

BERHAMPUR MUNICIPAL CORPORATION



Letter of Invitation No. 8625/BeMC

Date 19.05.2017

Request for Proposal (RFP)

Selection of Operator for Collection & Transportation of Municipal Solid Waste in Berhampur

| | |
|---|--|
| Date of release of Documents | 20.05.2017 |
| Deadline for Submission | 29.05.2017 |
| Opening of Bid | 30.05.2017 at 11.00 AM |
| Issuing Office | Berhampur Municipal Corporation |
| Name and Designation of Issuing officer | The Commissioner, Berhampur Municipal Corporation |
| Address of correspondence | Berhampur Municipal Corporation, Berhampur – 760001, Odisha |
| Phone | Ph. 0680-2250290 Fax – 0680-2250480 Email – mcbemc08@gmail.com Website – www.berhampur.gov.in |

BERHAMPUR MUNICIPAL CORPORATION

No.....

Date :.....

Invitation for bid

Sealed bid in conformity with the detailed RFP (in two bid system) are invited from experienced, financially sound Company/Trust/Society/ NGO/Govt owned entity/Individual/ Proprietary firm registered under relevant statute for the work details mentioned below.

| Sl. No | Name of Work | Contract Period | Cost of bid document in Rs. | EMD in Rs. |
|--------|---|-----------------|---|---------------------------------|
| 1 | Collection & Transportation of Municipal Solid Waste(As per detailed scope of work of RFP) in Berhampur | 3 (Three) Years | 5,000/- + 5% VAT = 5250(Rupees Five thousand two hundred fifty) only | 100,000/-(Rupees One lakh)only |

The details of the bid & bid document can be down loaded from website www.berhampur.gov.in from 10.00 AM of Dt 20.05.2017 to 4.00 PM of 27.05.2017 .The filled up bid document will be received up to 5.00 PM of Dt. 29.05.2017.

Any queries regarding Bid can be Communicated through our official email ID – mcbemc08@gmail.com.

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

The bid (General & Techno commercial) will be opened at 11.00AM of Dt. 30.05.2017 in presence of the bidder or their authorised representatives only. The opening of price bid will be intimated to the bidders qualifying in the General & Techno commercial bid subsequently.

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

Sd/19.005.2017
Commissioner
Berhampur Municipal Corporation,
Berhampur

INFORMATION TO BIDDER

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CHAPTER – 1

INSTRUCTIONS TO BIDDER

A. GENERAL

1.1 Definitions:

- (a) **“Authority” means the** Berhampur Municipal Corporation (BeMC), Berhampur represented by its Commissioner or his authorised representative.
- (b) **“Bidder” means any entity as defined in the** RFP that provides the services to the Authority under the contract. The term Service Provider/Agency/Operator, used in the bid document interchangeably would mean the bidder.
- (c) **“Contract” means the contract signed by the parties along with all attached documents** listed in the Bid Document
- (d) **“Day” means a calendar day.**
- (e) **“Government” means the Government of Odisha.**
- (f) **“Personnel” means professionals and support staff provided by the** bidder and assigned to perform the services in full or in any part thereof.
- (g) **“CC” means conditions of contract as laid down at chapter 3 of the bid document.**
- (h) **“RFP” means** Request for Proposal and is the document which provides bidder all information needed to prepare their proposals.
- (i) **“Service/Services” means the work performed by the bidder / service provider** pursuant to the Contract. Project and service are interchangeably used in this document.
- (j) **“Service area” means** the area defined in clause 3.7 of this RFP
- (k) **“Terms of Reference” (ToR) means the document included** in the bid document at chapter-2, which explains the objectives, scope of work, activities, tasks to be performed, time line and deliverables of the assignment.

1.2 Background

Berhampur Municipal Corporation consist of 40 Wards with area 37.09 Sq.Km. The Total Waste Generated is about 150 MT per Day. The Population as per Census 2011 is 3.55 Lakhs. The City is having Road length 391.938 Km. and Drain length 432.658 Km.

To undertake Collection & Transportation of Municipal Solid Waste, BeMC intends to engage one or more private operators for door to door collection of waste from households. The private operator(s) will have to deploy minimum 25 or more different Vehicles in order to collect and transport waste from each household and all commercial establishments in the area designated by BeMC through own or hired Vehicle and unload at dumping yard of BeMC. It is envisaged that each Vehicle has to cover minimum 1000 Houses/ Establishments per day and travel about 40 Km per day.

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

1.3 Location

The service shall be performed in the entire Berhampur Municipal Corporation area.

1.4 BID description

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

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

1.5 Service Period

The Agency shall be appointed for collection & transportation project for 3 **(Three) years**.

1.6. Site visit and Due diligence by Bidder

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

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

1.7. Availability of Bid Document

Bid Documents can be downloaded from the official website Website www.berhampur.gov.in.

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 | Bid Documents can be downloaded from the official website www.berhampur.gov.in |
| Cost of Bid Document | Rs. 5,000.00 + 5% VAT = Rs.5,250.00 (Rupees Five Thousand Two hundred fifty Only) which is non-refundable. |
| Earnest Money Deposit | Rs. 1,00,000/- (Rupees One Lakh Only) |
| Downloading of Bid Document | 10.00 AM of Dt. 20.05.2017 To 4.00 PM of Dt. 27.05.2017 |
| Last Date Of Receipt of filled up Bid Document | Up to 5.00 PM of Dt. 29.05.2017 |

Financial eligibility criteria

- a) The bidder should have minimum average annual turnover of Rs. 50 lakhs (Rupees Fifty lakhs) in any two years during last 3 years. The bidder has to provide audited **financial report and auditor's certificate in support of the turnover.**
- b) The bidder should not have borne any loss during last 2 financial years and should have positive net worth. A certificate in support of the same from a chartered accountant has to be submitted by the bidder.

1.12 History of Litigation and Criminal Record:

- 1.12.1 If any criminal cases are pending against the bidder or member at the time of submitting the bid, then the bid shall be summarily rejected. The bidder shall submit an affidavit in negation of the above.
- 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 Authority. He will however, be given suitable opportunity to offer his explanation before action is taken against him.

1.13 Other Requirements:

- 1.13.1. Even if the bidder qualifies in technical & financial criteria, his bid shall be summarily rejected if the bidder is found to have misled or made false representation in the form of any of the statements submitted in proof of the eligibility and qualification requirements.
- 1.13.2. The bid shall also be summarily rejected if the bidder has been blacklisted/barred by a Authority in the past or has a record of non-performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion or financial failure.
- 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 Authority.

1.14 List of document to be submitted along with the bid

1. Bid cost and Earnest money deposit
2. Work experience in managing fleet of minimum 10 vehicles for providing safe and destined transportation services as per **schedule 5** along with client certificate
3. PAN & Service tax registration certificate copy
4. Bidders legal status document
5. Labour license, EPF & ESI registration copy
6. Audited P/L & B/S in support of financial eligibility criteria
7. **Bidder's net worth certificate from chartered accountant**
8. Income Tax return for the last 3 years
9. Brief organizational structure and profile of the bidder
10. Power of attorney as per **schedule 2**
11. Affidavit as per **schedule 3**
12. Bidders detail as per **schedule 4**
13. 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

1.15 Certificates/Documents attestation & verification:

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

1.16 Cost of Bidding:

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

B. BID DOCUMENTS

1.17. Bid Documents:

1.17.1. A set of Bid Documents comprising of the General & Techno-Commercial Bid and the Price Bid together with all addenda/clarification thereto, shall be available in the Website www.berhampur.gov.in.

1.17.2. The bidder is expected to examine carefully all instructions, terms of reference, bid conditions, forms, appendices to bid, addenda in the bid documents. Failure to comply with the **requirements of bid submission will be at the bidder's own risk.**

1.17.3. The intending bidders can use the downloaded bid documents provided that the cost of bid document amounting to Rs.5, 000/- + 5% VAT =Rs.5,250/- (Rupees Five Thousand Two hundred Fifty) only has to be furnished with the bid document in shape of Bank Draft drawn **in favour of "Commissioner, Berhampur Municipal Corporation"** payable at Berhampur in a separate cover marked as **"COST OF THE BID DOCUMENTS"** along with General & Techno-Commercial Bid in Cover-A. The Demand Draft should be made within the last date of down loading of bid document failing which the bid will be liable for rejection.

1.18. Any Clarification regarding the bid can be communicated through our official mail ID mcbemc08@gmail.com.

1.19. Amendment of Bid Documents:

1.19.1. At any time prior to the dead line for submission of bids, the Authority may for any reason, whether at its own initiative or in response to the clarifications requested by the prospective bidders, modify the bid documents by issuing an Addendum. Such addenda will be binding upon all bidders.

1.19.2. In order to afford prospective bidders reasonable time to take such addenda into account in preparing their bids, the Authority at his discretion, may extend the dead line for the submission of bids, if necessary.

C. PREPARATION OF BID

1.20. Language of the Documents:

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

1.21. Documents Comprising the Bid:

- (a) General & Techno-Commercial 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 RFP.

1.22. Sufficiency of Bid:

The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the services to be provided and of the prices quoted in the financial bid, which shall cover all his obligations under the contract and all matters and things necessary for the successful accomplishment of the services / assignments.

1.23. Preparation of bid:

- 1.23.1. The Proposal as well as all related correspondence exchanged by the Authority & the bidder shall be written in English language.
- 1.23.2. In preparing the proposal, the bidder is expected to examine in detail the documents comprising the bid document. Material deficiencies in providing the information requested may result in rejection of a proposal.

1.24. The Financial offer:

- 1.24.1. The services shall be provided as described & elaborated in the terms of reference (ToR) at Chapter - **2. The bidders shall quote their offer on 'monthly rate per Vehicle including all labour cost & consumables' basis for the services in the prescribed format** in schedule 8 of the bid document. Price bid in no other format shall be accepted.
- 1.24.2. The offer shall be inclusive of all costs associated with the assignment including remuneration towards manpower, fees, cost of Petroleum, Oil, & Lubricants (POL), T&P, logistics, hardwares, consumables, infrastructure backup etc. The offer shall also be inclusive of all Duties, Levies, Taxes, Cess etc. of the Central and State Govt. excluding service tax.

Further it shall also include all other expenses incidental thereto for successful accomplishment of the services in conformity with the ToR.

- 1.24.3. The bidders should make realistic assessment of the nature of work and the extent of technical, managerial and resources inputs required to carry out the services included in the ToR, diligently to achieve high quality outputs & deliverables within the stipulated time, and quote their offer accordingly.
- 1.24.4. The rate quoted by the Bidder shall remain **firm** till the validity period or extension thereof.

1.25. Bid Validity:

- 1.25.1. The bid will remain valid for a period of 180 (One Hundred Eighty) days from the last date of submission of Bid. The Authority will make its best effort to complete the process and issue LOA within this period. However, should a need arise, the Authority may request the bidder to extend the validity period of the proposal.
- 1.25.2. Bidders who do not agree to extend the validity may refuse without forfeiting the EMD.

1.25.3. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his EMD.

1.25.4. A Bidder who withdraws his bid without a valid reason (to be decided by the authority competent to accept the bid) shall be disqualified for bidding further works under BeMC with forfeiture of EMD.

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

1.26.1. The bid document shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the bidder to the contract. Proof of authorization shall be furnished in the form of a certified copy of Power of Attorney, which shall accompany the bid. All pages of the bid where entries or corrections have been made shall be initialled by the person or persons signing the bid.

1.26.2. The completed bid shall be without any alterations, overwriting, inter-relations or erasures except those which accord with instructions given by the Authority or as may be necessary to correct errors made by the bidder and in the later case, any such correction shall be initialled by the person or persons signing the bid.

1.26.3 A bidder is eligible to submit only one bid.

1.27 Earnest Money Deposit:

1.27.1. The Bidder shall furnish Earnest Money Deposit (EMD) for an amount of **Rs.1,00,000/- (One Lakhs)**, along with the **General & Techno-Commercial Bid in cover A** of the bid document.

This EMD must be in the form of Demand Draft / Bankers Cheque in favour of
“Commissioner, Berhampur Municipal Corporation” payable at Berhampur.

1.27.2. The EMD of unsuccessful bidders shall be returned without any interest after the bid is finalized in all respect.

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

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

1.28 Signing of Bids:

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

1.28.2 The bid shall contain no alterations or additions, except those to comply with instructions issued by the Bid Inviting Officer, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialled by the person signing the Bid.

1.28.3 No alteration made by the bidder in the contract form, the conditions of the contract, statements / formats accompanying the bid shall be recognized and in case of any alterations made by the bidder, the bid will be void.

D. SUBMISSION OF BIDS

1.29 Sealing and Marking of Bids:

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

1.29.2. The bid documents (i) General & Techno-Commercial 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) General & Techno-Commercial Bid.

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

- a. **GENERAL & TECHNO-COMMERCIAL BID**
- b. RFP No. _____
- c. Name of Work _____
- d. Name & Address of the Bidder: _____

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

- a. **PRICE BID**
- b. RFP No. _____
- c. Name of Work _____
- d. Name & Address of the Bidder: _____

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

- a. RFP No. _____
- b. Name of Work _____
- c. DO NOT OPEN BEFORE _____

1.29.6. If the bid is received unsealed or in damaged condition such that contents are lost or damaged, the authority will assume no responsibility for any such the misplacement or premature opening of the bid. Such a bid shall be summarily rejected.

1.30 Deadline for Submission of Bids:

1.30.1 Bids shall be received in the office of the officer designated by the date & time mentioned in the bid data. The bid may be submitted by Registered Post/ speed post only to the specified address mentioned above. The risk and responsibility for loss, delay, damage to the seal etc. shall be of the bidder. Bid Documents submitted by fax, telex, telegram or e-mail shall not be entertained.

1.30.2. 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.

1.30.3. The Authority 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 Authority and of the bidders which were previously subject to the original dead line shall thereafter be subject to the new dead line as extended.

1.31. Late Bids:

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

1.32 Withdrawal of Bids:

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

E. BID EVALUATION

1.33. Bid Opening:

1.33.1. The Authority will open the bids (cover C and then cover A containing General & Techno-Commercial Bids) pursuant to Clause 1.29, in his office at the date & time mentioned in the bid data, in the presence of the bidders or their authorized representatives, who wish to attend.

1.33.2. 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 General & Techno-Commercial Bid in cover A.
- c) Cost of bid document as per clause 1.17 is not enclosed with General & Techno-Commercial Bid in cover A.
- d) EMD as specified at clause 1.27 is not submitted along with the bid.
- e) All other required documents are not provided.

1.33.3. **Any such conditions shall be minuted and the cover 'B' shall not be opened. It shall then be kept in the safe custody of the Authority until the bid process is completed. The cover "B" shall be opened only for those bidders who qualify in the General & Techno-Commercial evaluation. The date of opening of financial bid (cover "B") shall be intimated by fax/ E-mail/Speed post to the qualified bidders.**

1.33.4. The Authority 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.

1.34. Clarification on documents submitted by bidders:

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

1.35. Determination of Responsiveness:

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

1.36. Restrictions:

1.36.1 From the time the bids are opened to the time the contract is awarded, the bidders should not contact the client on any matter related to its General & Techno-Commercial and/or Financial Proposal.

1.36.2 Any effort by a bidder to influence the Authority in any form directly or indirectly during the examination, evaluation, ranking of proposals, and recommendation for award of the contract **may result in the rejection of the bidder's proposal.**

1.36.3 Evaluators of General & Techno-Commercial Proposals shall have no access to the Financial Proposals until the General & Techno-Commercial evaluation is concluded.

1.37 Evaluation of General & Techno-Commercial Bid:

- 1.37.1. The General & Technical Proposal shall be evaluated on the basis of minimum eligibility criteria in clause 1.11 & other conditions of bid document.
- 1.37.2 Bidders meeting the eligibility criteria as per clause 1.11 and other conditions shall be eligible for opening of the financial bid.
- 1.37.3. Financial bid of the selected preferred bidders as above will be opened & evaluated.

1.38 Evaluation of Financial bid:

- 1.38.1. After the Technical evaluation is completed, the Authority shall inform in writing to the selected preferred bidders, the date, time and location for opening the Financial Proposals (Price Bids). The Financial Proposals of unqualified bidders will be returned unopened after completion of the selection process.
- 1.38.2. Financial bids shall be opened in presence of the bidder/their authorized representatives on scheduled date & time. The authorized representative should bring their authorization letter while attending opening of price bid. The bidder with the lowest price per Vehicle shall be invited for discussion and negotiation.
- 1.38.3. 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.
- 1.38.5 If the evaluation committee feels the rate quoted by the bidders are unusually high or unusually low, it will be sufficient cause for rejection of the bid unless the committee is convinced about the reasonableness of the rates quoted on scrutiny of the analysis for such rate to be furnished by the bidder on demand.

F. AWARD OF CONTRACT

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

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

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

1.40. Award Criteria:

- 1.40.1. The Authority may call the lowest bidder per each Vehicle for negotiation. After completing negotiation, the client shall award the contract to the successful bidder/ bidders. However BeMC will decide no. of Vehicles & area to be served in BeMC based on capacity of bidder. Contract value depends upon capacity of bidders to undertake the job & deployment of no. of Vehicles. If after negotiation if any serviceable area of BeMC will be left out then it will be assigned to next lowest ranked bidder, however at the same price as quoted by lowest bidder.
- 1.40.2. The bidder is expected to commence the assignment within 30 days of signing of agreement.

1.41. Notification of Award:

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

Authority to enter into a contract with the bidder for the services under this contract, the bid rates which apply to this contract and the performance security amount to be deposited by the successful bidder.

1.42 Performance Security against the service

1.42.1 Within 15 (Fifteen) days of the receipt of LOA from Authority the successful Bidder shall furnish the Performance Security for an amount equal to 5% of the annual contract value , in the shape of Bank draft / Bank Guarantee, in favour of Commissioner, Berhampur Municipal Corporation, Berhampur. 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.

1.42.2 In the event of request from the successful bidder the Earnest Money Deposit can be adjusted towards the performance security and the rest amount is to be paid in shape of bank draft/bank guarantee in favour of Commissioner, Berhampur Municipal Corporation within the stipulated period.

1.42.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the stipulated time shall constitute sufficient grounds for the annulment of the award/LoA, rejection of the bid and forfeiture of the EMD. In such an event the bidder will have no claim on the Authority and Authority has the option of considering the next lowest qualified Bidder for negotiation & award.

1.43. Signing of Agreement:

On receipt of the LoA, the successful bidder shall sign the agreement with the Authority within 15 (Fifteen) days from the date of issue of LoA. This RFP will form a part of the agreement and shall start the services within one week from the signing of the agreement.

1.44. Provision of vehicles by bidder:

The bidder shall provide the at least 25 Vehicles during the period of the contract period. At the end of 1 year, the contract may be extended for further period at the sole discretion of BeMC. The maintenance and upkeep of the vehicles shall be the responsibility of the operator.

Specification of Vehicles

TATA ACE/MAGIC with Dumper Placer

- The vehicle shall be well manoeuvrable, diesel fuel, equipped with hopper (either manual or tipper) of capacity 1.5 cubic meter or above, which can be adequate for transfer of waste from household to dumping yard at Mohuda. For example, Tata Ace/ Tata Magic or any other similar vehicle.
- ☐ Engine type should be BSIII or above single cylinder 436cc with 7.5hp@3600rpm & wheel base of 2100MM.
- ☐ The vehicle shall have tarpaulin cover.
- ☐ The vehicle should be suitable for moving in narrow lanes (up to road width of 4 m).
- ☐ Painting Inside and outside of the vehicle will be painted with enamel paint.
- ☐ The Vehicles shall meet with speed governor as per the existing RTO regulation.

TRUCK MOUNTED SUPER SUCKER MACHINE OF 4000 LITERS CAPACITY FOR SEWER LINE MAINTENANCE

VACUUM PUMP

The Vacuum Pump System incorporates an Air Cooled Positive displacement Vacuum Pump developing maximum vacuum up to 7000 MM WC (water column), and air handling capacity of minimum 1800 M³/hr. da pa.

CYCLONIC SEPARATION CHAMBER

The Vacuum Loader has an inbuilt Cyclonic Separation Chamber

FILTER SYSTEM

High Performance Filters with Automatic Cleaning System with Reverse Compressed Air jet blowing.

COMPRESSED AIR SYSTEM

The machine has inbuilt air compressor with requisite capacities to meet compressed air requirements for different system. The Compressed Air System incorporates Air receivers, Solenoid Valves with timer arrangement, purging systems etc. The controls are PLC Controlled.

HIGH PRESSURE SPRAY SYSTEM

The high pressure spray system comprises of the following:-

DRIVE SYSTEM

The Engine of the truck chassis is utilized to drive the high pressure water jetting pump and vacuum pump through a specially designed intermediate gear box installed between the vehicle gear box and the differential to provide power to the high pressure water jetting pump and vacuum pump.

HIGH PRESSURE WATER JETTING PUMP

The High Pressure Water Jetting Pump is a heavy duty positive displacement triplex reciprocating plunger type pump having rated discharge capacity of minimum 100 LPM and rated pressure of minimum 120 bar. Pump is fitted with suitable safety valve and pressure regulating unloader valve in the high pressure line to protect from excess pressure. Water requirements for the high pressure spray will be from an inbuilt water tank of 1000 Ltrs. The water can be further fed with water from separate water tanker having clean water.

SPRAY HOSE AND REEL DRUM

The High Pressure Water Spray is provided with rubber hose (length –15m, size –15mm dia.) with hand gun suitable to withstand maximum working pressure and. various operating floors during winding and unwinding operation is provided. The Hose is mounted on a hose reel drum.

TANK

The Cylindrical Tank of 6mm thick MS Plate and dish ends are fabricated out of 8mm thick MS plates conforming to IS: 2062 grade. The Sludge Tank has a capacity of about 4000 Ltrs. and is mounted on a appropriate sub-frame, which in turn is bolted to the truck chassis.

HYDRAULIC SYSTEM /CONTROLS

The Hydraulic System includes hydraulic pump driven by vehicle PTO, Hydraulic tipping cylinder, door opening /closing cylinders, hydraulic tank, oil pipeline and control valve etc. all the control valves/gauges etc. required for operation of the complete system are grouped and mounted at a convenient place at the rear end of the vehicle, so that the entire control/operation of the system can be carried out from single location. A separate hydraulic motor operated compressor for cleaning of Stainless filters by reverse jet purging is also provided.

TRUCK CHASSIS

The entire unit is to be mounted on truck chassis of make TATA/Ashok Leyland/Eicher or equivalent of 16 Ton GVW BS-III with driver's day cabin and side

TRUCK MOUNTED ROAD SWEEPING MACHINE WITH VACUUM SUCTION SYSTEM SUITABLE FOR INDUSTRIAL APPLICATION – SUITABLE FOR MOUNTING ON 11 TON GVW TRUCK CHASSIS

| Description | Specification |
|--|--|
| Application | Cleaning of municipal and industrial Plant Roads and paved areas. |
| Type | Truck Mounted Single Sweep with filter system on 11 Ton GVW Truck Chassis. |
| Auxiliary Diesel Engine | |
| Power | 100 H.P. |
| No. of Cylinders | 4 Nos. |
| Engine Cooling | Water Cooled |
| Fuel Tank Capacity | 100 Ltrs. |
| Battery | 24/12 V, 200 Ah |
| Frame | Heavy Duty Steel Frame. |
| Sweeping System | The sweeping system consists of one central brush, Two side brushes with one suction head. Sweeping is carried out by the Central brush and both side brushes operating simultaneously. |
| Main Broom (Dia/Length/Quantity) | Dia – 400 , Length -1900 mm, 1 No. |
| Side Brush | Diameter 800 mm – 2 Nos. |
| Sweeping width | 2800 mm, with main broom & two side brushes. |
| Operation of brushes | Through individual Hydraulic Motors using power from hydraulic pump. All the brush operation is controlled from the driver's cabin. |
| Sweeping Speed | 4 – 10 KM/Hr depending upon dust load/road condition. |
| Driving System | |
| Drive of vacuum Exhauster | Through Centrifugal clutch from auxiliary diesel engine. |
| Drive of Hydraulic Pump for Sweeping machine | Through V-Belt from auxiliary diesel engine. |
| Drive of Hydraulic Pump for Tipping | Through Side PTO of Truck chassis. |
| Dust Hopper | |
| Volume | 5000 Ltrs in stainless steel. |
| Dumping Height | 1100 mm |
| Tipping Operation / Discharge of material | Hydraulically actuated - Rear discharge door locking / unlocking, Door lifting / lowering and Tipping of dust hopper. |
| Suction System | |
| Fan Centrifugal | High Performance centrifugal blower |
| Dust Control System | Due to provision of the Imported pleated filters, the blower exhaust meets PM-10 pollution control norms and the machine is capable of undertaking sweeping work in dry mode without necessity to spray water. |
| Filter type | Imported Pleated Fabric Type. |
| Filter Cleaning | Reverse compressed air jet purging. |
| Rear Suction Hose | 150 NB – 4M Long |
| Water Spray and Jetting System | |
| Water Pump | Pressure Type (20 LPM 40 Bar). |
| Water Tank Capacity | Stainless Steel water tank of 400 Ltrs. |
| Spray Location | On Side Brush |
| Washing Hose | The high pressure Jetting Rubber hose (length -10m, size-1/2" dia) on |

| | |
|-----------------------------------|---|
| | hose reel drum with hand gun. |
| Indicators in panel | |
| Engine Oil pressure | Provided |
| Engine Cooling liquid temperature | Provided |
| Fuel Gauge | Provided |
| Operating hour meter | Provided |
| Painting | Automotive Paint. |
| Suitable Truck Chassis | 11 T GVW with standard non-sleeper cabin fitted with side PTO. |
| Wheel Base | 3800 mm |
| Salient Features | |
| | 1) Machine Capable of undertake dry sweeping without necessity to spray water as pleated fabric filters (meeting PM-10 norms) are provided with continuous cleaning arrangement in machine. |
| | 2) Machine Powered with an auxiliary diesel engine and incorporating latest international electro-hydraulic systems. |
| | 3) Machine with straight through suction. |
| | 4) Rugged machine, specially designed for high ambient temperature and heavy dust loads prevalent in India. |

TRUCK MOUNTED ROAD SWEEPING MACHINE MOUNTED ON 16 TON GVW TRUCK CHASSIS

| S.NO. | Description | Specification |
|--------------|--|--|
| 1. | Application | Cleaning of Municipal and Industrial Plant Roads and paved areas. |
| 2. | Type | Truck Mounted Single Sweep with Bag filter on 16 Tons GVW truck chassis. |
| 3. | Auxiliary Diesel Engine | |
| 3.1 | Power | 100 H.P. |
| 3.2 | No. of Cylinders | 4 Nos. |
| 3.3 | Engine Cooling | Water Cooled |
| 3.4 | Fuel Tank Capacity | 100 Ltrs. |
| 3.5 | Battery | 24/12 V, 200 Ah |
| 4 | Frame | Heavy Duty Steel Frame. |
| 5 | Sweeping System | The sweeping system consists of one central brush and Two side brushes with one suction head. Sweeping is carried out by the Central brush and both side brushes operating simultaneously. |
| 5.1 | Main Broom (Dia/Length/Quantity) | Dia – 400 , Length -1900 mm, 1 No. |
| 5.2 | Side Brush | Diameter 800 mm – 2 Nos. |
| 5.3 | Sweeping width | 3000 mm, with main broom & two side brushes. |
| 5.4 | Operation of brushes | Through individual Hydraulic Motors using power from hydraulic pump. All the brush operation is controlled from the driver's cabin. |
| 5.5 | Sweeping Speed | 4 – 10 KM/Hr depending upon dust load/road condition. |
| 6 | Driving System | |
| 6.1 | Drive of vacuum Exhauster | Through Centrifugal clutch from auxiliary diesel engine. |
| 6.2 | Drive of Hydraulic Pump for Sweeping machine | Through V-Belt from auxiliary diesel engine. |
| 6.3 | Drive of Hydraulic Pump for Tipping | Through Side PTO of Truck chassis. |
| 7 | Dust Hopper | |

| | | |
|-----------|---|--|
| 7.1 | Volume | 6500 Ltrs in stainless steel. |
| 7.2 | Dumping Height | 1100 mm |
| 7.3 | Tipping Operation / Discharge of material | Hydraulically actuated - Rear discharge door locking / unlocking, Door lifting / lowering and Tipping of dust hopper. |
| 8 | Suction System | |
| 8.1 | Fan Centrifugal | High Performance centrifugal blower |
| 9 | Dust Control System | Due to provision of the Imported pleated filters, the blower exhaust meets PM-10 pollution control norms and the machine is capable of undertaking sweeping work in dry mode without necessity to spray water. |
| 9.1 | Filter type | Imported Pleated Fabric Type. |
| 9.2 | Filter Cleaning | Reverse compressed air jet purging. |
| 10 | Rear Suction Hose | 150 NB – 4M Long |
| 11 | Water Spray and Jetting System | |
| 11.1 | Water Pump | Pressure Type (20 LPM 40 Bar) |
| 11.2 | Water Tank Capacity | Stainless Steel water tank of 400 Ltrs. |
| 11.3 | Spray Location | On Side Brush |
| 11.4 | Washing Hose | The high pressure Jetting Rubber hose (length -10m, size-1/2" dia) on hose reel drum with hand gun. |
| 12 | Indicators in panel | |
| 12.1 | Engine Oil pressure | Provided |
| 12.2 | Engine Cooling liquid temperature | Provided |
| 12.3 | Fuel Gauge | Provided |
| 12.4 | Operating hour meter | Provided |
| 13 | Painting | Automotive Paint. |
| 14 | Truck Chassis | 16 Tons GVW, BS-IV with standard non-sleeper Driver's cabin fitted with Side PTO. |
| 15 | Salient Features | <p>1.4 Machine Capable of undertake dry sweeping without necessity to spray water as pleated fabric filters (meeting PM-10 norms) are provided with continuous cleaning arrangement in machine.</p> <p>1.5 Machine Powered with an auxiliary diesel engine and incorporating latest international electro-hydraulic systems.</p> <p>1.6 Machine with straight through suction.</p> <p>1.7 Rugged machine, specially designed for high ambient temperature and heavy dust loads prevalent in India.</p> |

| RIDE ON ROAD SWEEPER | | |
|-----------------------------|---|---|
| S.NO. | Description | Specification |
| 1. | Application | Cleaning of Municipal and Industrial Plant Roads, Parking Areas and other paved Areas |
| 2 | Type | Ride on |
| 3. | Engine | |
| 3.1 | Power | 100 H.P. |
| 3.2 | No. of Cylinders | 4 |
| 3.3 | Engine Cooling | Water Cooled |
| 3.4 | Battery | 12 V, 100 Ah |
| 4 | Frame | |
| 4.1 | Material of construction | High Tensile Steel |
| 5 | Sweeping System | One main brush with two side brushes. |
| 5.1 | Main Broom (Dia/length/ Quantity) | Diameter 400 mm, Length 1270 mm, 1 No. |
| 5.2 | Side Brushes | Diameter 600 mm – 2 Nos. |
| 5.3 | Cleaning width with Main Broom and Two Side Brushes | 2000 mm, with main broom & Two side brushes. 1700 mm with main broom & One side Brush. |
| 5.4 | Operation of brushes | Through individual hydraulic motors using power from hydraulic pump. All the brush operations are controlled from the Drivers cabin. |
| 5.5 | Sweeping Speed | 4-8 Km /Hr |
| 6 | Drive System | |
| 6.1 | Drive of Sweeping machine | Hydraulic Motor |
| 6.2 | Tipping | Hydraulic |
| 7 | Hopper | |
| 7.1 | Volume | 800 Ltrs. |
| 7.2 | Dumping Height | 1650 mm |
| 7.3 | Tipping Operation | Hydraulic Actuated discharge door locking/ unlocking, door lifting /lowering and tipping. |
| 8 | Suction System | |
| 8.1 | Fan Centrifugal | Centrifugal Blower |
| 9 | Dust Control System | The air borne dust in the dust hopper is sucked through a blower and is filtered through the bag filter system and clean air is exhausted in to the atmosphere. |
| 9.1 | Filter type | Imported Pleated Fabric filter. |
| 9.2 | Filter Cleaning | Reverse compressed air jet purging |
| 10 | Indicators in Panel | |
| 10.1 | Engine Oil pressure | Provided |
| 10.2 | Engine Cooling liquid temperature | Provided |
| 10.3 | Fuel Gauge | Provided |
| 10.4 | Operating hour meter | Provided |
| 11 | Painting | Automotive paint |
| 12 | Cabin | An All-weather Driver's Cabin with excellent operator visibility. Air conditioning available as an optional cost. |
| 13 | Steering | Rear Wheel steered hydraulically |
| 14 | Braking System | |
| 14.1 | Main Brakes | Front Wheel:- Hydraulic actuated Braking shoe on brake drum Rear wheel:- Hydrostatic braking |
| 14.2 | Parking Brakes | Provided |

| | | |
|----|--------------------------|---|
| 15 | Overall Dimension | |
| | Length | 3100 mm |
| | Width | 2000 mm |
| | Weight | 3600 Kgs. |
| 16 | Salient Features | <p>1) Machine capable to undertake dry sweeping without necessity to spray water as pleated fabric bag filters (meeting PM-10 norms) are provided with continuous cleaning arrangement in machine.</p> <p>2) Machine Powered with an Indian diesel engine, and incorporating latest international - electro-hydraulic systems.</p> <p>3) Mechanical Sweeping by brushes.</p> <p>4) Rugged machine, specially designed for high ambient temperature and heavy dust loads prevalent in India.</p> |

HIGH PRESSURE JETTING AND SEWER SUCTION MACHINE OF CAPACITY 4000LTRS WITH BLOW BACK ARRANGEMENT

GENERAL

The equipment shall be a Truck Mounted Mobile Unit suitable for dislodging and removing obstructions and blockages from sewer lines by a High Pressure Water Jetting System and suctioning the Sludge / slurry from sewer manholes, gully pits, septic tanks etc. by Vacuum Suction System and discharging the collected sludge by Blow-back Arrangement.

SYSTEM DESCRIPTION

The Jetting and Suction Unit mounted on vehicle shall comprise of the following:

- Drive System
- Tank
- Exhauster/Compressor
- High Pressure Jetting Pump
- Jetting Hose and Hose Reel Drum
- Hydraulic System & Controls
- Accessories

DRIVE SYSTEM

The Engine of the Truck Chassis shall be utilized to drive the jetting pump through a split-shaft power take-off unit installed between the vehicle gear box and the differential unit. However, the vacuum pump shall be driven through a hydraulic motor. The Hydraulic pump is driven through the side PTO of the truck gear box. The changeover of the PTO unit for individual drive is from driver's cabin.

TANK

The cylindrical tank and Dish ends shall be fabricated out of MS Plates conforming to IS: 2062 grade. The tank shall have a capacity of 4000Ltr in two compartments

(2000 Ltrs of fresh water and 2000 Ltrs of sludge). The tank shall be mounted on an appropriate sub-frame, which in turn shall be mounted on the truck chassis.

The tank shall have Blow-Back arrangement for discharge of material from the sludge tank. The rear door of the sludge tank shall be fitted with hydraulic cylinders for opening and closing of the door. Adequate sealing and locking arrangement shall be provided to render the door leak proof. Necessary arrangement shall be made for filling and draining the fresh water compartment is provided.

The Level Indicator made of thick transparent acrylic tubing shall be provided on both fresh water and sludge compartments at a convenient position for the operator to view the level of water/sludge inside the tank.

The tank exterior shall be spray painted with a coat of superior quality anti-corrosive primer and two coats of enamel paint of reputed make. The tank interior shall be coated with two coats of anti-corrosive epoxy paint.

EXHAUSTER/COMPRESSOR

The Exhauster/Compressor is of proven design with rated capacity of 540 Cu.M/Hr (9000LPM) of air flow and is capable of generating vacuum of upto 700mmHg (90%Vacuum) during suction and alternatively pressure of upto 1.5Bar under pressure mode during Blow-back.

The unit is utilized for operating under vacuum for suctioning sludge through a 80mm dia suction hose and alternatively in pressure mode for discharging by Blowback the sludge from the tank without tipping/opening of the doors through a 4 way valve for change over from suction operation to pressure mode. Under the pressure mode, compressed air can be injected into the Sewer Manhole, Septic Tank etc. for Blow back and agitate the sludge/slurry before suction.

HIGH PRESSURE JETTING PUMP

The High Pressure Jetting Pump shall be heavy duty, positive displacement, and single acting triplex reciprocating plunger type pump having rated discharge capacity of 220 LPM at a pressure of 140Bar. The pump shall be fitted with suitable safety compressor regulating unloader valve in the high-pressure line to protect from excess pressure, particularly when operating under blocked jet condition. A suitable water filter shall be provided between the water tank and high-pressure pump to prevent sand and dirt entering into the high-pressure pump.

JETTING HOSE AND HOSE REEL DRUM

The High Pressure Jetting Hose (dia. 25 mm, length 60 M) suitable to with stand maximum working pressure and various operating forces during winding and unwinding operations shall be provided. The hose shall be mounted on a Hose Reel Drum located on the rear of the equipment and shall be driven through a hydraulic motor for winding and unwinding operations.

HYDRAULIC SYSTEM/CONTROLS

The Hydraulic System includes hydraulic pump driven by vehicle PTO, door opening cylinder, and hydraulic motor for winding/unwinding of jetting hose, hydraulic tank, oil pipe and control valve.

All the controls, gauges, switches, etc required for operation of the complete system are grouped and mounted at a convenient place at the rear end so that the entire controls / operations of the system shall be affected from a single location.

2.7 ACCESSORIES

- 3 Nos. 5 Mtrs. long heavy duty, PVC flexible suction hoses of 80mm internal diameter and fitted with quick action couplings are provided along with the equipment.

- Set of Jetting Nozzle.

3.0 TRUCK CHASSIS

The entire unit is suitable for mounting on Two Axle 9 Ton GV WBS-IV Truck Chassis of Ashok Leyland /TATA / Eicher or equivalent with Non-Sleeper Driver’s Cabin and PTO.

DATASHEET

| | | |
|----|--|---|
| 1. | Type | Combined High Pressure Jetting and Sewer Suction Machine with Blow Back arrangement |
| 2. | Tank Capacity | 4000 Ltrs in two compartments (Water 2000Ltrs. Sludge 2000Ltrs.) |
| 3. | Exhauster /Compressor Reputed ISO Certified Company | FAD: 540 Cu.M/Hr Vacuum: 90% Max Over Pressure: 1.50 Bar |
| 4. | High Pressure Jetting Pump Reputed ISO Certified Company | Capacity : 220 LPM Pressure : 140 Bar |
| 5. | Jetting Hose Reputed ISO Certified Company | Dia. : 25 mm Length : 60 m |
| 6. | Truck Chassis (By Client) | 9 Ton GVW BS – IV Truck Chassis with Non-Sleeper Driver Cabin fitted with PTO. |

CHAPTER-2

TERMS OF REFERENCE

2.1 Scope of Work

The objective of this contract is to ensure an efficient and effective door to door collection and cleaning of Roads and Drains for achieving total solid waste disposal to either the transfer points or to the Landfill within the service area (zone) to achieve the service outputs and standards as specified in the ToR.

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

1. Deployment of resources for Vehicles as per field requirements
2. MSW Collection and transportation of solid waste through Vehicles.

3. Cleaning of Roads and Drains by operating the Vehicles.
4. Ancillary activities and reporting for
 - a. Complaint registration and redressal
 - b. Implementation of tracking & monitoring mechanism
5. All such deployment and activities for completeness of the service delivery and achieving the service standards

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

2.1.1 Part A - Resource Deployment as per field requirements

The scope of work under this item shall include

- ☐ **Operator to Provide Vehicles/ Machineries along with one Driver/Operator and One helper on monthly hiring basis.**
- ☐ The Operator shall properly maintain the vehicles and other infrastructure including stocking adequate inventory & spares and shall replace immediately based on requirement for continuance of hassle free service in the most efficient manner.
- ☐ The Operator shall obtain adequate insurance for the vehicles.
- ☐ The Operator shall be responsible for any damage to vehicles etc. during the period of Contract and shall repair/ replace immediately during the period of Contract.
- ☐ The Operator shall, during the Contract Period, deploy one driver, one helper per each vehicle, two unloading staff for each ten numbers of manual hoppers, one supervisor for each set of ten vehicles, one manager from the company, one person who manages complaint, reserve manpower for satisfactory redressal of complaints.
- ☐ No municipal worker will be made available for waste collection, loading and unloading, driving or for any other purpose.
- ☐ Uniform for the workers should be inscribed with the logo of BeMC. Operator may also inscribe his company name along with BeMC. The design should be approved in consultation with Authority. Workers shall wear clean uniforms during all periods of operations.
- ☐ Ensuring deployed staff in pre-scribed uniform and Identity Card with photo during working hours. The driver appointed/engaged by the Operator shall have a valid driving licence as desired for the specific vehicle.
- ☐ The Operator shall employ skilled, disciplined and sincere drivers, cleaners, helpers and mechanics in sufficient numbers for carrying out loading, unloading and transportation operations at the required rate of progress and of quality to ensure workmanship of the degree specified **in the Contract for timely fulfilling of the Operator's obligations under the Contract** and to the satisfaction of Authority. The number of drivers, cleaners and helpers to be deployed for transportation operations will be at the discretion of the Operator. However, the Operator must comply with Labour Laws and must provide the adequate staff for weekly off, leave etc.
- ☐ **Any lack of workforce shall be considered as Operator's deficiency. The Operator shall ensure sufficient staff for different operations under this Contract. No additional payments will be made, if the increase in the work force and equipment are needed at a later stage to meet the requirement of work. The Operator may, at his own cost and responsibility, increase workforce and equipment in order to meet the requirement of work.**

- ☐ The Operator shall comply with all the provisions of the laws regarding deployment of labor under the contract. It shall be the liability and responsibility of the Operator to implement the provisions of Acts; the Abolition of Contract Labor Act, The Minimum Wages Act, the **Workmen's Compensation Act and Provident Fund Act.**
- ☐ At all times during continuance of the Contract, the Operator shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The Operator shall keep the BeMC indemnified in case any action is taken against the BeMC by any one on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
- ☐ The Operator shall be responsible for health safety measures of his workers.
- ☐ Extra cost of manpower and fuel incurred for redressal of grievances should be borne by the party.

2.1.2 Part B – MSW collection and Transportation

The scope of work under this item shall include

- ☐ Door to Door collection of municipal solid waste from all residential areas, all commercial/office areas, apartment complexes in the service area, through Vehicles.
- ☐ The area of coverage by each Vehicle by an operator will be on household basis, the details of household to be covered will be given by BeMC. A Vehicle shall cover a minimum of 1000 houses/ establishments per day.
- ☐ The waste collected from the houses/ establishments is to be transported to the dumping yard or Transfer point using Vehicles, as per the accessibility of the location and available width of the road. The collection point will be from household to household and will be transported to the dumping yard at Mohuda. It is envisaged a Vehicle shall be required to travel about 40 kms per day.
- ☐ Door to Door collection of MSW is to be carried out on daily basis at pre decided time & schedule by BeMC in consultation with community by utilizing bell or musical alert as per the recommendation of schedule-II of Municipal Solid Waste Management & Handling Rules, 2000.
- ☐ Daily to Door collection of MSW from residential areas will be carried out generally in first shift, but it can be spread in two shifts, if required.
- ☐ Daily door to door collection of MSW will be carried out beat-wise/ street-wise/ zone-wise as per detail schedule.
- ☐ The services of door to door collection and transportation of waste shall be provided on all 365 days in a year irrespective of any National Holidays or local holiday, Festivals and Sundays.
- ☐ The Operator shall ensure that the vehicle is properly covered with tarpolin during transportation of waste so that there is no slippage of waste during transportation.
- ☐ The Operator will take precautions to avoid inconvenience, damage, destruction or disturbance to any third party's right and properties

(List of service areas shall be decided mutually between BeMC and operator at the time of contract negotiation.

2.1.3 PART D – Ancillary Activities

The scope of work under this item shall include

- ☐ Tracking and monitoring of Solid Waste collection and transportation system. This will include a mobile phone communication system and Vehicle Tracking and Monitoring (VTM) System (using real time GPS (Global Positioning System) / GSM (Global System for Mobile Communication) / any other advanced technology) fitted in each vehicle to enable the tracking of the vehicle movement online.

- ☐ The Vehicle Tracking and Monitoring (VTM) System to be installed in each of the vehicle shall be provided by operator shall be required to maintain the VTM system at his cost.
- ☐ The Operator shall ensure that the VTM system is operational at all times. The reports related to the VTM system should be duly verified by the Authority in accordance with this Contract.
- ☐ The VTM system would be accessible from the Authority's control room for day to day monitoring of work.
- ☐ **The BeMC shall establish a "Complaint Redressal Center" to address customer complaints in line with established standard protocol.**
- ☐ BeMC shall also provide required resource support for 24x7 registrations, monitoring and compliance reporting of customer complaints in respect of SWM by providing a helpline number to citizen of city.
- ☐ The BeMC shall ensure adequate number of telephones lines with voice recording facility for receiving customer calls/complaints. The BeMC shall make arrangements to forward the same complaints to operator for action on same within the service area in timely manner.
- ☐ **Mobile communication system between the "Complaint Redressal Center" and the supervisory field staff of the operator.**
- ☐ All complaints related to the Project would need to be addressed within Ten (10) hours of operator receiving the complaint failing which the Authority will have the right to demand an explanation or resolution of the complaint to their satisfaction.
- ☐ **A "complaint redressal log book" should be maintained by the Operator containing the relevant information including the action and time taken for compliant redressal.**
- ☐ Format of the complaint redressal log book would be finalised in consultation with the Authority.
- ☐ The Operator would be required to submit a monthly complaint and redressal record to the Authority with a summary of complaints including: Categorization of type of complaints
 - Number of complaints during the previous month
 - Percentage of complaints addressed in Ten (10) hours
 - Percentage of complaints not addressed in Ten (10) hours and reasons therefore
 - Major unresolved complaints if any
- ☐ Undertake community interaction and consultations at regular intervals along with BeMC officials.

2.2 Service delivery compliance

- ☐ Ensure safe transportation and unloading of the collected Municipal Solid Waste to the dumping yard at Mohuda.
- ☐ The Operator should ensure adequate safety for all manpower deployed.
- ☐ The man power deployed by the service provider shall have to wear uniform/apron during working hours bearing the logo of BeMC which have to be approved by the Authority
- ☐ All vehicles shall have permanent name plates indicating the Authority's name and helpline number for complaint redressal system.
- ☐ All vehicles should comply with the fuel emission norms as per the applicable Laws.
- ☐ The drivers of the transportation vehicle shall carry the driving license/ registration certificate and all other documents of the vehicle as per requirements of RTO and applicable Laws.
- ☐ Washing/cleaning and disinfection of the transportation vehicles must be carried out on a daily basis as per the schedule, which would be available to the Authority for inspection and verification.

2.3 Service Delivery Schedule

A tentative time schedule/work schedule is indicated below.

| Activities | Time Schedule |
|--|---------------------|
| Door to Door collection of MSW from various houses/ establishments | 7:00 AM to 01:00 PM |

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

- ☐ The Operator should ensure same timing as far as possible. However the timing can be modified with prior approval of BeMC Authorities and adequate communication to the affected customers.
- ☐ The Operator shall ensure operations on all 365 days in a year.

2.4 Service delivery performance Criteria

The Operator has to achieve the following performance levels.

| Parameter Description | Minimum Achievement Target | Actual monthly Achievement | Non-compliance penalty |
|-------------------------------|----------------------------|---|--|
| Door to Door Collection | Daily service | All days of the Month | 5% of monthly bill for each Vehicle for every day of short fall or part thereof |
| Compliant Redressal | 90% within 10 hrs | CR/TC CR – During the month Total no. of Complaint redressed with 10 hrs TC – Total complaint received during the month | 1% of monthly bill for every 5% short fall or part thereof for every Vehicle |
| GPS system to be run All days | Daily service | All days of the Month | 1% of monthly bill for each day of non functioning of GPS system for each vehicle. |

- ☐ Authority can conduct service delivery assessment and customer satisfaction sample survey within the service area at regular interval to assess the performance.
- ☐ The monitoring mechanism shall be such so as to ensure proper performance by the operator.
 - Door to door certification from each houses/ establishments
 - Certification by a committee from the existing houses/ establishments from each lane

2.5 Payment Schedule

The Private Operator will submit monthly bill at the 1st Week of subsequent month along with Vehicle wise attendance report certified by designated officer authorised by BeMC. After detail scrutiny of bills and other deliverable as mentioned above, payment will be made within 15 days of submission of bills.

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 of Berhampur.

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 i.e., 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 15 days of signing of contract. The Authority 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 15 days for the entire zone.

3.5. Service responsiveness

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

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 and reporting
5. Performance evaluation mechanism and reporting template

3.6. Service Period

The Operator shall be appointed for Collection & Transportation of Municipal Solid Waste in BeMC, for period of **1 (one) years** from the effective date. The service shall be provided for all the seven days of a week.

The contract period of the operator may be further extended by another term of 1 year by BeMC at its discretion based on the satisfactory performance of operator in the first year.

The extension shall be granted to operator only after mutual agreement between BEMC and Operator.

An escalation of 5% shall be provided to operator in the fee quoted by operator per Vehicle per month for the first year while retaining all other terms and conditions of this agreement remain unchanged.

3.7 Service Area

The service area shall be the geographical boundary of the zone consisting of current wards of BEMC which will be decided by Authority during the contract negotiation **considering each Vehicle has to cover minimum 1000 Houses/ Establishments per day and travel about 40 Km per day.**

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

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

3.8. 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.

3.10 Accessibility to Authority

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

3.11. Client Coordination

The Authority shall appoint a nodal officer to oversee the assignment, certify bills, coordinate with the Operator and to address issues associated with the service assignment.

3.12 Contact 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 mobilisation advance is payable to the Operator.

3.14. Sufficiency of Deployment

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

3. 16. Authority's Support

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

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

3.17 Subletting

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

3.18. Deficiency in Service

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

- 1. Intervene in the matter to remedy the deficiency at the cost of the Operator to be recovered from his monthly bill or other dues.
- 2. Take up required services departmentally or through third party at the cost of the Operator to be recovered from his running bill or other dues.
- 3. Supplement equipment and manpower at the cost of the Operator to be recovered

from his running bill or other dues.

4. Redress any complaint consequent to failure of redressal by the Operator, at the at the cost of the Operator to be recovered from his running bill or other dues.
5. Terminate the contract as per the provision of the contract

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

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

3.19. Penalty

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

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

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

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

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

3.20. Termination of Contract

3.20.1 By the Authority:

The Authority 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 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 remedy a failure in the performance of their obligations within the time specified by the client or within such further period as the client may have subsequently approved in writing, for at least three times during a year, and a show cause notice has been issued to him to this effect.
- c) If the Operator becomes insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- d) If the Operator submits to the Authority a false statement which has a material effect on the rights, obligations or interests of the Authority and which the Operator knowingly raised.
- e) If, as a result of Force Majeure, the Operator is unable to perform a material portion of the services for a period of not less than sixty (60) days or;
- f) If the Authority, in its sole discretion and for any reason whatsoever, decided to terminate this contract.

3.20.2 By the Operator:

The Operator may, by giving not less than thirty (30) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) hereunder, terminate this contract.

- a) if the Authority fails to make any payment for consecutive three certified bills.
- b) 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.

3.21 Forfeiture of Performance Security

- a) The performance security may be forfeited, if the bidder does not start operations as per provisions of ToR within stipulated 30 days from the effective date or any such date allowed by the Authority.
- 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 Authority shall, without prejudice to its other rights and remedies herein or as per the Applicable Law, be entitled to call in, retain and appropriate the performance Security.

3.22 Refund of Performance Security

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

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 staff, establishment, maintenance and repairs, spares and consumables, fuel & lubricants, setting up of office, control room, monitoring & tracking instruments, compliant redress, labour insurance, EPF, ESI and any other expenses required for efficient, effective and successful delivery of service . The Contract Price shall also include all duties, taxes (excluding service tax), cess, and royalties that may be levied in accordance to the laws and regulation in-force. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.

3.24. 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 Authority. The Operator shall provide documentary evidence of payment of all statutory taxes applicable as and when required by the Authority

3.25. Payment

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

1. All bills generated by the Operator has to be signed by the PoA holder
2. The details statement of transportation quantity along with attendance statement of labour and performance evaluation sheet as per agreed format shall be submitted by the Operator
3. All corrections in the bill consequent to scrutiny have to be initialed by the Operator through its authorized person only.
4. The nodal officer shall certify regarding correctness and authenticity in the bill
5. The nodal officer shall enclose a list of deficiency in service and compute the penalty to be imposed including the cost of 3rd party/BEMC service if any
6. Recovery of penalty imposed by the nodal officer based on the performance criteria

7. Any other recovery or withheld recommended by the nodal officer
8. TDS as applicable by statute

The net payment after all recovery, deduction and withheld amount, shall be transferred to the Operator, through ECS to the bank account details provided by the Operator, within 21 days of receipt of bill in proper format along with required documents.

In case there is delay in processing the bill due to unavoidable circumstances, then the Authority shall release adhoc payment upto 70% of the bill amount.

3.26 Additional payment on variation

- a. In case of variation noticed of more than 20% in running Km of Vehicle (from 40 km per day), the operator shall be paid an additional cost per km for additional running @40% of the Rupees per Vehicle per Month per Km. For example, Let us suppose in case a vehicle travelled 100 kms extra (above 20% variation) then the operator shall be paid an amount = $100 \times 40\% \times [FM / (30 \times 25)]$, where FM is the rate quoted by operator (Rupees per Vehicle per Month).
- b. In case the operator has to cover additional Houses/establishments (more than 1000 houses) as per the directions/ consultations with BEMC within the service area, the operator shall be paid @60% of the Rupees per Vehicle per Month per House/ Establishment. For example, let us suppose in case a vehicle has to cover X number of extra houses/ establishments (above 1000) then the operator shall be paid an amount = $X \times 60\% \times (FM / 1000)$, where FM is the Rate quoted by Bidder (Rupees per Vehicle per Month) and 'X' is extra no. of houses/ establishments.

3.27. 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.
- b. 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.
- c. In absence of clarity in provisions of the contract, the applicable law and/or rules shall govern.

3.28. 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** Commissioner, BeMC and a representative of H&UD department, Govt. of Odisha. 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 of Berhampur.

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 Authority shall continue to make payments as per their contractual obligation during the dispute settlement process

3.29. 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 so impractical as reasonable to be considered impossible in the circumstances

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

constitute Force Majeure Event:

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

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

Sd/19.05.2017
Commissioner
Berhampur Municipal Corporation

Schedule 1

Cover Letter

Ref:

Dated:

To
The Municipal Commissioner,
Berhampur Municipal Corporation

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

Dear Sir,

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

- 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 BeMC any additional information it may find necessary or require to supplement or authenticate the Bid Document.
- 4 We acknowledge the right of BeMC 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 BeMC.
 - b. We do not have any conflict of interest in accordance with provisions of the Bid Document;
 - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6 We understand that you may cancel the Bid Process at any time and that you are not bound to accept the bid that you may receive without incurring any liability to the bidder, in accordance with provisions of the bid document.
- 7 We undertake that in case due to any change in facts or circumstances during the selection process, we shall intimate BEMC 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 BEMC in connection with Bid Process, in respect of the above mentioned Assignment and the terms and implementation thereof.
- 9 We have studied all the document carefully and also surveyed the Project site. We understand that, we shall have no claim, right or title arising out of any documents or information provided to us by BEMC 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.

Yours faithfully,
(Signature of the PoA)

Date:

Place:

Schedule 2

**POWER OF ATTORNEY
(On Non Judicial Stamp paper)**

Know all men by these presents, We..... (name and address of the **bidder**) do **hereby constitute, appoint and authorize Mr./Ms.....** (name and residential address) who is presently employed with us and holding the position 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 Collection & Transportation of MSW in Berhampur Municipal Corporation including signing of bid documents, all supporting documents, letters and providing information/responses to BEMC in all matters in connection with our bid for the said Assignment and signing of contract in the event of selection.
2. To apply for, obtain and renew all licenses, permits, registrations etc. that are necessary for carrying on the said business.
3. To submit all statements, returns, reports etc. to proper authorities as required by any law or rule in force and to verify the same by production of documents and papers.

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

Dated this the----- Day of----- 201

Accepted

Name & signature of Attorney Holder

- 1.
- 2.

(Bidder / Members with name & designation)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

SCHEDULE-3

**AFFIDAVIT
(In non-judicial Stamp Paper)**

I/We _____(name & address of bidder(s)) do hereby certify, affirm and undertake as follows

1. That all information furnished is true and agree that my / our Bid shall be rejected if I / we am / are found to have misled or made false representation in the form of any of the documents, Schedules or Supplementary information and / or statements submitted in proof of the eligibility and qualification requirements or if I / We have a record of poor performance such as absconding from work, works not properly completed as per contract, inordinate delays in completion, financial failure and / or has / have participated in previous Bidding for the same work/s and had quoted unreasonable high tender premium. In addition I/we shall be blacklisted and the work be taken over invoking relevant clause of the conditions of contract and conditions of particular application.
2. That we will be disqualified for bidding further services with BEMC 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 Authority 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 Authority have been received by me/us and incorporated in my/our Bid.
7. That no near relatives are working with the Authority.
8. That we will keep accurate and system of accounts, records and furnish the same (including that of associates) and agree to reimburse to Authority any excess amount claimed by me / us over and above my / our entitlement as per relevant clause of the contract.

Dated this day of 20.. ..

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:

Schedule 4

Bidder's details

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 & authorized signatory of the organization:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone number:
 - (f) E-Mail Address:
 - (g) Fax number:

4.. Bidders/Members Statement

A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

Schedule -5

Bidder's Experience

| | | |
|----|--|--|
| 1 | Name of Project | |
| 2 | Name, Address & contact numbers of Authority | |
| 3 | Brief Scope of Work | |
| 4 | Contract <i>Service fee per annum.</i> | |
| 5 | Av Project size (No. of fleet managed) | |
| 6 | Bidders role in the project | |
| 7 | Mode of Execution | |
| 8 | Contract Period | |
| 9 | Litigations with the Authority, if any | |
| 10 | Details of the Technical and Managerial staff engaged | |
| 11 | Number of Staff employed in the project (during each financial year) | |
| 12 | Name, address, contact numbers of Authority (ULB / any other authority) | |
| 13 | Remarks / Other Details | |

Date:

Place:

Rubber Seal of the Bidder/

(Signature of the Authorized Signatory)
(Name and designation)

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

_____ (Address)

Firm's Name:

Note:

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

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

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

3. Mechanism for Grievance Redressal

4. Manpower Deployment *

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

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

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

6. Monitoring & Tracking mechanism proposed

7. Mechanism for addressing any emergency situation

8. SWM handling equipment deployment:

| No of. Vehicles | Details about Capacity, Make own/hire |
|-----------------|---------------------------------------|
| | |

Seal of the Bidder

(Signature of the Authorized Signatory)
(Name and designation)

Schedule 7

BANK GUARANTEE FROMAT FOR PERFORMANCE SECURITY

To

The Commissioner
Berhampur Municipal Corporation
Berhampur

**WHEREAS.....(name and address of the Operator)
(hereinafter called "the Operator") has undertaken, in pursuance of contract no/LOA
no.....dated.....for collection & transportation of municipal solid waste in Berhampur city
(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 scheduled / nationalized bank for the sum of specified therein as performance guarantee for compliance with its obligations in accordance with the contract.

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

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

We hereby waive the necessity of your demanding the said debt from the Operator before presenting us with the demand.

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

**Schedule 8
PRICE BID**

Form -1: Price Bid

[Location, Date]

To:
Commissioner
Berhampur Municipal Corporation (BeMC)
Berhampur, Orissa

Project: Collection and Transportation of MSW in Berhampur Municipal Corporation

Dear Sir:

Our bid price per Vehicle per month is given below.

| Sl.NO. | Description | Unit | Qty | Quoted Rate by Bidder (Rupees per Vehicle per Month) Including one Driver and one Helper |
|--------|--|------|-----|--|
| 1 | TATA ACE/MAGIC with Dumper Placer | No. | 1 | Rs. _____ /per Month (In Words _____) |
| 2 | TRUCK MOUNTED ROAD SWEEPING MACHINE WITH VACUUM SUCTION SYSTEM SUITABLE FOR INDUSTRIAL APPLICATION – SUITABLE FOR MOUNTING ON 11 TON GVW TRUCK CHASSIS | No. | 1 | Rs. _____ /per Month (In Words _____) |
| 3 | TRUCK MOUNTED ROAD SWEEPING MACHINE MOUNTED ON 16 TON GVW TRUCK CHASSIS | No. | 1 | Rs. _____ /per Month (In Words _____) |
| 4 | RIDE ON ROAD SWEEPER | No. | 1 | Rs. _____ /per Month (In Words _____) |
| 5 | HIGH PRESSURE JETTING AND SEWER SUCTION MACHINE OF CAPACITY 4000LTRS WITH BLOW BACK ARRANGEMENT | No. | 1 | Rs. _____ /per Month (In Words _____) |

Notes: The Rate quoted by the bidder including all expenses, contingencies, taxes, duties, cess and royalty (excluding Service tax).

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Note:

- Bidders shall quote for a minimum of 10 vehicles per month and in multiples of 10.
- In case of variation noticed of more than 20% in running Km of Vehicle (from 40 km per day), the bidder shall be paid an additional cost per km for additional running **@40% of the Rupees per Vehicle per Month per Km**. For example, **Let's suppose** in case a vehicle travelled 100 kms extra (above 20% variation) then the bidder shall be paid an amount = $100 * 40% * [F_M / (30 * 25)]$, where F_M is the rate quoted by Bidder (Rupees per Vehicle per Month).

3. In case the bidder has to cover additional Houses/establishments (more than 1000 houses) as per the directions/ consultations with BEMC within the service area, the bidder shall be paid **@60% of the Rupees per Vehicle per Month per House/ Establishment**. For example, let us suppose in

case a vehicle has to cover X number of extra houses/ establishments (above 1000) then the bidder shall be paid an amount = $X*60%*(F_M/1000)$, where F_M is the Rate quoted by Bidder (Rupees per Vehicle per Month) and 'X' is extra no. of houses/ establishments

