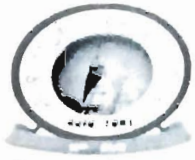




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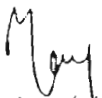

OFFICE OF THE PURI MUNICIPALITY, PURI

Letter No. 1758 Dated. 26.02.24

TENDER CALL NOTICE FOR SELECTION OF AGENCY FOR "CLEANING, COLLECTION, SEGREGATION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AT SEA BEACH FROM PINK HOUSE TO STERLING RESORT (EXCEPT NILADRI BEACH AND BLUE FLAG BEACH), PURI & MANUAL SWEEPING, COLLECTION AND TRANSPORTATION OF SOLID WASTE FROM MAIN ROAD, FOOTHPATH, AND PATHWAY (SEA BEACH SIDE) FROM HARIHAR SQAURE TO HANS COCOPALM HOTEL.

Puri Municipality invites Request for Proposal (RFP) for selection of agency for "Cleaning, Collection, Segregation & Transportation of Municipal Solid Waste at Sea Beach from Pink house to Sterling Resort (Except Niladri Beach and Blue Flag Beach), Puri & Manual Sweeping, Collection and Transportation of Solid Waste from Main Road, Footpath and Pathway (Sea Beach Side) From Harihar Sqaure to Hans Cocopalml Hotel, Puri. The details terms & conditions can be downloaded from the website www.purimunicipality.in. The detail Technical & Financial proposal in conformity with the terms and conditions of the RFP documents shall be submitted to the office of the Executive Officer, Puri Municipality, Puri on or before 12.03.24 at 05 PM through speed post/Registered Post only. The Technical bids will be opened on 13.03.24 at 11:00 AM 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 1759 / Date 26.02.24

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


Executive Officer
Puri Municipality, Puri


Memo No 1760 / Date 26.02.24.

Copy to office Notice Board/Head Asst./Gen & Misc. section, Puri Municipality, Puri for information and necessary action. General Section should take steps to publish in two local Oriya newspaper and One English newspaper for one day on or before 27.02.24.

Executive officer,
Puri Municipality, Puri

Memo No 1761 / Date 26.02.24

Copy along with copy of DTCN to the District Informatic Officer & National Information Center, 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,
Puri Municipality, Puri

Memo No 1762 / Date 26.02.24

Copy along with copy of DTCN to the Addl. Executive Officer (Finance), Zilla Parisada, Puri/Municipal Engineer/Addl. Executive Officer/Health officer, Puri Municipality, Puri for information and necessary action. They are requested to attend during the tender opening on 13.03.24 at 11 A.M, being the purchase committee member.

Executive officer,
Puri Municipality, Puri

(49)

**Cleaning, Collection, Segregation &
Transportation of Municipal
Solid Waste at Sea Beach From
Pink House to Sterling Resort
(Except Niladri beach & Blue Flag
Beach), Puri**

&

**Manual Sweeping, Collection and
Transportation of Solid waste from
Main Road, footpath, and pathway
(sea beach side) From Harihara
Square to Hans coco Palm Hotel**

BID DOCUMENT

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

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REQUEST FOR PROPOSAL FOR SELECTION OF AN AGENCY FOR CLEANING, COLLECTION, SEGREGATION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AT SEA BEACH FROM PINK HOUSE TO STERLING RESORT (EXCEPT NILADRI BEACH & BLUE FLAG BEACH), PURI & MANUAL SWEEPING, COLLECTION AND TRANSPORTATION OF SOLID WASTE FROM MAIN ROAD, FOOTPATH, AND PATHWAY(SEA BEACH SIDE) FROM HARIHARA SQUARE TO HANS COCO PALM HOTEL

LETTER inviting RFP No. 1758, Dated 26.03.24

- 1 Puri Municipality invites sealed proposal in conformity with RFP documents in Two Bid System (Part I: Technical Bid and Part II: Price Bid) from experienced, financially sound Company/Trust/ Society/ NGO/ Government owned entity registered under relevant statute to be selected as agency for " cleaning, collection, segregation & transportation of municipal solid waste at sea beach from pink house to sterling resort (except Niladri beach Blue flag beach), Puri & manual sweeping, collection and transportation of solid waste from main road, footpath(along main road), and pathway(along sea beach) from Harihara square to Hans coco palm hotel " under Puri Municipality. The work details on the services to be carried out by the prospective Operator are provided in the Terms of Reference (TOR) in the RFP document.

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 an agency for cleaning, collection, segregation & transportation of municipal solid waste at sea beach from pink house to sterling resort (except Niladri beach & Blue flag beach), Puri & manual sweeping, collection and transportation of solid waste from main road, footpath and pathway(sea beach side) from harihara square to hans coco palm hotel	3 (Three) Years	5,000/-	Rs. 5,00,000/-	Up to 5:00 PM Of Dt. 12.03.24

1 The Bid documents (RFP) can be downloaded from the website www.purimhud@nic.in bearing Rs. 5,000.00 (Rupees Five 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 Operators (ITB).

3 The filled up bid document will be received up to 5:00 PM on Dt. 12.3.24 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. 13.3.24 in presence of the Operator or their authorized representatives only in the Office of the Puri Municipality. The opening of Price Bid will be intimated subsequently to the Operator 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 Operator 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
26/2/24


Memo No. 1759 /Dt. 26.02.24

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
26/2/24

Memo No. 1760 /Dt. 26.02.24

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


Executive Officer
Puri Municipality, Puri
26/2/24

(15)

INFORMATION TO OPERATOR (ITB)

NAME OF THE WORK: FOR CLEANING, COLLECTION, SEGREGATION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AT SIA BEACH FROM PINK HOUSE TO SHERRING RESORT (EXCEPT NIADRI BEACH & BLUE FLAG BEACH), PURI & MANUAL SWEEPING, COLLECTION AND TRANSPORTATION OF SOLID WASTE FROM MAIN ROAD, FOOTPATH AND PATHWAY(SIA BEACH SIDE) FROM HARIHARA SQUARE TO HANS COCO PALM HOTEL

I.M.D: Rs. 5,00,000/ (Rupees Five Lakhs Only)

AGENCY: AS PER ELIGIBILITY CRITERIA

PERIOD OF CONTRACT: 3 (Three) YEARS & Extendable for another 2 years at same terms and conditions on satisfactory completion of work by the executant.

COST OF BID DOCUMENT: Rs. 5,000.00 (Rupees Five Thousand Only)

LAST DATE & TIME OF RECEIPT UP TO 5.00 PM OF Dt. 12.03.24

OF FILLED UP BID DOCUMENT

PLACE OF OPENING OF BIDS OFFICE OF PURI MUNICIPALITY

DATE & TIME OF OPENING OF TECHNICAL BID AT 11.30 A.M OF DT. 13.03.24

EXPECTED DATE OF IMPLEMENTATION OF THE PROJECT DT. 02.4.24

CA

CHAPTER-1 INSTRUCTION TO OPERATOR

A. GENERAL

1.1 Definitions:

- a) "Employer" means the Puri Municipality, represented by its Executive Officer or his authorized representative.
- b) "Operator" 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 Operator.
- 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 Operator and is the document which provides Operator all information needed to prepare their proposals.
- g) "Personnel" means professionals and support staff provided by the Operator 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 Operator / service provider pursuant to the Contract. Project and service are interchangeably used in this document.
- 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 **41140 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 sea beach from pink house to sterling resort (except niladri beach blue flag beach), puri & main road, footpath(along main road), and pathway(along sea beach) from harihara square to hans coco palm hotel are to be privatized. About 30% of the total waste is generated in the stretch of the sea beach from pink house to sterling resort (except niladri beach blue flag beach), puri & main road, footpath(along main road), and pathway(along sea beach) from harihara square to hans coco palm hotel.

With the objective of providing improved sanitation services to the citizens, PMU with support of Tourism Department Govt. of Odisha 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 sea beach from pink house to sterling resort (except niladri beach & blue flag beach), puri along with main road, footpath and pathway(sea beach side) from harihara square to hans coco palm hotel in the Puri Municipality.

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 Cleaning, Collection, storage & transportation of MSW at sea beach from pink house to sterling resort (except niladri beach blue flag beach) and manual sweeping, collection and transportation of solid waste from main road, footpath and pathway(sea beach side) from harihara square to hans coco palm hotel, in accordance with the applicable laws including Municipal Solid Waste (Management and Handling) Rules, 2016, GARIMA 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 specific period of maximum 2 years 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, in accordance with provisions made under MSW Rules-2016.

1.6. Site visit and Due diligence by Operator

1.6.1 Operator 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 Operator 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 and **Rs. 5,000.00 (Rupees Five 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.purimunicipality.nic.in
Cost of Bid Document	Rs. 5,000.00 (Rupees Five Thousand) only which is non- refundable.
Earnest Money Deposit	Rs. 5,00,000.00/- (Rupees Five Lakhs) Only
Last date of Receipt of filled up Bid Document	Up to 05:00 PM of Dt. 12.03.24
Date & Time of Opening of Technical Bid	At 11.00 AM of Dt. 13.03.24
Date & Time of Opening of Price Bid	Will be communicated to responsive & qualified Operators.

Note: For any queries relating to bid documents, the interested agencies may send their queries the above official Email Id of Puri Municipality i.e. purim.hud@nic.in/purim.hud@gmail.com.

1.10. Communications

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

Address for Communication:

ATTN OF:	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, COLLECTION, SEGREGATION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AT SEA BEACH FROM PINK HOUSE TO STERLING RESORT (EXCEPT NILADRI BEACH & BLUE FLAG BEACH), PURI & MANUAL SWEEPING, COLLECTION AND TRANSPORTATION OF SOLID WASTE FROM MAIN ROAD, FOOTPATH AND PATHWAY(SEA BEACH SIDE) FROM HARIHARA SQUARE TO HANS COCO PALM HOTEL"

1.11 Eligibility

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

Technical Eligibility Criteria

- a) The Operator may be a Company/ Trust/ Society/ NGO/ Government Owned Entity registered under relevant statute and in operation for at least 5 years.
- b) Operators should have experience of all activities i.e street sweeping (Manual), Sea beach cleaning (Manual/Mechanical), Collection and transportation of segregated MSW in any one contract for at least three years during the last 5 years in any town/city or part of the city of Odisha.
- c) The experience certificate must have been issued by the competent authority.
- d) The Operator should score at least 70 marks in the technical evaluation.
- e) The Operator should have valid Labour License, EPF and ESI registration for at least 100 persons.
- f) The Operator should have a valid PAN and GST registration certificate.
- g) The Operators shall produce proof of vehicles available with them either in favour of their ownership or a valid agreement with hiring agency along with required documents of vehicles engaged or available.

Financial Eligibility Criteria

- a) The Operator should have average annual turnover of more than **Rs.5.00 Crores (Rupees Five Crores Only) in any two years during last 3 years and out of which, at least 3 crore from Sanitation sector.** The Operator has to provide audited financial report and auditor's certificate in support of the turnover.
- b) The Operator 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 **5.00 Crores (Rupees Five Crores Only)** to be furnished which must have been issued by the competent authority.
- d) The Operator 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 Operator.
- e) The Operator 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 Operator at the time of submitting the bid, then the bid shall be summarily rejected. The Operator 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 Operator qualifies in technical & financial criteria, his bid shall be summarily rejected

if the Operator 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 Operator 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 Operator
- 5 Labour license, L PF & ESI registration copy for at least 100 persons
- 6 Audited P/L & B/S in support of financial eligibility criteria
 - 7 Brief organizational structure and profile of the Operator
- 8 Power of attorney as per schedule 2
- 9 Affidavit as per schedule 3
- 10 Operators 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, 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:

The POA should be duly notarized and all other documents shall be self-attested 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 Operator 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.purimunicipality.nic.in

1.17.2. The Operator 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 Operator's own risk

1.17.3 The bank draft towards the cost of Bid document 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 Operators, modify the bid documents by issuing an Addendum. Such addenda will be binding upon all Operators

1.18.2 In order to afford prospective Operators 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 Operator 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 Operator shall be written in English language.

1.22.2 In preparing the proposal, the Operator 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 Operators 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 Operators 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 Operator 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 Operator to extend the validity period of the proposal.

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

1.24.3 A Operator 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 Operator 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 Operator 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 Operator 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 Operator shall furnish **Earnest Money Deposit (EMD)** for an amount of **Rs.5,00,000/- (Rupees Five 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. In case of MSME/NSIC firms exemption of EMD will be allowed, but no exemption will be allowed on Tender Paper Fee.

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

1.26.3. The earnest money deposited by the Operators 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 Operator fails to sign the agreement for whatever reason, a Operator 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 Operator/ power of Attorney holder on behalf of the Operator 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 Operator, in which case all such corrections shall be initialled by the person signing the Bid.

1.27.3 No alteration made by the Operator 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 Operator, 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., dt.....

c. Name of Work: " **CLEANING, COLLECTION, SEGRGATION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AT SEA BEACH FROM PINK HOUSE TO STERLING RESORT (EXCEPT NILADRI BEACH &**

BLUE FLAG BEACH), PURI & MANUAL SWEEPING, COLLECTION AND TRANSPORTATION OF SOLID WASTE FROM MAIN ROAD, FOOTPATH AND PATHWAY(SEA BEACH SIDE) FROM HARIHARA SQUARE TO HANS COCO PALM HOTEL"

d Name & Address of the Operator.,

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

a. PRICE BID

b RFP No. 1758 dt. 26.02.24

c Name of Work "DOCUMENT FOR CLEANING, COLLECTION, SEGREGATION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AT SEA BEACH FROM PINK HOUSE TO STERLING RESORT (EXCEPT NILADRI BEACH & BLUE FLAG BEACH), PURI & MANUAL SWEEPING, COLLECTION AND TRANSPORTATION OF SOLID WASTE FROM MAIN ROAD, FOOTPATH AND PATHWAY(SEA BEACH SIDE) FROM HARIHARA SQUARE TO HANS COCO PALM HOTEL"

d Name & Address of the Operator.,

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. 1758 dt. 26.02.24

b) Name of Work: "DOCUMENT FOR CLEANING, COLLECTION, SEGREGATION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AT SEA BEACH FROM PINK HOUSE TO STERLING RESORT (EXCEPT NILADRI BEACH & BLUE FLAG BEACH), PURI & MANUAL SWEEPING, COLLECTION AND TRANSPORTATION OF SOLID WASTE FROM MAIN ROAD, FOOTPATH AND PATHWAY(SEA BEACH SIDE) FROM HARIHARA SQUARE TO HANS COCO PALM HOTEL".

c) DO NOT OPEN BEFORE 11.30 AM of Dt. 13.3.24

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 Operator. 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 Operators which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

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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 Operator 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 LMD 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 Operators 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) LMD 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 Operators 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 Operators.

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 Operators:

To assist in the scrutiny, evaluation and comparison of the bids, the Employer may ask Operators, 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.

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(36)

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To assist in the scrutiny, evaluation and comparison of the bids, the Employer may ask Operators, 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 Operator 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 Operators should not contact the client on any matter related to its Technical and/or financial Proposal

1.35.2 Any effort by a Operator 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 Operator's proposal.

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

1.36Evaluation 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 are identified criteria. An evaluation committee would be formed to evaluate all the proposals received and select the preferred Operator. Operators should provide all details, as qualitative and qualitative 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. 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 roads/streets, storage & transportation of municipal solid waste.	1-2 projects =10 marks 3-4 projects =12 marks 5 & above nos of Projects =15 marks	15

CA

2	No of projects executed in last 5 years with project cost not less than Rs 50 Lakhs having scope for Sea Beach cleaning (Manual/Mechanical/Both)	1-2 projects - 10 marks 3-4 projects - 12 marks 5 & above nos of projects - 15 marks	15
3	No of projects executed with scope for collection and transportation of minimum 10 TPD Quantity of MSW in last 3 years operation	10-20 MT/day = 10 marks More than 20MT/day & above - 15 marks	15
4	No of projects with scope of installation, cleaning and transportation of twin bins at least for 3 years	1-2 projects - 10marks 3 or more projects - 15 marks	15
5	Experience of operation & maintenance of mechanical beach cleaning machine	At least for a period of 1 year	5
6	Proposed Methodology and planning to be adopted in the project including Manpower, equipment, vehicles, Supervision etc	Comparative Assessment	25
7	Policy and practices relating to environment, health safety measures to be adopted in the project	Comparative Assessment	10
		Total	100

N.B: The Operators shall make a presentation before the selection committee on point No.06 & 07 with 35 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 Operators 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 Operators 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 Operators, the date, time and location for opening the Financial Proposals (Price bids). The Financial Proposals of unqualified Operators will be returned unopened after completion of the selection process.

1.37.2 Financial bids shall be opened in presence of the Operator/their authorized representatives on scheduled date & time. The authorized representative should bring their authorization letter while attending opening of price bid. The Operator 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 Operators 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 Operator 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 Operator for negotiation. After completing negotiation, the client shall award the contract to the successful Operator.

1.39.2 The Operator 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 Operator 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 Operator 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 Operator.

1.41 Performance Security against the service

1.41.1 Within 7 (Seven) days of the receipt of LOA from employer the successful Operator shall furnish the Performance Security for an amount equal to Rs.10.00 lakhs (Rupees Ten 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 Operator, 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 Operator 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 Operator 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 Operator for negotiation & award.

1.42 Signing of Agreement:

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

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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:

This will be completely turn-key Agreement. Therefore, the second party deemed to have visited the beach, Roads, Footpath and Pathways and assessed the nature and quantum of work to be done by them.

The contractor shall execute the work by carrying out at-least the activities specified below-

- i) Combing of the wet and dry sand of the beaches with the help of a motor beach cleaning machine/ Manually of the entire beach from Penthakata to sterling Resort (Except Niladri Beach and Blue Flag Beach).
- ii) Cleaning of the litter and dumps on the beach sand on the beaches with the help of a beach-cleaning machine or by way of manual mopping to provide complete cleanliness of the sand;
- iii) Sweeping and cleaning of the areas adjacent to the beaches which are visited regularly by the visitors to the beach e.g., footpath along the beach, Main Roads, (from Harihara chhak to Hanscoco palm hotel) and including Footpaths and pathways along and inside the sea beach;
- iv) The operator shall ensure segregation of waste (Wet & Dry) and transfer the waste in compartmentalized vehicles to the wealth centres allotted by PMU.
- v) Provision of Twin bins with adequate signage as per requirements shall be provided on the beaches to encourage visitors and hawkers to use such bins instead of littering the beach, regular collection from such twin bins will have to be provided to ensure that they are never overflowing. Such litter bins should be aesthetic and should be regularly maintained and cleaned. Such litter bins shall be relocated during high-tide and low-tide times to ensure their proximity to the visitors. The Operator shall carry out ensure their proximity to the visitors. The Operator shall carry out awareness campaigns to ensure reduction of open littering and dumping by visitors and hawkers on the beach;
- vi) As per observation, the tourists or local residents, joggers and morning walkers are using the beaches right from 06:00 hours in the morning onwards whereas the

visitors generally remain present up to midnight. It is therefore the responsibility of the Operator to see that operations for specifications (i), (ii), (iii) and (iv) above get executed before sunrise and are maintained till 2200 hours every day to ensure thorough cleanliness at all times. Hence, the frequency of the sea beach, Main Road, footpath and pathway cleaning operation should "at-least" be executed out in two shifts.

vii) The first half- sea beach, Main Road, footpath and pathway cleaning operation, including the entire length and width of the beach, shall be as below:

- 1. 1st shift - 12midnight - 6.00A.M
- 2. 2nd shift 12 Noon - 6.00 P.M.

vii) Other sweeping, mopping, picking and cleaning operations as specified in it, (ii),(iii) and (iv) above shall be carried out regularly in two shifts. Such operations would also need intensification on peak tourist season, weekends and public holidays and the Operator should make arrangements to deploy adequate resources (machines or manpower) to achieve the outcomes. Eventually, it shall be responsibility of the Operator to ensure that the sequence and frequency of such operations are managed in a manner that, no waste remains on the beach at any time and the outcomes related to cleanliness.

(viii) The Operator shall make special arrangements to meet the intense demand for cleanliness on the beaches after special events such as Kartikpurnima , Beach festivals , Rathyatra , New Year and Christmas , etc. by arranging for adequate manpower and machinery or higher number of bins or bags on the beach for waste collection or other innovative means to ensure complete cleanliness on the beach within the event and also after the day of the event without any extra cost.

(ix) The tidal wave brings back a lot of floating and other waste on to the beaches, The frequency and generation of the waste on account of tidal cycles are severe in the rainy seasons or during high tides. The Operator shall therefore deploy adequate resources to intensify cleaning operations during such events through longer beach – cleaning machine operations or longer manual operations through a large work force or by deploying additional equipments or machinery. At any circumstances, litter or open heaps of waste shall not be visible on the beaches. For transportation of MSW shall deploy the closed containers containing vehicles complying Odisha RTO rules and regulations in addition to regular compactor vehicle without any extra cost;

(x) The Operator shall carry out awareness campaigns to ensure coordination with commercial establishments on the beach on effective Solid waste Management, segregation of waste, Ban of single use plastic etc.

(xi) The Operator shall ensure a dress code is adopted by its entire staff. The dress shall Prominently display Puri Municipality; and

(xii) Transportation of collected garbage by closed vehicle (such vehicle should comply with Odisha RTO rules & Regulations) to designated disposal sites of Puri Municipality i.e within 15 km. Such a transportation service should be regular and frequent at least twice daily or as per required at the site and ensure that no backlog of waste is present in the collection bins on the beach.

(xiii) The Operator shall provide support in registration and collection of userfee of commercial establishments situated along sea beach, under Express Cleaning Service provided by PMC.

(xiv) The operator should make payment to the sanitation workers in the 1st week of every month for providing uninterrupted service without depending on release of payment from PMU.

(xv) The activities under this component will be supervised and certified by committee headed by Health Officer/any officer authorized by PMU.

(xvi) All the Caracas and body of dead animals to be lifted from sea beach as well as main roads, footpath and pathways by the operator on its own transportation to the designated site identified by the PMU.

(xvii) The Operator shall note that the above mentioned specifications are the 'minimum necessary operations' that they shall provide for successful execution. However, the final performance of the operator shall be measured and evaluated on outcomes related to cleanliness as described in section 3.18. Hence, it shall be the operator's responsibility, based on their site inspection and survey, to account for and provide any additional service, equipment, infrastructure or manpower that may be required to achieve the requisite outcomes related to cleanliness at all times and include it while quoting.

(xviii) The Operator shall be responsible for complete cleanliness of the entire length and width of the beach (up to the water – line during low tide), Main road, footpath, Pathway (sea beach side). The average length, width and other general information about the puri beach to be cleaned by the Operator is mentioned as below

- i) Length of the Beach – Sterling resorts to penthakata about 8 km ;
- ii) Length of the Main Road- Harihara Chhak to Hanscoco Palm Hotel about 3 Km;
- iii) Width of the beach – from low tide waterline to marine drive road
- iii) Footpath and Pathways adjacent to Beach and
- v) Collection of garbage from the commercial or semi- commercial area along the Beach.

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 to properly dispose of their waste before it reaches the drains.
- ❖ Undertake ILC 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 Twin bins shall be strictly as per the recommendation in item 3 of schedule - II of the Municipal Solid Waste Rule 2016.

- ❖ The Twin 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 Twin 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

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

- ❖ ensure safe transportation of the collected Municipal Solid Waste in compartmentalized vehicles to the 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 to be supplied by PMU.
- ❖ The operator should ensure adequate safety for all manpower deployed including
- ❖ The man power deployed by the service provider shall have to wear uniform/apron during working hours bearing the logo of Puri Municipality and the Operator which have to be approved by the PMU.

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	Achievment Target
Sea beach cleaning	100% in 3 months Daily Service
Waste collection and transportation	90% collection efficiency 90% bins should not overflow
Street sweeping(including Main Roads, footpaths and Pathways)	90% collection efficiency
Complaint Redressal	100% within 24 hrs

- ❖ The operator in close coordination with PMU 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.
- ❖ PMU shall 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 Sea Beach, if required.
- c. PMU will allow the operator to unload segregated wastes at wealth centers.
- d. Creation of no plastic zone along the Sea Beach area.
- e. Removal of tapping of sewer line in storm water drain.
- f. Administrative measure to restrict the movement of stray animals on the Sea Beach.
- g. The bill towards O&M cost shall be paid within 15 days after receipt of bills from the operator
- h. PMU shall provide right of way and disposal site for collection, transportation and disposal of solid waste cleared from the sea beach and main road, as per norms of MSW rules 2016.
- i. Any type of conservancy complaints other than the scope of works and services, shall have to be intimated immediately by operator to PMU for taking proactive action.
- j. The Operator and PMU, both shall be responsible for the environmental compliances under the MSW (SWM Rules 2016), at the disposal site as directed by Puri Municipality.
- k. 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 encroachments/t55
- l. kg5 559r786tguhjiklshes
- m. PMU shall provide necessary prior information regarding visit of VIP/VVIP well in advance to the Operator for preparations thereof.
- n. PMU shall provide right of way and disposal site for collection, transportation disposal of waste within a range of 15 KM.
- o. 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.
- p. PMU shall provide necessary administrative support in controlling and handling the situations arising out of public agitation/security issues during cleaning operation .

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 2 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.

(27)

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, escalations 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 **Cleaning, Collection, storage & transportation of MSW at sea beach from pink house to sterling resort (except niladri beach & blue flag beach) and manual sweeping, collection and transportation of solid waste from main road, footpath and pathway (sea beach side) from harihara square to hans coco palm hotel 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 periods as per the mutual understanding of both the Employer and the Operator subject to satisfactory performance.

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

3.16 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

Not with standing 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.

Sl No.	Parameter Description	Non-compliance penalty
1	In case of unsatisfactory working of the manual/ machine or machine breakdown or operator absenteeism or reasons attributed to the inefficiency of the contractors.	Penalty of Indian National Rupees 2000 (TWO Thousand) per day per machine shall be deducted and it shall be recorded the Performance Evaluation.
2	In case the beach, Main Road, footpath or pathway is found littered or dirty	Penalty of Indian National Rupees 500 (five hundred) per day for interval of 500 meters length shall be' deducted and it shall be recorded in Performance Evaluation.
3	For not deploying the vehicles for regular transportation of the waste from the	Penalty of Indian National Rupee 5000/- (Five Thousand) per day shall be

beach

deducted from the Operators' bills.

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- | | | |
|----|--|--|
| 4 | For not providing adequate number of twin bins on the beach. | Penalty of Indian National Rupees 100/- (One hundred) per day for every interval of 100 meters, shall be deducted from the Operator's bills. |
| 5 | For not segregating the municipal solid waste collected from sea beach cleaning and transporting it to wealth centers | Penalty of Indian National Rupees 1000/- (One Thousand) per day, shall be deducted from the Operator's bills. |
| 6 | For not providing adequate collection and transportation services for the transportation of the waste from refuse twin bins. | Penalty of Indian National Rupees 500/- (five hundred) per day for every uncollected refuse bin, shall be deducted from the Operator's bills. |
| 7 | For absence of the a complaint office OR complaint officer at peak-visiting officer OR absence of a complaint register with good book-keeping. | Penalty of Indian National Rupees 500/- (Five hundred) per day, shall be deducted from the Operator's bills. |
| 8 | For absence of the a supervisor. | Penalty of Indian National Rupees 250/- (Two hundred only) per day per supervisor shall be deducted from the Operator's bills. |
| 9 | For absence of the a cleaner/laborer | Penalty of Indian National Rupees 200/- (Two hundred only) per day per cleaner/laborer shall be deducted from the Operator's bills. |
| 10 | Speedometer not in working condition. | Penalty of Indian National Rupees 1000/- (one thousand) per day, shall be deducted from Operator's bills. |
| 11 | Inaccurate reporting of speedometer readings on daily performance reports. | Penalty of Indian National Rupees (10,000/- Ten thousand) per day, shall be deducted from the contractors' bills, from the day which corresponds to the last 'actual' reading. |
| 12 | Failed to wear the uniform/safety gear when on duty. | Penalty of Indian Rupees 50/- (fifty) per person shall be recovered. |

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.

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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.

to 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 Operator does not start operations as per provisions of TOR within stipulated **2 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 after three months of completion of the assignment satisfactorily.

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, complaint redress, EPI, 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 operator's 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.
- D. PMU will only consider revision of contract value for implementing the notification of Labour Commissioner, Government of Orissa 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. In case of increase in service area, the contract value shall be revised based on mutual agreements through a written document.

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, filed 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 bench mark. 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 All corrections in the bill consequent to scrutiny have to be initiated by the operator through the its authorized person only.
- 7 The nodal officer shall certify regarding correctness and authenticity of the quantity certified in the bill
- 8 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.
- 9 Recovery of penalty imposed by the nodal officer based on the performance criteria.
- 10 Any other recovery or withheld recommended by the nodal officer
- 11 IDS as applicable by statute
- 12 The net payment after all recovery, deduction and withheld amount, shall be transferred to the operator, through FCS to the bank account details provided by the operator, within 15 days of receipt of bill in proper format along with required documents.
- 13 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 dates 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

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Schedule 1-Covering Letter

Schedule 2-Power of Attorney

Schedule 3-Affidavit

Schedule 4-Operator'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 Cleaning, collection, segregation (Wet & Dry) & transportation of municipal solid waste at sea beach from pink house to sterling resort (except niladri beach & blue flag beach), puri & manual sweeping, collection and transportation of solid waste from main road, footpath and pathway(sea beach side) from harihara square to hans coco palm hotel.

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 Operator, 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)

I, _____ (Name and address of the Operator) do hereby constitute, appoint and authorize Mr /Ms _____ (Name and residential address) who is presently employed with us and holding the position of _____ as Our attorney, to do in our name and on our behalf,

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 **cleaning, collection, segregation & transportation of municipal solid waste at sea beach from pink house to sterling resort (except niladri beach & blue flag beach), puri & manual sweeping, collection and transportation of solid waste from main road, footpath and pathway(sea beach side) from harihara square to hans coco palm hotel 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

- To apply for, obtain and renew all licenses, permits, registrations etc. that is necessary for on the said business carrying
- To submit all statements, returns, reports etc. to proper authorities as required by any law or rule of force and to verify the same by production of documents and papers

I, _____ 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

:

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(Operator with Name & Designation)

File to

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.

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AFFIDAVIT
(In Non-Judicial Stamp Paper)

I/We _____ (name & address of Operator(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 any/ 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 Operator(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 Operator:
 Name of Operator:

No.	Criteria	Yes	No
1	Has the Operator/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?		

Operator'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 Operators role in the project
- 8 Mode of Execution
- 9 Contact Period
- 10 Date of award
- 11 No. of months of Operation & Management
- 12 Sea beach cleaning(Manual/Mechanical)
- 13 Actual Average tonnage of MSW handled per day. during each financial year
- 14 Street sweeping (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 (UIB / any other authority)
- 20 Remarks/Other Details

Date:

Place:

Rubber Seal of the Operator/

(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 Operator)

(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

- 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 Operator/

(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 Operator)

(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 Sea Beach Main Road, footpath, Pathway (sea beach side) from harihara chhak to Hanscoco palm hotel.
 - b. cleaning, segregation and transportation of MSW from sea beach sand area from pentakata pink house to sterling hotel (except Niladri beach and Blue flag beach)
 - d. Waste Transportation to designate site as directed by Puri Municipality

Activity	Start Time	Completion Time

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

SI No	Equipment/Implement	Number

SI No	Vehicle Type	Number			Capacity 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

SI 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	

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- * 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 Operator

Signatory)

(Signature of the Authorized

(Name and Designation)

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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 cleaning, collection, segregation & transportation of municipal solid waste at sea beach from pink house to sterling resort (except mladri beach & blue flag beach), peri & manual sweeping, collection and transportation of solid waste from main road, footpath and pathway (sea beach side) from bahara square to hans coco palm hotel 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 us 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, collection, segregation & transportation of municipal solid waste at sea beach from pink house to sterling resort (except mladu beach & blue flag beach), puri & manual sweeping, collection and transportation of solid waste from main road, footpath(along main road), and pathway(along sea beach) from harihara square to hans coco palm hotel 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

Form-2:(Summary of Costs)

Schedule of Rates

S. N. O

1	Name of Work	Quantity	Rate per Unit	Amount includig of all taxes	Remarks
	1 Manpower				
	2 Vehicle to be engaged				
	3 Logistics				
	4 Mechanical/Manual cleaning-				
	5.Misalanious				
	6. Service Charges(Minimum 3% to Maximum 7%)				
	2 Vehicle to be engaged				
	3. Logistics-				
	4.Misalanious				
	5. Service Charges(Minimum 3% to Maximum 7%)				
	Total				
	Total Amount in words				

Detail breakup with rate to be given

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 Operator/
Signatory)

(Signature of the Authorized

(Name and designation)