

# ROURKELA MUNICIPAL CORPORATION;ROURKELA

E-mail ID :- [rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com) Tele :- 0661-2500388 PIN :- 769012

No. 14234/Dt.11<sup>th</sup> October, 2017

## REQUEST FOR PROPOSAL

Rourkela Municipal Corporation invites Request for Proposal(RFP) in double covers from Companies registered under Companies Act 1956/NGOs registered under Society registration Act for integrated Solid Waste Management Project for the designated wards under Rourkela Municipal Corporation.

The sealed RFP should reach the office of the undersigned on or before 30th October at 5.00 PM. The other details can be accessed from the following websites: [www.rmc.nic.in](http://www.rmc.nic.in) / [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in)/ [www.rdarourkela.in](http://www.rdarourkela.in)/ [www.smartcities.gov.in](http://www.smartcities.gov.in).



Administrator

Rourkela Municipal Corporation.

No. 14235/Dt.11<sup>th</sup> October, 2017

Copy of the notice forwarded to Advt. Manager, The Samaj,Odiya daily/Nav bharat ,Rourkela Hindi daily / The Telegraph,English daily for publication of the notice in all edition copy.



Administrator

Rourkela Municipal Corporation

No. 14236/Dt.11<sup>th</sup> October, 2017

Copy forwarded for uploading in websites:- [www.rmc.nic.in](http://www.rmc.nic.in)/ [www.urbanodisha.gov.in](http://www.urbanodisha.gov.in)/ [www.rdarourkela.in](http://www.rdarourkela.in)/ [www.smartcities.gov.in](http://www.smartcities.gov.in).



Administrator

Rourkela Municipal Corporation

***Integrated***  
***Municipal Solid Waste Management Project***  
***of***  
**Rourkela Municipal Corporation – 2017**  
**As per**  
**MSW Rules-2016**  
**OCTOBER-2017**

**Commissioner, Rourkela Municipal Corporation,  
Rourkela, Odisha Pin- 769012  
Tel :0661-2500388  
E-mail :- rourkelamunicipality@gmail.com  
Website :- www.rmc.nic.in**

# **ROURKELA MUNICIPAL CORPORATION**

## **TENDER CALL NOTICE NO.MC/RMC/08/17-18**

NAME OF THE WORK	:INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT PROJECT OF ROURKELA MUNICIPAL CORPORATION-2017
E.M.D.	: Rs. 60,00,000.00(SIXTY LAKH)ONLY
AGENCY	: AS PER ELIGIBILITY CRITERIA
PERIOD OF CONTRACT	: 5 YEARS
COST OF TENDER PAPER (BID DOCUMENT)	: Rs. 20000.00+GST (18%)
DATE OF COMMENCEMENT OF SALE OF BID DOCUMENT	: 12 October 2017, 10:00 AM
LAST DATE & TIME OF SALE OF BID DOCUMENTS	: 23 October 2017, 06:00 PM
Pre-Bid Meeting	: 23 October 2017, 11:30 AM
LAST DATE & TIME OF RECEIPT OF FILLED UP BID DOCUMENT	: 30 October 2017, 5:00 PM
DATE & TIME OF OPENING OF TECHNICAL BID	: 30 October 2017, 6:00 PM
DATE & TIME OF OPENING OF FINANCIAL BID	: 5 November 2017, 5:00 PM
PLACE OF OPENING	: OFFICE OF MUNICIPAL COMMISSIONER ROURKELA MUNICIPAL CORPORATION UDITNAGAR, ROURKELA.
EXPECTED DATE & TIME OF IMPLEMENTATION OF THE WORK:	15 DAYS AFTER SIGNING OF WORK CONTRACT

**Commissioner  
Rourkela Municipal Corporation**

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# 1. Introduction

## 1.1. Background

1.1.1 Rourkela Municipal Corporation (“RMC”) has been the forefront in implementing reforms aiming at improved service delivery that is qualitative, reliable and sustainable. Sanitation is the prioritized area of service delivery and RMC has been making continued efforts in improving MSW management for the past few years.

1.1.2 As per census 2011 there are 69609 households in Rourkela Municipal Corporation on with nearly 3.09 lakh population. It is the historical cultural city of Odisha and tourist destination. Rourkela Municipal Corporation is the second largest urban centers and a fast growing city in the state. The total area of Rourkela Municipal Corporation is 53.29 sq km and has 40 wards.

1.1.3 The waste management activities are to be carried out in Corporation in adherence with the provision of the Municipal Solid Waste (management and Handling) Rules, 2016(MSW Rules) as amended from time to time.

1.1.4 Around 120 TPD of waste is generated in the year 2015 and about 100 TPD of waste is being collected. The door to door waste collection in the city is not well organized. Rourkela Municipal Corporation has outsourced one-fourth of its wards for street sweeping, collection and transport of the solid waste to primary transfer station. The waste transported to the dumping site is neither treated nor scientifically disposed.

1.1.5 Most of the waste generated comprises of biodegradable, compostable, and recyclable materials. This is due to the high quantum of commercial and vegetable waste generated in the city along with a high amount of plastic waste. The average waste generation 0.3-0.4 kg/capita/day.

1.1.6 With the objective of providing best sanitation to the citizens, RMC will carry out a transparent competitive bid process for finalization of an Operator, Who shall be responsible for sweeping, collection (both door to door and street sweeping), storage, segregation , transportation, composting and disposal of Non-Biodegradable MSW at the existing land fill site and for that purpose, to provide, design, develop, finance, operate and maintain the project so as to achieve the requirement of Finance Commission, AMRUT, SMB etc. The following Service Level Benchmark (SLB) for SWM in the Corporation.

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## **SOLID WASTE MANAGEMENT(SWM)**

Sl. No.	Service/indicator	Bench marks
1	Household Level coverage of SWM Services (%)	100
2	Efficiency of Collection of Municipal Solid Waste (MSW) (%)	100
3	Extent of Segregation of Municipal Solid Waste (%)	100
4	Extent of Municipal Solid Waste Recovered (%)	80
5	Extent of Scientific Disposal of Municipal Solid Waste (%)	100
6	Efficiency of Redressal of Complaints (%)	100
7	Extent of Cost Recovery of SWM Services (%)	100
8	Efficiency in Collection of SWM Charges(%)	80

### **Invitation for BID Document**

In accordance with the provision, one operator would be engaged for primary collection (both door to door and street sweeping), segregation, Storage, Transportation, and Disposal Of MSW from the Corporation area, in accordance with the applicable Laws including clause 4(1) of the Municipal Solid Waste (Management & Handling) Rules, 2016 and the Requirements of Construction and O&M as set out by RMC read with provision of O.M.C Act-2003, the rules and regulations framed there under.

## **1.2 Project Components**

### **1.2.1 Detailed scope of work**

#### **PART-A**

- i) Mechanical/ Manual Sweeping of main roads (including berms & dividers), lanes, bi-lanes & adjacent vacant areas in 19 wards of RMC (Ward-No.4,5,6,8,9,10,11,12,13,14,15,16,17,18,19,34,35,36.&37)Decided by RMC authority. RMC may increase or decrease the wards in future, depending upon the need by mutual consent.
- ii) Cleaning of all the drains, bushes, weeds & other activities pertaining to sanitation and conservancy of all above 19 wards.
- iii) Transfer of all the sweeping wastes from 40 wards of the road side bins/ community bin in a segregated manner to the transfer station/disposal site.
- iv) Mechanical sweeping of major roads of 19wards as detailed below.
- v) Provision of Storage for garbage in segregated manner in all 40 wards of RMC by provision of required number of DP and compactor bins/ community bins in all 40 wards for the purpose of temporary sanitary storage of MSW & arrangement for mechanical transportation to secondary transfer station or disposal point. The number, size of such bins shall be on the basis of quantities of waste generated and the population density. The bins should be colour coded (red, blue, and green).
- vi) Provision of required number of roads side bins(2.5 MT. Capacity) in all 40 wards as per the recommendation of Swachh Bharat Mission i.e one bin for every 75 persons.

**List of Roads for Mechanical Sweeping of 40 wards. – List may increase or decrease by mutual agreement**

- a) Main Road from Panposh Chowk to Ambedlkar Chowk..
- b) Koel Nagar Main road, Hill top Chowk to jhirpani Police Station.
- c) Jhirpani to “B” Block Tarini Chowk. (Via “C” Block Community Centre.)
- d) Jagannath Sarani Chowk to ‘C” Block Shakti Nagar Chowk. (via-‘c’ block, shakti nagar chowk)
- e) From PHD Office to ‘C’ Block.(via- C Block shakti Nagar chowk,ward-30)
- f) ‘D’ Block peri Pheri Road(via-residence Association)
- g) Jagda main road, ionfront of CWS Hospital along NIT Ground.
- h) From CWS Hospital to Jhirpani main road. (via- MGM eng. Medium School)
- i) Mahtab Road, from Hockey chowk to traffic chowk.
- j) Road from Employment Exchange to Mahatab road.
- k) Road from Super Market to Mahatab Road.
- l) Road from S.P Office to Mahatab Road.
- m) Basanti Main Road.
- n) DAV Main Road.
- o) Road from Tempo Stand to ‘EL’ Block Basanti colony.
- p) Road from AM-1 to Kumbhar Pada.
- q) Kumbhar Pada to Hill,(via-Kanyaka Mandap)
- r) Konark Taxies Road, from Malgodam to Ring Road.
- s) Civil Township Main Road.
- t) Chhend Main Road, BSNL Road,Kanak Manjari side Road.(Chhend)
- u) Cheend Road From kanyaka Manjari to BPUT, (via-Bandhposh)
- v) Vedvyas Road, NH to Vedvyas Temple.

**In case of failure of mechanical sweeping due to mechanical or any other problem the sweeping activities shall be carried out manually.**

3. Cleaning of floating material from all the drains, bush cutting de weeding & other activities pertaining sanitation and conservancy of all above 19 wards.
4. Fixation of Required number of different sizes of DP Bins/Compactor Bins/Community Bins in all 40 wards of the Corporation area to enable temporary hygienic storage in segregated manner& easy systematic collection of municipal solid waste, by utilizing DP vehicle/ hook loaders/ compactors. The number of DP Bins/ Compactors Bins as per the recommendation of SBM are to be provided by the agency on the basis of quantities of waste generated and the population density. Bins are to be lifted by DP vehicles/compactors. Provision of required number of roads side bins/community bins in all 40 wards for the purpose of temporary sanitary storage MSW & arrangement for mechanical transportation to transfer station/ processing/disposal site. The number of road side bins as per the recommendation of SBM **i.e. 1 bin forevery 75 people.**
5. All types of bins are to be placed and designed, so that it is accessible to user, not exposed to atmosphere, shall be aesthetically acceptable and user friendly and able to keep waste in segregated manner

6. The storage & collection activity shall be as per the recommendation of schedule-ii of Municipal Solid Waste Management & Handling Rules,2016.
7. Transportation of MSW from all 40 wards of RMC, by covered containerized tricycle/ cover motorized vehicles/ D.P Vehicles/ Compactor etc. From community bins/ roads bins/ temporary collection points to transfer station.
8. The number of conservancy staff to be engaged by the agency is as per the recommendation of SBM i.e 28 persons & 06 Coolies) for every 10000 population as per 2011 census. Efforts to integrate existing rag pickers as conservancy staffs and also providing them with identity cards.
9. No waste shall be burnt.
10. Manual handling of waste is prohibited. If unavoidable due to constraints, manual handling shall be carried out under proper precaution with due care for safety of workers, as per the recommendation in serial 3(iv) of schedule-ii of the municipal solid waste( Management & Handling) rule 2016.

### **Part-B**

1. House to house collection of municipal solid waste from all residential areas, apartments and slums in 32 wards (which means that House to House collection from ward no 14-22 is done by RMC staff) in segregated form on regular basis. The number of wards may be changed as per the decision of RMC.
2. Collection of waste from Squatter, Kalyan Mandaps, Function Palace, Hotels, Restaurants, Institutions, Govt. Offices, Market, Vending Zones, Slaughter House & Places Of Public Gathering etc. Of all 40 Wards of Rourkela Municipal Corporation, through containerized handcarts/ Tri Cycles/ Motorised Vehicles like Compactors in segregated form.
3. Door to Door collection of MSW is to be carried out in both residential and commercial areas on regular basis (including holidays and Sundays) at pre informed time & schedule by utilizing bell or musical alert as per the recommendation of schedule-ii of municipal solid Waste management & Handling Rules-2016.
4. Separate set of vehicles and workers are to be engaged for the above purpose apart from the conservancy staff as per SBM norms.
5. The waste is to be collected in segregated manner or it has to be segregated at the primary station by the agency(**Separate Color coded Bins for bio-degradable(Green),non-biodegradable(Blue), hazardous waste(Red) are to be used for collection.**)
6. The segregated waste is to be transferred directly to the transfer station/ compost plant/recyclable collection centre.
7. The number of collection staff to be engaged by the agency is as per the recommendation of SBM i.e. **2 person for every 200-300 houses and preferably rag pickers are to be engaged and provided with Identity Cards by the agency.**
8. Bio-degradable waste like vegetable & fruit wastes are to be collected separately and to be transferred to compost plant.
9. Dry Municipal Solid Waste like, Leaves, Paper etc shall be collected separately.
10. Hazardous domestic waste to be collected separately.



### **Part-C**

1. The segregated biodegradable waste, vegetable waste are to be utilized for composting at the compost plant to be set centralized/decentralized. The operation and maintenance of the compost plant shall be responsibility of the operator, at its own cost.
2. Installation of compost plant either centralized or decentralized of appropriate capacity agreed upon mutually by RMC & Agency.

### **Part-D**

1. Transportation of garbage from transfer station to RMC land fill/processing/disposal site.
2. Construction of a temporary sanitary landfill cell to dump the waste transported to the disposal site including providing daily cover and maintaining the site as per the specifications set-forth in SWM, Rules, 2016. The sanitary landfill cell constructed shall have provision for expansion to landfill process rejects from treatment facilities to be operationalized under this contract
3. This Part of the work may be discontinued at any point of times as per the operationalization of treatment plant as per decision of the authority. However, process/treatment rejects shall have to be landfilled by the Agency in conformity with the SWM Rules, 2016.
4. Installation & Operation of Weighing Bridge for weighing of MSW to be monitored jointly.
5. The vehicle utilized for Transportation of MSW shall be covered & waste should not be visible to the public nor exposed to environment & should be as per the recommendation of schedule-ii of Municipal Solid Management & Handling Rules, 2016. All vehicles should be GPS tagged
6. Daily Reports based on GPS tracking/Log books/Tonnage of waste collected/transported/composted should be made available.

### **Part-E**

Collection & transportation of construction debris from all 40 wards of RMC and dumping at different identified sites within 12 km radius from the site of lifting as per the direction of the municipal authority. The distance may change in future depending on land availability or processing facility.

### **OTHER ACTIVITIES**

1. Undertake activities to create awareness among citizens in the city as per the recommendation of schedule-ii of Municipal Solid Waste management & handling, Rules, 2016.
2. The city is to be divided into different Zones. Agency has to open Zonal office in all zones with provision of telephones facilities for feedback and grievance redressal. Designate and appoint suitable field officers/ representative to supervise all field operations in the zone.
3. Maintain adequate inventory of fully operational equipment, vehicles for collection, storage and transportation and protective gears for personnel engaged in the operations at its own cost.
4. Maintain customer grievance cell on 24x7 basis including app based, mail based, telephonic, personal grievance received

5. Agree and establish a monitoring mechanism including written feedback from every household once.
6. Additional services to deal with water logging/flooding issues in rainy season.
7. Special cleaning requests on festivals, occasions, etc. as instructed by RMC.
8. Time Frame for each of the activities

**Approximate quantity of Municipal Solid Waste to be handled per day.**

Sweeping & collection of MSW from 40 wards-	204CUM
Transportation of MSW of all 40 wards-	204CUM
Transportation of MSW-	180CUM
Collection & transportation of debris-	40CUM

### 1.3 Due diligence by Applicants

**1.3.1** Bidders are encouraged to gather full information about the assignment and the local condition before submitting the Bid Document, **by attending the Pre-Bid Meeting**, by paying a visit to RMC area and the project site & discussion with officials of Sanitation and Works Section of RMC.

**1.3.2** Bidders are requested to have pre bid conference with the Municipal authorities during office hours on any working day prior the submission of the Bid, to gather information about the project.

### 1.4 Bid Document

Bid Documents can be downloaded from the official website ([www.rmc.nic.in/](http://www.rmc.nic.in/) /[www.urbandisha.gov.in](http://www.urbandisha.gov.in)/[www.rdarourkela.in](http://www.rdarourkela.in)/[www.smartcities.gov.in](http://www.smartcities.gov.in)) of Rourkela Municipal Corporation with respect to the condition of Eligibility, Credentials and detailed about the project activity can be obtained from the Health Section of RMC.

### **1.5 Validity of 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

### 1.6 Brief description of the selection process.

RMC shall invite Tender from interested Bidders with duly filled formats including Financial Proposals. Based on evaluation of bids Documents, RMC shall finalize the suitable Bidders as Independent operator. A quality and cost based approach shall be adopted for the identification of Operator.

### 1.7. Schedule of selection Process

RMC would Endeavour to adhere to the schedule provided above.

## 1.8 Communication

1.8.1 All communication including the submission of bids Document should be Address to:

### Address for Communication

ATTN OF: Commissioner, Rourkela Municipal Corporation, Uditnagar Rourkela  
Dist-Sundargarh, PIN-769012  
TEL NO: 0661-2500388  
E.MAIL: rourkelamunicipality@gmail.com  
Website: [www.rmc.nic.in](http://www.rmc.nic.in)

1.8.2 All communications, including the envelopes, should contain the following information, to be Marked at the top in bold letter:- **“BID DOCUMENT FOR INTEGRATED MUNICIPAL SOLID WASTE MANAGEMENT PROJECT OF ROURKELA MUNICIPAL CORPORATION-2017”**

## 2 Instruction to Bidders

### A-GENERAL

**2.1.1** Description of the objectives, broad scope of services and other requirements relating to this Assignment are specified in this Bid Document.

**2.1.2.** Bidders are advised that the selection of Operator shall be on the basis of an evaluation by RMC through this bidding process. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Bidding process will be given that the RMC's decision in all respect and an in this regards shall be final and binding. Thereafter, there is no right on any appeal against the same before any other authority.

**2.1.3** The Bidders process shall be governed by, and constructed in accordance with, the laws of India. And the court of Rourkela shall have exclusive jurisdiction over all disputes arising under, pursuant to end/ or in connection with the Bidding Process.

**2.1.4** While, the Agency shall be engaged for Integrated MSW Management project shall be **for 5(five) Years**. The term can be extended further, on the satisfactory performance and after approval of the council, subject to such and condition, as may be them required for need of the time and in the interest of public.

**Exception – Part-D of the work can be cancelled at any time after the treatment plant is operational/ decision of the Govt. Of Orissa to appoint any other agency for this part of the job while establishing the common Treatment Plant.**

**2.1.5** The Bidders shall submit its Bid Document in the form and manner specified in this Invitation for tender documents. The Bidders shall submit documents towards eligibility and qualification in accordance with provision of clause 2.2 and clause 3 of Bid Document towards evaluation of their experience (“Credentials”) for selection in accordance with provision of chapter 4 Schedule 3A & 3B of the Bid Document.

**2.1.6** The Services shall be provided by the agency, as per the recommendation of MSW rules-2016, deployed of project team and operational team and system to identify and address all complaint of RMC and citizens of Rourkela in all 365 days with necessary pre- arrangement of manpower and facilities during holidays and Sundays.

### **2.2 Conditions of Eligibility Of Applicants.**

**2.2.1** Application must read carefully the minimum condition of eligibility provided herein.

**2.2.2** The Bidders eligible for participating in the Assignment should be **a Company registered in India under the companies Act 1956.** The Bidders shall fulfil criteria towards Eligibility Experience and financial capability. Consortium can be allowed of maximum 2 entities/NGOs registered under Societies Act. The partners of the consortium should individually fulfill the technical qualifications. Both may together fulfill the financial qualifications.

**2.2.3** Any Bidder who has been Debarred/Black Listed by the Central/State Government. Undertakings in India , or any entity controlled by them, from participating any project, and said bar subsists as on the last date of Bid Documents submission, would not be eligible to apply.

**2.2.4** The Bidders should have, during the last 5(five) years, **neither failed to perform on any agreement**, as evidence by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award being passed against the bidders, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such bidders.

**2.2.5** If it comes to the notice of the tender accepting authority at any point of time, during the tendering or execution stage of the work, that the tenderer has been blacklisted by any govt. Or ULB, in India then the payment/EMD due to the bidders shall be forfeited & the agreement shall be cancelled with imposition of penalty towards loss, besides other action under civil/ criminal proceeding. Any bidders, who has been black **Listed for similar work** by any govt. Dept. Or any Urban Local Bodies(ULB) Municipal corporation has been terminated due to non-performance in Indiaduring the past 5 years.2.2.6 for detailed eligibility criteria please refer to Chapter 4.

### **2.3 Conflict of Interest**

**2.3.1** Bidders shall not have a conflict of interest that may affect the selection process or the assignment. Any Bidders found to have a Conflict or Interest shall be disqualified.

**2.3.2** Conflict of interest will be deemed in a situation where in a party interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice under Government of Orissa anticorruption policy.

**2.3.3** Bidders shall be deemed to have a Conflict of Interest that affects the Selection Process, if

- a. such Bidder receives or has received any direct or indirect subsidy from any other Bidders; or
- b. such Bidder has the same legal representative for purposes of this application as any other Bidder.

**2.3.4** The Bidders will observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this the Employer:

- (a) will reject a proposal for award if it determines that the bidder recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;
- (b) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in the Client's administered projects if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract.

### **2.4. Number of Bid Document**

One Bidder is eligible to submit only one Bid Document for the total Assignment covering the entire scope of work. One Bidder shall not be entitled to submit more than one Bid Document.

#### **2.5. Cost of Bid Document (Tender Paper Cost)**

The Bidders shall deposit Rs 20,000 + 18% GST in favour of Commissioner, Rourkela Municipal Corporation, Rourkela, as the cost of Bid Document (Tender Paper Cost) in shape of D/D from a Nationalized Bank and shall submit it along with the Technical Bid.

#### **2.6 Site visit and verification of information**

Bidders are encouraged to submit their respective Bid Document after visiting the Corporation Areas, Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site(s), applicable laws and regulations or any other matter considered relevant by them.

#### **2.7 Acknowledgement by Applicant**

**2.7.1** It shall be deemed that by while submitting the Bid Document, the Applicant has

- a. Made a complete and careful examination of the Bid Document;
- b. Received all relevant information requested from RMC;
- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Invitation for Tender or furnished by or on behalf of Rourkela Municipal Corporation.
- d. Satisfied itself about all matters, things and information, necessary and required for submitting Bid Document and performance of all of its obligations there under.
- e. Acknowledged that it does not have a Conflict of Interest.
- f. Agreed to be bound by the undertaking provided by it under end in terms thereof.

**2.7.2** RMC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this Bid Document, including any error or mistake therein or in any information or data given by RMC.

#### **2.8. Right to reject any or all Bid Document**

**2.8.1** Notwithstanding anything contained in this Invitation for Bid Document, RMC reserves the right to accept or reject any Bid Document and to annul the Selection Process and reject all Bid Document, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

**2.8.2 RMC reserves the right to reject any Bid Document if:**

The information is misrepresented / incomplete / omitted it may lead to disqualification & rejection of the Bid Application.

## **B. DOCUMENTS**

### **2.9 Contents of the Bid Document**

#### **Key Submissions**

1. Cover Letter
2. Power of Attorney for signing of Bid
3. Cost of Bid Document
4. Earnest Money Deposit

#### **Technical Submissions**

1. Eligible Experience
2. Technical proposal
3. Credential (Experience of the Applicants) (Schedule 3A)

#### **Financial Submission**

1. Financial Proposal

### **2.10 Amendment of Bid Document**

2.10.1 At any time prior to the deadline for submission of Bid Document, RMC may, for any reason, modify this Invitation of Bid Document by the issuance of Addendum.

2.10.2 Such Addendum to this Invitation of Bid Document shall be posted by RMC on its official website and shall be binding on all Applicants.

2.10.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, RMC may, in its sole discretion, extend the Bid Document Due Date.

## **C. PREPARATION AND SUBMISSION OF BID DOCUMENT**

### **2.11 Language**

The Bid Document with all accompanying documents and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this Invitation for Bid Document. No supporting document or printed literature shall be submitted with the Bid Document unless specifically asked for and in case of any of these documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Bid Document, the translation in English shall prevail.

### **2.12 Currency**

The currency for the purpose of this Invitation of Bid Document shall be the Indian Rupee (INR).

### **2.13 Format and signing of Bid Document**

2.13.1 The Applicant shall provide all the information sought under this Invitation for Bid Document. RMC would evaluate only those Bid Documents that are received in the specified formats and complete in all respects.

2.13.2 The documents accompanying the Bid Document shall be placed in separate envelopes and marked as indicated below. The Bid Document submission shall include:

#### **Envelope 1: "Technical Bid Document"**

- a. Cover letter in the prescribed format (Schedule 1 of Bid Document)
- b. Power of Attorney in the prescribed format (Schedule 2 of Bid Document)
- c. Cost of Bid Document ( Tender Paper Cost) for an amount Rs 20,000/- + 18% GST, in the form of DD drawn on any nationalized bank, in favour of Municipal Commissioner, Rourkela Municipal Corporation, Rourkela.
- d. The Earnest Money Deposit for an amount Rs. 60,00,000- (Rupees Sixty lakhs only) in the form of DD drawn on any nationalized bank, in favour of Municipal Commissioner, Rourkela Municipal Corporation, Rourkela.
- e. Eligible Experience - The Bidder should furnish the details of experience and submit supporting documents to support its claim as per Schedule 3A of Bid Document,
- f. Credential of the Financial Capability -The Bidder should furnish the details of Financial Capability and furnish evidence to support its claim as per Schedule 3B of Bid Document.
- g. Technical proposal for Implementation of Integrated Project. (Schedule 4 & 5 of Bid Document)

#### **Envelope 2: "Financial Bid Document"**

Envelop 2 shall contain the Price Bid for all 5 parts of the work (Part-A, B, C, D, E) in the prescribed format. The envelop should be clearly super scribed as Price Bid (Please refer Schedule 6 of Bid Document)

2.13.3 The 2 (Two) envelopes specified in Clauses 2.13.2 of Bid Document shall be placed in an outer envelope, which shall be sealed. & shall clearly bear the following identification:

"Bid document for Integrated Municipal Solid Waste Management Project in Rourkela-2017"

2.13.4 Each of the 2 (Two) envelopes & the outer envelope shall also clearly indicate the name and address of the Applicant.

2.13.5 The Bid Document shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. All the alterations, omissions, additions, or any other amendments, made to the Bid Document shall be initialed by the person signing the Bid Document. The Bid Document must be



properly signed by a duly authorized person holding the Power of Attorney (the "Authorized Representative").

**2.13.6** Applicants should note the Bid Document Due Date, for submission of Bid Document. Applicants are reminded that no supplementary material will be entertained by RMC, and that evaluation will be carried out only on the basis of documents received by the closing time of Bid Document Due Date. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

#### **2.14 Bid Document**

**2.14.1** Applicants shall submit the Bid Document in the formats specified herein.

**2.14.2** Failure to comply with the requirements spelt out in this Clause 2.15 of Bid Document shall make the Bid Document liable to be rejected.

**2.14.3** RMC reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the Invitation for Bid Document. Failure of RMC to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of RMC there under.

**2.14.4** In case it is found during the evaluation, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith, by a communication in writing by RMC without RMC being liable in any manner whatsoever to the Applicant.

#### **2.15 Submission of Bid Document**

**2.15.1** The Applicants shall submit the Bid Document in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by the Authorized Representative of the Applicant.

**2.15.2** The Bid Document will be sealed in an outer envelope which will bear the address of RMC, name of the Assignment and the name and address of the Applicant. If the envelopes are not sealed and not marked as instructed above, RMC assumes no responsibility and Bid Document shall be rejected.

**2.15.3** The Bid Document shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant. All pages of the original Bid Document must be numbered and initialed by the person or persons signing, the Bid Document

**2.15.4** The completed Bid Document must be delivered on or before 30 October 2017 up to 5.00 p.m. as specified in Bid Document, **by Registered Post only. Bid Documents submitted by Courier services, fax, telex, telegram or e-mail shall not be entertained.**

**2.15.5** The Bid Document shall be made in the formats specified in this Invitation for Bid Document. Any attachment to such formats must be provided on separate sheets of paper

and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

#### **2.16 Bid Document Due Date**

**2.16.1** Bid Document should reach on or before **30 October 2017, 5:00 PM** the Bid Document Due Date at the address provided in Clause 1.8 of Bid Document in the manner and form as detailed in this Invitation for Bid Document. A receipt thereof should be obtained from the person specified therein.

**2.16.2** RMC may, in its sole discretion, extend the Bid Document Due Date by issuing an Addendum in accordance with Clause 2.10 of Bid Document uniformly for all Applicants.

#### **2.17 Late Bid Documents**

Bid Document sent to RMC after the specified time on Bid Document Due Date shall not be received & shall not be eligible for consideration and shall be summarily rejected.

#### **2.18 Modification/ substitution/ withdrawal of Bid Document**

**2.18.1** No Bid Document can be modified, substituted, or withdrawn by the Applicant after the Bid Document is submitted.

### **D. EVALUATION PROCESS**

**2.19** Evaluation Process RMC shall open the Bid Documents as specified in Clause 1.7 of Bid Document at the place specified in Clause 1.8 of Bid Document and in the presence of the Applicants / authorized representatives who choose to attend.

#### **2.20 Technical Bid Format & Content**

Bidders are required to submit a Full Technical Bid. The Data Sheet indicates the format of the Technical Bid to be submitted. Submission of the wrong type of Technical Bid shall be rejected. The Technical Proposal of the bidders shall provide their proposal with regard to the information indicated in the following paragraphs using the attached Standard Forms

## Data Sheet of Instruction to Bidders

#	Description																		
1	Name of the Client- Rourkela Municipal Corporation (RMC)																		
2	<b>Name of the assignment</b> — Integrated MSW Management Project of Rourkela Municipal Corporation- 2017																		
The Client will provide the following inputs and facilities: Mentioned in Terms of Reference (TOR)																			
3	Bid Proposals must remain valid 180 days after the submission date.																		
4	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)																		
5	Under this contract the Contractor's payments will be as per Terms of Reference (TOR). The Bidder shall quote service fee MT/ Cu.ft. for each part of the work separately as per the schedule- 6. It is expected that Bidder would quote considering all requirements for satisfactory performance of the services included in TOR. If the Bidder has not considered any component for performance of the services, it will be responsibility of the Bidder. No extra payment shall be made on this account in future																		
6	Amounts payable by the Client to the Contractor under the contract to be subject to local taxation: Yes If affirmative, the Client will pay the Contractor, GST, on prevailing rates as applicable on the Service charges																		
7	Financial Proposal to be submitted in separate sealed envelope: Yes																		
8	Bid documents must be submitted no later than the following date and time: <b>5:00PM on 30 October, 2017</b>																		
9	Technical Proposals shall be evaluated on the basis of following pre- identified criteria: An 'Evaluation Committee' would be formed to evaluate all the proposals received and select the preferred bidder. Technical scoring is given to each bidder on their experience / credentials:- <table border="1" data-bbox="287 1429 1361 2018"> <thead> <tr> <th>Sl. No.</th> <th>Criteria</th> <th>Weight age/Score Allocated</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>No. of Projects with Manual and Mechanical Sweeping, storage &amp; Transportation at least for 3 years operation.</td> <td></td> </tr> <tr> <td>2</td> <td>No. of Projects with Door to Door collection &amp; Transportation at least for 3 years operation</td> <td></td> </tr> <tr> <td>3</td> <td>No. of Projects with more than 100 TPD Quantity of MSW Collection &amp; Transportation for at least 3 years</td> <td></td> </tr> <tr> <td>4</td> <td>No. of Projects with construction, operation and maintenance of compost plant at least for 3 years.</td> <td></td> </tr> <tr> <td>5</td> <td>No. of Projects with scope of transportation and disposal of debris at least for 3 years</td> <td></td> </tr> </tbody> </table>	Sl. No.	Criteria	Weight age/Score Allocated	1	No. of Projects with Manual and Mechanical Sweeping, storage & Transportation at least for 3 years operation.		2	No. of Projects with Door to Door collection & Transportation at least for 3 years operation		3	No. of Projects with more than 100 TPD Quantity of MSW Collection & Transportation for at least 3 years		4	No. of Projects with construction, operation and maintenance of compost plant at least for 3 years.		5	No. of Projects with scope of transportation and disposal of debris at least for 3 years	
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4	No. of Projects with construction, operation and maintenance of compost plant at least for 3 years.																		
5	No. of Projects with scope of transportation and disposal of debris at least for 3 years																		

6	Proposed Methodology and planning to be adopted in the project including Manpower, equipments, vehicles, supervision etc.	
7	Policy and practices relating to environment, health safety measures to be adopted in the project	
	Total Weight/Score	
<p>The evaluation committee will carry out the evaluation of Bid on the basis of the responsiveness of the Bidder. Each responsive proposal will be given a technical score. Bidders should provide all details as qualitative and qualitative details would carry marks. A proposal to be considered technically disqualified and shall be rejected at this stage if it does not fulfill the important aspects of the Terms of Reference or if it fails to achieve the minimum technical score of 70%. Committee reserves the right to reject any or all proposals without assigning any reasons thereof.</p>		
7	Date for opening of Technical Bid is on 30 <sup>th</sup> October, 2017 at 6:00 PM and Financial bid on 5 <sup>th</sup> November, 2017 at 5:00 PM at the office of Municipal Commissioner, Rourkela Municipal Corporation (RMC)	
8	Expected date for commencement of Work – 15 days from the date of signing work contract	

## Salient Features of Scope of Work

### Prime Features of Work/Service

#### **PART - A**

The prime features of work/service, to be performed and provided under this contract by the contractor, are as follows

- a) The work encompasses sweeping, collection of all type of Municipal Solid Waste daily from the service area on all days including Sundays & Holidays.
- b) The end results aim at implementation of operations and providing services as per the recommendation of schedule-II of Municipal Solid Waste Management & Handling Rules, 2016.)
- c) Dumping of the MSW on floor or ground is prohibited.
- d) Ensuring no open dumping points/spots within the service area and no littering of MSW on open place/places.
- e) The MSW shall not be disposed off/dumped/unloaded at any place other than that specified sites. Disposal of waste in any area other than specified will be termed as Deficiency of Service.
- f) Provision of required numbers of community bins of different sizes in all 40 wards in order to achieve a hygienic storage in segregated manner and collection system & as per the recommendation of Swatch Bharat Mission (SBM).
- g) Collection of all types of MSW from the community bins/roadside bins temporary collections in segregated form& transfers it to the Transfer station by means of Hook loaders/ D.P vehicles/ compactors/ motorized vehicles / auto tippers etc. in a segregated form
- h) There should be no overflow of garbage/refuse/MSW from the community bins and containers. If the garbage is littered outside the bins/containers for any reason, company should appoint workers to lift the waste and keep it inside the bin as soon as possible.
- i) Surrounding of containers and litter bins in the service area, shall be kept clean and tidy by sweeping around thoroughly and putting the garbage/refuse/MSW into the containers and bins.
- j) All litter bins provided along the roads/streets/public places shall be emptied in the bins or handcarts and shall be transported to the disposal ground on the same day.
- k) The ground at the place where the vehicles stop for loading shall be cleaned and disinfected with an approved disinfectant here should be no overflow of garbage/refuse/MSW from the litterbins and containers. If the garbage is littered outside the bins/containers for any reason, company should appoint workers to lift the waste and keep it inside the bin as soon as possible.

- l) In case of roads totally closed for renovation/ reconstruction or lying utilities etc. the Contractor shall convey the situation to the concerned health officer/ City Health Officer, Rourkela Municipal Corporation in writing. The work shall be carried out by parking the vehicles (auto rickshaw/tricycle/truck) at the nearest accessible place and carrying MSW by handcarts up-to the point and back.

#### **PART- B**

- i) House to house collection of municipal solid waste from all residential areas, Apartments and slums in 32 wards (which means that House to House collection from ward no 14-22 is done by RMC staff) in segregated form on regular basis on all Days including Sundays and Holidays. The number of wards may be changed as per the decision of RMC.
- ii) Collection of waste from Squatter, Kalyan Mandaps, Function Palace, Hotels, Restaurants, Govt. offices, , Market, Vending Zone, Slaughter House & Places of Public gathering etc. of the above 40 wards of Rourkela Municipal Corporation, through containerized handcarts/ tricycles/motorized vehicles like compactors on all days including Sundays & Holidays.
- iii) House to House collection of MSW is to be carried out on regular basis at pre informed time & schedule on all days including Sundays & Holidays by utilizing bell or musical alert as per the recommendation of schedule-II of Municipal Solid Waste Management & Handling Rules, 2016.
- iv) Separate set of vehicles and workers are to be engaged for the above purposes.
- v) The waste is to be collected in segregated manner or it has to be segregated at the primary transfer station by the agency. [Separate Color coded Bins for bio-degradable (Green),non-biodegradable(Blue), hazardous waste(Red) are to be used for collection].
- vi) The segregated waste is to be transferred directly to the transfer station/ compost plant/recyclable Collection Centre.
- vii) The number of collection staff to be engaged by the agency is as per the recommendation of SBM i.e., 2 persons for every 200 - 300 houses, preferably rag pickers are to be engaged and provided with identity cards.
- viii) Bio-degradable wastes like vegetable & fruit wastes are to be collected separately and to be transferred to compost plant.
- ix) Dry Municipal Solid Wastes like leaves, paper etc. shall be collected separately
- x) Daily house to house collection of MSW from residential areas will be carried out generally in first shift, but it can be spread in two shifts, if required for commercial areas.
- xi) Daily house to house collection of MSW will be carried out beat-wise/ street-wise/ zone-wise by handcarts/ auto-tippers / tricycles/ any suitable vehicle suitably designed to carry waste in segregated form.
- xii) The services of house to house collection and transportation of waste shall be provided on all 365 days in a year, irrespective of any National Holidays, Festivals or Sundays.
- xiii) Horticultural waste to be transferred separately for composting purpose.

## **PART —C**

- i) The segregated biodegradable waste, vegetable waste etc. are to be utilized for composting at the compost plant to be installed either centralized or decentralized site. The operation and maintenance of the compost plant shall be the responsibility of the operator, at its own cost.
- ii) Vegetable Waste and Other Bio Degradable Waste are to be collected separately for running the compost plant.

## **PART-D**

- a) All the MSW received at transfer station shall be weighed & transported to the designated disposal site on the same day utilizing covered motorized vehicles/ compactors at the designated weighing station installed and agreed upon by both parties.
- b) There shall not be any dislocation or removal of covers of the vehicles and containers during transportation, exposing the MSW to the open atmosphere and creating nuisance.
- c) There should be no spillage of MSW at the loading point and during transportation. If the garbage is spilled outside the containers or on roads or open area for any reason, company workers should immediately lift the waste and keep it inside the bin as soon as possible.
- d) Company shall not use vehicles for any other purpose other than providing MSW lifting services within services area. Commissioner, RMC may send vehicles/equipment for different purpose or, out of the services area in case of emergency or any other purpose found suitable.
- e) Transportation of garbage from transfer station to the RMC land fill site or any other place which is at a distance of 20-25 kms.
- f) Digging of pit, dumping of waste and covering with earth, at the land fill site by mechanized means and taking all necessary measures for scientific landfilling.
- g) This part of the work may be discontinued at any point of time as per the operationalization of treatment plant at at any other place, Decision of the authority.
- h) The vehicle utilized for transportation of MSW shall be covered & waste should not be visible to the public nor exposed to environment & should be as per the recommendation of schedule-II of Municipal Solid Waste Management & Handling Rules,2016.
- i) The agency shall utilize the vehicles available with RMC for transferring MSW and engage other vehicles as per need. The O&M including driver and fuel will be borne by the agency.

- j) All the vehicles to be GPS tagged and monitored on daily basis. Reports to be generated and submitted accordingly.

**This part of the scope of work shall continue till the proposed treatment plant is functional. After the common treatment plant starts, this scope shall be discontinued.**

#### **PART-E**

(a) Debris from all 40 wards of RMC are to be collected from its source and is to be transported to the designated dumping site within 12 Km. radius from the place of lifting as per the instruction of RMC officials. The distance may change in future depending on availability of land or new processing facility.

(b) Medium sized vehicles are to be engaged for the purpose in order to collect the debris from lanes and bi-lanes of RMC.

(c) Debris include earth, silt, and construction materials, demolished building materials, and discarded straw, garden wastes, malwa or any other materials as instructed by municipal, authorities.

d) Collect & transport the debris from the private individuals who are willing to pay the charges as decided by RMC authorities.

e) Dedicated Vehicles/Trips are to be provided to each of 40 wards separately for lifting of debris.

### **3. Specific Tasks**

#### **3.1 Primary Collection**

Primary collection should be done as per the details provided in detailed scope of work and salient features of the scope of the work, defining the wards and scope of activities to be undertaken in it.

#### **3.2 Transportation**

- Maintain hygienic conditions in and around dustbins & road side bins in the service area and spraying disinfectants in their vicinity.
- Transportation of collected wastes in covered containers/vehicles as defined in Municipal Solid Waste (Management and Handling) Rules, 2016.
- Safe transportation of the collected Municipal Solid Waste to the designated place at dumping yard.
- Transportation of waste resulted from mechanical road sweeping and drain silt and inert waste to the designated disposal site.
- Transportation of all the MSW collected from the city to the designated place at landfill site/disposal ground/treatment plant.



- Operating and maintaining a transportation mechanism for all types of biodegradable/non-biodegradable/segregated/mixed MSW generated in services area.
- Maintain hygienic conditions in and around parking area of the vehicles used in this project.

### **3.3 Disposal /Dumping**

Presently RMC has earmarked 6 acres of land for dumping of MSW, which is to be maintained & utilized by the agency only during the tenure of activity. In case the State Govt. decides to develop a common treatment plant at any other place, the Company has to transfer the MSW to the new site or if Govt. of Orissa engages any other agency for this part of the work then, RMC shall terminate the part C of the Agreement with one month notice. In case no such treatment plant develop during the tenure of the Agreement , the Company shall after completion of agreement period must handover all the project facilities back to RMC.

### **3.4 Composting**

- i) The segregated biodegradable waste, vegetable waste etc. are to be utilized for composting at the compost plant to be installed in centralized or decentralized site. The operation and maintenance of the compost plant shall be the responsibility of the operator, at its own cost.

### **3.5 Capacity and Awareness Building**

- Undertake awareness generation activities in the city as per the recommendation of schedule-II of Municipal Solid Waste Management & Handling Rules, 2016.
- Establish Control Room to monitor daily collection and transportation of MSW in the service area and provide the best responsive services for complaints.
- Co-ordinate with Rourkela Municipal Corporation (RMC) for providing effective and sustained services for collection and transportation of Municipal Solid Waste.
- Maintaining customer grievance cell on 24X7 basis for app based, mail based, toll-free phone based, and personal appearance with feedback mechanism.
- Establish and maintain different zone offices, in consultation with RMC officials.
- Agree a monitoring mechanism to ensure compliance of the same and documentation of feedback

**The scope would not include Collection bio medical and industrial hazardous waste.**

### **3.6 Location of Land fill Site**

Presently the Landfill site is at BPUT/Tarkera, about 15 km away from RMCoffice.

### **3.7 .Time Schedule for Implementation of Works**

The Service Provider shall adhere to the time schedule set out in the table below for implementation of the Project:

Sl. No.	Activities	Time Schedule
1	Road Sweeping	5.00 AM to 11.00 AM 3.00 PM to 6 PM & 11 PM to 5 AM,
2	House to House collection of MSW from various households	7:00 AM to 11:00 AM (suitable time for different commercial areas)
3	Collection of MSW from various Collection points & transportation to transfer station	8:00 AM to 12 Noon
4	Transportation of MSW from transfer station to landfill site	8 AM to 5 PM
5	Transportation of debris	8 AM to 5 PM

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

**3.7.2** The Operator can modify the working hours with prior approval of the RMC Authorities. The Operator should inform of such changes to RMC authorities.

**3.7.3** The Operator shall ensure all operations on three sixty five (365) days of a year irrespective of any National Holidays, Sundays and Festivals. RMC shall also designate one nodal officer and other counter-part staff for co-ordination with different line agencies, other Govt. agencies, and assist in providing data and other information required for performance of the services. Special cleaning requirements on festivities, official function, natural calamities, are to be taken as per instruction of RMC.

**3.7.4** Biometric attendance is mandatory for manpower engaged by the agency and reports need to be submitted daily, weekly, monthly as required by RMC has to be submitted by the agency.

## CHAPTER — 4

### 4. Conditions of Eligibility of Applicants

#### A. ELIGIBILITY CRITERIA

##### (For Part A, B, C, D &E)

The Bidder should have necessary experience, resources, infrastructure and financial capability to participate, qualify and shall work as single business entity for the Project.

**The Bidder must have following eligible criteria to participate in the Bid**

#### **4.1 Technical Eligibility Criteria**

- a) Bidders should be a Company, registered under Indian Company Act-1956, at least for a period of 5 years. Valid Memorandum of Association and Article of Association along with Incorporation Certificate shall be submitted as proof.
- b) Bidders should have experience of mechanical sweeping in any ULB for a period of not less than 3 years.
- c) Bidders should have experience of House to House collection of municipal solid waste in urban areas and transportation of the same to designated locations from at least 50,000 households, for a period of not less than 3 years.
- d) Bidders should have experience of Handling and transportation of at least 100 Metric Tons per day of MSW for at least 3 years in any City or part of the city having more than 1 Lakh populations during last 10 years.
- e) Bidders should have experience of street sweeping and cleaning of Roadside Drains by mechanical /manual means in any one contract during the last 3 years.
- f) Bidders should have experience of construction and operation maintenance of compost plant in any one contract at least for 3 years. However in case of no such self-experience of bidders, either through Joint Venture or in support of experience through hiring service during such job or to do such job of this assignment being given out of this bidding process, **assurance/ understanding from such hire service of such agency to furnish documents along with bid Document.**
- g) The work order showing experience shall be supported with certificate from the competent authority of the local body, confirming 3 years operation by contract.

- h) Bidder should not have been Black listed or Barred or terminated by any Central or State Govt. / Govt.Undertakings / ULB during last 5 years in similar nature of work. An affidavit to this effect is to be submitted with the Technical Bid.
- i) Bidders should have a valid labour license.
- j) Bidders should have valid registration for EPF & ESI and Labour Identification Number (LIN) should submit the latest payment challan for at least for 500 workers.
- k) Bidders should submit a litigation history, if any, along with technical bid.
- l) Bidders should have up to date IT and VAT clearance Certificate, GST Registration Certificate.
- m) Bidders should have required number of machineries / equipments / vehicles & other infrastructures available with them. A detail list is to be submitted in support of the claim, along with copy of RC books and fitness Certificate of the Vehicle.
- n) The Bidder should furnish the details of experience as set out below along with the Technical Proposal. The List of technical persons to be submitted.
- o) Consortium is permitted of maximum 2 entities. In case the Applicant has undertaken a project as a member of a consortium, the experience of such consortium will be accepted. Each member of the consortium should fulfill the technical eligibility individually. While together as a whole they should fulfil financial eligibility.
- p) Company / Agency profile. Self-attested Photo copy is to be submitted.
- q) Bidders with ISO certificate shall submit the copy along with the technical Bid.

**Experience Criteria:**

- a) The Applicant should furnish the details of experience, along with supporting documents, in the formats set out in Schedule 3A of the Bid document.
- b) The Applicant should furnish the details of experience in the technical Bid Documents.

**4.2 Financial eligibility Criteria:**

- a) The average Annual turnover should be more than 10 Crores for last 3 years and net worth should be positive. The turnover and the net worth should be supported by documents from competent authority. The Bidders should provide audited annual account statement in support of the claim. In case the bidders fail to provide such audited financial statements, the bid will be rejected. The Bid document must be accompanied by the Audited Balance Sheet, Profit and Loss

Account and income tax return of last 3 (three) financial years, ending March 31st 2016, duly attested by the Chartered Accountant. Self attested Photo copy is to be submitted.

- b) The Bidders should have the financial capability to meet out the initial capital investment and operating & maintenance expenses at least for a period of 3 months. The Bidders are to provide solvency certificate of 3Crore from any nationalized bank as an additional proof of their financial capability to meet the initial investment and expenses on Operation and Maintenance for initial months of operation.

#### **4.3 Technical (Part I) - (The following documents are to be submitted)**

The following eligibility criteria will form the Technical (Part I) of the bid: (photocopies duly self-attested to be enclosed).

- a) Bidder should have valid Registration Certificate under Company Registration Act.1956, at least for a period of 5 years. Memorandum of Article & incorporation certificate is to be submitted along with the technical bid document.
- b) Bidders should have experience of mechanical Sweeping, manual sweeping, Drain cleaning, Door to Door collection and transportation of municipal solid waste as per the eligibility criteria, for a period of not less than 3 years. Certificate in support of the experience is to be submitted.
- c) Bidders should have experience of Handling and transportation of at least 100 Metric Tons per day of MSW for at least 3 years in any City or part of the city having more than 1 Lakh populations during last 10 years. Certificate in support of the experience is to be submitted.
- d) Bidder should submit An affidavit to the effect that, the Company has not been Black listed or Barred or terminated by any Central or State Govt. / Govt. Undertakings / ULB during last 5 years in similar work.
- e) Bidders should have a valid labour license. Self attested Photo copy is to be submitted.
- f) Bidders should have valid registration for EPF. Self attested Photo copy is to be submitted.
- g) Bidders should have valid registration for ESI. Self attested Photo copy is to be submitted.
- h) Bidders should have up to date IT and VAT clearance Certificate/GST compliant documents. Self attested Photo copy is to be submitted.
- i) Company / Agency profile. Self attested Photo copy is to be submitted.

- j) Bidders should have required number of machineries / equipments /vehicles & other infrastructures available with them. A detail list is to be submitted in support of the claim.
- k) The Bidder should furnish the details of experience as set out below along with the Technical Proposal.
- l) Audited Balance Sheet, Profit and Loss Account and income tax return of last 3 (three) financial years, ending March 31st 2016, duly attested by the Chartered Accountant. Self-attested Photo copy is to be submitted.
- m) Proof with respect to annual average turnover of more than 10 Crores for last three years with positive net-worth for all three years and should be supported by Income tax return of last three years. Self-attested Photo copy is to be submitted.
- n) The Bidders are to provide solvency certificate of 3Crore from any nationalized bank as an additional proof of their financial capability
- o) Tender Paper Cost in Original of Rs 20,000 + 18% GST in form of DD from any nationalized bank in favour of Municipal Commissioner, Rourkela Municipal Corporation, Rourkela.
- p) EMD in Original for an amount of Rs 60.00,000( sixty Lakh only) in form of DD from any nationalized bank in favour of Commissioner, Rourkela Municipal Corporation, Rourkela.

Important: Attach a list of documents on the letter head of your company submitted along with the tender, to be considered for evaluation of bid. Documents other than written in the list may not be considered for evaluation. (Photocopies duly self attested to be enclosed).

NB: The Technical (Part I) of the bid should not contain anything about the price otherwise the bid will be rejected.

#### **4.4 Financial (Part II)**

4.4.1 **The Financial (Part II)** of the bid shall consist of only Rates / Price in the Performa (Schedule-6) of the Bid documents supplied as per the part of the work separately (Part-A,B,C, D or E) on the company's letter head. All the columns and requisite information must be filled as per the prescribed schedule.

4.4.2 Bid Documents will be received **30 October 2017 till 5 PM** at the following address and Technical Bid shall be opened on **30 October, 2017 at 6 PM** at the following address. The Financial Bid Shall be opened on **5 November at 5.00 PM**.

The Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela — 769012 (Odisha)

**Bid Documents received after the due date will be rejected outright.**

## **B - EVALUATION OF BIDS**

### **4.5 Evaluation:**

- Bidders who qualify in the technical bid shall only be short listed. Financial Bids of those bidders who have qualified in the Technical bid shall be opened in the presence of bidders or their authorized agents who choose to be present.
- In the financial bid, bidder should submit the rate as per enclosed schedule.
- For selection of successful bidder, the below given weightage and formula will be used. The lowest financial bidder does not accrue any right to claim the bid in his favour & the decision of the RMC is final & binding.

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$ , in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are:  
T = 0.8, and P = 0.2.

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  $S = St \times T\% + Sf \times P\%$ .

- In case the highest scorer of the technical bid is not the lowest in the financial bid, Evaluation Committee may go for negotiation, considering the technical score & financial offer taken together for finalization of the award.
- After successful negotiation, the work shall be awarded to the firm, if the negotiation fails, the next scorer firm shall be called for contract negotiations.
- The decision of RMC will be final and binding on the bidders.
- The successful bidder will have to deposit security deposit of Rs. 300.00.000/- (Rupees three Crore only) in the form of Demand Draft or Bank Guarantee from any Nationalized Bank, in favour of The Municipal Commissioner, Rourkela Municipal Corporation, Rourkela. However, if requested by the successful bidder the EMD amount of Rs. 60,00,000/- can be adjusted against the security deposit.

#### **4.5.1 Evaluation Criteria:**

- The proposal submitted in response to this Bid invitation, shall be evaluated primarily on the basis of Technical soundness and Project design criteria.
- In order to qualify in the technical evaluation the bidder has to score at least 70 marks out of 100 as detailed on the various parameters.
- The marks awarded to a particular Firm by the evaluation committee shall be final & binding of the bidders.
- Those bidders who score 70 marks are only eligible for consideration in the financial bid.
- RMC reserves the right to reject any proposal of the bidder without opening the financial bid if, in its opinion the technical bid is substantially not acceptable.

#### **4.5.2. Scoring Parameters:**

Sl. No.	Details Parameter	Particulars	Maximum Marks	Marks awarded	Remarks
1	No. of Projects with Manual and Mechanical Sweeping, storage & Transportation at least for 5 years operation.	1 – 3 Projects	15		
		4 – 5 Projects	18		
		More than 5 projects	20		
2	No. of Projects with Door to Door collection & Transportation at least for 5 years operation	1 – 3 Projects	15		
		4 – 5 Projects	18		
		More than 5 projects	20		
3	No. of Projects with more than 110 TPD Quantity of MSW Collection & Transportation for at least 5 years	100 -150 MT / day	12		
		More than 500 MT / day	15		
4	No. of Projects with construction, operation and maintenance of compost plant at least for 5 years.	1-2 Projects	8		
		3 or More Projects	10		
5	No. of Projects with scope of transportation and disposal of debris at least for 5 years	1- 2 Projects	8		
		3 or More Projects	10		
6	Proposed Methodology and planning to be adopted in the project including Manpower, equipments, vehicles, supervision etc.	Comparative Assessment	15		
7	Policy and practices relating to environment, health safety measures to be adopted in the project	Comparative Assessment	10		
	Total		100		

#### **4.6 Other terms and conditions:**



- Conditional bids will be rejected. Any conditional discounts by bidder shall not to be taken into account for the purpose of evaluation.
- Any other clauses not specifically mentioned in this bid document but are part of the Bid Document, shall be applicable ipso-facto.

#### **4.7 Client Responsibility:**

- The RMC shall give all required support in terms of information/data that whatever available, prior to Bid Due date. All the statutory clearances will be the responsibility of the client.

#### **4.8 Disincentives:**

- In case of the failure of the agency to make the facility functional within the stipulated timeframe, the offer may be withdraw giving 1 months' notice at the discretion of the RMC.
- If the agency fails to comply with any of the clauses of the agreement after entering into the same with RMC, the agreement will be terminated on one month notice.
- The project will be reviewed 15 days/at any time required by RMC.
- In case of failure of any agency and termination of the agreement, the RMC may allot the work to another empaneled agency.

## **5. Terms of Reference (TOR)**

### **5.1. Earnest Money Deposit and Security Deposit**

**5.1.1** The Bidder shall furnish as part of its bid Earnest Money Deposit in original for an amount Rs.60, 00,000/- (Rupees Sixty Lakh only) in the form of DD from any nationalized bank in favour of Municipal Commissioner, Rourkela Municipal Corporation, Rourkela.

**5.1.2** Any Bid document not accompanied by a requisite Earnest Money Deposit in accordance with requirement is liable for rejection.

**5.1.3** The Earnest Money Deposit of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security. Earnest Money Deposit shall not bear any interest.

**5.1.4** The Earnest Money Deposit may be forfeited: • If a Bidder withdraws its Bid during the period of bid validity, • If the successful Bidder fails to: a) Furnish a Performance Security; or b) Sign the Contract in accordance with the requirement; or c) If he has given the false documents in support of Qualification with the bid

## **5.2. Performance Security against the Work.**

Within ten (10) days of the receipt of notification of award of the from the Employer, the successful Bidder shall:

Furnish the Performance Security for an amount equal to Rs 3,00,00,000/- (Rupees Three Crore only) in the shape of Bank draft/ Bank Guarantee, in favour of Commissioner, Rourkela Municipal Corporation, Rourkela, using Performance Security Form, Contract Forms, or another form acceptable to the Employer.

In the event of any request from the successful bidder the Earnest Money Deposit may be adjusted towards the performance security and the rest amount is to be deposited by the successful bidder

Attend office of Employer to sign the agreement on non-judicial stamp papers as fixed by State Government.

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next, lowest evaluated Bidder.

## **5.3. Forfeiture of Security Deposit against Work.**

**5.3.1** The bid security may be forfeited, if the bidder does not accept his bid, as prescribed in this bid document.

**5.3.2** If during the term of this contract, the contractor is in default of the due and faithful performance of his obligations under this contract, RMC shall, without prejudice to its other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

#### **5.4. Refund of Security Deposit against Work**

The Security Deposit and bank guarantee will be returned to the Contractor on completion of the Contract. The Security Deposit shall not bear any interest.

#### **5.5 Contract Price and Payment**

**5.5.1** The Contract Price shall cover all expenditure incurred on procurement of equipment and machines, staffs, establishment, maintenance and repairs, spares and consumables, setting up of weighing bridge, setting up of Transfer station at the identified site and any other expenses. The Contract Price shall also include all duties, taxes that may be levied in accordance to the laws and regulation in-force on the Contractor's equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the operations to be performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.

**5.5.2** The Contractor shall pay Taxes on all payments made to him under the Contract. The Contractor shall pay all the Taxes directly to the Government of Orissa and to the Government of India or to the concerned department. RMC shall not take any responsibility for any kind of Tax payment to the Government or Quasi-Government bodies at any point of time, other than those required to be deducted at source before the payments are made to the Contractor under any law & those practice to the Rourkela Municipal Corporation. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

#### **5.6. Payment**

RMC shall make the payment to the Contractor for performing works and providing services as follows.

##### **5.6.1 Collection of Monthly Fee / Service Charges**

No Payment shall be made for individual activities like: Sweeping, House to House Collection, Storage, Composting, Transportation, Processing and Disposal of MSW.

- The Contractor shall be paid Service Charges based on the quantity of MSW Transported, as per rate approved in this bid on MT/ Cu.Mt.Basis.
- All payments will be on per MT/ Cu.Mt basis of waste transported to the disposal site. The payment for services shall be made for whole quantum of waste transported to the designated place at landfill site / disposal ground.

- The individual Item wise rate as approved in the bid shall be utilized for purpose of the penalty.

### **5.7 Escalation for service fee**

The rate for the sweeping, collection, transportation and disposal will be paid for whole waste transported. Escalation Rate would be 5% per annum on the original agreed rate to be entered in Contract Agreement. It is clarified that escalation calculation would be on compounding annual increment.

### **5.8 Procedure of Payment**

The Selected Operator should submit his Bank account details (name of bank and branch, address and account number) to RMC through the Competent Authority after signing the agreement under this contract. RMC shall make payment only by account payee cheque. • The Contractor shall raise monthly bills as per the rate finally agreed and approved under the contract. The bills shall be in accordance with the operations carried out during the contract period from the last date of previous bill.

- The Selected Operator shall submit on or before the seventh day of every month bills in triplicate to the Commissioner Rourkela Municipal Corporation, Rourkela with the following reports.
- Statement of daily transported MSW during the concerned month.
- A date-wise monthly report of lifting of garbage.
- A monthly report of removal/shifting of containers from the service area.
- Attendance sheet/Absentee statement of workers
- Feedback form from consumers
- Monthly performance evaluation report in Format as required by RMC. 75% claim of monthly bill raised would be paid within 10 working days and remaining 25% will be made within 20 days after the payment of 75% claim after adjustment of penalty.

### **5.9 Incentives**

The Selected Operator shall be entitled to the following incentives

The RMC shall provide suitable open space in the service area, for parking the vehicles. No charge shall be taken against the space during the entire contract period.

The RMC shall provide space at a suitable site in the service area for establishing a Control Room/Complaint Redressal Center. The Contractor will not have to pay for this during the duration of the contract.

- Contractor may be allowed to advertise on vehicles and containers. Contractor has to put prominent logo of RMC and slogans permitted by RMC on vehicles and containers at all times.

### **6. Penalty**

Sl. No	Service Level Violation by selected operator	Amount of Penalty to be imposed
1	MSW not collected for more than one day(24 hours) from any household covered under the project limit.	Rs. 50 per day per house of default
2	Sweeping not done in any bit in the project area	Rs. 250 per bit per day
3	MSW not collected for more than one day from commercial/institutional/industrials/other units covered under the project.	Rs. 100 per day per unit of default
4	Overflowing of waste from D.P Bins/Compactor Bins for more than 24 hours	Rs. 1000 per Bin With default
5	DP bin/Compactor bin not cleared for more than 24 hours.	Rs. 250 per bit per day
6	Waste transported to location other than designated processing / disposal site	Rs.5,000 per incident spot on inspection
7	Non functioning of Compost Plant	Rs. 1000 per day
8	Collection of mixed debris with garbage and being transported to transfer station/land fill site.	Rs.5,000 per incident spot on inspection
9	Non-functioning of Complaint Redressal Cell for more than 24 hours	Rs.1,000 per day
10	Non-attendance of any complaint entered in complaint register within 24 hours	Rs. 250 per complaint
11	Non submission of monthly complaint cell log by 2nd of next month	Rs.100 per delay day
12	Written Feedback from each household every month is mandatory. The household will score the quality of work on a scale of 1 to 5. 1 being least Satisfied and 5 being most satisfied.  If more than 60% household gives score less than 3 then penalty is to be levied as per the given criteria.	1 <sup>st</sup> month – Warning 2 <sup>nd</sup> month – 5% penalty 3 <sup>rd</sup> month – 6% penalty And so on upto maximum 10%. Thereafter decision shall be taken on Termination of contract.

Penalties shall be imposed by the executive committee as described above. However the total amount of penalties to be imposed for a month shall not be more than 10% (Ten-percent) of the bill raised for the month. In case penalties calculated are more than 10% of total bill, the executive committee of RMC shall have the final decision on the quantum of penalties which shall be binding on the selected operator. However, in case of repeated lapse of service levels as per selected operator scope, RMC shall have the right to issue

warning letter/preliminary notice as case may be and subsequent action thereafter to ensure good service to its citizens.

## **7. Hand Back and Transfer**

7.1 The ownership Workshop, processing facilities and Office Space including all constructions, installations, modifications, renovations and improvements made therein shall at all times remain that of RMC. At the end of the contract period and or its earlier termination, the Contractor shall request RMC to take over the Workshop and Office Space. The RMC shall take over the same within thirty (30) days of such a request being made.

7.2 At the end of the contract period and or its earlier termination, the Contractor shall hand back vacant and peaceful possession of the Workshop and Office Space in good operable condition to the RMC free of cost.

7.3 At least three (3) months before the expiry of contract period, a joint inspection of the Workshop and Office shall be undertaken by the Competent Authority and Contractor to prepare a list of works and jobs, if any, to be carried out under the contract so as to conform to the O&M requirements. The Agency shall promptly undertake and complete such work and jobs at least one month prior to the expiry of the contract period and ensure facilities and vehicles continue to such requirements until the same are handed back to the RMC.

## **8. Force Majeure Event**

8.1 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 Contractor or any of the employees, or agents of the Contractor.
- (d) Acts of terrorism
- (e) Strikes, labor disruptions, any other disruptions or public unrest not arising on account of acts of the Contractor
- (f) Action of Government Agencies having Material Adverse Effect, including but not limited to
  - Acts of expropriation compulsory acquisition or take over by any Government agency of the landfill site facilities or any part thereof

- Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Contractor in any proceeding, which is non-collusive and duly prosecuted.
- Any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case for reason other than the Contractor's breach or failure in complying with the MSW rule, 2016, O&M requirements defined in the Contract, Applicable laws, Applicable permits, any judgment or order of any Government Agency or of any Contract by which the Contractor as the case may be is bound.
- Early termination of this agreement by RMC 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.

(h) Strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work.

(i) Any resistance from the citizens or any other groups not allowing performing the Project/work as stipulated in the tender.

### **8.2 Procedure for Calling Force Majeure:**

i. The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the Affected Party in overcoming the effects will be conveyed to the other Party with supporting data including relief from them.

ii. The Affected Party shall also inform to the other Party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected Party.

iii. Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.

iv. The period allowed for restoration of the normal performance by the Parties of such obligation shall be extended on day-to-day basis based on merit and mutual consent of the parties.

v. Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.

vi. The Contractor shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.

vii. When the Affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other Party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

viii. The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure; RMC shall not be liable to make any payment to the contractor for him being affected on account of Force Majeure. In this situation, the Contractor shall only be paid for the work done, since both, RMC and Contractor, should share unforeseen situation.

➤ The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Bid document, RMC shall reject a Bid without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

➤ Without prejudice to the rights of RMC under Clause 5.1 hereinabove and the rights and remedies which RMC may have under the short-listing process, if an Applicant is found to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the short-listing process, such Applicant shall not be eligible to participate in any tender issued by RMC during a period of 5 (five) years from such date.

➤ For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:



- a. "corrupt practice: means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of RMC who is or has been associated in any manner, directly or indirectly with the Selection Process or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of RMC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process or (ii) engaging in an manner whatsoever, whether during the Selection Process or after short-listing, as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical consultant/adviser of RMC in relation to any matter concerning the Project;
- b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c. "coercive practice: means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by RMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e. "restrictive practice: means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### **MISCELLANEOUS**

**6.1** The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at Rourkela shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bid Process.

**6.2** RMC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

a. Suspend and/or cancel the Tender Process and/or amend and/or supplement the Tender Process or modify the dates or other terms and conditions relating thereto;

**6.3** It shall be deemed that by submitting the Bid Document, the Applicant agrees and releases RMC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

**Schedule 1**

**Cover Letter**

To  
The Commissioner,  
Rourkela Municipal Corporation  
Rourkela.

Dated:

Sub: Selection of Agency for Integrated Municipal Solid Waste Management Project in Rourkela, Orissa

Dear Sir,

With reference to your Invitation for Tender document dated, we, having examined the Invitation for Tender document and understood its contents, hereby submit our Tender for the aforesaid Project.

- 1 The Bid is unconditional qualifies as per the technical & financial criteria set forth by the RMC in RFP documents and subsequent amendments thereto.
- 2 All information provided in the Bid Document and in the Schedules is true and correct and all documents accompanying Bid Document are true copies of their respective originals.
- 3 We shall make available to RMC any additional information it may find necessary or require to supplement or authenticate the Bid Document.
- 4 We acknowledge the right of RMC 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 certify that in the last 5(Five) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach / black listed on our part.
- 6 **We declare that:**
  - a. We have examined and have no reservations to the Invitation for Tender Document, including any Addendum issued by RMC.
  - b. We do not have any conflict of interest in accordance with Clauses 2.3 of the Invitation for 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.
- 7 We understand that you may cancel the Bid Process at any time and that you are neither bound to accept Bid Document that you may receive without incurring any liability to the Applicants, in accordance with Clause 2.9 of the Invitation for Tender.
- 8 We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the Invitation for Tender document and are

qualified to submit Bid Document in accordance with the provisions of the Invitation of Tender.

- 9 We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 10 We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 11 We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- 12 We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate RMC of the same immediately.
- 13 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 RMC in connection with Bid Process, in respect of the above mentioned Assignment and the terms and implementation thereof.
- 14 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 RMC or in respect of any matter arising out of or concerning or relating to the Bid Process including the award of Assignment.
- 15 We agree and understand that the Tender is subject to the provisions of the Tender document. In no case, we shall have any claim or right of whatsoever nature if we are not selected or our Tender is not opened.
- 16 We agree to keep this offer valid for 180 days from the Bid Document Due Date specified in the Invitation of Tender.
- 17 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 Invitation Tender.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)  
Name and seal of Applicant

**Schedule 2**

**POWER OF ATTORNEY**

**(On Stamp paper of relevant value)**

Know all men by these presents, We \_\_\_\_\_(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Mrs. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Tender for selection as a Operator for "Integrated MSW management Project of Rourkela Municipal Corporation -2017" including signing and submission of all documents and providing information/responses to RMC in all matters in connection with our Application for the said Assignment.

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 2017

Accepted

For . \_\_\_\_\_

Name & signature

(Name and designation of the person(s)  
Signing on behalf of the Applicant)

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 -3A**

#### **Firm's Organization and Experience**

[Provide here a brief description of the background and organization of the Firm.]

## A - Firm's Organization

## B.Firm's Experience [For Full Technical Proposals Only]

[Using the format below, provide information on each joint venture partner or Co-applicant for either individually as a corporate entity or as one venture or Co-applicant, for carrying out services assignment.]

Sl. No.	Name of Project	
1	Name, Address & contact numbers of Client	
2	Name of Entity undertaken the project	
3	Scope of Work	
4	Project Cost	
5	Waste Handling Capacity / Project size	
6	Bidders role in the project	
7	Mode of Execution	
8	Contact Period	
9	Details of the assistance / equipment provided by the ULB	
10	Details of the assistance / equipment provided by the ULB	
11	Date of award	
12	Delays in commissioning, if any with their reason	
13	No. of months of Operation & Management	
14	No. of Households covered/ Actual tonnage of MSW handled per day	For FY 2011-12 For FY 2012-13 : For FY 2013-14 : For FY 2014-15 : For FY 2015-16 :

15	Has the project stopped / failed after commissioning, if any provide reason	
16	Litigations with the client, if any	
17	Details of the Technical and Managerial staff engaged	
18	Number of Staff employed	For FY 2012-13 : For FY 2013-14 :

		For FY 2014-15 : For FY 2015-16 :
19	% Equity shareholding in the project	
20	Status of project Under construction Commissioned (provide date of commissioning) Not Implemented	
21	Name, address, contact numbers of client ( ULB / any other authority)	
22	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 \_\_\_\_\_ (name of Sole Bidder)

\_\_\_\_\_ (Address)

Note:

RMC may directly contact the contact persons provided

Firm's Name:

### **Schedule – 3B**

#### **Financial Details of the Applicant**

Description	Annual Turnover (Rs. Lakhs)
FY 2016-17	



FY 2015-16	
FY 2014-15	

1. A certificate from the Statutory Auditor should be provided as supporting document certifying the financial capability details submitted by the Applicant. The certificate should indicate the membership number of the Statutory Auditor.
2. The Applicants should provide information regarding the above based on audited annual accounts for the last 3 (three) financial years.
3. In case the annual accounts for the latest financial year are not audited and therefore the Applicant could not make it available, the Applicant shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Applicant may provide the unaudited Annual Accounts (with Schedules) for the last financial year.

Rubber Seal of the Bidder/

(Signature of the Authorized Signatory)

(Name and designation)

#### **Schedule 4**

**(To be attached with Firm's proposed Approach & Methodology)**

The Implementation Plan shall comprise:

1. Proposed Strategy

Process management diagrams for undertaking activities mentioned in the TOR. Agency shall be required to submit a chart setting out the process flow for the activities envisaged. Proposed plan for communicating with the Client staff and complaint / grievance redressal system

List of statutory clearances required and proposed approach to obtain the same with time frame.

List of surveys/investigation works, that are envisaged and time frame to complete the same.

Mechanism / Strategy for collection and transportation of MSW (Primary and secondary). Please indicate the methodology to be adopted for micro level route planning of vehicles.

Type of vehicles / bins to be deployed / procured for door-to-door collection and secondary transportation of waste. Please attach technical specification sheet for each of the above.

Processing plant design including all sections, area requirement, technical specifications for civil, electrical and mechanical works and O&M requirements and construction period.

Landfill design including area requirement, material specification, time frame and O&M requirements.

Procurement schedule for bins, vehicles, equipment, IEC material, etc.

Manpower deployment schedule (ground staff and workers)

Deployment schedule for technical personnel

EHS policy / proposed EHS measures to be adopted

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

- a. Sweeping & cleaning of wards
- b. House to House Collection of MSW from various generators
- c. Mechanical Street Sweeping and drain cleaning operations
- d. Transportation of MSW to designated sites
- e. Operation of Compost Plant
- f. Lifting of Debris

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


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

Sl. No.	Equipment/Tools/Vehicles(Please attach Technical Specification Sheets)	Number

Sl. No.	Vehicle Type	Number			Capacity in terms of Volume
		Owned	Leased (Attach valid lease agreement / MoU with the vehicle providing Agency)	Total	

4. Awareness Campaign to be initiated

a. Number of campaigns envisaged

b. Mode of conducting campaigns

5. Mechanism Mechanism for Grievance Redressal

6. Manpower Deployment \*

Sl. No.	Type of Staffs	Total number of people to be employed	Details
1	Conservancy Staff		

2	Ward Coolies		
3	Operational Staff*		
4	Supervisory Staff*		
5	Zone Officers		
6	Vehicle Staff		
7	Others		

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

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

7. Monitoring mechanism proposed

8. Mechanism for addressing any emergency situation

Rubber Seal of the Bidder/

(Signature of the Authorized Signatory)

(Name and designation

### **Schedule-5**

### **Key Personnel**



Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 5.2.1 of Chapter 5. Forms FIN-1, FIN-2, are to be used whatever is the selection method indicated in Para. 4 of the Letter of Invitation.

**Form FIN-1: Financial Proposal Submission Form**

[Location, Date]

To: Commissioner  
Rourkela Municipal Corporation (RMC)  
Rourkela, Orissa

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Tender Call Notice dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause Reference 1.7 of the Data Sheet.

No fees, gratuities, rebates, gifts, commissions or other payments have been given or received in connection with this Proposal

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

1. Amounts must coincide with the ones indicated under Total in Form FIN-2.

**Form FIN-2: Summary by Costs**

Project Title: Integrated Municipal Solid Waste Management Project of Rourkela Municipal Corporation — 2017, as Per MSW Rules 2016.

- 1) Price quoted by you should be valid for a minimum period of six months from the date of closing of the tender.
- 2) In no circumstances, escalation in the prices / rates will be entertained for 1st year of contract.
- 3) Rates must be inclusive of all taxes but excluding service tax which shall be paid on actual as per prevailing rates.
- 4) Rates must be submitted in the Performa of Schedule of rates.
- 5) All the terms of the tender document are applicable.

**Schedule of Rates**

Sr. No.	Description	Rate to be Quoted by Bidder (Rupees per MT)	Average quoted rate per MT for Part-A,B,C& D
1	PART-A	Rs. _____/Per MT (In Wards _____)	Rs. _____/Per MT (In Wards _____)
2	PART-B	Rs. _____/Per MT (In Wards _____)	
3	PART-C	Rs. _____/Per MT (In Wards _____)	
4	PART -D	Rs. _____/Per MT (In Wards _____)	
Sr. No.	Description	Rate to be Quoted by Bidder (Rupees per Cu. Mt.)	Average quoted rate per MT for Part-E
5	PART-E	Rs. _____/Per Cu.Mt. (In Wards _____)	Rs. _____/Per Cu. Mt. (In Wards _____)

Note: -

Rate quoted includes all costs for capital items as well as operation & management of services.

While quoting financial offers, applicant firms are requested to refer Clause of Data Sheet and term of reference of RFP Document.

Rubber Seal of the Bidder/

(Signature of the Authorized Signatory)

(Name and designation)