



# ROURKELA MUNICIPAL CORPORATION

UDITNAGAR, ROURKELA (Odisha), PIN-769012

E-mail ID: rourkelamunicipality@gmail.com, Tel: 0661-2500388

RFP No. 10458

Date: 17/8/22

## REQUEST FOR PROPOSAL

Rourkela Municipal Corporation invites Request for Proposal (RFP) in Double covers from reputed NGOs/CBOs/Agencies/Joint Ventures for Providing Sanitation Services in the Designated Zones under Rourkela Municipal Corporation (RMC).

The sealed RFP document supported by relevant details and proof of their eligibility is to be submitted in closed covers addressed to the Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela, Dist.-Sundargarh (Odisha), PIN-769012 on or before 1.00 PM 08.09.2022 through Speed Post/ Registered Post/ Courier only. The complete RFP document can be downloaded from the RMC website (www.rmc.nic.in) from 18.8.2022 onwards.

Any changes/correction/corrigendum in respect the above shall be placed on RMC website only. All bidders are requested to go through the website before submission of proposal.

RMC reserves the right to reject any or all the RFP without assigning any reason thereof.

Commissioner

Rourkela Municipal Corporation

Date: 17/8/22

Memo No. 10459

Copy to Notice Board of RMC for wide publicity of advertisement through office notice board and MIS, RMC for uploading of the RFP document in the RMC website.

Commissioner

Rourkela Municipal Corporation

Date: 17/8/22

Memo No: 10460

Copy to Director, I&PR Dept., Govt. of Odisha, Bhubaneswar for information and requested to publish the copy of above-mentioned notice in Two highly circulated Odia daily newspaper (all editions), One highly circulated English Daily newspaper (in all India Edition) and One highly Circulated Hindi Newspaper (in all India Edition) on 18.08.2022. The font size should be 8 Points and rate should be as per I&PR.

Commissioner

Rourkela Municipal Corporation



## **REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Street Sweeping, Drain Cleaning, Conservancy Cleaning  
and Bush Uprooting**

**At 04 Different Zones within**

**Rourkela Municipal Corporation area**

**RFP No. 10458**

**Date: 17.08.2022**

**Issue of RFP Documents: 17.08.2022**

**Last date & time for submission of the RFP: 08.09.2022 by 1.00 PM**

**Rourkela Municipal Corporation**

**Udit Nagar, Rourkela**

**Dist. - Sundargarh (Odisha)**

**Pin-769012**

**Website: [www.rmc.nic.in](http://www.rmc.nic.in)**

**Email Id: [rourkelamunicipality@gmail.com](mailto:rourkelamunicipality@gmail.com)**

## **DISCLAIMER**

ROURKELA Municipal Corporation (RMC) has prepared this document to give the interested parties the background information on "Sanitation Services in the Designated Zones under Rourkela Municipal Corporation".

While RMC has taken due care in the preparation of the information contained herein and believe it to be accurate, neither RMC nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information given in this document in submitting the RFP.

RMC reserves the right not to proceed with the agreement of engagement of the Agency/NGO/ Institution or to change the configuration of the project to alter the timetable reflected in this document or to change the process or procedure to be applied.

It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities requesting for proposal.

## **TABLE OF CONTENTS**

<b>SL. No</b>	<b>Content</b>	<b>Page Number</b>
<b>1</b>	<b>SCHEDULE OF BIDDING PROCESS &amp; GENERAL INFORMATION</b>	<b>5</b>
<b>2</b>	<b>EXECUTIVE SUMMARY</b>	<b>7</b>
<b>3</b>	<b>SCOPE OF WORK AND TERMS &amp; CONDITIONS</b>	<b>8</b>
<b>4</b>	<b>SPECIAL CONDITION OF CONTRACT</b>	<b>17</b>
<b>5</b>	<b>RFP PROCESS</b>	<b>18</b>
<b>6</b>	<b>INSTRUCTION TO BIDDERS</b>	<b>18</b>
<b>7</b>	<b>EVALUATION OF PROPOSAL</b>	<b>22</b>
<b>8</b>	<b>RIGHT TO VARY SCOPE OF WORK AT THE TIME OF AWARD</b>	<b>23</b>
<b>9</b>	<b>PERIOD OF SERVICE</b>	<b>23</b>
<b>10</b>	<b>SIGNING OF AGREEMENT</b>	<b>23</b>
<b>11</b>	<b>DEFAULT OF SERVICE</b>	<b>23</b>
<b>12</b>	<b>NUMBER OF PROPOSALS</b>	<b>24</b>
<b>13</b>	<b>RFP DOCUMENT FEE</b>	<b>24</b>
<b>14</b>	<b>EARNEST MONEY DEPOSIT (EMD)</b>	<b>24</b>
<b>15</b>	<b>VALIDITY OF BID</b>	<b>24</b>
<b>16</b>	<b>DISPUTES</b>	<b>24</b>
<b>17</b>	<b>ACKNOWLEDGEMENT BY BIDDER</b>	<b>24</b>
<b>18</b>	<b>RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS</b>	<b>25</b>
<b>19</b>	<b>LANGUAGE</b>	<b>25</b>
<b>20</b>	<b>MODIFICATIONS AND WITHDRAWAL OF PROPOSAL</b>	<b>25</b>
<b>21</b>	<b>AWARD OF CONSULTANCY AND EXECUTION OF AGREEMENT</b>	<b>25</b>
<b>22</b>	<b>COMMENCEMENT OF ASSIGNMENT</b>	<b>25</b>
<b>23</b>	<b>CONSORTIUM</b>	<b>25</b>
<b>24</b>	<b>PROPRIETARY DATA</b>	<b>26</b>
<b>25</b>	<b>REJECTION CRITERIA</b>	<b>26</b>
	<b>Annexure-1: COVERING LETTER</b>	<b>27-28</b>
	<b>Annexure-2: DECSRIPTION OF THE BIDDER</b>	<b>29-30</b>
	<b>Annexure-3: STATEMENT OF LEGAL CAPACITY</b>	<b>31</b>
	<b>Annexure-4: POWER OF ATTORNEY FOR SIGNING OF BID</b>	<b>32-33</b>
	<b>Annexure-5: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM</b>	<b>34</b>
	<b>Annexure-6: CONSORTIUM AGREEMENT</b>	<b>35-37</b>
	<b>Annexure-7: ANTI-COLLUSION CERTIFICATE</b>	<b>38</b>
	<b>Annexure-8: ORGANIZATION AND EXPERIENCE</b>	<b>39</b>
	<b>Annexure-9: FINANCIAL DETAILS OF THE APPLICANT</b>	<b>40</b>
	<b>Annexure-10: PROPOSED APPROACH &amp; METHODOLOGY OF AGENCY</b>	<b>41-43</b>
	<b>Annexure-11: FINANCIAL PROPOSAL</b>	<b>44-46</b>
	<b>Annexure-12: Ward Details of Rourkela Municipal Corporation Area</b>	<b>47-52</b>
	<b>Annexure-13: MAP OF ROURKELA MUNICIPAL CORPORATION</b>	<b>53</b>

## 1. SCHEDULE OF BIDDING PROCESS & GENERAL INFORMATION

- a) Rourkela Municipal Corporation invites Zone wise technical and financial proposals from reputed NGOs/CBOs/Agencies/ Joint Ventures for Sanitation Services in the Designated Zones under Rourkela Municipal Corporation in accordance with the scope of work and terms & conditions prescribed in this RFP document. Submission of proposal in response to this RFP shall be deemed to have been done after careful study and examination of this document.

b) Important dates and information

Sl. No	Information	Details
01	Date of Publication of RFP	17.08.2022
02	Last Date of Submission of Pre-bid Queries through E-Mail ID ( <a href="mailto:rourkelamunicipality@gmail.com">rourkelamunicipality@gmail.com</a> )	25.08.2022
03	Pre-Bid Meeting	10.30 AM on 26.08.2022 at Council Hall, RMC
04	Response to Pre-bid Query and issue of corrigendum, if any	29.08.2022
05	Last Date & Time of Receipt of Filled Up Bid Document by 1.00 PM	08.09.2022
06	Date and Time of Opening of Technical Bid	08.09.2022 at 04.00 PM
07	PowerPoint Presentation by Bidders	To be Intimated
08	Date and Time of Opening of Financial Bid	To be intimated
09	Period of Contract	5 Years
10	Cost of Bid Document	Rs. 11,200/- (Rupees Eleven Thousand Two Hundred only) in shape of DD
11	Earnest Money Deposit (EMD) value	Rs.10,00,000/ (Rupees Ten Lakh Only) in shape of DD
12	Performance Bank Guarantee Value	3 % of the Project Cost (Annual)
13	Place of Opening of Bid	Office of Municipal Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela-769012
14	Address at which proposal in response to RFP notice is to be submitted	Commissioner Rourkela Municipal Corporation, Uditnagar, Rourkela-769012. Tel:0661-2500388 Email: <a href="mailto:rourkelamunicipality@gmail.com">rourkelamunicipality@gmail.com</a>

- 1) If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- 2) The Schedule indicated above is tentative and RMC may change any or the entire schedule under intimation to all bidders through the website of RMC only.
- 3) Any Corrigendum / Addendum with regard to this RFP will only be published through the website of RMC, i.e. [www.rmc.nic.in](http://www.rmc.nic.in).

**Sd/-**  
**Commissioner**  
**Rourkela Municipal Corporation**

**c) Zone and Ward Details are as follows.**

Zone Name	Wards (Included)	No. of Wards in the Zone
Zone-1	Ward No- 1, 2, 3, 5, 6, 7, 8, 9 &10	9 Wards
Zone-2	Ward No- 16, 17, 18, 19, 20, 21, 22, 23 & 24	9 Wards
Zone-3	Ward No- 25, 26, 27, 28, 29, 30, 31, 32 & 33	9 Wards
Zone-4	Ward No- 34, 35, 36, 37, 38, 39 & 40	7 Wards

**d) Demographic Profiles of Wards**

Sl. No.	Name of the Ward	Total Household (Census 2011)	Total Projected Household (2022)	Approx. Total Commercial Establishment (Approx.)	Approx. Total Road Length of the Ward in KM (< 15 Mt.)
1	1	1631	2027	50	13
2	2	1340	1666	130	7
3	3	1365	1697	100	14
4	5	1454	1807	120	10
5	6	1628	2024	0	10
6	7	1551	1928	0	12
7	8	1715	2132	0	11
8	9	1483	1843	120	19
9	10	1479	1838	220	14
10	16	2121	2636	350	12
11	17	1867	2321	0	15
12	18	1834	2280	0	11
13	19	1454	1807	40	10
14	20	2088	2595	0	14
15	21	2027	2520	0	14
16	22	1705	2119	0	10
17	23	1576	1959	0	10
18	24	1480	1840	50	15
19	25	1562	1942	350	13
20	26	1429	1776	750	12
21	27	1507	1873	120	12
22	28	1762	2190	140	13
23	29	1363	1694	420	10
24	30	1417	1761	0	11
25	31	1181	1468	50	12
26	32	1366	1698	200	12
27	33	2503	3111	130	12
28	34	1759	2186	300	21
29	35	2033	2527	100	15
30	36	1781	2214	0	12
31	37	1688	2098	100	12
32	38	1810	2250	170	17
33	39	2235	2778	200	10
34	40	2346	2916	200	12

## **2. EXECUTIVE SUMMARY**

As per census 2011, there are 69,609 households in Rourkela Municipal Corporation area having 3.09 lakh populations. Rourkela Municipal Corporation is a fast-growing city in the state and also declared as Smart City by the Government of India under Smart City Mission. The total area of Rourkela Municipal Corporation is 53.29 sq km and has 40 wards. Around 120 TPD of Waste is generated in the year 2015 and about 100 TPD of Waste is being collected. Major portion of the waste are generated from households. Besides households, other major waste contributors are from markets, commercial establishments, offices, street sweeping etc.

For the purpose of this RFP; 34 Number of wards of RMC out of 40 have been made into 4 (Four) zones, which will be taken up components of solid waste management like street sweeping, cleaning and desilting of surface drains, bush uprooting and conservancy cleaning. The objective of this bid document is to invite applications or bids from the interested parties who will carry out the above assignments with

With the introduction of solid waste management by the Housing and Urban Development Department communicated by its SOP vide letter no. 13408, dt-30.07.2019 and letter no 19700 dt 18.12.2020, Rourkela Municipal Corporation has taken up the initiative to setting-up of Wealth Centres, comprising Micro Composting Centres (MCC) and Material Recovery Facilities (MRF) for processing of wet and dry waste respectively. The corporation is endeavouring to adopt the principle of "3R" Reduce, Reuse and Recycle, where waste generated is not treated as waste, but as potential resource generating input that will be further processed at the designated centres.

In RMC area, the Door to Door Collection of Waste is conducting through Battery Operated Vehicles (BOVs) & Light Commercial Vehicles (LCVs) and some other parts through Tri-Cycles. Also, all the Wealth Centres of RMC have been handed over to Women Self-help Groups (WSHG) for the operation and maintenance purpose.

The Micro Composting Centres (MCCs) shall handle the biodegradable wet waste collected which is segregated at the source, where the wet waste shall be composted by using suitable bio catalytic agent. The bio degradable and non-biodegradable dry waste which is non-segregated will be sorted in the Material Recovery Facility. The successful operationalization of MCC and MRF is the ultimate objective of Corporation to achieve a waste free healthy and hygienic City. Ultimately, there shall be no landfill/dump site for dumping of waste under the present scheme of things. Accordingly, the present dumpsite situated near BPUT is being reclaimed through Biomining process.

RMC has set up 08 No. of Wealth Centres (MCC & MRF and all the 40 wards of RMC have been suitably tagged to these Wealth Centres depending on distance and other factors. The MCC is meant for processing of biodegradable waste and similarly, MRF is for processing of dry waste. The detailed list of Wealth Centres is mentioned in the below table. The biodegradable and non-biodegradable wastes other than street sweeping dust and drain desilting wastes shall be taken to these centres for processing.



Sl. No	Location of Wealth Centres	Wards Tagged
1	BPUT-1	11, 12, 16, 17 & 18
2	BPUT-2	4, 13, 14 & 15
3	Ice Factory, Basanti Colony	19, 20, 21, 22, 23 & 24
4	Municipal College, Mahatab Road	25, 26, 27, 28, 29, 30, 31 & 32
5	Tarkera	7, 9 & 10
6	Balughat	1, 2, 3, 5 & 6
7	Bisra Chwok	33, 34, 35, 36, 37, 38, 39 & 40
8	Fertilizer	8

To meet the need of the hour, there must be a phenomenal change in the methodology of Solid waste management as per the Solid Waste Management Rules, 2016 and Hon'ble NGT directives. The methodology should be such that it is innovative, pragmatic, sustainable and feasible to meet the expected result and make a visible difference in the field as per the CPHEEO manual.

### 3. SCOPE OF WORK AND TERMS & CONDITIONS

There are 4 (Four) major identifiable components in the 'Scope of Work':

- Road/ street sweeping and transportation of waste to disposal sites / segregated MSW to transportation to wealth centres.
- Drain cleaning & de silting and transportation of waste to disposal sites.
- Bush uprooting/ Bush Cutting and transportation of green waste to identified sites.
- Conservancy cleaning and transportation of waste to disposal sites.

Street/road sweeping, Conservancy Cleaning, Drain cleaning & De-silting and Bush Uprooting/ Bush Cutting in respective Zone and the waste generated from the said activities are to be transported in segregated form to the nearest wealth Centres directly and inert to designated area for disposal, which is to be identified by RMC. Where Mechanical Sweeper is engaged by RMC mostly in 4 Lane Roads; sweeping of pathways, berm, drain side and house front, shop front etc. to be done by the agency. All drain cleaning & de silting is included in the scope of agency. Any other solid waste management activities specified by RMC from time to time within the 'Scope of Work' shall form part of project scope. The Operator shall execute project based on the scope of work as per the SWM Rules 2016, PWM Rules 2016, SWM Manual of CPHEEO 2016 and any other guidelines issued by the Govt. of India and Govt. Of Odisha from time to time or as per the instructions of RMC from time to time in close coordination with RMC. The scope of the project includes the following:

#### 3.1 Detailed Scope of Work

##### 3.1.1 Street Sweeping

- The operator shall be responsible for sweeping of all the roads, lanes and bi-lanes within the Ward/project area (excluding roads where Mechanical Sweeping is engaged, sweeping of pathways, berm, drain side and house front, shop front etc. to be done by the agency). The actual road length shall be finalized by undertaking Joint Survey with RMC Officials & Operator Officials after entering into the Contract. The operator shall prepare detailed sweeping plan along with road network within one (1) month from date award of contract, the same shall be approved by the RMC.



- b. The ward wise road length mentioned in the RFP is only an indicative assessment, the operator shall quote fee on own assessment of the exact road length. No expenses shall be claimed by the operator for assessment of the road length.
- c. No extra payment will be made to the agency, after selection, if the road length in the project area is found more than the length indicated.
- d. The operator shall be responsible for sweeping and collection of waste from all the roads from wall to wall in the wards twice (2) a day in commercial areas (once in morning before opening of shops and once in the evening before closing of shop) and once in a day the residential areas or as per the instructions of RMC.
- e. The operator shall ensure that waste collected will not be further dumped at storage points (temporarily storage transfer points are not allowed) at any point of time, waste shall be transported to the wealth centres or designated disposal areas for disposal in segregated form as per the instructions of RMC.
- a. The operator is responsible for providing of vehicles for transportation of waste generated from the said activity to the designated disposal location. RMC will intimate the locations for disposal from time to time.
- f. Waste shall be transported in segregated form. MSW, inert material and bush/green waste are not allowed to be transported in mixed form. They should be transported separately.

### **3.1.2 Drain Cleaning & Drain de-silting**

- a. The operator shall ensure cleaning (removal of floating matter etc.,) of all the drains of the zone on daily basis and free flow of water in the drains shall be ensured by the operator at all times by removing silt, muck debris etc from drains.
- b. The operator shall ensure de-silting of all drains quarterly once or as per the instructions of RMC. The length of the drain is to be accessed by Bidder before submission of Bid.
- c. The operator shall prepare detailed drain cleaning & drain de-silting plan within one (1) month from date award of contract, the same shall be approved by the RMC.
- d. No expenses shall be claimed by the operator for assessment of the drain length. The actual Drain length shall be finalized by undertaking Joint Survey with RMC Officials & Operator Officials after entering into the Contract.
- e. The operator shall lift the silt from the drains (Nala, Nalee), and near manhole chamber underground drainage system. Silt to be removed from main roads of the wards within 4 hours and in other street roads within 24 hours or as instructed by RMC.
- f. The operator shall be responsible for Collection of silt by de-silting of drains and transportation to the designated disposal location as per the instructions of RMC. RMC will intimate the locations for disposal from time to time.

### **3.1.3 Bush Uprooting/ Bush Cutting**

- a. Bush uprooting within the project area, once in fortnight or as per the instructions of RMC. In emergency time such as rain, heavy wind, cyclone etc., the operator shall clear all roads by cutting all uproot tree and transport it to designated site identified by RMC.

- b. Bush cutting within the project area, daily once or as per the instructions of RMC. The operator shall transport bush cutting waste to designated site identified by RMC.
- c. The operator shall prepare detailed Bush cutting & uprooting plan within one (1) month from date award of contract, the same shall be approved by the RMC.
- d. The operator responsible for collection & transportation of green waste, root and stem to the designated disposal location as per the instructions of RMC. RMC will intimate the locations for disposal from time to time.

### **3.1.4 Conservancy Cleaning**

- a. The operator shall be responsible for conservancy cleaning in all the areas identified by the RMC in the project area fortnightly. The waste generator shall be transported to designated disposal location as per the instructions of RMC. RMC will intimate the locations for disposal from time to time.
- b. The operator shall prepare detailed conservancy cleaning plan within one (1) month from date award of contract, the same shall be approved by the RMC.

## **3.2 Common Scope**

- a. The operator shall provide working condition vehicles. All the vehicles used for transportation of waste like BOV, Tractor, Auto-tipper etc. shall be new or not less than 3 years old vehicles at the time of commencement of operations/services to carryout hassle-free operations. The operator shall obtain the approval from RMC for the list vehicles deployed for the performance of the project activities before commencement of operations. For replacement of vehicles from the approved list of deployment, the operator shall obtain approval from RMC for replacement of vehicles on any account.
- b. In case of breakdown of vehicle, operator has to make the alternate arrangement for the transportation of waste to designated site without failure.
- c. Vehicles shall be provided with first aid box. Logos, slogan, contact details and tare weight shall be written on the vehicles as approved by the RMC. For procurement and deployment of vehicles/ assets/ resources etc., the operator shall adhere to all the applicable laws/norms.
- d. The operator shall generate a unique code for each vehicle deployed for the performance of the project activities in consultation with RMC.
- e. Vehicle Tracking Management System (VTMS) (GPS System) or any other system required by RMC shall be installed in each vehicle deployed under these project activities and operator shall maintain Systems in working conditions and these systems shall be integrated with Control Room of RMC. These systems should be compatible with the requirement of the RMCC. The operator shall coordinate with RMC for integration of VTMS.
- f. The operator shall deploy manpower/human resources for successful operation of the Project. All the deployed manpower during the operation phase shall be in uniform/dress code (approved by RMC) with duly attested ID cards of the operator and also geared up with all necessary PPEs as per applicable rules/regulations/guidelines.
- g. The manpower deployed shall be paid as per minimum wages modified by Govt of Odisha from time to time.
- h. EPF & ESI of manpower deployed shall be paid borne by the Agency.
- i. The operator is responsible for deployment of biometric attendance system and shall ensure marking of daily biometric attendance of staff

deployed. The biometric attendance facility/equipment shall keep at strategic locations mutual agreed by operator & RMC. For staffs who have missing fingerprints, alternate full proof system shall be deployed with approval of RMC. Only records received from bio-metric attendance shall be treated as valid records for staff reporting. The Operator is responsible for proper functioning of the Biometric Attendance all the time

- j. The operator shall ensure that the vehicles and manpower are not engaged in performing any private work during the designated working hours of the project activities.
- k. The operator shall be responsible for all cost of fuel, electricity charging, vehicle regular maintenance & repairs, insurance, RTO registration & renewals, salaries of deployed manpower required for operating and managing the Project.
- l. The operator shall submit the deployment plan (vehicles & Manpower) and mobilization schedule within 30 days from signing of contract and the same shall be approved by RMC. The operator shall deploy additional vehicles & manpower to improve the performance of the project activities as per the instructions of RMC, no additional payment will be allowed.
- m. The operator shall be responsible for grievances redressal of public and the system to be developed by the operator in consultation with RMC, which shall be operational for 24x7x365 days a year in their office. Required manpower and other resources shall be provided by the operator.
- n. The operator shall provide the services of project activities for 7 days a week and 365 days a year irrespective of any National Holidays, Festivals, local holiday or strikes/ band etc.,
- o. The operator is responsible to engage vehicle & manpower for timely performance of the project activities. If any are activities not performed continuously for 7 days, then RMC has the right to seize the performance security and RMC has right to terminate the agreement without any notice.
- p. The operator shall make effort for bin free city. All containers and bins in the project area shall be removed gradually in phased manner which is synchronised to door-to-door collection of MSW by RMC.
- q. The Operator shall perform project activities as per the service delivery schedule.
- r. The operator shall prepare monthly work done as per the reporting formats in consultation with RMC and shall be approved by RMC.
- s. The operator shall be responsible for arranging all the tools and equipment's such as Jhadu, Sura, Belcha, Spade, Angle Canta, Crow Bar, Knife, Axe and spray machine required for performing project activities to the satisfaction of RMC.
- t. The operator shall be responsible for daily spray of disinfectant chemical (like Bleaching Powder) where required after lifting the waste. Usage of Disinfectant chemical shall be finalized in-consultation with RMC. If any license/approval is required for purchase & storage of disinfectant chemical from the competent authority, operator shall ensure it and RMC will only facilitate for the same. The operator shall bear the cost of disinfectants chemicals including any incidental charges.
- u. The operator may use mechanical means in all the activities in place of manual means within the contract value without financial burden to RMC.
- v. The operator shall be responsible for setting up of workshop and parking areas. The documentation in this regard in form of rent/lease agreement

shall be provided by the operator to RMC. RMC will not be responsible for providing of land for this purpose.

- w. The operator shall ensure that all services shall conform to the provisions of Waste Management Rules 2016 (Solid Waste Management, Plastic waste Management etc.,) CPHEEO manual 2016 wherever applicable and any amendment thereto in future and as per the applicable rules/laws.
- x. The operator shall indemnify RMC for any road accidents, loss or damage, theft, physical injury to any manpower, vehicles, equipment's etc by suitable insurance policy. A copy of the said policy should be given to RMC one month valid for the entire project area and project duration.

### **3.3 Service Delivery Schedule**

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

Sl. No	Activities	Time Schedule
1	Road Sweeping & Collection and Transportation waste (Daily)	5.00 AM to 10.00 AM & 3.00 PM to 6 PM In commercial areas once (1) in a day and once (1) in night
2	Drain Cleaning, Bush Uprooting & Collection and Transportation of waste (fortnightly)	8.00 AM to 4.00 PM
3	Drain De- silting (Quarterly)	8.00 AM to 4.00 PM

The Operator shall ensure the presence of his personnel every day at specified time and perform the activities as per the service delivery schedule. However, the timing could be modified with prior approval of RMC. The Operator shall ensure operations on all seven days of the week without failure.

### **3.4 Activities shall not form as part of the scope of work of the Operator in this RFP**

- a. Residential/commercial areas door to door collection & transportation of segregated waste, collection & transportation waste from dustbins, and collection and transportation of Construction and Demolition Waste, Medical Waste and Hazardous Waste.
- b. The shopkeepers in the market areas shall be responsible for maintaining litter free up to 5 meters distance from their shop and the shopkeepers shall have adequate bin capacity for storage of segregated waste. The waste from the bins shall be collected by assigned operators of RMC.
- c. Door to door collection of waste shall be responsible RMC.

### **3.5 Payment Terms**

- a. RMC will pay the fees to the operator on the basis of monthly lump sum quoted rate. The contract price shall be adjusted for increase or decrease of in rates of labour, materials, fuel and lubricants in accordance with the following principle and procedure as per formula given below for the value of work done during the month (R).

1. On account of labour component (70%):  

$$VL = 0.85 \times PL / 100 \times R \times (L1 - L0) / L0$$

VL= Increase or decrease in the cost of work during the month under consideration due to changes in rates for local labour.  
 L0 = The minimum wages for unskilled labour as Notified by Government of Odisha as prevailed on the last stipulated date of receipt of tender including extension, if any.  
 L1 = The minimum wages for unskilled labour as notified by Government of Odisha as prevailed on the last date of the Month previous to the one under consideration.  
 PL = Percentage of labour component of the work = 70%
  2. On account of Fuel & lubricant component (20%):  

$$VF = 0.85 \times Pf / 100 \times R \times (F1 - F0) / F0$$

VF= Increase or decrease in the cost of work during the first month of next year (the contract day of next year) under consideration due to changes in rates of fuels & lubricant  
 F0 = The official retail price of HSD at the existing consumers pumps of IOC/ BPCL / HPCL at the nearest centre on the 1<sup>st</sup> Day of Next year (the contract day of next year)  
 F1= The official retail price of HSD at the existing consumers pumps of IOC/ BPCL / HPCL at the nearest centre for the 15th days of the month under consideration.  
 PF= Percentage of fuel and lubricants component of the work = 20%
  3. On account of Plant and machinery spares component (10%):  

$$Vp = 0.85 \times Pp / 100 \times R \times (P1 - P0) / P0$$

Vp= Increase or decrease in the cost of work during the month under consideration due to changes in rates of plant & machinery spares.  
 P0 = The all India wholesale price index for manufacture of machinery of mining, quarrying and construction on 28 days preceding the date of opening of BIDs as published by the Ministry of Commerce and Industry, Government of India, New Delhi  
 P1 = The all India wholesale price index for manufacture of machinery for mining quarrying and construction for the month under consideration as published by the Ministry of Commerce and Industry Government of India, New Delhi.  
 PP= Percentage of plant & machinery spares component of the work = 10%
- b. The fees are linked to the service delivery performance/work done and key performance indicators as mentioned in this document. Swacch Sathi of concerned ward will monitor & certify the performance/ work done the agency and the same will be certifying by the Sanitation Supervisors and Sanitary Inspectors. The same to be verified by Health Officer of RMC.
  - c. Operator shall produce invoice to Dy.Commissioner, Sanitation/ Officer-in-charge, RMC in first week of each month of the preceding month and RMC will make the payment within 15 (Fifteen) days to the operator.
  - d. If due to any reason, RMC fails to make monthly payment within 15 days from the date of submission of monthly bills to the operator; in such case RMC may release at least 75% of the billed value so as to enable the operator for smooth operation. However, interim payment approval in such case to be obtained from the competent authority.
  - e. The monthly bill shall accompany the monthly progress report/MIS report for review of Dy.Commissioner, Sanitation/ Health Officer/ Officer-in-charge of RMC. Monthly bill shall be check for correctness with respect to

submitted monthly work done/MIS report before recommendation for payment.

- f. In case of natural calamities and emergency, payment for the additional activities which are not covered under this project shall be finalised mutually by RMC and the Operator, the agreed fee/price will be paid in addition to the fees.

### 3.6 Service delivery performance

Sl. No	Minimum Target	Time Period
1	Operator shall ensure that 100% street/road sweeping, and waste generated shall be transported in segregated form directly to the designated disposal sites	With effect from COD
2	Operator shall ensure that 100% drain cleaning and desilting and waste generated shall be transported in segregated form directly to designated disposal sites	With effect from COD
3	Operator shall ensure that 100% conservancy cleaning and waste generated shall be transported in segregated form directly to designated disposal sites	With effect from COD
4	Operator shall ensure that 100% bush uprooting and waste generated shall be transported in segregated form directly to designated disposal sites	With effect from COD
5	Operator shall ensure 100% grievance redressal and documentation of re-dressal shall be submitted monthly to RMC	With effect from COD

#### 3.6.1 Penal Provision

SL No.	Deviation/default in Work	Timeline/Tolerance level	Penal Provision
1	Silt deposition more than 150 mm thickness in drain or non clearance of vegetation inside the drain	No Tolerance	Rs. 2000/-per deviation Per Location above 50mtrs at a stretch
2	Delay in lifting and transportation of de-silted material from main roads beyond 6 hrs	6 Hrs	Rs. 2000/-per day per route
3	Delay in lifting and transportation of de-silted material in other roads beyond 24 hrs	24 Hrs	Rs. 2000/-per day per route
4	Sand deposition / siltation on public road	No Tolerance	Rs. 1000/-per day Per location/ ward
5	Not wearing PPE like gloves, boots, mask, eyewear, reflective jacket during de-siltation of drains	No Tolerance	Rs. 500/- per person per day

6	Absence/Negligence/delay in Sweeping or failure to achieve the Target Street Level Sweeping	12 Hrs	Rs. 2000/-per location per day
7	No twice a day sweeping/night sweeping at market/commercial areas	No Tolerance	Rs.2000/-per day per location/ ward
8	Delay/negligence in bush uprooting/cutting/de-weeding or uprooted material not lifted and transported	24 Hrs delay	Rs. 1000/-per location per day
9	Delay in lifting of garbage and transportation	12 Hrs	Rs. 2000/-per location per day
10	Putting collected waste inside the compactor metal bins instead of transporting the waste by the manpower/vehicles of service providers	No Tolerance	Rs.2000/- Per incident per day
11	Non cleaning of platforms of compactor metal bins	No Tolerance	Rs. 500/- per metal bin per day
12	Dumping garbage at places other than or outside the designated site or not at the site identified by the Authority	Per incident	Rs.5,000/- per day
13	Non functioning or non installation of GPS in vehicle engaged for sanitation	No Tolerance	Rs.500/-per day Per vehicle
14	Delay/ negligence in lifting/Non-lifting of carcass	12 Hrs	Rs.2000/-per carcass
15	Delay/negligence in door to door waste collection of segregated waste from narrow/inaccessible lanes, as and when directed by Rourkela Municipal Corporation	6 Hrs	Rs.2000/- per day/lane or street
17	Trailer of any garbage transportation vehicle found not covered with tarpaulin cover while transporting of garbage	No Tolerance	Rs. 1000/- per day per vehicle
18	Delay in grievance redressal	24 Hrs	Rs. 2000/- per incident
19	Indiscipline, Inappropriate and Misbehaviour to citizens/RMC officials or demand money to citizen by the manpower engaged for sanitation services	No Tolerance	Rs.5,000/- Per incident
20	Maintenance of complaint register for grievance redressal and compliance	No Tolerance	Rs.1000/- per incident/ward
21	No immediate action by the service provider at the time of emergency or as and when instructed by the Authority.	No Tolerance	Rs.5000/- per day Per incident
22	No response of representative of the service provider to RMC officials	08 Hrs	Rs.2000/- per day Per incident
23	Prohibition of open burning of Municipal Solid Waste, or each such incident or default, violators shall be liable to pay environmental compensation	No Tolerance	In case of simple burning Rs.2000/- each incident
		No Tolerance	In case of bulk waste burning Rs.5000/- each incident
24	Non-serving of area (Market/Commercial Area in Ward)	No Tolerance	Rs. 5000/- per day for each area not serviced (Per incident)
25	Transportation of Hazardous waste/e-waste with the general waste (without segregation)	No Tolerance	Rs. 2000/- per day for each area not serviced (Per incident)



### **3.7 Other Conditions**

- a. The bidder shall submit an action plan on how the MSW is collected and transported locally, the routing of pushcarts, tricycles, BOVs and auto tippers, and shall give proper direction regarding the same to engage workers and drivers to RMC.
- b. The service provider shall obtain all necessary and obligatory licenses from the concerned authorities and abide by it like labour license (more than engaging of 100 labours), EPF, ESI, GST etc. The intending contractor is responsible for maintaining the labour force, as per the applicable law of the land.
- c. It is the responsibility of NGO/CBO/Agency to pay all kinds of taxes as per government rules on top priority.
- d. The successful bidder shall engage labours above 18 yrs. of age. (Engagement of child labour in any stage will be liable for outright termination of the contract).
- e. The NGO/CBO/Agency shall responsible for procuring all the logistics i.e the required number of tools, equipments and the same should be managed by the NGO/CBO/Agency for local transportation etc. The operation, maintenance and repairment of these tools and vehicles including POL will be responsibility of the NGO/CBO/Agency at their own cost. Maintenance of these tools, equipments and vehicles will be the responsibility of the NGO/CBO/Agency.
- f. The NGO/CBO/Agency shall provide dedicated manpower and the work force should be acceptable by RMC. In case of contingency the bidder should have reserve manpower to deploy as per the requirement. The manpower engagement shall be as per the CPHEEO manual and the bidder should assess the same accordingly.
- g. The NGO/CBO/Agency shall make all efforts to motivate the workers in the use of all safety equipments and protective gears compulsorily and shall have awareness programme periodically.
- h. The successful bidder shall engage requisite number of supervisors and provide them with mobile phones so that they can be contacted. Their mobile number shall be made available to the RMC field staff and public.
- i. Prompt attention to complaints, grievances and emergency situation including festival seasons.
- j. There should be coordinate efforts to create public awareness.
- k. The NGO/CBO/Agency shall establish an office in their assigned Zone where they operate and the communication facilities shall be made available to the RMC Staff.
- l. Report of non-compliance of MSW management practices by waste generators to the RMC.
- m. Maintain a complaint register for registering the grievances of the waste generators and other stakeholders. The detail mechanism will be developed by RMC in consultation with selected bidders.
- n. Concerned Sanitary Inspectors/Supervisors of the Ward or other Appropriate Authority from RMC will be responsible for monitoring and supervision of SWM as set out in the schedule. Non-compliance of Service delivery shall be liable for the penalty as per the penalty clause. The same will be deducted from the monthly payment of the agency or from the security deposit.
- o. The NGO/CBO/Agency shall provide Photo identity cards for all his engaged manpower indicating the name, address, age, ward number etc. to be authenticated by the agency.

- p. At the time of signing of the contract, the Selected bidder must submit Performance Security in the form of Performance Bank Guarantee @ 3% of the Annual Project Cost from any Nationalized / Scheduled Bank with a validity of six months beyond the contract period. The branch of the bank should be at Rourkela City.
- q. **A Bidder will allow to submit the proposal for 02 (Two) Zones only out of total 4 Zones.**
- r. Zones are as follows.

Zone Name	Wards (Included)	No. of Wards in the Zone
Zone-1	Ward No- 1, 2, 3, 5, 6, 7, 8, 9 &10	9 Wards
Zone-2	Ward No- 16, 17, 18, 19, 20, 21, 22, 23 & 24	9 Wards
Zone-3	Ward No- 25, 26, 27, 28, 29, 30, 31, 32 & 33	9 Wards
Zone-4	Ward No- 34, 35, 36, 37, 38, 39 & 40	7 Wards

- s. The agency must ensured daily attendance of it's manpower engaged for this project through Bio-metric attendance system and/ or by android based application.

### **3.8 Health & Safety Equipments**

- a. The NGO/CBO/Agency shall make an arrangement to clean all the tools, equipments and vehicles once in two days to avoid communicable diseases to workers.
- b. Shall make arrangement for health check-up of all workers once in three months.

## **4. SPECIAL CONDITION OF CONTRACT**

### **4.1 Workers**

The Successful bidder shall, unless otherwise provided in the contract, make his own arrangements for the engagement of all workers and supervisors, and for their payment. The Successful bidder shall, if required by the RMC, deliver to the RMC a return in detail, in such form and at such intervals as the RMC may prescribe, showing the number of the several classes of workers, with their details from time to time employed by the successful bidder for the said work and such other information as the RMC may require.

### **4.2 Compliance with labour regulations**

During continuation of the contract, the contractor and his sub-contractors shall abide at all times by all existing labour enactments a rules made hereunder, regulations, notifications and bye laws of the State and Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.

### **4.3 Compliance with MSW Rules**

The NGO/CBO/Agency shall take all reasonable steps to comply the MSW rules (Management and Handling) 2016 during the execution of the contract.

#### **4.4 Protection of Environment**

The NGO/CBO/Agency shall take all reasonable steps to protect the environment on and off the field and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4.5 The NGO/CBO/Agency will keep close liaison with RMC, of the city for proper functioning of the garbage disposal in a hygienic manner.

#### **5. RFP PROCESS**

- a. The Commissioner of RMC is the Letter of Acceptance/ Work Order issuing authority as relates to this RFP and the agreement will be signed between RMC and concerned NGO/CBO/Agency.
- b. This RFP is illustrative in nature and all narrations are intended to be used by the applicant as a preliminary background explanation. This RFP does not necessarily contain all relevant information and the RMC reserves the right to amend its requirements or the information contained in this document at any time during the RFP process by issuing an addendum. The addendum shall be part of the original RFP and shall be uploaded in the RMC Website.
- c. The RMC offer no warranties in regard to the information contained in this RFP and shall not be liable for any loss or damage relates to this RFP for any applicant, potential applicant or any other third party arising as a result of reliance on this RFP's information or any subsequent communication.
- d. If the RMC decides to select an applicant for the services, at that time a detailed LOA will be issued to the applicant selected. This LOA will not be made available until the selection of a successful applicant.
- e. Neither the RFP document nor any other related document shall constitute a contract or agreement with RMC.
- f. The RMC reserves the right to disqualify any applicant who provides information which later proves to be incorrect, or which does not supply the information required by this RFP.
- g. The RMC will not be liable for any costs of any applicant participating in this RFP.

#### **6. INSTRUCTION TO BIDDERS**

##### **6.1 General Requirements**

- a. The response to RFP is required to address all technical requirements contained within this RFP for the particular Zone.
- b. Only proposals submitted strictly in accordance with the RFP Documents or as may be required by the RMC will be considered as valid proposals by the Authority.

- c. The Technical Proposal should be submitted along with a refundable Earnest Money Deposit (EMD) of Rs.10,00,000/- (Rupees Ten Lakhs Only) in form of Demand Draft (DD) drawn in favour of "Commissioner, Rourkela Municipal Corporation, Rourkela" payable at Rourkela.
- d. The Technical and Financial Proposals to be submitted by the Bidders should be firm and valid for a period of 120 days from the last date of submission of the proposal.
- e. Bidders may request clarifications on the RFP document as per schedule. Any request for clarification must be sent in writing, or by E-mail.
- f. The RFP is not an empanelment order. A separate empanelment order will be made available after selection.
- g. All information supplied by the RMC in connection with this RFP shall be treated as confidential.

## 6.2 Submission of RFP

- a. Potential applicant must submit the complete proposal for the particular Zone. If the Bidder will participate for multiple Zones then the bidder must submit proposals separately.
- b. Applicant will submit their proposal in two parts separately in sealed double cover i.e **Technical Proposal & Financial Proposal** mentioning the **Zone Number**. Only Original form of proposals signed by the authorized signatory in ink is required by the RMC. No typed or pencil signatures will be accepted. Also the authorized person of the bidders shall initial all pages of the Technical and Financial Proposals.
- c. Applicants are required to submit printed original hard copy of the proposal document.
- d. The proposal must be submitted without any over writing, corrections, double typing, etc.
- e. **Technical Proposal** shall be placed in a separate sealed envelopes clearly marked as, "**Technical Proposal for Sanitation Services of the designated Zone under Rourkela Municipal Corporation (RMC) for Zone No.\_\_\_\_\_**".
- f. Similarly, **Financial Proposal** shall be placed in a separate sealed envelopes clearly marked as, "**Financial Proposal for Sanitation Services of the designated Zone under Rourkela Municipal Corporation (RMC) for Zone No.\_\_\_\_\_**".
- g. The two envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall be clearly marked as, "**Proposal for Sanitation Services of the designated Zone under Rourkela Municipal Corporation (RMC) for Zone No.\_\_\_\_\_**".
- h. Technical proposal should include the Operational, Managerial, Equipment, Vehicle, Staff and Labour Management proposition.
- i. The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of Bid. Submission letters for Technical qualification, Technical and Financial proposals should respectively be in the prescribed formats attached as **Annexures**.

- j. The sealed envelope containing the proposal must be received in the Office of the **Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela-769012** on or before \_\_\_\_\_ up to 5.00 PM by Registered / Speed post/ Courier only. Envelops/ documents received after the stated time & date and other means of receive will be rejected out rightly.

### **6.3 Minimum Eligibility Criteria**

To participate in the bidding process, the applicant shall meet the minimum technical and financial criteria.

#### **6.3.1 Technical Criteria**

##### **A. Local Conditions for the NGO/CBO/Agency**

- a. It is extremely important for an Agency/NGO/CBO/Consortium to fully inform itself on all local conditions and factors which may have any effect on discharge of the agency's responsibilities as described in Scope of Work.
- b. The NGO/CBO/Agency/Consortium are advised to visit and examine the city (Zone to Quote) and its surroundings and obtain for themselves on their own cost and responsibility all information that may be necessary for preparing the RFP and later, if selected, for discharging the responsibilities of the agency.
- c. The Rourkela Municipal Corporation shall not entertain any request for clarification from a (prospective/ intending) RFP, regarding local conditions.
- d. It is the responsibility of the bidder that city conditions and other such factors have properly been investigated and considered while submitting the bid proposals.
- e. The bidders must note that no claim whatsoever shall be entertained by the RMC nor any financial adjustments arising there from shall be permitted on account of failure of a bidder to appraise itself of local conditions.
- f. The NGO/CBO/Agency/ Consortium will make all arrangements for smooth effective management of as per need & urgency for better handle the situation in politely without any damage/ gross loss of the organization or of the implementing agency or of the RMC.

##### **B. General Criteria for the NGO/CBO/Agency**

- a. A Bidder may either be Bidding Company or a Consortium with maximum two Members. A Bidding Company means a Single Legal Entity submitting a Bid pursuant to the RFP. Consortium means a consortium of entities with a lead member and members submitting a Bid collectively pursuant to the RFP.
- b. Should have at least 3 years experience in any Urban Local Body (ULB) having more than 01 (One) Lakh population only as per 2011 Census in similar activities since Financial Year 2014-15.
- c. Should be registered under the Indian Company Act/ Indian Societies Act/ Indian Trust Act/ Indian Religious and Charitable Trusts Act/ or the relevant state Acts.

- d. Should have valid registrations such as Permanent Account Number (PAN) of the Income Tax Dept., Valid GST Registration Number, Registration Number of the Agency/Firm, EPF, ESI and Labour Contract License.

### **C. Essential Criteria for the NGO/CBO/Agency**

- a. An NGO/CBO/Agency must not have been blacklisted or placed under funding restriction by any Ministry or Department of the Government of India or CAPART or by a State Government (or its agency).
- b. The NGO/CBO/Agency must not have any govt affiliation in any form: Neither the Head of the NGO/CBO/Agency, nor any employee of the Agency, should be either a Govt./ Semi Govt. employee or the employees of any Govt. Undertaking in any (casually/ Contractually directly or indirectly) form.
- c. The NGO/CBO/Agency must submit only the audited financial statements/ reports as the evidence of turnover. Please note that this proof of turnover must be part of the technical proposal and not the financial proposal.

#### **6.3.2. Financial Criteria:**

Minimum annual average turnover of the Applicant shall be **INR 01 (One) Crore** or more during the last 3 financial years i.e 2018-19, 2019-20 & 2020-21 from similar nature of job from Urban Local Bodies (ULB). The bidders need to provide audited statements to support of their claim.

#### **Note:**

- a. Bidder must submit a Proof of registration of the legal entity.
- b. Audited Balance Sheet of the last three financial years must be submitted in support, without which the bid may not be considered. The calculation sheet for average annual turnover (Refer Clause 6.3.2) shall be certified by a Chartered Accountant.
- c. Bidders must submit the copy of work orders and its completion certificates of assignments issued by the clients in similar activities along with Annexure-8 for each assignment. The experience will be counted for more than 01 (One) Lakh population of ULBs only as per 2011 Census.

### **6.4 Preparation of RFP Document**

#### **6.4.1 Technical Bid**

- a. The Technical proposal will have the detailed Design and Implementation Strategy for the Sanitation Service as mentioned in the Scope of Work of RFP for the applied Zone.
- b. The Approach and Methodology for the Design and Implementation Strategy should be detailed which will showcase the understanding of the applicant on the requirements of the concept.
- c. The applicant is also expected to showcase their past experience in related field and due weightage will be given.

- d. Preference will be given for prior work experience in Municipal Solid Waste Management activity in any ULB.
- e. The detailed proposal must be only for the applied Zone of the Bidder.
- f. The technical bid must be submitted along with the **Annexure- (1 to 10)** attached with this RFP.

#### 6.4.2. Financial Bid

- a. The bidder will have to submit the Monthly rate for the particular Zone as per attached Annexure (11-A & 11-B). The quoted Price must including of all Taxes, Duties, etc.
- b. Justification of financial Bid will be warranted if found to be exorbitantly high or low, failing which the Bid shall be rejected.
- c. RMC shall take into account all Taxes, Duties & Levies for the purpose of evaluation.

### 7. EVALUATION OF PROPOSAL

- a. To meet the requirement, as spelt out in the RFP, the selected Applicant must have the required eligibility in providing services in the relevant field specified for the entire period of contract.
- b. The selection of Agency would be based on the Quality-cum-Cost Based Selection (QCBS) procedure.
- c. Evaluation criteria proposed to be adopted will be based on the Quality and superiority of the Technical Bid of the Applicant. The evaluation would be consist of following phases  
Phase I: Evaluation of Technical Bid with 60% weightage  
Phase II: Evaluation of Financial Bid with 40% weightage

#### **Phase I: Evaluation of Technical Bid**

**Part 1:** In this part, the Technical bid will be reviewed for compliance of the bids with necessary technical requirements and Scope of Work of this Request for proposal (RFP).

**Part 2:** In this part, the Technical bid will be analyzed and evaluated based on specific skills of the applicant in SWM, adequacy of the proposed approach and methodology and understanding the requirements of the concept and prior credentials of the Applicant as per the following matrix:

Sl. No	Criteria	Marks
<b><i>Documentary Evidence</i></b>		
1	Years of Experience in Municipal Solid Waste Management in any local body with more than 01 (one) Lakh population from financial year 2014-15 (20 Marks for 3 Years of Experience- 4 Marks for each additional year) <b><i>Maximum Total 40 Marks</i></b>	40
2	Average Turnover per Annum as per Clause 6.3.2 in Rs. (15 Marks for 1 Crore to 2 Crore, 20 Marks for 2 Crore to 3 Crore, 30 Marks for 3 Crore and above) <b><i>Maximum Total 30 Marks</i></b>	30
<b><i>Power Point Presentation</i></b>		
3	Presentation for Technical Approach and Methodology (Understanding of the Project as per Scope of Work-10 Marks, Approach & Methodolgy-10 Marks and Practices related to environment, health and safety measures, Equipment details & specification, Manpower deployment details, Grievance Redressal Mechanism and IEC activity-10 Marks) <b><i>Maximum 30 Marks</i></b>	30
<b>Total</b>		<b>100</b>



Only those Applicants whose Technical Proposals get a score of 70 marks or more shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (TS).

### **Phase II: Evaluation of Financial Bid:**

Rate Quoted by NGO/CBO/Agency is F. Minimum rate quoted by any agency for that particular Zone is FM and will be given a financial score of 100 points. Financial Score (FS) is calculated

$FS = 100 \times FM / F$ , in which "FS" is the financial score, "FM" is the lowest price, and "F" the price of the Proposal under consideration.

(F = Rate Quoted by NGO/CBO/Agency)

### **Phase III: Combined and final evaluation**

Zone wise Proposals will finally be ranked according to their combined technical (TS) and financial scores (FS) as follows

$$S = TS \times TW + FS \times FW$$

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.60 and 0.40 respectively.

## **8. RIGHT TO VARY SCOPE OF WORK AT THE TIME OF AWARD**

The RMC may at any time, by a written order given to Applicant, make changes within the general scope of work. If any such change causes an increase or decrease in the cost of, or the time required for, the Applicant's performance of any part of the work, whether changed by the order, an equitable adjustment shall be made in the agreed terms and conditions, or both, and the Letter of Acceptance (LOA) & Agreement shall accordingly be amended. Any claims by the applicant for adjustment under this Clause must be asserted within 7 (Seven) days from the date of the Applicant's receipt of the RMC's changed order.

## **9. PERIOD OF SERVICE**

The contract period with the selected bidder shall be valid for a period of 05 (Five) years from the date of execution of the contract agreement.

## **10. SIGNING OF AGREEMENT**

The selected bidder will have to sign a contract agreement in non-judicial stamp paper of adequate denomination with RMC within 7 days from Issuance of LOA.

## **11. DEFAULT OF SERVICE**

Deviation and/ or Refusal and / or non-performance towards in any of the obligations described in the Scope of Work would be treated as default of service of the selected agency. Upon default of service, the RMC would reserve the right to forfeit the performance security and the payment outstanding for the said job. In addition, the RMC would also have the right

to terminate the agreement with the selected agency any time by giving one month notice.

## **12. NUMBER OF PROPOSALS**

A Bidder is eligible to submit the proposal for only for Two Zones out of 4 Zones. A Bidder applying individually or as a Member of a Consortium shall not be entitled to submit another Bid either individually or as a Member of any Consortium, as the case may be.

## **13. RFP DOCUMENT FEE**

Non-refundable RFP Document (downloaded from [www.rmc.nic.in](http://www.rmc.nic.in)) cost in shape of Demand Draft (DD) from any Nationalized/ Scheduled bank in favour of Commissioner, Rourkela Municipal Corporation, Rourkela payable at Rourkela for Rs. 11,200/- (Rupees Eleven Thousand Two Hundred only) including of GST is to be furnished by the bidder along with the technical bid. Bid without the requisite RFP Document cost shall be treated as non-responsive and rejected.

## **14. EARNEST MONEY DEPOSIT (EMD)**

EMD in shape of Demand Draft (DD) from any Nationalized/ Scheduled bank in favour of Commissioner, Rourkela Municipal Corporation, Rourkela payable at Rourkela of Rs.10,00,000/ (Rupees Ten Lakh Only) is to be furnished by the bidder along with the Technical Bid. Bid without the requisite EMD shall be treated as non-responsive and rejected. No exemption from submission of EMD is allowed. No adjustment of EMD with respect to other works previously lying in RMC, Rourkela is allowed. Unsuccessful bidder's EMD will be discharged/ returned within 60 days from the date of execution of the agreement between RMC and the selected agency. No interest will be paid on EMD. EMD of the successful bidder shall be returned after receipt of Performance Bank Guarantee.

The EMD may be forfeited in following conditions

- a. If a Bidder withdraws it's Bid during the period of validity of the Bid.
- b. In case a successful bidder, if the bidder fails to execute the work assigned.

## **15. VALIDITY OF BID**

Proposal shall remain valid for 120 days from the last date of submission of proposal. A proposal valid for a shorter period shall be rejected as non-responsive.

## **16. DISPUTES**

All legal disputes are subject to the jurisdiction of Rourkela court only.

## **17. ACKNOWLEDGEMENT BY BIDDER**

It shall be deemed that by submitting the proposal, the bidder has:

- a. Made a complete and careful examination of the RFP, general condition of contract, submission of formalities and evaluation mechanism;
- b. Received all relevant information requested from RMC;

- c. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this document or furnished by or on behalf of RMC;
- d. Satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under;
- e. acknowledged that it does not have a conflict of interest with any other Agencies; and
- f. Agreed to be bound the undertaking provided by it under and in terms hereof.

RMC shall not be liable for any omission, mistake or error on the part of the firm in respect of any of the above or on account of any matter or thing arising out of concerning or relating to this document or the selection process, including any error or mistake therein or in any information or data given by the RMC.

## **18. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The RMC reserves the right to accept any bid, and to annul the RFP process and reject any or all Bids at any time prior to award of work, without thereby incurring any liability to the affected Applicant or any obligation to inform the affected Applicant of the grounds for the RMC's choice.

## **19. LANGUAGE**

The proposal and all communications in relation to or concerning the selection process shall be in English language and strictly on the formats provided in this RFP document.

## **20. MODIFICATIONS AND WITHDRAWAL OF PROPOSAL**

No modifications to the proposals shall be allowed once it is received by RMC.

## **21. AWARD OF CONSULTANCY AND EXECUTION OF AGREEMENT**

After selection, a Letter of Award (LOA) shall be issued to the selected bidder. The NGO/CBO/Agency has to submit acknowledgment copy of LOA along with the work mobilization chart within 7 days from the date of issuance of LOA and before agreement is signed to the satisfaction of RMC, clearly stating how the contractor intends to go about with the contract, mentioning the time frame, the methodologies and route map.

After acknowledgement of LOA and receiving of requisite document from the selected, it shall execute the Contract agreement. The selected bidder shall deposit the Performance Security (Bank Guarantee) before the execution of the contract agreement. The successful bidder shall not be entitled to seek any deviation in the agreement.

## **22. COMMENCEMENT OF ASSIGNMENT**

The selected bidder shall commence the assignment within 7 days from the date of signing of the Agreement. If the bidder fails to commence the assignment as specified herein, RMC may, unless it consents to extension of time thereof may forfeit the Performance Security and appropriate the same by RMC.

## **23. CONSORTIUM**

In case the Bidder is a Consortium, the members should furnish the Consortium Agreement as per Annexure-6 and the Members thereof should furnish a power of attorney in favour of the Lead Member as per the format at Annexure-5.

## **24. PROPRIETARY DATA**

All documents and other information provided by RMC or submitted by the bidder to RMC shall remain or become the property of RMC. The bidders are to treat all information as strictly confidential. The RMC will not return any proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Agency to RMC in relation to the bidding shall be the property of RMC.

## **25. REJECTION CRITERIA**

Besides other conditions and terms highlighted in the RFP document, bid may be rejected under following circumstances

- a. Incomplete bids that do not quote for the complete Scope of Work as indicated in the bidding documents, addendum (if any) and any subsequent information given to the applicant.
- b. Bids providing information that are found to be incorrect/ misleading at any stage/ time during the bidding process.
- c. Bids that reveal contents in any form or by any reason before opening the Financial Bid.
- d. Bids in which the total lump sum price quoted by the applicant is not inclusive of all taxes, duties, fees, levies, works contract tax and other charges.
- e. Bids made through Person (by hand) /Telex/Telegraphic/Fax/ E-mail etc.
- f. Proposal received after the deadline for submission prescribed by RMC.
- g. Bids which do not confirm unconditional validity of the bid for 120 days from the date of opening of bid.
- h. Bids that do not confirm unconditional acceptance of full responsibility of executing the "Scope of Work" of this RFP.

**Annexure-1**  
**COVERING LETTER**

(On the Letterhead of the Applicant)

Date:

To,

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

**Sub: Selection of Agency for Sanitation Services of Zone No. \_\_\_\_\_ under Rourkela Municipal Corporation.**

Dear Sir,

With reference to your RFP Notice No. dated .....[RFP publishing date], I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/We acknowledge that RMC will be relying on the information provided in the Bid and the documents accompanying such Bid to select a Bidder for the aforesaid Project and I/we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. The Bid is being submitted for the express purpose of qualifying as a Successful Bidder for the aforesaid Project.
3. I/We shall make available to RMC any additional information it may find necessary or require supplementing or authenticate the submissions.
4. I/We acknowledge the right of RMC to reject our Bid without assigning any reason or otherwise and hereby waive my/our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, I/we/any of the Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach by [us/any of the Members].
6. I/ We certify that we are not barred by the Government of Odisha, any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on [\_\_\_\_\_] (Bid Submission Deadline).
7. We declare that
  - a. We have examined and have no reservation to the RFP Document, including any Addendum issued by RMC.
  - b. We do not have any conflict of interest in accordance with the Bid Document.
  - c. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive, without incurring any liability to the Bidders.

9. I/We believe that I/we/our Consortium satisfy(s) and meet(s) all the requirements as specified in the RFP and are/is qualified to submit a Bid.
10. I/We declare that I/we/any Member, am/are not as a member of a/any other Consortium or as an individual applying for the Project.
11. I/We certify that I/we or any Member have not been convicted by a court of law or blacklisted by a regulatory authority.
12. I/We further certify that in regard to matters relating to security and integrity of the country, I/we have not been charged by any government agency or convicted by a court of law.
13. The Statement of Legal Capacity as per format provided at Annexure-2 of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Annexure-4 and 5 respectively of the RFP, are also enclosed.
14. I/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 BMC in connection with the selection of Bidders or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. I/We agree and undertake to abide by all the terms and conditions of the RFP.
16. I/We agree and undertake to be jointly and severally liable for all our obligations under the Contract Agreement as per the provisions set out therein In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.
17. We agree to keep this offer valid for 120 days from the Bid Document Due Date specified in RFP.
18. 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 RFP.

Yours Sincerely,

Date: Duly signed by the Authorized Signatory of the Applicant  
(Name, Title and Address of the Authorized Signatory)

Place:

Name of the Agency:

Address:

### DECSRIPTION OF THE BIDDER

- 29



5. In case of a Consortium:
- The information above (1-4) should be provided for all the Members of the Consortium/ JV.
  - A copy of the Jt. Bidding Agreement, as envisaged in Annexure 5 should be attached to the Application.
  - Information regarding the role of each Member should be provided as per table below:

Sl. No	Name of the Member	Role*	Percentage of Equity in the Consortium**
1			
2			

\*Role of each member, as may be determined by the Bidder, should be indicated in accordance with Joint Bidding Agreement (Annexure 5)

\*\* The percentage of equity should be in accordance with the Joint Bidding Agreement (Annexure 5)

- The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ member of Consortium/ JV:**

Sl. No	Criteria	Yes	No
1	Has the Bidder/ constituent of the Consortium/ JV been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project?		
2	If the answer to 1 is yes, does the bar subsist as on the date of Application		

Bidder has to submit affidavit from notary regarding above declaration if answer to 1 is no. If in future, if the affidavit is found false, his contract is liable to be terminated and legal action will be taken as per the law.

For and Behalf of the Company

Signature of the Authorized Signatory

Name:

Designation:

**Annexure-3**  
**STATEMENT OF LEGAL CAPACITY**

(On the letterhead of the Bidder/Lead Member)

Date:

To,

The Commissioner,  
Rourkela Municipal Corporation  
Rourkela, Odisha

Dear Sir, We hereby confirm that we/our Members in the Consortium (constitution of which is described in the Bid) satisfy the terms and conditions laid out in the RFP. We have agreed that [\_\_\_\_\_ ] (insert member's name) will act as the Lead Member of our Consortium\*. We have agreed that [\_\_\_\_\_ ] (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf and has been duly authorized to submit the RFP.

Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

\*Please strike out whichever is not applicable.

#### **Annexure-4**

#### **POWER OF ATTORNEY FOR SIGNING OF BID**

(To be executed on stamp paper of appropriate value)

I [ \_\_\_\_\_ ] (name of the company) incorporated under the laws of India and having its registered office at [ \_\_\_\_\_ ] "Company" do hereby irrevocably constitute, nominate, appoint and authorize Mr. /Ms (name), [ \_\_\_\_\_ ] son/daughter/wife of [ \_\_\_\_\_ ] and presently residing at [ \_\_\_\_\_ ], who is presently employed with us and holding the position of [ \_\_\_\_\_ ], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for the Project pursuant to the RFP dated [ \_\_\_\_\_ ] ("RFP") issued by the Rourkela Municipal Corporation ("RMC") and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences if any and providing information/responses to RMC, representing us in all matters before RMC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with RMC in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with Rourkela Municipal Corporation

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

Capitalised terms not defined herein shall have the meaning assigned to them under the RFP.

IN WITNESS WHEREOF, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL

HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF , 2022

For .....

(Signature)

(Name, Title and Address) Witnesses:

(Notarised) Accepted .....

(Signature) (Name, Title and Address of the Attorney)

**Notes:**

- 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.
- Wherever required, the Bidder 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 Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

**Annexure-5**  
**POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

(To be executed on stamp paper of appropriate value)

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bidding Documents and other connected documents in respect of the Project.

Whereas, it is necessary under the RFP for the members of the Consortium to designate the Lead Members with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. \_\_\_\_\_ (Lead Member) and M/s \_\_\_\_\_ (the respective names and addresses of the registered office<sup>1</sup>) do hereby designate M/s. \_\_\_\_\_ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/documents and generally to represent the Consortium in all its dealings with ..... or any person in connection with the Project until the Contract Agreement is entered into between the Operator and .....

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, 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/Consortium.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 202..

\_\_\_\_\_  
(Executants)

Note:

- 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.
- In case of partnership firm: name and address of principal office of the partnership firm to be provided

## **Annexure-6**

### **CONSORTIUM AGREEMENT**

(To be executed on stamp paper of appropriate value)

THIS CONSORTIUM AGREEMENT is entered into on this [\_\_\_\_\_] day of [\_\_\_\_\_] 2022 (the "**Agreement**")

AMONGST

1. {[\_\_\_\_\_] Limited, a company incorporated under the (Indian) Companies Act, 1956/2013} and having its registered office at [\_\_\_\_\_] (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND

2. [\_\_\_\_\_] Limited, a limited liability company incorporated under the (Indian) Companies Act, 1956/2013} and having its registered office at [\_\_\_\_\_] (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above mentioned parties of the FIRST and SECOND are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**".

WHEREAS,

1. The ..... hereinafter referred to as (".....") has invited Bids by its Request for Proposal No. [\_\_\_\_\_] dated [\_\_\_\_\_] (the "RFP") for qualifying and selecting bidders for developing a municipal solid waste management project in the city of ..... (the "Project") through a public private partnership;
2. The Parties are interested in jointly bidding for the Project as members of a Consortium (as defined below) and in accordance with the terms and conditions of the Bidding Documents including the RFP; and
3. It is a necessary condition under the RFP that the members of the Consortium shall enter into a Contract agreement and furnish a copy thereof with the Bid. NOW IT IS HEREBY AGREED as follows:

#### **1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

#### **2. Consortium**

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/or through any other consortium constituted for the Project, either directly or indirectly.

#### **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, it shall incorporate the Project Company under the Indian Companies Act 1956 as required by and in accordance with the Bidding Documents for performing all its obligations as the Operator in terms of the Contract Agreement for the Project.

#### **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below.

- a. Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process; and
- b. {Party of the Second Part shall be [ \_\_\_\_\_];

## **5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project in accordance with the terms of the RFP, the Contract Agreement and for the performance of the Operator's obligations under the Contract Agreement.

## **6. Shareholding in the Project Company**

- a. The Parties agree that the proportion of shareholding among the Parties in the Project Company shall be as follows:  
First Party :  
Second Party :
- b. Subject to the terms of the Contract Agreement, the Lead Member shall for [ \_\_\_\_\_ ] years hold equity share capital not less than 51% (fifty one percent) of the subscribed, paid up and voting equity share capital of the Project Company; and
- c. [ \_\_\_\_\_ ] The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Contract Agreement.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any applicable law presently in effect and having applicability to it;
  - iii. violate the memorandum of association and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, Contract, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; and
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or any other encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.



## **8. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Contract Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

## **9. Miscellaneous**

This Contract Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of .....

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of  
LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

**Annexure-7**  
**ANTI-COLLUSION CERTIFICATE**

(To be executed on stamp paper of appropriate value)

We undertake that, in competing for (and, if the award is made to us, in executing) the Project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its subsequent amendments thereof.

We hereby certify and confirm that in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with this Bid.

Dated this .....day of ....., 2022

..... (Name of the Bidder)

..... (Signature of the Bidder / Authorised Person)

..... (Name of the Authorised Person)

**Annexure-8**  
**ORGANIZATION AND EXPERIENCE**

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

A. Organization

B. Organization's Experience (Technical Proposals Only, Separate Sheet for Separate assignments)

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

Sl. No	Details of the Project	
1	Name, Address & Contact Numbers of Client (ULB)	
2	Population of the ULB as per Census 2011	
3	Name of Entity undertaken the Project	
4	Scope of Work	
5	Project Cost	
6	Waste Handling Capacity/Project Size	
7	Bidders role in the Project	
8	Mode of Execution	
9	Contract Period	
10	Details of the assistance/ equipments provided by 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 _____ : For FY _____ : For FY _____ :
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 _____ : For FY _____ : For FY _____ :
19	% Equity shareholding in the Project	
20	Status of the Project under the stage of commissioned (provide date of commissioning) Not implemented	
21	Remarks/ Other Details	

**Note:**

The proof for the same should be considered on proof of documents like Contract Agreement Copy / Experience Certificate including satisfactory performance from the competent authority

Date:

Signature of Authorized Signatory with Seal  
Name, Title of the Authorized Signatory)

Place:

## **Annexure-9**

### **FINANCIAL DETAILS OF THE APPLICANT**

<b>Bidder Type</b>	<b>Turn over Financial Year – 2018-19</b>	<b>Turn over Financial Year – 2019-20</b>	<b>Turn over Financial Year – 2020-21</b>
Single Legal Entity Bidder/ Lead Member			
Member (if Consortium)			
<b>Total</b>			

1. The Bidder/Members of the Consortium will attach copies of the balance sheets, financial statements and audited annual reports for 3 Financial Years (2018-19, 2019-20 and 2020-21) preceding the Bid Due Date. The financial statements will:
  - a. reflect the financial situation of the Bidder or Members of the Consortium;
  - b. be audited by a statutory auditor;
  - c. be complete, including all notes to the financial statements; and
  - d. Correspond to accounting periods already completed and audited (no statements for partial periods will be requested or accepted, if no audited results are available for such partial periods).
2. **The Bidder/ all members of the consortium will provide an Auditor's Certificate with UDIN No specifying the respective.**

Date:

Signature of Authorized Signatory with Seal  
(Name, Title of the Authorized Signatory)

Place:

## **Annexure-10**

### **PROPOSED APPROACH & METHODOLOGY OF AGENCY**

The Implementation Plan shall comprise:

#### **1. Proposed Strategy**

- Process management diagrams for undertake activities mentioned in the TOR. Agency shall be required to submit a chart setting out the process flow for the activities envisaged.
- List of statutory clearances required and proposed approach to obtain the same with time frame.
- List of Surveys/investigation works, that are to be 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 to be deployed/ procured for the proposed service. Please attach technical specification sheet for each of the above.
- Specific plan for Slum.
- Procurement/Engagement schedule for vehicles, equipments, IEC materials etc.
- Manpower deployment schedule (ground staff and workers)
- Deployment schedule for technical personnel.
- Adoption strategy of EHS Policy

#### **2. Daily Time schedule for carrying out and completion of various activities**

- a) Sweeping and Cleaning of Wards
- b) Drain cleaning operations
- c) Bush Cutting
- d) Transportation of MSW to designated sites
- e) Lifting of Debris
- f) Lifting of dead animals
- g) Other as per scope

<b>Activity</b>	<b>Start Time</b>	<b>Completion Time</b>
Bidder shall list out every activity to be carried out (as per Scope of the Bid)		

### 3. Mechanical Means (Tools, Equipments and Vehicles) to be provided for execution of the Project. (Please access the requirements as per the scope for the applied Zone)

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

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

### 4. Manpower Deployment

Bidders should present the calculations for manpower requirement for different parts of the SWM value-chain mentioned in the TOR indicating roles and responsibility.

Sl. No	Type of Staff	Total number of People to be employed	For the Activity as per Scope like Sweeping, Drain Cleaning, Bush Cutting etc.
1			

## Expertise of Key Technical and Managerial Staff

Using the below format, provide information on key technical and firm proposed work on the assignment for carrying out services. The bidders must engage managerial and technical manpower with requisite educational qualification and substantial experience.

### 1. Number of Manpower required for the Project:

(For example number of project manager, Number of Zone Supervisor, Number of Ward Supervisors, Number of Drivers etc.). This is just a illustrative plan of manpower engagement, however, the agency will submit the manpower detail according to its own plan.

### 2. Designation, Educational Qualification and Role of the Employees

Sl. No	Designation	Educational Qualification	Number of Staff	Roles and Responsibility

Date:

Signature of Authorized Signatory with Seal  
(Name, Title of the Authorized Signatory)

Place:

**Annexure-11**  
**FINANCIAL PROPOSAL**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under the Scope of Work of the RFP document. Form-1 & Form-2 are to be used whatever is the selection method indicated in the evaluation procedure mentioned in the Bid document.



**Annexure-11-A**

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

(On the Letterhead of the Applicant)

Date:

To,

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

Dear Sir/Madam,

We, the undersigned, offer to provide the Sanitation Services for Zone No. \_\_\_\_\_ under Rourkela Municipal Corporation in accordance with your RFP Notice No. \_\_\_\_\_ dated \_\_\_\_\_. Our attached Financial Proposal is for the sum of (Amount in Words and Figures). This amount is inclusive of all taxes but excluding of GST.

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 mentioned in the TOR i.e 120 days.

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,

Date:

Signature of Authorized Signatory with Seal  
(Name, Title of the Authorized Signatory)

Place:

Name of the Agency:

Address:

## **Annexure-11-B**

### **Form-2: Cost Summary**

**Project Title:** Sanitation Services for Zone No. \_\_\_\_\_ under Rourkela Municipal Corporation.

1. Price quoted by you should be valid for a minimum period of 120 days from the date of closing of the tender.
2. The escalation of prices/ rates will be considered as per the provisions mentioned in the RFP.
3. Rates must be inclusive of all taxes but excluding of GST which shall be paid on actual as per prevailing rates.
4. Rates must be submitted in the below Performa of schedule of rates.
5. All the terms of the tender document are applicable.

#### **Schedule of Rate**

<b>Description (Zone Name)</b>	<b>Monthly Fee Quoted by the Bidder (in INR) in Figure excluding of GST</b>	<b>Monthly Fee Quoted by the Bidder (in INR) in Words excluding of GST</b>
Sanitation Services as per the Scope of the Work of the RFP for Zone No: _____.		

#### **Note:**

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

(While quoting the financial offers, the bidder is requested to refer all clauses of Scope of work of the RFP)

Date:

Signature of Authorized Signatory with Seal  
(Name, Title of the Authorized Signatory)

Place:

Name of the Agency:

Address:

## Annexure-12

### Ward Details of Rourkela Municipal Corporation Area (Location)

Sl. No	Ward No	Description of the Ward	Four Boundaries of the Ward
1	1	Village Bramhani Tarang (Part), Village Sana Bramhani Tarang (Part)	N : Village Lungei and Kalokudar and Rourkela Sundargarh S : Howrah-Mumbai Railway Line, TCI Road and Drain near Dandiapalli E : Dandiapalli Branch Road, TCI Road W : Village Goibhanga and Khadiapara Road Near Electric Grid Station upto Railway Line
2	2	Village Gopapalli, Village Bramhani Tarang (Part) (Singa Tola, Nadi Tola)	N : River Sankha S : Rourkela-Sundargarh High Way E : River Brahmani W : Village Lungei
3	3	Village Bramhani Tarang (Part), Sana Bramhani Tarang (Part), Jhartarang (Baikotola, Oram Tola, Bhanda Tola, Patra Tola, Mundari Tola, Tanti Tola, Indira Abas Colony	N : Howrah-Mumbai Railway Line, TCI Road and Drain near Dandiapalli and Rourkela-Sundargarh High Way S : Village Balanda and Gotidhar and Dandiapalli E : River Bramhani and Village Dandiapalli W : Village Jiabahal and Balanda and TCI Road from Railway line to Indo Flogate
4	4	Pradhanpalli, Bandposh, Tapasya Nagar, Tulasi Tola, Bankia (Part), Tisco Colony, Kishan Tola, Chhend Basti, Kousalya Nagar and Father Colony	N : River Koel S : Main Drain near Panposh Village and culvert and Kalinga Vihar Housing Project E : RSP Area and Biramitrapur Railway Line W : River Koel & Bramhani
5	5	Panposh Basti, Tunguri Tola, Jagannath Colony	N : Culvert and Main Drain North Side of Panposh Village S : Rourkela Main Road and Railway Line E : Khariapada and Koel Bank area and Road towards Chhend W : River Brahmani
6	6	Bangala Tola, Mani Colony, Ruptola, Dhableswar Colony, Balughat, Palpal Basti, Grid Sub Station Quarter Area	N : Rourkela Main Road and Mahatab Road S : RSP Area E : RSP Area W : River Brahmani

7	7	Deogoan (Dehuri Basti, Dhobi Basti, Munda Toli, Telgu Para)	N : RSP Main Drain S : Village Jalda E : Bonai Road W : River Brahmani
8	8	Nabakrushna Nagar, Tala Bari Jori, IDL Colony, Gopabandhu Nagar, Bhanja Colony, Bada Sona Parbat, Dharamdihi	N : RSP Area S : Village Asura Chhapal E : Village San Sonaparbat W : RSP Area and Village Hatibandha
9	9	Panposh, PHD Colony, Govt. College Campus, Area 7 & 8 (Part), Mantola Basti	N : Rourkela Main Road and Railway Line S : Mahatab Road E : State Bank Training Centre Road and ITI Road W : Banai Road and Panposh Village Road
10	10	Area 7 & 8 (Part), RGH Campus Area, Gadhatola, Gajapati Palli, Rajiv Basti	N : Railway Line S : Mahatab Road E : Ring Road W : State Bank Training Centre Road and ITI Road
11	11	Gangadhar Palli, Kesari Nagar, Reserve Police Line, Koel Bank Area, Girija Toli & Khadia Bahal	N : Gangadharpalli Road and ITI Main Road S : Railway Line E : STI Level Crossing Road and Vigilance Office Side Road and Main Road towards Chhend W : Panposh Village
12	12	Vyasanagar, Laxmi Nagar, ITI Colony, Shanti Nagar, Ram Nagar, Netaji Nagar, Jail Colony, FCI Basti, Labour Tenement	N : Durgapur Hill S : ITI Main Road, Gangadhar Palli Road and Railway Line E : Ring Road W : STI Level Crossing Road and Vigilance Office Side Road and Main Road towards Chhend
13	13	LIG-I, LIG-II, MIG-I, KB, S3M1, S3H2, S3H1, GM, S3L1, S3L2, S2M, HD, C2L2, C2M Blocks	N : Tisco Area S : Hill E : Chhend Main Road from BSNL Chowk to Tulasi Tola & Gopabandhu Kalyan Mandap west side road from Hill to S2H-41 Chhend Main Road W : Biramitrapur Railway Line
14	14	MIG-I, MIG-II, HIG-B, MSF, HSF, MICR, MIICR, LCR Blocks and Dhamara Basti Bank Colony, Bagudi Basti and BPUT	N : Tulasi Tola and RSP area S : Chhend Main Road BSNL Chowk to Ring Road E : Ring Road W : Chhend Main Road from BSNL Chowk to Tulasi Tola

15	15	C2L2, C2L1, C2M, LCR, ECR, MIG, LIG, EWS Plots and MIG, LIG, EWS Houses	N : Chhend Main Road S : Hill E : Ring Road W : Gopabandhu Kalyan Mandap west side road from hill to S2H-41 Chhend Main Road
16	16	Ambedkar Basti, Haripur Basti, DAV Basti, Jharana Basti, M-Block Part, AM, AL, EM Blocks and AM Block Back side Jhumpudi	N : Durgapur Hill and Basanti Colony Water Tank Road S : Railway Line E : Basanti Colony Main Road from Water Tank Chowk to Hill and Main Drain East Side of EM Block W : Ring Road
17	17	L, CL, BL, BE, BM, CM, DE, EL and DL Block	N : Basanti Colony Main Road from Tempo Stand to EL Chowk S : Basanti Colony Water Tank Road and Railway Line E : Malgodam Railway Gate Jhumpudi Basti W : Basanti Colony Main Road from Water Tank Chowk to Tempo Stand and Main Drain east side to EM Block
18	18	L, E, FE, FL, FM, Flat Quarters, DL, EL Blocks, Leprosy Colony and Hill Side Jhumpudi Basti	N : Durgapur Hill S : Basanti Colony Main Road From Tempo stand Chowk to Ice Factory Chowk. E : Ice Factory Road W : Basanti Colony Main Road from Tempo Stand to Hill
19	19	Malgodam Railway Gate Jhumpudi Basti, Malgodam Jhumpudi, Khotal Basti, Jhumpudi Basti Near Ice Factory	N : Hill S : Railway Line E : Malgodam Khotal Roda and Leprosy Colony Road upto Hill W : Ice Factory Road and Road towards Ice Factory Chowk to Malgodam
20	20	Malgodam Jhumpudi, Kali Temple Front Jhumpudi, Sardar Basti, Leprosy Colony, Kumbhar Basti and Madhusudanpalli Part	N : Durgapur Hill S : Road from Malgodam Chowk towards Railway Colony E : Main Drain west side road of Graveyard and west side road of Garveyard to Hill via Madhusudanpalli School W : Malgodam Khotal Road and Leprosy Colony Road upto Hill

21	21	Madhusudan Palli (Part) and Railway Colony Part	N : Durgapur Hill S : Railway Colony Main Road and Pump House Road E : Railway Colony Middle Main Drain and Pump House W : Main Drain West side of Railway Colony upto Graveyard and west side road of Graveyard to Hill via Madhusudanpalli School
22	22	Railway Colony (Part), Rimjhim Basti, Indira Nagar Basti and Gopabandhupalli Amarnath Basti	N : Railway Colony Main Road and Pump House Road S : Railway Line E : Main Drain back side of Patitapaban School from Hill to Railway Line W : Malgodam West side Road and Railway Colony Middle Main Darin From Pump House Road to Railway Colony Main Road
23	23	Gopabandhupalli (Part)	N : Durgapur Hill S : Gopabandhupalli Main Road E : Baishnodevi Temple Road W : Main Drain Back side of Patitapaban School from Hill to Gopabandhupalli Main Road
24	24	Gopabandhupalli (Part), Timber Colony	N : Gopabandhupalli Main Road and Durgapur Hill S : Railway Line E : Ring Road W : Indira Nagar East side Main Drain from Gopabandhupalli Main Road to Railway Line and Baishnodevi Temple Road
25	25	Chachi Basti, New Bus Stand Back side area, Bisra Road Area, Gurudwar Road Area, Traffic Gate and G.T Lane Area	N : Railway Line S : Ring Road and RSP Area E : Ring Road W : Madhusudan Marg from Ring Road to Railway Station
26	26	Gandhi Road, Choudhury Petrol Pump Area, Netaji Marg, Old Station Area, Bhatti Road Area, Daily Market Area, Master Atta Lane & Telugu para	N : Railway Line S : Rourkela Main Road E : Madhusudan Marg W : Lal Building Road
27	27	Malgodam Road Area, Sardar Basti, Gafur Colony, Kumbhar para, Manu Pattanik Gali, Birjapalli	N : Railway Line S : Rourkela Main Road E : Lal Building Road W : Ring Road

28	28	Khadiapada, Police Colony, LIC Colony, Uditnagar Revenue Colony, Tina Colony, Oram Para, Shanti Colony and Hirakud Colony	N : Rourkela Main Road and Indo English School Road S : Mahatab Road E : Oram Para Road and Main Drain East side of Municipal College W : Ring Road
29	29	Okila Pada, Indo-English School Area, Panda Colony, Birsadahar Road Area, Pradhan Colony, Powerhouse Road Area, Nirmal Market Area	N : Rourkela Main Road S : Indo English School Road and Mahatab Road E : Main Drain back side of Nirmal Market from Main Road to Mahatab Road W : Oram Para Road and Main Drain East side of Municipal College
30	30	Daily Market Area South side of Main Road, Janata Niwas Lane, Dinanath Lane, Plant site Road Area, Police Station Area, Plant site Jhumpudi Basti, Rout Para, Nalla Road (Part) and RDA Building (Part)	N : Rourkela Main Road and Plant site Post Office Road upto Slaughter House Road S : Mahatab Road E : Plant site Road and Slaughter House Road W : Main Drain Back side of Nirmal Market Main Road to Mahatab Road
31	31	Plant Site Road Area, Rice Patti, Urdu School Lane area, Nalla Road (Part), RDA Building (Part), Singh Building Area, Ananda Bhawan Lane Area	N : Rourkela Main Road S : Post Office Road from Plant Site Road to Slaughter House Road, Mahatab Road and Mahatmajee Road from Nalla Road to Ananda Bhawan Road E : Ananda Bhawan Lane and Hasanpur School Road W : Plant Site Road and Slaughter House Road
32	32	Nalla Road (Part), Hasanpur Area, Ananda Bhawan Lane Area, Hotel Delux Lane Area, DAV School Lane Area, Gujurati Lane and Ganjam Basti	N : Mahatmajee Road from Nalla Road to Ananda Bhawan Lane and Rourkela Main Road S : Mahatab Road E : Madhusudan Marg from Ring Road to Main Road W : Ananda Bhawan Lane and Hassan pur School Road
33	33	Bank Colony, Nayabazar Market Area, Saw Mill Area, Giridhari Para, Uttam Basti, Law College Area, Centre Excise Colony Area, Bhwanipur Basti, Leprosy Colony Basti, OSAP Colony	N : Hill (Japti Jungle) S : Railway Line E : Western Boundary of OSAP W : SEC-20 RSP Area
34	34	Koel Nagar (P), Block-A, D, E, Ittabhatta Basti, Shakti Nagar (Part)	N : River Koel S : Shakti Nagar Main Road and Jhirpani Main Road E : Koel Nagar B Block and Village Jhirpani W : SEC-20 RSP Area

35	35	Koel Nagar Block B & C, Shakti Nagar (Part)	N : Koel Nagar A Block and Jhirpani Main Road S : Shakti Nagar Main Road E : Village Jagada W : Koel Nagar A Block & Shakti Nagar Road
36	36	Village Jagada (Part)	N : Village Jhirpani Init 28 S : Road from Koel Nagar C Block to Sarana Chowk and South Side Part Boundary of Jagada Village E : Village Daiposh (Bisra Block Area) W : Koel Nagar C Block and MGM School Road
37	37	Shakti Nagar Part, Jagada Village (Part), NIT Campus, East Kantajhar Basti and South Kantajhar Basti	N : Shakti Nagar Main Road, Road from Koel Nagar C Block to Sarana Chowk and South Side part Boundary of Jagada Village S : Hill (Japti Jungle) E : Village Bartoli (Bisra Block Area and MGM School Road) W : RSP Area
38	38	Bondamunda (P), Diesel Colony Area, Sector-E, Bagda Basti (Part)	N : North side boundary of Bondhamunda Marshalling Yard S : RSP Area and Rourkela Bisra Main Road E : Bijay Prasad Shop Gali Road (Bagada Basti) W : RSP Area
39	39	Bondamunda Area (P), Bagda Basti (Part), Nepali Basti, Chudi Basti, Sarada Palli, Gupchup Basti, C-Sector basti, Kunti Basti, Tanti Basti, R-Cabin Basti	N : Railway Marshalling Yard North Side Boundary S : Rourkela Bisra Main Road E : Dumerta Nala W : Bijay Prasad Shop Gali Road (Bagada Basti)
40	40	Bondamunda Area (P), Gundichapali, Sector-A, B, C, D, Harijan Basti	N : Rourkela Bisra Main Road S : Bisra Block Area E : Dumerta Nala W : RSP Area



## MAP OF ROURKELA MUNICIPAL CORPORATION

