REQUEST FOR PROPOSAL

Hiring of Light Commercial vehicle (Garbage Tippers) of 3.3 to 3.5 Cum capacity with partition of Wet & Dry waste for door-to-door collection of segregated Solid Waste in Bhubaneswar Municipal Corporation under 3 Packages.

BMC-ICOMC building, Unit-IX,

Bhubaneswar-751 022

A. BIDDING SCHEDULE

Date & Time of Publication of RFP **Availability of Request for Proposal document.**	**13.10.2026 at 11:00 AM** **(available in online portal of https://tendersodisha.gov.in/)**
Date, Time and venue for Pre-Bid Meeting	**Dt. 23.10.2026 at 12:00 noon. in the Conference Hall of Bhubaneswar Municipal Corporation at 4th Floor, BMC-ICOMC building, Satya Nagar, Bhubaneswar-751 022**
Last Date of Submission of Pre-bid Query by e-mail mailed to dc-sanitation@bmc.gov.in swmpmubmc@gmail.com	**Dt.23.10.2026 till 5:00 PM**
Last date for receipt of Technical and Financial proposals (Through speed / Registered post or Courier/Hand delivery)	**Dt. 09.11.2026 till 5:00 P.M**
Date and time of opening of technical proposals	**Dt. 10.11.2026 at 11.00 AM**
Date and Time for Technical presentation	**To be intimated separately**
Date and time of opening of financial proposals	**To be intimated separately**

B. INSTRUCTION TO BIDDERS

1. Location of the Work

Sanitation Service Jurisdiction of Bhubaneswar Municipal Corporation

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: -

a) The Applicant must be a legal entity duly incorporated or registered under the applicable laws of India and shall be eligible to enter into contracts as per the provisions of the applicable statutes, rules, and regulations. The Applicant may be a **Company registered under the Companies Act, a Partnership Firm, a Limited Liability Partnership (LLP), a Proprietorship Firm**. (***Attach Copy of Incorporation document***)

b) The Applicant must have valid registration under **Goods and Services Tax (GST) and Permanent Account Number (PAN)**

c) The applicant within the last **5 years** from the bid due date must possess an experience of **at least 1 year** in providing minimum **100 number** of Light Commercial Vehicle/Garbage Tippers having partition for segregated collection of dry and wet waste to any Urban Local Body/Govt. Organisations in India on hire basis or supplied or operated under any Solid Waste Management Contract.

For demonstrating eligibility, the applicant must submit a copy of the work order and experience certificate from the ULB certifying satisfactory performance.

OR

The applicant must be an authorised distributor of the Original Equipment Manufacturer (OEM) of Light Commercial Vehicle or the Original Equipment Manufacturer of Light Commercial Vehicle itself having prior experience within last 5 years from the last date of submission of tender towards sale of **at least 100 nos.** of Light Commercial Vehicles (LCV) cum Garbage Tippers to any Urban Local Body/Government Organisation/Public Sector Undertaking (PSU) in India within last **5 years** from the bid due date.

For demonstrating eligibility, the applicant must submit purchase requisition from the buyer party in case of Urban Local Body/Government Organisation/Public Sector Undertaking (PSU) in India.

For the purpose of this RFP and eligibility criteria, Light Commercial Vehicle shall mean **Light Commercial Vehicle (LCV) for Door-to-Door Collection** having a **specially fabricated, closed, containerised hopper with a capacity of 3 to 4 cum**, internally partitioned for segregated collection and

transportation of wet and dry waste, and equipped with a suitable tipping arrangement for unloading the collected waste.

d) The Applicant must have Average Annual turnover of minimum **INR 20.00 crores** in last three preceding financial years (**FY 2023-24, FY 2024-25 and FY 2025-26**). (***Attach certificate issued by Chartered Account with valid UDIN along with Audited Profit and Loss Statement***)

e) The Applicant must have a Net worth of **Rs. 5.00 crores as on 31.03.2026**. (***Attach certificate issued by Chartered Account with valid UDIN)***

f) No order towards **blacklisting/debarment** by any Central Government Department, State Government Department, Urban Local Body, PSU, or statutory authority must have subsisted **within last 5 years from the proposal submission date**. An undertaking to this effect shall be submitted. (***Attach Undertaking on a duly notarized Non-judicial Stamp Paper of Rs. 100/- value***)

g) No joint Venture of firms shall be allowed to participate in the bidding process.

h) The Applicant shall submit a valid **tie-up/association letter** from an **authorised service station of the concerned Original Equipment Manufacturer (OEM), located within Bhubaneswar City**, confirming availability of **preferential/priority repair and maintenance services** for the vehicle(s) proposed to be deployed under the tender to facilitate timely servicing, preventive maintenance and repair of the vehicles to ensure their **maximum availability and uninterrupted deployment** for the intended municipal services.

3. Format and Signing of proposal

The Bidder shall prepare and submit its proposal online through the designated e-Procurement Portal of Government of Odisha within the date and time prescribed in the Tender Document. The proposal shall comprise:

- **Technical Proposal**, containing all documents, certificates, declarations, undertakings and other information required under the Tender Document; and
- **Financial Proposal**, submitted exclusively through the prescribed online Financial Bid/BOQ module of the e-Procurement Portal.

a. All documents forming part of the Technical Proposal shall be uploaded in the **prescribed format**, wherever applicable, and shall be complete, legible and valid as on the date of submission of the bid.
b. Documents requiring signature shall be duly **signed/e-signed by the authorised signatory** of the Bidder before uploading. Wherever required under the e-Procurement system, the proposal shall be authenticated through a valid **Digital Signature Certificate (DSC)** of the authorised signatory.
c. The person digitally signing and submitting the bid shall be deemed to have been **duly authorised by the Bidder** to submit the proposal and to bind the Bidder in respect of all declarations, undertakings, statements and

commitments contained therein.

d. The Technical Proposal shall provide filled up forms from **FORM A to FORM H along with supporting documentary proof**
e. Wherever the Tender Document prescribes a specific **format, declaration, undertaking, affidavit or certificate**, the same shall be furnished in the prescribed form and duly signed by the authorised signatory before being uploaded.
f. Any correction, alteration, overwriting or amendment in any uploaded document shall be duly authenticated by the authorised signatory, wherever applicable.
g. The Bidder shall **not disclose any price, rate, financial information or other commercial quotation in the Technical Proposal**. Any such disclosure may render the bid liable for rejection.
h. The Financial Proposal shall be submitted **only through the online BOQ/Financial Bid module** provided in the e-Procurement Portal. The Bidder shall not modify the prescribed BOQ format except as specifically permitted by the Portal or the Tender Document.
i. The Bidder shall ensure that all required documents are **successfully uploaded, digitally signed wherever required and finally submitted** through the e-Procurement Portal before the stipulated closing date and time.
j. The Bidder shall be solely responsible for the **accuracy, completeness, authenticity and validity** of all information and documents submitted with the bid.
k. Submission of the bid through the e-Procurement Portal using the valid DSC of the authorised signatory shall be deemed to constitute the Bidder's **formal offer and acceptance of all the terms, conditions, specifications and requirements** contained in the Tender Document.
l. **No physical submission** of the Technical or Financial Proposal shall be required unless specifically stipulated by the Procuring Entity in the Tender Document. However, the Procuring Entity may require production of original documents for verification at any stage, wherever considered necessary.
m. The Bidder shall retain the system-generated acknowledgement/confirmation of successful online submission of the bid for future reference and shall produce the same whenever required.
n. The Procuring Entity shall not be responsible for any **delay, incomplete upload, unsuccessful submission or non-submission** of the bid arising from the Bidder's internet connectivity, hardware/software, browser, DSC, technical infrastructure or any other issue attributable to the Bidder.

4. Submission of Proposals

The Bidder shall submit the Technical Proposal and Financial Proposal strictly through the online e-Procurement Portal of Government of Odisha within the date and time prescribed in the Tender Document. The Technical Proposal shall contain all documents, certificates, declarations, affidavits, credentials and other

information required under the eligibility, qualification and technical conditions of the Tender Document, duly uploaded in the prescribed format and in accordance with the instructions of the e-Procurement Portal.

The Financial Proposal shall be submitted only through the designated online financial bid/BOQ module of the Portal in the prescribed format. The Bidder shall not indicate, disclose or upload any price, rate, financial implication or other financial information in the Technical Proposal, failing which the bid shall be liable for rejection. Any document required to be uploaded in support of the Technical Proposal shall be duly signed/e-signed, wherever applicable, by the authorised signatory of the Bidder and shall be legible and complete. The Bidder shall ensure that all documents are successfully uploaded and submitted before the stipulated deadline and shall be solely responsible for the correctness, completeness and authenticity of the information furnished.

Submission of the bid shall be deemed to constitute confirmation by the Bidder that it has carefully examined and accepted all terms and conditions of the Tender Document. Bids submitted after the prescribed date and time, through any mode other than the online e-Procurement Portal, or bids not accompanied by the documents/information required under the Tender Document, shall be dealt with in accordance with the applicable provisions of the Odisha Government e-Procurement procedure and the terms of the Tender Document.

The Procuring Entity shall not be responsible for any failure, delay or non-submission of the bid attributable to the Bidder, including connectivity, technical, hardware/software or other issues at the Bidder's end. The Bidder is advised to complete the online submission sufficiently in advance of the closing date and time and to retain the system-generated acknowledgement/confirmation of successful submission for future reference.

5. RFP Document Fee

a. The Bidder shall pay a **non-refundable RFP Document Fee of Rs. 11,800/- (Rupees Eleven Thousand Eight Hundred only), inclusive of applicable GST**, through the designated online payment mechanism of the Government of Odisha e-Procurement Portal.
b. The RFP Document Fee shall be paid **online within the prescribed date and time** specified in the RFP/e-Procurement Portal. No payment through Demand Draft, Banker's Cheque, Cash or any other physical mode shall be accepted unless specifically permitted in the RFP.
c. The Bidder shall ensure that the online payment is successfully completed and that the **payment status is reflected/confirmed on the e-Procurement Portal** before final submission of the bid.
d. The RFP Document Fee shall be **non-refundable under all circumstances**, irrespective of whether the Bidder is declared successful or unsuccessful, the bid is rejected, withdrawn or the tender process is cancelled, except where otherwise specifically decided by the Competent Authority.

e. A Bid submitted without payment of the prescribed RFP Document Fee, or where the payment is not successfully reflected/verified on the e-Procurement Portal within the stipulated time, shall be liable for **rejection as non-responsive**, unless such non-reflection is attributable to a technical issue of the e-Procurement Portal and is subsequently verified by the Procuring Entity.

f. The Bidder shall be solely responsible for ensuring **timely payment and successful completion of the online transaction**. The Procuring Entity shall not be responsible for any delay or failure in payment arising from the Bidder's bank, payment gateway, internet connectivity or other circumstances attributable to the Bidder.

g. The Bidder shall retain the **online payment acknowledgement/transaction details** generated by the e-Procurement Portal and shall produce the same in the technical proposal.

6. Earnest Money Deposit (EMD)

The Bidder shall furnish an Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakh only) as part of the bid, in either of the following modes, as permitted under the e-Procurement Portal and the Tender Document:

a) Online Payment:

The EMD may be deposited through the online payment facility available in the Government of Odisha e-Procurement Portal, within the stipulated date and time for submission of the bid. The Bidder shall ensure that the payment is successfully completed and is reflected/confirmed in the e-Procurement Portal.

OR

b) Bank Guarantee:

The EMD may be furnished in the form of an irrevocable and unconditional Bank Guarantee issued by any Scheduled Commercial Bank in favour of the Commissioner, Bhubaneswar Municipal Corporation, Bhubaneswar, payable at Bhubaneswar, for an amount of **Rs. 2,00,000/- (Rupees Two Lakh only)**.

i. Where the EMD is furnished in the form of Bank Guarantee, the original Bank Guarantee shall be submitted within 3 days from bid submission date and a scanned copy thereof shall be uploaded along with the Technical Proposal.

ii. The Bank Guarantee shall remain valid for a period 180 days and shall contain an undertaking by the issuing Bank to honour the claim made by the Commissioner, Bhubaneswar Municipal Corporation, without demur, protest or reference to the Bidder, subject to the terms of the Bank Guarantee.

iii. The EMD shall be liable to **forfeiture** in accordance with the provisions of the Tender Document, including in the event of withdrawal or modification of the bid during the bid validity period, failure of the successful Bidder to execute the Agreement, furnish the required Performance Security or comply with other conditions stipulated in the Tender Document.

iv. The EMD of unsuccessful Bidders shall be dealt with/returned in accordance with the applicable **Government of Odisha e-Procurement procedure and the terms of the Tender Document**.

v. The Bidder shall be solely responsible for ensuring **timely submission/payment of the EMD and successful reflection/verification thereof** in the e-Procurement Portal. Failure to furnish the prescribed EMD in an acceptable form within the stipulated time shall render the bid liable for rejection, subject to the applicable provisions regarding exemption, if any.

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.

b) EMD amount of INR 2,00,000/- (Rupees Two lakh only) in shape of Bank guarantee from any scheduled bank in favour of **"Commissioner, Bhubaneswar Municipal Corporation"**, payable at Bhubaneswar or deposit made through online tender portal.

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)

2. PART B (Financial Proposal)

The Bidder must submit the Financial Proposal as per the format uploaded in the e-procurement portal of Government of Odisha.

9. Modifications and Withdrawal of Proposals

No modifications to the Proposal shall be allowed once it is received by BMC, Bhubaneswar.

10. Pre-Bid Meeting

A pre-bid meeting as per the Bidding Schedule will be conducted at the BMC Conference Hall at 4th Floor of BMC-ICOMC building. The clarifications

sought for shall also be mailed to dc-sanitation@bmc.gov.in and swmpmubmc@gmail.com

11. Proposal Opening

a) The Technical Proposals received through the **Government of Odisha e-Procurement Portal** shall be opened online on the date and time specified in the RFP.
b) The Financial Proposals of only those Bidders found **technically responsive/qualified** shall be opened subsequently through the e-Procurement Portal on the date and time notified by the Procuring Entity.
c) The Bidders may participate in the opening process **online through the e-Procurement Portal**, and no physical presence shall be required.
d) In case of any change in the scheduled date/time of opening, the same shall be notified through the **e-Procurement Portal**.

12. 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

S. No.	Parameter	Total/ Maximum Marks
	FINANCIAL CAPACITY OF BIDDER	**30**
1	The Applicant must have Average Annual turnover of minimum **INR 20.00 crores** in last three preceding financial years (**FY 2023-24, FY 2024-25 and FY 2025-26**) • For **INR 20.00 crore** –15 marks • One additional mark shall be awarded for every additional turnover of **INR 2.00 crore**, or part thereof, above the minimum threshold of **INR 20.00 crore**, subject to a maximum of **5 additional marks**.	*20*
2	The Applicant must have a Net worth of **Rs. 5.00 crores as on 31.03.2026**. • For INR 5.00 –5 marks • One additional mark shall be awarded for every additional Net Worth of **INR 1.00 crore**, or part thereof, above the minimum threshold of **INR**	*10*

	5.00 crore, subject to a maximum of **5 additional marks**.	
3	PROOF OF EXPERIENCE IN THE LAST 5 YEARS	**40**
	Eligible Experience as per clause 2 (c) • 1 ULB/Government body/PSU – 15 marks • More than 1 ULB/Government body/PSU – 20 marks	*20*
4	Eligible Experience as per clause 2 (c) • 100 Light Commercial Vehicles cum Garbage Tippers – 15 marks • One additional mark shall be awarded for every additional deployment of 10 vehicles, or part thereof, above the minimum threshold of **100 nos. of** Light Commercial Vehicles cum Garbage Tippers, subject to a maximum of **5 additional marks**.	*20*
5	**APPROACH AND METHODOLOGY**	**30**
	Technical presentation on Technology, Work plan, Standard Parameters and Compliances The Applicants shall be invited for a **Power Point presentation** in front of the committee to be formed by /BMC to evaluate the presentation.	*30*
	TOTAL	**100**

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 needs to qualify for evaluation of the Financial Proposal is **70**.

3) **Opening of Financial Proposal**

a) Only those Bidders who secure the minimum qualifying technical score of 70 (Seventy) marks or above in the Technical Evaluation shall be declared technically qualified and shall be eligible for opening of the Financial Proposal.

b) The Financial Proposals of only technically qualified Bidders shall be opened on the date and time to be intimated by Bhubaneswar Municipal Corporation (BMC).

c) The Financial Evaluation shall be carried out on the basis of the Total Cost quoted by the Bidder in the Financial Proposal.

d) The Bidder quoting the lowest Total Cost (L1) among the technically qualified Bidders shall be considered for award of the work, subject to fulfilment of all terms and conditions of the RFP.

e) In case two or more technically qualified Bidders quote the same lowest Total Cost, the selection of the successful Bidder shall be made through a transparent lottery/drawl process in presence of the concerned Bidders and the authorized committee constituted by BMC, whose decision shall be final and binding on all Bidders.

f) BMC reserves the right to accept or reject any or all bids without assigning any reason thereof and its decision in this regard shall be final and binding.

13. Procedure for Determination of L1 and Allocation of Work Packages

a) The work under this RFP is divided into three (03) Work Packages. However, one Bidder shall ordinarily be eligible for award of only one (01) Work Package.

b) The Bill of Quantities (BoQ) shall provide for quotation of separate unit rates for (i) hiring of Electric Vehicles (EVs) and (ii) hiring of conventional Light Commercial Vehicles (LCVs) operated on fuel. The overall evaluated bid price of each technically qualified Bidder shall be determined by applying the quoted unit rates to the respective estimated quantities specified in the BoQ and aggregating the resulting amounts. The overall L1, L2, L3 and subsequent positions shall be determined on the basis of the combined evaluated bid prices.

c) Where the Bidder emerging as overall L1 has not quoted the lowest unit rate in respect of one or both BOQ items, the said Bidder shall first be requested to match the lowest valid unit rate quoted by any technically qualified Bidder for the respective item(s) in which its quoted rate is higher. Upon acceptance of such rate matching, the corresponding revised unit rate(s) shall be incorporated into its financial offer, and the resulting combined evaluated price shall be treated as the final L1 price for the purpose of allocation of the Work Packages, subject to the applicable procurement rules and approval of the competent authority. Where the overall L1 Bidder has already quoted the lowest unit rates for both BOQ items, its quoted rates shall be treated as the final L1 rates.

d) Work Package No. 1 shall be awarded to the overall L1 Bidder at the final L1 unit rates determined in accordance with Clause (b) above, subject to fulfilment of all other terms and conditions of the RFP.

e) The final L1 unit rates for both BOQ items shall be offered to the overall L2 Bidder for acceptance in respect of Work Package No. 2 and to the overall L3 Bidder for acceptance in respect of Work Package No. 3. The respective Work Package shall be awarded to the concerned Bidder only upon its written acceptance of the final L1 unit rates for both BOQ items and fulfilment of all other requirements of the RFP. Such acceptance shall apply to the entire BoQ and shall not be restricted to either of the two individual items.

f) **Non-acceptance of Final L1 Rates:** In the event that the overall L2 Bidder declines to accept the final L1 unit rates for Work Package No. 2, the offer shall be made to the next eligible Bidder in the order of evaluated ranking, beginning with L4, followed by L5 and subsequent eligible Bidders, as applicable, until the Work Package is awarded at the final L1 unit rates or the eligible Bidders are exhausted. Similarly, in the event that the overall L3 Bidder declines to accept the final L1 unit rates for Work Package No. 3, the offer shall be made to the next eligible Bidder in the order of evaluated ranking, beginning with L4, followed by L5 and subsequent eligible Bidders, as applicable. For this purpose, any Bidder already awarded a Work Package shall ordinarily not be considered for another Work Package, unless otherwise decided by BMC in accordance with Clause (f) below.

g) **Failure to Award Work Packages at Final L1 Rates**: If, after following the above procedure, either or both Work Package Nos. 2 and 3 remain unawarded at the final L1 unit rates, BMC reserves the right, in the interest of the Corporation and subject to applicable procurement rules, either to permit the award of more than one Work Package to a single eligible Bidder at the final L1 unit rates or to re-tender the unawarded Work Package(s), as deemed appropriate by the Corporation.

h) **No Vested Right and Reservation of BMC's Authority**: The above procedure shall not confer any vested right upon any Bidder to the award of any particular Work Package. BMC reserves the right to take an appropriate decision regarding rate matching, package allocation, award of multiple Work Packages to a single Bidder, cancellation or re-tendering of any Work Package, in accordance with the applicable procurement rules and the provisions of the RFP. The decision of BMC in this regard shall be final and binding, subject to applicable law and procurement rules.

14. 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 Contract Value and enter into the contract agreement with BMC and start the work on an immediate basis.

15. Termination of contract:

A. Termination for Default:

The Authority (Bhubaneswar Municipal Corporation) may, without prejudice to any other rights or remedies available under the Contract or under applicable law, terminate the Contract, in whole or in part, by giving 30 (Thirty) days' written notice to the Selected Bidder upon occurrence of any of the following events:

a) Failure to commence the work within the stipulated period specified in the Work Order without sufficient cause acceptable to the Authority;
b) Failure to achieve any milestone or complete the work within the prescribed completion period, including any approved extension thereof;
c) Persistent failure to meet the technical specifications, guaranteed performance parameters, quality standards, or any other obligations under the Contract;
d) Failure to rectify defects, deficiencies, or non-conformities within the period specified by the Authority after issuance of written notice;
e) Abandonment, suspension, or discontinuation of the work without prior written approval of the Authority;
f) Assignment, transfer, subletting, or otherwise parting with the Contract or any substantial part thereof without the prior written approval of the Authority;
g) Submission of false information, forged documents, or material misrepresentation during the bidding process or execution of the Contract;
h) Insolvency, liquidation, bankruptcy, dissolution, or appointment of a receiver or administrator over the assets of the Selected Bidder; or
i) Any other material breach of the provisions of the Contract which remains unremedied after expiry of the notice period specified by the Authority.

B. Termination for Convenience

The Authority reserves the right to terminate the Contract, in whole or in part, at any time in public interest, due to administrative exigencies, change in policy, or for any other reason, by giving 60 (Sixty) days' prior written notice to the Selected Bidder. In such event, the Selected Bidder shall be entitled only to payment for the work satisfactorily executed up to the effective date of termination, after adjustment of all recoveries, deductions, penalties, advances, and other dues payable to the Authority. The Selected Bidder shall not be entitled to any claim towards anticipated profits, loss of business, overheads, idle charges, or consequential damages arising out of such termination.

C. Termination on Account of Force Majeure

Where a Force Majeure event continues for a continuous period exceeding **30 (Thirty) days**, either Party may terminate the Contract by giving **15 (Fifteen) days' prior written notice** to the other Party. Upon such termination, the Authority shall make payment only for the work satisfactorily completed up to the effective date of termination.

D. Consequences of Termination

Upon termination of the Contract:

a) The Selected Bidder shall immediately discontinue all work except such activities as may be specifically directed by the Authority for protection or preservation of the completed works.
b) The Selected Bidder shall hand over to the Authority all drawings, designs, reports, manuals, data, records, warranties, software, and other documents prepared under the Contract.
c) All materials, equipment, tools, and other property belonging to the Authority shall be returned forthwith in good condition.
d) The Authority shall be entitled to forfeit and/or invoke the Performance Security, in whole or in part, in accordance with the provisions of the Contract, without prejudice to its right to recover any additional losses or damages.
e) The Authority shall be at liberty to get the balance work executed through any other agency at the **risk and cost of the Selected Bidder**, without prejudice to any other rights available under the Contract or law.
f) Termination of the Contract shall not affect any rights, obligations, liabilities, or remedies accrued prior to the effective date of termination.

16. Right to Accept or Reject

BMC reserves the right, without any obligation or liability, to accept or reject any or all the proposals at any stage of the process, to cancel or modify the process or any part thereof or to vary any or the term and condition at any time, without assigning any reason whatsoever.

17. Conflict of Interest

There will be no conflict of interest of this assignment with any other assignment or transaction contracted by BMC with the selected firm.

18. Disputes

All legal disputes are subject to the jurisdiction of **Bhubaneswar** courts or Hon'ble Orissa High Court only.

19. Liability

The Liability of the selected consultant under this agreement in any case shall not be beyond the amount of fees payable to the selected consultant under this agreement.

20. Indemnity

The **Selected Bidder** shall indemnify, defend, and keep indemnified the **Authority (Bhubaneswar Municipal Corporation)**, its officers, employees, representatives, and agents from and against any and all losses, damages, liabilities, claims, demands, actions, proceedings, penalties, fines, costs, and expenses (including reasonable legal expenses) arising out of or in connection with: (i) any breach of the provisions of the Contract by the Selected Bidder; (ii) any negligent act, omission, misconduct, or wilful default of the Selected Bidder, its employees, agents, subcontractors, or representatives; (iii) any injury to or death of any person, or loss of or damage to any property caused during execution of the work; (iv) any violation of applicable laws, rules, regulations, statutory requirements, or third-party rights, including intellectual property rights; and (v) any claim by any employee, workman, subcontractor, supplier, or any other third party engaged by the Selected Bidder. The obligations under this clause shall survive the expiry or termination of the Contract, and the Selected Bidder shall not be entitled to recover from the Authority any amount paid by way of indemnification under this clause.

21. Confidentiality

The Selected Bidder shall maintain strict confidentiality of all information, data, records, drawings, specifications, reports, documents, technical know-how, software, and any other material, whether in written, electronic, oral, or any other form, obtained from or made available by the Authority (Bhubaneswar Municipal Corporation) in connection with the execution of the Contract. The Selected Bidder shall not disclose, publish, reproduce, transmit, or use such information for any purpose other than the performance of its obligations under the Contract without the prior written consent of the Authority.

The Selected Bidder shall ensure that its employees, agents, representatives, and permitted subcontractors are bound by similar confidentiality obligations. The obligations under this Clause shall not apply to information which is in the public domain through no fault of the Selected Bidder, is lawfully obtained from a third party without any obligation of confidentiality, or is required to be disclosed under any applicable law or pursuant to an order of a competent court or statutory authority, provided that the Selected Bidder shall, to the extent legally permissible, promptly notify the Authority of such disclosure. The obligations of confidentiality shall survive the expiry or termination of the Contract for a period of five (5) years, or such longer period as may be required under applicable law.

C.TERMS OF REFERENCE

1. Background

The primary purpose of this contract is to ensure uninterrupted availability of roadworthy Light Commercial Vehicles (LCVs), along with competent drivers, for door-to-door collection of municipal solid waste in the assigned wards of Bhubaneswar Municipal Corporation.

The contract shall therefore be construed as an arrangement for **"assured vehicle availability and service continuity"** and not merely as a contract for physical supply of vehicles.

The selected agency shall remain responsible throughout the contract period for ensuring that the required number of vehicles:

- are available for daily operation
- are mechanically fit and roadworthy
- are properly maintained and serviced
- are operated by trained and authorised drivers
- report at the designated locations at the prescribed time
- follow the assigned routes and schedules and
- are promptly replaced in the event of breakdown or other non-availability.

The two helpers required for door-to-door collection shall be provided by the respective NGOs engaged by BMC and shall function in coordination with the driver and vehicle provided by the hiring agency.

2. Package-wise Vehicle Requirement

The indicative vehicle requirement shall be as follows:

Package	Area of Operation	Required Operational LCVs	Required Operational Vehicle for Night collection (within the operational vehicle)	Minimum Standby LCVs @ 6%*
Package-I	North Zone-1 & North Zone-2	97 (Fuel based 49 and EV based 48)	27 (Fuel based 14 and EV based 13)	6 (Fuel based 3 and EV based 3)
Package-II	South West Zone-1 & South West Zone-2	92 (Fuel based 46 and EV based 46)	21 (Fuel based 11 and EV based 10)	6 (Fuel based 3 and EV based 3)
Package-III	South East Zone-1 & South East Zone-2	66 (Fuel based 33 and EV based 33)	27 (Fuel based 14 and EV based 13)	4(Fuel based 2 and EV based 2)
Total	Six Zones	255 (Fuel based 128 and EV based 127)	75 (Fuel based 39 and EV based 36)	16 (Fuel based 8 and EV based 8)

NB:- The standby requirement has been rounded upward to the next whole vehicle. The standby vehicles shall be maintained by the agency at its own cost and shall remain readily available for immediate deployment whenever required. The cost of maintaining the standby fleet, including parking, maintenance, insurance, statutory compliance, driver arrangement wherever required for standby deployment and all associated expenditure, shall be deemed to have been included in the quoted rate.

The quoted monthly hire rates shall be inclusive of the cost of providing standby vehicles. Payment shall be made only for the vehicles deployed in operational service, and no additional payment shall be made for standby vehicles, whether provided or deployed as replacement vehicles.

3. Vehicle Deployment and Ward Tagging

a) All the requisite vehicles must be delivered vehicles must be delivered within a period of 60 days from the date issue of Letter of Award (LoA). Any failure shall lead beyond 7 days shall lead to a penalty of Rs. 500 (Rupees Five hundred) only per vehicle per day of delay.
b) Each operational vehicle shall be assigned to a particular ward/route as determined by BMC.
c) BMC shall provide the ward-wise and route-wise deployment plan to the selected agency.
d) The agency shall ensure that each vehicle reports at the designated point sufficiently before commencement of collection operations.
e) BMC may revise the ward, route, reporting point, collection sequence or operational timing based on actual field requirements**.**
f) Such changes shall not constitute a change in the basic nature of the contract.
g) No vehicle shall be withdrawn from its assigned area without prior approval of the authorised BMC officer, except in an emergency where immediate replacement has been arranged**.**

4. Mandatory Deployment of Electric LCVs (EVs)

The selected agency shall mandatorily deploy Electric Light Commercial Vehicles (EV-LCVs) for a **minimum of 50% of the total operational LCV requirement under the contract**. The EV-LCVs shall be suitable for door-to-door collection of segregated municipal solid waste and shall comply with all applicable statutory, safety and technical requirements. The agency shall be solely responsible for making all necessary charging arrangements and shall bear the entire cost of electricity/charging of the EV-LCVs throughout the contract period.

The agency **shall establish/provide adequate charging infrastructure and ensure that the EV-LCVs remain adequately charged and available for daily deployment as per the prescribed operational schedule**. **No separate payment or reimbursement** towards charging infrastructure, electricity consumption or any other EV-related charging expenditure shall be admissible from BMC. The remaining vehicles may be conventional fuel-based LCVs meeting the prescribed technical specifications. The minimum 50% EV deployment shall be maintained throughout the contract period, including

replacement/standby arrangements, unless otherwise permitted by BMC.

5. Definition of Vehicle Status

For the purpose of performance monitoring and payment, the following definitions shall apply:

4.1 "Operational Vehicle"

A vehicle which is mechanically fit, roadworthy, accompanied by an authorised driver and capable of undertaking the assigned collection route.

4.2 "Available Vehicle"

An operational vehicle which reports at the designated location within the prescribed reporting time and remains available for the scheduled collection operation.

4.3 "Breakdown Vehicle"

A vehicle which becomes unavailable due to mechanical, electrical, tyre, battery, accident or any other vehicle-related defect.

4.4 "Standby Vehicle"

A vehicle maintained by the agency, over and above the operational fleet, for immediate replacement of an unavailable vehicle.

4.5 "Replacement Vehicle"

A standby vehicle deployed in place of an operational vehicle which has become unavailable.

4.6 "Unauthorised Non-availability"

Failure of the agency to provide an operational vehicle for the assigned route, other than where a replacement vehicle is deployed within the prescribed replacement period.

6. Minimum Vehicle Requirement

a) The agency shall deploy the number of operational LCVs specified for the respective package.
b) In addition to the operational fleet, the agency shall maintain the minimum standby fleet prescribed above.
c) Standby vehicles shall not be counted as part of the regular operational fleet unless and until deployed as a replacement.
d) The standby vehicles shall be maintained in a condition such that they can be deployed immediately without requiring major repair, servicing or other preparation.
e) BMC may inspect the standby vehicles at any time.
f) If any standby vehicle is found unfit, unavailable or otherwise unsuitable for deployment, the agency shall replace such standby vehicle within the period specified by BMC.

7. Deployment of Additional Vehicles

a) During the currency of the Contract, BMC may require deployment of additional vehicles over and above the quantity originally sought/tendered under the respective Package, in case of any increase in dwelling units/households, waste generation, collection routes, service area, number of establishments, collection frequency or any other operational requirement.

b) BMC shall have the right to requisition such additional vehicles, as may be considered necessary for ensuring uninterrupted and efficient door-to-door collection and transportation of municipal solid waste.
c) The total number of additional vehicles requisitioned under this provision shall not exceed 25% of the total number of vehicles originally sought/tendered under the respective Package.
d) The Agency shall deploy the additional vehicles within the time period stipulated by BMC from the date of receipt of written direction/requisition from BMC.
e) The additional vehicles shall comply with all the technical specifications, age limits, registration, fitness, insurance, statutory requirements, GPS/IT-enabled monitoring, branding, safety and other conditions prescribed under the Contract.
f) The Agency shall ensure deployment of duly licensed, trained and qualified drivers with such additional vehicles and shall comply with all manpower and operational requirements applicable to the originally deployed vehicles.
g) The Agency shall maintain adequate preparedness and fleet availability to mobilise the additional vehicles within the stipulated period and shall not decline such deployment on the ground that the additional requirement was not included in the original quantity.
h) Payment for the additional vehicles actually deployed and accepted by BMC shall be made at the approved monthly hire rate per vehicle under the Contract, with pro-rata payment for any part of a month, wherever applicable.
i) The additional vehicles shall be subject to the same performance standards, monitoring provisions, deductions, penalties, service-level requirements and other contractual conditions as applicable to the vehicles originally deployed.
j) BMC shall not be bound to requisition the entire permissible additional quantity and may require additional vehicles in such number and for such period as may be necessary, based on the actual operational requirement.
k) The deployment of additional vehicles under this provision shall not entitle the Agency to claim any increase in the approved hire rate, additional overheads, mobilisation charges, compensation or any other payment, except the agreed hire charges for the additional vehicles actually deployed.
l) The requirement for additional vehicles may be assessed and requisitioned by BMC from time to time based on increase in dwelling units, variation in waste generation, route rationalisation, expansion of service coverage, seasonal requirements, changes in collection arrangements or other operational exigencies.
m) The decision of BMC regarding the number of additional vehicles required, the location/route of deployment and the period of such deployment shall be communicated to the Agency in writing and shall be complied with by the Agency in accordance with the terms of the Contract.

8. Vehicle Specifications

The vehicle offered under the contract shall not be more than 2 years old and must meet the minimum technical specifications prescribed herein below:

A. Fuel Based LCV:

Standard Technical Specification of Light Capacity Commercial Vehicle (Garbage

Tipper) of 3.3 to 3.5 Cum capacity with partition of Wet & Dry Waste for Door-to-Door Collection of Segregated Solid Waste. The LCV to be engaged should have been manufactured by reputed OEM such as TATA/Ashok Leyland/Mahindra

Sl. No	Specification Parameters	Description
1.	Type of Tipper	Garbage Tipper
2.	Tipper Container Capacity/Volume	3.3 to 3.5 Cum
3.	Type of Tipper	Closed tipper/close type
4.	Ratio of Volume of Dry & Wet Waste collection Container	60:40
5.	Category of Vehicle for Which chassis to be used	Light Capacity Commercial Vehicles
6.	Chassis Certification	Automotive Research Association of India (ARAI)
7.	Make of Chassis	Ashok Leyland/Tata Motors/Mahindra
8.	Type of Chassis Frame	Conventional
9.	Type of Chassis	Chassis with Face cowl
10.	Type of fuel	Diesel
11.	Vehicle Emission Compliance	BS-VI
12.	Engine Power	Minimum 65 HP
13.	Speed, Max	80 Km/hr
14.	Fuel Tank Capacity	Minimum 30 ltr.
15.	Type of steering	Power Operated
16.	Front Vehicle Brake	Disc Brake Hydraulic
17.	Rear Vehicle Brake	Drum Brake Hydraulic
18.	Type of Clutch	Single Plate Dry
19.	Tipping Angle (Degree)	45
20.	Body Plate Thickness	Minimum 2 mm/ Mild Steel
21.	Main Frame Thickness	Minimum 4 mm/Mild Steel
22.	Hydraulic System	Yes
23.	Tipping Hydraulic Cylinders	Reputed Manufacturer like WIPRO/HYVA/LIFTWELL etc.
24.	Tipper Container Material	Mild Steel
25.	Thickness of sheet from tipper collector container made	Minimum 2 mm/ Mild Steel
26.	Tipper body length	Minimum 2500 mm
27.	Tipper Body Height	800 mm – 950 mm
28.	Over all Height of Tipper from Ground	1900 mm – 1950 mm
29.	Leachate Collection Tank	Slope in the container for collection of leachates
30.	Forged Hinges in tipper containers	Hinges should be fixed in the upper part of the back side container
31.	Container Chamber with door arrangement	1- Blue and Green divided horizontally, with ring arrangement for fixation of extra buckets (approx. 60 ltr.) for collection of e-waste and domestic hazardous waste.

		In each container two doors will be provided for smooth collection of segregated waste with locking arrangement.
32.	Engine Oil Pressure Level Indicator in control Panel	Yes
33.	Fuel gauge indicator in control panel	Yes
34.	Locking/Unlocking of tipper discharge container	Yes
35.	Lowering/Lifting of Tipper Discharge Container	Yes
36.	Standard Spare wheel and tool Kit	Yes
37.	Vehicle Battery	Cover arrangement for battery
38.	Container base plate	Should be one plate and joint of plates should be avoided and properly fabricated so that cleaning of waste shall be done easily.
39.	Mike with sound system arrangement	Reputed manufacturer (Ahuja)
40.	Paint	Automotive Paint with primer.

B. Electric Based LCV: (TATA/Ashok Leyland/Mahindra)

Sl. No.	Specification	Requirement
1	Vehicle Type	Electric LCV for Door-to-Door Garbage Collection
2	Payload Capacity	Minimum **1,000 Kg**
3	Battery	LFP, Minimum **21 kWh**
4	Driving Range	Minimum **150 Km/charge**
5	Maximum Speed	Minimum **60 Km/hr**
6	Load Body	**Enclosed/Covered Garbage Collection Body**
7	Load Body Size	Approx. **2140 × 1430 × 300 mm**
8	Charging	**Fast & Normal Charging Facility**
9	GPS	**GPS/VTMS Enabled**
10	Safety	Standard safety features as per applicable norms
11	Emission	**Zero Tail-Pipe Emission**
12	Compliance	**CMVR/ARAI & applicable statutory requirements**
13	Loading Arrangement	Convenient and safe loading arrangement for Door-to-Door collection
14	Unloading	Easy and safe unloading at designated processing/transfer facilities
15	Operational Reliability	Suitable for regular daily municipal operations
16	Tipping Angle (Degree)	45
17	Body Plate Thickness	Minimum 2 mm/ Mild Steel
18	Main Frame Thickness	Minimum 4 mm/Mild Steel
19	Hydraulic System	Yes
20	Tipping Hydraulic Cylinders	Reputed Manufacturer like WIPRO/HYVA/LIFTWELL etc.

21	Tipper Container Material	Mild Steel
22	Thickness of sheet from tipper collector container made	Minimum 2 mm/ Mild Steel
23	Tipper body length	Minimum 2500 mm
24	Tipper Body Height	800 mm – 950 mm
25	Over all Height of Tipper from Ground	1900 mm – 1950 mm
26	Leachate Collection Tank	Slope in the container for collection of leachates
27	Forged Hinges in tipper containers	Hinges should be fixed in the upper part of the back side container
28	Container Chamber with door arrangement	1- Blue and Green divided horizontally, with ring arrangement for fixation of extra buckets (approx. 60 ltr.) for collection of e-waste and domestic hazardous waste. In each container two doors will be provided for smooth collection of segregated waste with locking arrangement.
29	Engine Oil Pressure Level Indicator in control Panel	Yes
30	Locking/Unlocking of tipper discharge container	Yes
31	Lowering/Lifting of Tipper Discharge Container	Yes
32	Standard Spare wheel and tool Kit	Yes
33	Vehicle Battery	Cover arrangement for battery
34	Container base plate	Should be one plate and joint of plates should be avoided and properly fabricated so that cleaning of waste shall be done easily.
35	Mike with sound system arrangement	Reputed manufacturer (Ahuja)
36	Paint	Automotive Paint with primer.

C. Common attachments

Two nos. of Additional boxes to be provided in rear side near door hinges with technical specification as follows:

Mild Steel Box for Light Commercial Vehicle (Garbage Tipper) Specifications:

- **Dimensions:** 7″ x 18″ x 18″
- **Material:** Mild Steel, Thickness 1.6 mm to 2 mm
- **Total number of vehicles in which box to be fixed:** 200 nos.
- **Requirement of box in each vehicle:** 2 nos.
- **Total requirement of box:** 200 × 2 nos. = 400 boxes
- **Usage:**
    - Domestic Hazardous (Black colour)
    - Sanitary Waste (Red colour)
- **Colour Coating:** Primer with epoxy or enamel paint
- **Fixing Arrangement:**
    - Each box to be fixed with hinges and cover.

- Must have arrangement for tipping of the box for collection of waste materials without removing it from the frame.

Each vehicle shall:

- be of an approved make/model and appropriate carrying capacity;
- be suitable for door-to-door municipal solid waste collection;
- be registered and legally authorised for operation;
- possess valid fitness certification;
- have valid insurance;
- have valid pollution/emission certification;
- be mechanically sound and roadworthy;
- have safe and serviceable tyres;
- have a properly functioning braking and steering system;
- have functioning headlamps, tail lamps, indicators and reverse lights;
- have functional horn and reverse warning arrangement;
- have suitable rear-view mirrors;
- have all mandatory safety equipment;
- have suitable identification/branding prescribed by BMC; and
- comply with all applicable statutory requirements.

No vehicle with a major accident history, serious structural damage, unsafe body condition or recurring mechanical defects shall be deployed. BMC shall have the right to reject any vehicle which, in its considered assessment, is unsuitable for the intended municipal service.

9. Driver Requirement

a) The agency shall provide **one driver per operational vehicle**.
b) The driver shall possess a valid driving licence appropriate for the vehicle and shall satisfy all applicable statutory requirements.
c) The driver shall have adequate experience in operating the relevant class of vehicle.
d) The driver shall report at the prescribed location and time.
e) The driver shall strictly follow the assigned route and timings.
f) The driver shall drive the vehicle safely and in accordance with applicable traffic regulations.
g) The driver shall maintain proper behaviour with BMC personnel, NGO helpers, members of the public and waste generators.
h) The agency shall deploy a substitute driver immediately in case of absence, leave, illness, suspension, termination or non-availability of any designated driver.
i) No vehicle shall be operated by an unauthorised or inadequately licensed person.
j) The driver deployed by the agency shall remain **fully alert, sober and fit for duty** throughout the period of operation. The driver **shall not consume or remain under the influence of alcohol, narcotic substances, intoxicating substances or any other substance likely to impair his ability to safely operate the vehicle while on duty**. Any driver found to be intoxicated or otherwise unfit to drive shall be immediately withdrawn from duty and replaced by the agency with a suitable and authorised driver. Such incident shall be treated as a serious contractual violation and may attract applicable penalty and other contractual action.

10. Role of NGO Helpers

a) BMC shall arrange the deployment of two helpers per operational vehicle through the NGOs engaged for door-to-door collection.
b) The NGO helpers shall undertake household-to-household collection of segregated waste, loading of collected waste and other collection-related activities as assigned by BMC.
c) The helpers shall work in coordination with the driver and shall follow the prescribed route and collection schedule.
d) The hiring agency shall not be required to provide the two regular helpers, unless specifically directed by BMC in exceptional circumstances.
e) Notwithstanding the above, the agency shall remain responsible for ensuring that the vehicle and driver are available and capable of supporting the assigned route.

11. Preventive Maintenance

a) The agency shall prepare and implement a preventive maintenance schedule for every vehicle.
b) Preventive maintenance shall be undertaken in accordance with the manufacturer's recommended service intervals and the actual operating conditions of municipal waste collection.
c) The agency shall ensure regular inspection and maintenance of engine, transmission, clutch, braking system, steering, suspension, tyres, battery, electrical system, lights, body, waste container/superstructure and other critical components.
d) Preventive maintenance shall preferably be carried out during non-operational hours or through planned scheduling so as not to affect collection services.
e) Each vehicle shall have a maintenance history recording services, repairs, replacement of parts, tyre changes, battery replacement and other major works.
f) Repeated failure arising from inadequate preventive maintenance shall be treated as a performance deficiency attributable to the agency.

12. Breakdown Management

a) Breakdown management shall be an exclusive responsibility of the agency.
b) In the event of breakdown, the driver shall immediately inform the agency's designated supervisor/control room.
c) The agency shall immediately mobilise its mechanic, service vehicle, towing facility or other required resources.
d) Minor breakdowns shall be attended to at site wherever practicable.
e) Where the vehicle cannot be restored within the prescribed period, a standby/replacement vehicle shall be deployed.
f) The collection route shall not be left unattended merely because the designated vehicle has broken down.
g) All expenditure relating to repair, labour, spare parts, towing, recovery, workshop charges and replacement shall be borne by the agency.

13. Breakdown Response and Replacement SLA

The following minimum service levels shall apply:

Event	Maximum Permitted Time

Reporting of breakdown to agency control room	Within 15 minutes of occurrence
Mobilisation of breakdown assistance	Within 30 minutes
Deployment of replacement vehicle, where vehicle cannot be restored promptly	Within 60 minutes
Replacement of vehicle before commencement of route, where breakdown occurs before reporting	Before scheduled commencement of route

The above periods may be modified by BMC depending upon route characteristics and operational requirements. For routes where delay would materially affect door-to-door collection, BMC may require a shorter replacement period.

14. Standby Vehicle Deployment

a) The agency shall maintain the minimum standby fleet (fuel based) specified for the concerned package.
b) A standby vehicle shall be immediately deployable upon instructions from BMC or the agency's package supervisor.
c) Deployment of a standby vehicle shall not result in any additional payment merely because such deployment is required due to breakdown or non-availability of the primary vehicle.
d) Where a standby vehicle is deployed in replacement of a breakdown vehicle within the prescribed SLA, the route shall be considered served for the purpose of availability assessment, subject to actual route completion.
e) Where the agency fails to provide replacement within the prescribed SLA, the corresponding vehicle availability shortfall shall be recorded and appropriate deduction shall be imposed.

15. Route and Time Compliance

a) Each vehicle shall strictly follow the route allocated by BMC.
b) The vehicle shall report at the designated location before the prescribed commencement time.
c) The driver shall not unnecessarily delay commencement of collection.
d) The driver shall not deviate from the approved route without permission, except in circumstances such as road closure, traffic restriction, emergency or other unavoidable circumstances.
e) Any unavoidable deviation shall be immediately reported to the concerned BMC official.
f) Failure to cover the assigned route on account of vehicle or driver-related reasons shall be treated as non-performance.

16. Route Coverage

The agency shall ensure that each assigned vehicle remains available for the entire scheduled operational period and facilitates completion of the assigned route.

The vehicle shall continue operation until:

- the assigned route is completed; or
- the prescribed collection schedule is completed,

whichever is applicable as per the instructions of BMC. Leaving a route incomplete without a valid operational reason shall constitute service deficiency.

17. Morning and Night Collection Deployment

a) The entire number of operational LCVs deployed under the contract, excluding the prescribed standby LCVs, shall be utilised for door-to-door collection of municipal solid waste as per the deployment plan and operational requirements prescribed by BMC.

b) The primary deployment of the operational LCVs shall be for morning door-to-door collection in the wards/routes assigned by BMC.

c) Based on operational requirements, BMC may designate/redeploy a specified number of operational LCVs for night-time door-to-door collection on identified wards/routes.

d) The vehicles designated for night-time collection shall operate strictly as per the routes, reporting times, collection timings and schedules assigned by BMC.

e) The agency shall ensure that all vehicles deployed for night-time collection are roadworthy, properly maintained, adequately charged/fuelled and operated by authorised and duly licensed drivers throughout the prescribed operational period.

f) The same Service Level Benchmarks and performance standards prescribed under the tender shall be applicable to both morning and night-time collection operations, including vehicle availability, on-time reporting, route completion, preventive maintenance, statutory compliance, GPS availability wherever applicable, driver availability and other applicable performance parameters.

g) Deployment of an operational LCV for night-time collection shall not be treated as an additional vehicle and the agency shall not be entitled to any additional payment on this account beyond the quoted monthly hire rate.

h) The agency shall make necessary arrangements for vehicle charging/fuelling, maintenance and driver availability to ensure that deployment for night-time collection does not adversely affect the availability and performance of vehicles for the subsequent morning collection operation.

i) The agency shall ensure uninterrupted collection service and shall comply with any revised deployment plan, route rationalisation or change in morning/night deployment as directed by BMC from time to time based on operational requirements.

18. Vehicle Cleanliness and Upkeep

The agency shall maintain every vehicle in clean, hygienic and presentable condition. The agency shall ensure:

- regular washing;
- cleaning of waste residues;
- proper upkeep of vehicle body;
- prevention of waste leakage;
- proper closure of doors/coverings;
- maintenance of tyres;

- functioning of safety equipment; and
- proper identification and branding.

A vehicle found excessively dirty, damaged or unhygienic may be rejected from operation until rectified.

19. GPS and Digital Monitoring

a) Wherever GPS tracking is prescribed by BMC, all operational and standby vehicles shall be fitted with functional GPS devices.

b) GPS data shall be used for monitoring:

- reporting time;
- departure time;
- route adherence;
- stoppage;
- vehicle movement;
- route completion;
- unauthorised deviation; and
- vehicle utilisation.

c) Any intentional disconnection, tampering or manipulation of tracking equipment shall constitute a serious contractual violation.

d) The agency shall rectify defective tracking equipment within the period prescribed by BMC.

20. Daily Vehicle Monitoring

The agency shall maintain a package-level vehicle control mechanism. The daily monitoring system shall record at least:

Parameter	Vehicle-wise Record
Vehicle Registration No.	Yes
Ward/Route	Yes
Driver Name	Yes
Reporting Time	Yes
Departure Time	Yes
Route Completion	Yes
Breakdown	Yes
Breakdown Time	Yes
Replacement Vehicle	Yes
Replacement Time	Yes
Maintenance Requirement	Yes
Remarks	Yes

The agency shall submit daily/weekly/monthly reports in the format prescribed by BMC.

21. Vehicle Parking, Reporting and Attendance at Designated Wealth Centre

a) Each vehicle deployed under the contract shall be parked and stationed at the designated **Wealth Centre (WC)** associated with the ward/route to which the vehicle has been tagged, as identified by BMC.

b) The vehicle, along with the designated driver, shall report at the concerned Wealth Centre at the prescribed reporting time before commencement of the door-to-door

collection operation and shall return to the designated Wealth Centre after completion of the assigned collection/transportation activities, unless otherwise directed by BMC.

c) The attendance of the driver shall be recorded through the **biometric attendance system** installed/provided at the concerned Wealth Centre. The driver shall mandatorily register his attendance at the time of reporting for duty and at such other times as may be prescribed by BMC.

d) The reporting time and departure time of the driver shall be recorded and maintained as part of the daily operational records.

e) The **Plant Manager/Wealth Centre In-charge or any officer authorised by BMC** shall verify and certify the daily availability of the vehicle and driver, including timely reporting, driver attendance, availability of the vehicle during the prescribed operational period, completion of the assigned route/collection operation and return of the vehicle to the designated Wealth Centre.

f) Such verification and certification shall be based on the biometric attendance records, vehicle logbook, GPS/vehicle tracking data, wherever applicable, route records and physical verification.

g) The daily records relating to vehicle availability, driver attendance, reporting time, route operation, route completion and return of the vehicle shall be maintained at the concerned Wealth Centre and shall form the basis for monthly performance assessment and processing of payment, subject to applicable deductions/penalties under the contract.

h) The agency shall be responsible for ensuring the safe parking, proper upkeep, cleanliness and operational readiness of the vehicle at the designated Wealth Centre during the non-operational period.

i) The designated Wealth Centre shall serve as the **reporting, parking and operational base** of the vehicle for the concerned ward/route, unless otherwise directed by BMC.

j) BMC shall have the right to change the designated Wealth Centre or reporting location based on operational requirements, ward reorganisation, route rationalisation or any other administrative requirement, and the agency shall comply with such directions without any additional financial claim on this account.

k) BMC shall have the right to change the designated Wealth Centre or reporting location based on operational requirements, ward reorganisation, route rationalisation or any other administrative requirement, and the agency shall comply with such directions without any additional claim on this account.

22. Preventive Maintenance and Breakdown Records

The agency shall maintain a vehicle-wise record containing:

- date and nature of service;
- odometer reading;
- parts replaced;
- repairs undertaken;
- breakdown date and time;
- cause of breakdown;
- response time;
- repair time;

- standby vehicle deployed;
- downtime; and
- date/time of restoration.

BMC may conduct periodic audits of these records.

23. Performance Standards

The agency shall be evaluated on the basis of actual service performance. The principal performance parameters shall include:

Parameter	Compliance
Vehicle Availability	The agency shall maintain the required operational fleet on a daily basis.
Breakdown Response	Breakdowns shall be attended to promptly.
Replacement	Unavailable vehicles shall be replaced within the prescribed SLA.
Route Adherence	Assigned routes shall be followed.
Timeliness	Vehicles shall report and commence operations on time.
Maintenance	Preventive maintenance shall be undertaken as scheduled.
Vehicle Condition	Vehicles shall remain clean, safe and roadworthy.
Driver Performance	Drivers shall be punctual, licensed, disciplined and compliant with operational instructions.

24. Suggested Service Level Parameters

For monthly performance assessment, the following minimum standards may be adopted:

Parameter	**Minimum Standard**
Fleet availability	98% or above
On-time reporting	95% or above
Route completion attributable to vehicle/driver	98% or above
Preventive maintenance compliance	100%
Valid statutory documents (Fitness certificate, Insurance, pollution certificate etc.)	100%
Standby fleet availability	100% of prescribed standby requirement
GPS availability, where applicable	95% or above
Parameter	Minimum Standard
Fleet availability	98% or above

The above standards shall be measured on the basis of the records maintained by BMC, GPS data, vehicle logbooks, inspection reports and other authenticated records.

25. Payment Mechanism

a) The quoted monthly hire rate shall be deemed to include all costs necessary for successful performance of the contract, excluding fuel but including:

- vehicle;
- driver;

- driver wages and statutory obligations;
- preventive maintenance;
- breakdown repairs;
- spare parts;
- tyres;
- batteries;
- lubricants;
- insurance;
- statutory fees and compliance;
- parking;
- washing and cleaning;
- standby fleet;
- emergency replacement;
- administrative overheads; and
- all other costs required for operation of the contracted vehicle.

b) Payment shall be made on a monthly basis, subject to certification by the authorised BMC officer.

c) The monthly payment shall be linked to the actual availability and satisfactory performance of the contracted fleet.

d) A vehicle that remains unavailable without an acceptable replacement shall not be entitled to full payment for the corresponding period of non-availability.

e) Where a breakdown occurs but the agency deploys an acceptable replacement vehicle within the prescribed SLA and the assigned service is maintained, no deduction shall be made solely on account of the breakdown.

26. Vehicle-Day Based Deduction

For the purpose of monthly billing, the agency's performance may be assessed on a vehicle-day basis.

The formula shall be:

Payable Amount = Monthly Contract Rate × (Actual Billable Vehicle-Days / Total Scheduled Vehicle-Days)

where:

Total Scheduled Vehicle-Days = Number of Contracted Vehicles × Number of Scheduled Operational Days

and

Actual Billable Vehicle-Days = Vehicle-days for which the required service was available, subject to applicable deductions.

This mechanism shall ensure that BMC pays for actual service availability rather than merely for the presence of vehicles in the contractor's fleet.

27. Breakdown Deduction

Where the designated vehicle becomes unavailable and the agency fails to provide an acceptable replacement within the prescribed SLA, deduction shall be made for the period of non-availability.

The deduction may be calculated on the following basis:

Deduction = Applicable Daily Hire Rate × Non-available Vehicle-Day

The period shall be reckoned from the point at which the vehicle ought to have been available for service until:

- restoration of the original vehicle; or
- deployment of an acceptable replacement,

whichever occurs earlier.

For partial-day non-availability, proportionate deduction may be applied.

28. Additional Performance Deductions

In addition to deduction of the applicable hire charges for actual non-availability of a vehicle under Clauses 25 to 27, BMC shall be entitled to impose the following performance deductions/penalties for failure to comply with the prescribed service levels:

Sl. No.	Default / Non-Compliance	Deduction / Penalty
1	Vehicle non-availability without acceptable replacement	100% of applicable daily hire rate per vehicle-day, in addition to applicable penalty under this Clause
2	Late reporting beyond permissible tolerance	Rs. 500 per vehicle per instance
3	Reporting delay exceeding 60 minutes	Rs. 1000 per vehicle per instance, in addition to applicable non-availability deduction
4	Failure to deploy replacement vehicle within prescribed SLA	Rs. 1000 per hour or part thereof beyond the prescribed replacement time, subject to the applicable non-availability deduction
5	Failure to deploy replacement before commencement of route where breakdown occurs prior to reporting	Rs. 1000 per vehicle per instance, in addition to applicable non-availability deduction
6	Incomplete route attributable to vehicle/driver	Rs. 2,000 per instance, in addition to proportionate non-availability deduction
7	Unauthorised route deviation	Rs. 2,000 per instance
8	Repeated mechanical breakdown of the same vehicle	Rs. 5,000 per breakdown after the third breakdown in a calendar month, besides direction for replacement of the vehicle
9	Non-availability of prescribed standby vehicle	Rs. 2000 per standby vehicle-day
10	Deployment of unfit/unsafe vehicle	Rs. 5000 per instance and immediate withdrawal/replacement
11	Driver absent without approved	Rs. 1000 per vehicle-day

	substitute	
12	Driver without valid licence or required statutory documents	Rs. 5000 per instance and immediate replacement
13	Non-functional GPS/vehicle tracking system	Rs. 1000 per vehicle-day
14	Intentional GPS disconnection, tampering or manipulation	Rs. 10,000 per incident
15	Failure to maintain prescribed minimum EV deployment	Recovery of applicable fuel rate differential plus Rs. 3,000 per EV shortfall vehicle-day
16	Failure to permanently replace a repeatedly defective vehicle when directed by BMC	Rs. 10,000 per vehicle per day until compliance
17	Submission of false/misleading vehicle or performance records	Rs. 10,000 per instance, besides recovery of any resulting financial loss
18	Fuel misuse, leakage or unauthorised utilisation attributable to the agency	Recovery of actual financial loss plus Rs. 5,000 per incident

a) The deductions and penalties specified above shall be recoverable from the monthly bill, security deposit, performance security or any other amount payable to the agency.
b) Imposition of any penalty shall not relieve the agency from its obligation to provide the required vehicle, replacement vehicle, driver or service, as applicable.
c) Where a default results in both non-availability of the vehicle and failure to comply with the prescribed replacement SLA, the applicable vehicle-day deduction and the corresponding SLA penalty shall be independently recoverable.
d) In cases of repeated or persistent defaults, BMC may, in addition to the above deductions/penalties, direct permanent replacement of the concerned vehicle/driver, suspension of deployment, recovery of consequential loss and/or take other contractual action including termination, in accordance with the provisions of the Contract.
e) The penalties specified herein are intended as performance deductions for non-compliance with contractual service levels and shall be without prejudice to BMC's right to recover any actual financial loss caused by the agency's default, wherever specifically recoverable under the Contract.

29. Repeated Breakdown

A vehicle exhibiting repeated breakdowns shall be subject to special scrutiny. Where a particular vehicle:

- repeatedly breaks down;
- remains frequently off-road;
- requires major repairs on repeated occasions; or
- adversely affects route completion,

BMC may direct the agency to permanently replace such vehicle with another vehicle meeting the prescribed specifications. The agency shall comply with such direction within the period stipulated by BMC. A replacement vehicle shall not be considered an additional

vehicle for payment purposes.

30. Long-Duration Breakdown

Where any vehicle remains under repair for a prolonged period, the agency shall not continue to depend upon temporary arrangements. The agency shall deploy a replacement vehicle and ensure continued availability. BMC may require permanent replacement of a vehicle where its repair history indicates that continued deployment is affecting service reliability.

31. Accident-Damaged Vehicle

In the event of an accident:

a) the agency shall immediately inform BMC;
b) statutory procedures shall be complied with;
c) the agency shall arrange recovery/towing;
d) the agency shall arrange repair of the vehicle; and
e) a replacement vehicle shall be deployed without avoidable interruption of service.

Accident-related repair shall not be grounds for suspension of the assigned collection service.

32. Responsibility for Fuel and Operating Expenses

For the purpose of this tender, it is proposed that the quoted vehicle hire rate shall be exclusive of fuel and inclusive of routine operating consumables and all expenditure required for operation of the vehicle.

The tender document shall clearly specify the adopted fuel responsibility model. If BMC intends to provide fuel separately, the commercial clause and corresponding rate structure shall be modified accordingly.

33. FUEL PROVISION AND CONSUMPTION

a) **Fuel Entitlement and Reimbursement**

The cost of fuel shall not form part of the quoted monthly vehicle hiring rate. BMC shall reimburse fuel cost for authorised operation of fuel-operated vehicles at the prescribed entitlement of **1 litre for every 10 kilometres covered**, based on the kilometres verified through the GPS tracking system. The reimbursement shall be calculated by multiplying the GPS-verified kilometres by the prescribed fuel entitlement and the applicable fuel rate for the relevant month. The admissible amount shall be paid along with the monthly vehicle hiring charges, subject to verification by BMC. Fuel shall be procured by the Agency, and no separate fuel handling charges or other compensation shall be admissible.

b) **Responsibility of the Agency**

The Agency shall remain responsible for the safe operation, servicing and maintenance of the vehicles and shall ensure that the vehicles are used exclusively for authorised BMC operations. The Agency shall maintain the necessary vehicle-wise kilometre and trip records and provide the same for verification whenever required by BMC.

c) **Verification and Payment**
Fuel reimbursement shall be based solely on the kilometres verified through the GPS tracking system and the prescribed fuel entitlement. No reimbursement shall be admissible for kilometres not verified through GPS or for unauthorised vehicle operation. BMC shall verify the monthly GPS records and calculate the admissible fuel reimbursement accordingly. Actual fuel consumption or fuel purchase bills shall not form the basis for determining the reimbursement amount.

d) **Standby and Replacement Vehicles**
Fuel reimbursement for a standby or replacement vehicle shall be admissible only for kilometres covered during its authorised deployment for BMC operations, subject to GPS verification and the prescribed fuel entitlement.

34. Responsibility for Personnel

The drivers deployed by the agency shall remain the personnel of the agency for all contractual and employment purposes. The agency shall be responsible for:

- wages;
- statutory contributions;
- leave;
- replacement;
- insurance, wherever applicable;
- uniform and identification;
- discipline;
- occupational safety; and
- all employer-related obligations.

The two helpers deployed through the NGOs shall remain under the administrative control of the concerned NGO.

35. Control and Coordination Structure

The agency shall appoint at least:

Package Manager / Nodal Supervisor	One responsible person for overall coordination of each awarded package. The package manager shall be available during operational hours and shall remain contactable for emergency situations.
Vehicle Supervisors	Adequate supervisory personnel to monitor daily reporting, deployment, breakdowns and replacement.
Breakdown Support	Adequate mechanics/service support and towing arrangements.

36. BMC's Inspection Rights

BMC shall have the right to inspect any vehicle at any time. Inspection may cover:

- physical condition;
- cleanliness;

- tyre condition;
- brakes;
- steering;
- lights;
- body;
- insurance;
- fitness;
- pollution certificate;
- driver documents;
- GPS equipment; and
- maintenance records.

BMC may direct immediate withdrawal of a vehicle which is unsafe or otherwise unsuitable.

37. No Extra Payment for Standby Due to Contractor Default

Where a standby vehicle is deployed because the primary vehicle has broken down, is under repair or is otherwise unavailable due to reasons attributable to the agency, no additional payment shall be admissible to the agency for such replacement. The cost of maintaining the standby capacity shall be deemed to be included in the quoted contract rate.

38. Emergency Deployment

BMC may require temporary deployment of an available standby vehicle for:

- special drives;
- festivals;
- VIP arrangements;
- emergency sanitation operations;
- natural calamities;
- exceptional waste generation events; or
- other municipal exigencies.

Such deployment shall be undertaken by the agency as directed by BMC. Payment, if any, for such additional deployment beyond the contracted requirement shall be governed by the terms specified in the RFP.

39. Substitution of Vehicles

No permanent substitution of an approved vehicle shall be made without prior approval of BMC. Any replacement vehicle shall:

- meet the prescribed specifications;
- possess valid statutory documents; and
- be approved by the authorised BMC officer before deployment, except in an immediate emergency where post-facto approval may be permitted.

40. Vehicle Identification

Each vehicle shall prominently display such information as prescribed by BMC, including:

- BMC identification;
- package number;
- ward number;

- vehicle number;
- emergency contact number;
- contractor identification; and
- any other operational marking prescribed by BMC.

The agency shall ensure that such markings remain visible and legible throughout the contract period.

41. Prohibition on Unauthorised Use

The vehicle shall be used only for BMC-authorised municipal purposes. The agency shall not:

- sublet the vehicle;
- transfer operation to an unauthorised third party;
- use the vehicle for private purposes;
- permit unauthorised persons to drive;
- divert the vehicle to another assignment; or
- undertake any activity inconsistent with BMC's instructions.

42. Key Responsibility Matrix

Activity	BMC	Hiring Agency	NGO
Ward and route allocation	✓	Comply	Comply
Vehicle provision		✓	
Driver provision		✓	
Driver replacement		✓	
Vehicle maintenance		✓	
Breakdown repair		✓	
Standby fleet		✓	
Replacement vehicle		✓	
Fuel	✓		
Vehicle washing/upkeep		✓	
Vehicle insurance/statutory compliance		✓	
GPS/tracking	Monitoring	✓	
Two helpers			✓
Door-to-door collection	Supervision	Vehicle support	✓
Waste loading	Supervision	Vehicle support	✓
Route monitoring	✓	✓	✓
Overall sanitation supervision	✓		
Vehicle performance monitoring	✓	✓	

43. Monthly Performance Certificate

Before processing monthly payment, the authorised BMC officer shall certify:

a) number of vehicles required;
b) number of vehicles actually made available;
c) vehicle-wise breakdowns;
d) replacement vehicles deployed;

e) route coverage;
f) driver availability;
g) applicable deductions;
h) major violations/defaults; and
i) net payable amount.

The payment shall be released only after adjustment of applicable deductions/recoveries.

44. Performance Review

BMC shall undertake periodic performance review of the agency. Where performance is found unsatisfactory, BMC may issue a corrective direction requiring:

- replacement of defective vehicles;
- improvement of maintenance arrangements;
- strengthening of standby capacity;
- replacement of drivers;
- improvement of supervision; or
- any other corrective action.

Persistent failure to meet the prescribed service levels may attract contractual remedies including additional deductions, suspension of deployment of defective vehicles or termination in accordance with the contract.

45. Fundamental Service Obligation

The agency shall always maintain sufficient operational resources so that the failure of an individual vehicle does not result in failure of the assigned door-to-door collection service.

The agency shall accordingly be responsible for establishing a robust system consisting of:

Preventive Maintenance + Breakdown Response + Standby Capacity + Prompt Replacement + Driver Availability + Route Compliance + Continuous Monitoring.

The agency shall be evaluated on the extent to which this system ensures uninterrupted municipal collection services.

46. Indicative Operational Flow

The intended operational model shall be:

BMC → Ward/Route Allocation → Hiring Agency provides LCV + Driver → NGO provides 2 Helpers → Door-to-Door Collection of Segregated Waste → Transport to Designated Facility → Route Completion → Daily Monitoring by BMC

In the event of vehicle failure:

Primary LCV Breakdown → Immediate Intimation → Breakdown Assistance → Repair within SLA OR Standby LCV Deployment → Continuation of Route → Restoration of Primary LCV

Thus, the breakdown of a primary vehicle shall be treated as an internal operational issue of the agency, and shall not ordinarily become an interruption in BMC's door-to-door collection service.

47. Principle for Contract Administration

For avoidance of doubt, the following principle shall govern interpretation of the contract:

BMC's requirement is not merely the hiring of a specified number of LCVs. The requirement is the assured availability of functional, roadworthy and properly driven LCVs for completion of designated door-to-door waste collection routes on all scheduled operational days.

Accordingly, the agency's obligations shall continue beyond mere delivery/provision of vehicles and shall include their continuous upkeep, maintenance, replacement and operational availability throughout the contract period.

48. Contract Period

The Contract will be for a period of 3 years from the date of execution of the contract and may extended further to two years or more depending upon the performance and mutual consent of both the parties.

D. / PROPOSAL – STANDARD FORMS

(to be submitted on letter head of the bidder duly signed by authorized signatory)

FORM A – COVER LETTER

Date:_____

To,

The Commissioner,
Bhubaneswar Municipal Corporation,
BMC-ICOMC building, Unit-IX
Bhubaneswar-751022, Odisha.

Sub: **Hiring of Light Commercial vehicle (Garbage Tippers) of 3.3 to 3.5 Cum capacity with partition of Wet & Dry waste for door-to-door collection of segregated Solid Waste in Bhubaneswar Municipal Corporation under 3 Packages.**

1. With reference to your RFP document___, dated___, I/We, having examined the RFP Documents and understood their contents, hereby submit my / our proposal for the subject RFP. The Proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Agency, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the and execution of the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.
5. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, 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 on our part.
7. I/We declare that:

(a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and

(b) 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 document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable

practice orrestrictive practice;

(d) the undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as onthe date of making the Proposal and are also true and correct as on the Proposal Due Date and I/We shall continue to abide by them.

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 nor to invite the Agencies to BID for the Project, without incurring any liability to the Agencies, in accordance with the RFPdocument.
9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Projector which relates to a grave offence that outrages the moral sense of the community.
10. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I/We have studied all the Bidding Documents carefully and also surveyed the website of BMC. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
12. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project not awarded to me or our Proposal is not opened or rejected.
13. The Financial Proposal has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the website and all the conditions that may affect the implementation cost.
14. I agree and undertake to abide by all the terms and conditions of the RFP document.
15. I shall keep this offer valid for 180 (One Hundred Eighty) days from the Proposal Due Date specified in the RFP.
16. I hereby certify that we have not changed any quantity as mentioned in the financial figures and confirm that any discrepancy arrives at any time, decision of Authority (BMC) will be considered as final.
17. I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this Proposal under and in accordance with the terms of the RFPdocument.

Yours faithfully,

Date: (Signature, name and designation)
Place: **of the Authorized signatory with name & seal)**

Form B – BIDDER'S PROFILE

(On Letter Head)

Sl no.	Particulars	Details
1	**Name of the Firm:**	
2	**Year of Establishment:**	
3	**Registration no.:**	
4	**Registered address of Office:**	
5	**PAN No.:**	
6	**GST No.:**	
7	**ESI**	
8	**Name & Designation of Authorized Signatory**	
9	**Telephone No.:**	
10	**E. Mail Address:**	
11	**Brief description of background of the firm for this assignment.**	
12	**No. of years of proven experience of providing similar services.**	
13	**Average Annual turnover of the Applicant (in INR) during the last three Financial Years. (Please attach copy of three Audited Financial Statements)**	**FY 2023-24** **FY 2024-25** **FY 2025-26**

Signature of Authorized Person and seal

Name and designation

Name of the Company

Dated: .....

FORM C– PROJECT EXPERIENCE

(On Letter Head of the Bidder)

Sl no.	Client	Type of Client (ULB/Government)	Contract Details (Nature of Work, LoA, Agreement and Work order)	Start Date and End Date	Number of vehicles provided under contract/sold under the contract.	Years of Operation

NB: Attach copy of Work Order, Agreement and Experience Certificate from the client

Signature of Authorized Person and seal

FORM D– FINANCIAL CAPACITY OF THE BIDDER

[On the letter head of the Bidding Company]

(In INR)

Bidder type	**Turnover FY 2023-24**	**Turnover FY 2024-25**	**Turnover FY 2025-26**
Single Legal Entity Bidder			
Average Turnover in Rs.			
Net Worth as on 31.03.2026			

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 valid UDIN No specifying the Turnover for the FY 2023-24, 2024-25 and 2025-26.**

Yours faithfully,

Date: (Signature of the authorized signatory with seal)

Place: (Name and designation of the authorized signatory)

FORM E – POWER OF ATTORNEY FOR SIGNING OF PROPOSAL (On a Rs. 100 non-judicial Stamp Paper duly notarized)

Know all men by these presents, We……..…(name of the firm and address of the registered office) 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 and things as are necessary or required in connection with or incidental to submission of our Bid for the "**Hiring of Light Commercial vehicle (Garbage Tippers) of 3.3 to 3.5 Cum capacity with partition of Wet & Dry waste for door-to-door collection of segregated Solid Waste in Bhubaneswar Municipal Corporation under 3 Packages.**" Proposed to be developed by Bhubaneswar Municipal Corporation including but not limited to signing and submission of all Bids / Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information / responses to BMC, presenting us in all matters before BMC, signing and execution of all contracts including the 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 completion of the project.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds 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 and shall be binding on us.

IN WITNESS WHEREOF WE,_____, THE ABOVE-NAMED PRINCIPAL HAVEEXECUTED THIS POWER OF ATTORNEY ON THIS__DAY OF _____, 20_

For

……Accepted

_____(signature) (Name, Title and Address) of the Attorney*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.*

- *Wherever required, the Agency should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency.*

FORM F – FORMAT FOR DECLARATION BY THE BIDDER ON BLACKLISTING AND TERMINATION (On a Rs. 100 non-judicial Stamp Paper duly notarized)

I/We, **M/s.** _____, having its registered office at _____, through its Authorised Signatory **Shri/Smt.** _____, hereby solemnly affirm and declare that:

1. I/We have carefully read and understood the provisions of the RFP floated by **Bhubaneswar Municipal Corporation (BMC)** for "_____".
2. I/We hereby declare that, as on the **Proposal Submission Date**, there is **no subsisting order of blacklisting, debarment, banning or prohibition from participation in Government procurement** against the Bidder issued by any Central Government Department, State Government Department, Urban Local Body, PSU or Statutory Authority.
3. I/We further declare that, during the **last five (05) years preceding the Proposal Submission Date**, if any order of blacklisting, debarment, banning or prohibition had been issued against the Bidder by any such authority, the same has **expired, been revoked, withdrawn, rescinded, set aside or otherwise ceased to be operative** as on the Proposal Submission Date. Details of any such order and its subsequent revocation/withdrawal/set-aside, wherever applicable, are furnished below:

Sl no.	Name of Authority	Nature of Order	Order No. & Date	Period of Blacklisting/Debarment	Present Status / Date of Revocation/Withdrawal/Set-aside

OR

"Nil – No such order has been issued against the Bidder during the aforesaid period."

4. I/We undertake that all information furnished above is true, complete and correct and that no material fact relating to any blacklisting, debarment, banning, revocation, withdrawal or setting aside of such order has been concealed or suppressed.
5. I/We further undertake that, if any information furnished herein is subsequently found to be false, incorrect or misleading, BMC shall be entitled to take appropriate action in accordance with the provisions of the RFP and applicable rules, including rejection of the bid, forfeiture of EMD and/or termination of the contract, as applicable.
6. I/We further undertake to immediately disclose to BMC any order of blacklisting, debarment, banning or prohibition issued against the Bidder during the tender process or during the currency of the contract.

I/We hereby certify that the above declaration is true and correct to the best of my/our knowledge and belief.

Place: _____

Date: _____

Signature of Authorised Signatory: _____

Name: _____

Designation: _____

Name of the Bidder/Agency: _____

Seal of the Bidder/Agency: _____

NOTARIAL ATTESTATION

Solemnly affirmed and signed before me on this ____ day of _____, 2026 at _____.

Signature & Seal of Notary Public

FORM G – BANK GUARANTEE FORMAT FOR EMD/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 "**Hiring of Light Commercial vehicle (Garbage Tippers) of 3.3 to 3.5 Cum capacity with partition of Wet & Dry waste for door-to-door collection of segregated Solid Waste in Bhubaneswar Municipal Corporation under 3 Packages.**" 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. 2,00,000/- (Rupees Two Lakh**) 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

FORM H – FORMAT FOR PR-BID CLARIFICATIONS

Sl. No.	Clause No. and Page no.	Existing Provision	Clarification/ Suggested Text for Amendment*

FORM J - FINANCIAL PROPOSAL

To be submitted online in the financial bid format in https://tendersodisha.gov.in/

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 authorised 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.2,00,000 (Rupees Two Lakhs only) in shape of Demand Draft in Schedule Bank/Bank Guarantee of Nationalised 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 JEPG 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.