



OFFICE OF THE PURI MUNICIPALITY, PURI

Letter No. 327 Dated. 09.01.25



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Tender Call Notice For "Supply of 20 nos of Door to Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers on Hiring Basis For Puri Municipality"

Puri Municipality invites Request for Proposal (RFP) for "Supply of 20 nos. of Door to Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers on Hiring Basis For Puri Municipality". The details terms & conditions can be downloaded from the website www.purimunicipality.nic.in & www.puri.odisha.gov.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 **31.01.2025 at 05.00 PM** through speed post/Regd. Post only. The Technical bids will be opened on dt: **01.02.2025 at 12 PM** 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 328 / Date 09.01.25

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 11.01.2025.


Executive Officer,
Puri Municipality, Puri.

Memo No 329 / Date 09.01.25

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.odisha.gov.in.


Executive officer,
Puri Municipality, Puri

Memo No 330 / Date 09.01.25

Copy along with copy of DTCN to the District E- Govance Manger
Collectorate, Puri for information and necessary action. He is requested to upload
the advertisement in the District website <https://puri.odisha.gov.in>.


Executive officer,
Puri Municipality, Puri

Memo No. 331 /Date 09.01.25

Copy forwarded to Executive Engineer (R&B) Division Puri/ Executive
Engineer, Irrigation Division, Puri /Executive Engineer P.H.E, Division, Puri/
Secretary P.K.D.A, Puri for information and with a request to display the notice in
their notice board.


Executive Officer,
Puri Municipality, Puri

Memo No 332 / Date 09.01.25

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, Puri information and necessary action. They are requested to
attend during the tender opening on 01.02.2025 at **12.00 PM**, being the purchase
committee member.


Executive officer,
Puri Municipality, Puri

Memo No 333 / Date 09.01.25

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


Executive officer,
Puri Municipality, Puri



Puri Municipality, Puri

**REQUEST FOR PROPOSAL(RFP) FOR
“Supplying of 20 nos of Door To Door Waste Collection
Compartmentalized Battery Operated Vehicles(BOV)
including Drivers on Hiring Basis For Puri Municipality”
through QCBS Method.**

Dated: 10.01.2025

Last Date for Submission: 31.01.2025 at 5.00 PM

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

1. INTRODUCTION

Puri Municipality was constituted on 01/04/1881 as per Bengal Municipal Act vide Notification dated 25.1.1881 duly published in the Calcutta Gazette on 26/01/1881, comprising an area of 16.84 Sq. K.M. Puri Municipality has undertaken pioneering work in various fields and perceives its role as principal provider of various municipal services to provide a better quality of life to the residents of Puri Municipality area. An area of 16.84 sq. K.M. is being covered by Puri Municipality which is divided into 32 wards.

Puri Municipality is the nodal body of the tourist city of Odisha to carry out activities for efficient and sustainable Health and Sanitation within the city. For maintaining cleanliness throughout the city Puri Municipality collecting waste from door steps in a segregated manner and processing the same at wealth centers (MCC/MRF). It is with this intent Puri Municipality intends to hire compartmentalized Battery Operated Vehicles having dual partition for wet and dry waste with drivers.

2. GENERAL TERMS OF BIDDING

Minimum Eligibility Criteria

- a. Should be registered under the Indian Societies Act / Indian Proprietorship act / Indian Company act / Indian Trust Act / Indian Religious and Charitable Trusts Act / or as a not-for-profit Company under the Companies Act or the relevant state Acts for at least five years. The detailed should be submitted with the Technical bid of tender document with self-attestation.
- b. The bidder must have successfully completed at least 2 nos of similar work of providing, compartmentalized Battery Operated Vehicles for door to door waste collection in any Govt. / PSU in last 3 years, which Proof of experience should be accompanied with the Technical bid of tender document.
- c. The bidder must have completed at least 1 assignment of supplying of manpower under sanitation work cleaning & sanitation or solid waste management work any Govt. / PSU of project cost of minimum INR 20 Lakhs within the 3 years preceding the proposal due date.
- d. If any criminal cases are pending against the bidder at the time of submitting the bid, then the bid shall be summarily rejected. The bidder shall submit an affidavit in negation of the above.
- e. The bidder must have a valid labour license for at least 100 manpower.

Financial eligibility:

The bidder should have an annual turnover of INR 3 .00 Cr duly certified by chartered accountant during last 3 (three) financial years ending 31.03.2024(i.e.: -2021-22, 2022-23, 2023-24) in Annexed in Annexure IV.

3. Evaluation Criteria

Evaluation of the Technical and Financial proposals will be based on Quality cum Cost Based Selection (QCBS) mode with weightage of 70% and 30% for technical and financial proposals, respectively.

(i) Bids will be checked for responsiveness and eligibility, against eligibility criteria mentioned in Clause 8.

(ii) Bids which are found responsive and satisfy the eligibility criteria will be evaluated against the evaluation criteria as table no 1 clause no-3. Only of a bid scores more than 60% marks in the technical evaluation (60), its financial bid will be considered to be opened.

i. Table 1: Evaluation Criteria

Sl.no.	Parameters	Maximum Marks
1	<u>Turnover - annual turnover</u> <u>(three years not before 2021-22):</u> Rs.3 Cr - 15marks, Above Rs.3Cr. - 20marks	20
2.	<u>Experience in completion of similar projects in</u> <u>last 3 years</u> Two Projects - 15 Marks More than 2 Projects-20 Mark	20
3	<u>Experience of working on supply</u> <u>of manpower</u> One Projects - 5 Marks Two or more Projects - 10 Marks	10
4	<u>Labour License</u> 100 nos-upto-200nos-5 Marks 200nos-upto-300nos 10 Marks	10
5.	Technical Presentation	40
	TOTAL	100

a. Technical Score: The total score obtained by the Bidder as per sub-point(2) above shall be the technical score (Ts) of the Bidder. The technical score shall be calculated for Bidders after the presentation and shall be out of 100.

b. Financial Score: The financial bid of the bidder would be opened after the Technical evaluation.

c. Combined and Final Evaluation: Combined score shall be calculated based on Technical and financial scores of the Bidder as per QCBS system. Proposals will finally be ranked according to their combined Score(S) calculated based on technical (Ts) and financial (Fs) scores as follows:

$$Fs = (Fm / Fb) \times 100$$

$$S = Ts \times 0.7 + Fs \times 0.3$$

Where Fs = Financial Score of the bidder

Ts = Technical Score of the bidder

Fm = Minimum financial quote among the bidders

Fb = Financial quote of the bidder

S = Combined score of the bidder

ii. Selection of Bidder:

The Bidder securing the highest combined score would be the Selected Bidder. The Second and third Ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in the RFP document. Further, the rate quoted by the selected bidder would be negotiable on mutual consent of both the parties as per the decision made by the tender committee.

4. Fees to be Paid by Bidder

Bid Security/EMD:

- a. The agency shall submit EMD amounting Rs. 5,000 /- (Rupees Five Thousand) per vehicle in shape of Demand Draft from any scheduled commercial bank in favor of "the Executive Officer, Puri Municipality, Puri" payable in Puri.
- b. In case of MSME/NSIC firm's exemption of EMD will be allowed, but no exemption will be allowed on Tender Paper Fee. The agency applying for exemption has to produce MSME for similar project.
- c. No interest would be payable for any period on EMD or any other amount lying with the purchaser.
- d. The EMD of the Successful Bidder will be refunded/released only after the receipt of the prescribed performance Security deposit/Bank Guarantee.
- e. The EMD submitted by bidders other than selected bidder will be refunded to

them on issuance of Work Order to the bidder.

- f. The Security shall be forfeited by Puri Municipality in the following cases:
- i. If the bidder withdraws its Bid/Proposal after due date & during the Proposal Validity Period.
 - ii. Bidder engages incorrupt, fraudulent, coercive run desirable practice or restrictive practice as specified in the tender document.
 - iii. In case the bidder refuses to commencement the work after receiving the LOA.
 - iv. In case of a successful bidder, unable to commencement the work within the due date and time as mentioned in the tender document from the issuance of LOA.

5. Performance Security:

The Selected bidder, for due and faithful performance of its obligations under the Management Contract, shall require to provide a "Performance Security" of the value equivalent to 5% of the annual contract value in shape of a ' Bank Guarantee' from a scheduled bank, to Puri Municipality within 07 days of receiving of LOA. In case of MSME/NSIC firms (specific for waste collection and management) exemption of EMD will be allowed, but no exemption will be allowed on Tender Paper Fee. Unsuccessful bidder's EMD will be discharged / returned within 30 days from the date of execution of the agreement between the Authority and the selected Agency. No interest will be paid on EMD. The EMD of the successful bidder shall be adjusted in the performance security deposit. The EMD may be forfeited in the following cases:

- a) If a bidder withdraws its bid during the period of validity of the Bid
- b) In case of a successful bidder, if the bidder fails to execute the work assigned

6. Cost of the tender document

- a. The bidders are required to submit INR 10,000/- (Rupees Ten Thousand only) (non-refundable) to be payable in shape of Demand Draft from any scheduled commercial bank in favor of "Executive Officer, Puri Municipality, Puri".
- b. The acknowledgement receipt of Bid Document Fees and EMD shall be submitted as Part of Technical Bid.

7. Disputes

All legal disputes are subject to the jurisdiction of Courts in Puri only.

8. SCOPE OF WORK

a. Terms and Conditions for Supply of Light Commercial Vehicles

- i. The bid is meant for carrying out the work for **a period of two years**. The working period may be extended to further such period (maximum 1 years) subject to satisfactory performance of the Bidder.
- ii. The vehicles must be in Road Worthy condition, shall be new and must have valid registration certificate, insurance certificate, fitness certificate, valid

contract carriage permit, proof of up to date tax payment etc. which are mandatory for applying of vehicle. Self attested copy shall be attached with the bid.

- iii. The bidder shall provide 20 nos. of compartmentalized Battery Operated vehicles with drivers on daily basis.
- iv. The driver of the vehicle must have a valid driving license for driving of Battery Operated vehicle and should be sufficiently experienced in driving of Battery Operated vehicle. Self attested copy shall be attached with the bid. Further the bidder shall give special preference of SHG women group for driving purpose. If case of unavailability of women SHG drivers others may be attached the work.
- v. The bidder shall ensure supply of Battery Operated Vehicles with adequate capacity of at least 600 kg of waste transporting. Further, the bidder shall make field visit before submission of bids to check the narrow roads of Puri and as per field assessment body measurement of the BOV to be finalized.
- vi. The bidder shall ensure that vehicle deployed shall arrive at designated location on time before the authority assigned by the Puri Municipality.
- vii. The bidder shall ensure that all maintenance work related to assigned vehicle shall be carried out in off duty hours. In any circumstances the vehicle has to duty in official time prescribed by Puri Municipality.
- viii. In the event of break down, servicing & repairs of the assigned vehicle the service provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicles for which agreement is entered into. Failure to do so will evoke penalty or terminate of the contract as per the penalty clause.
- ix. Police verifications for deployed driver shall be ensured by the Agency any deviation the service provider will be personally liable.
- x. The bidder shall maintain log book on daily basis duly signed by the Authority. Failure to do so shall be penalized as per the Annexure I. At the time of termination of contract, the service provider shall hand over the log book(s) to Puri Municipality.
- xi. The bidder to install sound system in all Battery Operated vehicles and take proper care of the same. Any damage to it shall invoke penalty clause as per penalty clause.
- xii. The bidder shall ensure cleaning of all vehicles on daily basis to avoid any damage to the vehicles and minimize the incidence of generation of foul smell from the vehicle.
- xiii. The bidder shall ensure that the vehicle should be parked at the place as advised by the Puri Municipality and should be available, when not in duty. If the vehicle needs to be away for some reasons like petty repairing etc. It should be with the knowledge of the Controlling Officer of the Puri Municipality. Moving away without the knowledge of the Controlling Officer of the Puri Municipality will be considered as non-available and will be liable for penalty.
- xiv. The bidder shall keep back up vehicles and drivers at the time of urgency

- against break down vehicles (i.e., one vehicles reserve on every 10 vehicles) and also keep extra man power against absence drivers (i.e., one Driver reserve on every 5 Driver).
- xv. The bidder shall provide at his own cost proper uniform and badges to drivers duly approved from Puri Municipality.
 - xvi. The bidder shall borne all maintenance expenses of vehicles and provide personal protective equipment to the drivers for their safety and health measures.
 - xvii. The vehicles must achieve a working efficiency of 8 to 9 hours after once fully charged. The charging system would be developed and maintained by the bidder at the site defined by Puri Municipality.
 - xviii. The bidder shall ensure that the drivers of the vehicles are paid as per minimum wages declared by Labour Commissioner from time to time and the payment must be ensured within 1st week of each month to avoid any interruption in providing services. The monthly payment to drivers shall be made as per the above time line, without depending on release of payment by the 1st party. Any hike of wages by govt., will be reimbursed by agency time to time.
 - xix. The bidder shall be responsible for ensuring compliance with the provisions related to Labour Law and especially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, as applicable from time to time. The employees of bidder shall not be deemed to be employees of the user department and hence the compliance of the applicable acts Laws will be sole responsibility of the bidder.
 - xx. The bidder shall be solely responsible for any claim by any third party and or employees of user department travelling in the vehicle for any injuries caused by the driver of the vehicle weather by accident or otherwise.
 - xxi. During the contract period, if the vehicle is seized or detained or requisitioned by Police /Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk. Also, alternate vehicle of similar or higher category will be provided by Agency without any extra charges.
 - xxii. The vehicle cannot be put to any private /commercial use beyond the duty hours or on holidays. Unauthorized use of the vehicle by the driver /service provider will lead to unilateral termination of the contract with immediate effect. The Agency has to ensure the safety of passenger by avoiding negligent driving by their drivers such as over speeding, rash driving and driving vehicle without brakes/defective brakes.
 - xxiii. The vehicles to be engaged in door to door household waste collection from morning 6.00 AM to 10.00 AM as per the route defined by Puri Municipality and deposit the waste in assigned MCC/MRF. Further, the vehicles to be engaged for commercial waste collection from different hotels, loadges etc. from 11 AM onwards and same to be deposited at MCC/MRF. Besides, required nos.

of vehicles to be engaged for night waste collection from commercial establishments other location from 8.30 PM to 11.00 PM every day as desired by Puri Municipality.

9. Penalty Clauses and Amount: -

Sl No	Clause of Penalty	Amount of Penalty
1	Not wearing uniform/PPE during duty hour	Rs 400 Per day/Per Driver/loaders
2	Delay in reporting in duty on the field	Rs 1000 Per day/Per Vehicle
3	Disobeying or Misbehaving of the driver/loaders during the duty hours	Rs 400 Per day/Per driver/loaders
4	Maintenance of the vehicle	Rs 1000 Per day/Per Vehicle
5	Using mobile phone during driving	Rs 1000 Per day/Per driver/loaders
6	Consuming alcohol during duty hours	Rs 2000 Per day/Per driver/loaders
7	Maintain sound system	Rs 1000 Per Vehicle

TENDERING PROCEDURE & SCHEDULE

Schedule of Events:

Sl. No	Description	Critical Dates
1.	Period of availability of tender document for bidding.	From 11.01.2025 (Time 11:00AM) to Dt. 31.01.2025 (Till 5:00 PM)
2.	Pre-Bid Meeting	Dt. 22.01.2025 Time 12:00 Noon at office chamber of Executive Officer, Puri Municipality, 752001.
3.	Submission of Pre-bid queries by bidders to email id: purim.hud@nic.in and purim.hud@gmail.com	Dt. 21.01.2025 up to 5:00PM
4.	Last date and time for submission of proposal through Speed post/Regd. Post	Dt. 31.01.2025 (till 5:00PM)
5.	Date & Time of opening of proposal	Dt. 01.02.2025 (12:00 Noon)

11. Pre-bid Meeting

- i. The purpose of the Pre-bid Meeting will be to clarify and discuss issues with respect to the Project, the tender document or any other related issues.
- ii. The bidder or his authorized representative is invited to attend the Pre-bid Meeting, which shall take place in the office chamber of Executive Officer, Puri Municipality, Puri.
- iii. The bidders' designated representatives are invited to attend the Pre-bid meetings at their own cost, to be held on dt. 22.01.2025 at 12:00 noon in the

- office chamber of Executive Officer, Puri Municipality, Puri.
- iv. Bidders are requested to submit their queries in writing/through mail on dated 21.01.2025 by 5:00 PM as per discussion on pre-bid meeting.

b. Amendment of tender document

At any time prior to the Proposal/Bid Due Date, Puri Municipality may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the RFP document through the issuance of an Addendum/corrigendum. This will be uploaded on the Website of <https://purimunicipality.nic.in&www.puri.odisha.gov.in> shall be binding upon all the prospective bidders.

12. Preparation and Submission of Proposal

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with applicant's name and address in the left hand corner of the envelope and super scribed in the following manner.

- **Part-A**- Technical Proposal as per the Format attached in the Annexure-I, II, III, IV, V, VII of this RFP
- **Part-B**- Properly sealed Financial Proposal in the specified format as per Annexure VI of this RFP

The **Technical proposal (Part A)** and **Financial Proposal (Part B)** must be inserted in separate sealed envelopes, along with bidder's name and address on the envelope and clearly marked as follows:

Part-A:

Technical proposal for

“Supplying of 20 nos of Door To Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers on Hiring Basis For Puri Municipality”

Part-B:

Financial Proposal for

“Supplying of 20 nos. of Door To Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers on Hiring Basis For Puri Municipality”

Both the envelopes i.e. envelope for **Part-A** and Envelope for **Part-B** must be packed in a separate sealed outer cover and clearly super scribed with the following:

Proposal for

“Supplying of 20 nos. of Door To Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers on Hiring Basis For Puri Municipality”

The **Bidder's** Name & address shall be mentioned in the left hand corner of the outer envelope. The inner and outer envelopes shall be addressed to the Authority at the following address:

To

The Executive officer

Puri Municipality, Puri

Puri-752001

Note:

If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then the Authority will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.

The opening of the Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by the Authority to the eligible applicants. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted.

13. Bid Submission Due Date

Duly sealed proposal from the bidder filled in all respect must reach the Authority at the address, time and date specified in the RFP through **Speed / Regd. Post**. If the specified date for the submission of proposal is declared as a holiday for the Authority, the proposal will be received up to the appointed time on the next working day.

14. Documents to accompany the proposal:

PART – A (Technical Proposal)

The bidder must submit the following particulars/documents along with the Technical proposal failing which the proposal may be treated as non-responsive:

- (a) Covering Letter and Details of Applicant as per Annexures I and II, respectively.
- (b) Non-refundable Document Purchase Fee of INR. 10,000/- (Rupees Ten Thousand Only) (including GST) in the form of Demand Draft payable in favor of the "Executive Officer, Puri Municipality, Puri" payable in Puri drawn on any scheduled commercial bank.
- (c) Bid Security declaration of INR. 5,000/- (Rupees Five Thousand) per vehicle in the form of Demand Draft payable in favor of the "Executive Officer, Puri Municipality, Puri" payable in Puri drawn on any scheduled commercial bank.
- (d) The Agency shall submit their Agency Registration Certificate, Photocopy of PAN Card, GST Registration.
- (e) Annual Financial Statements for the last three Financial Years or a Certificate duly certified by Chartered Accountant indicating the Operating Annual Turnover for the mentioned years.
- (f) All the page of the tender document shall be initialed and sealed by the Agency at the lower left hand corner.
- (g) The Agency should not be blacklisted by any Government Institution/Private Agency. A self-declaration of non-blacklisting shall be submitted in the format mentioned in Annexure V.
- (h) Proof of work experience of similar nature (as mentioned in 2 clause) in the form of Work-Orders and Client Certificates issued from the organizations in each such case has to be submitted in the format mentioned in Annexure III.
- (i) The Agency failing to submit all the specified documents shall be summarily rejected.
- (j) The agency shall submit valid labour license for at least 100 nos of manpower.

PART - B (Financial Proposal)

The bidder must submit the Financial Proposal in the format provided in Annexure-VI.

15. Award of Assignment

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by Authority to the selected bidder and the bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

In the event the duplicate copy of the LOA duly signed by the selected Agency is not received by the stipulated date, unless it consents to extension of time for submission thereof, the right to signing of the agreement would be forfeited by Authority and the next eligible Agency may be considered for the project.

16. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the selected Agency, it shall execute the Contract Agreement within the period of 7 days from the date of issuance of LOA. The successful bidder shall not be entitled to seek any deviation in the Agreement.

17. Commencement of Assignment

The selected Agency shall commence the assignment within 15 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, the Authority may, unless it consents to extension of time thereof, cancel the contract with the Agency.

Check List of Submissions:

S.N.	Particulars	Submission by Bidder Yes/ No/ NA
1	Tender Document fee of Rs. 10,000/-	
2	EMD (Rs. 5000 per each vehicle)	
3	Annexure -I Covering Letter (letter pad)	
4	Annexure -II Details of Applicant(letter pad)	
5	Annexure -III Format for Project Data Sheet(letter pad)	
6	Annexure -IV Self-declaration of non-blacklisting	
7	Annexure -V Financial Capability of Bidder(letter pad)	
8	Annexure -VI Financial Proposal(letter pad)	

18. Termination

a. Termination by Puri Municipality, Puri

Puri Municipality may terminate this Contract due to any of the following events of default by the Agency (here in after called the "AGENCY Event of Default"):

- (i) The AGENCY has failed to perform or discharge any of its obligations in accordance with the provisions of this Contract.
- (ii) Any representation made or warranties given by the AGENCY under this Contract is found to be false or misleading.
- (iii) The AGENCY has been adjudged as bankrupt or become insolvent.
- (iv) The AGENCY has created any encumbrance, charges or lien in favour of any person or agency, over the facility, save and except as otherwise expressly permitted under this Contract.
- (v) A resolution for voluntary winding up has been passed by the shareholders/partners of the AGENCY.
- (vi) Any petition for winding up of the consultant has been admitted and liquidator or provisional liquidator has been appointed or the consultant has been ordered to be wound up by court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of Puri Municipality, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the AGENCY under this Contract.
- (vii) It has been proved beyond reasonable doubt that consultant has been party to or has allowed any unlawful activity during the Contract Period;
- (viii) The AGENCY has abandoned the Project:-Puri Municipality reserves the right to terminate the Contract with a prior notice period of at least 30 days to the AGENCY.

b. Force Majeure

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.

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.

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

Annexure- Covering Letter

(To be submitted on Bidders letter head and signed by the bidder's Authorized Signatory)

To,

**The Executive Officer,
Puri Municipality, Puri**

Subject: **“Supplying of 20 nos of Door To Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers on Hiring Basis For Puri Municipality”.**

Dear Sir/Madam,

1. Being duly authorized to represent and act for and on behalf of (herein the applicant), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a bidder for “Supplying of 20 nos of Door To Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers on Hiring Basis For Puri Municipality”.
2. Our Technical and Financial Proposals are as per the requisite formats along with the supporting documents, duly filled are submitted.
3. Puri Municipality and its authorized representatives are here by authorized to conduct any inquiries/investigation to verify the statements, documents and information submitted in connection with the Proposal and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary as requested by yourselves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
4. This proposal is made with full understanding that:
 - (a) Puri Municipality reserves the right to reject or accept any Bid/Proposal, cancel the bidding process, and/or reject all Bids.
 - (b) Puri Municipality shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.
5. We, the undersigned declare the statements made and the information provided in the duly completed application forms submitted, as complete, true and correct in every detail.
6. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this tender document and Project related Information as required for the Proposal.
7. We agree to keep our Proposal valid for 90 (ninety) days from the Proposal Due Date and not to make any modifications in its terms and conditions not

acceptable to Puri Municipality. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.

8. This application is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by Puri Municipality. We agree that, without prejudice to any other right or remedy, Puri Municipality shall be at liberty to forfeit the said Security.

Yours sincerely,

Authorized signatory

Date:

Name and seal of Bidder

Place:

Annexure-II
General Information of the Bidder

Sl. No	<u>Details of Applicant</u> <u>on official letter pad</u>			
1	Name of the Agency			
2	Details of the Demand Draft			
3	Tender paper Cost-Rs.10,000	Name of the Bank	date of issue	DD.No
4	EMD-Rs 5,000/- per vehicle	Name of the Bank	date of issue	DD.No
5	Name of the contact Person			
6	Designation			
7	Address	Present address		
		Permanent address		
8	E-mail ID			
9	Fax Number			
10	Registration Number of the Company/Society etc			
11	If the Agency has a registered office in India(Yes/No):			
12	Full address of Registered Office in India			
13	If the agency has a corporate or Branch Office in Puri or Bhubaneswar?			
14	Full address of Registered Office			
15	Mobile Number of the contact person at Registered Office in India			
16	Mobile Number of the contact person at Registered Office in Puri or Bhubaneswar			
17	EPF REGISTRATION No. With attached copy			

18	ESI REGISTRATION No. With attached copy	
19	PAN Card No	
20	GST No	
21	Annual Turnover for each year (2021-22,2022-23,2023-24)	2021-22:- 2022-23:- 2023-24:-

Annexure-IV

Financial Capability of the Bidder

(on the letter head of Statutory Auditor/ Chartered Accountant)

**CERTIFICATE FROM THE STATUTORY AUDITOR REGARDING TURNOVER
FOR TENDER NO ___ DATED (DD/MM/YYYY)**

Based on the books of accounts of *(insert name of the Bidder)*(Bidder) and other published information authenticated by it, this is to certify that:

Further, the annual turnover of the bidder of past 3 years are provided below:

Bidder Type	Turnover(INR Crores)
FinancialYear2021-22	
Financial Year 2022-23	
Financial Year 2023-24	

Name of the auditor:

Seal of the auditor: Signature:

Name:

Membership Number: Designation:

Date:

Annexure-V

Anti-blacklisting and authenticity of bid documents Certificate

(Notarized Affidavit on Stamp Paper)

[Format of self-certificate stating that the entity / promoter(s) / Director(s) of Entity are not black listed and authenticity of bid documents].

M/s (name of the Bidder), (the names and address of the registered office) here by certify and confirm that we or any of our promoter(s) /director(s) are not barred by any State Government / any other government entity or blacklisted by any state government or central government/ department/ Local Government / agency in India from participating in Project(s),either individually or as member of a consortium as on the.....(last date of submission of Bid).

We also confirm that all the bid/RFP documents submitted to Puri Municipality in connection with Bid Identification No..... ofare authentic and bonafide document in the eyes of the law of the land.

We further confirm that we are aware that our application for the captioned project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of the RFP/tender document at any stage of the bidding process or thereafter during the agreement period. Dated this.....Days of.....2025.

Name of the Bidder

Signature of the Authorized Person Name of the Authorized person

Annexure VI

FINANCIAL PROPOSAL

**To,
Executive Officer,
Puri Municipality,
Puri**

Ref: "Supplying of 20 nos of Door To Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers on Hiring Basis For Puri Municipality"

We, the undersigned, offer to provide the agency services for the Selection of an agency for management of the sanitation work and supply of the sanitation worker at Puri Municipality, Puri in accordance with your Request for Proposal dated [Insert Date] and our Financial Proposal (For One season of Service) as per details mentioned below:

Sl No	Name of Work	Amount Excluding Taxes (Rate to be quoted Per vehicle including loader per month)
1	Supplying of 20 nos of Door To Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers & Loaders on Hiring Basis For Puri Municipality	

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid up to 180 days from the last date of submission of proposal.

The Financial Proposal is without any condition.

Yours faithfully,

Signature, name and designation of the Authorized Signatory with name and seal of Bidder

Annexure VII

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No. _____ Dated _____ or **Supplying of 20 nos of Door To Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers & Loaders on Hiring Basis For Puri Municipality, M/s** _____ Address _____ [Herein after referred to as Bidder wishes to participate in the said tender and a Bank Guarantee for the sum of INR _____ [Rupees] _____ valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Earnest Money Deposit.

1. We the _____ [Indicate the Name of the Bank] [Hereinafter referred to as 'the Bank'] at the request of the Bidder do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by Executive Officer, Puri Municipality, Puri an amount not exceeding INR _____ to the Executive Officer, Puri Municipality, Puri, without any reservation. The guarantee would remain valid up to _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the Bidder on whose behalf this guarantee has been issued.
2. We the Bank do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Executive Officer, Puri Municipality, Puri stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Executive Officer, Puri Municipality, Puri by reason of any breach by the said Bidder of any of the terms or conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____ (in words).
3. We, the Bank undertake to pay the District Collector, Puri any money so demanded not withstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder shall have no claim against us for making such payment.
4. We, the Bank or our local branch in Puri, Odisha further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of the Executive Officer, Puri Municipality, Puri under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Executive Officer, Puri Municipality, Puri certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Bidder and accordingly discharges this

Annexure VII

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

Ref Date Bank Guarantee No:

In accordance with invitation to Tender Notice No. _____ Dated _____ or **Supplying of 20 nos of Door To Door Waste Collection Compartmentalized Battery Operated Vehicles including Drivers & Loaders on Hiring Basis For Puri Municipality**, M/s _____ Address _____ [Herein after referred to as Bidder wishes to participate in the said tender and a Bank Guarantee for the sum of INR _____ [Rupees _____ valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Earnest Money Deposit.

1. We the _____ [Indicate the Name of the Bank] [Hereinafter referred to as 'the Bank'] at the request of the Bidder do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by Executive Officer, Puri Municipality, Purian amount not exceeding INR _____ to the Executive Officer, Puri Municipality, Puri, without any reservation. The guarantee would remain valid up to _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the Bidder on whose behalf this guarantee has been issued.
2. We the Bank do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Executive Officer, Puri Municipality, Puristating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Executive Officer, Puri Municipality, Puriby reason of any breach by the said Bidder of any of the terms or conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____ (in words).
3. We, the Bank undertake to pay the District Collector, Puri any money so demanded not withstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder shall have no claim against us for making such payment.
4. We, the Bank or our local branch in Puri, Odisha further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of the Executive Officer, Puri Municipality, Puri under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Executive Officer, Puri Municipality, Puri certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Bidder and accordingly discharges this

guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date) we shall be discharged from all liability under this guarantee thereafter.

5. We, the Bank or our local branch in Puri, Odisha further agree that the Executive Officer, Puri Municipality, Purishall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Executive Officer, Puri Municipality, Puri against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Bidder or for any forbearance act or omission on the part of the Executive Officer, Puri Municipality, Puri or any indulgence by the Executive Officer, Puri Municipality, Puri to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. We, the Bank further agree that this guarantee shall also be deposited in the Favor of the Executive Officer Puri Municipality, Puri when demanded by the Puri Municipality without any inquiry at our place of business in Puri, Odisha
7. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Bidder.
8. We, the Bank or our local branch in Puri, Odisha lastly undertake not revoke this Guarantee during its currency except with the previous consent of the Executive Officer, Puri Municipality, Puri in writing.
9. We, the Bank further agree that this guarantee shall also be invokable at our place of business in Puri, Odisha.

Dated _____ Day of 2021.

Witness (Signature, names & address)

For _____ [Indicate the name of Bank]

SEAL OF BANK

Notes:-

- A. The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.
- B. The above format will also be used for drawing bank guarantee for Performance Security Deposit.

M/s _____ Address _____ [Herein after referred to as Bidder wishes to participate in the said tender and a Bank Guarantee for the sum of INR _____ [Rupees _____ valid for a period of _____ days (in words) is required to be submitted by the Bidder towards the Earnest Money Deposit.

10. We the _____ [Indicate the Name of the Bank] [Hereinafter referred to as 'the Bank'] at the request of the Bidder do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period, on written request by Executive Officer, Puri Municipality, Puri an amount not exceeding INR _____ to the Executive Officer, Puri Municipality, Puri, without any reservation. The guarantee would remain valid up to _____ [date] and if any further extension to this is required, the same will be extended on receiving instructions from the Bidder on whose behalf this guarantee has been issued.
11. We the Bank do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Executive Officer, Puri Municipality, Puri stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Executive Officer, Puri Municipality, Puri by reason of any breach by the said Bidder of any of the terms or conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____ (in words).
12. We, the Bank undertake to pay the District Collector, Puri any money so demanded notwithstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this agreement being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the bidder shall have no claim against us for making such payment.
13. We, the Bank or our local branch in Puri, Odisha further agree that the guarantee herein contain shall remain in full force and effect during the aforesaid period of _____ days and it shall continue to be so enforceable till all the dues of the Executive Officer, Puri Municipality, Puri under by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till Executive Officer, Puri Municipality, Puri certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ (date) we shall be discharged from all liability under this guarantee thereafter.
14. We, the Bank or our local branch in Puri, Odisha further agree that the Executive Officer, Puri Municipality, Puri shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Executive Officer, Puri Municipality, Puri against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said bid and we

shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Bidder or for any forbearance act or omission on the part of the Executive Officer, Puri Municipality, Puri or any indulgence by the Executive Officer, Puri Municipality, Puri to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

15. We, the Bank further agree that this guarantee shall also be deposited in the Favor of the Executive Officer Puri Municipality, Puri when demanded by the Puri Municipality without any inquiry at our place of business in Puri, Odisha
16. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Bidder.
17. We, the Bank or our local branch in Puri, Odisha lastly undertake not revoke this Guarantee during its currency except with the previous consent of the Executive Officer, Puri Municipality, Puri in writing.
18. We, the Bank further agree that this guarantee shall also be invokable at our place of business in Puri, Odisha.

Dated _____ Day of 2021.

Witness (Signature, names & address)

For _____ [Indicate the name of Bank]

SEAL OF BANK

Notes:-

- C. The non-judicial stamp paper of worth Rs.100/- shall be purchased in the name of the bank, which has issued the bank guarantee.
- D. The above format will also be used for drawing bank guarantee for Performance Security Deposit.