

REQUEST FOR PROPOSAL

**Selection of Agency/NGO for Comprehensive
Sanitation Services at Ideal Bus Stand adjoining ISBT,
Baramunda, Bhubaneswar**



BHUBANESWAR MUNICIPAL CORPORATION

BMC-ICOMC building, Unit-IX,
Bhubaneswar-751 022

A.BIDDING SCHEDULE

Sl. No	Description	Critical Dates
1.	Period of availability of tender document for bidding in e-procurement portal and website	From 14.08.2026 (Time- 11.00 AM) to Dt. 01.09.2026 (Time 05.00 PM)
2.	Pre- Bid Meeting	Dt.20.08.2026 Time 12.00 Noon at the Conference Hall 4 th Floor, BMC-ICOMC building
3.	Submission of pre-bid queries by Applicants to email id: <u>dc-sanitation@bmc.gov.in</u>	Dt. 21.08.2026 up to 5.00 PM
4.	Last date and time for submission of proposal on online mode	Dt.01.09.2026 (5.00 PM)
5.	Date & Time of opening of proposal	Dt. 02.09.2026 (11.00 AM)

B. INSTRUCTION TO BIDDERS

1. Location of the Work

Office of Dy. Commissioner (Sanitation), Bhubaneswar Municipal Corporation, City Health Office, Unit-III, Kharvela Nagar, Bhubaneswar-751001

2. Eligibility Criteria

The Applicant which meets the Eligibility Criteria as specified below as on the last date of submission of the RFP shall be eligible to submit a Proposal: -

Sl. No.	Eligibility Criteria	Supporting Documents
a)	The Applicant shall be a legal entity duly incorporated or registered under the applicable laws of India and eligible to enter into contracts. The Applicant may be a Company, Partnership Firm, Limited Liability Partnership (LLP), Proprietorship Firm, Society, Trust or Non-Governmental Organization (NGO) registered under the applicable laws. Joint Venture (JV) shall not be permitted under this RFP.	Certificate of Incorporation/Registration
b)	The Applicant shall possess valid PAN, GST Registration, EPF Registration and ESI Registration.	Self-attested copies of PAN, GST, EPF & ESI Certificates
c)	The Applicant shall have successfully provided sanitation, cleaning, sweeping, housekeeping, door-to-door collection and transportation, municipal solid waste management, facility management, or similar public utility services to at least one Government Department, Urban Local Body (ULB), Public Sector Undertaking (PSU), Government Agency, Airport, Railway Station, Bus Terminal, Hospital, or other public institution for a minimum continuous period of one (1) year at any time during the five (5) years immediately preceding the Proposal Due Date.	Work Orders and Experience Certificates
d)	The Applicant shall have experience in providing sanitation, housekeeping, cleaning, door-to-door collection and transportation, waste collection and	Work Orders, Agreements and Completion/Satisfactory Performance Certificates

	transportation, municipal solid waste management, facility management, or similar public utility services to Urban Local Bodies (ULBs) for a minimum continuous period of one (01) year during the five (05) years immediately preceding the Proposal Due Date.	
e)	The Applicant shall have successfully executed at least one (01) similar contract involving deployment of a minimum of 30 field personnel per day for a continuous period of one (01) year during the last five (05) years.	Work Order, Agreement and Completion/Performance Certificate
f)	The Applicant shall have an Average Annual Turnover of not less than Rs.1.50 Crore during FY 2022-23, FY 2023-24 and FY 2024-25.	CA Certificate along with Audited Financial Statements
g)	The Applicant shall not have been blacklisted, debarred, terminated for default or placed under Holiday List by any Central Government Department, State Government Department, ULB, PSU or Statutory Authority during the last five (05) years.	Notarized Affidavit on Rs.100/- Non-Judicial Stamp Paper

3. **Instructions to Applicants**

A. **GENERAL**

- i. The Applicants without relying only to information provided in the RFP shall carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on BMC nor confer any right to the Applicants, and BMC shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- ii. The Bid should be furnished in the formats specified in the RFP and signed by the Applicant's authorized signatory with seal of the firm. The Successful Applicant may be subsequently invited for signing the Contract Agreement. The Applicants should note that the formats specified in the RFP have been provided for the convenience of the Applicants and may not exhaustively enumerate or describe various information required to be provided by the Applicants under the Bidding Documents. The Applicants should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.

- iii. The Applicant shall submit as a part of its Bid a bid security of **Rs. 50,000/- (Rupees Fifty Thousands)** in accordance with the provisions of this RFP ("**Bid Security**"). The Applicant has the option to provide the Bid Security either by making payment in the online e-tender procurement portal i.e. www.tendersodisha.gov.in or in the form of a bank guarantee, of any Scheduled Commercial Bank with validity more than 180 days acceptable to Commissioner, Bhubaneswar Municipal Corporation as per the format at Appendix II. Exemption are allowed for all the Applicants other than Micro and Small Enterprises (MSEs) as per OGFR 2023.
- iv. The Applicant should submit a power of attorney as per the format at **Appendix III**, authorizing the signatory of the Bid to commit the Applicant.
- v. Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents may render the Bid liable to rejection as a non-responsive Bid.
- vi. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language. Supporting documents and printed literature furnished by the Applicant with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials which are not translated into English may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- vii. The Bidding Documents, including this RFP and all attached or other documents, are and shall remain the property of BMC and are transmitted to the Applicants solely for the purpose of preparation and submission of a Bid in accordance with the Bidding Documents. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- viii. An Applicant shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, BMC shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to BMC under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of BMC.
- ix. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
 - (a) the Applicant (or any constituent thereof) and any other Applicant (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Applicant (or any constituent thereof) is less than

25% of the paid up and subscribed capital of the other Applicant (or any constituent thereof); or

- (b) a constituent of such Applicant is also a constituent of another Applicant; or
 - (c) such Applicant receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Applicant or has provided any such subsidy, grant, loan or subordinated debt to any other Applicant; or
 - (d) such Applicant has the same legal representative for purposes of this Bid as any other Applicant; or
 - (e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
 - (f) such Applicant has participated as a consultant to BMC in the preparation of any documents, design or technical specifications of the Project.
- x. This RFP is not transferable and can only be used by the person to whom it has been issued.
 - xi. Any award of contract pursuant to this RFP shall be subject to the terms of the Bidding Documents.
 - xii. For a detailed list of documents and information to be provided with each envelop constituting a Bid, please refer below.

4. Cost of bidding

The Applicants shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Bidding Process. BMC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

A. Site visit and verification of information

- i. Applicants shall submit their respective Bids after conducting a detailed site visit and assessing the site conditions, sanitation requirements and waste generation profile of the **Ideal Bus Stand adjoining ISBT, Baramunda**, along with a detailed estimation of the resources required, including manpower, vehicles, equipment, cleaning tools and other necessary resources, and the associated costs, for carrying out the sanitation activities specified in the Scope of Work. The Applicant shall ensure round-the-clock cleanliness and proper sanitation of the entire assigned premises of the **Ideal Bus Stand adjoining ISBT, Baramunda**, including roads, pathways, bus bays, public areas and other designated areas, so as to ensure that no accumulation of waste, dirt, mud or sand takes place and the premises remain clean, hygienic and free from conditions that may cause nuisance or emission of particulate matter.
- ii. It shall be deemed that by submitting a Bid, the Applicant has:
 - (a) made a complete and careful examination of the Bidding Documents;
 - (b) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of BMC;

(c) satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;

(d) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, or a ground for termination of the Contract Agreement by the Agency/NGO; and

(e) Acknowledged that it does not have a Conflict of Interest.

- iii. BMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by BMC.

B. Verification and Disqualification

- i. BMC reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP or the Bidding Documents and the Applicant shall, when so required by BMC make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by BMC shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of BMC thereunder.
- ii. Without prejudice, BMC reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) at any time, a material misrepresentation is made or uncovered; or
- (b) the Applicant does not provide, within the time specified by BMC the supplemental information sought by BMC for evaluation of the Bid.
- (c) Such misrepresentation/ improper response shall lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Bids have been opened and the Successful Applicant gets disqualified/ rejected, then BMC reserves the right to select the Applicant which proposed the second lowest quote as Successful Applicant or cancel the Bidding Process.

5. RFP Document Fee

Non-refundable Proposal Document fee in shape of Demand Draft from any scheduled commercial bank in favour of “**Bhubaneswar Municipal Corporation**”, payable at Bhubaneswar for **Rs.11,800/-** (Rupees eleven thousand and eight hundred only) is to be furnished by the bidder along with the Technical Proposal. Proposals without the requisite Document Fee shall be treated as non-responsive and rejected outrightly.

6. Earnest Money Deposit (EMD)

EMD in shape of Bank Guarantee from any scheduled Commercial Bank in favour of **Bhubaneswar Municipal Corporation, Bhubaneswar** payable at **Bhubaneswar** for **Rs. 50, 000/- (Rupees Fifty thousands only)** only is to be furnished by the bidder along with the Technical Proposal and shall remain valid till the validity of the Proposal. Proposals without the requisite EMD shall be treated as non-responsive and rejected.

The EMD submitted by unsuccessful bidders shall be returned after signing of agreement with successful bidder.

The EMD shall be forfeited:

a) If a Bidder withdraws its Proposal during the period of validity of the proposal,

Or,

b) If the successful Bidder fails to execute the agreement or the work assigned.

7. Validity of Proposal

Proposals shall remain valid for 180 days from the last date of submission of proposals. A proposal valid for a shorter period shall be rejected as non-responsive.

8. Documents accompanying the Proposal:

1. PART A (Technical Proposal)

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

- a) Non-refundable Proposal Document Fee of INR 11,800/- (Indian Rupees Eleven thousand and eight hundred only) inclusive of GST, in shape of DD from any scheduled commercial bank drawn in favour of “**Commissioner, Bhubaneswar Municipal Corporation**”, payable at Bhubaneswar.
- b) EMD amount of INR 50,000/- (Rupees Fifty Thousands only) in shape of Bank guarantee from any scheduled bank in favour of “**Commissioner, Bhubaneswar Municipal Corporation**”, payable at

Bhubaneswar.

- c) Copy of the PAN card & GST registration certificate.
- d) All Forms and supporting documents (other than Financial Proposal).

(Attach photo copies of work orders, Agreements and Experience Certificates issued by the client)

9. Pre-Bid Meeting

- a) A pre-bid conference of the Applicants shall be convened at the designated date and time in the Conference Hall at 4th Floor of BMC-ICOMC building. Only duly authorized representatives of the Applicants shall be allowed to participate in the pre-bid conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.
- b) During the course of the pre-bid conference, the prospective Applicants will be free to seek clarifications and make suggestions for consideration of BMC. BMC shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

10. Amendment of RFP

- i. At any time prior to the Bid Submission Deadline, BMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Applicant, modify the RFP by the issuance of an addendum to the RFP.
- ii. Any addendum issued hereunder will be in writing and shall be uploaded in the e-procurement portal of Odisha under the bid id.
- iii. In order to afford the Applicants a reasonable time for taking an addendum into account, or for any other reason, BMC may, at its sole discretion, extend the Bid Submission Deadline.
- iv. All Pre-Bid Clarifications, Addendum, Corrigendum issued by Authority are part of Agreement and binding to both Authority and Operator.

11. PREPARATION AND SUBMISSION OF BIDS

- i. Format and Signing of Bid
- ii. The Applicant shall in its Bid provide all the information sought under the Bidding Documents. BMC will evaluate only those Bids that are received in the required formats and complete in all respects.
- iii. The Bid shall be typed and signed by the authorized signatory of the Applicant who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person signing the Bid. The Bid shall contain page numbers.

12. Sealing and Marking of Bids

- i. The "Bid" shall be uploaded in the e-procurement portal of Odisha:

Envelope 1: Technical Proposal (The Soft Copy in PDF in Online www.tendersodisha.gov.in portal)

Financial Proposal (To be submitted Online Only Excel format in www.tendersodisha.gov.in only)

The Technical Proposal shall have a cover page clearly mentioned as follows:

Technical Bid for

“Request for Proposal for Selection of Agency/NGO for Comprehensive Sanitation Services at Ideal Bus Stand adjoining ISBT, Baramunda, Bhubaneswar”

The Annexure-I for instruction to Applicant in E-procurement to be followed for reference.

- ii. The documents to be submitted shall include:

- (a) A fee of **Rs.11,800/** (Rs. Eleven thousand Eight Hundred Only) as Document Fee through online mode in the web portal www.tenderodisha.gov.in. The acknowledgement receipt of Bid document Fees shall be submitted as part of technical bid.
- (b) Bid in the prescribed format (Appendix I to Appendix VIII) along with Annexes and supporting documents;
- (c) Bid Security **Rs. 50,000/- (Rupees Fifty Thousands)** through online mode in the web portal www.tenderodisha.gov.in or in the form of a Bank Guarantee from Scheduled Commercial Bank addressed to Commissioner, Bhubaneswar Municipal Corporation as acceptable to Authority in the format at Appendix II. Exemption are allowed for all the Applicants other than Micro and Small Enterprises (MSEs) as per OGFR 2023;
- (d) Power of attorney for signing of Bid in the format at Appendix III;
- (e) Anti-collusion certificate in the format at Appendix IV;
- (f) Certified true copy of the incorporation certificate of the Bidding Company.
- (g) Declaration of undertaking in the format at Appendix VII; and
- (h) Declaration for Blacklisting and Debarment as per Appendix-VIII
- (i) Supporting documents to demonstrate that the Applicant fulfils the qualification requirements set out in Clauses 3.3.

- (j) Copy of the Experience Certificate along with draft Contract Agreement/LOA initialed on each page by the Applicant's authorized signatory; and
- (k) Scan copies of all the above documents shall be uploaded in www.tendersodisha.gov.in

The Financial Bid shall be submitted in the format (MS Excel files) specified at Appendix V online

- iii. Bids submitted by any mode other than the online tender portal www.tendersodisha.gov.in shall not be entertained and shall be rejected.

13. Bid Submission Deadline

- i. Bids should be submitted on or before (the "Bid Submission Deadline") in the online tender portal www.tendersodisha.gov.in.
- ii. BMC may, at its sole discretion, extend the Bid Submission Deadline by issuing an addendum.
- iii. The Applicants desirous to participate in bidding must possess compatible Digital Signature Certificate of Class-II or Class-III and should follow the changes/modifications/ addendum to RFP if any.

14. Late Bids

Bids received by BMC after the specified time on the Bid Submission Deadline shall not be eligible for consideration and shall be summarily rejected.

15. Modifications/Substitution/Withdrawal of Bids

- i. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Submission Deadline.
- ii. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Submission Deadline, unless the same has been expressly sought by BMC shall be disregarded.

16. Rejection of Bids

Notwithstanding anything contained in this RFP, BMC reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that BMC rejects or annuls all the Bids, it may, in its discretion, invite all eligible Applicants to submit fresh Bids hereunder.

17. Bid Evaluation Methodology:

Evaluation of the Technical and financial proposals will be based on **Least Cost Based Selection** mode.

- 1) In the first phase the Technical Proposals shall be evaluated on the basis of eligibility criteria as mentioned in this RFP.
- 2) In the second phase the firms which satisfy the eligibility criteria shall be given marks based on Table: 1 of this RFP. Accordingly, firms will be ranked based on the marks allotted to them.

Table 1: Evaluation criteria

Sl. No.	Parameter	Total/ Maximum Marks
1	FINANCIAL CAPACITY OF BIDDER	20
	The Applicant must have Average Annual turnover of minimum INR 1.5 crores in last three preceding financial years (FY 2022-23, FY 2023-24 and FY 2024-25) • Between INR 1.5–2 crore –15 marks • More than INR 2 crore – 20 marks	20
2.	PROOF OF EXPERIENCE IN THE LAST 5 YEARS	50
	The Applicant shall have successfully provided sanitation, cleaning, sweeping, housekeeping, door-to-door collection and transportation, municipal solid waste management, facility management, or similar public utility services to at least one Government Department, Urban Local Body (ULB), Public Sector Undertaking (PSU), Government Agency, Airport, Railway Station, Bus Terminal, Hospital, or other public institution for a minimum continuous period of one (1) year at any time during the five (5) years immediately preceding the Proposal Due Date.(Attach self-attested copies of Work Orders, Agreements, Completion Certificates and/or Satisfactory Performance Certificates issued by the Client.) • 1 Project – 10 marks • More than 1 project – 20 marks	20
	The Applicant shall have experience in providing sanitation, housekeeping, cleaning, door-to-door collection and transportation, waste collection and transportation, municipal solid waste management, facility management, or similar public utility services to Urban Local Bodies (ULBs) for a minimum continuous period of one (01) year during the five (05) years immediately preceding the Proposal Due Date. (Attach photo copies of	15

	work orders, Agreements and Experience Certificates issued by the client). • One (1) ULB experience– 10 marks • More than 1 ULB experience – 15 marks	
	The Applicant must have successfully executed at least one (1) similar manpower supply/service contract involving deployment of at least 30 nos. of field workers for a period of at least one continuous year, during the last five (5) years from the bid due date. (Attach photo copies of work orders, Agreements and Experience Certificates issued by the client). • 30-40 Manpower – 10 marks • More than 40 manpower – 15 marks	15
	APPROACH AND METHODOLOGY	30
	Understanding of Corporation and its objectives of the assignment and terms of reference.	15
4	Approach of the proposed unit along with work plan based on the terms of reference highlighting the job responsibility. The Bidders shall be invited for a Power Point presentation in front of the committee to be formed by /BMC to evaluate the presentation.	15
	TOTAL	100

Please note - For the purposes of this RFP, JV is not allowed.

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (St) that a Bidder requires to qualify for evaluation of the Financial Proposal is 70.

18. Evaluation of Technical Proposal:

- i. The Minimum Eligibility Criteria shall be scrutinized vis-à-vis the documents submitted to determine the eligibility of the Applicants and the applicant fulfilling the same shall be eligible for next round of technical evaluation i.e. determination of technical score. BMC during the process of evaluation shall have the discretionary right to seek clarifications and documents that has been issued prior to the last date of submission of bids. The Applicants shall be bound to submit the requisite clarification within the due date and time specified in the letter issued by BMC. Non-submission of the same shall within the due date and time shall be deemed as failure on the part of Applicant and BMC may decide on to rejection of the bids. Further, mere submission of clarifications shall not be deemed to make the applicant eligible and is subject to further scrutiny and interpretation by BMC.

- ii. The Applicants cannot claim to have rights for intimation of their rejection during the evaluation process and the final shortlisted bidders decided by BMC for financial bid opening shall be uploaded in the e-tender portal.
- iii. The evaluation of technical score shall be done during second round of bidding and the applicants meeting the minimum eligibility criteria only shall be called upon for presentation on a date and time as communicated by BMC. BMC shall accept no liability for failure on the part of the representatives of the Applicant to be present during the scheduled date and time for any reason whatsoever and a separate date for the same will not be provided.
- iv. The Applicant who achieves the score of **70 out 100 marks in technical evaluation** shall be eligible for opening of financial proposal.
- v. The marks to be awarded in the presentation shall be subjective in nature and shall rely upon the prudence of each committee members awarding the mark. The Average of marks awarded by each Committee member shall be considered as the final score towards presentation out of 30 marks assigned to the Applicant.

19. Evaluation of Financial Bid:

- i. BMC shall open the Financial Bids submitted online through the Odisha e-Procurement Portal (www.tendersodisha.gov.in) only of those Applicants whose Technical Bids have been found responsive and who have secured the minimum qualifying technical score prescribed in this RFP. The Financial Bids of Applicants whose Technical Bids are declared non-responsive or who fail to secure the minimum qualifying technical score shall not be opened.
- ii. The Financial Bid shall be submitted online in the prescribed Excel/BOQ format through www.tendersodisha.gov.in. The Applicant shall quote the Monthly Lump Sum Cost for execution of the complete Scope of Work as defined in this RFP.
- iii. BMC shall notify the technically qualified Applicants regarding the date, time and venue/mode of opening of the Financial Bids.
- iv. The Financial Bids of all technically qualified Applicants shall be evaluated on the basis of the Monthly Lump Sum Cost quoted by the Applicants.
- v. The Financial Bids shall be scrutinized to ensure that the quoted amount is complete and free from arithmetical/computational errors. In case of any discrepancy, the treatment of such discrepancy shall be as per the provisions of the Odisha e-Procurement system and the terms of this RFP.
- vi. The Applicant quoting the lowest validated Monthly Lump Sum Cost shall be ranked as L1 and shall be considered for selection for award of the work, subject to fulfilment of all eligibility criteria, terms and conditions of the RFP.

- vii. In case the L1 Applicant fails to comply with the requirements of the RFP, fails to submit the required Performance Security, fails to execute the Agreement, or otherwise becomes ineligible for award, BMC may offer the work to the L2 Applicant at the L1 quoted Monthly Lump Sum Cost. If the L2 Applicant agrees to match the L1 quoted Monthly Lump Sum Cost and fulfils all eligibility criteria, terms and conditions of the RFP, the work may be awarded to the L2 Applicant.

20. Issue of the Letter of Award and execution of the Contract Agreement

- i. Subsequent to the selection of a Successful Bidder, a letter of award ("LoA" or "Letter of Award") shall be issued to the Successful Bidder by BMC and upon receipt the successful Bidder within 7 (Seven) days from the date of issue of the LoA, shall send an acknowledgement agreeing to comply with the conditions set out therein and to execute the Contract Agreement. BMC will promptly notify other Applicants that they have been unsuccessful and their Bid Security shall be returned without interest within 15 days, of the signing of the Contract Agreement with the Selected Applicant.
- ii. Failure by the Successful Applicant to comply with the requirements mentioned herein above shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security

21. Contacts during Bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time BMC makes official intimation of award/rejection to the Applicants. While the Bids are under consideration, Applicants and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, BMC and/or their employees/representatives/advisers on matters related to the Bids under consideration.

22. Performance Security and Agreement:

BMC shall issue a letter of award (LoA) along with the Draft Contract Agreement to the selected Bidder within 15 days from the opening of the financial proposals. Within 15 days of such issuance, the selected firm is required to submit a Performance Security in the form of Bank Guarantee for an amount equivalent to 5% of the Annual contract value and enter into the contract agreement with BMC and start the work on an immediate basis.

23. Fraud and Corrupt Practices

- i. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Contract Agreement.

Notwithstanding anything to the contrary contained herein, in the LoA or the Contract Agreement, BMC may reject a Bid, withdraw the LoA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Applicant or Contract, as the case may be, if it determines that the Applicant or Operator, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, BMC shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to BMC under the Bidding Documents and/or the Contract Agreement or otherwise.

- ii. Without prejudice to the rights of BMC under Clause 39 (a) hereinabove and the rights and remedies which BMC may have under the LoA or the Contract Agreement, or otherwise, if a Applicant or Agency, as the case may be, is found by BMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Contract Agreement, such Applicant or Operator shall not be eligible to participate in any tender or RFP issued by BMC during a period of Five years from the date such Applicant or Operator, as the case may be, is found by BMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- iii. For the purposes of this, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BMC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of Five year from the date such official resigns or retires from or otherwise ceases to be in the service of BMC shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;

- (b) "**Fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the BMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

C.TERMS OF REFERENCE

1. Objective

The objective of this Request for Proposal (RFP) is to select and engage a competent Agency/NGO for providing comprehensive 24x7 round-the-clock cleaning, sweeping, sanitation, waste collection, transportation and allied housekeeping services at the Ideal Bus Stand adjacent to Inter-State Bus Terminal (ISBT), Baramunda, Bhubaneswar. The selected Agency/NGO shall be responsible for maintaining the entire premises in a clean, hygienic, safe and aesthetically pleasing condition through deployment of adequate manpower, supervisory personnel, vehicles, equipment, tools and consumables in accordance with the Scope of Work and Service Level Standards prescribed by Bhubaneswar Municipal Corporation (BMC).

The assignment aims to ensure continuous cleanliness and proper sanitation management of the Ideal Bus Stand, which caters to a large number of buses, passengers, visitors and other stakeholders on a daily basis, thereby enhancing public health, environmental hygiene, commuter convenience and the overall image of Bhubaneswar as a clean and smart city.

The Agency/NGO shall ensure efficient collection, handling and transportation of waste, prompt redressal of sanitation-related issues, regular monitoring of cleanliness standards and execution of special cleanliness drives as directed by BMC from time to time..

2. Duration of the Contract

The Contract shall remain valid for a period of One (01) Year from the date of signing of the Agreement or issuance of Work Order, whichever is later.

The selected Agency/NGO shall commence the services within the time specified by Bhubaneswar Municipal Corporation (BMC) and shall provide uninterrupted 24x7 round-the-clock cleaning, sweeping, sanitation, waste collection, transportation and allied services throughout the contract period. The performance of the Agency/NGO shall be monitored and reviewed periodically by BMC based on compliance with the Scope of Work, deployment of manpower and vehicles, service quality, cleanliness standards and other contractual obligations.

Subject to satisfactory performance of the Agency/NGO and requirement of BMC, the Contract may be extended for a further period of One (01) Year on the same terms and conditions, with mutually agreed rate escalation, if any, and subject to approval of the Competent Authority. However, extension of the Contract shall not be claimed as a matter of right by the Agency/NGO and shall be solely at the discretion of BMC based on performance evaluation and administrative requirement.

BMC reserves the right to terminate the Contract before expiry of the contract period in accordance with the provisions of the Agreement in case of unsatisfactory performance, breach of contractual obligations, non-deployment of required resources or violation of applicable laws and regulations.

3. Escalation:

Escalation shall not be applicable during the initial contract period of One (01) Year from the date of commencement of the services. The quoted Monthly Lump Sum Cost shall remain firm and binding throughout the initial contract period, and the Bidder shall make its financial offer after duly considering all anticipated increases in wages, including Variable Dearness Allowance (VDA), during the said period.

In the event the Contract is extended beyond the initial period of One (01) Year by BMC with the approval of the Competent Authority, escalation, if any, may be considered only after completion of the initial one-year contract period. Such escalation shall be restricted solely to the labour component and shall be limited to the actual differential increase in the applicable minimum wage rates, multiplied by the minimum manpower deployment prescribed/approved under the RFP/Agreement, including any subsequent amendments thereto.

No escalation shall be admissible towards fuel, repair and maintenance of vehicles/equipment, cleaning equipment, tools, consumables, overheads, profit or any other cost component.

Any revision in minimum wages/VDA occurring during the initial one-year contract period shall be borne entirely by the Selected Agency/NGO and shall be deemed to have been factored into the Financial Bid. No additional claim on account of any interim revision in minimum wages/VDA during the initial contract period shall be entertained by BMC..

4. Scope of Work

The selected Agency/NGO shall be responsible for providing comprehensive 24x7 round-the-clock cleaning, sweeping, sanitation, waste collection, transportation, housekeeping and allied sanitation services at the Ideal Bus Stand adjacent to Inter-State Bus Terminal (ISBT), Baramunda, Bhubaneswar, including all areas falling within the premises as identified/directed by BMC. The Agency/NGO shall maintain the entire premises in a clean, hygienic, litter-free and aesthetically acceptable condition throughout the contract period by deploying the required manpower, supervisors, vehicles, tools, equipment, consumables and other resources as specified in the approved deployment plan.

4.1 Deployment of Manpower and Resources

1. The Agency/NGO shall deploy adequate and trained manpower, supervisory personnel, vehicles, tools, equipment and consumables for uninterrupted execution of the services.
2. The Agency/NGO shall deploy sanitation workers in **three shifts** to ensure uninterrupted 24x7 sanitation services.
3. The deployed manpower shall work in three shifts:
 - **Shift-I: 06:00 AM to 02:00 PM**
 - **Shift-II: 02:00 PM to 10:00 PM**
 - **Shift-III: 10:00 PM to 06:00 AM**

4. One Supervisor shall be deployed in each shift for effective supervision, attendance management, deployment of manpower, inspection of cleanliness, grievance handling and coordination with BMC officials.
5. The Agency/NGO shall ensure that adequate manpower is available at all times. Any absenteeism shall be immediately compensated through suitable replacement manpower so that the required level of service is not affected.
6. The Agency/NGO shall deploy the required vehicle(s) for collection and transportation of waste from the Bus Stand to the designated disposal/processing facility as directed by BMC.
7. All manpower shall be provided with proper **uniform, identity card, reflective jacket, gloves, masks, gumboots/safety shoes and other necessary Personal Protective Equipment (PPE)** appropriate to the nature of work.
8. The Agency/NGO shall ensure that all deployed personnel maintain proper discipline, cleanliness, personal hygiene and professional conduct while on duty.

4.2 Summary of Indicative Deployment

Sl. No.	Particulars	Quantity
1	Sanitation Labourers (1st Shift)	10 Nos.
2	Sanitation Labourers (2nd Shift)	10 Nos.
3	Sanitation Labourers (3rd Shift)	10 Nos.
	Total Labourers	30 Nos.
4	Supervisor	3 No. (each shift @ 1No)
5	Waste Collection & Transportation Vehicle	1 No.
6	Dustbins	7 Nos.
7	Push Carts	7 Nos.

NB: *The above deployment quantities are indicative and provided solely for reference and estimation purposes. Each Applicant/Agency/NGO shall undertake an independent site/field assessment of the Ideal Bus Stand, Baramunda, including the area to be covered, passenger footfall, operational requirements, sanitation workload and other relevant site conditions, and shall determine the actual manpower, vehicles, equipment, dustbins, push carts and other resources required for effective and uninterrupted 24x7 service.*

The Applicant shall accordingly quote its financial offer based on its own assessment and proposed deployment plan. BMC shall not be responsible for any variation between the indicative quantities provided in the RFP and the actual resources assessed or deployed by the selected Agency/NGO.

4.3 **Cleaning and Sweeping Services**

The Agency/NGO shall undertake regular and continuous cleaning and sweeping of the entire premises, including but not limited to:

- a. Bus parking and circulation areas;
- b. Passenger waiting areas and common areas;
- c. Entry and exit areas;

- d. Internal roads, pathways and pedestrian areas;
- e. Platform/boarding and alighting areas;
- f. Open spaces and other accessible areas within the premises;
- g. Areas around shops, kiosks, public facilities and other common-use areas, as directed by BMC;
- h. Corners, edges, junctions and other locations where litter or waste is likely to accumulate;
- i. Removal of litter, paper, plastic, food waste and other scattered waste on a continuous basis.
- j. Immediate cleaning of any area found dirty or littered during inspection.

Sweeping shall be carried out manually and/or mechanically, as considered necessary, and the premises shall be maintained in a litter-free condition throughout the day and night.

4.4 Waste Collection, Handling and Transportation

- a) Waste generated within the Bus Stand premises shall be collected regularly from designated points and from individual dustbins placed within the premises.
- b) Waste shall not be allowed to accumulate or remain unattended for prolonged periods.
- c) The Agency/NGO shall undertake door-to-door/point-to-point collection from shops, kiosks, commercial establishments and other designated locations within the premises, wherever directed by BMC.
- d) Waste collected shall be transported in a proper covered/closed vehicle to the designated waste processing/disposal facility identified by BMC.
- e) The Agency/NGO shall ensure that no waste is dumped, burnt, buried or disposed of at any unauthorized location.
- f) Spillage of waste during collection and transportation shall be immediately cleaned by the Agency/NGO.
- g) The Agency/NGO shall facilitate segregation of waste at source and ensure separate handling of dry, wet and other categories of waste, wherever such segregation is prescribed by BMC.
- h) Dustbins and waste collection points shall be cleaned regularly and shall not be allowed to overflow.

4.5 Dustbins, Push Carts and Sanitation Equipment

- a) The Agency/NGO shall provide and maintain the required dustbins, push carts, brooms, brushes, shovels, pans, buckets, mops, cleaning tools and other necessary equipment for execution of the work.
- b) Dustbins shall be placed at suitable locations as directed by BMC and shall be regularly emptied, cleaned and maintained.
- c) Push carts shall be used for efficient collection and movement of waste within the premises.
- d) All tools, equipment and vehicles deployed for the work shall be maintained in proper working condition at all times.

- e) The Agency/NGO shall ensure that adequate stocks of cleaning materials and consumables are available for uninterrupted service.

4.6 Housekeeping and Sanitation Activities

The Agency/NGO shall undertake all routine housekeeping and allied sanitation activities required for maintaining the premises in a clean and hygienic condition, including:

- a) Litter picking and removal of scattered waste;
- b) Cleaning of floors and common areas;
- c) Cleaning of corners, edges and difficult-to-reach areas;
- d) Removal of cobwebs, dust and accumulated dirt
- e) Cleaning around dustbins and waste collection points;
- f) Cleaning of stains and other visible dirt from common areas;
- g) Removal of unwanted waste/materials as directed by BMC; and
- h) Such other routine sanitation and housekeeping activities as may be reasonably required for maintaining cleanliness of the premises.

4.7 Drain and Waterlogging Management

The Agency/NGO shall undertake routine removal of visible litter, silt, leaves and other waste from accessible surface drains and drain openings within the premises, as directed by BMC.

In the event of waterlogging due to blockage of drains or accumulation of waste, the Agency/NGO shall immediately deploy manpower for removal of floating waste and other obstructions within its scope and shall promptly inform BMC regarding the matter.

4.8 Special Cleaning and Emergency Response

- a) The Agency/NGO shall undertake special cleaning drives whenever directed by BMC.
- b) Additional cleaning shall be undertaken during festivals, public events, VIP visits, special occasions, peak passenger movement or any other situation requiring enhanced sanitation arrangements.
- c) The Agency/NGO shall immediately respond to complaints relating to littering, waste accumulation, spillage or other sanitation deficiencies.
- d) In case of any unusual accumulation of waste or emergency sanitation requirement, the Agency/NGO shall deploy additional manpower/resources as directed by BMC, within the scope of the contract.

4.9 Supervision, Monitoring and Attendance

- a) The Supervisor shall conduct regular inspection of the premises during the respective shift and ensure compliance with the prescribed cleanliness standards.
- b) The Agency/NGO shall maintain daily attendance and deployment records

of all personnel.

- c) The Agency/NGO shall maintain shift-wise records of manpower deployment, waste collection, transportation and other major activities undertaken.
- d) The Agency/NGO shall nominate a responsible representative for coordination with BMC and shall ensure his/her availability whenever required.
- e) BMC officials shall have the right to inspect the premises, deployment of manpower, vehicles, equipment and records at any time during the contract period.
- f) The Agency/NGO shall promptly rectify any deficiency pointed out by BMC officials.

4.10 Grievance Redressal

The Agency/NGO shall establish an effective mechanism for receiving and addressing sanitation-related complaints and shall ensure prompt rectification of such complaints.

Any complaint received from BMC regarding inadequate cleaning, waste accumulation, overflowing dustbins, absenteeism or any other deficiency shall be attended to without delay.

4.11 Statutory Compliance and Safety

- a) The Agency/NGO shall comply with all applicable labour, safety, environmental, municipal and other statutory provisions during execution of the work.
- b) The Agency/NGO shall comply with the minimum wages and other statutory benefits applicable to the deployed manpower as notified by the competent authority from time to time.
- c) The Agency/NGO shall be solely responsible for the safety and welfare of its deployed manpower.
- d) No child labour shall be engaged under the contract.
- e) The Agency/NGO shall ensure that its personnel do not engage in any activity that causes inconvenience, obstruction or nuisance to passengers, bus operators, shopkeepers or other users of the Bus Stand.

4.12 Reporting and Records

The Agency/NGO shall maintain and submit, as required by BMC:

- a) Daily manpower attendance and deployment statement;
- b) Shift-wise deployment records;
- c) Vehicle deployment and waste transportation records;
- d) Daily/periodic sanitation activity reports;
- e) Complaint and grievance records;
- f) Records of special cleaning drives;
- g) Details of absenteeism and replacement manpower and

- h) Any other information/report required by BMC for monitoring and payment purposes.

4.13 General Responsibilities

- a) The Agency/NGO shall be responsible for maintaining the entire assigned premises in a clean, hygienic, litter-free and presentable condition on a 24x7 basis.
- b) The Agency/NGO shall arrange all necessary minor tools, cleaning implements, PPE and consumables required for day-to-day execution of the services.
- c) The Agency/NGO shall ensure that no unauthorized person is deployed for the work.
- d) Any loss, damage or negligence attributable to the Agency/NGO or its personnel shall be dealt with as per the provisions of the Agreement.
- e) The Agency/NGO shall comply with all instructions issued by BMC from time to time for improvement of sanitation and cleanliness services.
- f) The Agency/NGO shall ensure that the services are performed in a manner that does not cause obstruction to the normal operation of the Bus Stand.
- g) The Agency/NGO shall perform any other incidental or allied sanitation activity reasonably required for maintaining cleanliness and hygiene of the Ideal Bus Stand, as directed by BMC, within the scope and terms of the contract.

5. Employment Norms and Statutory Compliances

- a) The Agency shall deploy Sanitation Labourers under the Unskilled category and Supervisors under the Semi-Skilled category, as per applicable Minimum Wage Notifications of the Government of Odisha.
- b) The Agency shall comply with all applicable labour laws and statutory requirements, including EPF and ESI provisions, for all eligible deployed personnel.
- c) Wages shall be paid to all deployed personnel not less than the applicable minimum wages and within the prescribed time.
- d) The Agency shall maintain and submit EPF/ESI challans, wage payment records and other statutory compliance documents to BMC as and when required.
- e) The Agency shall be solely responsible for the employment, welfare, safety and statutory compliance of all deployed manpower.

6. Service Level Standards and Penalty

The Selected Agency shall maintain the prescribed Service Level Standards throughout the Contract Period. Failure to achieve the prescribed standards shall attract penalties as indicated below. The penalties may be recovered from the monthly bills, Performance Security or any other dues payable to the Agency, without prejudice to any other rights available to Bhubaneswar Municipal Corporation (BMC) under the Contract.

Table: Service Level Standards and Penalty

Sl. No.	Nature of Default	Service Level Requirement	Penalty
1	Short deployment of sanitation workers	100% manpower deployment as approved by BMC	Rs.1,000/- per worker per shift per day
2	Absence of Supervisor	One Supervisor to remain available during all operational hours	Rs.2,000/- per day
3	Non-deployment of waste collection vehicle	Vehicle to be deployed as per approved schedule	Rs.5,000/- per day per vehicle
4	Delay in collection and transportation of waste	Waste shall be removed within the prescribed schedule	Rs.2,000/- per instance
5	Overflowing bins, littering or accumulation of waste	Bus Stand premises shall remain clean at all times	Rs.1,000/- per location per inspection
6	Failure to maintain toilets, urinals or wash areas in hygienic condition	Clean and functional throughout the day	Rs.2,000/- per instance
7	Non-availability of cleaning tools, dustbins, push carts or consumables	Required resources shall always remain available	Rs.1,000/- per instance
8	Failure to attend complaints within one hour	Complaint shall be resolved within one hour of reporting	Rs.1,000/- per complaint
9	Failure to maintain attendance records, logbooks or deployment registers	Records shall be updated and produced whenever required	Rs.500/- per instance
10	Failure to comply with instructions issued by BMC	Compliance within the stipulated time	Rs.2,000/- per instance
11	Non-use of PPE by deployed personnel	100% use of PPE by all deployed staff	Rs.500/- per worker
12	Any unsafe, unhygienic or unsatisfactory service noticed during inspection	Service standards shall conform to the RFP and directions of BMC	Rs.5,000/- per instance
13.	Non-compliance with EPF/ESI	Failure to deposit EPF/ESI contributions within the prescribed time or failure to submit valid challans/records	Rs.2,000/- per instance, in addition to recovery of applicable statutory dues

APPENDIX I- LETTER FOR THE BID

[On the letter head of the Bidder]

No:

Dated:

To,

The Commissioner,
Bhubaneswar Municipal Corporation
Bhubaneswar-751022, Odisha

Sub: Submission of Request for Proposal for Selection of Agency/NGO for Comprehensive Sanitation Services at the Ideal Bus Stand adjoining ISBT, Baramunda, Bhubaneswar”.

Sir,

With reference to your RFP 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 BMC 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 BMC any additional information it may find necessary or require to supplement or authenticate the submissions.
4. I/We acknowledge the right of BMC 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 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.
6. I/ We certify that we are not barred/blacklisted 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. I/We declare that:
- (a) I/We have examined and have no reservations to the Project Documents, including any addendum issued by BMC;
 - (b) I/We do not have any Conflict of Interest;
 - (c) I/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, as defined in the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with BMC or any other public sector enterprise or any government, Central or State;
 - (d) I/We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for me/ us or on my/our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
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 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 as an individual applying for the Project.
11. I/We certify that I/we 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 Annex IV in Appendix I of the RFP, duly signed, is enclosed. The Power of Attorney for signing of Bid as per format provided at Appendix III 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 liable for all our obligations under the Contract Agreement as per the provisions set out therein.

17. I/We agree that we have not submitted the bids as a Joint Venture between two or more firms.

I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the authorized signatory with seal)

Place: (Name and designation of the authorized signatory)

APPENDIX I -ANNEX I: DETAILS OF BIDDER
[On the letter head of the Bidding Agency/NGO]

Original or copy No:

Dated:

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate, MOA and AOA):
 - (e) GST No:
 - (f) PAN No:
 - (g) CIN:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/communication from the Bidder :
 - (a) Name:
 - (b) Designation:
 - (c) Agency/NGO:
 - (d) Address:
 - (e) Telephone:
 - (f) E-mail:
 - (g) Fax:
4. Particulars of the authorized signatory of the Bidder Agency/NGO:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone:
 - (e) Fax:

(f) The following information shall also be provided by the Bidder:

Name of Agency/NGO:

No.	Criteria	Yes	No
1.	Has the Bidder solely or as a member of any Consortium been barred/blacklisted by the Central/ any State Government, or any entity controlled by them, from participating in any similar work?		
2.	If the answer to 1 is yes, does the bar still subsist?		
3.	Has the Bidder paid liquidated damages of more than% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last years?		

6. A statement by the Bidder disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past.

Yours faithfully,

Date: (Signature of the authorized signatory with seal)

Place: (Name and designation of the authorized signatory)

APPENDIX I – ANNEX II: TECHNICAL CAPACITY OF THE BIDDER
Format for the project information sheet

Sl. No.	Particulars	Details
1	Name of the Bidder	
2	Name & Location of Project	
3	Name of Client/ULB/Government Authority PSU/Public Institution	
4	Nature of Services	
5	Date of Commencement	
6	Date of Completion / Ongoing	
7	Contract Duration	
8	No. of Sanitation/Field Manpower Deployed	
9	Whether 30 or more manpower deployed continuously for 1 year	Yes / No
10	Contract Value	Rs.
11	Name & Contact Details of Client Officer	
12	Brief Description of Work	
13	Satisfactory Performance	Yes / No

Note:

1. The Bidder may submit more than one project.
2. Each project shall be supported by Work Order/Agreement and Completion/Satisfactory Performance Certificate or Ongoing Contract Certificate.
3. The experience shall conform to the eligibility criteria prescribed in the RFP, including the requirement of **minimum one-year continuous service and deployment of at least 30 field personnel**, wherever applicable.

Yours faithfully,

Date: (Signature of the authorized signatory with seal)

Place: (Name and designation of the authorized signatory)

APPENDIX I – ANNEX III: FINANCIAL CAPACITY OF THE BIDDER
[On the letter head of the Bidding Company]

(In INR)

Bidder type	Turnover FY 2022-23	Turnover FY 2023-24	Turnover FY 2024-25
Single Legal Entity Bidder			
Average Turnover in Rs.			

Instructions:

1. The Bidder will attach copies of the balance sheets, financial statements and audited annual reports for 3 Financial Years (2022-23, 2023-24 and 2024-25) preceding the Bid Due Date. The financial statements will:
 - a. reflect the financial situation of the Bidder;
 - 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 will provide an Auditor's Certificate with UDIN No specifying the Turnover for the FY 2022-23, 2023-24 and 2024-25.**

Yours faithfully,

Date: (Signature of the authorized signatory with seal)

Place: (Name and designation of the authorized signatory)

APPENDIX I – ANNEX IV: STATEMENT OF LEGAL CAPACITY

(On the letterhead of the Bidder)

To:

Date:

The Commissioner,
Bhubaneswar Municipal Corporation
Bhubaneswar, Odisha

Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that [] (insert individual's name) will act as our representative 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 with seal)

APPENDIX II- BANK GUARANTEE FOR BID SECURITY

Address of the guarantor bank: []

Address of the beneficiary: The Commissioner, Bhubaneswar Municipal Corporation,
BMC-ICOMC building, Unit-IX, Bhubaneswar-751022

We, the undersigned [] (the "**Guarantor**"), in order to enable [] to bid for the implementation of the project named "***Selection of Agency/NGO for Comprehensive Sanitation Services at the Ideal Bus Stand adjoining ISBT, Baramunda, Bhubaneswar***". in the city of Bhubaneswar, State of Odisha a, hereby irrevocably and independently guarantee to pay to you an amount up to a total of **Rs. 50,000/- (Rupees Fifty Thousands)** only waiving all objections and defenses.

We shall effect payments under this guarantee on your first written demand, which must be accompanied by your confirmation that you have accepted the above-mentioned bid and that the firm [] is no longer prepared to abide by this bid.

This guarantee shall remain in full force for a period of 180 days from the Bid Submission Deadline (as defined in the RFP).

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of India and shall be subject to the exclusive jurisdiction of the High Court of Odisha

Date

Guarantor

APPENDIX III- POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on stamp paper of appropriate value)

[I ☐] (Name of the Agency/NGO) incorporated under the laws of India and having its registered office at ☐ “**Agency/NGO**” 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 namely ***Selection of Agency/NGO for Comprehensive Sanitation Services at the Ideal Bus Stand adjoining ISBT, Baramunda, Bhubaneswar*** pursuant to the RFP dated ☐ (“**RFP**”) issued by the Bhubaneswar Municipal Corporation (“**BMC**”) 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 and providing information/responses to BMC, representing us in all matters before BMC, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with BMC 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 Bhubaneswar 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 , 2025.

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 executant(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.

APPENDIX IV- 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 thisday of, 2025

(Name of the Bidder)

.....

(Signature of the Bidder / Authorised Person with seal)

.....

(Name of the Authorised Person)

APPENDIX V- FORMAT OF FINANCIAL BID

To be submitted online in the excel format available in the web portal
www.tendersodisha.gov.in

**APPENDIX VI- FORMAT FOR CLARIFICATIONS / AMENDMENTS IN THE
BIDDING DOCUMENTS**

No.	Document Name	Clause No.	Existing Provision	Clarification Required*	Suggested Text for Amendment*	Rationale for the Clarification or Amendment

** Select and fill in either column*

This format shall be used in excel for submitting requests for clarifications/amendments on the Bidding Documents according to the relevant provisions of this RFP.

.....

Name:

Date:

Place:

APPENDIX-VII (AFFIDAVIT BY THE BIDDER)

(Not below denomination of Rs.100/- in Non Judicial Stamp Paper)

Affidavit

I , Sri..... Aged Son/daughter of Sri.....Address:..... power of Attorney Holder of M/s(Firm/Company name) hereby declare that with respect to RFPs floated by Bhubaneswar Municipal Corporation for selection of Operator for ***Selection of Agency/NGO for Comprehensive Sanitation Services at the Ideal Bus Stand adjoining ISBT, Baramunda, Bhubaneswar***”, We hereby undertake that, if our Agency/NGO is selected as the Lowest Bidder (L1), we shall execute the Contract Agreement with Bhubaneswar Municipal Corporation, submit the required Performance Security and comply with all the terms and conditions of the RFP. We further undertake that our Agency/NGO shall abide by the decision of Bhubaneswar Municipal Corporation regarding acceptance of our Financial Proposal and award of the work, in accordance with the provisions of the RFP.

That, this Affidavit is required to be produced before the concerned Authority, Commissioner, Bhubaneswar Municipal Corporation for necessary information and action.

The facts stated above are true to the best of my Knowledge.

Dated thisday of, 2023...

Identified by Me

Deponent

Advocate

// Sworn Before Me//

Notary Public: BBSR

Deponent

APPENDIX-VIII (AFFIDAVIT BY THE BIDDER FOR BLACKLISTING)

(Not below denomination of Rs.100/- in Non Judicial Stamp Paper)

Affidavit

I, Sri..... Aged Son/daughter of
Sri.....Address:..... power of Attorney Holder of
M/s (Firm/Company name)) hereby declare that I/We 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. I/ We also declare 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).

That, this Affidavit is required to be produced before the concerned Authority,
Commissioner, Bhubaneswar Municipal Corporation for necessary information and
action.

The facts stated above are true to the best of my Knowledge.

Dated thisday of, 2023...

Identified by Me

Deponent

Advocate

// Sworn Before Me//

Notary Public: BBSR

Deponent

**APPENDIX-IX (AFFIDAVIT BY THE BIDDER FOR NON-SUBMISSION OF BID
BY ANY RELATED FIRM/COMPANY)**

(Not below denomination of Rs.100/- in Non Judicial Stamp Paper)

Affidavit

I , Sri..... Aged Son/daughter of
Sri.....Address:..... power of Attorney Holder
of M/s(Firm/Company name)) hereby declare that none of our Associate
company/Subsidiary Company /company having same Director/s as in case of our
agency/any company having Common control as in case of our agency have submitted its
bid for any of the 6 Packages. In case, Bhubaneswar Municipal Corporation finds any
such things in future then it has the right to terminate our services and blacklist our agency.

That, this Affidavit is required to be produced before the concerned Authority,
Commissioner, Bhubaneswar Municipal Corporation for necessary information and
action.

The facts stated above are true to the best of my Knowledge.

Dated thisday of, 2023...

Identified by Me

Deponent

Advocate

// Sworn Before Me//

Notary Public: BBSR

Deponen

ANNEXURE-A1 (E-TENDERING PROCEDURE)

PROCEDURE UNDER E-TENDERING

INSTRUCTIONS TO APPLICANTS

DEFINITIONS:

- a) Tender portal: The e-Procurement Portal of Government of Odisha introduced for the process of e-Tendering which can be accessed on <https://www.tendersodisha.gov.in>.
- b) Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (CA) as stipulated by Controller of Certifying Authorities (CCA), Government of India such as n- Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.
- c) For all purpose, the server time displayed in the e-Procurement portal shall be the time to be followed by all the users.

Words in capital and not defined in this document shall have the same meaning as in the Request for Proposal (“BID”).

1. PARTICIPATION IN BID:

1.1 PORTAL REGISTRATION:

The Contractor/Bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her Login ID and attach his/her valid Digital signature certificate (DSC) to his/her unique Login ID. He / She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for procurement of goods) /GST Certificate of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ VAT Clearance/GST Certificate. Any change of information by the bidder is to be re authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

1.2 Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint venture Company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

1.3 Any third party/company/person under a service contract for operation of e-Procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-

Procurement system irrespective of who operates the system.

2. LOGGING TO THE PORTAL:

The Contractor/Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

3. DOWNLOADING OF BID:

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

4. CLARIFICATION ON BID:

The bidder may ask question related to tender online in the e-procurement portal within the period of seeking clarification. The Officer inviting the bid /Procurement Officer-Publisher will clarify queries related to the tender.

5. PREPARATION & SUBMISSION OF BID

5.1 Detailed BID may be downloaded from Tender Portal for detail study and preparation of his bid and the Application may be submitted online following the instructions appearing on the screen.

5.2 The following shall be the form of various documents in the Application:

A. Only Electronic Form (to be uploaded on the Tender Portal)

(a) Power of Attorney for signing the Application

(b) Technical proposal as per format prescribed as per clause no 102 of BID

(c) Bid Security of Rs.50,000 (Rupees Fifty Thousands only) in shape of Demand Draft in Schedule Bank/Bank Guarantee of Nationalized bank/Scheduled Bank of India counter guaranteed by local branch at Bhubaneswar for validity of 180-day Bhubaneswar Payable at Bhubaneswar in favor of beneficiary mentioned in the Instruction to Bidder or as per DTCN

(d) Price Bid as per BOQ.

(e) Other documents as per requirement of BID.

5.3 The Applicant shall upload scanned copies of the documents as specified in

5.2(A) above on the Tender Portal in designated locations of Technical Proposal and Price Bid (BOQ) before the last date and time provided in the schedule.

5.4 It may be noted that the scanned copies can be prepared in file format i.e. PDF and/or JPEG only. The Applicants can upload a single file of size of 5 MB only but can upload multiple files.

5.5 The bidder shall log on to the portal with his /her DSC and more to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents.

5.6 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The Bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid.

The bids cannot be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.

5.7 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

5.8 The Bidder should ensure clarity/legibility of the document uploaded by him to the portal.

5.9 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender

5.10 The bidder should check the system generated confirmation statement on the status of the submission.

5.11 The Bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

5.12 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

5.13 The Bidder is required to upload documents related to his eligibility criteria and qualification information and Price Bid (BOQ) duly filled in.

5.14 The Bidder will not be able to submit his bid after expire of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.

6. SIGNING OF BID:

The 'online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness /authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his EMD/ Bid Security shall stand forfeited & his name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

7. SECURITY OF BID SUBMISSION:

7.1 All bid uploaded by the Bidder to the portal will be encrypted.

7.2 The encrypted Bid can only be decrypted / opened by the authorized openers on or after the due date and time.

8. RESUBMISSION AND WITHDRAWAL OF BIDS:

8.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

8.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.

8.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

8.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

8.5 The Bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

9 OPENING OF THE BID:

9.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

9.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

9.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

9.4 In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid, the bids will be opened at the appointed time on the next working day.

9.5 Combined bid security for more than one work is not acceptable.

10. DISCLAIMER

The Applicant must read all the instructions in the BID and submit the same accordingly.