



# 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

June 2015

WARD No 57  
CV Raman Nagar



**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 CV Raman Nagar, number 57 ("**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.
- 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 on or before Bid Due Date. 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. 10,00,000/- (Rupees Ten Lakhs only) for each Package (the “**Bid Security**”). The Bid Security is refundable not later than 90 (ninety) days from the Bid Due Date 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 CV Raman Nagar, Ward No. 57**"

Address for Communication:

Attention of :	Executive Engineer
Division	CV Raman Nagar Division
Address:	Executive Engineer Office, Kasturi nagara Park, Kasturinagara, 1st cross, 2nd H main road, Bengaluru-43.

### 1.3. Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	Bid Stage	Estimated Date
1.	Last date for receiving pre-bid queries	July 7, 2015
2.	Pre-Bid conference	July 10, 2015 11:00 hrs
3.	Bid Due Date	July 25, 2015 16:00 hrs
4.	Opening of Key Submissions	July 29, 2015 11:00 hrs
5.	Opening of Financial Bids	Will be informed separately
6.	Letter of Award (LOA)	Within 60 days of opening of Financial Bid
7.	Validity of Bids	120 days of Bid Due Date
8.	Signing of Agreement	Within 60 days of award of LOA

Venue of Pre-bid conference: Meeting Hall No.1, Corporate Office, BBMP, Bengaluru



## 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 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:
- Number of members in a Consortium shall not exceed 2 (two);
  - 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;
  - 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;
  - 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. 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 blue ink. 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 initialed 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 & Qualification 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, Service Tax registration, License under –The Contract Labour (Regulation & Abolition) Act, 1970, PF returns and ESI returns
  - b) In case of registered proprietorship firm, copies of PAN card, Service Tax registration, License under –The Contract Labour (Regulation & Abolition) Act, 1970, PF returns and ESI returns



- c) In case of registered partnership firm, copies of registered partnership deed, PAN card, Service Tax registration, License under – The Contract Labour (Regulation & Abolition) Act, 1970, PF returns and ESI returns
- d) In case of companies, copies of Memorandum of Understanding and Articles of Association, Certificate of Incorporation, License under – The Contract Labour (Regulation & Abolition) Act, 1970, 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, Service Tax registration 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, Service Tax registration 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, Service Tax registration and PF returns
- (vii) Scanned copies of Bidder's duly audited\* balance sheet and profit and loss account for the preceding three years;
- (viii) Scanned copies of Technical Capacity in the prescribed format (Appendix IV)
- (ix) Scanned copies of Financial Capacity in the prescribed format (Appendix V)
- (x) 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.

### Financial Bid

The Financial Bid of the Bidder shall be submitted only through E-Procurement Website. 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 in the E-Procurement Website.

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

\* 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, at the address provided in Clause 1.2.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 1.2.11.

2.12.2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

## 2.13. Late Bid

Bids received by the Authority after the specified time on the Bid 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 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.

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 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, 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 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  
Bangalore - 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 and its Annexures;
- (c) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
- (d) it is submitted 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**<sup>†</sup>: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall meet the following criteria;

Sl. No:	CRITERIA	PERIOD	UNIT	VALUE
1.	<b>TECHNICAL CAPACITY</b>			
<b>A.</b>	<b>Experience</b>			
i	Door-to-door collection of municipal solid waste and transportation of the same to designated locations from at least	18 months in the past <b>5 (five)</b> financial years preceding the Bid Due Date	Number of Households	8663
<b>OR</b>				
ii	Regular cleaning / sweeping of streets for at least		km of streets	36.6
<b>OR</b>				
iii	Handling and secondary transportation of at least		TPD of MSW	12.8
<b>AND</b>				
<b>B.</b>	<b>Resources</b>			

<sup>†</sup> [shall be 50% of the respective estimated values for the ward]



Sl. No:	CRITERIA	PERIOD	UNIT	VALUE
<b>i</b>	<b>Ownership of vehicles</b>	as on the Bid Due Date		
a	Primary Vehicles		Auto Tippers/ Luggage Autos	20
<b>AND</b>				
b	Secondary Vehicles		Compactors	3
			or Tipper Lorries	6
<b>AND</b>				
<b>ii</b>	<b>Managed staff for MSWM of atleast</b>	18 months in the past <b>5 (five)</b> financial years preceding the Bid Due Date	No. of operational staff	186
<b>2. FINANCIAL CAPACITY</b>				
<b>i</b>	<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>				
<b>ii</b>	<b>Average Annual Turnover</b>	last three years preceding the Bid Due Date	Rs. Crores	3.47
<b>AND</b>				
<b>iii</b>	<b>Working Capital</b>	atleast 7 days prior to the Bid Due Date	Rs. Crores	1.08

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. 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 randomly. 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 30 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 I

Ward No.	Ward Name	Zone
25	Horamavu	Mahadevapura
26	Ramamurthy Nagar	Mahadevapura
51	Vijnanapura	Mahadevapura
54	Hudi	Mahadevapura
56	A Narayanapura	Mahadevapura
81	Vijnana Nagar	Mahadevapura
82	Garudachar Playa	Mahadevapura
83	Kadugodi	Mahadevapura
84	Hagadur	Mahadevapura
85	Dodda Nekkundi	Mahadevapura
86	Marathahalli	Mahadevapura
87	HAL Airport ward	Mahadevapura
149	Varthuru	Mahadevapura
150	Bellanduru	Mahadevapura
175	Bommanahalli	BOMMANAHALLI
184	Uttarahalli	BOMMANAHALLI
185	Yelchenahalli	BOMMANAHALLI
186	Jaraganahalli	BOMMANAHALLI
187	Puttenahalli	BOMMANAHALLI
188	BILEKAHALLI	BOMMANAHALLI
189	Hongasandra	BOMMANAHALLI
190	Mangammanapalya	BOMMANAHALLI
192	Begur	BOMMANAHALLI
193	Arakere	BOMMANAHALLI
194	Gottigere	BOMMANAHALLI
195	Konankunte	BOMMANAHALLI
196	Anjanapura	BOMMANAHALLI
197	Vasanthpura	BOMMANAHALLI
174	HSR Layout	BOMMANAHALLI
23	Nagavara	EAST
27	Banasavadi	EAST
28	Kammanahalli	EAST
30	Kadugondanahalli	EAST
57	C V Raman Nagar	EAST
58	New Tippasandara	EAST
62	Ramaswamy Palya	EAST
63	Jayamahal	EAST
80	Hoysala Nagar	EAST
88	Jeevanbhima Nagar	EAST
89	Jogupalya	EAST



Ward No.	Ward Name	Zone
112	Domlur	EAST
113	Konena Agrahara	EAST
114	Agaram	EAST
115	Vannarpet	EAST
151	Koramangala	SOUTH
154	Basavanagudi	SOUTH
155	Hanumanth Nagar	SOUTH
156	Srinagar	SOUTH
162	Girinagar	SOUTH
163	Katriguppe	SOUTH
164	Vidyapeeta ward	SOUTH
172	Madivala	SOUTH
173	Jakkasandra	SOUTH
176	BTM Layout	SOUTH
35	Aramane Nagara	WEST
36	Mattikere	WEST
43	Nandini Layout	WEST
44	Marappana Palya	WEST
45	Malleswaram	WEST
67	Nagapura	WEST
68	Mahalakshimpuram	WEST
74	Shakthi Ganapathi Nagar	WEST
75	Shankar Matt	WEST
102	Vrisabhavathi	WEST
103	Kaveripura	WEST
104	Govindaraja Nagar	WEST
105	Agrahara Dasarahalli	WEST
106	Dr. Raj Kumar Ward	WEST
125	Marenahalli	WEST
126	Maruthi Mandir ward	WEST
127	Mudalapalya	WEST
128	Nagarabhavi	WEST
131	Nayandahalli	WEST
12	Shettihalli	D-Halli
13	Mallasandra	D-Halli
39	Chokkasandra	D-Halli
41	Peenya Industrial Area	D-Halli
5	Jakkuru	Yelhanka
6	Thanisandra	Yelhanka



**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: CV Raman Nagar

Package Number: 57

**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	0	
Push Carts	0	
Compactors	0	
Poura karmikas	0	

**Designated Locations**

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

Item	Designated Location
Wet Waste Processing/Disposal Facility	Chikkanagamangala
Dry Waste Collection Centre	
Low-value Dry Waste aggregating facility	Chikkanagamangala
Designated Landfill	Chikkanagamangala
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 is provided in the table below:

ZONE NAME:		EAST		WARD NAME & WARD NO:		C V Raman Nagar		57		DATE		
<b>Household Data</b>						<b>Small Commercial Establishments</b>						
<b>Estimated Population (2015)</b>				<b>65,204</b>		Shops & wholesalers				1750		
<b>Total No. of HHs</b>				<b>18,526</b>		Clinics (small)				5		
<i>No. of Slum HHs</i>				2,000		Retail Units & Offices (small)				15		
<i>HHs in Large Apartments (&gt; 50 units)</i>				1,200		Industrial Units/Godowns etc.				40		
<b>Regular HHs for D2D</b>				<b>15,326</b>		Educational Institutions (small)				40		
<i>Low Income HHs</i>				3,985		<b>Total</b>				<b>1850</b>		
<i>Mixed HHs</i>				6,897								
<i>High Income HHs</i>				4,445								
<b>Street Sweeping (in kms)</b>						<b>Bulk Generators</b>						
<b>Major Roads</b>	<b>Intermediate Roads</b>	<b>Minor Roads</b>	<b>Total</b>	<b>Minor Roads (by Frequency)</b>				<b>HHs in Large Apts</b>	<b>Gated Communities</b>	<b>PGs</b>	<b>Govt., Education, Private Institutions &amp; Industries</b>	<b>Large Hotels</b>
				Daily	Alternate Day	Twice a Week	Once a Week					
3.3	7.6	62.4	<b>73.3</b>	62.4	0.0	0.0	0.0	1200	0	150	14	0
Burial Grounds		0		Play Grounds		0		<b>Small Hotels and Clubs</b>	<b>Malls &amp; Large Shops</b>	<b>Choultries</b>	<b>Large markets</b>	<b>Religious Institutions</b>
								16	12	0	0	4
<b>REMARKS</b>	<b>High Income</b>	Independent HH and small Apts. with plot area >= 2400 sq.ft.										
	<b>Mixed</b>	Small apartments & independent HH with plot area >= 1200 & <2400 sq.ft.										
	<b>Low Income</b>	Low Income HHs (independent & Apts.) with plot area < 1200 sq.ft.										
	<b>Road Typologies</b>											
	<b>Commercial &amp; Institutional (small &lt;10kgs)</b>		<b>Major</b>		Road width >=80'		Daily Sweeping					
			<b>Intermediate</b>		Road width <80' & >40'		Daily Sweeping					
		<b>Minor</b>		Road width <40'		Sweeping every Day						
											<b>Special Days</b>	
		<b>Season</b>		<b>Add. MSW (TPD)</b>		<b>No. of Days</b>						
		Daily		2		Daily						
		April		2		3						
		May		2		3						

## Schedule C: Scope of Work

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

Sl.No	Activity	Process	Frequency
A	Primary Collection		
1	Households (including Slums) and Commercial Establishments not categorised under Bulk Generator	Service Provider shall begin door to door collection from Households with all Resources deployed in the Package, no later than 7:00 AM unless otherwise specified in the Agreement. After completion of collection of MSW from Households, the Service Provider shall begin door to door collection from Commercial Establishments. However, this shall not commence later than 1:00 PM unless otherwise specified in the Agreement. 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). Contractor shall not refuse any stream of waste from the HH as part of its obligation.	
i	Dry Waste (including e-waste, hazardous waste)	Door to door collection of dry waste shall be carried on every alternate day using the Vehicle Type prescribed in Schedule 3A. <i>The waste must be transported to the Designated DWCC.</i>	The Service Provider shall accept dry waste handed over in a disposable bag/ a returnable bin to be emptied into the Vehicle.  Collection of special waste streams shall be carried out from households such as



Sl.No	Activity	Process	Frequency
		matresses, broken chairs, etc.	



**APPENDIX – I: Letter of Bid**

Dated:

The Executive Engineer,  
Bruhat Bengaluru Mahanagara Palike,  
Head Office, Corporation Circle,  
Hudson Circle  
Bangalore - 560 002

**Sub: Collection and Transportation of Municipal Solid Waste and Street Sweeping in CV  
Raman Nagar, Ward No. 57**

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 ..... 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 \_\_\_\_\_ 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. \_\_\_\_\_ (Rupees \_\_\_\_\_) 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**

(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**

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 Appostille 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					
Any other					

#### 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.

5. The Bidder shall provide a certificate from ULB specifying the manpower deployed and managed by the Bidder for each of the project. Further the Bidder shall provide the attested copies of License under the Contract Labour (Regulation & Abolition) Act 1970.



**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. 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 \_\_\_\_\_ Ward No. \_\_\_\_\_.

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	Working Capital
	Year	Year	
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).
- 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.
- The Bidder shall provide a Letter of Credit, dated atleast 7 days prior to the Bid Due Date, to demonstrate availability of Working Capital as specified from a Nationalised Bank.

<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.



(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 Proposal Due Date	
Average Annual Turnover in the latest completed financial year preceding the Proposal Due Date	

Signature and Seal  
and registration number of  
Statutory Auditor

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.
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 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 appropriate value)**

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**

(To be submitted separately for each Package bid for)

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

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

To:

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

**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	Minimum Nos. (a)	Quoted Nos. (b) (b)≥(a)	Quoted Rate per month (c)	Fixed Vehicle Fee Per month (d)= (b)×(c)
Auto Tippers	26			
Luggage Auto	14			
Compactors – 5T	3			
Compactors – 10T	2			
Pushcart	24			
<b>Total Fixed Vehicle Monthly Fee</b>				

\* rate of manpower not to be included above

## B. Manpower

	Minimum Nos. (a)	Quoted Nos. (b) (b)≥(a)	Quoted Rate per month (c)	Fixed Manpower Monthly Fee (d)
Pourakarmikas (Sweepers)	175			
Auto Tipper Drivers	47			
Auto Tipper Helpers	47			
Compactor Drivers	5			
Compactor Helpers	5			
Pushcart Handlers	28			
Supervisors	3			
<b>Total Fixed Manpower Monthly Fee</b>				

## C. Miscellaneous Activities and Management Fee

S No.	Miscellaneous Activities	Fixed Monthly Fee
1	Tools and Equipment for employees, including Consumables (as specified in Schedule 3C and Schedule V)	
2	Equipment for weighment, vehicle tracking a. Load sensor for vehicles b. GPS device c. Weighing scales d. Weigh bridge	
3	Equipment for receipt of waste a. Litter bins	



S No.	Miscellaneous Activities	Fixed Monthly Fee
	b. Receptacles for sanitary waste, ewaste c. Transfer bins at secondary collection points d. Street litter collection bags	
4	Facilities for employees (such as changing rooms, toilets, crèche, quarterly health camps etc) (as specified in Schedule VI	
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	
8	Management Fee	

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

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 travel, including toll fee and other expenses, if any. This amount shall be paid for each kilometer of onward and return trip.

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

