages to the workers. The amount of service charge will be revised accordingly without changing the percentage as quoted by the bidder. In no case, escalation of rate of other items/parameters will be considered during the contract period.

3.25. Deductions

- A. **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 employer
- B. Amount of penalty imposed by the nodal officer based on the performance criteria
- C. Hire charges of the vehicles/machineries supplied by the employer on the terms agreed upon.
- D. Any other recovery or withheld recommended by the nodal officer

3.26. Proof of Tax payment

The operator shall provide documentary evidence of payment of all statutory taxes applicable, filled with competent authority as and when required by the employer failing which the authority reserves the right to withhold reasonable amount from the monthly bill till submission of these documents.

3.27. Payment

All measurements for the purpose of payment shall be made as per actual work done and achievement against service level benchmark. The operator shall submit monthly bill, as per the agreed price, by 7th of next month, to the employer after which the employer 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 PoA holder.
2. The bill towards O & M cost shall be paid within 15 days after receipt of bills from the operator.
3. After receiving the bill, the authorized nodal officer will verify and certify the same for further release of payment.
4. For excavation, collection & transportation of drain silt, sand, earth, muck, silt, debris, construction & demolition waste the details statement for transportation quantity along with copy of performance certificate slip issued by Officer in Charge of PMU and performance evaluation sheet as per agreed format shall be submitted by the operator.
5. All corrections in the bill consequent to scrutiny have to be initiated by the operator through the its authorized person only.
6. The nodal officer shall certify regarding correctness and authenticity of the quantity certified in the bill
7. The nodal officer shall enclose a list of deficiency in service and compute the penalty to be imposed including the cost of 3rd party/PMU service if any.
8. Recovery of penalty imposed by the nodal officer based on the performance criteria.
9. Any other recovery or withheld recommended by the nodal officer
10. TDS as applicable by statute
11. 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.
12. In case there is delay in processing the bill due to unavoidable circumstances, then the employer shall release advance payment up to 80% of the bill amount.

3.28. Operation of the Contract:

a. 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. 6. 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.

3.29. Settlement of Disputes:

a. 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, Executive Officer, PMU and Chairperson, PMU. The decision of the committee should be honoured by all parties in good faith.

b. 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 at Puri only.

c. 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 employer shall continue to make payments as per their contractual obligation during the dispute settlement process

3.30. 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 a party's performance of its obligations impossible or impractical as reasonable to be considered impossible in the circumstances.

3.30.1 Any of the following events which are 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 employer/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.

3.30 2 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
- 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 employees, nor hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

3.31 Miscellaneous

- a. The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at Puri shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process.
- b. The PMU in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to suspend and/or cancel the Tender Process and/or amend and/or supplement the Tender Process or modify the dots or other terms and conditions relating thereto;
- c. It shall be deemed that by submitting the Bid Document, the Applicant agree and releases PMU, 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 waves any and all rights

and/or claims it may have in this respect, whether actual or contingent, whether present or future.

- d. The agency shall indemnify the PMU against any claim, losses, damages concerning to the Workers/employees during the contract period.
- e. The agency shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
- f. In case, the agency fails to comply with any liability under appropriate law, and as a result thereof, the PMU is put to any loss/obligation monetary or otherwise, the PMU will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- g. The PMU shall not be responsible for any financial loss or any injury to the vehicles or any person deployed by the agency during the course of their performing the functions/duties, or for payment towards any compensation.

Schedules

Schedule 1-Covering Letter

Schedule 2-Power of Attorney

Schedule 3-Affidavit

Schedule 4-Bidder's detail

Schedule 5-Experience in Similar Nature of Work

Schedule 6-Approach & Methodology

Schedule 7-Bank Guarantee Format for Performance Security

Cover Letter

Ref:

Dated: _____

To**The Executive Officer
Puri Municipality****Sub: Selection of Agency for Collection and Transportation of Municipal Solid Waste at Grand Road, Puri from Sri Jagannath Temple office to Sri Gundicha Temple and Cleaning of Cross and Road side Drains at Grand Road.**

Dear Sir,

With reference to your RFP No. _____ dated _____, we, having examined the bid document and understood its contents, hereby submit our bid for the aforesaid Project.

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 PMU any additional information it may find necessary or require to supplement or authenticate the Bid Document.
4. We acknowledge the right of PMU 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 PMU.
 - 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 PMU of the same immediately.
8. 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 PMU in connection with Bid Process, in respect of the above mentioned Assignment and the terms and implementation thereof.
9. We have studied the entire 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 PMU or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of Assignment.
10. We agree to keep this offer valid for 180 days from the Bid Document Due Date specified in the RFP.
11. 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.

Date:

Place:

Yours faithfully,
(Signature of the POA)

POWER OF ATTORNEY
Schedule 2
(On Non Judicial 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 ofas Our attorney, to do in our name and on our behalf,

1. 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 Municipal Solid Waste at Grand Road, Puri from Sri Jagannath Temple office to Sri Gundicha Temple and Cleaning of Cross and Road side Drains at Grand Road** in Puri Municipality including signing of bid documents, all supporting documents, letters and providing information/responses to PMU in all matters in connection with our bid for the said Assignment and signing of contract in the event of selection.
2. To apply for, obtain and renew all licenses, permits, registrations etc. that is necessary for on the said business. carrying
3. 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
- 2.

(Bidder with Name & Designation)

Note:

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 Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

**AFFIDAVIT
(In Non-Judicial Stamp Paper)**

I/We _____ (name & address of bidder(s)) do hereby certify, affirm and undertake as follows 1. That all information furnished is true and agree that my/our Bid shall be rejected if I/we am/ are found to have misled or made false representation in the form of any of the documents, Schedules or Supplementary information and/or statements submitted in proof of the eligibility and qualification requirements or if I/We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and/or has/have participated in previous Bidding for the same work/s and had quoted unreasonable high tender premium. In addition I/we shall be blacklisted and the work be taken over invoking relevant clause of the conditions of contract and conditions of particular application.

2. That we will be disqualified for bidding further services with PMU or in the H&UD Department if I/We withdraw my/our Bid without a valid reason (to be decided by the Authority competent to accept this Bid).

3. That no criminal cases are pending against me/us partners at the time of submitting the Bid.

4. That my/our Bid shall be rejected if any criminal cases are pending against me/us/partners of the firm at the time of submitting the Bid.

5. That if the history of litigation, criminal cases pending against me/us/Partners furnished by me/us is false, I/We will agree by the action taken by the employer without approaching any court whatsoever for redress. However, I/We shall be given suitable opportunity to offer my/our explanation before action is taken against me/us.

6. That all the addenda issued by the employer have been received by me/us and incorporated in my/ our Bid.

7. That no near relatives is working with the employer.

8. That we will keep accurate and system of accounts, records and furnish the same (including that of associates) and agree to reimburse to employer any excess amount claimed by me / us over and above my/our entitlement as per relevant clause of the contract.

Dated this... .. day of... ..2023.

Signature of... .. in the capacity of duly authorized to sign the Bid for and on behalf of... ..

(Signature of POA)

Signature of Witness:

Name of Witness:

Address of Witness:

Information on Bidder(s)**Schedule 4**

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), in India: (d) Date of incorporation and/or commencement of business (Please provide documentary evidence of incorporation): (e) Category wise no. of employees with different SBUS

2. Brief description of the organization including details of its main lines of business

3. Details of individual(s) who will serve as the point of contact/communication:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone number:
(f) E-Mail Address:
(g) Fax number:

4. Particulars of the authorized signatory of the organization:
(a) Name:
(b) Designation:
(c) Address:
(d) Phone number:
(e) Fax number: (f) E-mail address:

5. The following information shall also be provided by Bidder:
Name of Bidder:

No.	Criteria	Yes	No
1	Has the Bidder/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 subsist as on the date of Bid?		

Schedule-5

Bidder's Experience

- 1 Name of Project
- 2 Name, Address & Contact number of employer
- 3 Name of executants undertaken the project
- 4 Scope of Work
- 5 Project Cost per annum.
- 6 Average Waste Handling Capacity
/Project size
- 7 Bidders role in the project
- 8 Mode of Execution
- 9 Contact Period
- 10 Date of award
- 11 No. of months of Operation & Management
- 12 No. of Households covered/
Actual Average tonnage of MSW handled per day, during each financial year
- 13 Actual Average tonnage of MSW handled per day. during each financial year
- 14 Street sweeping (Mechanical/Manual) covered/not covered
- 15 Litigations with the employer, if any

- 16 Details of the Technical and Managerial staff engaged
- 17 Number of Staff employed in the project (during each financial year)
- 18 % Equity shareholding in the project
- 19 Name, address, contact numbers

19 of employer (ULB / any other: authority)
- 20 Remarks/Other Details

Date:

Place:

Rubber Seal of the Bidder/

(Signature of the Authorized Signatory)

(Name and designation)

In the capacity of _____ (position) duly authorized to sign this Proposal for and behalf of _____ (Name of Bidder)

(Address)Firm's

Name: _____

Note:

Provide credential certificates in support of the experience from authority not below the rank of Executive Engineer/Municipal Engineer/General Manager/Health Officer.

PMU has the option to get in touch with the contact persons provided in the data sheet for feedback and

Confirmation.

Schedule 6

Approach & Methodology

The implementation Plan shall comprise:

1. Proposed Strategy

- a. Process management diagrams for undertaking activities mentioned in the TOR
- b. Proposed plan for communicating with the Client staff
- c. Mechanism for collection and transportation of MSW
- d. Agency shall be required to submit a chart setting out the process flow for the activities envisaged.

2. Daily Time Schedule for carrying out and completion of various activities for all category of waste, mentioned in the scope of work

- a. Sweeping & cleaning of Grand Road, Puri from Lord Jagannath Temple office to Sri Gundicha Temple
- b. Waste Collection from various generators through compartmentalised waste collection vehicle
- c. Street Sweeping and drain cleaning operations
- d. Waste Transportation to designate site as directed by Puri Municipality
- e. Lifting of debris, silt removed from drain

Activity	Start Time	Completion Time
Bidder shall list out every activity to be carried out		

3. Infrastructure (tools, equipment and vehicles) to be provided for execution of the Project. (Please refer the ToR for indicative item requirements)

Sl. No.	Equipment/Implement	Number

Sl.No.	Vehicle Type	Number			Capacity in terms of Volume
		Owner	Leased	Total	

--	--	--	--	--	--

4. Consultation meets to be initiated

a. Number of meetings envisaged

c. Mode of conducting meeting (grouping, area selection, frequency etc.)

5. Mechanism for Grievance Redressal

6. Manpower Deployment

Sl. No.	Staffing Aspect	Details
1	Total number of people to be employed**	
2	Type of Staffs	
3	Operational Staff	
4	Supervisory Staff	
5	Any other	

* Preference to be given to local people for engagement in categories of man power deployment.

** Describing role & activities to be performed by each staff

7. Monitoring & Tracking mechanism proposed

8. Mechanism for addressing any emergency situation

9. Project Finance plan

Seal of the Bidder

Signatory)

(Signature of the Authorized

(Name and Designation)

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The Executive Officer,
Puri Municipality.

WHEREAS.....(Name and Address of the Operator) (hereinafter called "the operator") has undertaken, in pursuance of contract No.dated.for collection & transportation of Municipal Solid Waste at Grand Road from Jagannath Temple office to Sri Gundicha Temple office and cleaning of Cross and Road Side Drains at Grand Road in Puri Municipality (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the operator shall furnish you with a bank guarantee from a nationalized / scheduled bank for the sum of specified therein as performance guarantee for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the operator such a bank guarantee.

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the operator up to a total of..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the operator to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the operator before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the operator shall in any way release as from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the.....Day of....., 20.....

(Signature of the Authorized Officer of the Bank)
.....

Name and Designation of the Officer
.....
.....

Seal, Name & address of the Bank and Address of the

Branch

PART-II

PRICE BID

Form-1: Price Bid
Price Bid Submission Form

[Location, Date]

To

The Executive Officer

Puri Municipality

Dear Sir,

We, the undersigned, offer to provide the SWM services for cleaning of Grand Road, Collection and Transportation of Municipal Solid Waste from Lord Jagannath Temple office to Sri Gundicha office and Cleaning of 2 nos of Cross Drains and Road side Drains along the Grand Road in accordance with your RFP No. _____ dated _____. Our attached Price bids are for the sum of [Rupees _____ Rs. _____. These amount are inclusive of the applicable taxes, duties, cess and royalty.

Our Financial offer shall be firm & binding upon us subject to the modifications resulting out of Contract negotiations, up to expiration of the validity period of the bid or extension thereof. No fees, gratuities, rebates, gifts, commissions or other payments have been given to or received from anybody in connection with this Proposal.

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

We remain,

Yours sincerely.

Authorized Signature [In full and initials]

Name and Title of Signatory: Name of Firm:

Address:

NOTE:

1. Amounts must tally with the ones indicated in Form 2. In case of discrepancy amount mentioned in Form-2 shall prevail.

2. The bid shall be decided in terms of the lowest rate quoted for item No. A of Form-2 by the prospective bidders although the rate quoted by the L1 bidder for Item no. B & C of Form-2 is higher in comparison to the rates quoted by other bidders. The LI Bidder for Item No. A shall be called for negotiation for reduction of rates in case of Scope B & C with respect to L1 of these categories thereafter to finalize the bid if it is otherwise acceptable.

3. The Areas to be covered for Collection and Transportation of MSW are:

- a. Grand Road 1,60,000sq mtr (approx.).
- b. Underground cross drain =100 metres (approx)
- c. Road side drain cleaning (Grand Road & Dhobasahi drain)- 8.5km (approx.)

Form-2:(Summary of Costs)

Schedule of Rates

Item /Scope No	Name of Work	Quantity	Amount including all taxes (per annum)	Remarks
A	a. Cleaning of the Grand Road (Manual and mechanical sweeping including collection, transportation of road sweeping materials) b. Collection and Transportation of segregate waste to wealth centres (Regular activities)	1. Manpower-		Detail breakup with rate to be given separately for better understanding
		2. Vehicle to be engaged -		
		3. Logistics-		
		4. Mechanical sweeping-		
		5. Miscellaneous		
		6. Service Charges (Minimum 3% to Maximum 7%)-		
		Total		
B	De-silting of drains along both side of Grand Road & the Dhobasahi drain from Badasankha to Bankimuhan including lifting of sludge to designated place (ONCE IN A YEAR)	1. Manpower-		Detail breakup with rate to be given separately for better understanding
		2. Vehicle to be engaged -		
		3. Logistics-		
		4. Miscellaneous		
		5. Service Charges (Minimum 3% to Maximum 7%)-		
		Total		
C	De-silting of Cross drains at Hospital Square and Badasankha (ONCE IN A YEAR)	1. Manpower-		Detail breakup with rate to be given separately for better understanding
		2. Vehicle to be engaged -		
		3. Logistics-		
		4. Miscellaneous		
		5. Service Charges (Minimum 3% to Maximum 7%)-		
		Total		
	Grand Total (A+B+C)			

NOTE: Rates must be submitted in the above prescribed Proforma of bid document. Rates submitted in any other format shall be out rightly rejected. Price for manpower to be quoted taking into account the minimum wages declared by Labour Commissioner, Odisha.

Rubber Seal of the Bidder/
Signatory)

(Signature of the Authorized

(Name and designation)

ANNEXURES

Annexure 1- Total Service Area of Grand Road Puri from Lord Jagannath Temple office to Sri Gundicha Temple

Total Service Area



ZONE-2

ZONE-3

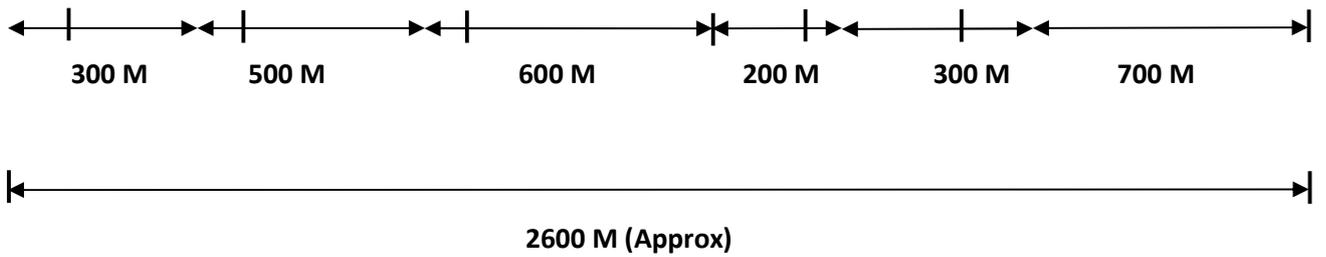
ZONE-4

ZONE-5

ZONE-6

ZONE-7

SJTA office to Marichikot Square	Marichikot Square to Market Square	Market Square to Balagandi Square	Balagandi Square to Hospital Square	Hospital Square to Badasankha Square	Badasankha Square to Gundicha Temple
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All the distances are in meters