



AKOLA MUNICIPAL CORPORATION

Request for Proposal

for

Selection of well experienced & qualified operator for door-to-door
collection and transportation of municipal solid waste in Akola Municipal
Corporation

June 2026

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AKOLA MUNICIPAL CORPORATION, AKOLA

NOTICE INVITING E-TENDER

Online Tenders (e-tender) for the following work are invited by The Municipal Commissioner, Akola Municipal Corporation, Akola from well qualified Contractors/Firms/Company (public ltd. /private ltd) & experienced Agencies for Solid Waste Management on web portal <http://mahatenders.gov.in>

The details can be viewed and downloaded online directly from the Web Portal <http://mahatenders.gov.in> from 08/06/2026 at 03:00 PM onwards.

Sr. No.	Name of the Work	Time Limit for Completion (Years)	Earnest Money Deposit (EMD)	Cost of Blank Tender Form
1	2	4	5	6
1.	Selection of well experienced & qualified operator for door-to-door collection and transportation of municipal solid waste up to disposal site in Akola Municipal Corporation, Akola, Maharashtra, India.	5 Years from the date of issue of work order. (Period of work may be extended up to two years if work is found satisfactory)	Rs.1.00 Crores	Rs. 50,000+ GST (non-refundable)

1. All eligible / interested tenderers are mandated to get Digital Signature for e-tendering.
2. All the tenderers have to pay the tender fees and EMD/Bid Security through online payment Gateway only. Failing which the tender will be disqualified.
3. Tender form submitted through post/ courier shall not be accepted.
4. Right for any amendment in the Terms & Condition of Tender and the right to reject any or all offers without assigning any reason thereof is reserved with Municipal Commissioner.

**Commissioner
Akola Municipal Corporation**

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 Akola Municipal Corporation including their 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 neither an offer nor invitation by Akola Municipal Corporation 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 offers (the “Bids”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Akola Municipal Corporation in relation to the Project. 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 Akola Municipal Corporation including their 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 and associated 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. Akola Municipal Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Akola Municipal Corporation including their employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 the Bidding Process.

Akola City Municipal Corporation 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.

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 Akola Municipal Corporation is bound to select a Bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the Project and Akola Municipal Corporation reserves the right to reject all or any of the Bidders or Bids without assigning any reasons 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, expenses associated with any demonstrations or presentations which may be required by Akola Municipal Corporation, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Akola Municipal Corporation 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 for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions- - In this RFP, unless the context otherwise requires

“Applicable Law” means all laws including Municipal Solid Waste (Management & Handling) Rules, 2000 and SWM Rule 2016 & 2026, Maharashtra municipal act 1949, Road transport Act 1950, Accident Act, Minimum Wages Act 1948, Workmen’s Compensation Act 1923, Employee State Insurance Act 1948, Contract Labour (Regulation & Abolition) Act 1970, Child Labour (Prohibition and Regulation) Act 1986 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 injunction writs or orders of any court, as may be in force and effect during the subsistence of this Agreement and applicable to the project/the Contractor.

“Bio-Medical Waste” means any waste, which is generated during the diagnosis, treatment or immunization of human beings or animals or in research activities pertaining thereto or in the production or testing of biological, and including categories mentioned in Schedule I, of the BMW rules, 2016 & 2026.

“Biodegradable waste ” means any organic material that can be degraded by micro-organisms into simpler stable compounds

“Bulk waste generator” means and includes buildings occupied by the Central government departments or undertakings, State government departments or undertakings, local bodies, public sector undertakings or private companies, hospitals, nursing homes, schools, colleges, universities, other educational institutions, hostels, hotels, commercial establishments, markets, places of worship, stadia and sports complexes having an average waste generation rate exceeding 100kg per day;

“Bulk waste generator” covers the entity given below if they satisfy atleast one of the following criteria i) Building with Floor area 20000 sq. mt or above ii) Water consumption of 40000 ltr per day iii) Solid waste generation of 100 kg per day, namely institutional users, commercial users, residential societies.

"bye-laws" means regulatory framework notified by local body, census town and notified area townships for facilitating the implementation of these rules effectively in their jurisdiction.

"Contract" means the agreement entered into between the Authority and the Contractor as recorded in the contract form signed by the parties, includes all attachments and appendices there to and all documents incorporated by references therein. Contract is the deed of contract together with all its original accompaniments and those later incorporated in it by internal consent.

"Commissioner" means Commissioner of Akola Municipal Corporation, the person, for the time being holding that Office and also his successors.

“Combustible waste” means non-biodegradable, non-recyclable, non-reusable, non-hazardous solid waste having minimum calorific value exceeding 1500 kcal/kg and excluding chlorinated materials like plastic, wood pulp, etc.

“Decentralized processing” means establishment of dispersed facilities for maximizing the processing of biodegradable waste and recovery of recyclables closest to the source of generation so as to minimize transportation of waste for processing or disposal.

"Door to door collection" means collection of solid waste from the door step of households, shops, commercial establishments, offices, institutional or any other non-residential premises and includes collection of such waste from entry gate or a designated location on the ground floor in a housing society, multi storied building or apartments, large residential, commercial or institutional complex or premises.

"Demolition and construction waste" means wastes from building materials debris and rubble resulting from construction, re-modelling, repair and demolition operation

“Domestic hazardous waste” means discarded paint drums, pesticide cans, CFL bulbs, tube lights, expired medicines, broken mercury thermometers, used batteries, used needles and syringes and contaminated gauge, etc., generated at the household level;

“Dry waste” means waste other than bio-degradable waste and inert street sweepings and includes recyclable and non-recyclable waste, combustible waste and sanitary napkin and diapers, etc;

“facility” means any establishment wherein the solid waste management processes namely segregation, recovery, storage, collection, recycling, processing, treatment or safe disposal are carried out.

“Hazardous waste” means any waste which by reason of characteristics such as physical, chemical, biological, reactive, toxic, flammable, explosive or corrosive, causes danger or is likely to cause danger to health or environment, whether alone or in contact with other wastes or substances and as defined in Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 & 2026

“Inerts” means wastes which are not bio-degradable, recyclable or combustible street sweeping or dust and silt removed from the surface open drains.

“leachate” means the liquid that seeps through solid waste or other medium and has extracts of dissolved or suspended material from it;

“Local body” means Akola Municipal Corporation unless otherwise stated differently.

“Materials Recovery Facility” (MRF) means a facility where non-compostable solid waste can be temporarily stored by the local body or any other entity mentioned in rule 2 or any person or agency authorized by any of them to facilitate segregation, sorting and recovery of recyclables from various components of waste by authorized informal sector of waste pickers, informal recyclers or any other work force engaged by the local body or entity mentioned in rule 2 for the purpose before the waste is delivered or taken up for its processing or disposal;

“MSW Rules” shall mean the Municipal Solid Wastes (Management and Handling) Rules, 2000, 2016 & 2026 and any amendments thereto.

“Municipal Solid Waste”[MSW] means segregated solid or semi-solid domestic waste, sanitary waste, commercial waste, institutional waste, e-waste, catering and market waste and other non-residential wastes, street sweepings, silt removed or collected from the surface open drain, horticulture waste, agriculture and dairy waste treated bio-medical waste excluding industrial waste, bio-medical waste, battery waste, radio-active waste generated in the area under the local authorities.

“non-biodegradable waste” means any waste that cannot be degraded by microorganisms into simpler stable compounds;

“Operator” means a person or firm that undertakes a contract to provide materials or labour to perform a service or do a job for service providing authority;

“AMC” means the Akola Municipal Corporation

“Primary collection” means collecting, lifting and removal of segregated solid waste from source of its generation including households, shops, offices and any other non-residential premises or from any collection points or any other location specified by the local body;

“Performance Security” shall mean the guarantee for performance of its obligations to be procured by the Contractor in accordance with Article 3.2.

“Project Area” means the Area of Municipal Corporation where the Contractor has to implement the said work.

“Recycling” means the process of transforming segregated non-biodegradable solid waste into new material or product or as raw material for producing new products which may or may not be similar to the original products;

“Refused Derived Fuel”(RDF) means fuel derived from combustible waste fraction of solid waste like plastic, wood, pulp or organic waste, other than chlorinated materials, in the form of pellets or fluff produced by drying, shredding, dehydrating and compacting of solid waste;

“Residual solid waste” means and includes the waste and rejects from the solid waste processing facilities which are not suitable for recycling or further processing;

“SWM 2016 & 2026” shall mean the Solid Wastes Management (Management and Handling) Rules, 2016 & 2026 and any amendments thereto.

“Sanitary waste” means wastes comprising of used diapers, sanitary towels or napkins, tampons, condoms, incontinence sheets and any other similar waste;

“segregation” means sorting and separate storage of various components of solid waste namely biodegradable wastes including agriculture and dairy waste, non-biodegradable wastes including recyclable waste, nonrecyclable combustible waste, sanitary waste and non-recyclable inert waste, domestic hazardous wastes, and construction and demolition wastes;

“sorting” means separating various components and categories of recyclables such as paper, plastic, cardboards, metal, glass, etc., from mixed waste as may be appropriate to facilitate recycling;

“Solid waste” means and includes solid or semi-solid domestic waste, sanitary waste, commercial waste, institutional waste, catering and market waste and other non residential wastes, street sweepings, silt removed or collected from the surface open drains, horticulture waste, agriculture and dairy waste, treated bio-medical waste excluding industrial waste, bio-medical waste and e-waste, battery waste generated in the area under the local authorities and other entities mentioned in rule 2 of SWM rules 2016 & 2026;

“Tipping fee” means a fee or support price determined by the local authorities or any state agency authorised by the State government/quoted by bidder and approved by the authority to be paid to the concessionaire or operator for D2D collection and transportation of MSW till waste processing facility or for disposal of residual solid waste at the landfill;

“Transfer station” means a facility created to receive solid waste from collection areas and transport in bulk in covered vehicles or containers to waste processing and, or, disposal facilities;

“transportation” means conveyance of solid waste, either treated, partly treated or untreated from a location to another location in an environmentally sound manner through specially designed and covered transport system so as to prevent the foul odour, littering and unsightly conditions;

“Termination” means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of the Agreement by efflux of time at the end of five years from the date of this Agreement or upto extended period.

“Termination Date” means the date specified in the Termination Notice as the date on which Termination occurs.

“Termination Notice” means the notice of Termination by Municipal Corporation, in accordance with the applicable provisions of this Agreement.

“user fee” means a fee imposed by the local body and any entity mentioned in rule 2 on the waste generator to cover full or part cost of providing solid waste collection, transportation, processing and disposal services.

“Vermicomposting” means the process of conversion of bio-degradable waste into compost using earthworms;

“Waste generator” means and includes every person or group of persons, every residential premises and non-residential establishments including Indian Railways, defense establishments, which generate solid waste;

“Waste picker” means a person or groups of persons informally engaged in collection and recovery of reusable and recyclable solid waste from the source of waste generation the streets, bins, material recovery facilities, processing and waste disposal facilities for sale to recyclers directly or through intermediaries to earn their livelihood.

1. **INTRODUCTION**

1.1. **Background**

- 1.1.1. Akola Municipal Corporation ("AMC") was formed on 1st October 2001 after amalgamation of the erstwhile Akola Municipal Council, 24 villages of Akola Taluka, Dr. Punjabrao Deshmukh Krushi Vidyapeeth, Mahabeej Head Office.
- 1.1.2. The current area under jurisdiction is approximately 128 sq. kms.
- 1.1.3. Akola Municipal Corporation has an objective of providing Municipal Solid Waste Management (MSWM) services for door-to-door collection and transportation of Municipal solid waste generated in the city.
- 1.1.4. Akola Municipal Corporation shall carry out the bid process for selection of Successful Bidder. Accordingly, Akola Municipal Corporation intends to select the suitable operator who will be eligible to undertake Door to Door Collection and Transportation of Municipal Solid Waste up to Disposal point in Akola Municipal Corporation.
- 1.1.5. "Municipal Solid Waste" in the context of this RFP means segregated solid or semi-solid domestic waste, sanitary waste, commercial waste, institutional waste, e-waste, catering and market waste and other non-residential wastes, street sweepings, silt removed or collected from the surface open drains, horticulture waste, agriculture and dairy waste treated bio-medical waste excluding industrial waste, bio-medical waste, battery waste, radio-active waste generated in the area under the local authorities.
- 1.1.6. Akola is currently processing its waste at **Bhod**, Processing unit which is approximately 15 Km from Akola Municipal Corporation head-office. 4 Transfer stations in the City area. It is also possible that, in future, AMC can opt for new waste treatment facility, hence it is recommended to consider buffer of 12 km on and average 15 km. and bid for the project.

1.2. **Details of the project**

SN.	Particulars	Details
1	Name of the authority	Akola Municipal Corporation
2	Waste Generated	250-260 Tonne Per Day
3	Location of processing unit	20.776991, 76.980588
4	Area of the project site	Approximately 128 Sq. Km
5	Prabhag	20
6	Term of the project	5 Years extendable to 2 years
7	Forecasted Population (2026)	7,70,000
8	Vehicles for waste collection and transportation	Appendix XIII

1.3. **Context of the Project**

- 1.3.1. The municipal area of Akola Municipal Corporation has been divided into 20 Prabhag. The proposed project will be applicable for all the prabhag of Akola Municipal Corporation.

According to census 2011, the population of Akola city was 5,37,153 and forecasted population of Akola is 07,70,000 in year 2026. The estimated municipal solid waste

generated, at present within the ULB area is 250-260 TPD (approximately).

- 1.3.2.** The Selected Bidder will undertake Door-to-Door collection and transportation of MSW generated in all Prabhag of Akola Municipal Corporation (AMC) up to Disposal point as specified by Akola Municipal Corporation.
- 1.3.3.** The Bidder shall be responsible for design, operate & maintain the system for MSW door-to-door collection and transportation in the project area in line with project implementation and operations plan under and in accordance with the provisions of an agreement (the "Agreement") to be entered into between the Bidder and Akola Municipal Corporation as part of the Bidding Documents pursuant hereto.
- 1.3.4.** The Proposals would be evaluated on the basis of the Eligibility criteria set out in this RFP Document in order to identify the Successful Bidder for the Project ("Successful Bidder"). The Successful Bidder will then enter into the Agreement with the Akola Municipal Corporation and perform the obligations as stipulated there in, in respect of the Project.
- 1.3.5.** The statements and explanations contained in this RFP are intended to provide a better understanding to the prospective 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 bidder set forth in the Agreement or the Municipal Commissioner rights to amend, alter, change, supplement or clarify the scope of work. 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 the Akola Municipal Corporation.
- 1.3.6.** Akola Municipal Corporation shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by Akola Municipal Corporation pursuant to this RFP, as modified, altered, amended and clarified from time to time by Akola Municipal Corporation (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.5.6 for submission of Bids (the "**Bid Due Date**").

1.4. The Project

1.4.1. The Project Objective

The purpose of this Project is to create an efficient and effective collection, storage, and transportation system for MSW Akola Municipal Corporation. The main objectives of the project are:

- Collection of source segregated waste at the place of its generation in following categories:
 - Biodegradable wastes (wet waste - food waste, fruits & vegetables and parts thereof, meats, etc.),
 - Non-biodegradable wastes (dry waste - plastics, paper, cardboard, rags, glass, metal, wood and inert waste, etc.)
 - Domestic hazardous wastes (such as aerosol cans, paint material, discarded medical supplies etc.), Sanitary waste and disposables thereof
 - Green waste
 - E-waste
 - Sanitary waste

- Collection of solid waste from the doorstep of households, apartments, housing societies, shops, commercial establishments, offices, institutional or any other non-residential premises, including collection of such waste from entry gate or a designated location on the ground floor in a housing society, multi storied building or apartments, large residential, commercial, or institutional complex or premises
- Transportation of the segregated waste collected from source premises in transport vehicles, to the respective processing facilities.
- To facilitate the system for Collection and transportation of MSW into four categories as specified by SMW rules 2016 & 2026.–
 - 1. Biodegradable MSW,[wet waste]
 - 2. Recyclables and Non-biodegradableMSW [dry waste]
 - 3. Domestic hazardous waste
 - 4. Sanitary waste
- Adherence to the SWM Rule 2016 & 2026, Swatch Bharat Mission (Urban) 2.0 guidelines under Garbage Free City Rating and Swatch Sarvekshan and its subsequent amendments.
- Containerization (covered), colour coding for MSW collection and transportation.
- Minimizing displacement of existing formal and informal workers.
- To find solutions for waste management through community participation in establishing environmentally and economically sustainable waste management systems with the help of NGOs, Community Based Organisation (CBOs) and Residential Welfare Associations (RWAs)
- To ensure that lessons learned to provide useful inputs in designing the overall strategy for the city

1.4.2. Scope of the project

Collection and transportation of Municipal solid waste

- 1) Door to door collection of MSW from residential, slums, vegetable/ fruit markets, slaughterhouse, fish/ chicken/ mutton shops, commercial, institutional, gardens, industrial area, green waste, open dumping points, hotels, public places, and any other areas not excluded elsewhere in this document from project area of AMC as defined in SWM Rule 2016 & 2026 in AMC area.
- 2) Collection and transportation of MSW up to Disposal point in Akola Municipal Corporation as per the guidelines given by Municipal Commissioner of Akola or any officer appointed by Commissioner of Akola. The successful bidder will arrange for the collection of MSW from door to door in such a way that it'll be taking from the generator to compactor or/and tipper to compactor without touching the ground anytime.
- 3) The Project shall not, however, cover i] Biomedical, (ii) Construction and debris waste, and (iii) hazardous waste (Except Domestic hazardous)
- 4) The successful bidder will have to deploy drivers and helpers required for vehicles provided by its own for door-to-door collection and upon the direction of Municipal Commissioner will increase the number as much as directed. For the operation of the project ward will be the most important unit. The bidder will divide the ward into blocks of equal household of not less than 1000 households.
- 5) Removal of waste from the Project Area prior and/or after, in an emergency situation of the Akola Municipal Corporation such as any public meeting, Government functions and any other occasion festivals etc., or during the night timings on instructions from Akola Municipal Corporation within 2 (two) hours on receipt of instructions.
- 6) Collection of street waste swept and deposited at collection points by Sweeping Labour to the secondary point in that zone and Finally Transportation to the Disposal site.
- 7) Provide separate transportation of waste generated from horticulture, parks and garden waste and tree cutting and the green waste generated separately
- 8) Provide separate transportation of waste generated from vegetable/ fruit markets and fish markets/chicken shops/ slaughterhouses and provide such separate fleet after weekly markets in various area, playgrounds and other Religious Places and picking of carcass as and when required by Akola Municipal Corporation from time to time for other generators.
- 9) Contractor will also collect the heap of MSW made by street sweeper on the roadside after sweeping the road.
- 10) No Waste shall be burnt, if found duly fined as per NGT order.
- 11) All vehicles should be four compartalised, closed & properly covered.
- 12) Providing other facilities stated in the agreement including insurance, washing service and facilities for drivers like gloves, uniforms and other safety equipment.
- 13) Bear all cost of fuel, vehicle maintenance including breakdowns, deploying manpower (Drivers and Helpers of Collection all Vehicles used for D2D collection to processing unit) required for operating and managing the Project. Charging station and parking Space will be provided by AMC for which the location will be communicated in future. Arrangement of necessary infrastructure/ spare parts etc. and manpower for the purpose of regular maintenance of the vehicles, machinery & equipment etc. to be carried out by the operator. Tampering, maintenance and electricity bill of charging point shall be beared by contractor.

- 14) The registration, renewing fitness certificate shall be under the scope of contractor itself.
- 15) If AMC procured any vehicles approximately in three months. Contractor will have to bear all cost of fuel, maintenance and labour salary. However regular maintenance along with operational expenses like fuel, cleaning, salary of drivers etc. will have to bear by successful bidder. During entire contract period contractor has to maintain machinery in good condition. If bidder wants to deploy more machinery at his own cost, he has liberty to deploy at his own cost.

The details of required vehicles and manpower as below -

Sr. No.	Particulars	Vehicles (Nos)	Total No. of Labours (Nos)	Total No. of Drivers (Nos)
1	Auto Tipper (Electric) (Tata Ace or Equivalent) with Insurance, Maintenance, Charging,	212	212	212
2	Three Wheeler Vehicle with Insurance, Maintenance, fuel,	20	20	20
3	Tractor with Trolley with Insurance, Maintenance, fuel,	20	40	20
4	Refuse Compactor (8 cum) with Insurance, Maintenance, fuel,	12	24	12
5	Backhoe loader (JCB 3DX or equivalent)	4	-	4
6	Truck Tipper (Tata 407 or equivalent) with Insurance, Maintenance, fuel,	2	4	2
	Total	270	280	270

- 16) AMC currently has own vehicles in operation and **remaining vehicles as mentioned in the above table (E-vehicle/CNG for Ghandagadi)** are to be procured by Contractor on its own within three months. AMC currently has 08 Refuse Compactor in operation and remaining 04 Compactor will be procured by AMC approximately in three months. The contractor shall use AMC owned vehicles those are in good conditions as per RTO guidelines. All tractors used for collection and transportation of drain cleaning waste every prabhag a s a v a i l a b l e a n d provided by AMC. The contractor shall provide the GPS device on (installed in every vehicle including AMC owned vehicle) and vehicle monitoring system (application). **The AMC has installed the GPS system to existing his owned vehicle, the successful contractor shall use identical make/technology of GPS system to his deployed vehicle to monitor the total vehicle on single platform (If any change required, It should be with prior permission of Commissioner).** Contractor shall monitor the vehicles, generate report of the waste collected and access should be given to AMC, Sanitation and further contractor shall arrange vehicles in case of failure of vehicles, monitor the health of the vehicles and such similar activities.
- 17) The bidder shall employ a manager to monitor the operation of collection and transportation of solid waste. The manager shall be the single point of contact to the AMC.
- 18) The bidder shall also employ a dedicated HR and accountant to resolve the queries of the labour/driver which may arrive from time to time.
- 19) During operational period, if required, contractor can increase or decrease number of labours deployed for the collection and transportation work with prior permission of the AMC, commissioner.
- 20) The successful bidder will follow prevailing labour laws, the minimum wages act and other relevant laws/notification/regulation applicable in India.

- 21) Contractor will comply with any other direction given by Municipal Commissioner time-to-time.
- 22) The Successful bidder has to carry out their duty 24*7 of 365 days throughout the year during contract period without failure.
- 23) The Contractor's workers will work in proper dress/uniform with duly attested ID Card.
- 24) The contractor shall maintain logs and any electronic device attendance of all the staff and submit the same with invoice raised monthly.
- 25) The monthly report shall compile detailed records of every vehicle, related to the routine and periodic repairs undertaken from time to time. The details shall include the date, corresponding mileage reading, parts replaced or repaired, observations of routine repairs undertaken, major repairs undertaken and the reasons thereof.
- 26) It is expected that contractor will register, experienced NGOs, social organizations of rag pickers or make use of the services of rag pickers association for the purpose of segregation of MSW.
- 27) Contractor shall cooperate and assist AMC in its efforts for waste segregation and waste reduction. This includes but not restricted to engaging agency/NGOs for waste processing by bulk waste generator (BWG). In case, any such steps are taken by AMC, contractor shall not cause any nuisance or encumbrance or claim compensation of any kind for reduction in waste.
- 28) Contractor shall ensure that the Project meets stipulated pollution norms and guidelines and that MSW is handled and managed in compliance with the SWM Rule 2016 & 2026 or its subsequent amendments and the guidelines of the manual on solid waste management published by CPHEEO, and MoHUA.
- 29) All these activities shall be done in compliance with the Government of India's SWM Rule 2016 & 2026, relevant guidelines, acts, notification, orders, by-laws etc. and in accordance with performance standards and output specifications prescribed in the Contract Agreement.
- 30) The contractor can relocate vehicles and staff within the Akola Municipal Corporation as the work dictates.
- 31) The contractor shall recruit any staff as per govt. prevailing norms.
- 32) Those vehicles provided by AMC should be certified by RTO Office regularly and as per RTO's guidelines if there is any scrapping suggested, those vehicles must be replaced by e-vehicles by Contractor for collection and transportation on its own cost. The rent amount of that replaced vehicle should not be deducted from the bill afterwards. All penal actions, fines of RTO and traffic violation shall be borne by contractor itself.
- 33) AMC has its own permanent labours for street sweeping and Drain cleaning. There are 3 nos of Road Sweeping vehicles owned by AMC. Their monitoring and salary cost will be paid by AMC. Road swept and drain cleaning waste shall be lifted by this contractor by using the deployed vehicle.
- 34) Successful contractor shall provide washing services for vehicles and personal protecting facilities for labour like gloves, uniforms etc.
- 35) The successful contractor may use Refuse compactor for door to door collection.
- 36) Successful Bidder shall increase the number of vehicles as specified in Tender document as per requirement to accommodate increase in population. This increase in number of vehicle shall be implemented without any increase in Tipping fees except for annual incremental adjustment in tipping fees of 5% every year from contract agreement date.
- 37) In consultation with Commissioner, develop and implement public grievance redressal system for 24X7 during contract period. Every complaint should be resolved within 24 hr. & failed to be fined Rs.100/- per complaint or as per decided by commissioner.

- 38) Contractor's workers will not perform any private work during the working hours, will be fined for Rs. 10 % of daily wages per day per worker.
- 39) In case of workers strike contractor will be fined for Rs. One Lacks per day. If labour do not perform their duty continuously for 7 days, then Commissioner, AMC has right to seize the performance security deposit and right to terminate the agreement if required.
- 40) Contractor will also collect the heap of MSW made by street sweeper and drain cleaner on the road side.
- 41) Contractor's staff will scan minimum 90 % daily fixed QR Code assigned on each property/ Establishment, as per govt. guidelines.
- 42) Contractor will ensure that all labour equipped with appropriate mobile device or tools capable of scanning QR Codes, uploading photos and recording attendance.
- 43) All solid waste collection vehicles arranged by contractor shall be equipped with loud speaker.
- 44) After AMC issues work commencement order, Contractor should not stop or abandon the work for the next five years under any circumstances. If contractor stops or abandons the work .AMC will forfeit the bank guarantee and the security deposit submitted by the contractor.
- 45) Bidder shall lift the dead animals within 24 hours whenever reported.
- 46) The Bidder shall ensure that at any time all vehicles and labour should be present during working hours, if failed should be fined as per rules.
- 47) The Contractor should give priority to employed drivers currently working in AMC on waste collection vehicles.
- 48) The Bidder shall provide all safety equipment's and material for labours, shall take regular RTO fitness certificate of all vehicles with third party insurance.
- 49) The Bidder shall regularly arrange health check-up camps for all labours twice in a year.
- 50) GPRS system will be installed by contractor on all vehicles transferred to contractor and the additional vehicles procured by contractor to check their status and access to be given to AMC. **The AMC has installed the GPS system to existing his owned vehicle, the successful contractor shall use identical make/technology of GPS system to his deployed vehicle to monitor the total vehicle on single platform.** To monitor the work, Contractor must appoint dedicated employees in control room. Each vehicle must travel its designated route daily as specified by authority; failure will be fined by Rs. 500 per incidence or as per decided by commissioner.
- 51) Collection of door to door MSW must be begin every day 6:30 AM, before that all collection vehicles should leave the parking space at 6:00 AM.
- 52) Mandatory four stream segregation segregate waste into four distinct streams i) Wet waste ii) Dry waste iii) Sanitary Waste iv) Domestic Hazardous Waste, any additional cost for this conversion of old vehicles and new vehicles shall be bear by contractor itself.
- 53) Bidder shall strictly follow all **Swachh Bharat, Garbage Free City** and **MPCB** guidelines
- 54) The Akola Municipal Corporation has a SWM Project at Mouje Bhod for the scientific disposal of daily generated waste. A biogas plant has been established there to generate electricity from hotel, vegetable and biodegradable waste. It is mandatory to collect biodegradable waste separately for this biogas plant and to unload these vehicles at Compactors (for reserved trips). Accordingly, contractor must arrange separate dedicated vehicles as needed for the collection of hotel, vegetable, biodegradable, and leftover food from wedding halls.
- 55) Contractor shall submit certificate of satisfactory performance from the Zonal officers of the East, West, North and South zone every month.
- 56) There will be mobilization period of two month from the date of work order to allow contractor to streamline all services. During this period, AMC will not take any punitive action against the service provider for service related issue.
- 57) The bidder has compulsion to take existing vehicles on rent provided by AMC during contract period. The amount of vehicles rent shall be deducted from contractors bill on monthly basis.

- 58) The bidder should collect all MSW at designated 04 transfer station through Ghanta gadi and then transport it to Bhod MSW processing site by compactor vehicles only.
- 59) The contractor shall get one month relaxation for its first month bill, afterward 85% of bill payment of every month as certified by sanitation dept. will be paid and remaining 15% bill payment will be paid after submission of all work satisfaction certificates, mandatory govt. receipt and certificate like EPF, ESIC, insurance etc.
- 60) The contractor shall pay labour payment before 7th of the every month.
- 61) Within two month from the date of the work order , contractor must submit information on all employees appointed for daily waste collection to the Sanitation Department in the following format. Any changes to this list must be promptly communicated to the AMC.

Sr.No.	Name	Nature of Work	Work Area	Adhaar No.	Bank Account No.	Bank Name	Photo	Address	Mob.No

The Bidder shall ensure that operations as defined in Clause 1.4.2 are provided on all 365 days of a year, starting on or after the Agreement Date, over the remaining duration of the Agreement Period.

1.4.3. Execution of the project

- 1.4.3.1 Contractor has compulsion to take service of AMC provided ghanta gadi, tractors, compactors as available and if procured in future on rent basis. The fuel, maintenance and salary required shall bear by contractor. However, successful bidder will have liberty to purchase extra vehicles at his own and in any case, mobilization will not be given to the successful bidder for this purchase.
- 1.4.3.2 The Contractor shall within one month from the date of execution of the Contract Agreement submit work program including following details to the Commissioner in writing and obtain prior approval thereto of the Municipal Commissioner before starting the work.
- Drivers and vehicle deployment- ward wise, area-wise etc.
 - System of maintaining of logbooks of door-to-door collection within prescribed time
 - Ward wise waste collection schedule along with resource allocation including vehicles, manpower etc
 - Route map of all vehicles and timing of D2D collection ward wise.
- 1.4.3.3 The Municipal Commissioner shall review the details submitted by Contractor and communicate within 07 days its approval from the date of receipt of the same.
- 1.4.3.4 In event the Municipal Commissioner has any objection/ observations to the details submitted by the contractor, it shall be promptly and without any undue delay notify by the

Contractor of its objections, seek clarifications or suggest changes or modifications or corrections thereto. Thereupon, the Contractor shall provide necessary clarifications to the Commissioner and/ or resubmit the details as the case may be, after incorporating the changes, modifications or corrections suggested by the Municipal Commissioner.

- 1.4.3.5 The Contractor shall not be entitled to any extension of time for execution of work or any other relief on account of delay caused due to providing any clarifications or in resubmitting information requested by the department.
- 1.4.3.6 The Contractor shall not change any schedule of collection, transportation of waste approved by the Commissioner without prior written consent of the Commissioner.
- 1.4.3.7 Extension of contract up to 2 years will be granted only if following conditions are met by the contractor
 - a. Satisfactory Performance certificate is granted by AMC commissioner for five years based on key parameters such as client satisfaction, quality assurance, complaints redressal, response to emergency situations etc.
 - b. Contractor has showed interest in continuing the contract by providing mutual consent in writing to AMC commissioner six months prior to contract end date.
- 1.4.3.8 AMC commissioner shall have power to increase the vehicle fleet for collection and transportation (not more than 25% of existing fleet) due to operationalisation of the transfer station or any such reason. The fuel, maintenance, salary and other associated cost of additional vehicles will be borne by appointed contractor.
- 1.4.3.9 In case, any vehicle is not performing as per their respective performance standards, then by obtaining prior approval of commissioner, appointed contractor shall arrange new vehicles on its own cost except provided by AMC.

1.4.4. Vehicles & Equipment

The successful bidder shall design the door-to-door collection and transportation in line with project execution, implementation and operations plan under and in accordance with the provisions of an agreement (the "Contract Agreement"). Maintenance of all these will be made by Contractor on his own cost.

The Successful Bidder shall inter alia deploy manpower and operate and manage the 'Door to Door collection and transportation of MSW up to disposal Site in Akola Municipal Corporation and bear all cost of operation and maintenance of the vehicle, equipment's and bins during the Agreement Period. The Bidder will also provide a uniform and safety equipment as specified by relevant law to its all-deployed manpower according to the direction of the Municipal Commissioner.

The contractor responsible to submit a quarterly report to the vehicle department and to the solid waste department. The report shall encompass the routine and periodic repairs and maintenances undertaken that quarter and previous quarters, the date, corresponding mileage reading, parts replaced or repaired, observations of routine repairs undertaken, major repairs undertaken, and the reasons thereof condition of the vehicles, inventory of spare parts/upgradation if any.

The report submitted to the SWD shall contain vehicle related work carried as mentioned as well as collection, segregation and transportation of the Waste from individual households to the designated treatment facility or the designated disposal facility.

1.4.5. Contract Agreement

Akola Municipal Corporation shall enter into a Contract Agreement (the "Contract Agreement") with the Successful Bidder, The Contract period shall be 5 years (Can be Extend for 2 years if performance is found satisfactory) from the earlier of the scheduled date and the actual date of completion of the Project facilities at the new site.

1.5. Project Financing

The cost would be recovered from tipping fee per ton quoted by Contractor. The Tipping Fee shall be paid to the Contractor as per the terms and conditions specified in the Contract Agreement

1.5.1. Payment Terms to Successful Bidder:

The Municipal Commissioner will pay to successful bidder as details given below:

The Municipal Commissioner will pay the tipping fee to successful bidder based on minimum quoted rate for tipping fee. No other payment will be made to the contractor.

Contractor will produce his Monthly bills, electronic and attendance log to Akola Municipal Corporation in first week of each month of the preceding month along with the receipt of payment made to the staff including but not limited to PF, EPF, DA, TA and the Municipal Commissioner will make the payment in the same month to the successful bidder.

The contractor is obligated to remunerate wages, salary, bonuses, and other compensatory benefits to the employees on or prior to the 7th day of each month. In the event of a delay in payment from the AMC, the contractor shall not retain or withhold the aforementioned wages, salary, bonus, etc. If the contractor fails to fulfill their obligation of paying the aforementioned wages, salary, bonus, etc. by the 10th day, the contractor shall be subject to penalties as stipulated in **APPENDIX XII**

1.6. Brief description of bidding Process:

1.6.1. Akola Municipal Corporation shall be entitled to disqualify a Bidder in accordance with the aforesaid conditions at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Annex II of **APPENDIX I**.

1.6.2. Akola Municipal Corporation invites bidders (the "Bidders") through an online bidding process (the "Bidding Process") to submit a Bid for the Project in accordance with the RFP. A Bidder or Bidding Company means a single entity registered as a public, private company submitting a Bid pursuant to the RFP.

1.6.3. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders of the Project and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Contract Agreement or right to amend, alter, change, supplement or clarify the scope of work of the Contractor.

1.6.4. The Bidding Documents include this RFP, the and any other document issued by Akola Municipal Corporation in relation to this Project, as may be modified and clarified from time to time by Akola Municipal Corporation. The Bidding Process is two stage process.

1.6.5. ISSUE OF BLANK TENDER FORM

The Blank Tender forms will be available for download to the eligible bidders as per

Schedule noted below on the website <https://mahatenders.gov.in>.

1.6.6. Bidding process Schedule/ Key date

Stage	Date	Time
Publish Date	08/06/2026	03:00 PM
Document Download Start Date	08/06/2026	03:00 PM
Document Download End Date	29/06/2026	03:00 PM
Pre bid Meeting	16/06/2026	11:00 AM
Bid Submission Start Date	08/06/2026	03:00 PM
Bid Submission End Date	30/06/2026	03:00 PM
Bid Opening Date	01/07/2026	4:00 PM

The tender will be opened in the office of the Akola Municipal Corporation, Akola.

1.6.7. COST OF BLANK TENDER FORM

- a) Payments for blank Bidding Document forms shall be made online. Blank tender form will not be sent by post.
- b) The cost of tender documents will not be refunded under any circumstances.
- c) The tender copy is not transferable.

1.6.8. E-tendering Instruction to Bidders

1. It is mandatory for all the Applicants to have Class-II digital signature certificate (with both Signing and Encryption certificate) (in the name of person who will sign the Application) from any of the licensed certifying agency ("CA") [Applicants can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of AMC. The authorized signatory holding Power of Attorney shall only be the Digital signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
2. The bidder has to pay cost of RFP (Non-refundable) to AMC through E payment gateway from <https://mahatenders.gov.in>
3. To participate in the submission of the Application against the RFP, it is mandatory for the Applicants to get registered their firm with e- tendering portal <https://mahatenders.gov.in>. If applicant has already registered with <https://mahatenders.gov.in> and validity of registration has not expired, such bidder does not require fresh registration. There will be no need of physical submission of Demand Draft for the same.
4. Applications can be submitted only during the validity of registration with the <https://mahatenders.gov.in>. The Intending bidder shall prepare the Bids in the Templates provided online as per the instruction for e-tendering on <https://mahatenders.gov.in> of tender. The templates shall be either Documents based (in which the Intending Contractor is required to attach the relevant documents separately) or Forms Based (in which the Intending Contractor is required to fill in the information in given Formats).

5. The amendments/clarifications to the RFP, if any, will be posted on the <https://mahatenders.gov.in> website.

2. INSTRUCTIONS TO BIDDERS

(A) GENERAL

2.1. General terms of bidding

- 2.1.1** No Bidder shall submit more than one Bid for the Project. A Bidder shall not be entitled to submit another Bid.
- 2.1.2** The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Bidding Documents shall be binding on Akola Municipal Corporation nor confer any right to the Bidders, and Akola Municipal Corporation shall have no liability whatsoever in relation to or arising out of any or all contents of the Bidding Documents.
- 2.1.3** Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract 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 Contract Agreement.
- 2.1.4** The Bid should be furnished in the formats specified in the RFP and signed by the Bidder's authorized signatory. The Successful Bidder may be subsequent invited for signing the Contract Agreement. The Bidders should note that the formats specified in the RFP have been provided for the convenience of the Bidders and may not exhaustively enumerate or describe various information required to be provided by the Bidders under the Bidding Documents. The Bidders should ensure that all the information required to be provided by them under the Bidding Documents is included in their Bid whether or not a particular format specified herein makes provision for submission of such information and/or whether or not a format for submission of such information is incorporated in the Bidding Documents.
- 2.1.5** The Bidder has to pay EMD/Bid Security online through e-tendering process in favour of **The Municipal Commissioner, Akola Municipal Corporation, Akola** in accordance with the provisions of this RFP.
- A.** Earnest Money in any other form or cash or cheque will not be accepted.
 - B.** Copy of receipt of EMD should be uploaded online in Envelop No.1
 - C.** Any bid not accompanied by the EMD required to have been paid shall be rejected as non-responsive bid.
 - D.** The amount of EMD will be forfeited in case a successful Bidder does not pay the amount of initial security deposit within the time specified as stipulated by the Municipal Commissioner and complete the Signing of Contract Agreement. In all other cases, EMD will be refundable.
 - E.** EMD of the unsuccessful Contractors will be refunded without any interest upon the Contractor signing the Contract Agreement or on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.
 - F.** Municipal Commissioner shall be entitled to forfeit and appropriate the EMD, without prejudice to any other right or remedy that may be available to AMC under the RFP, under the following conditions:
 - (a)** 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:

- (b) If a Bidder modifies or substitutes (without the prior written approval of Commissioner or withdraws its Bid during the period of Bid validity as specified in this RFP;
 - (c) In the case of a Successful Bidder, if within the specified time limit:
 - (i) it fails or refuses to sign the Contract Agreement; or
 - (ii) The Project Company or contractor fails to provide the Performance Security in accordance with the Bidding Documents.
- 2.1.6** The Bidder should submit a power of attorney as per the format at **APPENDIX VII**, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.7** Any condition or qualification or any other stipulation contained in the Bid which is inconsistent with the terms of the Bidding Documents may render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8** The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. 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.
- 2.1.9** The Bidding Documents, including this RFP and all attached or other documents are and shall remain the property of Akola Municipal Corporation and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance with the Bidding Documents. 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.
- 2.1.10** 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. In the event of disqualification, Akola Municipal Corporation shall be entitled to forfeit and appropriate the Performance Security and/or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to Akola Municipal Corporation under the Bidding Documents or otherwise. Determining the Conflict of Interest shall be the prerogative of Akola Municipal Corporation.
- 2.1.11** This RFP is not transferable and can only be used by the bidder who has purchased and EMD paid.
- 2.1.12** Any award of concession pursuant to this RFP shall be subject to the terms of the Bidding Documents.
- 2.2. Change in ownership**
- If the Successful Bidder is Bidding Company, the Bidding Company shall hold 100% of the subscribed and paid-up equity of the Project Company for entire contract period
- 2.3. Number of Bids and costs thereof**
- 2.3.1.** The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. Akola Municipal Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the

Bidding Process.

2.4. No Consortium, Joint Venture, Sub-Tendering and Pitty Contractor will be allowed

2.5. Site visit and verification of information

2.5.1. Bidder are encouraged to submit their respective bids after visiting the Project site and Project Area and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for collection, transportation, 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 a Bid, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of Akola Municipal Corporation relating to any of the matters referred to in Clause 2.5.1 above;
- (c) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 above necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (d) 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 above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits, or a ground for termination of the Contract Agreement by the Contractor; and
- (e) Acknowledged that it does not have a Conflict of Interest.

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

2.5.4. If any omission, mistake, or error as mentioned in 2.5.3 incurs decision of the Commissioner of Akola Municipal Corporation shall be final.

2.6. Acknowledgement by Bidder

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

- a) made a complete and careful examination of the RFP including any corrigendum or addenda issued by Akola Municipal Corporation
- b) received all relevant information requested from Akola Municipal Corporation
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Akola Municipal Corporation relating to any of the matters referred to in Clause 2.2 above; and
- d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2. Akola Municipal Corporation 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 Akola Municipal Corporation.

- 2.6.3.** If any omission, mistake, or error as mentioned in 2.6.2 incurs the decision of the Commissioner of Akola Municipal Corporation shall be final.

2.7. Verification and Disqualification (Right to accept or reject any or all Bids)

- 2.7.1.** Municipal Commissioner 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 Municipal Commissioner shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Akola Municipal Corporation thereunder.
- 2.7.2.** Notwithstanding anything contained in this RFP, Municipal Commissioner 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 there for. In the event that Municipal Commissioner rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.7.3.** Municipal Commissioner 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 Municipal Commissioner the supplemental information sought by Municipal Commissioner for evaluation of the Bid.

(B) DOCUMENTS

2.8. Contents of the RFP

- 2.8.1.** The RFP include this RFP, the draft Contract Agreement, the (I) and any other document or addendum issued by Akola Municipal Corporation in relation to this Project, as may be modified and clarified from time to time by Akola Municipal Corporation in accordance with Clause 2.9.

2.9. Clarifications

- 2.9.1.** Bidders requiring any clarification on the RFP may notify Municipal Commissioner by e-mail “amc.akola@maharashtra.gov.in” and “amcakola@yahoo.co.in”. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.6.6. Municipal Commissioner shall endeavour to respond to the queries within the period specified therein, Bidding Process contained in 1.6.6. The responses will be sent by e-mail only.
- 2.9.2.** Municipal Commissioner shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, Municipal Commissioner 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 Municipal Commissioner to respond to any question or to provide any clarification.
- 2.9.3.** Municipal Commissioner may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Municipal Commissioner shall be deemed to be part of the RFP. Verbal clarifications and information given by Municipal Commissioner and employees, or representatives of Akola Municipal Corporation shall not in any way or manner be binding on Akola Municipal Corporation.

2.10. Amendment of RFP

- 2.10.1.** At any time prior to the deadline for submission of Bid, Municipal Commissioner, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP by the issuance of Addenda.
- 2.10.2.** Any Addendum thus issued will be uploaded on website and sent to the bidder through email only and shall be a part of this tender.
- 2.10.3.** In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Akola Municipal Corporation may, in its sole discretion, extend the Bid Due Date.

(C) PREPARATION AND SUBMISSION OF BIDS

2.11. Format and signing of Bid

- 2.11.1.** The Bidder shall provide all the information sought under this RFP. Municipal Commissioner 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.

2.12. Submission of Bids

The Bidder shall prepare **1 (one)** set of Technical Proposal (Envelope 1 contains - EMD and duly notarized copies of documents required to be submitted along therewith pursuant to this RFP).

2.12.1. Envelope No I (Technical Bid)

Technical bid should be complete in all respects and contain all information asked for in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted, and that the bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfil all the conditions of the Contract.

The following documents which will be submitted in technical bid (in Envelope no.1) should be scanned, duly signed and attested:

- i) Copy of receipt/ transaction No. of EMD paid by Bidder through payment gateway of online process
- ii) Letter for The Bid Submission in the format attached aane APPENDIX I
- iii) Details of Bidder in the format attached at **APPENDIX –II**
- iv) Copy of incorporating documents ex. Memorandum and articles of association, if the bidder is a body corporate and if a partnership, then a copy of its partnership deed. If the bidder is company/partnership firm then the power of attorney for the authorized person must be attached.
- v) Anti-blacklist in the format attached at **Appendix XIV**
- vi) Technical Capacity of The Bidder in the format attached at **APPENDIX-III**(List of Eligible projects, Project Information sheet, technical personnel available with the tenderer, List of equipment available with bidder and to be procured)
- vii) Financial Capacity of The Bidder in the format attached at **APPENDIX IV**
- viii) Legal Capacity in the format attached at **APPENDIX V**
- ix) Power of Attorney for signing of bid and to attend pre-bid and other meetings with Akola Municipal Corporation in the format attached at **APPENDIX VII**
- x) *Anti-Collusion Certificate* in the format attached at **APPENDIX VIII**
- xi) Approach and Methodology as mentioned in **APPENDIX IX**

- xii)** Bidder shall have atleast 3 years income tax return copy with duly audited balance sheet and profit and loss account for the preceding three years; (i.e.2023-2024, 2024-25 and year 2025-2026) (for the financial year 2025-26 Provisional balance sheet will be considered)
- xiii)** Bidder or its Partner shall not have incurred any losses in the last 3 financial years with duly submitted certified balance sheet for last 3 financial years.
- xiv)** Proof of wages paid to workers minimum 400 employees in compliance with Maharashtra Government wages act for their ongoing projects, it is necessary to submit details of Bank statement of worker wages being paid as per minimum wages act for last one year bank statement.
- xv)** The bidder shall submit the challan paid for EPF,ESIC for the 400 employee in last two years (2024-25, 2025-26).
- xvi)** The Bidder shall submit valid Professional tax registration certificate with last 2 years [2024-25 and 2025-26] paid challan for 400 employees.
- xvii)** The bidder shall have Cash credit limit of minimum 7 crores of any scheduled Bank/Nationalize bank.
- xviii)** The firm shall submit valid labour welfare registration certificate with last 2 years [2024-25 and 2025-26] paid challan for 400 employees.
- xix)** The Bidder shall submit valid Bank Solvency Certificate for amount of 30 crores issued by Nationalize Bank.
- xx)** The Bidder shall certify on Rs. 500 stamp paper that they have not blacklisted/debarred/terminated in any Municipal Corporation/Council/Local Body/PSU or any other organization anywhere in India.
- xxi)** The minutes of Pre-Bid meeting duly signed by Contractor if issued by AMC.
- xxii)** Duly signed all alterations, omissions and additions or any other amendments made to the bid.
- xxiii)** The shall submit duly self-attested bid copy document hard copy in seal pack envelop for D2D addressing AMC in 24 hours after bid due date.
- xxiv)** All documents submitted by Bidder should be self-attested.

xxv) The firm should have to produce the document of GST registration

xxvi) The firm should have to produce the document of PAN No.

xxvii) The bidder should submit the Registration Certificates of E.P.F Act 1952 and E.S.I.C Act 1948, Maharashtra Labour welfare Fund Act 1953.

xxviii) The bidder shall have labour license registered under Contract Labour act 1970 for 400 employees of Maharashtra state govt. applicable in India.

2.12.2. Envelope No 2 (Financial Bid)

“Financial Bid” The Financial Proposal shall consist of rate quoted by the bidder in the predefined format (**APPENDIX-X**) herein referred to as **“Tipping Fee”**.

2.13. Bid Due Date

2.13.1. Bids should be submitted as per the process given in chapter 2, “INSTRUCTIONS TO BIDDERS” in the manner and form as detailed in this RFP.

2.13.2. Municipal Commissioner may, in its sole discretion, extend the deadline for submission of tender by issuing an addendum in which case, all rights and obligations of the Commissioner and Contractors previously subjected to the original dead-line shall therefore be subjected to new deadline as extended uniformly for all Bidders.

2.14. Receipt of Tender after Deadline

The Contractor will have to carry out their respective tasks within the deadline defined in the Tender Schedule. Akola Municipal Corporation will not be responsible for non-Enrolment and non-Empanelment on ETMS, non-submitting / uploading tender online due to failure of internet services, or power supply or any other unforeseen or foreseen reasons/causes what-so-ever. No claims on any of the above or any other factors in the regards will not be entertained.

2.15. Modifications/ substitution/ withdrawal of Bids

2.15.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by Akola Municipal Corporation prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.15.2. The modification, substitution or withdrawal notice shall be prepared and delivered in accordance with Clause 2.11 with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.15.3. 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 Akola Municipal Corporation shall be disregarded.

2.16. Validity of Bids

The Bids shall be valid for a period of not less than 120 days from the Bid Submission Deadline. The validity of Bids may be extended by mutual consent of the respective Bidders and Municipal Commissioner.

2.17. Proprietary data

All documents and other information supplied by Akola Municipal Corporation or submitted by a Bidder to Akola Municipal Corporation shall remain or become the property of Akola

Municipal Corporation 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. Akola Municipal Corporation will not return any Bid or any information provided alongtherewith.

2.18. Correspondence with the Bidder

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

(D) Earnest Money Deposit (Bid Security)

2.19. Earnest Money Deposit (EMD):-

2.19.1. Earnest Money Deposit (EMD) which should be paid 1.00 Cr. (Rupees One Crore) online through e-tendering process in favour of **The Municipal Commissioner, Akola Municipal Corporation, Akola.**

2.19.2. Earnest Money in any other form or cash or cheque will not be accepted.

2.19.3. Copy of receipt of EMD should be uploaded online in Envelop No. 1

2.19.4. Any bid not accompanied by the EMD required to have been paid shall be rejected as non-responsive.

2.19.5. The amount of EMD will be forfeited in case a successful Bidder does not pay the amount of initial security deposit within the time specified as stipulated by the Municipal Commissioner and complete the Signing of Contract Agreement. In all other cases, EMD will be refundable.

2.19.6. EMD of the unsuccessful Contractors will be refunded without any interest upon the Contractor signing the Contract Agreement or on their application only after an intimation of rejection of their tender is sent to them or on the expiry of the validity period whichever is earlier.

2.19.7. Municipal Commissioner shall be entitled to forfeit and appropriate the EMD, without prejudice to any other right or remedy that may be available to AMC under the RFP, under the following conditions:

- (a)** 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;
- (b)** If a Bidder modifies or substitutes (without the prior written approval of AMC or withdraws its Bid during the period of Bid validity as specified in this RFP;
- (c)** In the case of a Successful Bidder, if within the specified time limit:
 - (i)** it fails to incorporate a Project Company, or such Project Company fails or refuses to sign the Contract Agreement; or
 - (ii)** the Successful bidder fails to provide the Performance Security in accordance with the Bidding Documents.

2.19.8. The Tenderer shall not withdraw/revoke his Tender or vary its terms and conditions without the consent of the Municipal Commissioner, during the validity period of Tender. If the tenderer withdraw/revoke the Tender or varies its terms or condition contrary to its promise to abide by this condition, the Earnest Money deposited by it shall stand forfeited, without prejudice to its other rights and remedies, and such a tenderer will be prevented from submission of any tender of Akola Municipal Corporation for at least coming three years.

2.19.9. As an unethical practice it will be communicated to the Government of Maharashtra and will be recommended for blacklist throughout the State.

(E) PERFORMANCE SECURITY (Security Deposit)

2.20. Performance Security

The Total Security Deposit to be paid shall be of 5% (Five Percent) in accordance with the provisions of this RFP ("Performance Security"). The EMD of successful Bidder will released when 2% security deposit submitted to AMC and uploading work order. Bidder shall pay these additional 2% as security deposit, either in the form of demand draft or bank guarantee (of Nationalized Bank, acceptable to Akola Municipal Corporation as per the format at **Appendix VI**)

In addition, AMC shall retain 3% security deposit of total running bill every month and shall be paid back to the successful bidder at the end of every year from date of agreement as satisfactory performance with opinion of commissioner (as the case may be).

- 2.20.1.** In the event of the Contractor enable to pay the security deposit within 15 days (unless extended in writing by the Municipal Commissioner) from the date of receipt of notice (sent by Mail/Registered Post) of acceptance of his tender, the amount of EMD shall be forfeited to AMC and the acceptance of his tender, shall be considered withdrawn. Except that in the event of the notice of acceptance of the tender not being issued within 120 days of the date of opening of Envelope No. 2 (financial bid). The Contractor shall have the option (to be intimated in writing in good time before the expiry of 120 days period) of withdrawing his tender, in which case the earnest money should be refunded in full. All the tenders shall remain open for acceptance for 120 days from opening of envelope No.2 (financial bid) and thereafter until it is withdrawn by the Contractor by notice in writing subject to approval of AMC.

2.20.2. Deduction

Necessary deductions will be made by the AMC as per the statutory provision made by Government of Maharashtra as well as by Government of India on time to time.

2.20.3. Insurance

As per the Govt. Resolution No. FD /Insurance 1098/cess No. 28/98 dated 19/08/1998 and Director of Insurance Maharashtra, Mumbai letter dated 26/04/2005. bidder has to submit Govt. insurance policy before starting the work, failing to which an amount equivalent to (1%) one percent of the tipping fees of every year will be recovered from the first Running Account Bill of this work of that year.

3. ELIGIBILITY CRITERIA, OPENING AND EVALUATION OF BIDS

3.1. Eligibility Criteria

3.1.1. Technical Capacity

- 3.1.1.1** The contractor should have successfully completed at least one work of Door-to-door collection (Primary and Secondary) of MSW and transportation up to Disposal/Treatment/land filling site for at least 3 years period under any Municipal corporation/Urban Local body having capacity of collection of MSW of 200 TPD during last Five financial years.

OR

The contractor should have successfully completed at least two work of each Door to-door collection (Primary and Secondary) of MSW and transportation up to Disposal/Treatment/land filling site for at least 3 years period under any Municipal corporation/Urban Local body having capacity of collection of MSW of 150 TPD during last five financial years.

- 3.1.1.2** The Bidder shall have at least 250 nos of Hydraulic system vehicle being registered in the year 2024 to till date in the name of firm. Registration Certificate (R.C Book) of each vehicle must be provided as proof of ownership.
- 3.1.1.3** Bidder shall have an operational experience of minimum 08 refuse compactor in past two years available in the name of firm duly certified by competent govt authority not below the rank of deputy commissioner or chief officer.
- 3.1.1.4** The bidder shall have experience of handling minimum 1,00,000 household in door to door garbage collection and transportation in any single Urban Local Body (ULB).
- 3.1.1.5** The Bidder shall submit Overall Approach & Methodology for undertaking the Project, which shall include–
- a) Technical Approach and Methodology, including assumptions in development of the primary collection system, storage system and transport system.
 - b) Approach for addressing the issues of equipment replacements in view of wear and tear and augmenting the capacities in line with the rising waste loads.
 - c) Organization and Staffing,
 - d) Assessment of Risk and mitigation plan
 - e) Approach towards community awareness and participation; capacity building among the workers, etc.

The bidders are required to submit the scanned copy of proof of experience in the form of notarized copy of work orders from clients/ contracts, client certificate or completion certificates for the above. The Proof furnished by the Bidder should clearly state the scope of work undertaken by the Bidder and the associated details including the project cost, year of commencement, quantum of work undertaken and duration of work. The Bidder must provide the information as per the format at **APPENDIX I – APPENDIX II**. The municipal commissioner modifies any of the terms mentioned in the interest of Akola Municipal Corporation.

The Tenderers should submit details about the previous experience of Door-to-door collection of wet & dry garbage on daily basis from the waste generators in close compactors and daily transportation same to the waste processing plant

If the various documents contained in this envelope do not meet the requirements of the Akola Municipal Corporation, as stated above a note will be recorded accordingly by the tender opening authority and the Envelope No. II (financial bid) of such tenderers will not be considered for further action and the same will be rejected.

Bidder is required to submit scanned copy of proof of experience of nature of work in the form of notarised copy of work orders completion certificate. The proof furnished by the Bidder should clearly states the scope of work, project cost, year of commencement, quantum of work undertaken and duration of work.

The Bidder should produce minimum experience certificate of government, semi-government towards the proof of experience duly signed by officer not below rank of Deputy Commissioner in Corporation or Chief Officer of Municipal Council.

Only those Tenderers who fulfill the technical eligibility criteria as mentioned in tender terms and Conditions (Envelope No.1) of the Tender notice are eligible to open financial bid (Envelop No.2)

Note:- All these documents shall be duly Self attested.

3.1.2. Financial Capacity:

3.1.2.1. The Bidder shall have a minimum average annual turnover (the “**Financial Capacity**”) of **Rs.125 Crore** in last three financial years (2025-26,2024-25,2023-24). Attach a certificate from Chartered Accountant along with the tender document giving as proof of last three years.

3.1.2.2. The Bidder who wishes to participate should have an average minimum annual turnover of 125 crores for last three financial years for daily door to door collection and transportation of MSW on contract basis. Tenderers shall attach a copy of turnover certified by Chartered Accountant, Balance Sheet and profit and loss account for the last three financial years (2025-26,2024-25,2023-24) of operation duly certified by the Chartered Accountant.

3.1.2.3. The Bidder shall have minimum 40.00 crores net worth in last financial year with duly certified copy by CA.

3.1.2.4. e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

3.2. OPENING OF BIDS

3.2.1. Akola Municipal Corporation shall open the Bids at 15:00 hours IST on the Bid Due Date, at the place as mentioned in aforesaid in bidding schedule and in the presence of the Bidders who choose to attend.

3.2.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

3.2.3. The Bids received would be subject to a prima-facie check for responsiveness followed by a step- wise evaluation procedure as described below.

3.2.4. Responsiveness of Bid

As the first step, Envelop-1 (“EMD”) shall be opened for evaluation. Prior to detailed

evaluation, Akola Municipal Corporation 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 by the **Bid Due Date** including any extension thereof pursuant to Clause 2.10.3;
- (b) It is submitted through online tender process as mentioned in tender notice;
- (c) It contains a valid **EMD** receipt paid online in favour of "Municipal Commissioner AMC Akola,"
- (d) Submission of anti-blacklisting certificate, and all the Appendix mention in this tender.

3.2.5. TECHNICAL BID:

First of all, the Technical Bid will be opened. After Downloading all the documents of each bidder, the bid will be examining for technical evaluation. If the various documents contained in this do not meet the requirements of the tender notice, conditions given in tender, a note will be recorded accordingly by the tender opening authority and the said tender the "Financial bid" will not be opened. The details furnished in the technical bid will be evaluated and the tenderers whose tenders are found to be substantially responsive will be intimated about the date and time of opening of the financial bid.

3.2.6. FINANCIAL BID:

These documents will be downloaded, opened, only in respect of those tenderers for whom contents of Technical Bid are found to be acceptable. The date for opening of Financial Bid will be duly intimated to the tenderers whose tenders are found acceptable.

- 3.2.7.** Municipal Commissioner reserves the right to reject any Bid which is non- responsive. If necessary, Municipal Commissioner may ask the Bidders for clarifications. In this case, Municipal Commissioner will make a request for supplementary information or documentation from the Bidder, provided that this request may only be made to clarify information already provided by a Bidder or to request a document that should have been included. Whenever a supplementary request is made, the Bidder must respond to Municipal Commissioner within the time period set by Municipal Commissioner in its request. If the Bidder does not respond to a supplementary request within such time period or does not provide the information or documentation requested, Municipal Commissioner may consider the Bid non-responsive and reject it. Requests for clarifications shall be made in writing and responses to requests shall be made in writing, except where Municipal Commissioner expressly requests otherwise in the request for clarification.

3.2.8. Right Reserve

Right to reject any or all tenders without assigning any reason there of is reserved by The Municipal Commissioner, Akola Municipal Corporation and decision will be final and legally binding on all the tenderers.

Tender with stipulations for settlement of a dispute by reference to Arbitration will not be entertained.

3.3. EVALUATION OF BIDS

3.3.1. Evaluation of Technical Bid:

For the purpose of qualifying in Technical Bid, the Bidder shall have to demonstrate that it fulfills the technical qualification requirement stipulated under Clause 3.1.1 and the financial qualification requirement stipulated under Clause 3.1.2.

The Municipal Commissioner shall open the Technical Bids of those Bidders whose Bids were declared responsive in accordance with Clause 3.2 and the Evaluation will be done based on the information furnished by the bidders in the technical bid.

3.3.2. Evaluation of Financial Bid:

3.3.2.1. The AMC will open the financial bid of the bidders who are technically eligible through online tendering process at the time informed through mail.

3.3.2.2. The bidder will have to offer the rate of tipping fee per metric ton. It is being clearly mentioned here that this rate of tipping fee will be applicable to the **Municipal Solid Waste** which will be weighted at the approved Weighting Bridge by the successful bidder and subsequently has to be verified by the Nodal Officer of Akola Municipal Corporation. Every year there will be 5 % increase in the tipping fee.

3.3.2.3. After opening of the financial bid, the same shall be evaluated on the basis of the rate quoted by the bidder in the predefined format (APPENDIX-X) herein referred to as “ Lowest bidder“

3.3.2.4. Deleted

3.3.2.5. The bidder with lowest tipping fees will be considered as L1

3.3.2.6. The right to negotiate with L1 bidders whose offer has been found to be responsive and attractive to the Municipal Commissioner is reserved with Municipal Commissioner.

3.3.2.7. In the event that the Successful Bidder withdraws or is not selected for any reason in the first instance (the “first round”), Municipal Commissioner may invite the second lowest Bidder to revalidate or extend its respective EMD, as necessary, and match the Bid of the aforesaid Successful Bidder (the “second round”).

3.3.2.8. If the second lowest Bidder do not offer to match the Successful Bidder in the second round, Municipal Commissioner may, in its discretion, invite Bid (the “third round”) from the third lowest Bidder, or annul the Bidding Process, as the case maybe.

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

3.4.1. Subsequent to the selection of a Successful Bidder, a letter of award ("LoA" or "**Letter of Award**") shall be issued to the Successful Bidder by Municipal Commissioner and within 10 days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out there in and to execute the Contract Agreement.

3.4.2. Failure by the Successful Bidder to comply with the requirements mentioned shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Performance Security. In such an event Municipal Commissioner reserves the right to:

- (a) either invite the Bidder with the second lowest quote to match the Bid submitted by the Successful Bidder; or
- (b) call for fresh Bids from the remaining Bidders; or
- (c) take any such measure as may be deemed fit in the sole discretion of Akola Municipal Corporation including annulment of the Bidding Process.

3.4.3. The Project Company shall execute the Contract Agreement within 15 days from the date of issue of the LoA. On the date of signing of the Contract Agreement, the Contractor shall provide Akola Municipal Corporation with a Performance Security as defined in the Contract Agreement.

3.5. Contacts during Bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time Akola Municipal Corporation 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, Akola Municipal Corporation and/or their employees/representatives/advisers on matters related to the Bids under consideration.

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 Contract Agreement. Notwithstanding anything to the contrary contained herein, in the LoA or the Contract Agreement, Akola Municipal Corporation may reject a Bid, withdraw the LoA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, 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, Akola Municipal Corporation shall be entitled to forfeit and appropriate the Performance Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to Akola Municipal Corporation under the Bidding Documents and/or the Contract Agreement or otherwise.
- 4.2.** Without prejudice to the rights of Akola Municipal Corporation under Clause 4.1 hereinabove and the rights and remedies which Akola Municipal Corporation may have under the LoA or the Contract Agreement, or otherwise, if a Bidder or Contractor, as the case may be, is found by Akola Municipal Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by Akola Municipal Corporation during a period of 5 years from the date such Bidder or Contractor, as the case may be, is found by Akola Municipal Corporation 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 the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Akola Municipal Corporation who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of 05 year from the date such official resigns or retires from or otherwise ceases to be in the service of Akola Municipal Corporation shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
 - b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) **"Undesirable practice"** means establishing contact with any person connected with or employed or engaged by Bidder with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1.** A pre bid meeting open to all bidders who desire to bid for the Project will be held as mentioned in Bidding Schedule in conference room of the Municipal corporation, Akola wherein, the bidders will have an opportunity to obtain information/ clarifications regarding the project and the conditions in the Bid Documents. For bidder's representatives, it would be required to furnish a letter of authorization from the actual bidder at the pre-bid meeting as a proof of representation.
- 5.2.** The bidders are requested to forward their queries through official email of corporation i.e., amc.akola@maharashtra.gov.in and amcakola@yahoo.co.in process to the Commissioner, AMC, Akola, at least 1 days prior to the aforesaid pre-bid meeting date.
- 5.3.** The bidders will also be free to ask for any additional information or clarifications either in writing or orally during the pre-bid meeting and the reply will be given by the Commissioner, AMC. A maximum of 02 representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.4.** Based on the written queries sent by the bidders before the pre-bid meeting and raised during the pre-bid meeting, a Common Set of Deviations shall be uploaded on website mentioned above, which shall form part of the RFP Document (which will be common and applicable to all bidders irrespective of whether the bidder has attended the Pre-Bid Meeting or not) and bidder should submit the same with tender document.
- 5.5.** The offers submitted by the bidders shall be based on the Bid Documents and Common Set of deviation uploaded on website. Bidders are cautioned that the offers containing any deviation from the contractual terms and conditions of contract specifications and other requirements relating to the project(s) specified in the Bid documents shall be liable to be summarily rejected.
- 5.6.** The evaluation and acceptance of bids shall be made as mentioned hereinbefore.
- 5.7.** Failure to attend the pre-bid meeting will not be a cause for disqualification of a bidder.

6. PENALTY CLAUSE

- 6.1.** If the work of successful bidder is not found satisfactory then the Municipal Commissioner can deduct a maximum of 5 % (amount in %) of the bill value provided by the selected agency or as much as found justified.
- 6.2.** If the successful bidder fails to perform duties according to the agreement, a notice regarding the same for getting the explanation of the selected agency will be given by the Akola Municipal Corporation and at least 07 days' time will be given to the selected bidder to explain the reasons for the non-performance, failing which or if the reasons found unsatisfactory the Municipal Commissioner will have the right to terminate the agreement and to forfeit all the performance guarantee/security money.
- 6.3.** It is presumed that about 250-260 MT solid wastes will be generated in AMC area. All waste generated must be collected and transported to Processing/Disposal site daily and city should be cleaned based on zero garbage methodology.
- 6.4.** The Minimum quantity of this 245 MT will be reviewed yearly by Municipal Commissioner. To maintain the city garbage free and to lift at least 90% garbage per day, this minimum limit can be increased or decreased up to desirable limit by Municipal Commissioner. Municipal Commissioner's decision will be final in this regard.
- 6.5.** Any tampering to GPS system device will be penalized at Rs.2,000/- per device per attempt.
- 6.6.** Penalty for non-performance of particular event by the successful bidder will be as per APPENDIX XII during the contract period.
- 6.7.** If any worker left the site of work before completion of specified time, then it will be considered as half day and payment will be done accordingly as per Daily wages per day per worker from successful contractor
- 6.8.** All such spot fines so levied will be deducted from the monthly bill of the contractor and performance security when necessary.
- 6.9.** In case, any complaint is received against contractor, then sanitary inspector of AMC has to validate the complaint, if found true then, after validation of complaint it is responsibility of head of department (not below rank of Deputy Commissioner) to act on the complaint and take necessary actions. In this case HOD will be final authority and decision made by HOD is considered as final.

7. Arbitration

7.1. Dispute Resolution

- (a) Any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including incompleteness of the project as per this RFP and the Agreement and so notified in writing by either Party to the other (the "Dispute") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Sub-clause (b) below.
- (b) In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Municipal Commissioner of Akola Municipal Corporation and the Chairman of the Board or Directors of the Consulting firm, for the time being for amicable settlement. Upon such reference, the said two representatives shall meet not later than 7 (seven) days of the date of such request to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the said period or the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the said two representatives, either Party may refer the dispute to arbitration
- (c) Any dispute, difference or claim arising out of or in connection with this RFP which is not resolved amicably shall be decided by reference to arbitration by a Board of Arbitrators, appointed pursuant to clause mention below. Such arbitration shall be held in accordance with the Rules of Arbitration of the Indian Council of Arbitration and shall be subject to provisions of the Indian Arbitration and Conciliation Act, 1996 and any amendments thereto.
- (d) There shall be a Board of three arbitrators of whom each party shall select one and the third arbitrator shall be appointed in accordance with the Rules of Arbitration of the Indian Council of Arbitration.
- (e) The Arbitrator/Commissioner shall issue a reasoned award or decision and such award shall be final and binding on the Parties. The venue of arbitration shall be Akola, and the language of arbitration shall be English.

8. MISCELLANEOUS

- 8.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Akola shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 8.2. Municipal Commissioner in its sole discretion and without incurring any obligation or liability or assigning any reason, 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) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to Akola Municipal Corporation by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) 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.

8.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases Akola Municipal Corporation 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.

8.4. Any environmental and social impact assessment to be performed by the Bidders shall be done in accordance with both:

- (a)** applicable social and environment allows (meaning all applicable statutes, laws, ordinances, rules and regulations of India, including without limitation, all authorization setting standards concerning environmental, social, labour, health and safety or security risks);

8.5. The design of mitigation measures following the environmental and social impact assessment shall be carried out in compliance with applicable social and environment laws.

8.6. The Successful Bidder shall agree to operate the Project with a documented environmental, health and safety, and social management system.

8.7. STAMP DUTY

The contractor shall bear the revenue duty on the agreement and security deposit and/or Additional Security Deposit (payable as per tender condition), as per the Indian Stamp duty (1985) (latest revision) provision applicable during contract period.

8.8. NO INTEREST ON DUES

No interest shall be payable by the Akola Municipal Corporation on amounts, due to contractors pending final settlement of claim. Further, no interest shall be payable by Akola Municipal Corporation on any amount/payment.

8.9. EVENT OF DEFAULT AND TERMINATION

8.9.1. Event of Default

Event of Default means either Contractor's Event of Default or the Authority's Event of Default or both as the context may admit or require.

a) CONTRACTORS EVENT OF DEFAULT

Any of the following events shall constitute an event of default by the Contractor ("Contractor Event of Default")

- (i)** The Contractor has stopped door to door collection of organic / Inorganic MSW from the generators of MSW and failed to collect the Organic / Inorganic MSW as per the Management Plan, except where performance has been prevented by a Force Majeure Event;
- (ii)** Failure to follow any of the Govt. orders, rules, laws etc. which are in force today or in future.
- (iii)** The Contractor has failed to provide worker, safety equipment and equipment to carry out work and vehicles as stated in tender terms and condition.
- (iv)** The Contractor has failed to adhere to any other performance obligations under the Agreement; and the same has not been remedied for more than 30 days;

- (v) Penalty amounts as payable by the Contractor is equal to not greater than 5 % of the certified Bill amount
- (vi) Any representation made or warranty given by the Contractor under this Agreement is found to be false or misleading;
- (vii) A resolution for voluntary winding up has been passed by the Contractor;
- (viii) Any petition for winding up of the Contractor has been admitted and liquidator or provisional liquidator has been appointed or the Contractor has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Authority, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Contractor under this Agreement.
- (ix) The Contractor has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 90days.
- (x) The Contractor has repudiated or abandoned the said work;

b) AUTHORITY'S EVENT OF DEFAULT

Any of the following events shall constitute an event of default by the Authority ("Authority's Event of Default"), when not caused by a Contractor's Event of Default or Force Majeure Event:

- (i) The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (ii) Any representation made, or warranties given by the Authority under this Agreement has been found to be false or misleading.

8.9.2. TERMINATION DUE TO EVENT OF DEFAULT

(a) TERMINATION FOR CONTRACTORS EVENT OF DEFAULT

- (i) Without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of a Contractors Event of Default, Authority shall be entitled to terminate this Agreement in the manner as set out under.
- (ii) If the Authority decides to terminate this Agreement pursuant to preceding clause, it shall in the first instance issue Preliminary Notice to the Contractor. Within **30** days of receipt of the Preliminary Notice, the Contractor shall submit to Authority in sufficient detail, the manner in which it proposes to cure the underlying Event of Default. In case of non-submission of the Contractor's Proposal to rectify the default within the said period of **30** days, the Authority shall be entitled to terminate this Agreement by issuing Termination Notice, and to forfeit,
 - a. The Performance Security

- (iii) If the Contractor's Proposal to Rectify is submitted within the period stipulated thereof, the Contractor shall have further period of 60 days to remedy/ cure the underlying Event of Default. If, however the Contractor fails to remedy/cure the underlying Event of Default within such further period allowed, Authority shall be entitled to terminate this Agreement, by issue of Termination Notice. The termination notice will automatically come into effect after 90 days of receiving it and to forfeit,
 - a. The Performance Security

Municipal Commissioner, AMC will perform all the functions as said above in this clause, on behalf of the Authority.

(b) TERMINATION FOR AUTHORITY'S EVENT OF DEFAULT

- (i) Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement, upon the occurrence of Authority's Event of Default, the Contractor shall be entitled to terminate this Agreement by issuing Termination Notice.
- (ii) If the Contractor decides to terminate this Agreement pursuant to preceding clause it shall in the first instance issue Preliminary Notice to the Authority within 30 days of receipt of Preliminary Notice, the Authority shall forward to the Contractor its proposal to remedy/ cure the underlying Event of Default. In case of non-submission of the Authority Proposal to rectify within the period stipulated therefore, Contractor shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) If Authority's Proposal to Rectify is forwarded to the Contractor within the period stipulated thereof, Authority shall have further period of 30 days to remedy / cure the underlying Event of Default. If, however the Authority fails to remedy/cure the underlying Event of Default within such further period allowed, the Contractor shall be entitled to terminate this Agreement by issuing Termination Notice.

8.9.3. TERMINATION NOTICE

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding clause (a), it shall issue Termination Notice setting out;

- (i) In sufficient detail the underlying Force Majeure Event;
- (ii) The Termination Date which shall be a date occurring not earlier than 90 days from the date of Termination Notice;
- (iii) The estimated Termination Payment including the details of computation thereof and;
- (iv) Any other relevant information.
- (v) Upon Termination of this Agreement on account of Contractor's event of default, the Contractor would not be entitled to any compensation from the Authority and the performance security shall be forfeited.

Commissioner, AMC will perform all the functions as said above in this clause, on behalf of Authority.

APPENDIX I

Letter Comprising the Application for Qualification of Bid

(Refer 2.12.1.1ii))

Dated:

To,
The Municipal Commissioner,
Akola Municipal Corporation,
Akola

Sub: Application for Qualification of Bid for Selection of well experienced & qualified operator for Door-to-Door Collection and Transportation of MSW up to Disposal point in Akola Municipal Corporation

Dear Sir,

With reference to your RFP document dated, I/we, having examined the RFP document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

1. I/ We certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are notarized true copies of their respective originals.
2. This Bid is being submitted for the express purpose of qualifying as a Bidder for the aforesaid Project.
3. I/We shall make available to the Akola Municipal Corporation any additional information it may find necessary or require supplementing or authenticate the submissions.
4. I/We acknowledge the right of the Akola Municipal Corporation 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.
5. I/ We certify that we are not barred by the Government of Maharashtra, any other State Government in India or the Government of India, or any public agencies from participating in similar projects as on to date of Bid Submission.
6. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the AMC;
 - b) I/We do not have any Conflict of Interest;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public-sector enterprise or any government, Central or State; and

- d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the RFP document, 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.
7. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17 of the RFP document.
8. I/We believe that we satisfy the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are qualified to submit a Bid.
9. 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.
10. I/We further certify that no investigation by a regulatory authority is pending either against me/us/any Member or against our chief executive officer or any of my/our directors/managers/employees.
11. The Statement of legal Capacity as per format provided at **Annex-IV in Appendix-II** of the RFP document, and duly signed, is enclosed. The power of attorney for signing of application as per format provided at **Appendix III** respectively of the RFP, are also enclosed.
12. I/We understand that the selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Agreement.
13. I/We understand that the Successful Bidder shall be required to incorporate and capitalize a Project Company in accordance with the Bidding Documents prior to execution of the Concession Agreement
14. 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 provisions of this RFP; we shall intimate the Authority of the same immediately.
15. 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.
16. I/We have studied all the Bidding Documents carefully and also surveyed the Site. We understand that except to the extent as expressly set-forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
17. I/We offer an EMD of Rs. (Rupees _____ only) to Akola Municipal Corporation in accordance with the RFP Document.
18. I/We agree and understand that the Bid 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 Project is not awarded to me/us our Bid is not opened or rejected.
19. I/We shall keep this offer valid for 120 days from the Bid Due Date specified in the RFP or shall extended on instructions of AMC.

20. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
21. I/ We certify that in terms of the RFP, my/our Net worth is Rs (Rs. In words).
22. {We agree and undertake to be jointly and severally liable for all the obligations of the Bidder under the Agreement till occurrence of Financial Close in accordance with the Agreement.}
23. *All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant*

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

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Bidder/ Lead Member

Place, name and seal of the bidder

APPENDIX -II

Details of Bidder

(Refer 1.6.1, 2.12.1.1ii)

1. Name and incorporation
 - (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 Project:
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:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. A statement by the Bidder and each of its Members (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past.

APPENDIX III

TECHNICAL CAPACITY OF THE BIDDER

(Refer 2.12.1.1v)

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out similar services to the ones requested under this assignment.]

1) List of eligible projects

Project Category	Project Details
D. O&M: Waste Collection &Transportation Managing door-to-door-collection & secondary collection & transportation of municipal solid waste of minimum.....TPD capacity	<ul style="list-style-type: none"> • Title: • Location: • Waste quantity handled &transported: • Total service area covered: • Population for primary collection served: • Manpower managed for provision of service • Year of award: • Project description: • Contract duration: • Commercial operations date:

- (a) The above table should contain the summary details that need to be provided for the projects that the Bidder wishes to showcase as relevant experience over the last Five years.
- (b) For each project showcased in relation to Clause 3.1.1, the following details and supporting documentation should be closed:
- a detailed project information sheet (as per the format below);and
 - acertificatefromtheclientforeachoftheprojectsshowcased.Thecertificate should at least state the following:
 - scope of work, no. of wards, and contract type;
 - capacity in terms of TPD;
 - date of award and commercial operationsdate;
 - contract duration; and
 - current status of the project.

2) Format for the project information sheet

Selection of well experienced & qualified contractor for door-to-door collection and transportation of municipal solid waste in Akola Municipal Corporation

Item	Particulars of the Project
Name of the Bidder	
Category or Nature of Project	•
Project title	
Project location	
Name, address, and reference contact (name, designation and contact details) of the client for whom the project was developed	
Tonnage / day	
Area covered in the Project	
Population Covered in the Project	
Manpower deployed in the Project	
Date of commencement of the project	
Date of completion/ commissioning	
Role of the Bidder/ Member in the project	
Short description of the project	
Nature of the services provided	

Instructions:

- 1) Bidders are expected to provide information in respect of Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.1 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the instructions below.
- 2) For Bidding Company, the Project Codes would be a, b, c, d etc.
- 3) A separate sheet should be filled for each Eligible Project.
- 4) Member code shall indicate NA for Not Applicable in case the Bidder is Bidding Company.
- 5) Particulars such as name, address and contact details of owner/authority/agency (i.e. concession grantor, counter party, etc.) should be provided.
- 6) The equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which eligible experience is claimed, needs to be given (Refer Clause3.2).

Selection of well experienced & qualified contractor for door-to-door collection and transportation of municipal solid waste in Akola Municipal Corporation

- 7) Experience for any activity relating to an Eligible Project shall not be claimed twice in any manner whatsoever.
- 8) Certificate from the client or the Bidder's statutory auditor\$ must be furnished as per format below for each Eligible Project in addition to the certificate from the client. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidding Company/Member may provide the requisite certification.
- 9) Certificate from the statutory auditor regarding Eligible Projects shall be in the following format.

Certificate from the statutory auditor regarding Eligible Projects

(On company's letter head)

Based on its books of accounts and other published information authenticated by it, this is to certify that (name of the Bidding Company/Member) is/was an equity shareholder in (title of the project company) and holds/held Rs. cr. (Rupees..... crore) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from (date) to (date) ₹.

The project was commissioned on (date of commissioning of the project) and completed on (date of completion of the project).

We further certify that the total MSW handled is _MT per day, total area covered is _____sq.km, total population covered is approx._ and total manpower deployed in the Project is _.

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the Authorised Signatory)

Date:

- 1) Client work order/completion certificate may also be attached.
- 2) It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience.

\$ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

¥ In this case the project is owned by the Bidding company, this language may be suitably modified to read: "It is certified that"

(Name of the Bidder) developed and/ or owned the

(Name of the project) from

(Date) to (Date).

3) Format for the Available Machinery list

The list of owned machinery and plants immediately available with the tenderer for use on this work in the proforma of statement no. I given below

STATEMENT NO. I

Details of Machinery Immediately Owned and Available with the Bidder Newly Purchased and Registered After 1st January 2017 for This Work

Name of Tenderer:

Sr. No.	Name of Equipment	No. of Unit	Kind of Make	Capacity	Date of Registrati on	Age of the vehicle	Present condition	Remarks
1	2	3	4	5	6	7	8	9

NOTE:

- I) This is only a sample form. Details are to be furnished in this format in the form of type written duly signed statement which shall be uploaded in envelopeno.1.

Signature of Contractor

APPENDIX IV

Refer 2.12.1.1vi)

FINANCIAL CAPACITY OF THE BIDDER

[Certificate from Chartered Accountant]

S. No.	Financial Year	Annual Turnover (Rs. crores)	Net worth (Rs. crores)
1.			
2.			
3.			
<p>Certificate from the Chartered Accountant firm</p> <p>This is to certify that.....</p> <p>.....</p> <p>(Name of the Bidder) has a turnover shown above against the respective years on account of professional fees.</p> <p>Name of the audit firm:</p> <p>Seal of the audit firm</p> <p>Date:</p> <p>(Signature, name and designation of the authorised signatory)</p>			

Note: The audited Financial Statement for the corresponding year has to be attached.

- Applicant shall attach copies of the Audited Balance Sheet of last three years;
- Audited Income and Expenditure Statement of last three years and;
- Audit Report of last three years.

The financial statements shall:

- reflect the financial situation of the Applicant;
- be audited by a statutory auditor;
- 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).

Instructions:

- 1) The Bidder will attach copies of the balance sheets, financial statements and audited annual reports for 3 years preceding the Bid Due Date. The financial statements will:
 - a. reflect the financial situation of the Bidder;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited statements for partial periods will be requested or accepted, if no audited results are available for such partial periods).
- 2) **Net Cash Accruals** shall mean Profit after Tax + Depreciation.
- 3) **"Net Worth"** shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
- 4) Year 1 will be the latest completed financial year, preceding the bidding. Year 2_ shall be the year immediately preceding Year 3 and so on.
- 5) The applicant shall also provide the name and address of the Bankers to the Bidder.
- 6) The Bidder will provide an Auditor's Certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating turnover and Net Worth.
- 7) If the annual accounts for the latest financial year are not audited, the Bidder will provide the provisional annual accounts for the latest financial year. The provisional annual accounts will be accompanied by an undertaking by the Bidder to the effect that:
 - a) if it is chosen as the Selected Bidder, the Bidder will submit the audited annual accounts for the latest financial year thin 2 months of the signing of the Concession Agreement; and
 - b) such audited annual accounts shall not vary by more than 5% from the provisional accounts submitted by it with its Bid. In case, it does, the commissioner has right to revoke the concession agreement.

APPENDIX-V

Statement of Legal Capacity

Refer 2.12.1.1vii)

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,
The Municipal Commissioner,
Akola Municipal Corporation,
Akola.

Dear Sir,

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

We have agreed that (Insert individual's name) will act as our representative 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,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

APPENDIX VI

Refer 2.20

BANK GUARANTEE FOR BID SECURITY

Address of the guarantor bank: []

Address of the beneficiary: []

We, the undersigned [] (the "**Guarantor**"), in order to enable [] to bid for the work "Collection and transportation of solid waste in the city of Akola, State of Maharashtra, hereby irrevocably and independently guarantee to pay to you an amount up to a total of [] waiving all objections and defences.

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

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

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

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

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

Date

Guarantor

APPENDIX VII

Refer 2.1.6 and 2.12.1.1viii)

Power of Attorney for signing of Bid

Know all men by the represents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (name) son/ daughter/ wife of.....and presently residing at....., who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the **“Attorney”**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for qualification and submission of our bid for the **Door-to-Door Collection and Transportation of Municipal Solid Waste in Akola Municipal Corporation** (the **“Project”**) proposed or being developed by the Akola Municipal Corporation (the **“Authority”**) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications 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 Project and/ or upon award thereof to us and/or till the entering into of the Agreement.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things 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 20.....

For.....

Signature, name, designation, and address) Witnesses:

1.
(Notarized)

2.

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 executants (s) and when it*

is so required, the same should be under common seal affixed in accordance with the required procedure.

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

APPENDIX VIII

Anti-Collusion Certificate

Refer 2.12.1.1ix)

(To be submitted on Letterhead of bidder)

To,
The Municipal Commissioner,
Akola Municipal Corporation,
Akola.

Dear Sir,

We undertake that, in competing for (and, if the award is made to us, in executing) the Project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its subsequent amendments thereof.

We hereby certify and confirm that in the preparation and submission of our Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Thanking you,

Date this..... Day of

Name of the Bidder

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)

For and on behalf of.....[Single Entity Bidder]

APPENDIX IX

Refer 2.12.1.1x)

APPROACH AND METHODOLOGY

Technical approach, methodology and project plan are key components of the Technical Proposal. You are suggested to present in your technical proposal the followings:

Technical Approach and Methodology,
Project Plan
Organization and Staffing,
Assessment of Risk and Mitigation Plan
Funding / Financing plan

1. **Technical Approach and Methodology:** In this chapter the bidder should explain their understanding of the objectives of the project, approach to the services, methodology for carrying out the activities with reference to Appendix -V for obtaining the expected output and the degree of detail of such output. Bidder should explain the technical approach that would be adopted to address the various issues in solid waste collection and transportation. It shall include details of construction of Project facilities and support infrastructure, equipment and vehicles, timely replacements due to wear and tear etc.
2. **Project Plan:** In this chapter bidder should propose the main activities of the project, their content and duration, phasing and interrelations, milestones and completion dates of the key project deliverables. The proposed project plan should be consistent with the technical approach and methodology, showing understanding and ability to translate them into a feasible project plan. The project plan should be consistent with the project activity schedule attached.
3. **Organization and Staffing:** In this chapter bidder should propose the structure and composition of your project and operational team. Bidder should list the main disciplines of the project, CVs of the key expert responsible and proposed technical and support staff.
4. **Assessment of Risk and mitigation plan:** In this chapter y bidder should explain the various categories of risks you envisage in the project implementation and operation phase. Bidder should highlight the method to evaluate the overall chances of potential loss and the consequences. Bidder should propose a plan to control & monitor the risks and plan for contingencies to risks, which occur.
5. **Funding / Financing Plan:** In this chapter you should propose the various sources of funds and means of finances.

APPENDIX-X

Refer 2.12.2

FINANCIAL BID

(This is format for financial bid for reference only, no bidder shall include this information in any of the section of technical bid)

Sr. No.	Project Name	Tipping Fee Rate	
1.	Door-to-Door Collection and Transportation of MSW up to Disposal point in Akola Municipal corporation region per ton per day	In figures INR. /-per Metric Tonne	In words INR. only per Metric Tonne

Please note that the bidder will have to offer the rate of tipping fee per metric ton. It is being clearly mentioned here that this rate of tipping fee will be applicable to the Municipal Solid Waste. Every year there will be 5 % compounding increase in the tipping fee.

APPENDIX XI

FORMAT FOR CLARIFICATIONS / AMENDMENTS IN THE BIDDING DOCUMENTS

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

** Select and fill in either column*

This format shall be used in excel for submitting requests for clarifications/amendments on the Bidding Documents according to the provisions of Clause 2.8 of this RFP.

.....

Name:

Date:

Place:

APPENDIX XII

Refer 1.5.1 and 6.6

Penalty to the Bidder for Non-performance of Any Event

A) Collection and Transportation of MSW

Sr. no.	Parameters	Benchmark	Penalty
1	User Complaints (Door to Door Complaints)		
a	Collection of MSW from waste generator like residential, commercial etc. including bulk	Up to 10 complaints per week	No penalty
b		More than 10 and less than 50 complaints per week	Rs 200 for each such complaints,
c		More than 51 to 200 complaints per week	Rs 500 for each such complaints;
			Even after 45 days, if the Bidder fails to bring it to an acceptable level, it shall be treated as Event of Default.
c	Note: Penalty to be applicable post verification by Sanitary Inspector.	More than 200 complaints per week for a continuous period of 1 months	Rs 1000 for each such complaint multiplied by number of days. A cure period of 15 days will be given and in case no such action taken by the Bidder to improve its working, it will be treated as Event of Default
3	Collection of MSW from public meeting, Government functions and any other occasion festivals or Emergency situation etc.	90% Compliance of the above instance in a month.	No Penalty
	If the instruction is given between 6 am to 1 pm, within 6 (six) hours otherwise within 24 hours after the receipt of instruction from the Authority	80% to 90% Compliance of the above instance in a month.	Rs 500 for each such instance.
2	Complaints Redressal		
	Collection of MSW from waste generator like residential, commercial etc	> 99% complaint (received in a month) redressal within 8 hours	No penalty

Selection of well experienced & qualified contractor for door-to-door collection and transportation of municipal solid waste in Akola Municipal Corporation

Sr. no.	Parameters	Benchmark	Penalty
		>95% complaint (received in a month) redressal after stipulated time as mentioned in Clause no. 8.9 (above) but before 24 hours	Rs 500 per complaint
		80% - 95% complaint (received in a month) redressal within stipulated time as mentioned in Clause no.8.9 (above)	Rs 1,000 per complaint below 95% and up to 80%
		70% -90% complaint (received in a month) redressal after stipulated time as mentioned in Clause no. 8.9 (above) but before 24 hours	Rs 2,000 per complaint
		Following will be treated as Contractor Event of default:	Rs 5,000 per complaint below 90% and upto 70%.
		ü 70%- 90% Complaint redressal not within 24hours for continuous 2 months Less than 70% complaint redressal in any month;	Rs 10,000 per complaint for less than 70% redressal.
		ü Cure period of 30 days will be given to improve the percentage of redressal	Failure to improve the percentage within cure period may lead to Termination of the Concession Agreement by the Contractor
		Following will be treated as Contractor Event of default:	
		ü 70% - 90% Complaint redressal not within 24 hours for continuous 2 months	Rs 5,000 per complaint below 90% and upto 70%.
		ü Less than 70% complaint redressal in any month;	Rs 10,000 per complaint for less than 70% redressal.
		ü Cure period of 15 days will be given to improve the percentage of redressal	Failure to improve the percentage within cure period may lead to Termination of the Concession Agreement by the Contractor
3	Miscellaneous		
A		<ol style="list-style-type: none"> 1. Tampering with the GPS 2. Cleaning of the vehicles 3. Failing to provide vehicle replacement 4. Failing to collect waste within specified duration 	<ol style="list-style-type: none"> 1. Rs. 2,000 per device per incident. 2. Rs. 500 per vehicle per incident. 3. 1.5 times the rate of the renting charges 4. Rs. 500 per incident

APPENDIX XIV: ANTI BLACKLISTING CERTIFICATE

**AFFIDAVIT CERTIFYING THAT ENTITY/ PROMOTER(S)/ DIRECTOR(S)/ MEMBERS OF
THE ENTITY ARE NOT BLACKLISTED**

(To be executed on a Non-judicial Rs. 100 Stamp Paper as per the Stamp paper Act prevailing in the State of Maharashtra)

Affidavit

I, M/s..... (Bidder), (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 any State Government or any other entity of Government of India or blacklisted by any state government or central government / department / organization in India from participating in Project/s, individually as on the _____(Date of Signing of Application).

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 at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of....., 2026.

Name of the Applicant

Signature of the Authorized Person

Name of the Authorized Person