



# **REQUEST FOR PROPOSAL**

## **Volume 1 Instruction to Bidders**

### **Selection of Service Provider for**

### **Collection and Transportation of Municipal Solid Waste and Street Sweeping in Select Wards of Bengaluru**

**April 2016**

**WARD No 121  
Binnypet**



**Bruhat Bengaluru Mahanagara Palike**

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**DISCLAIMER**

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Bruhat Bengaluru Mahanagara Palike (“**BBMP**”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers pursuant to this RFP (the “**Financial Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority , its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.



The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Service Provider, as the case may be, for the Assignment and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



**GLOSSARY**

<b>Agreement</b>	As defined in Clause 1.1.4
<b>Assignment</b>	As defined in Clause 1.1.2
<b>Authority</b>	As defined in Clause 1.1.2
<b>Bidders</b>	As defined in Clause 1.1.3
<b>Bidding Documents</b>	As defined in Clause 1.1.9
<b>Bid Due Date</b>	As defined in Clause 1.2.2
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Security</b>	As defined in Clause 1.2.4
<b>Government</b>	Government of Karnataka
<b>LOA</b>	As defined in Clause 3.7.10
<b>Lowest Bidder</b>	As defined in Clause 1.2.6
<b>Member</b>	Member of a Consortium
<b>PPP</b>	Public Private Partnership
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposals</b>	As defined in the Disclaimer
<b>Rights</b>	As defined in Clause 1.1.8
<b>Selected Bidder</b>	As defined in Clause 3.7.4
<b>Service Provider</b>	As defined in Clause 1.1.4
<b>Service Fee</b>	As defined in Clause 1.2.6

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.



## 1. INTRODUCTION

### 1.1. Background

1.1.1. Management of Municipal Solid Waste is an obligatory function of BBMP, under the Karnataka Municipal Corporation Act, 1976 and is responsible for providing municipal and civic services, which includes the collection, transportation and disposal of Municipal Solid Waste generated in the city. The Ministry of Environment and Forests (MoEF), Government of India (GoI), has formulated the Municipal Solid Wastes (Management and Handling) Rules 2000 ("MSW Rules"), which makes it mandatory to implement a scientific solid waste management system.

1.1.2. In this regard BBMP (the "**Authority**") intends to adopt a single stage bidding process for selection of the service provider to carry out collection and transportation of municipal solid waste and street sweeping in each of the wards of BBMP. Under phase 1, BBMP intends to select service providers for the wards listed in Schedule 1A, each of which would be awarded separately ("Phase" or "Phase 1").

This RFP is for collection and transportation of municipal solid waste and street sweeping in ward Binnypet, number 121 ("**Package**") more fully described in Schedule I B (hereinafter referred to as "**the Assignment**").

A Bidder can submit its Bid for any or all of the wards. However, a Bidder shall not be awarded more than 5 (five) wards in this Phase and subsequent phases, as and when carried out by BBMP. For the purpose of clarification, if company A (could be a Single Entity or member of a Consortium) is awarded two wards in Phase 1 and three wards in phase 2, it would not be eligible to participate in subsequent phases until the expiry of its contracts under Phase 1 or phase 2.

Existing contractors/ service providers, carrying out services of collection and transportation of municipal solid waste and street sweeping in 5 (five) or more wards shall not be eligible to bid in this Phase. Contractors/ service providers, carrying out the services of collection and transportation of municipal solid waste and street sweeping in less than 5 (five) wards of BBMP can bid in this Phase, however, shall be awarded wards, such that the total number of wards (including the existing contracts) does not exceed five.

In the event delimitation of BBMP takes place during the bid process or subsequently during the course of this Assignment, the boundaries of the wards as mentioned in the Agreement shall remain unchanged.

The Scope of Work to be undertaken in the Package is set out in Schedule 1C.



- 1.1.3. The Authority intends to qualify and select suitable Bidders (the “**Bidders**”) for the Package through an open competitive bidding process in accordance with the procedure set out herein.
- 1.1.4. The selected Bidder, (the “**Service Provider**”), shall be responsible for collection and transportation of municipal solid waste to decentralised waste collection center or any treatment and disposal facility suggested by BBMP in accordance with the provisions of an agreement (the “**Agreement**”) to be entered into between the Service Provider and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.5. The assessment of actual investment for implementing the Assignment will have to be made by the Bidders. BBMP may deploy its own pourakarmikas at any time during the Agreement Period with prior intimation to the Service Provider as per the terms set out in the draft Service Agreement.
- 1.1.6. The Agreement sets forth the detailed terms and conditions for grant of the rights to the Service Provider, including the scope of the Service Provider’s services and obligations (the “**Rights**”) enclosed as Volume 2 of this document.
- 1.1.7. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Rights to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by Authority.
- 1.1.8. Bidder under this RFP would be required to submit a Key Submission and Qualification Submissions and a Financial Bid for the Package in accordance with terms of this RFP document. The Bids would be evaluated on the basis of the evaluation criteria set out in Section 3 of this RFP in order to identify the Selected Bidder for the Package.
- 1.1.9. The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the “**Bidding Documents**”), as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bid.



## 1.2. Brief description of Bidding Process

- 1.2.1. The Authority has adopted a single-stage process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Package and invites Bids from eligible parties ("**Bidders**"), which expression shall, unless repugnant to the context include the members of the Consortium, for the Assignment electronically in the unified e-procurement platform of the Government of Karnataka [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) (hereinafter referred to as "**E-Procurement Website**") in accordance with the terms of this RFP. The Authority shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through E-Procurement Website or for rejection of Bids by E-Procurement for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.
- 1.2.2. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bidding Document may be downloaded from the website [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in). Bidder shall submit a Demand Draft of **Rs. 1000/- (Rupees Thousand only)** towards the cost of Bidding Documents as a part of the Bid post Bid Due Date and within the Due Date as set out in Clause 1.3. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.2.3. The Bidding Document includes the draft Agreement for the Assignment.
- 1.2.4. In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security amount of Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand only) for each Package (the "**Bid Security**"). The Bid Security is refundable not later than 90 (ninety) days from the Bid Due Date or any other extended period, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

The Bidder shall deposit the Bid Security through E-Procurement Website, through any one of the following e-Payment options only.

### Online payments:

Credit Card  
Direct Debit  
Internet Banking

### Offline payments:

Remittance at the Bank Counter using challan (ICICI Bank only)  
NEFT/RTGS





Please note that payment submitted through cheque or demand draft shall not be accepted. For further details regarding e-payment, please refer to E-Procurement Website.

**Note:** The Authority shall not be held responsible in case of failure on the part of the Bidder to furnish the Bid Security through E-Procurement Website or for rejection of Bids by E-Procurement for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

1.2.5. (A) Bidders would need to submit the following sets of documents as part of their Bid.

- a. Documents mentioned in Clause 2.11.2 - **"Key Submissions"**.
- b. Documents as mentioned in Clause 2.11.2 – **"Qualification Submission"**, relating to technical and financial capacity of the Bidder.
- c. Financial Bid as mentioned in Clause 2.11.2 - **"Financial Bid"**.

1.2.5 (B) The evaluation of the Bid submissions would be carried out in the following four stages;

**Stage I:** First stage would involve a test of responsiveness based on the Key Submissions. Those Bids found to be substantially responsive would be evaluated in the second stage.

**Stage II:** In the second stage, the information of the Bidders relating to their Technical Capacity and Financial Capacity would be evaluated as per the criteria set out in this RFP. Qualified Bidders (**"Technically Qualified Bidders"**) only would be considered for the evaluation in the next stage.

**Stage III:** The Financial Bid of only those Bidders who qualified in Stage III above would be opened and evaluation would be carried out in accordance with Section 3 of this RFP.

1.2.6. Bids are invited for the Assignment on the basis of the lowest monthly payment (**"Service Fee"**) to be paid by the Authority to the Service Provider during the Agreement Period. The Agreement Period is pre-determined, as indicated in the draft Agreement. The Service Fee shall constitute the sole criteria for evaluation of Bids. Subject to Clause 3.7, The Package shall be awarded to the Bidder quoting the Lowest Service Fee.

In this RFP, the term **"Lowest Bidder"** shall mean the Bidder who is offering the lowest Service Fee.

1.2.7. Generally, the Lowest Bidder shall be the selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its



discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

- 1.2.8. Bidders are invited to examine the Package in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the right.
- 1.2.9. As part of the Bidding Documents, the Authority will provide a draft Agreement and PIM prepared by the Authority / its consultants and other information pertaining/ relevant to the Assignment available with it.
- 1.2.10. The Service Provider shall be entitled to use the benefits arising from implementation of the Assignment in accordance with the terms and conditions provided in the Agreement.
- 1.2.11. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated below. The envelopes/ communications shall clearly bear the following identification/ title:

**"Queries/ Request for Additional Information: RFP for Collection and Transportation of Municipal Solid Waste and Street Sweeping in Binnypet, Ward No. 121"**

Address for Communication:

Attention of :	Executive Engineer
Division	Gandhinagara
Address:	Executive Engineer Office, Sheshadripuram, Bengaluru – 560 020

### 1.3. Schedule of Bidding Process

The schedule of Bidding Process and venue of pre-Bid conference is in accordance with the notification issued by the Authority.



## 2. INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1. General Terms of Bidding

2.1.1. The Authority wishes to receive Bids for the Assignment in order to identify experienced and capable Bidders for the Package.

#### 2.2. Eligibility of Bidders

2.2.1. For determining the eligibility of Bidders for their qualification hereunder, the following shall apply:

(a) A Bidder may be a single entity or a group of entities (the “**Consortium**”), coming together to implement the Assignment. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder in this Phase. A Bidder shall not be allowed to change its composition for any of the Packages in this Phase, i.e. single entity bidding for a Package cannot bid as a Consortium for any other Package and a group of entities bidding as a Consortium for a Package cannot change its Consortium composition for any other Package under this Phase. Further the Bidder shall not change their composition during the Agreement Period, if the Package is awarded to them. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) A Bidder may be a private entity including a company incorporated under Companies Act, 1956 or any other equivalent foreign law, society, trust, registered partnership firm, registered sole proprietor, individual or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.11 below.

(c) Existing contractors/ service providers, carrying out the services of collection and transportation of municipal solid waste and street sweeping in 5 (five) or more wards shall not be eligible to bid in this Phase. Contractors/ service providers, carrying out the services of collection and transportation of municipal solid waste and street sweeping in less than 5 (five) wards of BBMP can bid in this Phase, however, shall be awarded wards, such that the total number of wards (including the existing contracts) does not exceed five.

2.2.2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.



- 2.2.3. The Financial Bid should be furnished in electronic mode in the slot provided for Financial Bid only in the format at Appendix-VIII, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the lower of the two shall be taken into account.
- 2.2.4. The Financial Bid shall consist of Service Fee, to be quoted by the Bidder as per the terms and conditions of this RFP and the provisions of the Agreement.
- 2.2.5. Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid.
- 2.2.6. The Bid submission and all communications in relation to or concerning the Bidding Documents and the Bid submission shall be in English language.
- 2.2.7. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.
- 2.2.8. This RFP is not transferable.
- 2.2.9. Any award of Rights pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.2.10. The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.
- 2.2.11. In case the Bidder is a Consortium, it shall, comply with the following requirements:
- (a) Number of members in a Consortium shall not exceed 2 (two);
  - (b) Members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), the Bid should contain the information required for each member of the Consortium;
  - (c) The nomination(s) of the Lead Member shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by the other member of the Consortium;
  - (d) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and O&M obligations;



- (e) An individual Bidder cannot at the same time be member of a Consortium applying for Package. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium applying for the Package;
- (f) Members of the Consortium shall enter into a binding Memorandum of Understanding (the **“Memorandum of Understanding” or “MoU”**), for the purpose of submitting Bid and should submit the same along with the Bid. MoU should be specific to the Package and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. MoU shall, inter alia:
  - i. Convey the intent of the members of the Consortium to enter into the Agreement in case the Package is awarded to the Consortium;
  - ii. The Lead Member would enter into the Agreement with BBMP on behalf of the members of the Consortium and subsequently carry out all the responsibilities as the Service Provider in terms of the Agreement;
  - iii. Clearly outline the proposed roles and responsibilities of each member of the Consortium;
  - iv. Include a statement to the effect that all members of the Consortium shall under the Agreement, be liable jointly and severally for all obligations of the Service Provider in relation to the Package.
- (g) MoU entered into, between the members of the Consortium shall be specific to the Package and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for rejection.

2.2.12. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.13. A Bidder including any Consortium Member should, in the last 3 (three) years, 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 against the Bidder, Consortium Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member.

2.2.14. In computing the Technical Capacity and Financial Capacity of the Bidder under Clause 3.4.1, the Technical Capacity and Financial Capacity of the Bidder only would be considered.

2.2.15. The following conditions shall be adhered to while submitting the Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;



- (b) Information supplied by the Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder named in the Bid and not, unless specifically requested, to other associated companies or firms.

2.2.16. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

### 2.3. Change in Consortium

The Authority restricts a change in control of a Consortium, the Bidder is not allowed to change the composition of the Consortium during the Bidding Process and after signing of the Agreement. In the event of change in Consortium, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Service Provider. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

### 2.4. Cost of Bidding

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

### 2.5. Site visit and verification of information

2.5.1. Bidders are encouraged to submit their respective Bid after visiting the Assignment site and ascertaining for themselves the site conditions, location, surroundings, climate, existing plantation and infrastructure, availability of power, water and other utilities for development, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2. It shall be deemed that by submitting the Bid, the Bidder has:

- (a) made a complete and careful examination of the RFP;



- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Assignment in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement;
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

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

## 2.6. Right to accept or reject any or all Bids

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

2.6.2. The Authority reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (i) invite the remaining Bidders to match the Lowest Bidder/submit their Bids in accordance with the RFP; or



- (ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.6.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the right thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Agreement or under applicable law.
- 2.6.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

## **B. DOCUMENTS**

### **2.7. Contents of the RFP**

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

#### **Invitation for Bids**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

#### **Appendices**

#### **Key Submissions and Qualification Submissions**

- I Letter of Bid
- II Power of Attorney for signing of Bid
- III Power of Attorney for Lead Member of Consortium
- IV Technical Capacity of the Bidder
- V Financial Capacity of the Bidder





VI Anti Collusion Certificate  
VII Anti – Blacklisting Affidavit

**Financial Bid**

VIII Financial Bid

**2.8. Clarifications**

- 2.8.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries but no later than 7 (seven) days prior to the Bid Due Date. The responses will be published in the E-Procurement Website.
- 2.8.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through E-Procurement Website. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

**2.9. Amendment of RFP**

- 2.9.1. At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.9.2. Any Addendum thus issued will be published in E-Procurement Website. The published details on the said sources will be binding on the participating Bidders.
- 2.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date and/or Due Date. Information about extension of the deadline will be published in E-Procurement Website vide corrigendum



**C. PREPARATION AND SUBMISSION OF BID****2.10. Format and signing of Bid**

2.10.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.10.2. The Bid and its copies shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers.

2.10.3. All documents of the Bids submitted in electronic mode under this RFP shall be uploaded on E-Procurement Website: [www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in) using digital signature.

**2.11. Sealing and Marking of Bids**

2.11.1. The Bidder shall submit the Bid in the form specified in Clause 2.11.2.

2.11.2. A Bidder shall submit Key Submission and Qualification Submission for the Package and marked as “Key Submission and Qualification Submission” and shall include following documents:

**Key Submission**

- (i) Scanned copy of Letter of Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Scanned copy of the Bid Security;
- (iii) Scanned copy of Power of Attorney for signing the Bid as per the format at Appendix-II;
- (iv) If applicable, scanned copy of the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (v) Scanned copy of the Memorandum of Understanding, in case of a Consortium;
- (vi) Scanned Copies of :
  - a) In case of an individual, copies of PAN card, PF returns and ESI returns
  - b) In case of registered proprietorship firm, copies of PAN card, PF returns and ESI returns
  - c) In case of registered partnership firm, copies of registered partnership deed, PAN card, PF returns and ESI returns



- d) In case of companies, copies of Memorandum of Understanding and Articles of Association, Certificate of Incorporation, PF returns and ESI returns
- e) In case of registered society, copies of Registration Certificate from the Registrar of the State for Societies, Register of Members, PAN card and PF returns
- f) In case of registered co-operative society, copies of Registration Certificate from the Registrar of the State for Co-Operative Societies, Register of Members, PAN card and PF returns
- g) In case of registered trusts, copies of Registration Certificate from the Registrar of the State for Trusts, Registered Trust deed, PAN card and PF returns
- (vii) Scanned copies of Bidder's duly audited<sup>1</sup> balance sheet and profit and loss account for the preceding three years;
- (viii) Scanned copy of Demand Draft of Rs 1000/- (Rupees Thousand only) in favour of the Commissioner, Bruhat Bengaluru Mahanagara Palike towards the cost of Bidding Documents.

#### **Qualification Submission**

- (ix) Scanned copies of Technical Capacity in the prescribed format (Appendix IV)
- (x) Scanned copies of Financial Capacity in the prescribed format (Appendix V)

#### **Financial Bid**

The Financial Bid of the Bidder shall be submitted only through E-Procurement Website in the slot provided for Financial Bid only. The Financial Bid of the Bidder shall be an amount (in Rupees) proposed to be charged by the Bidder per month for carrying out the activities set out in the Scope of Work and shall be submitted in the format provided in Appendix VIII. The Bidders shall be required to upload separate Financial Bid for the Package in the slot provided for Financial Bid in the E-Procurement Website. Any Financial Bid received in part or in complete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non-responsive Bid and would be rejected.

2.11.3. Bid submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.11.4. The Demand Draft shall be submitted post Bid Due Date and within the Due Date as set out in Clause 1.3.

<sup>1</sup> Registered Sole Proprietor, Registered Partnership firm and Trusts can submit the certificate from the Chartered Accounts who audits their books of accounts.



**2.12. Bid Due Date**

2.12.1. Bids should be submitted before 1600 hours IST on the Bid Due Date, in the manner and form as detailed in this RFP. The Demand Draft towards cost of the RFP document should be submitted up to the due date ("Due Date") and not earlier than the Bid Due Date, as per the Schedule of Bidding Process provided in Clause 1.3, at the address provided in Clause 1.2.11 in the manner and form as detailed in this RFP and an acknowledgment / proof of delivery shall be obtained.

2.12.2. The Authority may, in its sole discretion, extend the Bid Due Date and/or Due Date for hard copy submission of Demand Draft by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.12.3. The Authority reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bid.

**2.13. Late Bid**

Bids received by the Authority after the specified time on the Bid Due Date and/or Due Date shall not be eligible for consideration and shall be summarily rejected.

**2.14. Contents of Financial Bid**

2.14.1. The Financial Bid shall be furnished in electronic mode in the slot provided for Financial Bid only in the format at Appendix – VIII and shall consist of the monthly Service Fee, to be quoted by the Bidder. The Bidder shall specify (in Indian Rupees) the monthly Service Fee sought by him, to undertake the Assignment in accordance with this RFP and the provisions of the Agreement. Any Financial Bid received in part or in complete form in the slot other than the slot provided for submission of Financial Bid shall be considered as a non-responsive Bid and would be rejected.

2.14.2. The Assignment will be awarded to the Bidder quoting the lowest Service Fee.

2.14.3. The opening of the Financial Bid shall be as per the order described in Clause 3.7.1 and acceptance thereof shall be substantially in accordance with the RFP.

2.14.4. The proposed monthly Service Fee shall be part of the Bid.

**2.15. Withdrawal of Bids**

2.15.1. The Bidder may withdraw its Bid after submission of the Bids electronically prior to Bid Due Date. No Bid shall be withdrawn by the Bidder on or after the Bid Due Date.

2.15.2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date or Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.



2.15.3.No Bid may be withdrawn during the period after Bid Due Date or Due Date and during Bid Validity Period. Withdrawal of a Bid during this period may result in the forfeiture of its Bid security, pursuant to Clause 2.20.6.

#### 2.16. **Rejection of Bids**

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at anytime without any liability or any obligation.

#### 2.17. **Validity of Bids**

The Bid shall be valid for a period not less than 120 days (one hundred and twenty) days from the Bid Due Date. The Validity of the Bids may be extended by mutual consent of the respective Bidders and the Authority.

#### 2.18. **Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. the Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

#### 2.19. **Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

### **D. BID SECURITY**

#### 2.20. **Bid Security**

2.20.1.The Bidder shall furnish as part of its Bid, a Bid Security amount as provided in Clauses 1.2.4 hereinabove.

2.20.2.The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.20.3.Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.



- 2.20.4. Save and except as provided in Clauses 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date.
- 2.20.5. The Selected Bidder's Bid Security for the Package will be returned, without any interest, upon the Service Provider signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof.
- 2.20.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.20.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:
- (a) If a Bidder submits a non-responsive Bid;
  - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
  - (c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - (d) In the case of Selected Bidder, if it fails within the specified time limit
    - i. to sign and return the duplicate copy of LOA;
    - ii. to sign the Agreement; or
    - iii. to furnish the Performance Security within the period prescribed therefor in the Agreement; or
  - (e) In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.



### 3. EVALUATION OF BIDS

#### 3.1. Opening and Evaluation of Bids

- 3.1.1. The Authority shall open the Bids at the date and time mentioned in Clause 1.3, at the place specified below and in the presence of the Bidders who choose to attend.

Bruhat Bengaluru Mahanagara Palike,  
Head Office, Corporation Circle,  
Hudson Circle  
Bengaluru - 560 002

- 3.1.2. The Authority will examine and evaluate the Bids in accordance with the provisions set out in this Section 3.
- 3.1.3. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The Authority reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bids.
- 3.1.4. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Package is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.1.5. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

#### 3.2. Tests of responsiveness & Evaluation For Qualification & Financial Bid

- 3.2.1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- (a) it is received as per the format at Appendix I;
  - (b) it is received as per the format at Appendix I to Appendix IX and its Annexures;
  - (c) it is received by the Bid Due Date and/or Due Date including any extension thereof pursuant to Clause 2.12.2;
  - (d) it is submitted electronically on the E-Procurement Website in the manner as stipulated in Clauses 2.11;
  - (e) it is accompanied by valid Bid security for the Package;
  - (f) it is accompanied by the Power of Attorney as specified in Clause 2.2.10, as the case may be;



- (g) it contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified);
- (h) it is accompanied by the Memorandum of Understanding (for Consortium), specific to the Package, as stipulated in Clause 2.2.11(f);
- (i) it does not contain any condition or qualification; and
- (j) it is not non-responsive in terms hereof.

3.2.2. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

### 3.3. Evaluation parameters

3.3.1. The Bidder's competence and capacity is proposed to be established by the following parameters:

- (a) Technical Capacity; and
- (b) Financial Capacity

### 3.4. Eligible Experience

3.4.1. To be eligible, a Bidder shall fulfill the following conditions of eligibility:

- (A) **Technical Capacity:** For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall meet the following criteria;

Sl. No:	CRITERIA	PERIOD	UNIT	MINIMUM VALUE
1.	TECHNICAL CAPACITY			
A.	Experience			
i	Door-to-door collection of municipal solid waste and transportation of the same to designated locations from at least	12 months in the past 5 (five) years preceding the Bid Due Date	Number of Households	5438
OR				
ii	Regular cleaning / sweeping of streets for at least		km of streets	15.0
OR				
iii	Handling and secondary transportation of at least		TPD of MSW	10.5
AND				
B.	Resources			
i	Management of vehicles	12 months in the past 5 (five)		
a	Primary Vehicles		Auto	11





Sl. No:	CRITERIA	PERIOD	UNIT	MINIMUM VALUE
		years preceding the Bid Due Date	Tippers/ Luggage Autos	
	<b>AND</b>			
b	Secondary Vehicles		Compactors <sup>2</sup>	1
			or	
			Tipper Lorries	2
	<b>AND</b>			
ii	<b>Managed staff for MSWM of atleast</b>	12 months in the past <b>5 (five)</b> years preceding the Bid Due Date	No. of operational staff	66
<b>2.</b>	<b>FINANCIAL CAPACITY</b>			
i	<b>Net Worth</b>	Close of the preceding financial year	(in case of a Consortium, both members shall demonstrate positive Networth at the close of the preceding financial year)	Positive
	<b>AND</b>			
ii	<b>Average Annual Turnover</b>	Last two years preceding the Bid Due Date	Rs. Crores	1.00

The Bidder shall submit an affidavit stating that:

- (i) Documentary proof demonstrating the ownership of vehicles in the form of registration certificate, insurance and emission test certificates for the number of vehicles<sup>3</sup> quoted in Appendix VIII, Annex – I: Financial Bid – Break Up will be submitted within Resource Mobilisation Period as set out in the Service Agreement.
- (ii) A Letter of Credit will be submitted within 2 weeks from the date of issue of Letter of Award equivalent to 3 months Service Fee.

<sup>2</sup> For the purpose of evaluation 2 Tipper Lorries would be considered as equivalent to 1 Compactor, where Bidder has submitted its capacity in terms of Tipper Lorries.

<sup>3</sup> At least 80% of the Primary Vehicles (Auto Tippers/Luggage Autos) and 100% of the Secondary Vehicles (Compactors) as specified in Annex-I of Appendix VIII must be owned by the Bidder



The Bidder shall satisfy all of the financial criteria provided above to demonstrate its Financial Capacity.

In case of a Consortium, the combined Technical Capacity and Financial Capacity of the Lead Member and the other member of the Consortium shall be considered.

### 3.4.2. **Determination of Technical and Financial Bid Capacity (Assessment of capacity for multiple Packages)**

Bidder shall be awarded a maximum of 5 (five) Packages in this Phase. The Financial Bids will be opened in the numerological order of the ward numbers. However, where the Bidder is a Preferred Bidder for more than 1(one) Package, Technical and Financial Bid Capacity to undertake each of Package awarded after the award of first Package shall be demonstrated by the Bidder. The Bidder upon being the Selected Bidder in any one Package shall be assessed for the second Package only if its Technical and Financial Bid Capacity is not exhausted and the remaining Technical and Financial Bid Capacity is adequate for the Package for which it is being evaluated.

### 3.5. **Details of Experience**

- 3.5.1. The Bidder should furnish the details of Eligible Experience for the past 5 (five) years preceding the Bid Due date.
- 3.5.2. The Bidders must provide the necessary information relating to Technical Capacity as per format of Appendix IV.

### 3.6. **Financial information for purposes of evaluation**

- 3.6.1. The Bid must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last financial year, preceding the year in which the Bid is made.

### 3.7. **Evaluation of the Financial Bid**

- 3.7.1. In this stage, the Financial Bid of all the Technically Qualified Bidders will be opened in the order decided by Tender Scrutiny Committee set up for the same, in presence of the Bidders' representatives who choose to attend. The Bidders' representatives who are present shall be required to sign and record their attendance.

The Financial Bid of the Bidder shall consist of the monthly Service Fee. This shall be the sole bid parameter for selection of the Preferred Bidder.

- 3.7.2. The Bidder quoting the lowest Service Fee, as per the format prescribed in Appendix VIII, shall be declared as the Preferred Bidder.



- 3.7.3. The Authority may, at its discretion, either choose to accept the Service Fee of the Preferred Bidder or invite him for negotiations.
- 3.7.4. Upon acceptance of the Financial Bid of the Preferred Bidder with or without negotiations, the Authority shall declare the Preferred Bidder as the selected Bidder (the "**Selected Bidder**").
- 3.7.5. To be considered for more than one Package, a Bidder must demonstrate to have Technical and Financial Bid Capacity as set out in Clause 3.4.2 for the Packages for which it has submitted the Financial Bids. The sequence of opening of Financial Bids shall be carried out in the numerical order. At the outset, the Financial Bids of all the Qualified Bidders shall be opened for one Package. The Bidder quoting the lowest Service Fee would be the Preferred Bidder for that first Package. Before opening the Financial Bid of such Preferred Bidder for the second Package, the Preferred Bidder's residual Technical and Financial Bidding Capacity would be estimated. Technical and Residual Financial Bidding Capacity shall be calculated by deducting the minimum Technical Capacity and Financial Capacity as mentioned in Clause 3.4.1 (A) and Clause 3.4.1 (B) for the awarded Package from the total Financial Capacity of the Bidder. If its residual Technical and Financial Bidding Capacity is adequate for that second Package then its Financial Bid would be considered for evaluation. In case the Technical and Financial Bidding Capacity of the Preferred Bidder is exhausted and the residual Technical and Financial Bidding Capacity is not adequate for the Package under consideration, then the Financial Bid of such Preferred Bidder shall not be opened for the same. The Preferred Bidder for that Package would be the Bidder quoting the lowest Service Fee among the remaining Qualified Bidders.
- 3.7.6. In the event that two or more Bidders quote the same amount of Service Fee (the "**Tie Bidders**"), the Authority shall identify Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.7.7. In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may invite all the remaining Bidders qualified for opening of Financial Bid to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.
- 3.7.8. In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 3.7.7, the Authority may, in its discretion, annul the Bidding Process.



- 3.7.9. A Bidder would be awarded a maximum of 5 (five) Packages. However, in case the Bidder has submitted the Bid for more than 5 (five) Packages and has already been declared as a Preferred Bidder for 5 (five) Packages, then the Financial Bids submitted by such Bidder in respect of the remaining Packages will not be considered for evaluation and shall be returned to the Bidder by the Authority unopened.
- 3.7.10. After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.7.11. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period of 15 days. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

### 3.8. **Contacts during Bid Evaluation**

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

### 3.9. **Performance Security**

- 3.9.1. The Selected Bidder shall furnish Performance Security by way of an irrevocable Bank Guarantee required under the draft Agreement.

Failure of the Selected Bidder to comply with the requirements of Clause 3.7.11 shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process provided along therewith.



**4. FRAUD AND CORRUPT PRACTICES**

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or



otherwise ceases to be in the service of the Authority , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Assignment or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Assignment.

- (b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process;; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



## 5. PRE-BIDCONFERENCE

- 5.1. A Pre-Bid meeting shall be convened at the date and place as mentioned in Clause 1.3.
- 5.2. During the course of Pre-Bid conference, the Bidder will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.



**6. MISCELLANEOUS**

- 6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.





## Schedule A: List of Wards in Phase 1

Ward No	Ward Name	Zone
5	Jakkuru	Yelahanka
6	Thanisandra	Yelahanka
13	Mallasandra	Dasarahalli
15	Dasarahalli	Dasarahalli
17	J P Park	Rajarajeshwari Nagara
18	Radhakrishna Temple ward	East
19	Sanjaya Nagar	East
20	Ganga Nagar	East
21	Hebbala	East
22	Vishwanath Nagenahalli	East
23	Nagavara	East
26	Ramamurthy Nagar	Mahadevapura
28	Kammanahalli	East
29	Kacharkanahalli	East
30	Kadugondanahalli	East
31	Kushal Nagara	East
32	Kavalbyrasandra	East
33	Manorayanapalya	East
34	Gangenahalli	East
35	Aramane Nagara	West
36	Mattikere	West
37	Yeshwanthpura	Rajarajeshwari Nagara
38	HMT ward	Rajarajeshwari Nagara
39	Chokkasandra	Dasarahalli
41	Peenya Industrial Area	Dasarahalli
42	Lakshmi Devi Nagar	Rajarajeshwari Nagara
44	Marappana Palya	West
45	Malleswaram	West
46	Jayachamarajendra Nagar	East
47	DJ Halli	East
48	Muneshwaranagar	East
49	Lingarajapura	East
50	Benniganahalli	East
51	Vijnanapura	Mahadevapura
55	Devasandra	Mahadevapura
56	A Narayanapura	Mahadevapura
57	C V Raman Nagar	East
58	New Tippasandara	East
59	Maruthi Seva Nagar	East
60	Sagayapuram	East
62	Ramaswamy Palya	East
63	Jayamahal	East
64	Rajmahalnagara	West
65	Kadu Malleshwara	West
66	Subramanya Nagara	West
67	Nagapura	West
68	Mahalakshimpuram	West
69	Laggere	Rajarajeshwari Nagara
70	Rajagopal Nagar	Dasarahalli
71	Hegganahalli	Dasarahalli
72	Herohalli	Rajarajeshwari Nagara
74	Shakthi Ganapathi Nagar	West
75	Shankar Matt	West
76	Gayathrinagara	West



Ward No	Ward Name	Zone
77	Dattatreya Temple	West
78	Pulkeshinagar	East
79	Sarvagnanagara	East
80	Hoysala Nagar	East
81	Vijnana Nagar	Mahadevapura
82	Garudachar Playa	Mahadevapura
83	Kadugodi	Mahadevapura
84	Hagadur	Mahadevapura
86	Marathahalli	Mahadevapura
87	HAL Airport ward	Mahadevapura
88	Jeevanbhima Nagar	East
89	Jogupalya	East
90	Halasuru	East
91	Bharathinagar	East
92	Shivajinagar	East
93	Vasanth Nagar	East
95	Subhashnagar	West
96	Okalipura	West
97	Dayanandnagar	West
98	Prakashnagara	West
99	Rajajinagar	West
100	Basaveshwaranagar	West
101	Kamakshipalya	West
102	Vrisabhavathi	West
103	Kaveripura	West
104	Govindaraja Nagar	West
105	Agrahara Dasarahalli	West
106	Dr. Raj Kumar Ward	West
107	Shivanagara	West
108	Sriramamandira	West
111	Shanthala Nagar	East
112	Domlur	East
113	Konena Agrahara	East
114	Agaram	East
115	Vannarpet	East
116	Neelasandra	East
117	Shanthi Nagar	East
118	Sudham Nagar	South
120	Cottonpet	West
121	Binnypet	West
122	K.P.Aghara	South
123	Vijayanagara	South
124	Hosahalli	South
125	Marenahalli	West
126	Maruthi Mandir ward	West
127	Mudalapalya	West
128	Nagarabhavi	West
132	Attiguppe	South
133	Hampi Nagar	South
134	Bapujinagara	South
135	Padarayanapura	West
136	JJR Nagar	West
137	Rayapuram	West
138	Chalavadi Palya	West
139	SKR Market	West
140	Chamarajpet	West
141	Azadnagar	West
142	Sunkenahalli	South
143	V.V.Puram	South



Ward No	Ward Name	Zone
144	Siddapura	South
145	Hombegowdanagara	South
147	Adugodi	South
148	Ejipura	South
149	Varthuru	Mahadevapura
152	Sudduguntepalya	South
153	Jayanagar	South
154	Basavanagudi	South
155	Hanumanth Nagar	South
156	Srinagar	South
157	Gali Anjenaya Temple ward	South
158	Deepanjali Nagar	South
162	Girinagar	South
163	Katriguppe	South
165	Ganesh Mandir ward	South
166	Karisandra	South
167	Yediyur	South
168	Pattabhiramanagar	South
169	Byrasandra	South
170	Jayanagar East	South
171	Gurappanapalya	South
172	Madivala	South
173	Jakkasandra	South
175	Bommanahalli	Bommanahalli
177	J P Nagar	South
178	Sarakki	South
179	Shakambari Nagar	South
180	Banashankari Temple	South
181	Kumaraswamy Layout	South
182	Padmanabha Nagar	South
183	Chikkalsandra	South
185	Yelchenahalli	Bommanahalli
186	Jaraganahalli	Bommanahalli
187	Puttenahalli	Bommanahalli
188	Bilekhal	Bommanahalli
189	Hongasandra	Bommanahalli
190	Mangammanapalya	Bommanahalli
195	Konankunte	Bommanahalli



**Schedule B: Package Details****A. Description of the Package**

[The details in the table set out below would need to be filled for the Package]

Package Name: Binnypet

Package Number: 121

**BBMP Assets**

The Vehicles setout herein are provided by BBMP to the Service Provider which includes the items set out below:

Particulars	Quantity (in Nos.)	Description
Auto Tipper/ Luggage Auto	3	
Compactors	1	
Poura Karmikas	26	

Note: The existing number of BBMP Pourakarmikas in the ward shall subject to change at any point during the Agreement Period, as and when decided by BBMP

**Designated Locations**

The details of processing and disposal facilities are as set out below:

Item	Designated Location
Wet Waste Processing and Disposal Facility	Terrafirma
Dry Waste Collection Centre	
Low-value Dry Waste aggregating facility	Terrafirma
Designated Landfill	Terrafirma
Sanitary Waste Disposal	
Shredder/Chopper (if any)	
Green Waste Disposal	
Animal Waste Disposal	
Disposal of Dead Animals	
Secondary Collection Point	1. 2. 3.

**Note:** Designated Locations for the ward shall be reviewed and approved by BBMP while finalizing the route plan



**B. The package area would be as set out in the map:**



C. Details of the Ward are provided in the table below:



## TEMPLATE 1

## BBMP WARD TEMPLATE FOR MSW COLLECTION, TRANSPORT AND DECENTRALISED WARD INFRASTRUCTURE

ZONE NAME

WEST

WARD NO AND  
WARD NAME

Binnypet

121

DATE 15.12.2015

Household Data	
Estimated Population(2015)	45,080
Total No Of HHS	10,936
No.Of Slum HHS	100
HHS in Large Apatments(>50units)	60
Regular HHS for D2D	10,773
Low Income HHS	8,079
Mixed HHS	8,079
High Income HHS	2,167
	527

Small Commercial Establishments	
Shops & Wholesalers	364
Clinics(small)	11
Retail Units & Offices(small)	885
Industrial Units/Godowns etc	1
Educational Institutions (small)	16
Vegetable Vendors	200
<b>Total</b>	<b>1477</b>

Bulk Generators				
HHS in Large Apts	Gated Communities	PGs	Govt, Education Institution & Industries	Large Hotels
60	0	0	311	3
small Hotels and clubs	Malls & Large Shops	Choultries	Large Markets	Religious Institutions
2	1	1	1	0

Street Sweeping(in KMS)						
Major Roads	Intermediate Roads	Minor Roads	Total	Minor Roads(by Frequency)		
				Daily	Alternate Day	Twice a Week
1.4	3.7	24.8	29.9	24.8	0	0
					Once A Week	0

Streets with high floating population	
Road Name	Road Length(in Km)
Magadi Main Road	0.50Km
Binnyopet Road	0.50Km

Total Road Length in KMs for	1.00Km
Number of Community Toilets	2Nos

Number of BBMP Pks		
Working	OOD	Total
22	4	26

Season	Special Days	Addl.MSW( TPD)	No of Days
Oct(Dasara)			
Aug(Ganesh)			
Aug(Varamahalakshmi)			

DATE :  
SIGNATURE :  
DESIGNATION

  
Superintendent Engineer

Chief Engineer

Joint Commissione(SWM)

## Schedule C: Scope of Work

The Scope of Services of the Service Provider is listed in the table below:

Sl.No	Activity	Process	Frequency
<b>A</b>	<b>Primary Collection</b>		
1	Households (including Slums) and Commercial Establishments not categorised under Bulk Generator	<p>Service Provider shall begin door to door collection from Households with all Resources deployed in the Package, no later than 6:30 AM unless otherwise specified in the Agreement.</p> <p>After completion of collection of MSW from Households, the Service Provider shall begin door to door collection from Commercial Establishments (other than Bulk Generators). However, this shall preferably begin at 11.00 AM and shall not commence later than 1:00 PM unless otherwise specified in the Agreement.</p> <p>MSW collected from the slum areas shall be transferred to Auto-tipper(s) which shall further transfer the same for Secondary Transportation to the Designated Location(s).</p> <p>Contractor shall not refuse any stream of waste from the HH as part of its obligation.</p>	
i	Dry Waste (including e-waste, hazardous waste)	<p>Door to door collection of dry waste shall be carried on every alternate day using the Vehicle Type prescribed in Schedule 3A.</p> <p><i>The waste must be transported to the Designated DWCC.</i></p> <p>The Service Provider shall accept dry waste handed over in a disposable bag/ a returnable bin to be emptied into the Vehicle.</p> <p>Collection of special waste streams shall be carried out from households such as mattresses, broken chairs, etc.</p>	Every Alternate Day





Sl.No	Activity		Process	Frequency



Sl.No	Activity	Process	Frequency
ii	Wet Waste	<p>Door to door collection of wet waste shall be carried out on a daily basis using the Vehicle Type prescribed in Schedule 3A.</p> <p>Any mixed waste received, shall be transferred for Secondary Transportation to the Designated Location for Mixed Waste.</p> <p>Kitchen waste/organic waste will be collected in separate receptacles.</p> <p>Non segregated waste/mixed waste post 2 month from Agreement Date is a punishable offence. This will be followed strictly.</p> <p>The Service Provider shall accept wet waste handed over in a returnable bin to be emptied into the Vehicle.</p> <p>If wet waste is received in bags, the Service Provider shall empty the bag and return it to the HH</p> <p>Ordinarily mixed waste will not be collected.</p> <p>Alternatively, this may be collected against payment of penalty during the transition period ( 1 month from receipt of Letter of Commencement) of the contract only.</p> <p>Non-compliance by generators by providing non-segregated waste is a punishable offence.</p> <p>In the event of receipt of mixed waste, the Service Provider shall collect and transport the same in a separate bin. Specification of the bins for collection of mixed waste is set out in Schedule 3C.</p> <p>Incase of noncompliance in providing</p>	Daily



Sl.No	Activity	Process	Frequency
		<p>segregated waste by the generators, Service Provider shall be allowed to collect necessary proof (photograph with time stamp with GPS location) and submit the same to BBMP.</p> <p>BBMP shall levy the fine on the generator which must be subsequently collected by the Service Provider from the respective HH which has failed to comply with and handover the same to BBMP. BBMP shall further share with the Service Provider, 50% of the total amount collected through fine.</p>	



Sl.No	Activity		Process	Frequency
iii	Sanitary Waste	<p>Door to door collection of Sanitary Waste shall be carried out along with Wet Waste. However, Sanitary Waste shall be collected and transported in separate bags.</p> <p>To be handed over at Designated Location</p>	<p>The Service Provider shall accept sanitary waste handed over in a separate bag.</p> <p>The bag must be marked with a cross on it.</p> <p>The bag must be marked with a cross on it. The collection vehicle shall have a separate bag/bin to temporarily store sanitary waste, till the same is transferred to the lorry point receptacle.</p>	Daily
<b>2</b>	<b>Street Sweeping and Clearing</b>			
i	Roads, footpaths, flyovers and sub-ways	Service Provider is responsible for sweeping all the roads, footpaths, flyovers and sub-ways within the Package. Wherever medians are present, all litter (including leaf litter) shall be cleared. Steps at sub-ways shall also be swept.	<p>Sweeping activities with all Resources deployed in the Package, shall commence no later than 6.30 AM and shall be completed by 1:00 PM.</p> <p>Manpower responsible for sweeping shall gather and place in bags, as specified in Schedule 7, the silt/waste from street sweeping at intervals of 50 m. These bags shall be collected by Vehicles deployed by the Service Provider specifically for transporting</p>	<p>Major: Daily</p> <p>Intermediate: Daily</p> <p>Minor: Daily/Alternate/ Once or Twice a Week, as per specified in Schedule 7</p>



Sl.No	Activity	Process	Frequency
		street sweeping waste to the Secondary Collection Point.	
ii	Street Sweeping- Second Shift	<p>The Service Provider shall undertake second shift of sweeping on the following roads:</p> <ol style="list-style-type: none"> <li>a.</li> <li>b.</li> <li>c.</li> <li>d.</li> <li>e.</li> </ol> <p>Sweeping activities with all Resources deployed in the Package, shall commence no later than 9:00 PM and shall be completed by 1:00 AM.</p> <p>Manpower responsible for sweeping shall gather and place in bags, as specified in Schedule 7, the silt/waste from street sweeping at intervals of 50 m. These bags shall be collected by Vehicles deployed by the Service Provider specifically for transporting street sweeping waste to the Secondary Collection Point.</p>	Daily



Sl.No	Activity		Process	Frequency
iii	Playgrounds, burial grounds and parks, Public toilets and urinals	Service Provider is responsible for clearing litter in the BBMP maintained/owned playgrounds, burial grounds and parks, removal of wall posters within the Package.	The waste shall be segregated and disposed as per the process specified for dry, wet, sanitary waste, green waste and street sweeping waste as set out in Sl. No. 1 and 2 above.	Burial grounds- Every Alternate Day Parks and playgrounds – Daily Removal of wall posters – Daily
iv	Vacant Sites	Service Provider is responsible for clearing any Municipal Solid Waste including weeds found on vacant sites within the Package.	<p>The waste shall be segregated and disposed as per the process specified for dry, wet, sanitary waste and street sweeping waste as set out in Sl. No. 1 and 2 above.</p> <p>In case, a request is placed by the concerned BBMP Representative to clear a specific Vacant Site, the said Vacant Site shall be cleared by the Service Provider within 8 Working Hours of such request.</p> <p>The Service Provider shall maintain a record of such requests received from the BBMP Representative and shall be required to get a counter signature of the BBMP Representative on completion of the request received. For the purpose of recording completion of request, the Service Provider shall prepare a Request Completion Report providing the</p>	As and when identified and on request



Sl.No	Activity		Process	Frequency
			<p>following details:</p> <ol style="list-style-type: none"> <li>1. Name and location of Vacant Site</li> <li>2. Date and time of request logging</li> <li>3. Date and time of closure of the request</li> <li>4. Activities carried out</li> <li>5. Photographs of the Vacant Site- before and after clearing the MSW. The photographs should have date, time and GPS location stamp.</li> </ol>	
v	Dead animals	<p>Service Provider is responsible for clearing any dead animals found within the Package.</p> <p>The dead animal needs to be cleared from the street within 4 hours from the time identified on the streets and need to be transported to the Designated Location</p>	<p>In case, a request is placed by the concerned BBMP Representative to clear dead animal (s), the Service Provider shall clear the dead animal within 4 Working Hours of such intimation.</p> <p>The Service Provider shall maintain a record of such requests received from the BBMP Representative and shall be required to get a counter signature of the BBMP Representative on completion of the request received. For the purpose of recording completion of request, the Service Provider shall prepare a Request Completion Report providing the details as specified in Sl. No. 2 (iv).</p>	On request and/ or whenever spotted by the Service Provider



Sl.No	Activity		Process	Frequency
vi	Streets with High Floating Population	Service Provider is responsible for removal of waste from bins locations/ streets with high floating population as and when bins are provided		Daily





Sl.No	Activity		Process	Frequency
vii	Grievance Redressal	<p>On receipt of the complaint, BBMP shall pass on the details to Service Provider. Service Provider shall maintain a log of all such complaints received from the BBMP Help Line/Customer Care and report the redressal of the same to the BBMP Representative.</p> <p>For the purpose of avoidance of doubt, for grievance redressal, Assistant Engineer/Health Inspector of the ward shall be BBMP Representative.</p>	<p>The Service Provider shall maintain a record of such complaints received from the BBMP Representative and shall be required to get a counter signature of the BBMP Representative on completion of the complain redressal. For the purpose of recording completion of request, the Service Provider shall prepare a Complaint Redressal Report providing the following details:</p> <ol style="list-style-type: none"> <li>1. Name and location of the complaint generated</li> <li>2. Date and time of request logging</li> <li>3. Date and time of closure of the request</li> <li>4. Activities carried out</li> <li>5. Photographs of the cleared site-before and after clearing the MSW. The photographs should have date, time and GPS location stamp.</li> </ol>	Daily
3	Bulk Generators			
i	Dry Waste (including e-waste, hazardous waste)	Service Provider shall, for a period of 12 (twelve) months from the CoSD, be responsible for collection of each waste stream from those Bulk Generators within the Package, that desire to avail such services. On the	Service Provider shall begin collection from Bulk Generators only after 3:00 PM. The Service Provider may use the Vehicles used for collection of MSW	Daily
ii	Wet Waste			Daily



Sl.No	Activity		Process	Frequency
iii	Sanitary Waste	<p>expiry of this period, the Service Provider shall not be obliged to collect waste from the Bulk Generators as part of its Scope under this Agreement.</p> <p>Bulk Generators shall keep the waste for collection by the Service Provider in segregated form and in separate bins.</p>	<p>from Households and Commercial Establishments.</p> <p>Service Provider shall deploy the Vehicle Type prescribed in Schedule 3A for transfer of MSW collected from the Bulk Generators to the Designated Location in segregated form.</p>	Daily
iv	Extension of Waste Collection & Transportation Period	30 days prior to expiry of 12 (twelve) months from CoSD, BBMP may direct the Service Provider to continue the collection and transportation of waste from Bulk Generators and also indicate the period of extension.		
4	Animal Waste			



Sl.No	Activity		Process	Frequency
i	Collection and Transportation of Animal Waste	<p>Service Provider shall be responsible for collection of Animal Waste from all the slaughter houses and meat shops in the Package for a period of 12 (twelve) months from CoSD. On the expiry of this period, the Service Provider is not required to collect Animal Waste from all the slaughter houses and meat shops in the Package as part of its Scope under this Agreement. Service Provider shall use the Vehicle Type has indicated in Schedule 3A.</p> <p>30 days prior to expiry of 12 (twelve) months from CoSD, BBMP may direct the Service Provider to continue the collection and transportation of waste from Bulk Generators and also indicate the period of extension.</p>	<p>Service Provider shall carry out collection of Animal Waste from slaughter houses between 10:00 Am to 12:00 Noon and collection of Animal Waste from meat shops after 5:00 PM.</p> <p>Service Provider shall deploy a separate vehicle for transfer of Animal Waste collected from the slaughter houses and meat shops to the Designated Location.</p>	Daily
<b>B</b>	<b>Secondary Transportation</b>			
1	Wet Waste from Households and Commercial Establishments	Service Provider is responsible to transfer all the Wet Waste collected from the Package to the Designated Location for Wet Waste Disposal using a Compactor Truck only. Where the Service Provider has setup a Wet Waste Processing Facility ("Decentralised Processing Facility"/"DPF") within the Package, the Wet Waste equal to the capacity of the DPF shall be transported to the DPF. The balance quantity of Wet Waste collected shall be transported to the Designated Location for Wet Waste Disposal.	Service Provider shall transfer the Wet Waste directly from the Auto-tipper to the Compactor Truck without spillage during such transfer. Such transfer shall be undertaken only at Designated Locations which have been duly approved by BBMP.	Daily
2	Rejects from DWCCs and Street	Service Provider is responsible to transfer all the	Service Provider shall transfer the	Daily



Sl.No	Activity	Process	Frequency
	sweeping waste	<p>Rejects from the DWCC and the street sweeping waste to the specified Designated Location using the Vehicle Type prescribed in Schedule 3A.</p> <p>street sweeping waste directly from the Auto-tipper to the Compactor Truck without spillage during such transfer. Such transfer shall be undertaken only at Designated Locations which have been duly approved by BBMP.</p> <p>Rejects collected from the DWCC shall be weighed prior to transfer to the Compactor Truck. The Service Provider shall maintain records of such weighment and submit the same to BBMP along with its invoice for each month.</p>	
	Note: Service Provider shall have to accommodate the resources towards more than one shift or one trip in order to clear the MSW generated in the ward		



Sl.No	Activity		Process	Frequency
3	MSW from Bulk Generators	Service Provider is responsible to transfer all the MSW collected from the Bulk Generators in the Package to the specified Designated Location using a Compactor Truck only.	<p>The Service Provider shall, within 15 days of signing of the Agreement, submit to BBMP the registration numbers of the vehicles deployed for transfer of MSW to the Designation Location.</p> <p>Service Provider shall transfer the MSW directly from the Auto-tipper to the Compactor Truck without spillage during such transfer. Such transfer shall be undertaken only at Designated Locations which have been duly approved by BBMP.</p> <p>The operator of the said Designation Location shall record the weight of the MSW supplied by the Service Provider and submit the information to BBMP. The Processing Fee for the MSW supplied shall be adjusted against the Service Charge due to the Service Provider.</p>	Daily
<b>C</b>	<b>Disposal</b>			
1	Dry Waste	<p>Service Provider shall deliver the Dry Waste at the Designated Location indicated by BBMP, which in most cases shall be the DWCC.</p> <p>DWCCs are being run by BBMP-appointed operators</p>	Service Provider shall maintain a record of the dry waste quantity received on a daily basis and submit the same to the BBMP Representative at the end of each month.	Daily



Sl.No	Activity	Process	Frequency
	<p>who are individuals/ NGOs etc. BBMP may, as per its discretion, handover the DWCC to the Service Provider for operation and maintenance at any time during the period of the Agreement. The DWCC handed over to the Service Provider shall be operated and maintained by it at no extra cost to BBMP and in accordance with Operation Procedure set out in Annex-I of this Schedule C. BBMP shall not be obligated to provide any extra funding towards management and operations of the DWCC, as the same is expected to be operated on a self-sustainable basis by the Service Provider. In case the DWCC requires augmentation/ up gradation/ renovation, the Service Provider may submit a proposal in this regard, with appropriate details to BBMP. Based on the availability of funds, BBMP shall intimate in writing to the Service Provider its decision on the proposal.</p> <p>The DWCC shall be kept clean at all times and no dry waste shall be piled up outside the DWCC building. The Service Provider shall take necessary steps to minimize any inconvenience to the public.</p> <p>Service Provider shall provide an equipment for weightment of the dry waste as specified in Schedule 3C. Service Provider shall ensure that the weighing equipment kept functional at all times. The calibration of the equipment shall be carried out as recommended by the manufacturer and in any case shall be</p>	<p>The Service Provider shall ensure that at any point in time, no more than 75% of the floor space inside the DWCC is utilised for storing the waste. In the area utilised for storing, the Service Provider shall ensure that no more than 75% of the height of the building is utilised for stacking up the waste.</p> <p>Service Provider may further sell/trade the waste received and retain the revenue received from the same. All records of disposal of dry waste (including invoices of sale) shall be maintained by the Service Provider and submitted to BBMP at the end of each month.</p> <p>Service Provider shall transport the Rejects from DWCC to the Designated Location.</p>	



Sl.No	Activity	Process	Frequency
		<p>undertaken every 3 months.</p> <p>BBMP may at its sole discretion, either on its own or through an authorised vendor, install additional equipment for improving operational efficiency and/or monitoring. The Service Provider shall ensure that such equipment is not damaged or tampered in any manner.</p> <p>The Service Provider shall be responsible for making payments towards electricity, water consumption at the DWCC.</p> <p>The Service Provider shall transport the Rejects at DWCC to the specified Designated Location.</p>	
2	Wet Waste	<p>Service Provider shall endeavour to set up a DPF within the Package within 12 months of the CoSD, or any such extended period as approved by BBMP, and operate and maintain the same for the term of this Agreement.</p> <p>The DPF shall be kept clean at all times and no waste shall be piled up outside the premises. The Service Provider shall take necessary steps to minimize any inconvenience to the public.</p> <p>Service Provider shall provide an equipment for weightment of the waste as specified in Schedule 3C. Service Provider shall ensure that the weighing equipment kept functional at all times. The calibration of the equipment shall be carried out as recommended by the manufacturer and in any case shall be</p>	<p>Service Provider shall, within a period of 12 months from the CoSD, or any such extended period as approved by BBMP, submit to BBMP its proposal for setting up a DPF. This proposal shall detail out the following:</p> <ol style="list-style-type: none"> <li>1. Site details for setting up DPF</li> <li>2. Technology to be implemented and capacity</li> <li>3. Plant Operations Plan</li> <li>4. Costing details</li> <li>5. Financial Plan and projection for the Agreement period</li> </ol> <p>Service Provider shall maintain a record of the Wet Waste quantity</p>



Sl.No	Activity	Process	Frequency
		<p>undertaken every 3 months.</p> <p>BBMP may at its sole discretion, either on its own or through an authorised vendor, install additional equipment for improving operational efficiency and/or monitoring. The Service Provider shall ensure that such equipment is not damaged or tampered in any manner.</p> <p>The Service Provider shall be responsible for making payments towards electricity, water consumption at the DPF.</p>	Daily
3	Sanitary Waste	<p>Service Provider shall transfer the Sanitary Waste at the Designated Location for Sanitary Waste Disposal.</p> <p>Service Provider shall maintain a record of the Sanitary Waste quantity transferred at the Designated Location on a daily basis and the same shall be counter signed by the operator of the Designated Location. These details shall be handed over to the BBMP at the end of each month.</p>	Daily
4	Green waste (dry leaves and tree cuttings)	<p>Service Provider shall install a shredder at the Identified Location for Shredder. All the Green Waste collected in the Package shall be processed through the shredder and disposed at the Designated Location for Green Waste Disposal.</p> <p>Service Provider shall maintain a record of the Green Waste quantity processed and disposed at the Designated Location on a daily basis. These details shall be handed over to the BBMP at the end of each month.</p>	Daily





Sl.No	Activity	Process	Frequency
		<p>Green waste from BESCOM tree cutting activity shall be transported to the designated location as per Schedule 2.</p> <p>Service Provider shall if required set up a shredder/chopper within the package area for disposal of green wastes. The proposal for setting up the same shall be submitted to BBMP for its approval, indicating the location, area, operating plan, etc.</p>	
5	Street Sweeping Waste and Inerts from all sources	Service Provider shall dispose the Street Sweeping Waste and Inerts at the Designated Location for C&D Waste Disposal.	Daily
6	Dead animals and Animal Waste	Service Provider shall dispose the Dead Animals at the Designated Location for Animal Waste Disposal.	Animal Waste - Daily
7	Bulk Generators	Service Provider shall dispose the MSW collected from Bulk Generators at the Designated Location for Bulk Waste Disposal.	Daily
8	Transportation of Waste	Service Provider shall be responsible for transporting all waste in a segregated, hygienic manner and without any spillage or leakage during transportation.	
<b>D</b>	<b>Awareness Creation</b>		



Sl.No	Activity	Process	Frequency
1	Segregation	<p>Service Provider is responsible for:</p> <p>i. Creation of awareness across all waste generators within the Package on segregation of waste, waste streams and frequency of collection of each waste stream.</p> <p>ii. Collection of segregated waste only</p> <p>Service Provider shall have a period of 1 month from the COSD to ensure that all waste generators within the Package adopt 100% segregation of waste. During the period of 1 month from COSD, the Service Provider shall transport and dispose the waste received in segregated form to the respective disposal locations. On expiry of 1 month from COSD, any household/commercial establishment/institute that does not handover segregated waste, the Service Provider shall report each such instance to the BBMP Representative. The Service Provider shall not collect the waste at such instances.</p>	
2	Collection of Waste	Service Provider shall be responsible to inform all the waste generators in the Package about the frequency, timing and route plan of waste collection for Dry Waste, Wet Waste and Sanitary Waste.	
3	Greivance Redressal	Service Provider shall inform all the waste generators in the Package of the Helpline Numbers available with BBMP to lodge their complaints.	
<b>E</b>	<b>Vehicles and Equipment</b>		



Sl.No	Activity		Process	Frequency
1	Primary Collection and Secondary Transportation	Service Provider shall employ vehicles, as per Schedule 3A. All vehicles shall carry a board "On BBMP Duty" clearly visible. Each vehicle shall also have the complaint number clearly visible to the public. All vehicles shall be fitted with a GPS system, as per specifications provided in Schedule 3C, and the same shall be connected to a computer system at the Zonal Office.		
2	Vehicle maintenance	Service Provider shall be responsible for maintenance of all vehicles operated by it (owned by the Service Provider and handed over by BBMP).		As directed by the manufacturer
3	Cleaning and disinfection	Service Provider shall undertake regular cleaning and disinfection at a location identified by it and at its own cost.		Once a week
4	Parking	Service Provider shall identify a location for parking of its vehicles within the Package. The cost of the same shall be borne by the Service Provider.		
5	Equipment/ Tools/ Consumables	The Service Provider shall make available all equipment as per Schedule 3C.	Periodic maintenance / replacement shall be as per Schedule 10 and or manufacturer's directions, as the case may be.	
<b>F</b>	<b>Personnel</b>			



Sl.No	Activity		Process	Frequency
1	Salaries and Benefits	<p>Service Provider shall ensure than all personnel are paid as per industry standards, including PF and ESI.</p> <p>The salaries shall be transferred directly to Bank a/c's of respective PKs on a monthly basis</p>		
2	Attendance	<p>Service Provider shall maintain a daily attendance register, including biometrics, and handover the attendance details at the end of each month to the BBMP Representative.</p> <p>For the avoidance of doubt, biometric devices shall be provided by BBMP to the Service Provider</p>	<p>The Service Provider shall submit to BBMP within 15 days of signing of the Agreement, the list of manpower employed by it along with details of their identification cards issued by the Government (Aadhar Card, Ration card).</p> <p>Every day, the manpower employed shall punch in their attendance at the start/in between and end of the shift, through the biometrics equipment at the start and end of the shift. Also aadhar number will be used to log in along with bio-metric on a daily basis</p> <p>These records shall be submitted to BBMP at the end of each month.</p>	Daily
3	Facilities	<p>Service Provider shall at its own cost provide facilities for the personnel to change clothes/uniform and washrooms etc.</p> <p>Service Provider shall provide all the personnel with requisite uniforms and safety gears</p>		



**Annex-I****Operating Procedure for Dry Waste Collection Centres****INTRODUCTION:**

The Dry Waste Collection Centre (DWCC) is the property of BBMP and has been built in order to create ward wise destinations for Dry Waste collected in a segregated manner. The intent is to facilitate and stream line the process of collection and transportation of segregated waste from house-holds and also to encourage citizens to drop off recyclables at ward level. Preference is to be given to receiving all varieties of low value dry waste, which are otherwise entering the landfill.

The DWCCs have been classified into three categories as below (Please check **Appendix II** for full details):

- **Small (Upto 1.0 TPD)** – Where the floor area is between 80-100 sq. m
- **Medium (1.0 to 2.5 TPD)** – Where the floor area is between 150 – 200 sq. m
- **Large (More than 2.5 TPD)** – Where the floor area is above 300 sq. m

*Kindly note that these calculations are just guidelines and the quantities could increase based on methods and productivity tools and additional infrastructure deployed (eg. using bailers will increase the capacity that can be stored, use of conveyor belts could enhance sorting efficiency & increased floor area or a mezzanine floor could provide additional storage, deployment of manpower etc.)*

**OPERATING PRINCIPLES:**

In order to ensure that the DWCC functions in accordance with the City's strategy and goal of sustainable Solid Waste management basis segregation of waste at source and maximising decentralized handling, the following operating principles are listed below:

**OBLIGATIONS OF DWCC:**

1. The DWCC must accept ALL dry waste streams.
2. The Service Provider will drop off low value waste free of charge to the DWCC.
3. It is the responsibility of BBMP to specify waste Destinations per ward for:
  - Low value plastics
  - Reject waste
  - Other dry waste streams to be aggregated from time to time
4. The Service Provider can carry all low-value and reject dry waste streams from the primary collection cycle of the designated ward to the earmarked DWCC / specified ward location.
5. In order to maintain hygiene levels, all DWCC material is to be cleared on an agreed periodic/ weekly basis and the Service Provider/operator must ensure that there is no accumulation of waste in and around the centre.
6. Follow all MSW Rule Guidelines, 2000 – no garbage on ground, no handling toxic waste by hand, etc.



7. The DWCC shall sort waste into a minimum of 5 waste categories – Paper, Plastic, Metals, Glass and Reject Waste. For details of the streams refer to **Appendix I**.

#### **CITIZEN FACING INFRASTRUCTURE:**

1. The DWCC will function as a drop-off for ALL dry waste streams by the citizens. It is thereby mandated to have coloured bins for the same. The basic streams for drop-off and colour of bins are specified in **Appendix I**.
2. Additionally a DWCC may be a drop-off for special streams like E-Waste, Sanitary Waste, and others, as and when specified by the BBMP.
3. It must function only as a sorting centre for the streams of waste collected and not to aggregate or store waste. The ratio between the sort v/s store area for each of the sizes (Small, Medium & Large) has been listed in **Appendix II**.
4. The branding of the centre is to be done as specified by the BBMP.
5. Since the DWCC often stores material of an inflammable nature, the DWCC will be equipped with fire extinguishers in case of an emergency and for the safety of the workers.

#### **WORKER GUIDELINES - HUMAN RESOURCES:**

The DWCC will provide dignity of work and hygienic work conditions to its employees. The contractor/operator must ensure and maintain optimum work conditions by ensuring:

1. Minimum wage for all workers must be in accordance with the labour laws.
2. All workers must be provided with uniforms/ gloves and ergonomic working conditions.
3. DWCCs must be provided with toilet(s), changing area & a space for lunch.
4. Deployment of technology / tools & infrastructure to support sorting must be ensured such that the efficiency of daily sorting is maintained at 200-240 kg/person.
5. All workers/sorters must be trained.
6. Co-existing with the informal economy is essential, thereby the Service Provider/operator is encouraged to employ waste pickers and link up with local kabadiwallahs/scrap dealers for the sale of sorted dry waste.
7. Badges and Aadhar card for salary & identity proof.

#### **TRANSPARENCY & ACCOUNTABILITY:**

1. The Service Provider/operator is mandated to maintain a daily record/receipt of weight, of the transactions.
2. These transactions have to be updated in the predefined format on BBMP's web portal.
3. A report is required to be submitted by the Service Provider/operator to BBMP at the end of the month.

#### **OUTREACH & TRAINING:**

1. As DWCCs are the face of decentralisation, they are the go-to point & ambassador of a clean set up. The DWCC will carry out frequent promotion awareness programs with



the support /assistance of the local Community and BBMP at the ward level. It could additionally be used as a space to conduct recycling drives, education for schools, residents, etc.

2. DWCCs could additionally be used as a space to conduct training programs for PKs, other staff of Service Provider's and sanitation workers from time to time.



**APPENDIX I:**  
**Components, Colours & Symbols for Recyclable Dry Waste**

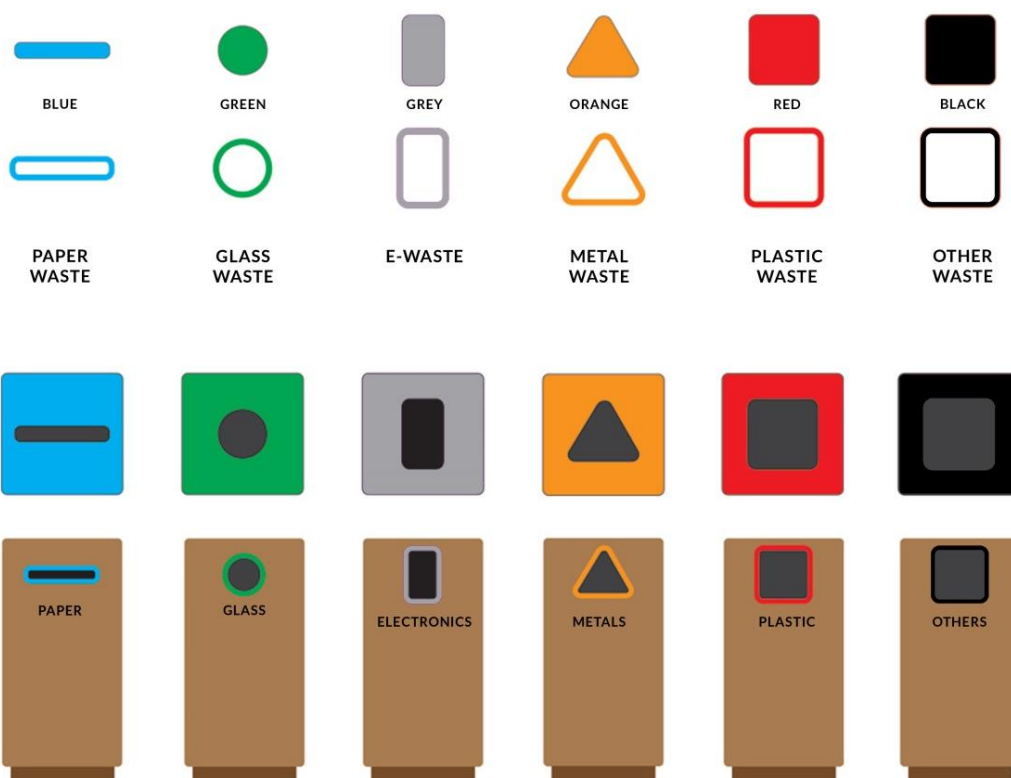
**1. DETAIL OF WASTE STREAMS:**

COLOUR	ITEM	DETAILS OF THE ITEMS
Blue	Paper	Cardboard/Corrugated boxes, White Paper/White Record, Road scrap paper, Tetrapak, etc.
Green	Glass	Quarter Bottles, Beer bottles, etc.
Grey	E-Waste	All electronic waste
Orange	Metal	Ferrous Metals/Iron, Copper, Aluminium Cans, Other Metals, Batteries, Brass, etc.
Red	Plastics	PET bottles, Plastic boxes, Milk packets, LD Plastic bags, Laminates, Thin Plastic bags
Black	Others	Rubber, Textiles/Rags, Thermo Cole/Styrofoam, Slippers, wood etc.
Yellow	Sanitary Waste	Sanitary napkins, diapers, etc.

**2. COLOURS & SYMBOLS FOR RECEPTACLES : OPTIONS OF DESIGN DEPENDING ON LOCATION AND USAGE**







### 3. DESIGN OPTIONS:





**APPENDIX II: Sort V/S Store Area**

TYPE/SPECS.		SMALL	MEDIUM	LARGE
Incoming Waste (TPD)		Upto 1.00	1.00 to 2.50	> 2.50
AREA (sq.m.)		80 - 100	150 - 200	300+
Circulation Space (%age of Total area)		34%	34%	34%
Office Space (sq.m.) (Fixed)		15	15	15
Services (sq.m.)		10	10	10
UNSORTED WASTE	Area occupied (sq.m.)	14	35	42
SORTING OF WASTE	Area occupied (sq.m.)	9	15	21
SORTED WASTE	Area occupied (sq.m.)	15	57	110
	No. of days it can be stored	1	3	5
Frequency of removal of Sorted Waste		Daily	Once in 3 days	Once in 5 days
Sort : Store (ratio of areas)		1.5	0.8	0.6



**APPENDIX – I: Letter of Bid****(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)**

Dated:

The Executive Engineer,  
Bruhat Bengaluru Mahanagara Palike,

\_\_\_\_\_  
\_\_\_\_\_

**Sub: Collection and Transportation of Municipal Solid Waste and Street Sweeping in  
Binnypet, Ward No. 121**

Dear Sir,

- 1 With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the Bid Documents and understood their contents, hereby submit my/our Bid for the aforesaid Assignment. The Bid is unconditional and unqualified.
- 2 I/We intend to participate in the bidding process as Single Business Entity/Consortium.
- 3 I/ We have submitted the Bid for Binnypet, Ward No. 121 Package.
- 4 All information provided in the Bid and in the Appendices is true and correct.
- 5 This statement is made for the express purpose of qualifying as a Bidder for the Collection and Transportation of Municipal Solid Waste and Street Sweeping.
- 6 I/ We shall make available to BBMP any additional information it may find necessary or require to supplement or authenticate the Bid.
- 7 I/ We acknowledge the right of BBMP to reject our Bid 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.
- 8 We certify that in the last three years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 9 I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.
  - 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, in respect of any tender or request for proposal issued by or any agreement entered into with BBMP 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, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 10 I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to bid for the Assignment, without incurring any liability to the Bidders.
- 11 I/ We believe that we/ our Consortium satisfy(ies) the Qualification and Financial Capacity criteria and meet(s) the requirements as specified in the RFP document and are/ is qualified to submit a Proposal in accordance with the RFP document.
- 12 I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Proposal for the Assignment.
- 13 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 Assignment or which relates to a grave offence that outrages the moral sense of the community.
- 14 I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us.
- 15 The power of attorney for signing of Proposal [and the power of attorney for Lead Member of consortium (strike out if not applicable),] as per format provided at Appendix II and III respectively of the RFP, are also enclosed.
- 16 I/ We further certify that we are not barred by the Central/ State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of RFP, would not be eligible to submit a Proposal, either individually or as member of a Consortium.
- 17 I/ We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Managers/ employees.
- 18 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 BBMP of the same immediately.



- 19 In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 20 I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the draft Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BBMP or in respect of any matter arising out of or concerning or relating to the bidding process including the award of Rights.
- 21 The Service Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Agreement, our own estimates of costs and revenues and all the conditions that may affect the Proposal.
- 22 I/We offer a Bid Security of Rs. 7,50,000/- (Rupees Seven Lakhs and Fifty Thousand only) per Package to BBMP in accordance with the RFP Document.
- 23 I/We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our Proposal is not opened.
- 24 I/We agree to keep this offer valid for 120 (One Hundred and Twenty) days from the Bid Due Date specified in the RFP.
- 25 I/We agree and undertake to abide by all the terms and conditions of the RFP document.
- 26 In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Firm



**ANNEX-I****Details of Bidder**

1. (a) Name:  
(b) Country of incorporation:  
(c) Address of the corporate headquarters and its branch office(s), if any, in India:  
(d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Package]:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:  
(a) Name:  
(b) Designation:  
(c) Company:  
(d) Address:  
(e) Telephone Number/mobile number:  
(f) E-Mail Address:  
(g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:  
(a) Name:  
(b) Designation:  
(c) Address:  
(d) Phone Number:  
(e) Fax Number:
5. In case of a Consortium:  
(a) The information above (1-4) should be provided for all the Members of the Consortium.  
(b) A copy of the Memorandum of Understanding, as envisaged in Clause 2.2.11 (f) should be attached to the Bid.  
(c) Information regarding role of each Member should be provided as per table below:



Sl. No.	Name of Member	Role* {Refer Clause 2.2.11 (d)}
1.		
2.		

\* Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member and OM means Other Member.

(d) The following information shall also be provided for each Member of the Consortium:

Name of Bidder/ member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any project (DBOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

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





**ANNEX-II****Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)

Ref. Date:

To,

-----  
-----  
-----

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert member's name) will act as the Lead Member of our consortium.\*

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully, Authorised Signatory For and on behalf of

\*Please strike out whichever is not applicable

.



**APPENDIX- II: Power of Attorney for signing of Bid****(On a Stamp Paper of value of Rs.100)**

(Refer Clause 2.2.10)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium 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 in respect of the Package of the Assignment provided in Letter of Bid for the Collection and Transportation of Municipal Solid Waste and Street Sweeping in \_\_\_\_\_, Ward No. \_\_\_\_ of Bruhat Bengaluru Mahanagara Palike, (hereinafter referred to as BBMP) including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in the Bidding Process and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Assignment and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2....

For .....

(Signature, name, designation and

address)

Witnesses:

1.

2.

(Notarised)

Accepted



..... (Signature)

(Name, Title and Address of the Attorney)

**Notes:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Wherever required, the Bidders should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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



**APPENDIX-III: Power of Attorney for Lead Member of Consortium****(On a Stamp Paper of value of Rs.100)**

Whereas the Bruhat Bengaluru Mahanagara Palike ("BBMP") has invited Bids from interested parties for Collection and Transportation of Municipal Solid Waste and Street Sweeping in \_\_\_\_\_, Ward No. \_\_\_\_\_ ("the Assignment").

Whereas, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Package of the Assignment listed in Letter of Bid in accordance with the terms and conditions of Request for Proposal (RFP) and other connected documents in respect of the Assignment, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Assignment and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the Right/ Contract, during the execution of the Assignment, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Assignment, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Assignment and/ or upon award thereof till the Agreement is entered into with the Authority.

AND 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/ Consortium.  
IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....20\_\_

For \_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_  
(Name & Title)

Witnesses:

1  
2

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by the Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.



**APPENDIX – IV: Technical Capacity of the Bidder**

Name of the Bidder:

Member Code:

**Experience –****1. Door-to-door collection of municipal solid waste and transportation of the same to designated locations**

<b>Name of ULB</b>	
<b>Title of the project</b>	
<b>Scope of the project</b>	
<b>Name of the Client</b>	
<b>Project Location</b>	
<b>Term of the contract in months</b>	
<b>Date of Commencement</b>	
<b>Date of Completion</b>	
<b>Number of Households covered</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

**2. Regular cleaning / sweeping of streets**

<b>Name of ULB</b>	
<b>Title of the project</b>	
<b>Scope of the project</b>	
<b>Name of the Client</b>	
<b>Project Location</b>	
<b>Term of the contract in months</b>	
<b>Date of Commencement</b>	
<b>Date of Completion</b>	
<b>Length of Roads covered</b>	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

**3. Handling and Secondary Transportation of MSW**

<b>Name of ULB</b>	
<b>Title of the project</b>	
<b>Scope of the project</b>	
<b>Name of the Client</b>	
<b>Project Location</b>	



<b>Term of the contract in months</b>	
<b>Date of Commencement</b>	
<b>Date of Completion</b>	

#### 4. Vehicle deployment

<b>Name of ULB</b>					
<b>Title of the project</b>					
<b>Scope of the project</b>					
<b>Name of the Client</b>					
<b>Project Location</b>					
<b>Term of the contract in months</b>					
<b>Date of Commencement</b>					
<b>Date of Completion</b>					
<b>Vehicles deployed</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Auto Tippers					
Compactors					
Tipper Lorry					

#### 5. Manpower Deployment

<b>Name of ULB</b>					
<b>Title of the project</b>					
<b>Scope of the project</b>					
<b>Name of the Client</b>					
<b>Project Location</b>					
<b>Term of the contract in months</b>					
<b>Date of Commencement</b>					
<b>Date of Completion</b>					
<b>Manpower deployed and managed</b>					
Year 1					
Year 2					
Year 3					
Year 4					
Year 5					

#### Instructions:

1. Bidders are expected to provide information in respect of each project in this Appendix.
2. The Bidders should provide details of only those projects that have been undertaken by the Bidder under its own name.
3. A separate sheet should be filled for each project.
4. In case of Consortium Bidder, experience of any activity relating to a project shall not be claimed by two or more members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.



**APPENDIX – IV A: Certificate for Technical Capacity of the Bidder****Format for Certificate from the Urban Local Body for Technical Capacity***(On the Letterhead of the Urban Local Body)*

Date:

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that \_\_\_\_\_ (name of the Bidder) has carried out the following activities as part of its services towards solid waste management during the period \_\_\_\_\_ and \_\_\_\_\_.

- i. Door-to-door collection of municipal solid waste and transportation of the same to designated locations from \_\_\_\_ number of households.
- ii. Regular cleaning/sweeping of streets of \_\_\_\_ length of street.
- iii. Handling and secondary transportation of \_\_\_\_\_ TPD MSW.
- iv. Vehicles deployed \_\_\_\_\_.
- v. Deployed \_\_\_\_ number of manpower as per the requirement of the project.

***[Strike out whichever is not applicable in the above]***

This certificate is being issued to be produced before Bruhat Bengaluru Mahanagara Palike ("BBMP"), for the Project "Collection and Transportation of Municipal Solid Waste and Street Sweeping in Select Wards of Bengaluru".

Signature and Seal of the  
Authorised Signatory of the Urban Local Body





**APPENDIX – V: Financial Capacity of the Bidder**

(In Rs. )

Bidder type	Net Worth	Average Annual Turnover for past two years	
		Year 1	Year 2
Single entity Bidder/ Lead Member			
Other Member of Consortium			
<b>Total</b>			

**Name & address of Bidder's Bankers:**

An Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

**Instructions:**

- Bidder shall submit both the Net Worth and Turnover details.
- The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for the latest financial year preceding the Bid Due Date. The financial statements shall:
  - reflect the financial situation of the Bidder or Consortium Members;
  - be audited by a statutory auditor/chartered accountant in case of individuals, registered sole proprietorship firm and registered partnership firm;
  - be complete, including all notes to the financial statements; and
  - correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Year 1 shall be the latest completed financial year, preceding the Bid Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within 3 (Three) months of the close of the latest financial year, refer Clause 2.2.16.



4. The Bidder shall provide an Statutory Auditor's Certificate/Chartered Accountant<sup>§</sup> specifying the Net Worth and Turnover of the Bidder and also specifying the methodology adopted for calculating such net worth/turnover in the format given below.
5. For the purpose of the RFP, Net Worth shall be calculated as set out below :

#### **For Individuals**

Net Worth = Aggregate of individuals' capital account + Reserves – Aggregate of drawings by individual – Aggregate of advances to individual + Investments in Bank Deposits + Investments in Mutual Funds

#### **For Registered Sole Proprietorship firms**

Net Worth = Aggregate of proprietors' capital account + Reserves – Aggregate of drawings by proprietor – Aggregate of advances to proprietor + Investments in Bank Deposits + Investments in Mutual Funds

#### **For Registered Partnership firms**

Net Worth = Aggregate of partners capital account + Reserves - Aggregate of drawings by partners – Aggregate of advances to partners

#### **For Companies**

Net Worth = (Subscribed and Paid-up Equity + Reserves) - (Revaluation reserves + Miscellaneous expenditure not written off + Reserves not available for distribution to equity shareholders)

#### **For Registered Societies**

Net Worth = (Subscribed and paid-up equity + Reserves) less (Revaluation reserves + Miscellaneous expenditure not written off + Accrued liabilities)

#### **For Registered Co-operative Societies**

Net Worth = (Subscribed and paid-up equity + Reserves) less (Revaluation reserves + Miscellaneous expenditure not written off + Accrued liabilities)

#### **For Registered Trusts**

Net Worth = Corpus + Returns not set aside for any particular purpose

6. For the purpose of the RFP, Annual Turnover shall mean:  
The total revenues as indicated in the audited annual statements.

<sup>§</sup> An Individual, Registered Sole Proprietor, Registered Partnership firm and Trusts can submit the certificate from the Chartered Accounts who audits their books of accounts.



7. Experience (Technical Capacity and Financial Capacity) of only the Bidder shall be considered. Experience of associate company/parent company/ subsidiary company shall not be considered for qualification purposes.
8. The Bidder shall provide an Auditor's Certificate specifying the net worth and turnover of the Bidder and also specifying the methodology adopted for calculating such net worth/turnover.



**APPENDIX – V A: Certificate for Financial Capacity of the Bidder**

(On the letterhead of the Statutory Auditor/Chartered Accountant)

Date:

We have verified the relevant statutory and other records of M/s \_\_\_\_\_  
*[Name of the Bidder]*, and certify the following:

(In Rs.)

Net Worth in the latest completed financial year preceding the Bid Due Date	
Average Annual Turnover of the past two financial years preceding the Bid Due Date	

Signature and Seal  
 and registration number of  
 Statutory Auditor



**APPENDIX VI: Format for Anti Collusion Certificate**

**(On the Letterhead of the Bidder or in case of Consortium to be submitted by all the Consortium Members)**

We hereby certify and confirm that in the preparation and submission of our Proposal for the Assignment "Collection and Transportation of Municipal Solid Waste and Street Sweeping in \_\_\_\_\_, Ward No. \_\_\_\_\_", we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Name of the Bidder)

\_\_\_\_\_  
(Signature of the Authorised Person)

\_\_\_\_\_  
(Name and designation of the Authorised Person)



**APPENDIX VII: Anti-Blacklisting Affidavit****Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted  
(On a Stamp Paper of Rs. 100)**

I, M/s. .... (Single Business Entity / Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Bruhat Bengaluru Mahanagara Palike ("BBMP") / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / urban local body / agency in India from participating in bidding process, either individually or as member of a Consortium as on the \_\_\_\_\_ (Bid Due Date).

We further confirm that we are aware that our Proposal for the Assignment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this .....Day of ....., 20....

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person

*To be executed separately by all the Members in case of Consortium*

**[Notary Seal and Signature]**



**APPENDIX VIII: Financial Bid**

(On a Stamp Paper of value of Rs.100)

(To be submitted separately for each Package bid for)

Package No:\_\_\_\_\_ Ward No:\_\_\_\_\_

Date:\_\_\_\_\_

To:

The Commissioner,  
Bruhat Bengaluru Mahanagara Palike,\_\_\_\_\_  
\_\_\_\_\_**Sub: Collection and Transportation of Municipal Solid Waste and Street Sweeping in**  
**\_\_\_\_\_ Ward No.\_\_\_\_\_****Ref: Your Notification No: \_\_\_\_\_ dated \_\_\_\_\_**

Dear Sir,

Having gone through this RFP document and the draft agreement and having fully understood the Scope of Work for the Assignment as set out by BBMP in the RFP document, I / We are pleased to inform that we would seek a Service Fee as set out below for carrying out the Assignment envisaged under the Scope of Work indicated in this RFP document and draft agreement.

Package Number	Package Name	Amount (Rs.) per month	
		(In figures)	(In words)

I / We have reviewed all the terms and conditions of the Request for Proposal including the Draft Agreement and would undertake to abide by all the terms and conditions contained therein. I / We hereby declare that there are, and shall be, no deviations from the stated terms in the RFP document.

Yours faithfully,

For and on behalf of (Name of Bidder)

*Duly signed by the Authorised Signatory of the Bidder*  
(Name, Designation and Address of the Authorised Signatory)



## APPENDIX VIII

## Annex-I

## Financial Bid – Break Up

## A. Vehicles

Vehicle	Nos. (a)	Standard Rates/Indicative Rates. per unit (b)	Quoted Rate per month (c)	Fixed Vehicle Fee Per month (d)= (a)×(c)
Auto Tippers-D2D & Sweeping	12	11212		
Auto Tippers- Additional for Sweeping	1	9974		
Luggage Auto	10	8835		
Compactors – 5T (Rejects)	1	109296		
Compactors – 5T (Aggregator)	2	92796		
Compactors – 10T	0	123550		
Pushcart	1	225		
<b>Total Fixed Vehicle Monthly Fee</b>				

\* rate of manpower not to be included above

## B. Manpower

	Nos. (a)	Standard Rates/Indicative Rates. per person (b)	Quoted Rate per month (c)	Fixed Manpower Fee Per month (d)= (a)×(c)
Pourakarmikas (Sweepers)	47	9181		
Auto Tipper Drivers	27	9895		
Auto Tipper Helpers	27	9181		
Compactor Drivers	3	9895		
Compactor Helpers	3	9181		
Pushcart Handlers	2	9181		
Supervisors	3	10172		
<b>Total Fixed Manpower Monthly Fee</b>				





**C. Miscellaneous Activities**

S No.	Miscellaneous Activities	Fixed Monthly Fee
1	Tools and Equipment for employees, including Consumables (as specified in Schedule 3C and Schedule 5)	
2	Equipment for weighment, vehicle tracking <ul style="list-style-type: none"> <li>a. GPS device</li> <li>b. Weighing scales</li> <li>c. Weigh bridge</li> </ul>	
3	Equipment for receipt of waste <ul style="list-style-type: none"> <li>a. Receptacles for sanitary waste, ewaste</li> <li>b. Transfer bins at secondary collection points</li> <li>c. Street litter collection bags</li> </ul>	
4	Facilities for employees (such as changing rooms, toilets, crèche, quarterly health camps etc) (as specified in Schedule 6)	
5	Other facilities such as parking, washing/ cleaning of vehicles	
6	Clearing of MSW on Special Days mentioned in Schedule	
7	Collection and Transportation of animal carcass	

The estimated cost per month for Miscellaneous Activities is Rs. 2.19 lakhs.

**D. Management Fee**

S.No	Item	Fixed Monthly Fee
1	Management Fee	

**Service Fee shall be A + B + C + D**

In case BBMP indicates at a later date to transport the MSW collected from the ward to a new treatment/landfill facility, leading to increased distance travelled, the bidder is required to quote the amount per extra kilometre of travel. This amount shall be used by BBMP for computation of payment to be made to the Bidder.

Toll fee if any will be paid extra at the actual prevailing rates.

Item	Value (Rupees)	
Amount per kilometre travel per vehicle (Inclusive of all kinds of taxes)	Rs. [insert amount in figures]	Rupees [insert amount in words]
1. Compactor		
2. Any other vehicle		

However in order to evaluate the L1 Bidder this rate will not be considered, but once the L1 is finalised for all the Packages then a common rate will be arrived based on the least quote made by the L1 Bidders and shall be part of the Agreement.



We have reviewed all the terms and conditions of the Request for Proposal including the draft Agreement and would undertake to abide by all the terms and conditions contained therein. I/we hereby declare that there are, and shall be, no deviations from the stated terms in the RFP document.

**Yours faithfully,**

**For and on behalf of (Name of Bidder)**

**Duly signed by the Authorised Signatory of the Bidder**

**(Name, Designation and Address of the Authorised Signatory)**



**APPENDIX IX Format for Affidavit for Ownership of Vehicles and Working Capital****(On a Stamp Paper of Rs. 100)**

I, M/s. .... (Single Business Entity / Lead Member/ Other Member/s), (the names and addresses of the registered office) hereby certify and confirm that,

- (i) Documentary proof demonstrating the ownership of vehicles in the form of registration certificate, insurance and emission test certificate for the number of vehicles quoted in Appendix VIII, Annex-I: Financial Bid – Break Up will be submitted within Resource Mobilisation Period as set out in the Service Agreement.
- (ii) a Letter of Credit will be submitted within 2 weeks from the date of issue of Letter of Award equivalent to 3 months Service Fee.

We further confirm that we are aware that our Performance Security for the Assignment would be forfeited in case of failure to submit documentary proof demonstrating the ownership of vehicles and the Letter of Credit within the timelines as stated above.

Dated this .....Day of ....., 20....

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person

*To be executed separately by all the Members in case of Consortium*

*[Notary Seal and Signature]*

