

**REQUEST FOR  
PROPOSAL (RFP) FOR  
SELECTION OF OPERATOR FOR GARBAGE USER  
CHARGE COLLECTION & MAINTAIN ONLINE ACCOUNT OF  
ALL USERS LINKED TO UID FOR BATHINDA CITY**  
(Through E-Procurement)

<b>Cost of RFP document</b>	<b>:</b>	<b>INR 2,000/-</b>
<b>RFP floated by</b>	<b>:</b>	<b>Municipal Corporation Bathinda</b>
<b>Address</b>	<b>:</b>	<b>Mall Godown Road, Bathinda</b>
<b>E-mail</b>	<b>:</b>	<b><u><a href="mailto:cmcbathinda@gmail.com">cmcbathinda@gmail.com</a></u></b>
<b>Web-site address</b>	<b>:</b>	<b><u><a href="http://eproc.punjab.gov.in">http://eproc.punjab.gov.in</a></u></b>

## **PART I: DISCLAIMER**

This Request for Proposal is issued by the Municipal Corporation, Bathinda, and represents an invitation for interested parties to send in their proposals for Selection of Operator for Garbage User Charges Collection & Maintain Online Account of all Users linked to UID for Bathinda city.

It is hereby clarified that this RFP is not an agreement and is not an offer or invitation by the Authority to any particular party but is issued in general for any interested party to submit its offer as per the terms mentioned in the RFP regarding selection and contract conditions. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposal submission. This RFP document does not purport to contain all the information that Bidders may require. This RFP document may not be appropriate for all persons and it is not possible for the Authority to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability and completeness of information in this RFP document and obtain independent advice from appropriate sources. Each Bidder shall also review laws applicable to the Project so as to determine the impact of such laws on the implementation of the Project. Authority and their advisors make no representation or warranty and shall incur no liability, financial or otherwise under any law, statute, rules or regulations or otherwise as to the accuracy, reliability or completeness of the RFP document.

Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document and make this update or amendment available in the same manner as this RFP.

The authority shall have right to alter, amend, and/or change its schedule at any point of time, whether the selection procedure has been initiated or not, and the authority shall have right to decline to discuss the process further with any party submitting the proposal. No reimbursement of cost of any type shall be made to persons, entities submitting the bid/proposal.

## PART II; NOTICE INVITING RFP

**MUNICIPAL CORPORATION BATHINDA, LOCAL GOVT. PUNJAB, DEPTT, PUNJAB**

**NOTICE INVITING E-TENDERS (CIVIL WORKS) Tender Notice**

**[eproc.punjab.gov.in](http://eproc.punjab.gov.in)**

**E-tender No MCB/2024-25/004**

The Corporation Engineer, Municipal Corporation, Bathinda invites e-tenders on double bid system, for the following work. First time bids were invited on 21.3.2024. But no valid bid was received. Second time bids are invited.

### Date and Time Schedule

Last date & time of online sale/ submission of Bidding Document	Opening of Technical Bid Documents	Opening of Financial Bidding Documents
28.06.2024 04:00 PM	28.06.2024 04:30 AM	After Technical Evaluation

### A List of works

Sr. No	Name of Work	Earnest money	Tender Fees
1	Selection of Operator for Garbage User Charge Collection & Maintain Online Account of all users linked to UID For Bathinda City (Second invitation)	1,00,000/-	2000/-

For participating in the above e-tendering process, the contractors shall have to get themselves registered with [eproc.punjab.gov.in](http://eproc.punjab.gov.in) and get user ID and Password. Class -3 digital signature is mandatory to participate in the e-tendering. For any clarification/difficulty in e-tendering process flow, please contact on 0172-2970263, 0172-2970284, Sh. Rajinder Kumar XEN (Civil) 0164-2252811 Municipal Corporation, Bathinda.

### General Terms and Conditions for Tenders

1. Interested bidders can purchase the tender documents online from website [eproc.punjab.gov.in](http://eproc.punjab.gov.in).
2. Earnest money shall be paid in online mode only.
3. Processing fee will only be accepted through Net Banking (Direct Debit) and IPG (Credit/Debit card).
4. Bidders/Contractors/tenderers can access tender documents on the website [eproc.punjab.gov.in](http://eproc.punjab.gov.in), fill them and submit the complete tender document into electronically on the website. Bidders/Contractors shall attach scanned copies of all the documents, i.e., Earnest Money, Processing Fee, Tender cost fee and certificates/documents as required in terms and conditions.
5. Corrigendum/Addendum/Corrections, if any will be posted on the website only.

  
Chief Sanitary Inspector  
Municipal Corporation,  
Bathinda

  
Corporation Engineer,  
Municipal Corporation,  
Bathinda



## **PART III: DEFINITIONS & ABBREVIATIONS**

In this RFP, the following word(s), unless repugnant to the context or meaning thereof, shall have the meaning(s) assigned to here in below:

**"Authority"** means the Municipal Corporation Bathinda or its authorized representatives who has invited Bids from competent and interested parties.

**"Applicable Law"** means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record/law, as may be in force and effect during the subsistence of the Contract, and applicable to the Project.

**"Authorized Signatory"** shall have a meaning specified in clause 4.3 (c) of this RFP.

**"Associates"** shall have a meaning specified in clause 5.2(c) of this RFP.

**"Bid"** means a formal offer made in pursuance of RFP by a procuring entity and includes any proposals/offers submitted by the Bidder(s) in response to this RFP in accordance with the provisions here of including, Technical Bid and Price Bid along with all other documents forming part and in support thereof.

**"Bidder"** means any firm, including a sole proprietor or a partnership firm or a company, participating in a procurement process of Authority and who submits a Bid along with Bid Security and RFP Fees under this RFP within the stipulated time for submission of Bids.

**"Bidding documents"** means documents issued by the Authority, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid;

**"Selection Process/Bid Process"** means the process of selection of the Successful Bidder through competitive bidding and includes submission of Bids, scrutiny and evaluation of such Bids as set forth in the RFP.

**"Bid Security" or "Earnest Money Deposit (EMD)"** means security furnished by the Bidder as part of detailed Bid in accordance to clause 2.5 of RFP.

**"Bid Validity Period"** shall have a meaning specified in clause 2.1 (a) of this RFP.

**"Commercial Operations Date/ Commercial Operation Date" or "COD"** shall mean the Commercial Operations Date of the Project which shall be the date on which the MCA has issued the Readiness Certificate and it shall be not later than 45 (Forty Five) days from the date of issue of letter of award or period as agreed with the Authority.

**"Conflict of Interest"** shall have a meaning specified in clause 9 of this RFP

**"Eligible and Qualified Bidders/Bids"** shall have a meaning specified in clause 6.2(c) of this RFP

**"Execution Date"** shall mean and refer to the date of execution of the Agreement entered between the Operator and Authority.

**"Letter of Award" or "LOA"** means the letter issued by Authority to the Successful Bidder in conformity with the terms and conditions set Forth in the RFP and Agreement.



**"Operator Agency"** means the Successful Bidder selected under this RFP with whom the Authority has entered into an Operator Agreement.

**"Pre-Bid Meeting"** shall have a meaning specified in clause 3.3 of this RFP.

**"Preferred Bidder"** shall mean the Bidder who qualifies the Technical Bid stage (meeting Eligibility and Qualification Criteria and whose Bid is responsive as per clause 6.2 of RFP) and Price Bid turned out to be lowest and responsive as per clause 5.3 of this RFP.

**"Performance Security"** shall mean the deposit (either BG/DD) furnished by a Successful Bidder for punctual and due performance of its duties as per terms and conditions of this RFP. Details of Performance Security are specified in clause 7.5 of this RFP.

**"RFP" and/or "RFP Document"** means this RFP document along with Annexure attached issued for the purpose of selecting an Operator for the Project.

**"Scope of Project/ Work"** shall have a meaning specified in clause 1.2 of this RFP.

**"Total Contract Period"** shall have a meaning specified in clause 1.2(a) of this RFP

**Good Industry Practice:** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations as under this Agreement, which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof, of any of them of a project similar to that of the project.

**Government Agency:** shall mean Government of Punjab (GoP), Municipal Corporation Bathinda or any other state government or central government department, court or other judicial or administrative body, central, state or local, having jurisdiction over the Operator, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement.

**MCB** means Municipal Corporation of Bathinda

**Performance Security:** means the deposit provided by the Operator as a guarantee for the performance of its obligations and is in accordance with clause 6.1.1.

**Project Area** shall mean all the areas within the jurisdiction of MCB.

**Commissioning Period:** shall mean the period from the Commencement Date and ending on the COD. The Commissioning Period shall be for a duration of 1 (one) months.

The terms **"Successful Bidder"**, **"L1 Bidder"**, shall mean the Bidder who qualifies the technical bid stage (meeting Eligibility and Qualification Criteria whose Bid is responsive as per clause 6.2 of this RFP) and Price Bid turned out to be lowest and responsive as per clause 5.3 of this RFP and to whom a Letter of Acceptance is consequently issued by Authority.

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) there in and shall be deemed to have been included in this Section.

## PART IV: INSTRUCTIONS TO BIDDERS

### 1 TERMS OF REFERENCE

#### Project Description

Municipal Corporation, Bathinda has approx 63515 residential and commercial properties in the city. All of the properties have been allotted a Unique Identity (UID) by GIS Survey. This GIS Survey was carried out about 10 years ago. New GIS Survey is in progress and about 25% increase in number of properties than old GIS Survey is expected. The approximate Municipal Solid Waste (MSW) generation is about 110 TPD. Municipal Corporation Bathinda intends to outsource the work of Garbage User Charges Collection & Maintain Online Account of all Users linked to UID for Bathinda city from each of residential, commercial and institutional properties within Municipal Limits of Bathinda town. Municipal Corporation, Bathinda has its website mcbathinda.com wherein services of depositing municipal taxes/charges have been provided. Municipal Corporation intends that service of depositing Garbage User Charges remains continued on the portal under Scope of present work. The city has been divided into eight administrative zones (Zone No.1 to Zone No.8). MSW from these eight zones is collected by using Mini Tippers on daily basis by MCB itself. The anticipated Garbage User Charge Collection per month based on prevailing Rates and existing GIS Survey data.

Category	Rates	Total Proposed Collection
<u>Residential</u>		
Slum Area	20	
Less then 60 Sq. Yards	50	313150
61 - 180 Sq. Yards	50	1210750
More then 180 Sq. yards	80	1713680
<u>Commercial</u>		
Shops up to 100 Sq. Ft.	50	24150
Shops up to 100 - 200 Sq. Ft.	50	61100
Shops up to 200 - 300 Sq. Ft.	100	110900
Shops up to 300 - 500 Sq. Ft.	100	145800
Shops up to 500 - 1000 Sq. Ft.	150	279000
Shops More than 1000 Sq. Ft.	300	960000
Petrol Pump	300	4800
Banks/ Financial Institutions	1000	61000
Hospitals	1000	50000
Upto 15 beds		
16-30 Bed	2000	100000
31 to 50 Bed	5000	250000
More than 50 bed	10000	500000
OPD		
University	5000	10000



**RFP for Selection of Operator for Garbage User Charge Collection at Bathinda**

Hotel	500	8500
upto 10 rooms		
11-20 rooms	1000	30000
More than 20 rooms	2000	40000
Banquet Hall Restaurant	1500	30000
Sweet Shops		
AC	1000	80000
Non AC	500	10000
Dhaba AC	1000	60000
Non AC		
	500	10000
Factory/ Indus	0.50 per sq. yds	957810
Shopping Mall	200	20000
Multiplex / Cinema	1000 per screen	7000
Private College	1000	2000
Other Education Institute	500	27000
Paying Guest House	Rs 30 per room	3000
Rehri/ Khokha	30	150000
Service Station	200	20000
Marriage Palace	1000	2000
upto 500 Sq Yard		
501 - 1000 Sq Yard	2000	6000
More than 1001 Sq. Yard	3000	18000
Private Schools	Re 1 per student	65000
Liquor Vends	Charge as per Shop	0
Total		7340640

Besides these monthly User Charges, Operator will have to collect arrears of Garbage User Charges from various properties. UID based accounts of Garbage User Charges of each property shall be provided by MCB.

**Scope of Services/Work:**

The Broader scope of services includes following but not limited to following;

**Development of Software:**

The Operator shall develop web based integrated software to achieve scope of work defined under this RFP document. The Operator shall also develop mobile based app to provide facility to the consumers to view their real time updated account/garbage user charge liability and its payment of on spot. The system should be able to accommodate modification of chargeable rates/slabs, if revised by MCB.



The Operator shall also be responsible for the integration and updation of the existing software of MCB developed by it with their software and mobile based payment gateways as specified by MCB.

The software has to be developed on latest platform and latest technologies being used in the User Services sector. The same will be upgraded as per the requirements of MCB in line with the best available technologies used worldwide for all such services.

The amount so collected through Garbage User charge collection including arrears shall directly come to the Bank Account of Commissioner, Municipal Corporation, Bathinda or MCB Bank account as per the direction of MCB.

The indicative list of the process to be incorporated in the in the application software is indicated below, the list may be amended as per the need of the MCB. The process flow and design of the software shall be discussed and approved by MCB.

- a) The software shall provide online payment System including BBPS. The Server & Cloud space will be the responsibility of the Agency at own expense. The access of the same shall always be made available to MCB.
- b) Consumer access including Consumer UID, Consumer's profile, billing and payments history & facility of payment of Garbage User charges and arrears, SMS Alerts etc.
- c) Billing Complaint Management, Bill Correction
- d) Data Auditing
- e) Dashboards for MCB Employees
- f) Integration of software with handheld devices for on-spot billing and spot payments
- g) Reporting of Defaulting Consumers and provide analytics report on the same
- h) Zone-wise Demand/Recovery Reports

#### Operation and Handing over of the Hardware and Software:

All the hardware or software developed by the Operator for Garbage User Charges Collection services management system under the scope of services shall be handed over to MCB with source code at the deployment stage and the final software system with source code at the end of the contract period.

The Operator shall provide necessary equipment or gadgets such as computers/laptops, PoS machines, printers, stationary and internet connection to its staff for managing the work under the scope of services.

#### Contract Duration and Termination

The services of the Operator shall be hired for the period on **three (3)** years from the Commercial Operations Date (COD). The Contract maybe further extended for a period upto two (2) years at the discretion of MCB, in case of satisfactory performance in the preceding period. However, the Contract duration may be curtailed in the event of the termination of the Contract before the end of the Contract Duration for the Non-Performance of the Services or any other reason in accordance with the terms of the Contract.

### **Schedule of Payment**

The payment to the Operator shall be made as percentage of amount collected by the Operator every month if the collected amount exceeds the threshold amount fixed under this document as indicated in Table below:

Sl. No.	Percentage monthly Collection of Estimated monthly Collection as per Table in ITB, ToR	Payable percentage of quoted rate (percentage)	Remarks
1	Up to 30%	Nil	Operator shall provide list of all UID nos every month who did not pay Garbage User Charges despite approaching them. Operator will issue notices & challans to all such properties on behalf of MCB.
2	31% to 45%	50%	
3	46% to 70%	70%	
4	71% and above	100%	

The operator will submit detailed report with his invoice including but not limited to following

- I) UID nos. of all the Households approached for payment of Garbage User Charge Collection during the month (physically, sms, mail)
- II) Revenue collected during the month

### **Penalty**

If the monthly collection of the operator is less than 50% of the total payable estimated Garbage User Charges as indicated in ITB (ToR) continuously for one quarter (three months), the contract shall be terminated due to non-performance and the Performance Bank Guarantee in totality would be forfeited.

### **Commissioning Period**

After the issuance of LOA, the operator shall sign the Operator agreement within the time stipulated in the RFP and simultaneously start preparing for the scope of services defined above. The software and integration of the same with MCB website shall be done within 45 days after the date of LOA. The software and its integration so prepared by the operator shall be approved by the Authority after its due diligence.

### **Review of Work**

The Commissioner, MCB or the officer designated by the Commissioner, MCB shall be responsible for review of the work and performance of the Operator /the Consultant in accordance with the Scope or Services /Work. The concerned officer shall be responsible to report non-performance, verify bills and payments and suggest punitive actions for non-performance on part of the selected Operator/the Consultant.

### **Facilities to Operator**

MCB shall provide GIS survey data available with it, category wise Garbage User Charge Rates for every property and its website accessibility to user's for payments and viewing the information linked to their UID. It will be the responsibility of the Operator to arrange for the office equipment, hardware, software etc. as required by the Operator or its personnel to discharge its responsibility. MCB is in no manner responsible for the any such requirement of the Operator or its staff /personnel. Collection Counter space shall be provided to the Operator by MCB in its premises. The Operator shall depute its own Staff for collection of User Charges at the counter such collection will also be accounted for while collecting total monthly collection by the Operator & payment of Commission. The place of performance of the Services shall be the Bathinda, however, MCB in the interest of the work may change the location as it deem fit.



## Brief Description of the Bidding Process

- (a) Bidding will be conducted through national open competitive procurement using a Request for Proposals (RFP) as specified in The Punjab Transparency in Public Procurement Act, 2019 and Punjab Transparency in Public Procurement Rules, 2022, and is open to all eligible Bidders as defined in the Procurement Regulations.
- (b) The Authority invites proposal through Online Bids in a single stage and two packet bid system, where Technical Bid and Price Bid shall be submitted online only at <https://eproc.punjab.gov.in/nicgep/app/as> per schedule specified in the RFP, (the "**Operator Selection Process/Bidding Process**") for selection of Qualified Bidder through transparent and competitive Bidding Process.
- (c) Complete Bid (Technical Bid & Price Bid to be submitted online only) with the prescribed forms should be submitted online at the designated place on or before the time and date fixed for submission of bid ("**Bid Due Date**"). Bid submitted after Bid Due Date and time will be rejected.
- (d) In a first step, evaluation of Technical Bids will be carried out as specified in Clause 6.2. Based on technical evaluation, the Price Bids of only Bidders meeting responsiveness criteria, Eligibility and Qualification criteria as specified in clause 5 and clause 6.2 shall be opened online.
- (e) The Bidders are required to quote only percentage of total collection as per online Price Bid format provided in Annexure 7. Bids of those Bidders who have not submitted Price Bids online will not be accepted and such Bids shall be rejected as non-responsive. Evaluation of Price Bid shall be carried out as per clause 5.3. The Bidder whose Price Bid determined to be lowest and responsive be considered as Preferred Bidder (the "**Preferred Bidder**").

## Due Diligence

The Bidders are encouraged to examine and familiarize themselves fully about the nature of assignment, all instructions, forms, terms and conditions of RFP and applicable laws, local conditions and any other matters considered relevant by them before submitting the Bid by paying a visit to the site, sending written enquiries to the Authority, and attending a Pre Bid meeting .

## Acknowledgement by Bidder

- a) It shall be deemed that by submitting the Bid, the Bidder has:
  - 1) made a complete and careful examination of the RFP
  - 2) received all relevant information requested from the Authority;
  - 3) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 1.11 Above; and
  - 4) acknowledged that it does not have any Conflict of Interest
  - 5) agreed to be bound by the undertakings provided by it under and in terms here of
- b) 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



## Cost of Bid

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

## RFP fee

RFP document can be obtained on all working days on payment of a fee of **Rs.2,000/-** through e-payment mode. The document can also be downloaded from the website of the Authority [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in) Bids for which RFP fee is not paid shall consider non-responsive and shall be summarily rejected.

In case the authority decides not to proceed with this project/work for the reason whatsoever may be, the bidders shall not have any right to claim the cost of bid/RFP fee from the Authority.

## Schedule of Selection/Bidding Process

The Schedule for the Bidding Process as per this RFP is as follows:

S. No.	Event Description	Dates
1	Date of Issue of RFP	12.06.2024
2	Last date and time for receiving Pre-Bid queries on	----
3	Reply to Pre-Bid queries online on portal	----
4	Last date and time for online Bid submission	28.06.2024 at 04:00 PM

## Communication

- a) All communications other than for submission of Bid should be addressed to: Address: Commissioner, Municipal Corporation, Bathinda  
Railway Mall Godown  
Road, Bathinda  
Email: [cmcbathhinda@gmail.com](mailto:cmcbathhinda@gmail.com)

## 2. General

### Bid validity

- Bids shall remain valid for a period of not less than 90 days (Ninety Days) from the Bid Due Date (the "**Bid Validity Period**"). The Bid of the Bidder shall be considered non responsive if such Bid is valid for a period less the Bid Validity Period.
- In exceptional circumstances, prior to expiry of the original Bid Validity Period, Authority may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security/EMD. A Bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with clause 2.5 in all respects.

## **Number of Bids By Bidder**

No Bidder or its Associate shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

## **Governing Law and Jurisdiction**

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bathinda shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

## **Authority's Right to Accept and Reject Any Bids or All Bids**

- (a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bid Process /Bid Evaluation 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 thereof.
- (b) 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 here under, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by Applicable Laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
- (c) Without prejudice to the generality of Clause (a) and (b) above, the Authority reserves the right to reject any Bid if:
  - 1) Bid is submitted physically;
  - 2) Payment of RFP and EMD is not made online by the Bidder at the time of opening of Technical Bid;
  - 3) at any time, a material misrepresentation is made or discovered, or bidder found involving in any corrupt practices;
  - 4) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
  - 5) Bidder has submitted a conditional Bid.

If such disqualification/rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified/rejected, then the Authority reserves the right to consider the next best Preferred Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

## **Earnest Money Deposit (EMD)/Bid Security**

- (a) The Bidder shall furnish as part of its Bid, an "Earnest Money Deposit" (EMD)/ Bid Security") for captioned Work as part of his Bid as per the given format. An EMD of Rs 1,00,000/- (Rs. One Lakh only) shall be paid through e-payment mode.
- (b) Any bid without valid EMD in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Bids of such Bidder shall not be evaluated further.



**RFP for Selection of Operator for Garbage User Charge Collection at Bathinda**

- (c) The Authority shall not be liable to pay any interest on the Bid Security/EMD deposit so made and the same shall be interest free. The EMD shall be furnished in Indian Rupees only.
- (d) EMD/Bid Security shall be returned by Authority without interest under following conditions:
  - i. Bid Security of the bidders whose bid is rejected in technical evaluation shall be returned upon the completion of technical evaluation.
  - ii. Bid Security of all the remaining bidders except the L1 bidder/successful bidder shall be returned upon the completion of financial evaluation.
  - iii. Bid Security of the L1 bidder/successful bidder shall be returned once the L1 bidder/successful bidder has signed the Contract and furnished the required performance security or shall be adjusted against the performance security or payment under contract, as the case may be.
- (e) The Authority shall be entitled to forfeit and appropriate the Bid Security as damages inter alia in any of the events specified in Clause 2.5 (f) 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
- (f) The EMD/Bid Security shall be forfeited and appropriated by the Authority as damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise, under the following conditions:
  - i. If a Bidder submits a non-responsive Bid;
  - ii. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 8 of this RFP;
  - iii. If a Bidder withdraws its Bid during the period of Bid validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - iv. In the case of Successful Bidder, if it fails within the specified time limit—
    - 1) to sign and return the duplicate copy of LOA
    - 2) to sign the Agreement within the time period specified by the Authority
    - 3) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or
    - 4) In case the Successful Bidder, having signed the Contract, commits any breach thereof prior to furnishing the Performance Security.
    - 5)

### **3. Documents and Pre Bid Conference**

#### **Content of RFP**

This RFP comprises the Disclaimer set forth here in above and the contents as listed below, and will additionally include any Addendum/Amendment issued in accordance with clause 3.4.

- 1. Disclaimer
- 2. Notice Inviting Tenders



3. Definition and Abbreviation
4. Instructions to Bidders
5. Annexure specifying Bid Form/ Price Bid/ other Formats
6. Any Modifications/Amendments made by Authority in any RFP and Agreement Conditions.

### **Clarification to RFP Documents**

- i. Bidders requiring any clarification on the RFP may notify the Authority in writing or by email at the address provided in clause 1.9. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.8 in order to enable Authority to have adequate notice of the said queries so that the same may be addressed.
- ii. The Authority shall endeavor to respond to the queries within the scheduled time. The responses will be sent only on the given portal. ([www. http://eproc.punjab.gov.in](http://eproc.punjab.gov.in)).
- iii. The Authority shall endeavor 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.
- iv. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### **Amendment of Bidding Documents**

- i. At any time prior to the Bid Due Date, 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.
- ii. Any Addendum issued here under will be in writing and may be uploaded on the Authority's website: [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in)
- iii. 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.

### **Preparation and Submission of Bid**

#### **Language of Bid**

- a) The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder. All supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

- b) The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

### **Bid Currency**

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

### **Format and Signing of Bid**

- a) The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and are complete in all respects.
- b) The uploaded Bid documents shall be typed in indelible ink and signed by the Authorized Signatory on each page. The signature of the Authorized Signatory shall bind the Bidder to the Contract. The signed pages shall be scanned and uploaded at designated place. 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. Each page of the Bid must be numbered at the right hand top corner.
- c) The Bid must be properly signed by the authorized signatory (the **"Authorized Signatory"**) as detailed below:
- (1) By the proprietor, in case Bidder is a proprietary firm; or
  - (2) by a duly authorized person holding the Power of Attorney, in case Bidder is either a Limited Company or a corporation or a Partnership firm
- d) In case of the Bidder being a company incorporated under the Companies Act 1956, the Power of Attorney shall be supported by a Board Resolution in favour of the person vesting power to the person signing the Bid.
- e) All prices and other information having a bearing on the price shall be written both in figures and words. In case of discrepancy, price given in words shall be considered.

### **Sealing and Marking of Bids**

- a) The Bidders shall submit the Bid in the following manner,

Submission	Documents to be attached
Online Payment	<i>To be paid through e-payment mode</i> <ul style="list-style-type: none"><li>• RFP Fee</li><li>• Earnest Money Deposit</li></ul>



Online at <a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a>  Annexure-1 to 6	Following to be uploaded signed by the Authorized Signatory <ul style="list-style-type: none"><li>• RFP document, Agreement and Addendum, if any, signed sealed by the authorized representative.</li><li>• Cover letter as per Annexure-1.</li><li>• General Information of Bidder as per Annexure 2 along with Bidder's constituting documents such as MOA, AOA, Certificate of Incorporation, Sales tax/ GST registration, Partnership deed as may be applicable and as specified in Annexure2.</li><li>• Financial capability Statement as per Annexure 3 along with Audited Annual accounts for last three years and any other document specified in Annexure-3.</li><li>• Anti-black listing certificate as per Annexure-4.</li><li>• Authorization in terms of Power of Attorney/Board or Partner Resolution as per Annexure-5.</li><li>• Any other documents required as per the RFP terms.</li></ul>
Online at: <a href="https://eproc.punjab.gov.in/">https://eproc.punjab.gov.in/</a>	<i>As per prescribed format in Annexure-6</i>

- b) The Bids of the Bidder, submitted physically will be rejected.

### **Bid Due Date**

- a) The last date and time of submission of the Bids (the "**Bid Due Date**") is specified in table given in clause 1.14 above.
- b) Bids should be submitted online on or before Bid Due Date at the address specified in clause 1.15 and in the manner and form as detailed in this RFP.
- c) The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders as per clause 3.4. In such event, all rights and obligations of Authority and Bidders previously subject to the earlier deadline will thereafter be subject to the Bid Due Date as extended. Any such change in the Bid Due Date shall be notified to the Bidders by dissemination of requisite information in this behalf in writing either by email or uploaded on Authority website as Addenda.

### **Incomplete/Infructuous of Bids**

- a) Bids of the Bidders who are not able to make complete online submissions on Bid Due Date shall be summarily rejected.
- b) Bids of Bidders who make any physical submission shall be summarily rejected.
- c) Authority shall not be responsible non-receipt /non submission of any bid /any documents owing to any technical issue at online web portal. The Bidders are requested make online submissions well in advance.

### **Contents of Bids**

- a) The contents of the Bid and the opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.



## **Modification and Withdrawal of Bids**

- a) Bidder shall not be allowed to modify any part of its Bid after the Bid submission.
- b) In order to avoid forfeiture of Bid Security, a Bidder may withdraw his Bid after submission thereof, provided that Authority receives written notice of such withdrawal before the expiration of the Bid Due Date.
- c) The Bidder may modify, substitute or withdraw its Technical Bid and Price Bid after online submission prior to the Bid Due Date.
- d) Any alteration/ modification in the Bid or additional information submitted subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **Right to terminate RFP/bidding process:**

The Authority, may cancel the process of procurement initiated by it,-

- (a) at any time prior to the acceptance of the successful bid; or
- (b) After the successful bid is accepted in accordance with the provisions stipulated in Punjab Transparency in Public Procurement Act, 2019

## **Evaluation Criteria**

To be considered eligible and qualified, each Bidder should meet the Eligibility Criteria and Qualification Criteria specified hereunder.

## **Eligibility Criteria**

- b) The Bidder shall be legally competent to enter into a contract as per prevailing Indian law, and must be either: (i) a company incorporated under the Companies Act, 1956 (as amended or re-enacted or restated, and including the Companies Act, 2013 as notified from time to time), (copy of Certificate of Incorporation, Memorandum and Article of the association of the Bidder should be submitted) or (ii) a partnership firm (copy of Partnership Deed should be submitted) or a (iii) a proprietary firm (copy of sales tax/GST registration, Employees Provident Fund registration, shop registration certificate, as may be applicable, should be submitted).
- c) Bidding by a consortium of bidders is not permitted, and shall be rejected.
- d) The Bidders must not have been declared ineligible or blacklisted by any entity of Govt. of India/Govt. of Punjab/other State Govt./Govt. Agencies/Public Sector Unit or government
- e) company, Urban Local Body and or abroad in other countries for participation in future bids for unsatisfactory past performance, corrupt, fraudulent, breaches a procurement contract or makes false representation about his qualifications during bid proceeding or any other unethical business practices or for any other reason.

Bidders must not have any criminal/fraud cases against it, its director or associate or promoter or proprietor or any partner or having been convicted for violation of any law in force.

In this regard, a Self Attested Anti blacklisting certificate is required to be provided as per the format prescribed in Annexure- 4.

- f) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Conflict of Interest is specified/ defined in clause 9.
- g) Bidders must not have been involved in a breach of general or specific instructions for bidding, general and special conditions of contract with Government of Punjab or any of its agencies.
- h) Bidder must not have indulged in any type of litigation with MCB as on the bid due date.

### **Qualification Criteria**

The Bids of the Bidder meeting Eligibility Criteria shall be considered for assessment of Qualification Criteria. To be considered as qualified, each Bidder should meet Qualification Criteria specified hereunder. The Bids of Bidders not meeting these criteria will be declared disqualified and not be processed further.

- a) The Operator must be a company /partnership firms registered under Indian Companies Act 2013. Attested copy of the registration of the firm issued by the Registrar of Companies, India should be submitted along with the bid.
- b) Operator should have experience of having successfully running for a period of at least two continuous years or completed Similar type of work/assignment for any Urban Local Body(ULB) or Government Body (In India) during period of 5 years ending on 31.03.2024 should be either of the following ;
  - i. Three ongoing or completed works not less than the number of properties equal to **40%** (in each work order) of Sixty thousand properties.  
Or
  - ii. Two ongoing or completed works not less than the number of properties equal to **50%** (in each work order) of the total estimated Sixty thousand properties.  
Or
  - iii. One ongoing or completed works not less than the number of properties equal to **80%** of the total estimated Sixty thousand properties.

Similar Work means GIS Survey in ULBs/collection of Garbage User Charges/Municipal dues/taxes/water supply and sewerage bills/Bill distribution in ULBs etc.

(The Attested copy of satisfactory completion or partial completion certificate of the same signed by the Head of the Department of the ULB or, Governmental bodies should be attached.)

- c) The average annual turnover of the Operator in last 3 financial years should not be less than **Rs. 50 Lacs**. The original copy of the CA certificate for the same should be submitted along with Audited balance sheets.

### **Evaluation of Price Bid**

- a) The Price Bid of only the Bidder who qualifies in accordance with clause 6.2, and is declared "Eligible and Qualified Bidders", shall be opened. The Price Bid opening process is specified in clause-6.3.
- b) Bidders are required to quote the percentage on the bill collection made by them during the quarter. All prices shall be in Indian Rupees. If there is a discrepancy between words and figures, the amount in words shall prevail.



- c) The Authority shall determine the responsiveness of Price Bid of lowest Bidder in relation to the market rate or Authority's internal estimate or Good Industry Practice. For said purpose the market rate, internal estimates and Good Industry Practice are defined hereunder;
- d) In case of the Bid of the lowest Bidder is found seriously unbalanced by Authority in relation to the market rate or its internal estimate or Good Industry Practice, the Authority shall be entitled to solicit, at its sole discretion, detailed price analysis for any or all items specified in Price Bid, from the lowest and/or all Bidders to demonstrate the internal consistency of those prices.
- e) In case of the Price Bid of the Bidder, which is unrealistically lower or higher than internal estimate or market rate or Good Industry Practice and which could not be substantiated satisfactorily by the Bidder, may be rejected as **non-responsive**. In such case Authority shall have right to take any such measure as may be deemed fit, including annulment of the Bidding Process.

## 6. Evaluation Process

### Opening of Technical Bid

- a) The Authority shall open the Technical Bids online, at time and date specified in clause 1.14, at the place specified in clause 1.15 and in the presence of the Bidders who choose to attend. The Bidders' representatives who are present at such opening shall sign a register evidencing their attendance as a witness to the Bid opening process.
- b) Bids for which a notice of withdrawal has been submitted in accordance with clause 4.8 shall not be opened. The Technical Bids of the Bidders who have not made online submission shall not be opened.
- c) The Bidder's names, the presence or absence of requisite RFP Fees, Bid Security and such other details as Authority in its sole discretion may consider appropriate, shall be announced at the opening of the Technical Bid.

The Authority will subsequently examine and evaluate Technical Bids in accordance with the provisions set out here under in clause-6.2.

### Evaluation of Technical Bid

The Bidders shall be required to submit documents as listed in this RFP document as per clause 4.4 along with supporting documents. The Authority shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

#### a) **Test of Responsiveness for Bid Security/EMD, RFP, Fee, Proper Submission**

- 1) Prior to evaluation of Eligibility and Qualification Bids, the Authority shall determine

whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (i) RFP fees and EMD are paid as per the requirement of the tender.
- (ii) It is received as per the format specified in RFP;
- (iii) It is signed, stamped by Authorized signatory,
- (iv) it contains all the information. Annexure, documents and Authorizations in accordance with clause-4.4

- (v) Bid is submitted online and not physically unless specifically required or instructed for any part of the bid.
  - (vi) It does not contain any condition or qualification; and
  - (vii) It is not non-responsive in terms hereof and any other conditions specified else wherein RFP.
- 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) Evaluation of Eligibility Criteria and document checks of only those Bidders shall be carried out who's Bids determined to be responsive.

**b) Assessment of Eligibility Criteria**

- 1) The Authority shall examine and evaluate the eligibility of each Technical Bid upon determining its responsiveness as per sub clause (a) above.
- 2) The Bidder must meet Eligibility Criteria specified in the RFP and shall have submitted all required documents as per RFP in order to qualify for next stage of assessment.
- 3) Assessments of Qualification Criteria of only those Bidders shall be carried out whose Bids are meeting Eligibility Criteria.

**c) Assessment of Qualification Criteria**

- 1) The Authority shall examine and evaluate the qualification of each Technical Bid upon determining its eligibility as per sub clause (b) above.
- 2) The Bidder must meet Qualification Criteria specified in clause 5.2 in order to qualify for next stage of Price Bid opening.
- 3) The Bids of the Bidder determined to be responsive, meeting Eligibility and Qualification Criteria as per the RFP shall be declared Eligible and Qualified Bids (the "**Eligible and Qualified Bids**" / "**Eligible and Qualified Bidder**").
- 4) The Price Bid of only eligible and Qualified Bids shall be opened.

**Opening of Price Bids**

The Price Bid shall be submitted by the Bidder online only in the format as specified in Annexure 6 (Format of Price Bid) to this RFP. All prices shall be in Indian Rupees. The Price Bid of only the Bidder who qualifies in accordance with clause 6.2, and is declared "Eligible and Qualified Bidders", shall be opened online. The time and date of opening of Price Bid shall be informed to the Bidders who are declared as Eligible and Qualified Bidders in advance. The Bidders' authorized representatives who are present shall be required to sign and record their attendance. The name of Bidder, Bid rates, etc. will be announced at such opening.

The Authority shall evaluate Price Bid in accordance with the provision set forth in clause 5.3.

**Clarification of Bids and Request for additional information**

To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek Clarifications / documents / missing information in writing from any Bidder regarding its Bid. The request for clarification or submission of information and the response shall be in writing. If the response from the Bidder is not received by the Authority before the expiration of the deadline prescribed in the written request, the Authority reserves the right to proceed with evaluation process at the



total risk and cost of the Bidder.

### **Verification and Disqualification**

- a) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. 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 thereunder.
- b) The Authority reserves the right to reject any Bid and appropriate the EMD if:
- 1) at any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
  - 2) Bidder or its Associates blacklisted/ barred by any government agency in India or abroad.
  - 3) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
  - 4) In case of fraudulent Bid and involvement in fraudulent and corrupt practice as per RFP clause 8.
  - 5) A Bidder makes an effort to influence the Authority in its decisions on Bid Evaluation Process/Selection Process.
  - 6) While evaluating the Bid, if it comes to the Authority's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price or delaying the processing of proposal.
  - 7) Record of poor performance such as abandoning the work, rescinding of Contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
  - 8) A Bidder who submits or participates in more than one Bid under this RFP.

Such misrepresentation/ improper response/blacklisting/record of poor performance shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/rejected, then 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.

- c) In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the prequalification/eligibility criteria/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 Operator either by issue of the LOA or entering into of the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, 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 Successful

Bidder or the Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Successful Bidder or Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/or the Contract.

## 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, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

## Correspondence with Bidder

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

## Confidentiality

Information relating to the examination, clarification, evaluation and recommendation of 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 the 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.

## 7. Appointment of Operator and Signing of Contract

### Selection of Bidder

- e) The Eligible and Qualified Bidders shall be ranked on lowest to highest based on Price Bid and upon determining responsiveness of their Price Bid in accordance with provisions set forth in clause 5.3. Subject to the provisions of clause 5 and clause 6, the Bidder whose Bid is (i) adjudged as responsive (ii) meeting the Eligibility criteria and Qualification criteria and (iii) whose Price Bid offered, on evaluation has been determined to be the lowest (L-1) and responsive acceptable for award, shall be considered as the **Preferred Bidder** (the "**Preferred Bidder**"). Authority may, at its sole discretion, call the Preferred Bidder for negotiation with regard to its proposal to clarify any aspects, discuss details with regard to timelines, capability etc. as to also discuss and negotiate the rates quoted in wider public interest.

### Notification of Award

- a) Prior to expiry of the Bid Validity Period, Authority shall notify the Preferred Bidder(s) as the Successful Bidder through letter that his/their Bid has/ have been accepted (the "**Successful Bidder(s)**"). This letter ("**Letter of Award**" / "**LOA**") shall be issued, in duplicate.
- b) Successful Bidder shall, within seven (7) 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 Successful 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 damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next Eligible and Qualified Bidder may be considered.

### **Performance Security**

- a) The Successful Bidder shall furnish a Performance Security to the Authority for securing the due and faithful performance of its obligations. The Performance Security shall be submitted before the date of signing of Agreement (the "Execution Date"). Such Performance Guarantee shall be in the form of an unconditional and irrevocable bank guarantee for an amount equivalent to **Rs. 1,00,00,000/- (Rs. One Crore Only)**, in favor of the "Commissioner, Municipal Corporation, Bathinda" from a nationalized or Scheduled bank, in India, payable at Bathinda, as per format provided in respect thereof in Annexure 7 ("**Performance Security**").
- b) The Operator shall maintain a valid and binding Performance Security for a period of three (3) months after the expiry of the Total Contract Period ("**Validity Period**").
- c) In case, the availability of Bank Guarantee from the banks for the length of the Total Contract Period is difficult to obtain, the initial Guarantee may be submitted valid for a period of two (2) years, and which shall have to be renewed for similar tenure, forty five (45) days before its expiry. The Performance Security can be renewed in above manner up to the end of the Total Contract Period.
- d) If the Bidder fails to furnish the Performance Security, it shall be lawful for the Authority to forfeit the EMD and cancel the Contractor any part thereof.
- e) The Authority shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:
  - i) in the event the Authority requires to recover any sum due and payable to it by the Operator including but not limited to damages and penalty; and which the Operator has failed to pay in relation thereof; and
  - ii) in relation to Operator's Event of Default in accordance with the terms contained herein.
- f) If the Performance Security has either been partially or completely encashed by the Authority in accordance with the provisions of this Agreement, at any time during the Validity Period, the Operator shall within [fifteen (15) days] of such encashment either replenish, or provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.
- g) On successful completion of this Agreement, the Performance Security shall be returned to the Operator without any interest, subject to any deductions which may be made by the Authority in respect of any outstanding dues under the terms of this Agreement.

### **Annulment of Award**

Failure of the Successful Bidder in submission of Performance Security and signing of Agreement as per RFP terms and to fulfill any other requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

### **Appeals**

If any bidder or prospective bidder is aggrieved that any decision, action or omission of PBMS is in contravention to the provisions of The Punjab Transparency in Public Procurement Act, 2019

or the rules or guidelines issued there under, bidder may file an appeal to Commissioner, Municipal Corporation Bathinda, Government of Punjab within a period of 30 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which bidder feels aggrieved.

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely :-

- (a) Determination of need of procurement in terms of section 9;
- (b) Provision limiting participation of bidders in the bid process in terms of the provision of section 13;
- (c) The selection of a procurement method in terms of chapter VI;
- (d) The decision of whether or not to enter into negotiations in terms of section 40;
- (e) Cancellation of a procurement process in terms of section 25;
- (f) Applicability of the provisions of confidentiality under section 44; and

All the provision of section 52 to 57 of The Punjab Transparency in Public Procurement Act, 2019 and rules framed there in shall be applicable in the procurement process.

### **Interference with procurement process**

A bidder who withdraws from the procurement process after opening of financial bids; or withdraws from the procurement process after being declared the successful bidder; or fails to enter in to procurement contract after being declared the successful bidder; or fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall in addition to the provisions of section 26 of "The Punjab Transparency in Public Procurement Act, 2019 or the rules" be punished with fine of Rs. 50 Lakhs.

### **Vexatious appeals or complaints**

Whoever intentionally files any vexatious, frivolous, or malicious appeal or complaint under The Punjab Transparency in Public Procurement Act, 2019, or file any CWP or Civil Suit with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine of Rs.20 lakhs.

### **Dispute Resolution**

All the dispute, arising during the execution of contract shall be settled through amicable settlement by sole arbitrator as per the provision of arbitration and conciliation Act 1996 and the sole arbitrator shall be appointed by Commissioner, Municipal Corporation Bathinda, from the Arbitrator empanelled by the Hon'ble Punjab & Haryana High Court.



## 8. Fraud and Corrupt Practices

- a) 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 Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case maybe, 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 be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the Bidding documents and/or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, Authority shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP Document.
- b) Without prejudice to the rights of the Authority under sub clause (a) hereinabove and the rights and remedies which the Authority may have under the LOA or the Contract or otherwise if a Bidder or Contractor 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 Contract and /or otherwise, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the
- c) Authority during a period of two (2) years from the date such Bidder or Contractor 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.
- d) For the purposes of this clause 8, the following terms shall have the meaning herein after respectively assigned to them:
  - (i) "**corrupt practice**" means (a) 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 Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one (1) 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 (b) engaging in any manner what so ever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the Project or the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - (ii) "**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;
  - (iii) "**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;

- (iv) **"undesirable practice"** means (i) 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; or(ii)having a Conflict of Interest; and
- (v) **"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.

### **Blacklisting**

The authority shall have the power to black list a bidder for a specify time from participating in public procurement proceedings and inform, in writing, all procuring entities for such actions as prescribed in chapter-5 of Punjab Transparency in Public Procurement Act,2019

## **9. Conflict of Interest**

A Bidder shall not have a Conflict of Interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. A Bidder may be considered to have a Conflict of Interest that affects the Bidding Process, if the relationship between two Bidders is established through common holding, either directly or through Associates, of at least 25% holding of equity/profit sharing in another company/ firm, or in each other.

A. The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or Associate (or any constituent thereof) have common controlling ownership interest. Common controlling ownership interest for company, partnership firm, and proprietorship firm is defined as follows.

- (1) **If Bidder is a company** : In such case, the Bidder (including its member or Associate or any shareholder thereof of Bidder and/or its Associates) possessing over 25% of the paid up and subscribed capital in its own company, member or Associate as the case may be, also holds:
  - a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder, its member or Associates is company ;and/or
  - b) more than 25% of profit sharing in other Bidder, its Member or Associates such other Bidder, its member or Associates is a partnership firm; and/or
  - c) other Bidder, its member or Associates which is a proprietorship firm.
- (2) **If Bidder is a partnership firm**: In such case, the Bidder or its partners or Associate having a profit sharing of more than 25%of such Bidder or its partners or Associate as the case may be also holds;
  - a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its Member or Associate of such other Bidder, its member or Associates is company; and/or
  - b) more than 25% of profit sharing in other Bidder, its member or Associates such other Bidder, its Member or Associates is a Partnership firm. and/or
  - c) other Bidder ,its Member or Associates which is a proprietorship firm.
- (3) **If Bidder is a Proprietorship Firm**: In such case , the Bidder or its proprietor or Associate of such Bidder or its proprietor or Associate as the case may be also holds;



RFP for Selection of Operator for Garbage User Charge Collection at Bathinda

- a) more than 25% of the paid up and subscribed equity capital in the other Bidder, its member or Associate of such other Bidder, its Member or Associates is Company; and/or
- b) more than 25% of profit sharing in other Bidder, its member or Associates such other Bidder, its, Member or Associates is a Partnership firm. and/or
- c) Other Bidder, its member or Associates which is a Proprietorship Firm.

It is to be noted that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956.

- B. A constituent of such Bidders is also a constituent of another Bidders; or.
  - C. Such Bidders receives or has received any direct or indirect subsidy from any other Bidder/s, or has provided any such subsidy to any other Bidders; or
  - D. Such Bidders has the same legal representative for purposes of this Bid as any other Bidders; or
10. Such Bidders has a relationship with another Bidders, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders; or Miscellaneous
- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bathinda shall have exclusive jurisdiction over all disputes arising under, pursuant to and /or in connection with the Bidding Process.
  - b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
    - (i) 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;
    - (ii) Consult with any Bidder in order to receive clarification or further information;
    - (iii) Retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or
    - (iv) 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.
  - c) It shall be deemed that by the 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 with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
  - d) Successful Bidder has to enter into an agreement with Authority and said agreement shall be part of this RFP and terms of agreement should be binding on the parties.

## PART VI: ANNEXURE



**Annexure1 Cover Letter**

(On Bidder's letterhead)

(Bidders are required to fill up all the blank spaces in this Bid Performa and its enclosures.)

Dated:

To

Commissioner  
Municipal Corporation,  
Bathinda- 151001

**Subject:** Submission of Bid for Request for Proposal (RFP) For Selection of Operator for Garbage User Charges Collection & Maintain Online Account of all Users linked to UID for Bathinda city.

Dear Sir,

1. Having examined the 'Instructions to Bidder' and "Scope of Services" and Annexure for the above Bid, we the undersigned, offer to undertake the said work and guarantee the whole of the said Scope of Work in conformity with the said conditions of RFP a for the sum mentioned in the Price Bid of the bid submitted separately.
2. We acknowledge that this Annexure forms an integral part of the Bid. We also confirm acceptance of Performa's/ Annexure given in the RFP Document.
3. We undertake, if our Bid is accepted, we shall commence the Scope of Work and achieve the COD per the terms specified in this RFP and to guarantee satisfactory services, fulfill our obligations during the Contract Period as per RFP Document.
4. If our Bid is accepted we shall furnish a Bank Guarantee for Performance as Security for due performance of the Contract. The amount and form of such guarantee shall be in accordance with RFP provisions.
5. We agree to Bid by this Bid for a minimum period of 90 days from the Bid Due Date and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
6. This Bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding Contract between us.
7. We understand that you are not bound to accept the lowest or any offer you may receive against this Bid.
8. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

Dated : \_\_\_\_\_  
Signature & Name : \_\_\_\_\_

In the capacity of \_\_\_\_\_ duly authorized to sign RFP for and on behalf of

Address \_\_\_\_\_

## **Annexure 2 General Information of Bidder**

{On Bidder's letterhead-

### **(1) Bidders name and contact details.**

Name of the Bidder Organization:

Nature of Entity (company/partnership/Proprietorship, etc.):

Address of Registered Office:

Phone:

Fax:

E-mail:

Main Line of Business with experience:

**(2) Copy of the Registration of the Bidder** (Certificate of Incorporation, Memorandum of Article, Article of Association, Partnership Deed, GST Registration copy, Shops and Establishment Dept. Certificate, etc. as may be applicable) (to be attached separately).

In case of foreign company, incorporation documents other than in English language should be accompanied by a notarized translation to English language only.

\_\_\_\_\_  
Specimen Signature of the Authorized signatory



### Annexure 3 Financial Capability Statement

, On Statutory Auditor's letter head-

I hereby declare that I have scrutinized and audited the financial statement of M/s \_\_\_\_\_. The Net Worth\* of the Bidder (name of the Bidder) as on, as per Audited statement is as follows;

Year (as mentioned or equivalent) *	Net worth (INR Crore)**	
	Bidder	Total

\*To be provided from latest available Audited statement

\*\* for the purpose of Net worth Calculation it is defined: "Sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity share holders"

\_\_\_\_\_  
(Signed and Sealed by the statutory auditor) ENCL.

- (1) Copy of latest available audited annual reports for last three years as applicable or as per financial year/calendar year followed by the Bidder firm.
- (2) Document showing relationship of Bidder with the Associate as per the definition given in clause 5.2(c). Associate credit shall only be permitted in case Bidder is bidding as single entity.
- (3) In case a foreign company is a Bidder, then it must provide evidence of meeting the Financial Qualification Criteria in equivalent Indian Rupees certified by a chartered accountant registered in India or certification by foreign based reputed firms like Deloitte, PWC, KPMG, or E&Y along with copies of latest audited annual reports for last three years. The exchange rate of its respective foreign currency to Indian currency in respective years used to compute the relevant parameters like Net Worth should be brought out.
- (4) In case operation Contract is held in partnership/JV/Consortium, the JV/Consortium agreement copy specifying the share of each partner in the JV must be submitted.
- (5) Documentary evidences as per clause 5.2(c) for Indian and Foreign Bidder or Associate is a foreign company.

\_\_\_\_\_  
(Signature and name of Authorized Representative)

**Annexure 4 Anti blacklisting certificate**

**{Notarization is required}**

**Format of self-certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted (On a Stamp Paper of relevant value)**

**Anti-Blacklisting Certificate**

M/s..... (Name of the Bidder),(the names and addresses of the registered office)here by certify

and confirm that we or any of our promoter/s / director/s or our firm as well as our Associate (insert "Associate" in case Bidder is taking credit for meeting qualification criteria) as defined in clause 5.2 (c)are not barred by Government of Punjab (GoP)/any other entity of GoP or blacklisted by any state government or central government/department/Local Government agency in India or similar agencies from foreign countries from participating in Project/s, either individually or as member of a Consortium for last one year from\_(Bid Due Date)

We further confirm that we are aware that our application for the captioned Project 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 Total Contract Period. Dated this... .....Day of 2023.

Name of the Bidder

Signature of the Authorized

person Name of the Authorized

Person



**Annexure 5 Format of Power of Attorney**

(Applicable in case of bid not being signed by the person directly authorized by Board of the firm. In the latter case, please provide a copy of the relevant Board Resolution/Partner Resolution signed by Company Secretary/Director/Partner authorizing the Signatory)

**{On Requisite Stamp Paper}**

KNOW ALL MEN by these presents that we,...\*name of the company/partnership firm], accompany incorporated under the Companies Act 1956 or 2013/ Firm having partnership deed as per partnership act and having its registered office/office at....\*Address of the Company/partnership firm](herein after referred to as "Company/firm"):

WHEREAS in response to the RFP for Selection of Operator (city name), ("Project"), as per the Scope of Work specified in RFP, the Company/Firm is submitting Bid Comprising Technical and Price Bids for the Project, and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. \_\_\_\_\_ Son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company/Firm ("Attorney").

NOW KNOW WE ALL BY THESE PRESENTS, THAT [name of the company/firm] do here by nominate, constitute and appoint.....\*name & designation of the person+.....as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say:

To act as the Company's/firm's official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection there with;

To signal the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To tender/ Bid documents, receive and make inquiries, make the necessary corrections and clarifications to the Bid and other documents, as may be necessary;

To do all such acts, deeds and things in the name and on behalf of the Company/Partnership firm as necessary for the purpose aforesaid.

The common seal of [name of the company/partnership firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on Day of 2018 in the presence of [name & designation of the person] and counter signed by [name & designation of the person] of the Company/firm of [name of the company]	<div data-bbox="893 1433 1323 1500">_____ [name &amp; designation of the person]</div> <div data-bbox="893 1545 1323 1612">_____ [name &amp; designation of the person]</div>
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**Annexure-6 Format of Price Bid**

{To be submitted online only}

Description	Percentage to be quoted by the bidder	
	In figures	In Words
Operator Fee for managing of Garbage User Charge Collection & Maintain Online Account of all Users linked to UID for Bathinda City. in accordance with the scope of services under this RFP. <b>(Percentage of Total bill Collection inclusive of GST &amp; other taxes as applicable)</b>		



**Annexure 7 Format For Bank Guarantee for towards Performance Guarantee /Security**

Dated:

To,

Commissioner  
Municipal Corporation,  
Bathinda- 151001

Agreement No..... .Date... ..

- i) This Deed of Guarantee made this day of \_\_\_\_\_ 2023 between Bank of \_\_\_\_\_ (hereinafter called the "Bank") on the one part, and\* \_\_\_\_\_ [Authority Name] (Hereinafter called "Authority") of the other part.
- ii) Whereas Authority has awarded the Contract for (Description of Contract) (hereinafter called the Contract) to: \_\_\_\_\_ (Name of Operator) (hereinafter called the Operator).
- iii) AND Whereas the Operator is bound by the said Contract to submit to Authority a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
- iv) NOW, WE THE UNDERSIGNED \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ do here by unconditionally and irrevocably undertake to pay to the Authority an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) without any demur, merely on a demand in writing from the Authority stating that the amount claimed is due and payable by the Service Provider. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Authority any money so demanded notwithstanding any dispute raised by the Operator in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
- v) We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
- vi) This Guarantee is valid for a period of \_\_\_\_\_ [Duration in days (months) in figures and words] from the date of signing. We undertake not to revoke this guarantee during its currency without the written consent of the Authority.
- vii) At any time during the period in which this Guarantee is still valid, if the Authority agrees to grant a time extension to the Operator or if the Operator fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority and at the cost of the Operator.

- viii) The Guarantee herein before contained shall not be affected by any change in the Constitution of the Bank or of the Operator.
- ix) The neglect for bearance of the Authority in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority for the payment here of shall in no way relieve the Bank of their liability under this deed.
- x) We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Authority in writing. This Guarantee shall be valid up to \_\_\_\_\_ and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Operator of its obligations under the Contract and/or as demanded by the Authority.
- xi) The expressions "the Authority", "the Bank" and "the Operator" hereinbefore used shall include their respective successors and assignees.

In witness where of I/We of the Bank have signed and sealed this guarantee on the \_\_\_\_ day of \_\_\_\_\_ 2023 \_\_\_\_ being herewith duly

authorized .For and on behalf of the Bank

Signature of Authorized Bank official

Name:

Designation:

Stamp/Seal of the Bank:

Signed, sealed and  
delivered for and on behalf  
of the Bank

By the above named \_\_\_\_\_

In the presence of:

Witness1

Witness2

Signature Name Address