

Title page

**MUNICIPAL CORPORATION OF  
NAME OF CITY**

**TENDER DOCUMENT FOR  
COLLECTION & TRANSPORTATION OF MSW  
IN NAME OF CITY**

CONTRACT PACKAGE NO. ....

DATED

**TENDER NOTICE**

**NAME OF CITY MUNICIPAL CORPORATION**

**NAME OF CITY - (State )  
INDIA.**

**Tel. No. –**

**Fax No. :**

**Tender Notice**

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**MUNICIPAL CORPORATION NAME OF CITY**

**COLLECTION & TRANSPORTATION OF MSW  
IN NAME OF CITY**

**EXECUTIVE SUMMARY**

## EXECUTIVE SUMMARY

1. Description of work include the following:
  - (i) Door to door collection, of MSW from Houses, shops and establishments, and other institutions.
  - (ii) Lifting and transportation of garden waste and tree branches.
  - (iii) Lifting, transportation and unloading of waste to the earmarked disposal ground site/Land-fill site.
  - (iv) Maintenance of all bins and collection depots in absolutely spick and span condition.
  - (v) Supply, operation and maintenance of required infrastructure including vehicles / machineries (like auto tipper, refuse compactors etc.), workshop facilities, etc on Build , Own , Operate ,Maintain and Transfer of Machineries, equipment ,Vehicles and immovable infrastructure basis
  - (vi) Lifting of waste coming from street sweeping, drain cleaning from intermediate storage points /dalao /transfer points and its unloading at the earmarked site.
  - (vii) Organizing and conducting public awareness programmes periodically for segregation/ separate collection of waste at source.
  - (viii) Execution of work in full compliances with the MSW Rules 2000; directions and instructions of **NAME OF ULB**(and as per bid document).
2. The work areas included in the Tender Document as follows
  - a. The area under the jurisdiction of **MUNICIPAL CORPORATION NAME OF CITY** (Approx: .....sq.km)

All slum areas in the designated 'Work Areas' would be covered and entire range of services would be undertaken by the successful bidder.
3. The Tenure of the Contract would be minimum of 5 years extendable by another 2 yrs based on the performance of the successful bidders.
4. The detailed eligibility criteria is mentioned in the Tender Document. The price bids of only those bidders would be opened whose bids meet the laid down criteria.
5. A profile of **Name of City** City covering the important aspects, maps, data is provided in Tender Document. However the Tenderers are advised to check Data provided independently by making their own assessment.
6. The Evaluation Criteria has been elaborated in the Tender Document. The tenderers would be shortlisted based on the Technical eligibility of the bidders and the rates quoted ( to be

DRAFT MODEL TENDER DOCUMENT FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AS PER MSW RULES 2000.

calculated as per the weightage calculation shown in this tender document, and highest marks will be considered the lowest bidder) i.e. (L-1) would be chosen among the shortlisted bidders.

7. The price bid have to be submitted as per the Format provided . The Price bid have to be submitted in rupees per metric tonne basis for MSW Collection & Transportation to the designated site.
8. The slum areas included in the work area would also be covered for MSW collection & transportation. Special emphasis would be laid on the activities in the Slum Areas.
9. The successful bidder would have to ensure that the MSW is collected and transported in full compliance with the MSW management & Handling Rule 2000 and ensure that following activities are not allowed to be undertake by contractor:
  - a) burning of Garbage/MSW in any manner
  - b) Mixing of Bio-medical waste with the MSW
  - c) Mixing of other types of wastes such as Industrial Waste, Hazardous waste and Construction waste with the MSW.
10. Stringent punitive measures in form of penalties for non-compliance have been incorporated and are covered in the Tender Document.
11. All other Terms and Conditions have been detailed in the Tender Document.

**MUNICIPAL CORPORATION NAME OF CITY**

**COLLECTION & TRANSPORTATION OF MSW, IN NAME  
OF CITY**



**PART “A” – TECHNICAL OFFER**

**MUNICIPAL CORPORATION  
NAME OF CITY**

**TENDER DOCUMENT FOR  
COLLECTION & TRANSPORTATION OF MSW, IN NAME  
OF CITY**

**CONTRACT PACKAGE NO. NAME OF ULB/MSW/**

**DATED**

**SECTION – I**  
***INSTRUCTIONS TO BIDDERS (ITB)***  
**SECTION I. - INSTRUCTIONS TO BIDDERS**

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## **SECTION I. - INSTRUCTIONS TO BIDDERS**

### **A. GENERAL**

#### **1 SCOPE OF BID**

- 1.1** The Employer is MUNICIPAL CORPORATION NAME OF CITY (NAME OF ULB). The authorized representative of the employer is Commissioner, MUNICIPAL CORPORATION NAME OF CITY.
- 1.2** The work areas include the Municipal Area. (app..... sq.km) and area which comes under MUNICIPAL CORPORATION NAME OF CITY (NAME OF ULB) jurisdiction (approx. ....sq. km), referred as **Name of City** hereafter. **The tenderer have to compulsorily submit financial bids. Separate price bids as per the format, need to be submitted, failing which the bids are likely to be rejected.**
- 1.3** Name of the Works: **MSW MANAGEMENT OF NAME OF CITY INCLUDING COLLECTION & TRANSPORTATION OF MSW.**

**1.4** Description of the Works :

The work includes:-

- (ix) Door to door collection of MSW, from Houses, shops and establishments, and other institutions.
  - (x) Lifting and transportation of garden waste and tree branches.
  - (xi) Lifting, transportation and unloading of waste to the earmarked disposal ground site.
  - (xii) Maintenance of all bins and collection depots in absolutely spick and span condition. It is contractor's responsibilities to bring the bins as per the requirement & collection depot maintenance cost. Advertising rights on bins and collection depots walls shall be with the contractor. The details of collection depots are attached in this tender document for calculation & information purpose.
  - (xiii) Supply, operation and maintenance of required infrastructure including vehicles / machineries (like auto tipper, refuse compactors etc.), workshop facilities, etc on Build , Own , Operate ,Maintain and Transfer of Machineries , equipment ,Vehicles and immovable infrastructure basis
  - (xiv) Collection of waste from intermediate storage points/transfer points/dalao; waste coming from street sweeping
  - (xv) Organizing and conducting public awareness programmes for segregation/ separate collection of waste at source.
  - (xvi) Execution of work in compliances with the MSW Rules 2000; directions and instructions of **NAME OF ULB** (and as per bid document).
- 1.5** No user charges for the door to door collection of waste would be collected in this regard. Any time of the contract if user charge collection is implemented by the ULB, then the same shall be collected by ULB. This scope of work is for general information. Details in section-III- clause 2.1 will prevail in case of any discrepancy.  
Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/"tenderer" and "bid"/"tendered", "bidding"/"tendering", etc) are

synonymous and day means calendar day. Singular means plural.]

## 2 SOURCE OF FUNDS

- 2.1 Funds for the works under the contract shall be made available by contractor.

## 3 MINIMUM ELIGIBILITY OF BIDDERS

### 3.1 Minimum Technical Experience for evaluation of Bids are as follows:

- (a) Bidder should have **ongoing working experience in door to door collections, and secondary collection and transportation.**
- (b) Bidder should have experience of door to door collection, storage and transportation of Municipal Solid Waste (MSW) in any municipal corporation/authorities of India for a **continuous period of 5 (Five) years in a single project.** Work order copies with performance certificates (not older than 6 months) duly signed by designated officers (not below the rank of executive engineer/Health Officer/Dy. Commissioner of ULB) of the concerned department should be submitted along with technical bid.
- (c) Bidder should have **experience of handling MSW not less than xxx tons per day quantity (minimum 75% of the proposed project quantity)** in the above activity i.e. in collection and Transportation, as per MSW Rules 2000. The **project billing should be minimum Rs. xxx million** (Minimum 75% of the proposed project yearly billing) for the said project in one year.
- (d) Bidder should have operated and maintained refuse collection vehicles, like ,dumper placer (minimum 4.5 cum capacity), excavator, bulldozers, garbage refuse compactors (minimum 6 Cum) etc. for a minimum **period of twenty four months.** The bidder should have a **minimum of xxx Nos. waste collection vehicles (quantity should be minimum 75% of the proposed project requirement) registered in their name.** Copy of registration of the said vehicles must be attached along with the submission
- (e) The bidder should have **experience in setting up a full-fledged automobile workshop** for maintaining similar type of vehicles. Proof of same should be attaché with site photographs.

### 3.2 Minimum Financial Status for evaluation of Bids are as follows:

- (a) The Bidder's **minimum annual turnover** based on audited balance sheets in **each of the last three financial years should be Rs. xxx million (should be minimum 5 times the billing expected in the proposed project per year)**
- (b) The bidders' **net worth should be of Rs. xxxx million as on date with a solvency of Rs. xxxx million (As per ULB's policy's).**

### 3.3 Necessary condition for Consortium

Consortium is permitted. However, the **lead member should meet technical experience criteria 3.1** and should have a **stake of 51% in the consortium** throughout the contract period. MoU and power of attorney (for both lead member and signing authority should be submitted in original on Rs.100 stamp paper)

### 3.4 Other eligibility requirements

- (a) **The prospective bidder should have experienced staff at present working in the area of their work: workmen having experienced in solid waste management, automobile / mechanical engineering, auto electrical, auto mechanical, fitter, helper, drivers of heavy vehicles; supervisors and workmen in repairing and maintaining the vehicles and bins(details of such personnel should be attached)**
- (b) **The prospective bidders shall submit audited balance sheet for the last three years, indicating turnover liabilities, investments etc.**
- (c) **Copy of bidders PAN No., Sales tax certificate, PF and ESIC registration document**
- (d)**Proof of Company registration document/MoA/incorporation certificate.**

#### **4 BID EVALUATION CRITERIA**

The eligibility criteria and making system have been elaborated in the tender document. The tenders are advised to respond in precise manner supported by credential certificates/performance certificates and copy of work orders.

##### **4.1 Technical eligibility:**

The parties who meet the eligibility criteria shall be qualified for further procedure. This will be done by team of expert members as may be constituted by the Municipal Corporation **Name of City**. After satisfying with the tenderers submission and work performance, the technical eligibility will be confirmed.

##### **4.2 Financial eligibility:**

Financial bids of all the Tenderes who have been declared qualified in technical evaluation shall be opened and L1 shall be called for negotiation only if the quoted price is higher than the estimated price.

#### **5 MANPOWER, MATERIAL, EQUIPMENT AND SERVICES**

- 5.1** The manpower, materials, equipment and services to be provided under the contract have to be arranged by the bidder from his own resources.

#### **6 QUALIFICATION OF BIDDER**

- 6.1** To be qualified for award of Contract, bidders shall:

- (a) Submit a written power of attorney authorizing the signatory of the bid to submit the bidder; and
- (b) Update the following information submitted with their applications for pre qualification, and continue to meet the minimum threshold criteria set out in the pre qualification documents:
  - (i) Financial strength
  - (ii) Contract works in hand
  - (iii) Future commitments
  - (iv) Current litigation

- 6.2** Bids submitted by a consortium, shall comply with the following requirements:

- (a) The Bid, and in case of successful Bid, the Form of Agreement, shall be signed by the authorized representative so as to be legally binding on all parties;
- (b) Original Power of Attorney issued by the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the Bid. Additionally, in

case of a Bidding Consortium, the Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original and power of attorney must be supported by the board resolution;

- (c) The lead member shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all parties of the consortium and the entire execution of the Contract including payment shall be done exclusively with the partner in charge;
- (d) All parties of the consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Bid Form and the Form of Agreement (in case of a successful bid); and
- (e) A Original copy of the memorandum of understanding ( MOU) entered into by the consortium partners shall be submitted with the Bid.
- (f) The consortium agreement should indicate precisely the responsibility of parties in respect of planning, design, operation equipments, key personnel, work execution and financing of the project. This should not be varied/modified subsequently without prior approval of the employer.
- (g) In case of bidders submitting the proposal as consortium and are declared as successful it would be required to form an SPV company for execution of the project as per Indian companies ACT and as per the requirements given in the RFP and the concession agreement. Company incorporation certificate should be submitted to the ULB within 15 days of award of contract. ULB shall sign agreement with its newly formed SPV company accordingly.
- (h) Any Company who has submitted a Expression of Interest pursuant to the notice for Expression of Interest issued by MUNICIPAL CORPORATION NAME OF CITY and who meets the eligibility criteria specified in the Eligibility Criteria and procures a copy of this RFP Document from MUNICIPAL CORPORATION NAME OF CITY, is eligible to submit bids for the grant of Concession for the Project.
- (i) The Bidder and/or each member of a bidding consortium, as applicable, must be a duly incorporated company under their relevant jurisdiction. The bidder is required to provide a copy of the registration certificate obtained from the relevant authorities along with the Bid.
- (j) Maximum number of bidders to form consortium is 2 (TWO). Party meeting the technical and financial qualification requirement should be the lead bidder and have minimum of 51% stake in the consortium. Other party should have stake minimum of 26 % in the consortium. MoU agreement should be made on Rs 100/- stamp paper and notarized. In case of international parties bidding for the project or a member of any consortium represented by Indian entities, and relevant external affairs ministry should endorse the tender documentation

**6.3** Bidders shall also submit details of their proposed work methods and schedule, in sufficient detail so as to demonstrate the adequacy of the bidder's proposals to meet the requirements.

## **7 ONE BID PER BIDDER**

**7.1** Each bidder shall submit only one bid, either by himself or as a partner in a joint venture. A bidder who submits or participates in more than one bid for the particular Works will be disqualified. The limitation, however, will not apply in respect of bids, which include specialist sub-contractors.

## **8 COST OF BIDDING**

- 8.1** The bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for those costs.

## **9 THE FINANCIAL BID SHALL BE FOR COMPLETE MSW MANAGEMENT (TRANSPORTATION & COLLECTION OF SWM, for NAME OF CITY.**

## **10 SITE VISIT**

- 10.1** The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on his Bid. While submitting the Bid the Bidder shall be deemed to have inspected and examined the site conditions (including but not limited to its surroundings, its geological condition, the adequacy of the road and rail links to the Site and the availability of adequate supplies of water), examined the laws and regulations in force in India, the transportation facilities available in India, the grid conditions, the conditions of roads, bridges, ports, etc. for unloading and/or transporting heavy pieces of material and has based its design, equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder and on acquisition of the MUNICIPAL CORPORATION NAME OF CITY, the MUNICIPAL CORPORATION NAME OF CITY shall not be relieved from any of its obligations under the RFP Project Documents nor shall be entitled to any extension of time or financial compensation by reason of the unsuitability of the Site for whatever reason.



## **B. BIDDING DOCUMENTS**

### **11 CONTENTS OF BIDDING DOCUMENTS**

**11.1** The Bidding Documents are those stated below, and these should be read in conjunction with any Addenda issued in accordance with Clause 13.

**Tender Notice**

**EXECUTIVE SUMMARY**

**Part 'A'**

Section I	Instructions to Bidders
Section II	Conditions of Contract
Section III	General Requirements & Scope of work
Section IV	Sample Forms of Letter of Acceptance, Agreement,

**Part 'B'**

Section V	Price Bid Form
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**Part 'C'**

Section VI	Name of City Profile
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**11.2** The bidder is expected to examine carefully the contents of the Bidding Documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to clause 32, bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

### **12 CLARIFICATION OF BIDDING DOCUMENT**

**12.1** Prospective bidders requiring any further information or clarification of the Bidding Documents may notify the Employer in writing or by fax (hereinafter, the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's mailing address indicated in the Invitation for Bids.

**12.2** The Employer will respond to any request for clarifications which he receives in advance prior to the dead line for submission of bids, or queries raised during the pre-bid conference, if scheduled. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry.

**12.3** In the event of any conflict or discrepancy within the bidding document, the priority of documents forming the document shall be as below

- |                               |                            |                   |
|-------------------------------|----------------------------|-------------------|
| 1. Executive Summary          | 2. Instructions to Bidders | 3. Tender Notice  |
| 4. The Conditions of Contract | 5. Scope of Work           | 6. Price Schedule |

### **13 AMENDMENT OF BIDDING DOCUMENTS**

**13.1** At any time prior to the deadline for submission of Bids, the Employer may, for any reason, whether a own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing addendum.

**13.2** Any Addendum thus issued shall be part of the bidding documents pursuant to sub- clause 11.1, and it will be notified in writing or by fax to all purchasers of the bidding Documents and will be binding on them. Prospective bidders shall acknowledge receipt of each addendum by fax to the Employer.

**13.3** To afford prospective bidders reasonable time in which to take the addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, in accordance with Clause 26.

## **C. PREPARATION OF BIDS**

### **14 LANGUAGE OF BID**

- 14.1** The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged between the bidder and the Employer, shall be written in the English/Hindi language. Supporting documents and printed literature furnished by the bidder may be written in another language, provided that they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **15 DOCUMENTS COMPRISING THE BID**

- 15.1** The bid submitted by the bidder shall comprise the following: Bid Form and Appendix to Bid; Bid Security; Price Schedule; the information on eligibility and qualification; and any other materials required to be Comprehensive and submitted by bidders in accordance with these Instructions to Bidders.

### **16 BID PRICES**

- 16.1** Unless stated otherwise in the bidding documents, the contract shall be for the whole work as described in the Part A, Section III, based on the schedule of unit rates and prices submitted by the bidder.
- 16.2** The bidder shall fill in rates and prices IN RUPPES PER TONNE for FIRST YEAR of operation and maintenance charges described in the Price Schedule, and no alterations or additions shall be made to the schedule by the bidder. Quoted rates must be in ink or typed out clearly and legibly in both figures and in words in the spaces provided in the form. The same person signing the bid on behalf of the bidder must sign any corrections. Items against which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices described in the Bill of Quantities.
- 16.3** All duties, taxes and other levies payable by the Contractor under the contract or for any other cause shall be included in the TIPPING FEE (as on date of submission of bid; any change in taxation law shall be payable extra as per actual by municipal corporation), and the total bid price submitted by the bidder applicable as on submission date. The evaluation and comparison of bids by the Employer shall be made accordingly.

### **17 CURRENCIES OF BID AND PAYMENT**

- 17.1** The unit rates and prices shall be quoted by the bidder entirely in Indian Rupees.

### **18 BID VALIDITY**

- 18.1** Bids shall remain valid for a period, 180 (one hundred and eighty days) days after the last due date of submission of bid i.e.....DDMMYY
- 18.2** In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A bidder may refuse

the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of his earnest money for the period of, in compliance with Clause 19 in all aspects.

## **19 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

- 19.1** A Bid Security in the amount of **2% of the First year contract value** same shall be provided as a part of the bid, which shall remain valid for a period of 30 (thirty) days beyond the validity of the bid.
- 19.2** The earnest money, at the bidder's option, shall be deposited in the form of Bank Draft/ Pay Order /FDR in favour of Municipal Corporation, **Name of City** payable at **Name of City** from any Nationalized/Scheduled Bank in India. The Earnest money in the form of Cash/Cheque would not be accepted. (IN CASE THE EMD IS ABOVE RS. 10 LACS, THEN A MINIMUM OF 10 LACS WILL BE REQUIRED TO BE SUBMITTED IN THE ABOVE FORM. BALANCE CAN BE SUBMITTED IN THE FORM OF BANK GUARANTEE FROM A NATIONALIZED BANK)
- 19.3** Any bid not accompanied by an acceptable earnest money shall be summarily rejected by the Employer as non-responsive.
- 19.4** The earnest money of unsuccessful bidders will be returned within 21 days after the expiration of the period of bid validity or approval of bid, whichever is earlier.
- 19.5** The earnest money of the successful bidder will be adjusted against the security deductions from his running bills. If the security deposit is submitted by the successful bidder in the form of bank guarantee or DD, then the EMD shall be released.
- 19.6** The earnest money may be forfeited:
- a) If a bidder withdraws its Bid during the period of bid validity, or
  - b) If the bidder does not accept the correction of his bid price, pursuant to Clause 33, or
  - c) In the case of a successful bidder, if the bidder fails within the specified time to comply the instruction given in the letter of acceptance.

## **20 ALTERNATIVE BIDS**

- 20.1** Bidders shall submit bids, which comply with the Bidding Documents. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause 30 regarding the rejection of bids, which do not substantively conform to the requirements of the Bidding Documents.

## **21 PRE-BID MEETING/CONFERENCE:**

**A pre-bid meeting may be held if NAME OF ULB feels the need for the same and date and time shall be intimated separately.**

- 21.1** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 21.2** The bidder is requested to submit any question in writing or by fax, to reach the Employer before the meeting.
- 21.3** Minutes of the meeting, including the text of the questions raised and the responses given, will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents listed in the Clause 9, which may become necessary as a result of the pre-bid meeting, shall be made by the Employer exclusively through the issue of an addendum pursuant to Clause 11 and not through the minutes of the pre-bid meeting.
- 21.4** Non attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **22 FORMAT AND SIGNING OF BID**

- 22.1** The bidder shall prepare and submit one original and one copy (photo state copy of original) of the bid documents comprising the bid as described in Clause no 15 of these Instructions to the Bidders, bound with the Volume containing the Form of Bid, and clearly marked “Original “ and “Copy” as appropriate. In the event of discrepancy between them, the original shall prevail
- 22.2** The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies Photostats are also acceptable) and shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder, pursuant to Clauses 3.1 and 3.2, as the case may be. Such authorization shall be indicated by written Power-of-attorney accompanying the Bid. All pages of the bid shall be initialed by the person or persons signing the bid.
- 22.3** The bid shall contain no alterations, omissions, additions or interlineations, except those which may be necessary to comply with instructions issued by the Employer, or as necessary to correct the errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 22.4** The bidder shall furnish information as desired in the Form of Bid on commissions or gratuities, if any, paid or to be paid relating to this bid, and to contract execution if the bidder is awarded the contract.

## D. SUBMISSION OF BIDS

### 23 SEALING AND MARKING OF BIDS

23.1 (a) Bids shall be submitted at the Office of the **NAME OF ULB** at the following address:

**The Commissioner,**  
**MUNICIPAL CORPORATION NAME OF CITY,**  
**Tele No. – .....**  
**Fax :**

(b) Envelopes shall bear the following markings:

Bid For: **COMPLETE MSW MANAGEMENT OF NAME OF CITY (MUNICIPAL AREA AND NAME OF CITY) INCLUDING COLLECTION & TRANSPORTATION.**

Bid Reference No. .... dated .....

Do not Open Before: - 15:00 Hrs on. MMYDD

23.2 Bidders are required to submit the tenders as per instructions given in Clause 24.

23.3 In addition to the information required in Sub-Clauses 23.1 above, the inner envelope shall indicate the name and address of the bidder to enable the Bid to be returned unopened in case it is declared “Late” pursuant to Clause 27.

23.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

### 24 CONTENTS

24.1 Tenders are invited in two-envelope system. The Comprehensive Tender shall be submitted in sealed envelope, super scribing the name of Work/Service mentioned in the Tender notice.

24.2 Full name and address of the Tenderer shall be written in the bottom left corner of each envelope.

24.3 The envelope shall contain the following:

**Envelope ‘A’ (Technical Offer):** This should contain all the documents mentioned as below from ‘a’ to ‘l’. This envelope may contain other documents also such as Technical bids, drawings, any other as mentioned in the Tender notice.

- (a) List of all the documents enclosed in the envelope;
- (b) The receipt of tender price in the form of demand draft/pay order.
- (c) Original Power of Attorney authorizing the person to sign the tender Document.
- (d) The EMD in the form of demand draft/pay Order.
- (e) Undertaking in the form prescribed in **Annexure** and duly signed by a person holding a valid Power Of Attorney;
- (f) Details of firm(s) in **Annexure** ;
- (g) Details of works of Similar type and magnitude carried out by the Tenderer (last 3 years) in **Annexure** –
- (h) List of work in Hand as on the date of submission of this tender **Annexure** – .
- (i) List of machinery and plant immediately available with the Tenderer for use on this Work/Service and list of machinery proposed to be utilised on this Work/Service but. not immediately available, and the manner in which it is proposed to be procured as per **Annexure**....;
- (j) Details of technical personnel available with the Tenderer as per **Annexure** ;
- (k) Affidavit on a non-judicial stamp paper of Rs. 100/- as per **Annexure** .
- (l) Other document to establish the eligibility as per **Clause 3 & 6 and as per tender document requirement.**

**Envelope 'B' (Financial Offer):** This envelope shall contain dully filled tender form and price schedule and **Name of City** asin Section - V (Schedule -'B'), FORM A & B. **TENDERER SHALL BID FOR BOTH THE WORK AREA SEPERATELY.**

**Covering Envelope:** Both the envelopes 'A' and 'B' shall be put together in a common sealed envelope subscribing on it, name of Work/Service and the name and address of the Tenderer.

## **25 IMPORTANT POINTS TO BE NOTED BY THE TENDERER**

- (a) On receipt of blank Tender form, the Tenderer should ensure that no corrections or over writings or erasures are left for attestation by the competent authority of the Corporation.
- (b) The Financial Bid shall be inclusive of all taxes (applicable as on date; any change in future shall be applicable as per actual) , Octroi, Local taxes, service taxes etc. to be paid by the Tenderer for the Work/Service and claim for extra payment on any such account shall not be entertained.
- (c) Any change that will be made in the Tender paper by the competent authority after issue of the Tender will be intimated to the Tenderer in the form of Corrigendum/Addendum for incorporating the same in the Tender before submitting the Tender.
- (d) The Financial Bid should be written both in words and figures in Schedule 'B', at appropriate places.
- (e) No alterations and additions anywhere in the tender Document are permitted. If any of these are found, the tender may be summarily rejected. The Tenderer should get its doubts cleared during pre-bid meeting/conference only.
- (f) In case of a firm, each partner or power of attorney holder shall sign the Tender and the signatures shall be attested as witness by a reputed person in the space provided for the purpose. The attested copies of power of attorney of person signing the Tender shall be enclosed with the tender. The power of attorney shall be signed by all partners.
- (g) In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided.
- (h) All pages and pasted slips should be signed by the Tenderer.
- (i) No page shall be added or removed from the set of Tender Document.
- (j) The Tenderer shall be deemed to have studied the schedule of Works/ Services/ Items/ Quantities/ Rates, all plans, specifications, terms and conditions, shall inspect and examine the service area and its surrounding and shall satisfy itself before submitting its Tender as to the nature of the ground and subsoil (so far as is practicable), the form and nature of the service area, nature of the Work/Service and equipments necessary for the completion of the Works/Services and means of access to the service area, the accommodation it may require and in general shall itself obtain all necessary information as to risk, contingencies, obligations under the Contract and all matter and things necessary for proper completion and maintenance of the Works/Services. No extra charges shall be paid consequent on any misunderstanding.
- (k) The Tenderer shall submit the Tender which satisfies each and every condition laid down in this Tender notice, failing which the Tender will be liable to be rejected.
- (l) Conditional Tenders will be summarily rejected.

**26 DEADLINE FOR SUBMISSION OF BIDS**

- 26.1 Bids shall be submitted at the address stipulated in Clause 23.1 (a), above, not later than 15:00 hrs on xx. Xx. xxxx
- 26.2 The Employer may, at his discretion, extend the deadline for the submission of Bids by amending the Bidding Documents in accordance with Sub-clause 13.3 in which case all rights and obligations of the Employer and bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**27 LATE BIDS**

- 27.1 Any Bid received by the Employer after the deadline for submission of Bids prescribed by the Employer, pursuant to Clause 26, will be declared “Late” and rejected and kept unopened in the record.

**28 MODIFICATION AND WITHDRAWAL OF BIDS**

- 28.1 The bidder may modify or withdraw his Bid after the Bid’s submission, provided that written notice of the withdrawal is received by the Employer prior to the deadline prescribed for submission of Bids.
- 28.2 The bidder’s modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause 21, with the outer and inner envelopes additionally marked “Modification“ or “Withdrawal” as appropriate. A withdrawal notice may also be sent by cable/fax but must be followed by a signed confirmation copy.
- 28.3 No Bid may be modified by the bidder after the deadline for submission of bids.
- 28.4 Withdrawal of bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of Bid Security pursuant to Clause 19.

## **E. BID OPENING AND EVALUATION**

### **29 BID OPENING**

**29.1** Envelope 'A' shall be opened in the presence of bidders' representatives who chose to attend at the date, time and location specified below :

Date : MMDDYY  
Time : 15:00 hrs  
Location : Office of the Municipal Corporation, **Name of City**

**29.2** Envelopes marked “Withdrawal” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 26.1 shall not be opened.

**29.3** The bidders' names, prices of bids, any discounts offered, bid withdrawals, and the presence or absence of the requisite bid security, and such other details as the Employer, at its discretion, may consider appropriate will be announced and recorded at the opening. The price bids of the bidders who have not submitted an acceptable form of bid security will not be read out and in such event the bid will be summarily rejected. Any bid price, discount, or alternative bid price which is not read out and recorded at bid opening will not be taken into account in bid evaluation. The record of the meeting must include the signatures of the bidder's representatives and representatives of the Employer.

**29.4** The Employer shall prepare, besides the record of bid opening, the minutes of bid opening, including the information disclosed to those present in accordance with sub Clause 29.3.

**29.5** The Envelope 'B' (Financial Offer) of only those bidders whom would be considered to be substantially responsive as per Clause 32 shall be opened on 12.01.2009 or any other convenient date to be notified by the **NAME OF ULB**.

**29.6** Employer may request technical qualified bidder to make a presentation including work programme and methodology.

### **30 PROCESS TO BE CONFIDENTIAL**

**30.1** Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process, until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

### **31 CLARIFICATION OF BIDS AND CONTACTING THE EMPLOYER**

**31.1** To assist in the examination, evaluation and comparison of Bids, the Employer may, at its discretion, ask the bidder for a clarification of its Bid, including breakdown of rates. The request for clarification and responses to the requests shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 33.

**31.2** Subject to Sub Clause 31.1, no bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the Contract is awarded.



## **32 PRELIMINARY EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 32.1** Prior to the detailed evaluation of bids, the Employer will determine whether each bid
- (i) meets the eligibility criteria of the **NAME OF ULB**; (ii) has been properly signed;
  - (iii) is accompanied by the required securities; (iv) is substantially responsive to the requirements of the bidding documents; and (v) provides any clarifications and / or substantiation that the Employer may require pursuant to Sub-clause 31.1.
- 32.2** A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservations. A material deviation or reservation is one:
- (i) which effects in any substantial way the scope, quality or performance of the Works;
  - (ii) Which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights; or
  - (iii) Whose rectification would affect unfairly the Comprehensive position of other bidders presenting substantially responsive bids.
- 32.3** If a bid is not substantially responsive it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation. Conditional bids will be deemed to be not substantially responsive, and may be rejected by the Employer.
- 32.4** The above notwithstanding, the Employer reserves the right to accept or reject any variation or deviation in the submitted tenders if such irregularity does not materially deviate from the terms, conditions and specifications of the bidding documents, and if it will not affect unfairly the Comprehensive position of other bidders, and if it is in the Employer’s interest to do so. This shall be binding on all tenderers and the employer reserves the right of such deviations.

## **33 CORRECTION OF ERRORS**

- 33.1** Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified on the following basis.
- (i) Bidders are required to quote the unit rate both in figure and words. If there is a discrepancy between the unit rate quoted in figures and words, the rates quoted in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (ii) and (iii) below.
  - (ii) If there is a discrepancy between the unit rate and the total price per item that is obtained by multiplying the unit rate and quantity, the unit rate shall prevail and the total price per item will be corrected unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected.
  - (iii) If there is a discrepancy between the total bid amount and the sum of the total cost, the correct sum of the total cost shall prevail and the total bid amount will be corrected.
- 33.2** The amount stated in the Form of Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected, and the bid security may be forfeited in accordance with Clause 19.6.

### **34 EVALUATION AND COMPARISON OF BIDS**

- 34.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 32 and qualified for award of contract in accordance with Clause 5. In evaluating the bids, the Employer will determine for each bid the Evaluated Bid Price by adjusting the bid price as follows:
- a) Making any correction for errors pursuant to Clause 33;
  - b) Applying any discounts offered by the bidder.
- 34.2** The Employer reserves the right to accept or reject any variation, deviation. Variations, deviations and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in the bid evaluation.
- 34.3** If the bid of the successful bidder is seriously unbalanced in relation to or substantially below the Employer's estimate of the cost of work to be performed under the Contract, the Employer may require the bidder to produce detailed price analysis to demonstrate the internal consistency of those prices with the operational methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the security deposit set forth in Clause 43 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the contract.

### **35 REJECTION OF TENDERS**

- 35.1** The Tenders are liable to be rejected if the Tenderer:
- (a) Does not submit price of Tender in the form of original cash receipt/DD/pay order;
  - (b) Does not submit the EMD;
  - (c) Does not submit the required undertaking on Rs. 100/- stamp paper (as per **Annexure**);
  - (d) Does not disclose the full names and address of all its partners in case of a partnership concern;
  - (e) Does not submit the information as called for in **Annexure;s**;
  - (f) Does not submit affidavit on Rs. 100/- Stamp Paper. (**Annexure as per tender**);
  - (g) Fails to initial corrections;
  - (h) Fails to fill Comprehensively all the Performa provided in the Tender including Performa of tender form and price schedule of Schedule 'B';
  - (i) Tries to contact the Council on any matter relating to its Tender, or tries to influence the Council in its decision on Tender evaluation, Tender comparison or Contract award, from the time of Tender opening to the time of Contract award.
  - (j) Stipulates any condition in the Tender;
  - (k) Stipulates the validity period less than what is stated in the form of Tender;
  - (l) Does not quote rates inclusive of octroi duty and other terminal or Sales Tax or General taxes, service tax, etc; and
  - (m) Does not sign every page of Tender with seal of company/firm.
  - (n) Does not submit the two set of tender i.e. original copy of tender and photocopy of tender.
  - (o) Does not submit the original power of attorney / Joint venture agreement.
  - (p) Does not submit the board resolution along with power of attorney.
  - (q) Dose not mention the holding / equity percentage in the consortium agreement
  - (r) **THE FINANCIAL BID COMPRISES OF PART I AND II FOR COMPLETE MSW MANAGEMENT FOR MUNICIPAL AREA AND NAME OF CITY.**

### 36 SHORTLISTING OF TENDERERS

36.1 The ULB will shortlist technically qualifying Tenderers and Financial Bids of only these Tenderers will be opened on MMDDYY, or any other convenient date, to be duly notified by the NAME OF ULB.

37 The Bidder(s) are required to score benchmark Score for Part I (B) [Technical Submission] evaluation, which is 75. Only Proposal(s) that have achieved the Benchmark Score of  $\geq 75$  in the Part I B evaluation (Stage II) will be taken forward to Stage III evaluation

#### 37.1 Table : Technical Evaluation Bid Criteria

Parameter	Max. Marks	Minimum Marks Required [by a Bidder] for qualification
Present Technical Proposal	100	$\geq 75$

Max. Marks	Description	Reference in Proposal
15	<b>Methodology Statement for Appreciation of Project</b>	
10	<b>Sequencing of Activities to be Performed</b>	
5	<b>Extent of Mechanization in Waste Collection and Transportation</b>	
5	<b>Use of Environment Friendly Materials for Project Facilities</b>	
5	<b>Potential Compliance with Performance Standards</b>	
10	<b>Site Selection and existing sites up gradation for Waste Loading/ Transfer</b>	
5	<b>Efficient Manpower Use</b>	
15	<b>Secondary transfer facility or Setting up of Transfer Station facility</b>	
10	<b>Resource Utilization Statement</b>	
5	<b>Quality Assurance &amp; Quality Control Procedure</b>	

5	<b>Environment, Health &amp; Safety Policy &amp; Practice</b>	
10	<b>Project Implementation</b>	

**NOTE:**

A. *The Bidder must provide reference to the sections in the Proposal that contain the relevant information to be referred to evaluation. Failure to do so may lead to loss of marks while evaluating the bids.*

37.2 There will be a weightage for technical & financial Bids, and who so ever got the maximum marks will be declared as lowest bidder, the example is shown below:-

**Weightage Calculation: (60 % for technical + 40% for price bid)**

S.No..	Bidder	Technical Score out of 100	60% Weightage of Technical Score	Quoted Price	Score in Price Bid (40% Weightage)	Marks Secured	Final Level
1	ABC	94	56.4	1100	31.82	88.22	
2	DEF	90	54	950	36.84	90.84	<b>L1</b>
3	GHI	75	45	875	40	85.00	

**38 OPENING OF FINANCIAL BIDS/OFFER**

**38.1** The **NAME OF ULB** will be open the Financial Bids to all the qualifying Tenderers

**38.2** On such date, the envelope 'B' will be opened and the rates shall be read out.

## **F. AWARD OF CONTRACT**

### **39 ACCEPTANCE OF TENDER**

- 39.1** Acceptance of Tender on behalf of the **NAME OF ULB** shall be done by competent authority which in this case may be Government of **Name of State**.
- 39.2** The Corporation is not bound to accept the lowest or any tender. The **NAME OF ULB** reserves the right to reject any or all Tenders received without assigning any reason whatsoever.

### **40 AWARD**

- 40.1** Subject to the provisions of Clause 40, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has got the maximum marks as per the weightage calculation shown in this tender document.

### **41 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

- 41.1** Notwithstanding Clause 38, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

### **42 NOTIFICATION OF AWARD**

- 42.1** Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax, confirmed by registered letter, that his bid has been accepted. This letter, hereinafter referred to as the "Letter of Acceptance", shall name the sum (if required) which the Employer will pay the Contractor in consideration of the operation and maintenance of the Works by the contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price")
- 42.2** The notification of the award will constitute the formation of the Contract
- 42.3** Upon furnishing by the successful bidder of a Performance Security, the Employer will promptly notify the other bidders that their bids have been unsuccessful.
- 42.4** Upon completion of all the formalities by the successful bidder, the employer will issue "Notice to proceed" mentioning date of start and intended date of completion.
- 42.5** Date of start shall be 60 days from the date of issuance of LOI.

### **43 SIGNING OF AGREEMENT**

- 43.1** At the same time that he notifies the successful bidder that his bid has been accepted, the Employer will send the bidder the Form of Agreement provided in the bidding documents, incorporating all agreements between the parties.
- 43.2** Within 14 (fourteen) calendar days from the date of issue of the Letter of Acceptance, the successful bidder shall sign the Form of Agreement, in duplicate, on non-judicial stamp paper of value as per regulation of the Government of **Name of State/NAME OF ULB** and return it to the Employer. One copy of the signed agreement will be provided to the successful Contractor, and the original will be retained by the Employer.

#### **44 SECURITY DEPOSIT/ PERFORMANCE SECURITY**

- 44.1** Within 14 (fourteen) calendar days from the date of issue of the Letter of Acceptance from the Employer, the successful bidder shall furnish to the Employer a **Performance Security of 5% of first year contract value in the form of bank guarantee**. The form of bank guarantee from nationalized bank shall be according to sample form at Annexure - 1. The PBG should be submitted within 15 days after the formation of SPV company.
- 44.2** Failure of the successful Contractor to provide the requisite Performance Security in accordance with the requirements of Clause 43.1 shall constitute grounds for annulment of the award and forfeiture of the Bid Security made at the time of bidding.

#### **45 CORRUPT OR FRAUDULENT PRACTICES**

- 45.1** It is required that Bidders/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the **NAME OF ULB**:
- a) Defines for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of any thing of value to influence the action of any such official in the procurement process or in contract execution; and
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to and after bid submission) designed to establish bid prices at artificial non-Comprehensive levels and to deprive the Borrower of the benefits of free and open competition.
  - b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.

#### **Other Conditions:**

1. Being essential services, Municipal Corporation will arrange to provide the 24 Hours NO – ENTRY permission for all the vehicles deployed in the project by concessionaire. ULB shall be responsible for such NOC's.
2. Land required for setting up workshop /parking shall be handed over to the concessionaire free of cost for the entire contract period. Any support/ certification required for applying for water,

DRAFT MODEL TENDER DOCUMENT FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AS PER MSW RULES 2000.

electricity, telephone connection etc shall be provided by corporation. For this purpose a land lease agreement will be signed with concessionaire, a draft format for the same is provided in this document.

3. At present there are no Toll/ Octroi charged by any govt bodies within the city or on the way towards the dumping site. In case any such fees implemented in the contract period, the same shall be refunded by ULB as per actuals.
4. **Advertisement** - In lieu of that the concessionaire shall be allowed to put advertisement on the walls of the dust bin/Dhalao. The contractor shall be allowed to collect the revenue from the same. However a monthly information summary should be submitted to the ULB regarding such revenue.
5. At transfer station/ workshop premises, if there is scope for advertisement, the concessionaire shall be free to do so after taking corporation's permission. However revenue generated from the same shall remain solely with the concessionaire.

**ANNEXURE 1-A**

**FORMAT FOR ACKNOWLEDGEMENT OF RECEIPT OF RFP OF DOCUMENT  
AND  
NOTICE OF INTENT TO SUBMIT PROPOSAL**

To,  
The Commissioner.  
ULB, Full address,  
state, India  
Contact Number,

Dear Sir,

**Subject: TENDER FOR COLLECTION & TRANSPORTATION OF MSW IN NAME  
OF CITY**

[Proposal for collection, Transfer, Transportation of MSW with the municipal limits.].

I, the undersigned hereby acknowledges and confirms receipt of the Request for Proposal (RfP) document for the project from the Municipal corporation of .....(.....) and conveys my intention to submit Proposal for collection & Transportation of MSW within the area specified in tender document.

.....  
Signature of the Authorized Person

.....  
Name and designation of the Authorized Person

Date .....

**Note:**

1. On the Letterhead of the Bidder or Lead Member of Consortium
2. To be signed the lead member in case of a consortium.
3. The acknowledgement should be sent within one weeks of receipt of the RfP Document.



**ANNEXURE 1-B**

**FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING**

To,  
The Commissioner.  
ULB, Full address,  
state, India  
Contact Number,

**Subject: TENDER FOR COLLECTION & TRANSPORTATION OF MSW IN NAME OF CITY**

[Proposal for collection, Transfer, Transportation of MSW with the municipal limits.].

Dear Sir,

Being duly authorized to represent and act on behalf of ..... (hereinafter referred to as “the Bidder”), and having reviewed and fully understood all of the information provided in the Request for Proposal (RfP) document provided to us by ULB, in respect of the project, the undersigned hereby submits the Proposals in response to the RfP. For your evaluation

I/We are enclosing our Proposal in one (1) original and one (1) copy, along with details / certificates as per the requirements of the RfP.

We confirm that our Proposal is valid for a period of 180 days from the date of opening of financial bid/negotiation.

We also hereby agree and undertake us under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is as per qualification criteria in all respects and unconditional and we agree to the terms of the proposed Concession Agreement, a draft of which also forms a part of the RfP document provided to us.

..... (Signature of the Authorized Person)  
..... (Name and designation of the Authorized Person)  
..... (Date)

**Note:**

1. On the Letterhead of the Bidder or Lead Member of Consortium
2. To be signed the lead member in case of a consortium.

**ANNEXURE 2-A**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL  
(One person to be nominated by each member of the consortium)**

(On Non-Judicial Stamp Paper of Rs. 100/-)  
POWER OF ATTORNEY

Know all men by these presents, We ..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. .... (name and residential address) who is presently employed with us and holding the positions of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to, for "Proposal for Collection & transportation of MSW with in the city....." ("the Project"), for Municipal Corporation of Name of city (hereinafter referred to as ULB), including signing and submission of all documents and providing information /responses to ULB in all connection with our Proposal for the Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 20.....

To be signed by two Director(s)/ Proprietors of the firm/member

Accepted

\_\_\_\_\_ Signature)

(Name, Title and Address of the Attorney)

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

Note:

1. In case of Bidder who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorized officer of the Embassy of India and duly stamped by the Department of Stamps & Registration, Government of state or India, Name of city.
2. 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.
3. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution /power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case an authorized Director of the Application signs the Application, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.

**ANNEXURE 2-B**

**FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING LEAD MEMBER OF CONSORTIUM**  
(On rs. 100 Stamp Paper )

Whereas, Municipal corporation of Name of city (“ULB”) has invited proposals from qualified Applicants for collection & Transportation of MSW within the city under Municipal Corporation of.....(hereinafter referred to as “the Project”).

Whereas, the Consortium being one of the qualified Applicants is interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification (RfQ Document), Request for Proposal (RfP Document) and other connected documents in respect of the Project, and.

Whereas, it is necessary under the RfP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Proposal for the Project or in the alternative to appoint one of them as the Lead Member who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium’s Proposal for the Project.

**NOW THE POWER OF ATTORNEY WITNESSETH THAT**

We, M/s \_\_\_\_\_, and M/s ..... (the names and address of the registered offices), do hereby designate M/s ..... Being one of the members for the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the consortium’s Proposal for the Project, including/documents and generally to represent the Consortium in all its dealings with ULB, any other Government Agency or any person, in connection Agreement is entered into with ULB.

We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member and our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the ..... Day of ..... 20.....  
.....

(Executants)

**(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)**

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

**ANNEXURE- 3**

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Proposal for the Properties listed below, 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 not will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

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

.....  
(Name of the Bidder)

.....  
(Signature of the Authorized Person)

.....  
(Name of the Authorized Person)

Note:

1. On the Letterhead of the Bidder
2. To be executed by both member in case of a consortium.

**ANNEXURE - 4**

**FORMAT FOR PROPOSAL SECURITY**  
(To be issued by a nationalized or Scheduled Bank in India)

B.G. No. \_\_\_\_\_ dated \_\_\_\_\_

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of Bank) having its Registered office at \_\_\_\_\_ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of

The Municipal Corporation of Name of city (hereinafter called “ULB”) having its office at \_\_\_\_\_ (address), which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

**WHEREAS**

- A. M/s. \_\_\_\_\_ Ltd., a company registered under provisions of the Companies Act, 1956, having its registered office at \_\_\_\_\_ (hereinafter called “the Bidder”) which expression shall unless it be repugnant to be subject or context include its/their executors administrators, successors and assigns, intends to bid for taking up collection & Transportation of MSW within the city under Municipal Corporation of \_\_\_\_\_, (hereinafter referred to as “the Project”).
- B. In terms of Clause (d) [submission of bid] of the Request for Proposal document dated \_\_\_\_\_ issued in respect of the Project (hereinafter referred to as “RfP Document”) the Bidder is required to furnish to ULB an unconditional and irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as Proposal Security for the Project.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

- a. The Guarantor, as primary obligor shall, without demur, pay to ULB an amount not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), within 15 days of receipt of a written demand from ULB calling upon the Guarantor to pay the said amount.
- b. Any such demand made on the Guarantor by ULB shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- c. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of ULB is disputed by the Bidder or not.

DRAFT MODEL TENDER DOCUMENT FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AS PER MSW RULES 2000.

- d. This Guarantee shall be irrevocable and remain in full force for a period of from (date) \_\_\_\_\_ to (date) \_\_\_\_\_ (Proposal Validity Period) or for such extended period as may be mutually agreed between ULB and the Bidder and shall continue to be enforceable till all amount under this Guarantee are paid.
- e. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- f. In order to give full effect to this Guarantee, ULB shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the RfP Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement /non exercise /delayed exercise of any of its right by ULB against the Bidder or any indulgence shown by ULB to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise or omission on the part of ULB or any indulgence by ULB to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g. The Guarantor has power to issue this Guarantee and discharge the obligation contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by \_\_\_\_\_ Bank

By the hand of Mr. \_\_\_\_\_

Its \_\_\_\_\_ and authorized official.

**ANNEXURE- 5**

**Information regarding current litigation [to be submitted with technical proposal]**

1- Litigation

Sr.No.	Name of the Contract	Year of Contract	Organization	Details of litigation
1.				
2.				
3.				

- 2- Were you ever required to suspend the assigned project work for period of more than six months continuously after your started?  
If so give the names of projects and reasons.
- 3- Have you ever not complete any assignment given to you? (If so, give name of project and reasons for not completing the work)
- 4- In how many of your project were penalties imposes for delay? Please give details.
- 5- In case of litigation because of non-performance of contractor in project. Unless the court judgment shall not come, it shall not be considered as litigation
- 6- The information is for records purpose, shall be impact bidder to disqualify, unless there is a court judgment.

**SAMPLE FORM OF UNDERTAKING**  
**(On a Stamp Paper of Rs. 100/- )**

The information documents submitted by us are true to our knowledge and if the information/ documents so furnished shall be found to be untrue or false, the Tender shall be liable to be disqualified and our Earnest Money accompanying the Tender will be forfeited.

Also I/we am/are aware that if the information/document found to be untrue or false during the Contract Period, our Contract liable to be terminated.

I/We hereby declare that I/We have made myself/ourselves thoroughly conversant with the area where operation/services are to be rendered according to scope of work.

I/We agree that the amount of Earnest Money shall not bear interest and shall be liable to be forfeited to the Corporation, should I/We fail to (i) Abide by the stipulation to keep the offer open for the period of 120 days from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the Tenders and (ii) Security Deposit as specified in Schedule "A" and within the time limit laid down in Clause 43 of ITB.

The amount of Earnest Money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same or any part thereof has been forfeit as aforesaid.

Should this Tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the conditions of contract annexed hereto so far as applicable and in default thereof to forfeited and pay to **NAME OF ULB** the sums of money mentioned in the said conditions.

Demand draft No. /FDR no. .... Dated ... ..  
... .. from the Nationalized/Scheduled Bank at ... .. in respect of the sum of \*Rs.

... .. is herewith forwarded representing the Earnest Money (a) the full value of which is to be absolutely forfeited to **NAME OF ULB** should I/We not deposit the full amount of security deposit specified in the Detailed Tender Notice.

Tenderer ... .. Address

... ..  
... ..

Date the ... .. day of ... .. 200...

Signature of Tenderer

Witness ... ..

Address ... ..

Date the ... .. day of ... .. 200...

Signature of Witness



DRAFT MODEL TENDER DOCUMENT FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AS PER MSW RULES 2000.

**Details of Tenderers** \_\_\_\_\_ **ANNEXURE - 7**

1	Name of Tenderer				
2	Address				
3	Telephone				
4	Fax				
5	E-Mail				
6	Details of Proprietor / Partners / Directors				
	Name	Address	Qualification & Experience		
	a.				
	b.				
	c.				
7	Financial Performance		Turnover	Profit	Copy of audited Financial Statements attached (Yes / No.)
	Previous Financial Year				
	2 <sup>nd</sup> Previous Financial Year				
	3 <sup>rd</sup> Previous Financial Year				
8	Registration Details				
9	Certification Details				
10	Details of Black List & Litigation (if Any)				
11	Remarks				

**Note :-**The Turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed.

**Signature of Authorised Person**

DRAFT MODEL TENDER DOCUMENT FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AS PER MSW RULES 2000.

ANNEXURE - 8

Details of Works of similar type and magnitude carried out by the Tenderer (last 3 years)

Name of the Tenderer :

S. No.	Name of Work	Type of Work	Name of Department & Address	Cost of Work	Date of Starting	Stipulated date of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								

ANNEXURE - 9

**List of Works in Hand as on the date of submission of this Tender**

Name of the Tenderer :

S. No.	Name of Work	Name of Department & Address	Work in Hand		Anticipated date of completion	Remark
			Tender Cost	Cost of Remaining Work		
1	2	3	4	5	6	7

**List of relevant plant and machinery**

Name of the Tenderer :

S. No.	Name of equipment	No. of units	Kind and make	Capacity	Age & Conditions	Present Location	Remarks
1	2	3	4	5	6	7	8
A)	Immediately available						
b)	Proposed to be procured for the work						

**Details of Technical Personnel available with the Contractor**

Name of the Tenderer :

<b>S. No.</b>	<b>Name of Work</b>	<b>Technical Qualification</b>	<b>Whether Working in field or in office</b>	<b>Experience of execution of similar Works</b>	<b>Period for which the person is working with the tenderer</b>	<b>Remarks</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

**ANNEXURE -12**

**SAMPLE FORM OF Affidavit on Non Judicial Stamp Paper of Rs. 100/-**

I / We hereby solemnly state that we have no partnership with or any share with official and

Corporator of MUNICIPAL CORPORATION NAME OF CITY in our company and are not associated presently or in the past with any of the office bearers or Corporator of the MUNICIPAL CORPORATION NAME OF CITY, either directly or indirectly.

We are aware that the above information if found to be untrue or false, we shall be liable to be disqualified and the Earnest Money accompanying the Tender shall stand forfeited to the MUNICIPAL CORPORATION NAME OF CITY. We are also aware that if the information produced above is found to be untrue or false during the Contract Period, we shall be held to be in default and the Contract, if any awarded to us, shall be terminated with all its concurrences.

Tenderer ..... Address

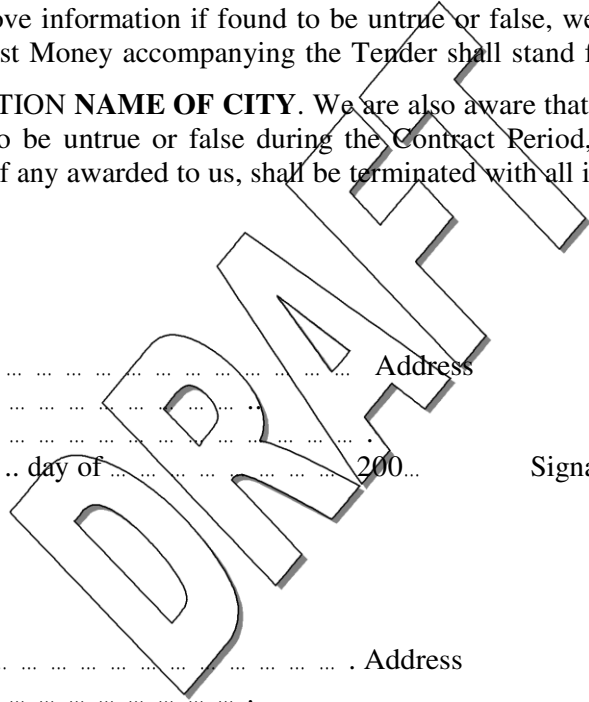
Date the ..... day of ..... 200...

Signature of Tenderer

Witness ..... Address

Date the ..... day of ..... 200...

Signature of Witness



TENDER DOCUMENT FOR COLLECTION &  
TRANSPORTATION OF MSW IN  
NAME OF CITY

**CONTRACT PACKAGE NO.**

.....

**Dated** .....

**SECTION II**  
**CONDITIONS OF CONTRACT**

## ***SECTION – II***

### **CONDITIONS OF CONTRACT**

**Section II. - Conditions of Contract**

<b>A</b>	<b>General</b>	
	<b>1</b>	<b>Definitions</b>
	<b>2</b>	<b>Interpretation</b>
	<b>3</b>	<b>Language and Law</b>
	<b>4</b>	<b>Notice</b>
	<b>5</b>	<b>Delegation</b>
	<b>6</b>	<b>Communications</b>
	<b>7</b>	<b>Subcontracting</b>
	<b>8</b>	<b>Other Contractors</b>
	<b>9</b>	<b>Personnel</b>
	<b>10</b>	<b>Contractor's Risks</b>
	<b>11</b>	<b>Employer's Risks</b>
	<b>12</b>	<b>Insurance</b>
	<b>13</b>	<b>Indemnities</b>
	<b>14</b>	<b>Contractor to Provide the Service</b>
	<b>15</b>	<b>The Service/Operation to be Comprehensive during Contract Period</b>
	<b>16</b>	<b>Approval of Contractor's Methodology and Work Programme</b>
	<b>17</b>	<b>Safety</b>
	<b>18</b>	<b>Discoveries</b>
	<b>19</b>	<b>Handing Over of Service Area</b>
	<b>20</b>	<b>Access to the Site</b>
	<b>21</b>	<b>Employer's Responsibilities</b>
	<b>22</b>	<b>Operator's/Contractor's Responsibilities</b>
	<b>23</b>	<b>Dispute</b>
<b>B</b>	<b>Time Control</b>	
	<b>24</b>	<b>Work Programme</b>
	<b>25</b>	<b>Extension of the Intended Completion Date</b>
	<b>26</b>	<b>Suspension of Operation/Service</b>
	<b>27</b>	<b>Management Meeting</b>
<b>C</b>	<b>Quality of Services</b>	
	<b>28</b>	<b>Identifying Defects</b>
	<b>29</b>	<b>Correction of Defects</b>
	<b>30</b>	<b>Uncorrected Defects</b>
<b>D</b>	<b>Cost Control</b>	
	<b>31</b>	<b>Payment Certificates</b>
	<b>32</b>	<b>Payments</b>
	<b>33</b>	<b>Compensation Events</b>
	<b>34</b>	<b>Tax</b>
	<b>35</b>	<b>Retention</b>
	<b>36</b>	<b>Liquidated Damages</b>
	<b>37</b>	<b>Securities</b>
	<b>38</b>	<b>Cost of Repair</b>
<b>E</b>	<b>Completion of Contract</b>	
	<b>39</b>	<b>Completion</b>
	<b>40</b>	<b>Taking Over</b>
	<b>41</b>	<b>Final Account</b>
	<b>42</b>	<b>Termination</b>
	<b>43</b>	<b>Payment upon Termination</b>
	<b>44</b>	<b>Joint and Several Liability of Joint Venture Partners</b>
	<b>45</b>	<b>Payment of Commission, Gratuities, Rebates, Gifts</b>
	<b>46</b>	<b>Site Complaints Centres</b>



DRAFT MODEL TENDER DOCUMENT FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AS PER MSW RULES 2000.

47	<b>Contractor to Provide for all Tools, Plants, Machinery, Equipments and Manpower</b>	
48	<b>Storage of Equipments and Parking of Vehicles</b>	
49	<b>Operation and Maintenance of Equipments</b>	
50	<b>Littering of Waste on Public Streets, Roads, Parks and Public Places</b>	
51	<b>Safety, Security and Protection of the Environment</b>	
52	<b>Protection of Trees and Vegetation</b>	
53	<b>Fire Prevention</b>	
54	<b>Interference with Traffic &amp; adjoining properties</b>	
55	<b>Transport of Contractor's Equipments or Temporary Works</b>	
56	<b>Clearance of Contractors Facilities</b>	
57	<b>Fair Wages</b>	
58	<b>Protective Clothing and Footwear</b>	
59	<b>First Aid Service</b>	
60	<b>Health and Pests</b>	
61	<b>Supply of Drinking Water, Sanitation</b>	
62	<b>Festivals and Religious Customs</b>	
63	<b>Disorderly Conduct</b>	
64	<b>Records of Labour and Accidents</b>	
65	<b>Public Awareness and Information Display</b>	

## **SECTION II. - CONDITIONS OF CONTRACT**

### **A. GENERAL**

#### **1. DEFINITIONS**

- 1.1** Terms for the purpose of execution of the contract are defined in the condition of the contract. Capital initials are used to identify defined terms. The **Acceptance** is the date when the Contract came into existence upon receipt by the Contractor of the **Letter of Acceptance** issued by the Employer.

The **Commencement Date** means the date when the Operator shall commence its Operations.

The **Commissioner** means Commissioner of MUNICIPAL CORPORATION NAME OF CITY.

The **Compensation Events** are those defined in Clause 34 hereunder.

The **Competent Authority** is the Person or Persons appointed by the employer/Council and notified to the operator, who shall be responsible for supervising the Operator, administering the Contract, certifying payments due to the Operator, and awarding extensions of time. The Council may also appoint any Person or Persons to assist the Competent Authority and provide project management Operations for this Contract. Any Person or Persons appointed by the Council to carry out the responsibilities of the Competent Authority and assist it, shall be termed as the "Competent Authority's Representative".

The **Completion Date** is the date when the Employer notifies the Contractor that the contract period is over.

The **Contract** is the contract between the Employer and the Contractor.

The **Contract Data** defines the documents and other information given under this section which comprises the Contract.

The **Contract Period** means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the Commencement Date and terminates on the Completion Date or the Termination Date, as applicable.

The **Contractor** is a person or corporate body whose bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the Comprehensive bidding document submitted by the Contractor to the Employer.

The **Council** means MUNICIPAL CORPORATION NAME OF CITY or NAME OF ULB.

The **Chief Executive Officer** means the Chief Executive Officer of Name of City Municipal Corporation, for the time being holding that office and also its successor and shall include any officer authorized by it. The Chief Executive Officer shall, subject to the provisions of relevant sections of the Acts applicable, act as the employer's / Council's representative for the purposes

of this Contract.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

The **Customers** means the citizen of MUNICIPAL CORPORATION NAME OF CITY and the industrial units and other customers within the Service Area receiving Service by means of the operations of the Facilities and/or System.

**Days** are calendar days; **Weeks** are calendar weeks; **Months** are calendar months.

The **Debris** means building material, sludge, desilting material, excavated material, rags, rubbish etc.

The **Defect** is any part of the services not provided/satisfactorily provided in accordance with the Contract.

The **Defect Notice Period** is the period stated in the condition of contract within which the Employer may notify the Contractor of a Deficiency pursuant to Clause 30.

The **Defects Correction Period** is suitable time period from the time of receipt of information by the Contractor of the Employer's notice to correct any Defects in the work pursuant to Clause - 30.

The **Dry Garbage** means any recyclable garbage consisting of plastic, metal, thermacol, foam, glass, Rexene, battery cells, paper, cloth, etc. and as defined by the MSW Rules, 2000.

The **Employer means NAME OF ULB which** is the first party who will employ the Contractor/Operators to carry out the Works.

The **Equipment** is the Contractor's machinery and vehicles brought to the service area for collection and transportation of Waste/Silt etc.

The **Facilities** means all utilities and structures constructed within the Service Area responsible for effective delivery of service/operation as per contract provisions.

The **Good Operating Practices** means the standards, practices, methods and procedures as practiced in India and conforming to all technical requirements, law, directive, clearances and the requirements of any Authority and that degree of skill, diligence, prudence and foresight which would reasonably be expected from a skilled, prudent and experienced Operator, engaged in the same type of undertaking under the same or similar circumstances as the Operator pursuant to this Contract.

The **Household** means family catered by one kitchen. In case of Hostels, eating joints every individual will be considered a household.

The **Health Officer** means medical officer( Health) posted as Chief/Senior Health Officer / Health Officer in the Zone.

The **Initial Contract Price** is the Contract Price at the date of the Employer's written acceptance

of the Bid.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall Comprehensive the obligation under the contract. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

The **Law** includes any constitutional provision, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.

**The lead** means one site distance from work place to dumping site.

The **Letter of Acceptance** means the document from the Council addressed to the Operator indicating acceptance of the Contract Price and its acceptance of the Operator as the preferred Party to carry out the Operations under this Contract.

The **Mayor** means Chairman of MUNICIPAL CORPORATION NAME OF CITY.

The **MSW** means any municipal solid waste/garbage/debris/silt/seasonal waste generated within the Service Area on daily basis. The biomedical waste and industrial waste are excluded from the definition of MSW.

The **Notice to Proceed** is the notice issued by the Employer to the Contractor to proceed with operations and services. Whenever possible the Notice to Proceed will be issued by the Chief Executive Officer immediately upon signing of the Contract, or as soon thereafter as is feasible considering the availability of the Site and other relevant factors.

The **Operations** means the maintenance of the Facilities and/or System including manning, operating, inspection, repair, redress of complaints and other operations required for fulfilling the Operator's obligations under the Contract.

The **Operator** means contractor, and its legal successors in title, but not (except with the consent of the Council) any assignee, whose Bid to carry out the Operations has been accepted by the Council.

The **Operating Year** means each successive period, the first such period commencing on the date on which the operations period commences and ending three hundred and sixty-five (365) days later, and each subsequent period commencing on the expiration of the previous period and ending at the end of the duration mentioned above.

The **Party** means either the Council or the Operator; one of the parties to this Contract, and "Parties" means both the parties to this Contract.

The **Person** means any natural person, firm, Council, company, voluntary association, partnership, joint venture, trust, incorporated organization, unincorporated organization, Authority or other entity, having legal capacity to sue and be sued in its name.

The **Residents** means all habitants of the area including but shall not be limited to residents/hotels and restaurants / shopkeepers / establishments / institutions including community places, open spaces, unoccupied houses etc./ industrialists and all such

persons who are responsible for generation of Municipal Solid Waste.

The **Sanitary lanes** means small lanes between two houses .These are generally narrow in width and are filled with garbage.

The **Security Deposit** means the deposit provided by the Operator, as a performance guarantee under this Contract.

The **Service Area** means in relation to Operations under this Contract, the area covered by the existing Facilities and/or System and as indicated in the Appendices to the Contract, which in this case is whole of the **MUNICIPAL CORPORATION NAME OF CITY**.

The **Site handing over Date** is the date upon which the Employer shall give possession of all parts of the Site to the Contractor.

The **Start Date** is the date when the Contractor can commence work on the Contract.

A **Subcontractor** is a person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract.

The **Successor Operator** means the Council and any Person appointed by the Council to become the Operator of the Facilities and/or System following the Termination Date or Completion Date, as the case may be.

The **Tax** means the Indian Tax, duty, levy, service charge and other charges whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for providing the conservancy and sanitation services in the area.

The **Termination Date** means the date on which the Contract is terminated by way of defaults of either the Council or the Operator, or as a result of a Force Major event, or as indicated in these Conditions of Contract

A **Variation** is an instruction given by the Employer which varies the scope of services. The **Wet Garbage** means any biodegradable garbage consisting of vegetable waste, food waste, garden waste, coconut shells, wood pieces, egg shells, bones, flesh, used cotton, dust, etc. and as defined by the MSW Rules, 2000.

The **Works** means the operation and services in service area as per the scope of work in this tender.

## 2. INTERPRETATION

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female, and vice versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.
- 2.2 The documents forming part of the Contract shall be interpreted in the following order of

priority:

1. The Signed Form of Agreement
2. The Letter of Acceptance
3. The Contractor's Bid, Appendix to Bid, and the Schedules
4. The Conditions of Contract
5. The General Requirements & Scope of Work

### 3. LANGUAGE AND LAW

- 3.1 The language of the Contract is English/Hindi and the law which shall govern the conduct of the Contract and according to which the Contract shall be construed is that in force in the State of **Name of State**, India.

### 4. NOTICE

- 4.1 Any notification under this Contract shall be served on the party concerned when received by telex, fax, hand delivery, courier delivery, or registered post letter at the addresses provided below:

Address of the Contractor:

Name:

Address:

\_\_\_\_\_ Address

of the Employer's representative:

Commissioner

**MUNICIPAL CORPORATION NAME OF CITY**

Telex No. ....

Fax No.

### 5. DELEGATION

- 5.1 The Chief Executive Officer or any other competent person appointed by the Employer and notified to the Contractor, is designated by the Employer to represent the Employer in all dealings with the Contractor concerning the operation/service, including administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensation Events. So far in this case the Commissioner (**NAME OF ULB**)Commissioner(Headquarter)/commissioner( health)/health officer (**NAME OF ULB**) are competent officers.
- 5.2 The Contractor shall designate in writing to the Employer a representative, to be its representative in all dealings with the Employer concerning the work.

### 6. COMMUNICATIONS

- 6.1 Communications between parties which are referred to in the conditions are effective.
- a. For day to day works complaints and compliance by wireless, mobile, phone etc. (Rent of wireless set if provided by **NAME OF ULB** shall be borne by the contractor.
  - b. For important matters a written communication will be sent.

**7. SUBCONTRACTING**

7.1 If the Contractor causes any part of the operation/service to be performed by a Subcontractor, the provisions of this Contract shall apply to such Subcontractor or his employees as if he or it were employees of the Contractor and the Contractor shall be liable for the operation/service of the Subcontractor.

**8. OTHER CONTRACTORS**

8.1 The Contractor is to cooperate and share the service area with other contractors, public authorities, utilities and the Employer.

**9. PERSONNEL**

9.1 The Contractor shall provide details of the key personnel proposed for administration, and execution of the Contract, and shall Comprehensive the following Schedule of Key Personnel which summarizes their qualifications and experience. The Contractor shall attach bio-data in support of his proposal. Engagement of the proposed personnel will be subject to the Employer’s approval, and in case the Employer does not approve any of the proposed personnel the Contractor will be required to provide a replacement with equivalent or better qualifications, abilities and relevant experience.

**Schedule of Key Personnel**

<b>Position</b>	<b>Job requirement</b>	<b>Name</b>	<b>Qualification</b>	<b>Total Years of Experience</b>
Manager	For overall supervision and control			
Site Supervisors	For overseeing the field work			

9.2 If the Employer asks the Contractor to remove any of its or its Subcontractor's personnel and states his reasons, the Contractor is to ensure that such personnel leaves the Site and has no further connection with the work.

**10. CONTRACTOR'S RISKS**

10.1 Except as provided in Clauses 11 and 13, the Contractor shall be responsible for all risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of its performance of the Contract.

**11. EMPLOYER'S RISKS**

11.1 The Employer shall be responsible for excepted risks which are (a) insofar as they directly affect the execution of the work in the Employer's country, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

## **12. INSURANCE**

**12.1** (a) The minimum amount of Third Party Liability insurance cover shall be Rs 1,00,000 (Rupees one Lakhs only) per occurrence or event, with the number of occurrences not less than four. The Contractor shall promptly notify the Employer of each claim made under the Third Party Liability coverage, and shall renew the Third Party Insurance after each such occurrence in order to maintain the number of covered occurrences at not less than four.

**12.2** The minimum coverage against damage to the facility and materials during operation of the contract shall be Rs. 1,00,000 (Rupees One Lac only). Limiting the Contractor's liability pursuant to Clauses 10 and 13, the following insurance cover is to be provided and maintained by the Contractor in the joint names of the Employer and the Contractor for the period from the Start Date to the end of the Contract Period.

**12.3** Third party liability in an amount for any one claim or series of claims arising out of any one accident or event;

- (a) adequate workmen's compensation and/or employer's liability insurance which complies with applicable legislation;
- (b) adequate automobile public liability and property damage insurance

**12.4** Policies or certificates of insurance are to be produced by the Contractor to the Employer for approval before the Start Date and subsequently as the Employer may require.

**12.5** The Employer shall be given 30 days advance notification in the event of cancellation or change in any part or all of said insurance policies.

## **13. INDEMNITIES**

**13.1** Each party shall be liable for and indemnify the other Party against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.

**13.2** Notwithstanding Clause 13.1 above, the Contractor shall be solely responsible for and shall indemnify and hold harmless the Employer from and against all claims, liabilities and costs of action in respect of injury to or death of any person in the employment of the Contractor or any of its Subcontractors.

**13.3** The Contractor shall indemnify and hold the Employer harmless against all third-party claims of infringement of industrial design or intellectual property rights arising from the use or provision of the works, including any Plant, machinery or equipments or any part thereof.

## **14. CONTRACTOR TO PROVIDE THE SERVICE**

**14.1** Contractor is to provide the services as specified in the scope of work.

## **15. THE SERVICE/OPERATION TO BE OPERATED DURING CONTRACT PERIOD**

**15.1** The contract period shall be for a period of 60 (sixty) months from the date of start, which is extendable up to 84 months with mutual consent.



## **16. APPROVAL OF THE CONTRACTOR'S METHODOLOGY AND WORK PROGRAMME**

- 16.1** The Contractor shall submit timing, methodology and work program, which he proposed to adopt in order to provide efficient and satisfactory level of operations/services for the following:
- (a) Door to door collection, of MSW in wet and dry category from Houses, shops and establishments, and other institutions.
  - (b) Lifting and transportation of garden waste and tree branches.
  - (c) Any other services not specifically mentioned above but required to keep the area clean.
  - (d) Lifting transportation and unloading of waste to the identified disposal ground site.
  - (e) Maintenance of all bins and collection depots in absolutely spick and span condition. Advertising rights on bins and collection depots walls shall be with the contractor.
  - (f) Operation, Maintenance of all vehicles/ machinery provided by **NAME OF ULB**.
- 16.2** Any additional vehicles / machinery needed shall be purchased /hired by contractor.
- (a) Workshop and parking space to be provided by **NAME OF ULB**.
  - (b) Collection of waste coming from street sweeping and drain cleaning which is done by the municipal staff, which will be handed over to contractor at pre determined location.

## **17. SAFETY**

- 17.1** The Contractor is responsible for the safety of all its activities on the Site.

## **18. DISCOVERIES**

- 18.1** Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the competent authority. The Contractor shall notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

## **19. HANDINGOVER THE SERVICE AREA**

- 19.1** The Employer shall handover the service area /workshop land to the contractor before the intended start date.

## **20. ACCESS TO THE SITE**

- 20.1** The Contractor shall allow any person authorized by the Employer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

## **21. EMPLOYER'S RESPONSIBILITIES**

- 21.1** The Employer shall be responsible for procuring, obtaining and maintaining Clearances, provided however that the Operator shall be responsible for maintaining the

conditionality of any such clearance, if such maintenance falls within the purview of the Operator.

- 21.2 ULB shall make sure that** before starting of rainy season in every year, ULB has to ensure that proper roads & slippers, surface drains & access roads to be checked in proper manner to avoid any delays or failure of dumping ground
- 21.3** The Competent Authority shall supervise the Operator's Operations at all times and notify the Operator of any defects that are found. Such checking shall not affect the Operator's responsibilities. If the Operator has not corrected a defect within the time specified as per Clause 3.2 of section - II in the Competent Authority's notice, it shall proceed as per Section 31.
- 21.4** The ULB shall be responsible for:
- (a) Signing of land lease agreement with contractor for workshop and parking land at free of cost.
  - (b) Operation and maintenance of the dumping ground to ensure motorable roads inside the dumping ground
  - (c) To ensure each vehicle trip does not spend more than 30 minutes inside the dumping ground for the purpose of unloading the garbage inside the dumping ground,
  - (d) To ensure Waste coming from street sweeping, drain cleaning should reach the near by waste collection centre / bin/pre determined transfer points.
  - (e) Provide required workshop / parking area to contractors free of cost. In case land is not available, ULB shall incur rental charges as per actual/ mutually agreed by the owner of the land, concessionaire and the ULB.
  - (f) To ensure 24 Hours NOC is issued for all vehicles deployed in the project from concerned traffic department.

## **22. OPERATOR'S/CONTRACTOR'S RESPONSIBILITIES**

- 22.1** Operator shall provide all services and operations as given under scope of work as per the requirement and provisions of MSW Rules 2000.
- 22.2** The operator shall have to provide sufficient manpower, machinery, equipments etc. The machinery and equipment shall have to be so designed so that these are in accordance with MSW rules 2000. The specification designs of all equipment/machineries etc. are required to be approved from the Employer before start of using.
- 22.3** The vehicles/machineries to be used shall be got registered, insured and declared fit by the respective competent authority of **Name of City** .
- 22.4** The Operator shall not modify or alter any Operations without prior written permission of the Competent Authority.
- 22.5** The Operator shall carry out its Operations, so far as compliance with the requirement of the Contract permits, so as not to interfere unnecessarily or improperly with the convenience of the public.
- 22.6** Carrying out its Operations, and shall be fully responsible for carrying out the Operations in a safe and secure manner, consistent with the law of the land, laws and regulations and directives of any Authority and permissions.
- 22.7** The Operator shall be responsible for the safety of all its activities & its personal on the Site and shall be absolutely and solely responsible for any and all kinds of injuries or damages to person and property of any description whatever may be caused by or result from the Operations carried out, whether these may have been carried out skillfully and carefully and strictly in conformity with the provisions of the specifications or not.
- 22.8** All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the service area shall, as between the Council and the Operator, be deemed to be the absolute property of the competent authority.

The Operator shall take reasonable precautions to prevent its workmen or any other persons from removing or damaging any such article or thing and shall, immediately upon discovery thereof and before removal, acquaint the Competent Authority of such discovery and carry out the Competent Authority's instructions for dealing with the same.

- 22.9** The operator shall be responsible for deposition of all taxes required during as per the law of the land the execution of this contract. Any new tax's imposed by the Govt after the bid submission date shall be reimbursed by ULB as per actuals.

## **23. DISPUTES**

- 23.1** Employer's Decision: If any dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the operations/services or after their completion, and before or after repudiation or other termination of the Contract, including any dispute as to:

- a. The meaning of the instructions herein before mentioned,
- b. The quality of the services rendered,
- c. Any opinion, instruction, determination, certificate or valuation of the **Employer**, or
- d. Any other question, claim, right matter or anything whatsoever in any way arising out of or relating to the contract, instructions, conditions, orders or the failure to execute the same,

The dispute shall, in the first place, be referred in writing to the **Commissioner, NAME OF ULB** who has jurisdiction over the operations/services specified in the Contract, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. Not later than 28 (twenty eight) day after the day on which he received such reference, the **Commissioner, NAME OF ULB** shall give written notice of his decision to the Contractor. Such decision shall state that it is made pursuant to this Clause. Subject to the other forms of settlement hereinafter provided, the **Employer's** decision in respect of every dispute or difference so referred shall be final and binding upon the Contractor. Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence and the Contractor shall give effect forthwith to every such decision of the **Employer's** until or unless the same shall be revised in an amicable settlement or as hereinafter provided.

- 23.2** Remedy when the Chief Employer's Decision is Not Accepted: If the Contractor be dissatisfied with any decision of the Employer, or if the Employer fails to give notice of his decision on or before 28 (twenty eight) days after the day on which he received the reference, then the Contractor may, on or before the twenty eighth day after the day on which he received the notice of such decision, or on or before the twenty eighth day after the day on which the said period of 28 days expired, as the case may be, give notice to the Employer, of his intention to commence arbitration for settlement of the dispute. If the Employer has given notice of his decision as to a matter in dispute to the Contractor and no written notice to commence arbitration has been given by the Contractor on or before the twenty eight day after the day on which the contractor received notice as to such decision from the Employer, the said decision shall become final and binding upon the Contractor.

- 23.3 Amicable Settlement:** Where notice of intention to commence arbitration has been given in accordance with Sub-Clause 23.4, arbitration shall not be commenced unless an

attempt has first been made by the parties to settle the dispute amicably. Provided that, unless the parties otherwise agree, arbitration may be commenced on or after the fifty-sixth day after the day on which the notice of intention to commence arbitration was given, whether or not any attempt at amicable settlement thereof has been made.

**23.4 Arbitration:** Any dispute in respect of which:

- a) the decision, if any, of the Employer has not become final and binding pursuant to Sub-Clause 23.2, and
- b) amicable settlement has not been reached within the period stated in Sub- Clause 23.3, shall be finally resolved by arbitration as per the procedure given in Clause 23.5

**23.5 Sole Arbitration** The contract shall be referred to the sole arbitration, which in this case is Secretary Local Self Government. Govt. of **Name of State**. The arbitration will take place in accordance with Indian Arbitration and Conciliation Act 1996 and the arbitration will take place at **Name of City** . Arbitration may be commenced prior to or after completion of the completion of contract, provided that the obligations of the Employer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the contract.

**23.6 Contractor to Execute Operation/Service Pending Settlement:** Whether the dispute is referred to the Employer, to amicable settlement, or to the law courts, as the case may be, the Contractor shall, unless the Contract has been repudiated or terminated, proceed to execute and Comprehensive the Works with all due diligence pending settlement of the said dispute or differences.

## **B. TIME CONTROL**

### **24. WORK PROGRAMME**

**24.1** The Contractor shall submit the Work Programme within 14 (fourteen) Days from the date of signing of concession agreement. The following information is required to be submitted in the work programme:

- (a) records of personnel and Contractor's Equipment on Site;
- (b) Timing of collection of waste from residences/private premises and transportation of waste to disposal site.
- (c) Location of collection centres
- (d) Location and address of place chosen for establishing complaint centres
- (e) Methodology proposed to be deployed for collection and transportation of wastes.
- (f) Location and address of place chosen for storing of the equipment and parking of vehicles after day's work.
- (g) Details of proposed infrastructure old and new.

**24.2** In case Employers feels that some changes are needed in the methodology of working, in the working hours or in the area to be covered under each beat, the same shall be carried out if mutually agreed.

**24.3** The Employer's approval of the programme or an updated programme does not alter the Contractor's obligations under the Contract.

**25. EXTENSION OF THE INTENDED COMPLETION DATE**

**25.1** The Employer and the Contractor may agree to extend the Intended Completion Date from 5 years to 5 years if work is found satisfactory with mutual consent and agreed terms and condition between the Employer and Contractor. The tipping fee escalation clause shall be applicable for extension period as well.

**26. SUSPENSION OF OPERATION/SERVICE**

**26.1** Employer may at any time by written notice to the Contractor suspend further performance of the operations/services, whereupon the Contractor shall suspend further performance of the operations/services to the extent specified and shall properly ensure and protect all operations/services in progress. Such suspension shall not exceed more than three (3) consecutive days each or aggregate more than thirty days (30) days in contract period. The Employer may at any time give notice of resumption of the suspended operations/services, in whole or in part, whereupon the Contractor shall resume its performance of that portion of the operations/services.

**27. MANAGEMENT MEETINGS**

**27.1** Either the Employer or the Contractor may require the other to attend a management meeting.

**C. QUALITY OF SERVICES**

**28. IDENTIFYING DEFECTS**

**28.1** The Employer shall check the Contractor's work and notify the Contractor of any deficiencies which are found. Such checking does not affect the Contractor's responsibilities.

**29. CORRECTION OF DEFECTS**

**29.1** The Employer shall inform to contractor by any means of communication about any defects.

**29.2** Every time information of a Defect is given, a Defects Correction Period for the notified Defect begins. The Contractor shall correct the notified Defect within the Defects Correction Period at no cost to the Employer. The length of the Defects Correction Period is as under.

(a) Lifting of small dead animals except cow, buffalo, ox, horse, elephant, camel, bull within 2 hrs.

(b) Removal of garbage from bins : within 24 hrs.

(c) Other defects: as informed by the Employer's representatives.

**29.3** The Contractor shall correct Defects which he notices himself before the end of the Defects Notice Period.

**29.4** If the contractor corrects the defects after expiry of defects notice period as mentioned in Clause 29.2, he is liable to pay liquidated damage as per Clause - 37.1.

**29.5** The Employer shall certify that all Defects have been corrected. If the Contractor considers that correction of a Defect is not essential he can request the Employer to submit a quotation for the corresponding reduction in the Contract Price.

**30. UNCORRECTED DEFECTS**

- 30.1** The Employer may arrange for a third party to correct a Defect if the Contractor has not corrected even after expiry of the defect correction period at the Contractor's cost.
- 30.2** The Employer shall give the Contractor at least 2 days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within this period, the Employer may have the Defect corrected by the third party. The cost of the correction will be deducted from running bills of the Contract Price as per Clause 37.4.

## **D. COST CONTROL**

### **31. PAYMENT CERTIFICATES**

- 31.1** The Contractor shall submit monthly statement of his bill to Health Officer /executive engineer **NAME OF ULB**.
- 31.2** The Health Officer /executive engineer of the **NAME OF ULB** shall check the Contractor's monthly statement within 3 days and certify the amount to be paid to the Contractor and the bill shall be forwarded to the concerned department, **NAME OF ULB** for the payment.
- 31.3** The Commissioner shall deduct liquidated damages levied in the month under billing or other liquidated damages levied in previous months but not recovered.
- 31.4** Deductions from the Payment will be made towards Income Tax, Sales Tax, Turnover Tax, Service Tax and Royalties etc. As per provisions of the statutory authorities, in force from time to time in the State of **Name of State**. The contractor is expected to include all such charges at the time of bidding submission. Any new tax's, increase in such tax's imposed/ applicable during the contract period shall be reimbursed by ULB as per actuals after submitting the proof of the same.
- 31.5** Incase ULB decides to appoint an independent engineer to monitor the project performance and contractor work, ULB shall inform contractor to report them and get their monthly bills verified by Independent engineer. The cost for Independent engineer shall be borne by ULB.

### **32. PAYMENTS**

- 32.1** The Employer is to pay the Contractor the amounts certified within 21 working days of the date of submission of bill. There will be SBI PLR interest applicable on outstanding payment, if ULB did not pay the contractor in within the specified time (i.e. 21 days from the date of submission of bill).
- 32.2** ULB should make sure that minimum 6 months payments shall be kept in escrow account of ULB so that monthly payments to contractors can be made on timely manner for the sake of project.
- 32.3** Incase of failure of dumping ground/landfill site; due to which vehicle could not able to unload the waste on time at site or any reason which is beyond the control of contractor (bharat band/political event/dumping ground failure), there will be a minimum assured tonnage payment shall be paid by ULB. Minimum assured tonnage payment will be 75% of the Assured Tonnage per day assumed at the time of bid submission. Quantity of garbage is assumed to increase 5% every year. The escalation of minimum assured tonnage will be as per the same. The maximum time of unloading of one vehicle will be 30 minutes (in-out time) shall be considered. The dumping ground failure condition shall be approved by a committee comprising of authorized representative of concessionaire, Health officer and a senior officer from accounts department of the ULB. Such compensation shall be part of monthly bill processing.
- 32.4** Weigh bridge slip shall be issued by the weigh bridge operated/ maintained by ULB at the dumping site. Cost of the weigh bridge and other related expenditures shall be bourne by ULB. ULB shall appoint authorized representative at the weigh bridge on 24 hr basis for approval of weigh bridge slips. The approved slips shall become part of the monthly bill submitted by the concessionaire. Separate weigh bridge shall be provided for both IN and OUT vehicles to ensure maximum 30 minutes waiting at the dumping ground per vehicle trip. In case of break down of weigh bridge manual weigh bridge slips or average weight shall be considered for payment purpose.

**32.5** Yearly escalation on the tipping fee shall be minimum 5% year on year (to meet the hike in manpower salaries, electricity charges, Tools & Plant cost, spare parts cost etc). Increase in fuel cost is not included in the above escalation.

**32.6** Fuel escalation ; Any increase in fuel cost by the oil companies shall be considered for separate escalation on the tipping fee which will be applicable from the first day of the next month of such increase date. Formula applicable will be The unit rate will be adjusted for inflation in diesel prices only. The tipping fee will be increased by 1% for every 5% increase in the official retail price of diesel at the existing petrol pump in City. The price adjustment will be effective from the first day of the next calendar month following the increase in retail price.

**32.7 No user charge collection would be permitted to be collected for the door-to-door collection of MSW**

32.6 The maximum distance from centre (xxxxxx location) of the city to the dumping ground is calculated as xx kms. In case of change in the dumping ground location and if the distance is higher, then the distance escalation formula shall be applicable to calculate revised tipping fee. Formula is given as follows;

$$\Delta TFR_p = 0.004 \times \Delta D \times TFR_p$$

Where:

$\Delta TFR_p$  = Additional Tipping Fee Due to Change in Average Travel Distance Due to Change of Designated Site From the Present

Designated Facility,

$\Delta D$  = Increase in Average Travel Distance; Due to Change in Designated Site from the Present Designated Facility,

$TFR_p$  = Prevailing Tipping Fee Rate

For the purpose of calculating the change in Average Travel Distance, the .....(name of place) shall be treated as the central point for the city. The change in Average Travel Distance shall be computed as the Difference in the Actual Travel Distance between the .....(name of place) to the Dumping ground and the Central Points of the zones to the new designated facility.

For the purpose of this RfP, the Average Travel Distance for the .....is considered as .....Kms (Distance between the .....at ..... and the dumping ground ).

The Concessionaire shall be paid for the quantity i.e. per tonne of MSW/Waste received at dumping ground site, or any other designated site as decided & communicated by ULB.

Note:

**1.** *The Additional Tipping Fee will be paid only for the waste actually transported to the new location. In case a part of the waste is continued to be accepted at the original designated landfill facility/ processing facility, no additional tipping fee will be paid on that component of the waste.(e.g. if 100 ton of waste is collected, out of which 40 tons*



*goes to the existing site and 60 tons goes to the new site. Additional tipping fee will be paid only the 60 tons which is going to the new site).*

### **33. COMPENSATION EVENTS**

**33.1** The following are Compensation Events unless they are caused by the Contractor:

- (a) Force majeure, including but not limited to war, riots, civil insurrection, fires, floods and earthquakes.

### **34. TAX**

**34.1** The price quoted by the concessionaire at the time of bidding shall be inclusive of all tax's applicable as on date of submission. Any increase in tax's or any new tax imposition during the contract period by the ULB, state Govt or central Govt departments shall be re imbursed by ULB as per the actual after submission of documentary evidence any such notification.

### **35. SECURITY**

**35.1** The proportion of payments retained as security from running payment shall be 2% (two percent) of the gross amount of the bill. If the Performance security is deposited at the time of signing of concession agreement, then no deduction will be made from the monthly bills.

**35.2** On Completion of the whole of the contract, if Employer is satisfied that during the contract period no damage is caused to any public facility as a result of operation of the contract by the Contractor or any of his employee and work has been satisfactory as per the document then total amount retained shall be repaid to the Contractor on completion of the contract. If the performance security deposit was submitted by the concessionaire, then the same shall be released with 30 days of completion of contract period without any interest.

**35.3** A security deposit shall be provided to the Employer in accordance with the clause 42 of section - I and shall be issued in a form as per annexure - 1.

**35.4** If there is no reason to call the performance security, the security deposit shall be returned to the Contractor within 30 days of the contract completion period.

**35.5** The Employer shall notify the Contractor of any claim made against the institution issuing the performance security.

**35.6** The Employer may claim against the surety if any of the following occurs for 14 days or more:

- (a) the Contractor is in breach of the Contract and the Employer has notified him that he is, and
- (b) The Contractor has not paid an amount due to the Employer.
- (c) The Contractor has not corrected a defect as informed by the Employer. The contractor has not extended the validity of securities and insurance cover within required time limit.

### 36. LIQUIDATED DAMAGES

**36.1** The contractor shall pay liquidated damages (Wherever applicable) to the Employer at the rates per day stated in the following table. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities:

(a)	Non removal of waste from any of the secondary collection center/container.	Rs. 100/- per day per collection center
(b)	Dumping of waste, and building rubbish to any other place other than the designated disposal site	Rs. 500/- per trip
(c)	Non removal of waste from any of the private premises on complaint	Rs. 50/- per premises per day
(d)	Non establishment of compliant Center	Rs. 5000/- per month
(e)	Non-coverage of slum Areas	Rs. 100/- per Complaint remained unattended
(f)	Non attendance of any complaint entered in Complaint register within 24 hours other than covered a to e above.	Rs.50/-per day of complaint remained unattended. For the purpose of penalty deduction ULB shall notify Contractor in writing about the defaults and if the same is not resolved within the specified time, ULB shall impose penalty according to the defaults.

**36.2** Notwithstanding the above, the amount of liquidated damage paid by the Contractor to the Employer shall not exceed 10 per cent of the Contract Price. Eventuality of exceeding the LD beyond 10%, may lead to termination of contract.

**36.3** The following officials in the hierarchy under the Commissioner, **NAME OF ULB** shall be empowered to check the work of the contractor on day to day basis:

- a) Health Officer of the service area.
- b) Executive Engineer of area
- c) Chief Engineer of the area.

Any lapse, if found by any of these officials during their inspection of the area, they will record their findings in the Site Order Book kept at the complaint centre and in case of non- attendance of the complaint promptly, these officials will recommend for levy of Liquidated damages for the lapse notice.

**36.4** The full amount of liquidated damage levied in a month shall be recovered from the contractor's bill of that month.

### **37. COST OF REPAIRS**

- 37.1 Loss or damage to any public property between the Start Date and the end of the completion period is to be mended by the Contractor at the Contractor's cost, if the loss or damage arises from the Contractor's acts or omissions.
- 37.2 One circle office is to be regulated where S.I. of **NAME OF ULB** and one Supervisor of contractor will sit and command. Office space to be provided by Municipal Council.
- 37.3 Central control shall be house at **NAME OF ULB** premises where based complaint centre will be established by the contractor.

## **E. Completion of the Contract**

### **38. COMPLETION**

- 38.1 The Employer shall issue a certificate certifying Completion of the operation/service to the Contractor.

### **39. TAKING OVER**

- 39.1 The Employer shall take over the Services/Operations immediately after the satisfactory completion of the contract period.

### **40. FINAL ACCOUNT**

- 40.1 The Contractor shall supply to the Employer a detailed account of the total amount which he considers is payable to him under the Contract before the end of the successful completion of work. The Employer is to certify any final payment which is due to the Contractor within 30 days of receiving the Contractor's account provided it is correct and Comprehensive. If it is not, the Employer shall issue a schedule which states the scope of the corrections or additions which are necessary. The performance bank guarantee/Security deposit/withheld amount/retention money should be released to the contractor along with the final payments.

## **Article 41**

### **FORCE MAJEURE**

#### **41.1 Force Majeure**

As used in this agreement the expression ' Force Majeure '

#### **Force Majeure**

The performance by the party claiming the benefit of Force Majeure (the "Affected Party") of its obligation under this agreement and which act or event is beyond the **Force Majeure Event** shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses and respectively, if it affects reasonable control of the Affected Party, and the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

#### **41.2 Non-Political Event**

A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site or beyond design specifications for the Construction Works);

(b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project Site for a continuous period exceeding 7 (seven) days, and not being an Indirect Political Event set forth in Clause 42.3;

(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(d) any judgement or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or

(iv) exercise of any of its rights under this Agreement by the Authority and/ or ULB (only till the Construction Period);

(e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or

(f) any event or circumstances of a nature analogous to any of the foregoing.

#### **41.3 Indirect Political Event**

An Indirect Political Event shall mean one or more of the following acts or events:

(a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty four) hours and exceeding an aggregate period of 7 (seven) days in a Financial Year

(c) any civil commotion, boycott or political agitation which prevents the Concessionaire to perform its O&M and Service Level requirement for an aggregate period exceeding 7 (seven) days in a Financial Year;

(d) any failure or delay of a Contractor to the extent caused by any Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(e) any Indirect Political Event that causes a Non-Political Event; or

(f) any event or circumstances of a nature analogous to any of the foregoing.

#### **41.4 Political Event**

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of this Agreement as regards Change in Law and its effect, in financial terms, exceeds the sum specified in Clause 42.13;

(b) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire;

(c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Concessionaire to perform its obligation under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation result from the Concessionaire's or any contractor's inability or failure to comply with any condition relating to

grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

(e) any event or circumstance of a nature analogous to any of the foregoing.

#### **41.5 Duty to report Force Majeure Event**

41.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party(ies) forthwith. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 8 with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and

41.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party(ies) of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

41.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party(ies) with regular (and not less than weekly) reports containing information as required by Clause 42.5.1, and such other information as the other Party(ies) may reasonably request the Affected Party to provide.

#### **41.6 Effect of Force Majeure Event on the Concession**

41.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth for achieving Financial Close shall be extended by a period equal in length to the duration of the Force Majeure Event.

41.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs before COD, the Concession Period and the dates set forth for various project milestones shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists.

41.6.3 In case, any Force Majeure Event occurs after COD, there shall be no extension of the Concession Period however the Concessionaire shall not be required to carry out its obligations as provided in the Concession Agreement during the period in which such Force Majeure Event subsists.

#### **41.7 Allocation of costs arising out of Force Majeure**

41.7.1 Upon occurrence of any Force Majeure Event prior to the Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party(ies) any and attributable to such event and directly relating to the Project (the “Force Majeure Costs”) shall be allocated and paid as follows costs thereof.

41.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred

(a) upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party(ies) any costs thereof;

(b) upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover,

(i) if such event occurs prior to the expiry of the Constructions Period and if the costs relates to Constructions Works, one half of such excess amount shall be reimbursed by ULB to the Concessionaire

(ii) if such event occurs prior to the expiry of the Constructions Period and if the costs relates to O&M, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire;

(iii) if such event occurs prior to the expiry of the Constructions Period and if the costs relates to both Constructions Works and O&M, one half of such excess amount shall be reimbursed proportionately by the Authority and ULB to the Concessionaire and

(iv) if such event occurs after the COD, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire;

(c) upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event

(i) if such event occurs prior to the expiry of the Constructions Period and if the costs relates to Constructions Works, shall be reimbursed by ULB to the Concessionaire;

(ii) if such event occurs prior to the expiry of the Constructions Period and if the costs relates to O&M, shall be reimbursed by the Authority to the Concessionaire;

(iii) if such event occurs prior to the expiry of the Constructions Period and if the costs relates to both Constructions Works and O&M, shall be reimbursed proportionately by Authority and ULB to the Concessionaire and

(iv) if such event occurs after the COD, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire;.

For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of revenue or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

41.7.3 Save and except as expressly provided in this Article 42, neither Party shall be liable in any manner whatsoever to the other Party(ies) in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

#### **41.8 Termination Notice for Force Majeure Event**

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Parties without being liable in any manner whatsoever, save as provided in this Article 8, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Parties of such intention and grant 15 (fifteen) days

#### **41.9 Termination Payment for Force Majeure Event**

41.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 100% (Hundred per cent) of the Book

Value less Insurance Cover.

**41.9.2** If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 100% (Hundred per cent) of the Book Value less Insurance Cover.

41.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 42.2(f) (ii) as if it were an Authority Default.

**41.10 Dispute resolution**

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

**41.11 Excuse from performance of obligations**

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

**41.12 Liability for other losses, damages etc.**

Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event. Authority and ULB (during the Construction Period), and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the Additional Cost, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority and ULB (during the Construction Period), to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof,

(i) If the claim relates to Constructions Works prior to the expiry of the Constructions Period, shall be restricted to changes in law directly affecting the Concessionaire's costs of ULB shall pay the amount specified therein;

(ii) If the claim relates to O&M prior to the expiry of the Constructions Period, PMC shall pay the amount specified therein;

(iii) any claim after achieving the COD, PMC shall pay the amount specified therein; provided that if the Authority and/or ULB, as the case may be, shall dispute such

claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 42.13.1 performing its obligations under this Agreement.

**41.13.2 Reduction in costs**

If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 50 lakhs (Rupees Fifty Lakhs) and 0.5% (zero point five percent) of the Tipping Fee in any Financial Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in the decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable as but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:

Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 42.13.2 shall be restricted to under this Agreement.

**41.13.3 Protection of NPV**

Pursuant to the provisions of Clauses 42.13.1 and 42.13.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the net cash flow with respect to the Project and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow with respect to the Project is the same as it would have been if no Change in Law had occurred.

**41.13.4 Restriction on cash compensation**

The Parties acknowledge and agree that the demand for cash compensation under this Clause 42.13 shall be restricted to the effect of Change in Law during the respective Financial Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Financial Year. Any demand for cash compensation payable for and in respect of any subsequent Financial Year shall be made after the commencement of the Financial Year to which the demand pertains, but no later than 2 (two) years from the close of such Financial Year.



## **Article 42.2**

### **TERMINATION**

#### **42.2.1 Events of Default**

Event of Default shall mean either Concessionaire Event of Default or ULB Event of Default or default by each of them or any two of them as the context may admit or require.

##### **(a) Concessionaire Event of Default**

Any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default"):

- (i) The Concessionaire has failed to adhere to the Construction Requirements and such failure, in the reasonable estimation of the Project Engineer, is likely to delay achievement of COD beyond 90 days of the SPCD;
- (ii) The Concessionaire has failed to achieve COD within 90 days of the SPCD for any reason whatsoever;
- (iii) At any time during the Concession Period, the Concessionaire fails to adhere to the O&M Requirements and has failed to remedy the same within 7 days;
- (iv) At any time during the Concession Period, the Concessionaire fails to adhere to the Service Level requirements as specified in Clause 5.5.2 (B) and has failed to remedy the same within 7 days.
- (v) The Concessionaire has failed to make any payments due to PMC and/or ULB, as the case may be, and more than 120 days have elapsed since such payment became due;
  
- (vi) The Concessionaire has failed to receive and accept the MSW from Other Areas in accordance with tender terms for a continuous period of 5 (five) days or an aggregate period of 7 (seven) days in any Month;
- (vii) The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 30 days;
  
- (viii) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- (ix) A resolution has been passed by the shareholders of the Concessionaire for voluntary winding up/ dissolution of the Concessionaire;
- (x) The Concessionaire has abandoned the Project Assets during the Concession Period;
- (xi) The Concessionaire has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- (xii) The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Affect on the Project and such attachment has continued for a period exceeding 90 days;
- (xiii) The concessionaire could not provide satisfactory performance for a continuous period of 90 days.

##### **(b) ULB Event of Default**

Any of the following events shall constitute an event of default by ULB ("ULB Event of hen not caused by a Concessionaire Event of Default or a Force Majeure Event):

- (i) ULB has failed to make the payment of Capital Grant or any payments due to the Concessionaire and more than 3 (three) months have elapsed since such default;
- (ii) ULB is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 days of receipt of notice thereof issued by the Concessionaire;
- (iii) ULB having executed the same is in breach of any of its obligations thereunder and such breach

has not been cured within 30 days from the date of written notice thereof given by the Concessionaire.

- (iv) ULB has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (v) ULB has unreasonably withheld or delayed grant of any approval or permission which the Concessionaire is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect;
- (vi) Any representation made or warranties given by ULB under this Agreement has been found to be false or misleading.
- (vii) ULB has failed to provide Project Site to the Concessionaire as per the provisions of Clause 3;
- (viii) ULB is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 days of receipt of notice thereof issued by the Concessionaire;
- (ix) ULB having executed the same is in breach of any of its obligations thereunder and such breach has not been cured within 30 days from the date of written notice thereof given by the Concessionaire
- (x) ULB has failed to maintain the dumping ground or failed to ensure minimum 30 minutes unloading time per vehicle trip inside the dumping ground or failed to provide proper motorable approach roads to the waste unloading area.

#### **42.2..2 Termination due to Event of Default**

##### **(a) Termination for Concessionaire Event of Default**

(i) Without prejudice to any other right or remedy which ULB may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, or ULB as the case may be shall subject to the provisions of the tenders-in Rights as per Clause 42.2..5, be entitled to terminate this Agreement in the manner as set out under Clause 42.2.9.2(a)(ii) and Clause 42.2..2(a)(iii). Provided however that upon the occurrence of a Concessionaire Event of Default as specified under Clause 42.2..1(a)(xv), ULB as the case may be may immediately terminate this Agreement by issue of Termination Notice in the manner set out under Clause 42.2..2(d).

(ii) If ULB decide to terminate this Agreement pursuant to preceding clause (i), it shall in the first instance issue Preliminary Notice to the Concessionaire. Within 30 days of receipt of the Preliminary Notice, the Concessionaire shall submit to ULB as the case may be in sufficient detail, the manner in which it proposes to cure submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, ULB shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.

(iii) If the Concessionaire's Proposal to Rectify is submitted within the period stipulated therefor, underlying Event of Default. If, however the Concessionaire fails to remedy/ cure the underlying Event of Default within such further period allowed, ULB shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate Performance Security, if subsisting.

(iv) The Authority and/ or ULB, as the case may be, shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 42.2..2 (a) to for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire. In the event the Authority and/ or ULB, as the case may be, receives such representation on behalf of Senior Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 90 (ninety) days from the date of such representation or exercise its as the case may be for enabling the lenders representative to exercise the substitution, procure that the default specified in the notice is cured within the aforesaid period of 90 (ninety) days, and upon

Senior Lenders rights of substitution

Provided that the Lenders representatives may, instead of exercising the senior lenders right of such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Concessionaire:

**(b) Termination for ULB Event of Default**

- (i) Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of ULB Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- (ii) If the ULB has failed to release payments of the contractor within 90 days of bill submission date.
- (ii) If the Concessionaire decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to ULB. Within 30 days of receipt of Preliminary Notice, ULB shall forward to the Concessionaire its proposal to remedy/ cure the underlying Event of Default (the " ULB of ULB Proposal to Rectify within the period stipulated therefor, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) If ULB Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefor, ULB shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however ULB fails to remedy/ cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

**(c) Termination Notice**

If a Party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub clause (a) or (b) or (c), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 30 days from the date of Termination Notice;
- (iii) the estimated termination payment including the details of computation thereof; and,
- (iv) any other relevant information.

For the avoidance of doubt, the Parties hereto agree that the PMC and ULBo shall not be entitled to terminate the Agreement on account of each other

**(d) Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that:

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Assets,
- (ii) the termination payment, if any, payable by PMC in accordance with the following Clause (f) is paid to the Concessionaire on the Termination Date and

- (iv) the Project Assets are handed back to PMC by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to PMC.

**(e) Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party(ies) at any time before the Termination occurs, the Termination Notice shall be withdrawn by

the Party which had issued the same. Provided that the Party in breach shall compensate the other Party(ies) for any direct costs/ consequences occasioned by the Event of Default which caused the issue of Termination Notice.

**(f) Termination Payment**

(i) Upon Termination on account of a Concessionaire Event of Default during the Operations Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to the lower of (i) 65% (Sixty Five per cent) of the Book Value less Insurance Cover and (ii) 90% of Debt Due less Insurance Cover. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Event of Default occurring prior to COD.

(ii) Upon Termination on account of an Authority and /or ULB Default, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 110% (One Hundred and Ten per cent) of the Book Value of the entire project facilities (all infrastructure deployed by the concessionaire as per methodology submitted at the time of project commencement) less Insurance Cover. And all pending monthly payments due to the contractor along with interest in case of delay.

**42.2..4 Accrued Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

**42.2..5 Substitution Agreement**

substitute the Concessionaire pursuant to the agreement for substitution of the concessionaire (the **Substitution Agreement**

Concessionaire, the Authority, ULB (in case the right is exercised during the Construction Period)

**42.2..5.2** Upon substitution of the Concessionaire under and in accordance with the Substitution Agreement, the Nominated Company substituting the Concessionaire shall be deemed to be the Concessionaire under this Agreement and shall enjoy all rights and be responsible for all obligations of the Concessionaire under this Agreement as if it were the Concessionaire; provided that where the Concessionaire is in breach of this Agreement on the date of such substitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty) days to the Concessionaire for curing such breach.

**43. JOINT AND SEVERAL LIABILITY OF JOINT VENTURE PARTNERS**

43.1 If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfilment of the terms of the Contract and shall designate one of such persons to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

**44. PAYMENT OF COMMISSION, GRATUITIES, REBATES, GIFTS**

44.1 The Contractor shall have to undertake that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Bid, have been given or received in connection with the payment process or in the contract execution.

**45. SITE COMPLAINT CENTRES**

45.1 The Contractor shall arrange for one office spaces of about 15 sqm in area within the designated area under the contract for running a complaint center. This complaint center shall be suitably furnished with electronic equipments like computer, Fax and should have at least one telephone connection and one mobile for each office. The complaint center shall remain functional between 9.00 A.M to 6.00 P.M. on all the days of the year. Both public and Council officials shall have free access to this office. All expenditure towards procurement of space, furniture and upkeep of the offices shall be borne by the Contractor.

**46. CONTRACTOR TO PROVIDE FOR ALL TOOLS, MACHINERY, EQUIPMENTS AND MANPOWER**

46.1 The Contractor shall arrange required manpower needed such as Collectors of Garbage from each household and from the municipal staff members, Supervisors, Laborers, Drivers, helpers etc for providing the desired level of services. The contractor for the due performance of the contract shall arrange all tools and equipments such as phawaras, handcarts/ containerized wheelbarrows, covered bins etc. needed for collection of wastes. contractor shall arrange for suitable covered vehicles for collection and transportation of the waste. Bins and fleet of covered vehicles will be pressed into service with due approval from **NAME OF ULB**. Contractor will be allowed to use vehicles other than approved fleet if situation is compelling . Such vehicles if are not covered, needs, to be covered with tarpole. All the equipment brought at site and used in the work should meet the criteria as laid down in MSW Rules-2000.

**47. STORAGE OF EQUIPMENT AND PARKING OF VEHICLES**

47.1 The Employer shall be provide the space to contractor for storage of his equipment and parking of his vehicles preferably within the designated area of the contract. Safe keeping of the equipment shall be the sole responsibility of the contractor. In case of loss or damage, no claim of the contractor shall be entertained by the Employer.

**48. OPERATION AND MAINTENANCE OF EQUIPMENT**

48.1 It shall be the responsibility of the contractor to arrange for fuel, lubricant and oil for operating the vehicles. All repairs and maintenance of the equipment shall also remain the responsibility of the contractor.

48.2 All vehicles and equipment used in the work shall be kept reasonably clean and aesthetically acceptable to the public. Besides, periodic maintenance, vehicles and equipments shall be got painted regularly as per employer's directions during the contract period.

**49. LITTERING OF WASTE ON PUBLIC STREETS, ROADS, PARKS AND PUBLIC PLACES**

49.1 The Contractor shall also issue instructions to his staff to request the public not to throw waste on public streets, roads, parks and public places. Any individual or any commercial establishment or any other institution is persistently found ignoring the advice of Contractor's personnel, he shall bring to the notice of employer, the name of individual or establishment found littering waste in public places for initiating legal action against the defaulter.

**50. SAFETY, SECURITY AND PROTECTION OF THE ENVIRONMENT**

50.1 The Contractor shall take all necessary precautions against pollution of drinking water, underground water. Should any pollution arise from the Contractor's activities he shall clean up the affected area immediately at his own cost and to the satisfaction of the Sanitation staff of the Parishad.

**51. PROTECTION OF TREES AND VEGETATION**

51.1 The Contractor shall ensure that no trees or shrubs or waterside vegetation are felled or harmed. The Contractor shall protect trees and vegetation from damage to the satisfaction of the employer). No tree shall be removed without the prior approval of the employer and any competent authorities.

**52. FIRE PREVENTION**

52.1 The Contractor shall take all precautions necessary to ensure that no fire occurs in waste collection centres as a result of any burning material thrown by any of the member of public. In case any fire incident takes place, he shall arrange for extinguish the same on top priority with the help of city fire service.

**53. INTERFERENCE WITH TRAFFIC AND ADJOINING PROPERTIES**

53.1 In case any operation connected with the works necessitates diversion, obstruction or closure of any road, railway, waterway or any other right of way, the approval of the Employer or his Representative and the respective competent authorities shall be obtained well in advance by the Contractor.

**54. TRANSPORT OF CONTRACTOR'S EQUIPMENT OR TEMPORARY WORKS**

54.1 Where the Contractor intends to use a particular route for the haulage of large quantities of materials he shall consult well in advance with any affected communities and submit in advance for the Employer or his authorised representative's approval. The approval will not remove the Contractor's obligations under this Sub-Clause to prevent and repair damage to roads or his liability for compensation for any accidents caused by his vehicles.

**55. CLEARANCE OF CONTRACTOR'S FACILITIES**

55.1 On or before expiry of the contract/completion period the Contractor shall clear away all his temporary facilities including but not limited to offices, camps, storage yards, workshops, toilets etc. so that the land is returned to at least its previous condition and, in the case of agricultural land, potential productivity is restored. Clearance shall include but not be limited to tasks such as the removal of unwanted structures, removal of metallic and concrete bins.

**56. FAIR WAGES**

56.1 The Contractor shall pay not less than fair wage/minimum wages to laborers engaged by him on the work as revised from time to time by the Government of **Name of State**, but the Government shall not be liable to pay any thing extra.

56.2 (Explanation: "Fair wage" means minimum wages for time or piece work, fixed or revised, as established by the State Government under the Minimum Wages Act, 1948.)

56.3 The Contractor shall, notwithstanding the provisions of any Contract to the contrary, cause

to be paid fair wages to laborers indirectly engaged on the work, including any labor engaged by his sub-Contractors in connection with the said work, as if the laborers have been immediately or directly employed by him.

- 56.4 In respect of all labourers, immediately or directly employed on the work, for the purpose of the Contractor's part of this agreement, the Contractor shall comply with or cause to be complied with, Contract Labour Regulations' made, or that may be made, by the Government, from time to time, in regard to payment of wages, wage period, deductions from wages, recovery of wages not paid, and unauthorised deductions, maintenance of wages register, wage card, publication of scale of wages and other terms of employment, inspection and submission of periodical returns, and all other matters of a like nature.
- 56.5 The employer shall have the right to deduct, from the money due to the Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the Contract for the benefit of the worker or workers, non-payment of wages or of deductions made there from, which are not justified by the terms of the Contract or as a result of non-observance of the aforesaid regulations.
- 56.6 Vis-à-vis the Government of **Name of State** the Contractor shall be primarily liable for all payments to be made and for the observance of the regulations aforesaid, without prejudice to his right to claim indemnity from his sub-Contractors.
- 56.7 The regulations, aforesaid, shall be deemed to be part of this Contract and any breach thereof, shall be deemed to be breach of the Contract.

## **57. PROTECTIVE CLOTHING AND FOOTWEAR**

- 57.1 The Contractor shall, at his own expense, provide protective clothing and equipments to all staff and labour engaged on the contract to the satisfaction of the employer, and on his failure to do so the Employer shall be entitled to provide the same and recover the cost from the Contractor. Such clothing and equipment shall include, at minimum, protective footwear and gloves for workmen undertaking work of sweeping, waste removal and other allied works related to activities envisaged in the Contract.

## **58. FIRST-AID SERVICES**

- 58.1 The Contractor shall, at his own expense, provide first aid equipment at all camps and work sites to the satisfaction of the Commissioner.

## **59. HEALTH AND PESTS**

- 59.1 The Contractor shall at his own expense and throughout the period of the Contract ensure that suitable arrangements are made for the prevention of all necessary welfare and hygiene requirements for his staff and labour, and shall comply with all the regulations and requirements of the local health authorities with respect to disease prevention and control. He shall warn his staff and labour of the dangers of communicable diseases including those transmitted by insects, water, faecal/oral contact and sexual activity.

## **60. SUPPLY OF DRINKING WATER, SANITATION**

- 60.1 The Contractor shall be reasonable, having regard to local conditions, an adequate supply of drinking water for the use of Contractor's staff and work people, together with sanitary facilities (portable/temporary toilets/bathroom), rest place within the work area to the satisfaction of the Employer.

**61. FESTIVALS AND RELIGIOUS CUSTOMS**

61.1 The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

**62. DISORDERLY CONDUCT**

62.1 The Contractor shall at all times take reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same. "Disorderly conduct" shall include but not be limited to harvesting of natural resources such as firewood or fish by the Contractor's labour when this is done to the detriment of pre-existing local interests.

**63. RECORDS OF LABOUR AND ACCIDENTS**

63.1 The Contractor shall maintain working hours and wages of labour, safety, health and welfare of persons, accidents, and damage to property and make such reports on these matters to the Employer as he may from time to time prescribe.

**64. PUBLIC AWARENESS / INFORMATION DISPLAY**

64.1 The Contractor shall, at his own cost, arrange to provide, erect and maintain necessary display boards/ banners etc. at selection points of service area for giving such information as considered necessary for public awareness/ information/ safety as directed by the employer.



**MUNICIPAL CORPORATION NAME OF  
CITY**

**TENDER DOCUMENT FOR  
TRANSPORTATION & COLLECTION of MSW IN  
NAME OF CITY**

**CONTRACT PACKAGE NO.**

**.....**

**DATED .....**

**SECTION – III  
GENERAL REQUIREMENTS & SCOPE OF WORK**

**SECTION III: GENERAL REQUIREMENTS  
& SCOPE OF WORK**

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## **SECTION III: GENERAL REQUIREMENTS & SCOPE OF WORK**

### **1. GENERAL**

- 1.1 MUNICIPAL CORPORATION NAME OF CITY** intends to introduce private participation in the field of Solid Waste Management. Whole **Name of City** has been chosen for fixing a contract for Operation and Maintenance of Conservancy and Sanitation services in this area. The Whole **Name of City** can be divided into two parts – the old municipal area and the rest of **Name of City** which falls under the jurisdiction of **NAME OF ULB**. The salient feature of **Name of City** area are detailed in “**PART C**” **NAME OF CITY PROFILE**
- 1.2** The total area under Municipal Area is ..... sq. km and total waste generated is approximate ..... tones per day. The total number of units (including residential, commercial & Institutional units) in whole of **Name of City** is approximately ..... Lakhs in which .....Lakh units are in Municipal Area.
- 1.3** All the Figures and estimations given in Section III Clause 1.2 and Part C are tentative and are mentioned only for assessing the need of manpower and equipment by the Contractor. **NAME OF ULB** is not responsible for any variance in the figures and estimates.

### **2. SCOPE OF WORK**

#### **2.1 SCOPE OF WORK**

##### **Operations / Services**

- (c) The tenderer should submit the details of methodology/technology and equipment required for the operation/services. Also tenderer shall survey the areas of interest and shall submit the plan of action for operations only after careful study and assessment.
- (d) The Operator shall carry out the following MSW management Operations, in accordance with Good Operating Practices, as set out in this Contract and as per MSW 2000.
- (e) Scope of work includes:
- (i) Door to door collection, of MSW.
  - (ii) Lifting and transportation of garden waste and tree branches.
  - (iii) Lifting, transportation and unloading of waste to the earmarked disposal ground /landfill site.
  - (iv) Maintenance of all bins and collection depots in absolutely spick and span condition. Advertising rights on bins and collection depots walls shall be with the contractor.
  - (v) Supply, operation and maintenance of required infrastructure including vehicles / machineries (like auto tipper, refuse compactors etc.), workshop facilities, facilities, etc on Build , Own , Operate ,Maintain and Transfer of Machineries , equipment ,Vehicles and immovable infrastructure basis
  - (vi) Organizing and conducting public awareness programmes for segregation/ separate collection of waste at source.
  - (vii) Execution of work in compliances with the MSW Rules 2000; directions and instructions of **NAME OF ULB** (and as per bid document).

##### **Waste Collection and Transportation from streets and society premises:**

- (f) Collection of waste from closed containers/vehicles kept on the streets and from

within society/private property premises directly into the compactor/vehicle (as per requirement and approved methodology) and wherever/ auto rickshaw /tricycle necessary transport the same to primary collection vehicle (Rickshaw/vehicle) with the help of a handcart/ containerized wheelbarrows/auto rickshaw/tricycle This shall be done once everyday and as per the time schedule approved by the Council; and such schedule shall ensure collection of garbage by 1.00 P.M. every day, In market locations the garbage shall be collection twice with the second round of cleaning shall be complete 18.00 hrs. (Or as may be approved by the **NAME OF ULB** )

- (g) House-to-house collection of garbage from households. Households will have to make arrangement for handing over the refuse to the contractor mixed & dry garbage separately otherwise contractor bidder shall arrange to collect garbage from households.
- (h) The collection and transportation of Municipal Waste to designated dumping yard / land fill site.

### **3. METHODOLOGY OF WORKING**

- 3.1** The Contractor can adopt any of the following methodologies for entire scope of work including collection and transportation of waste to the disposal site:
  - a) Collection of waste from primary sources of generation such as residential premises, commercial establishment, institutional buildings in containerized wheelbarrows or through tri-cycles or through any other mode of transportation either mechanical or manual and then only mechanically transferring the waste to secondary collection centres / transfer vehicles of sufficient capacity and transportation to disposal site for disposing the waste.
  - b) To place containers at different location and temporary deposition of waste.
  - c) Collection of waste as per a) above and bringing it to a transfer station for loading into a large capacity vehicle and finally transporting to disposal site.
- 3.2** Contractor will be free to adopt any of the above three or any other suitable methods of collection and transportation of waste to be approved by competent authority but in no case waste will be permitted to exposure of public view either during storage or transportation. The entire work shall be carried out within the ambit of MSW Rules-2000.
- 3.3** In case contractor chooses the use of transfer station as a facility for storage and transporting the waste, land will be provided by ULB. In case contractor has plans for such transfer station, contractor should submit details of minimum land requirement. All expenditure required for any civil or mechanical work for creation of such a facility shall be incurred by the contractor as well as for its maintenance and operation. Contractor should quote for the project accordingly.
- 3.4** All equipment related to door –to-door collection, secondary collection, transportation, & other activities would be purchased/leased by the contractor and all capital expenditure and operational expenditure would be borne by him. All investments with regard to construction of Secondary Collection Centres (‘Dhaloas’) as well as their upkeep, maintenance & operation would be the sole responsibility of the contractor.

**4. MANPOWER REQUIREMENT:**

- 4.1 Contractor is free to deploy sufficient number of man power as per the requirement. The employer will not insist on numbers unless in sufficient numbers are provided by the contractor which hampers the quality and quantity under the scope of work.
- 4.2 The contractor before the start of work shall submit a list of key personals and supervisory staff like supervisors, drivers and other supporting staff which would be employed on the work.
- 4.3 The contractor shall issue photo identity card to each of his worker mentioning therein the name, age, address and designation of the worker. Contractor's workers shall keep wearing this photo identity card during their duty hours.

**5. EQUIPMENT REQUIREMENT:**

- 5.1 The contractor shall make his own arrangements for the equipment required to carry out the conservancy and MSW management on MUNICIPAL CORPORATION NAME OF CITY Area. The containers and the vehicles to be used in collection and transportation of Solid Waste shall be fully covered and as clarified in clause 49.1 of Sec. II complying with the criteria as laid down in MSW Rules-2000.
- 5.2 It should be clearly mentioned on all vehicle as "Under MUNICIPAL CORPORATION NAME OF CITY".
- 5.3 Contractor will be permitted to use his vehicles on two / three shift basis only, Arrangement for extra vehicles will have to made for replacement in case of any breakdown of the vehicle.
- 5.4 All vehicles of contractor used for transporting the waste shall leave for work by 7.00 A.M. each day. 24 Hours operation will be permitted by ULB and ULB will also ensure that weighbridge will be functional for 24 hours as well as waste receiving area operations.

**6. TRANSPORTATION OF WASTE TO THE DISPOSAL SITE**

- 6.1 All waste collected shall be transported and unloaded at the NAME OF ULB designated earmarked Land Fill Site. The proposed Processing and Sanitary Land-filling site is located at village Place of Landfill ..... kms from city.
- 6.2 Contractor shall obtain a receipt of weighted waste brought at Land Fill site from the staff of Council posted there. The receipt should indicate the name of driver, vehicle number, time of arrival, weight details of waste brought at site. A photo copy of all such receipts in a month shall have to be attached by the contractor along with his monthly bill.

**7. MAINTENANCE OF RECORD**

- 7.1 The Contractor shall maintain daily summary of MSW operations as per the attachments 1 and 3. These sheets shall be prepared ward wise separately and should provide following minimum information :
  - a) Name of the Supervisor / Supervisors along with his / their signatures
  - b) Ward number / area for which Supervisor has been deputed
  - c) Name of each worker along with the designation of Beat given to him work wise.
- 7.2 A photo copy of each of attachment sheets shall have to be enclosed by the Contractor with his monthly bill.

DRAFT MODEL TENDER DOCUMENT FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID  
WASTE AS PER MSW RULES 2000.

- 7.3** No bill of Contractor shall be certified for payment unless the record mentioned under clauses 6.2 & 8.1 is enclosed.
- 7.4** The attachment sheets shall be got countered signed by the Sanitary Inspector of the area and should be countersigned by the Health Officer once.

**ATTACHMENT – 2**  
**MONTHLY MSW QUALITY & QUANTITY MONITORING**

Name of Operator \_\_\_\_\_ Package No \_\_\_\_\_  
Node \_\_\_\_\_ Date: - \_\_\_\_\_

<b>Sr. No</b>	<b>Description</b>	<b>Quantity in MT</b>
1.	Total Garbage	

Signature of the Representative  
site  
of the Contractor

Signature of in charge officer of landfill  
of **NAME OF ULB**

Note:- Above quantities in MT. shall be calculated on the basis of verified weighted receipts issued by the authorized representative of **NAME OF ULB** at dumping yard. The attachment shall be signed by contractor and countersigned by Health officer.

**ATTACHMENT 3:  
CUSTOMER COMPLAINTS AND REDRESSAL**

Name of Operator ..... Package No. ....  
Node ..... Date.....

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S.No.	Type of the complaint	Attended in stipulated period	Non attended

Remarks of S.I with  
Total penalty imposed

Signature of the Representative  
of the Contractor

Signature of Sanitary Inspector  
of **NAME OF ULB**



ATTACHMENT– 4  
OPERATORS AREA MAP  
AND DRAWINGS

**MUNICIPAL CORPORATION NAME  
OF CITY**

**CONTRACT PACKAGE NO. NAME OF ULB/MSW/**

**DATED**

**TENDER DOCUMENT FOR TRANSPORTATION &  
COLLECTION OF MSW IN NAME OF CITY**

**SECTION – IV  
SAMPLE FORMS OF ACCEPTANCE AND AGREEMENT**

<b>IV : Sample Forms of Acceptance and Agreement</b>		
1	Sample Form A of Letter of Acceptance	
2	Sample Form of Agreement	

**SAMPLE FORM “A” OF LETTER OF ACCEPTANCE  
(For Old Municipal Area of Name of City)**

*(Letterhead paper of Employer)*

\_\_\_\_\_ *(Date)*

**To:**

*(Name and Address of the Contractor)*

Dear Sirs,

This is to notify you that your bid dated \_\_\_\_\_ for  
**COLLECTION & TRANSPORTATION OF MSW UNDER THE MUNICIPAL  
CORPORATION OF.....** for the Contract Price of Rs. (Rupees )  
*(amount.....in number and words)*, per MT for a period of 5 years which is  
further extendable to 2 years on prescribed terms and conditions is hereby accepted by MUNICIPAL  
CORPORATION NAME OF CITY.

You are required within 15 days of the date of this Letter of Acceptance, to:

- (i) prepare the Form of Agreement, in duplicate, on Government Stamp Paper and meet with the undersigned at the address provided during normal office hours on any working day to sign the said Agreement.
- (ii) submit the performance Bank Guarantee in the prescribed forms as per clause 43 of section - I
- (iii) submit methodology/operation plan within 14 days

One copy of the signed Agreement will be provided to you for your files, while the other copy will remain with us.

Yours faithfully,

*Commissioner*

**MUNICIPAL CORPORATION NAME OF CITY**

## SAMPLE FORM “B” OF LETTER OF ACCEPTANCE

(For Name of City City)

(Letterhead paper of Employer)

\_\_\_\_\_ (Date)

**To:**

(Name and Address of the Contractor)

Dear Sirs,

This is to notify you that your bid dated \_\_\_\_\_ for  
**COLLECTION & TRANSPORTATION OF MSW UNDER THE MUNICIPAL  
CORPORATION OF .....** of Name of City for the Contract Price of Rs. (Rupees  
)

(amount.....

in number and words), per MT for a period of 5 years which is further extendable to 2 years on prescribed terms and conditions is hereby accepted by MUNICIPAL CORPORATION NAME OF CITY.

You are required within 15 days of the date of this Letter of Acceptance, to:

- (i) prepare the Form of Agreement, in duplicate, on Government Stamp Paper and meet with the undersigned at the address provided during normal office hours on any working day to sign the said Agreement.
- (ii) submit the performance Bank Guarantee in the prescribed forms as per clause 43 of section - I
- (iii) submit insurance cover as per clause 12 of section - II
- (iv) submit work programme within 14 days

One copy of the signed Agreement will be provided to you for your files, while the other copy will remain with us.

Yours faithfully,

Commissioner

MUNICIPAL CORPORATION NAME OF CITY

**SAMPLE FORM OF AGREEMENT  
(On Non Judicial Stamp of Rs. 5000/-)**

**This Agreement** made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between **Name of City Municipal Corporation** (hereinafter called the Employer) of the one part and \_\_\_\_\_

(hereinafter called the Contractor) of the other part.

**Whereas** the Employer is desirous that certain works should be carried out by the Contractor i.e. **COLLECTION & TRANSPORTATION OF MSW UNDER THE MUNICIPAL CORPORATION OF .....** and has accepted a Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

**Now this Agreement witness as follows:**

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Letter of Acceptance; (b) The Instructions to bidder;
  - (c) The Conditions of Contract;
  - (d) General Requirements & Scope of Work; (e) The Price Schedule
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to carry out the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the work and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**In Witness** whereof the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common seal of \_\_\_\_\_ was hereunto affixed in the presence of:or

Signed, Sealed and Delivered by the said \_\_\_\_\_ in the presence of: Binding  
Signature of Employer

Binding Signature of Contractor

**MUNICIPAL CORPORATION NAME  
OF CITY**

**CONTRACT PACKAGE NO.**

.....

**DATED .....**

**TENDER DOCUMENT FOR  
COLLECTION & TRANSPORTATION OF MSW IN NAME OF  
CITY**

**PART “B” – NAME OF CITY PROFILE**

**MUNICIPAL CORPORATION NAME  
OF CITY**

**CONTRACT PACKAGE NO. NAME OF ULB/MSW/MOH/  
DATED**

**TENDER DOCUMENT FOR COLLECTION &  
TRANSPORTATION OF MSW IN NAME OF CITY**

**SECTION – V  
PROFILE –NAME OF CITY**



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	SEWERAGE NETWORK OF NAME OF CITY	



**1.3 NAME OF CITY URBAN LANDSCAPE**

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**1.3.1 MUNICIPAL AREA**

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**1.3.2 PRIVATE AUTHORITY- IF ANY AREA**

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**1.3.3 PRIVATE COLONIES**

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Initial, in year....., .....Hectares (..... sq. km) of land situated close to ..... was slated for development by the private sector. **Name of City** with large tract of undeveloped land offered great potential of land and housing market to the big private sector developers. The internal infrastructure development of the colonies was the responsibility of the developers, while **PRIVATE AUTHORITY- IF ANY** carried out the external development. To finance these external developments, **PRIVATE AUTHORITY- IF ANY** levied charges from the private developers. However, private developers did encounter initial problems in procuring contiguous plots of land from the Panchayats for undertaking urbanization.

**1.3.4 URBAN VILLAGES.**

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**1.3.5 INDUSTRIAL AND COMMERCIAL AREAS**

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**TABLE 1.1: NAME OF PANCAHAYTS INCLUDED IN MUNICIPAL CORPORATION, NAME OF CITY**

S.NO.	NAME OF VILLAGE	CENSUS NO
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**1.4 DEMOGRAPHIC PROFILE**

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**1.4.1 POPULATION STATUS**

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**Table 1.2** shows that during the past two decades, the urban population in **Name of City** has registered a higher growth rate.

**TABLE 1.2: GROWTH OF URBAN POPULATION**

AREA	POPULATION			GROWTH RATE	
	1981	1991	2001	1981-1991	1991-2001

Source: .....

**Population Projection**

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**TABLE 1.3: PROJECTED POPULATION FOR 2021**

Year	Projection Population (in Lakhs)	Regional Plan year.....
	Town and Country Planning Department of Name of State	

Source: .....

The present population of **Name of City** City is estimated to be about ..... lakhs.

**1.4.2 HOUSING**

The settlement pattern of **Name of City** city can be categorized as; **Name of City** developed area (**PRIVATE AUTHORITY- IF ANY** sectors and private housing colonies), urban villages and informal housing or slums. **Name of City** developed area

comprise of the residential colonies within the **Name of City** Municipal Corporation, and sectors within **PRIVATE AUTHORITY- IF ANY** area.

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**1.4.3 INDUSTRY**

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**1.5 URBAN INFRASTRUCTURE FACILITIES**

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**1.5.1 WATER SUPPLY SYSTEM**

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**1.5.2 SWERAGE SYSTEM**

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**1.5.3 DRAINAGE SYSTEM**

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**1.5.4 SOLID WASTE MANAGEMENT SYSTEM**

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**1.7 WATER AND SANITATION**

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**1.7.1 HYDROLOGY AND DRAINAGE**

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**1.7.2 WATER SUPPLY INFRASTRUCTURE**

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**1.7.3 SEWERAGE INFRASTRUCTURE**

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**1.8 SOLID WASTE**

Rapid urbanization along with increases in population has led to the deterioration of physical environment in **Name of City** Effective Solid Waste Management is one of the major challenges faced by the local authorities. High volumes of waste generation, inefficient collection and transportation system and limited disposal options are continuously impacting the health, environment and quality of life in the area. Field study indicates that availability of land for disposal is major area of concern in **Name of City**. Real estate boom coupled with NIMBY (Not in My Back Yard) issues have left very less land available for disposal of waste in the urbanized area.

Field observation indicates that large volume of waste is being generated per day within the urban area, of which only a very small portion is being collected and disposed in accordance with the Waste Management Rules.

**1.8.1 MUNICIPAL SOLID WASTE**

The majority of waste is generated by residential, commercial and institutional sources and municipal activities such as street sweeping and drain cleaning. The municipalities do not maintain records of waste generation by source.

*Quantity and Characteristics*

Municipal waste generation in **Name of City** is not formally tracked by MUNICIPAL CORPORATION **NAME OF CITY** or **PRIVATE AUTHORITY- IF ANY**. There are no controls or weighbridges at Municipal dumping grounds and no records were available to assist in establishing waste quantities. As a result, no quantitative municipal data is available for estimating waste generation in **Name of City**. The approach in establishing waste quantities used information obtained from other studies conducted in India.

Per capita waste generation assumed for **Name of City** is ..... gm/day, which includes waste generated from residential, commercial, institutional waste and is attributed to a number of factors, which include food habits, standard of living and degree of commercial and industrial activities in the area. Currently, about ..... MT of municipal waste is generated per day within the controlled area, of which about ..... MT is generated within MUNICIPAL CORPORATION **NAME OF CITY (NAME OF ULB)** area and balance is contributed by **PRIVATE AUTHORITY- IF ANY** sectors, private developers area, and urban villages. Municipal solid waste in **Name of City**, as per Indian scenario, is expected comprises of .....% biodegradable, .....% dry recycles and .....% inert component.

Population increases, economic activities and personal income levels will influence future waste generation in **Name of City**. Future waste generation for **Name of City** is calculated based on the estimated population carrying capacity of **Name of City** and the per capita increment in waste generation as .....% per annum based on

available national data. Waste projection for year ..... and ..... has been highlighted in the **Table 1.4**.

**TABLE 1.4: WASTE PROJECTION & CURRENT YEAR DATA AS PER WEIGHMENT RECORDS**

Year	Population	Per capita Waste Generation (gms)	Total Waste (MT/Day)
Current year data as per weighment record			

### **Waste Collection and Transportation**

Municipal solid waste in **Name of City** is being managed by a number of organizations and there is no single authority responsible for waste management of entire urban area. **NAME OF ULB** is responsible for collection, transportation and disposal of waste generated within the municipal limit; **PRIVATE AUTHORITY- IF ANY** manages the waste generated in **PRIVATE AUTHORITY- IF ANY** sectors; individual private developers in their respective colonies; and village Panchayat in the urban villages. Municipal Corporation and the private developer area have some level of waste management system, whereas waste management in **PRIVATE AUTHORITY- IF ANY** sector is highly dismal and need immediate attention.

**PRIVATE AUTHORITY- IF ANY** sectors: Waste management in **PRIVATE AUTHORITY- IF ANY** sectors is undertaken by private contractors, RWAs as well as by permanent employees of **PRIVATE AUTHORITY- IF ANY**. RWAs with financial assistance from **PRIVATE AUTHORITY- IF ANY** manages the waste generated in sectors 4,7,9 and 13; waste generated in sector 10 and 34 is being managed by **PRIVATE AUTHORITY- IF ANY** itself and for rest of the **PRIVATE AUTHORITY- IF ANY** sectors private contractors are deployed for street sweeping, collection and transportation of waste.

There is no planning for waste management system to meet the current or future needs. The provision of infrastructure is sub-optimal. The infrastructure for solid waste includes ..... cum bins, placed in different sectors for collection and ..... refuse collectors owned by ..... and tractor-trailer deployed by private contractor.

Staff deployment pattern indicates that road length to be covered per sweeper is relatively high. About ..... sanitary staffs are in the regular role of **PRIVATE AUTHORITY- IF ANY** and the balance is provided by RWAs and Private contractor. **PRIVATE AUTHORITY- IF ANY**'s SWM contract with the private operator neither

specified the number of work force or road length nor the equipment and vehicles required for collection and transportation. This has resulted in inadequate sweeping of the main roads, while interior roads and by-lanes are often left unattended. There is no need-based allocation of beats, which has lead to accumulation of waste in respective pockets.

Public cooperation or participation in the sold waste management is non-existent and careless disposal of waste on vacant plots and streets is prevalent resulting in littering of waste. In addition, absence of a proper monitoring mechanism has resulted in poor supervision of waste management activity.

**MUNICIPAL CORPORATION NAME OF CITY**

**MUNICIPAL CORPORATION NAME OF CITY** manages the waste generated only in the municipal area i.e. **Name of City** Town, with an operational staff of ..... sanitary workers, under the overall supervision of chief sanitary inspector. Storage of waste at source as per MSW rules is not practiced and street sweeping continues to be the principal system of primary collection of waste. Although some primary collection system has been initiated in the recent years, it is still in its infancy with no synchronization with secondary collection and transportation. While door to door primary collection has resulted in a dramatically improved level of cleanliness within neighborhoods; it has resulted in a much dirtier appearance at the secondary storage or community bins abutting such neighborhoods, as the city service at these collection points is not complementary and adequate.

Three different types of waste storage points exist in **NAME OF ULB** area viz. dhalao, refuse container and the dumper placer containers. The capacity of the waste storage receptacles is sufficient to store the waste generated within the municipal limits. The system of waste collection is predominantly manual, with only .....% of the waste being collected mechanically using dumper placer container, loader and trucks. Waste transportation is done collectively by municipal and private operator. Although the number of vehicles deployed for collection and transportation is sufficient, designed transportation network are not followed and waste is not cleared at regular intervals. The garbage clearance efficiency for **NAME OF ULB** area is .....%.

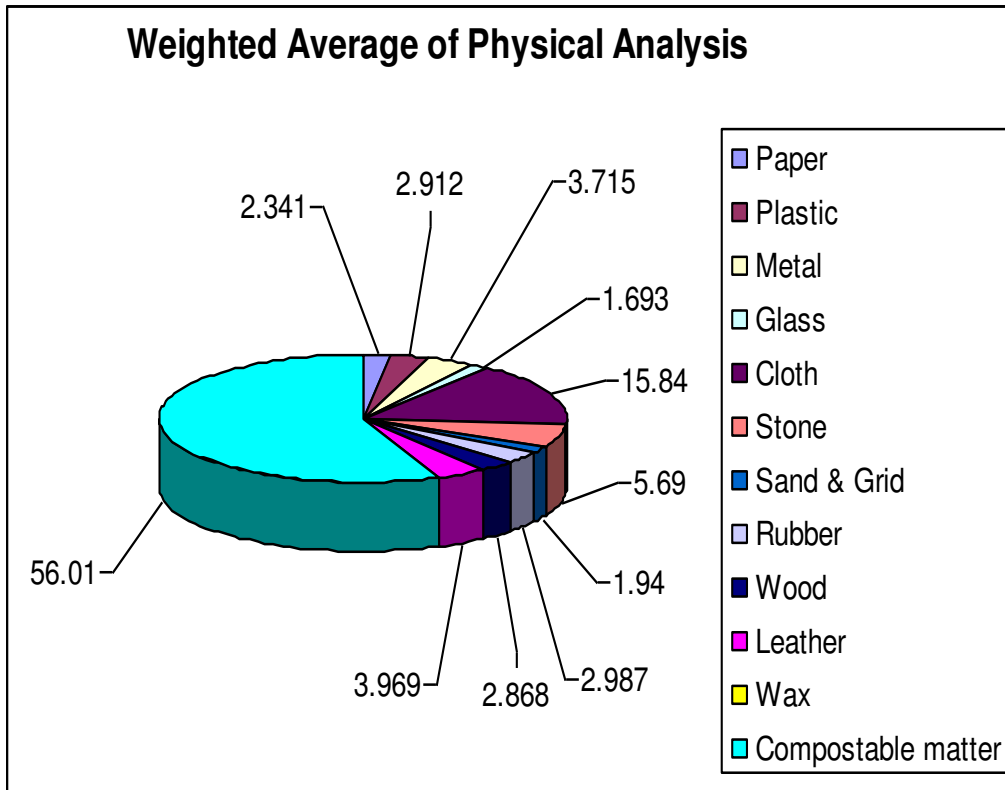
Private Developer : Private developers have engaged private contractors for door to door collection, street sweeping, and transportation and disposal of waste. Door-to-Door collection is done by cycle rickshaws and tractors trolley or dump trucks are used for transportation of waste. In the absence of any designated site, collected waste is disposed in the vacant land or amenities in the develop area is also done on contract basis.

Urban Villages: There is no system of waste management in the urban villages within the controlled area boundary. Waste is normally thrown in the vacant land within or outside the village limit. In some villages, village Panchayat have employed sweeper for sweeping of villages roads and collection of waste from the doorsteps, whereas in other

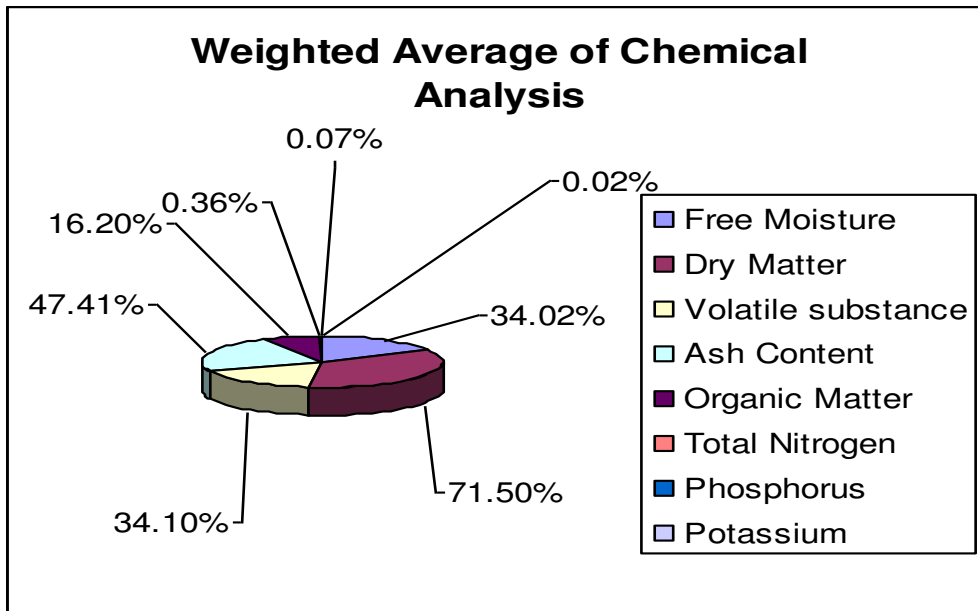
villages, no proper measures has been adopted for waste management. Households throw waste directly on the streets, and there are no sweeper to collect them. As a result, waste is accumulated on the roads, adversely affecting health of the people and environment of the area.

The site earmarked for processing and disposal is in village **Place of Landfill**, on **Name of City** –.....road, about ..... kms from the city. The site map is attached at **FIGURE 1.1**.

**PERCENTAGE WEIGHTED AVERAGE OF PHYSICAL PARAMETERS IN NAME OF CITY MSW**



**PERCENTAGE WEIGHTED AVERAGE OF CHEMICAL PARAMETERS IN NAME OF CITY MSW**





**PERCENTAGE DISTRIBUTION OF PHYSICAL PARAMETERS IN  
NAME OF CITY MSW**

DRAFT MODEL TENDER DOCUMENT FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AS PER MSW RULES 2000.

**MAP SHOWING TRANSPORT NETWORK OF NAME OF CITY**

**MUNICIPAL CORPORATION NAME OF CITY**

**CONTRACT PACKAGE NO.**

.....

**DATED** .....

TENDER DOCUMENT FOR  
COLLECTION & TRANSPORTATION OF MSW IN  
NAME OF CITY

**PART “C” – FINANCIAL OFFER**

**MUNICIPAL CORPORATION NAME OF CITY**

**CONTRACT PACKAGE NO.**

**NAME OF ULB/MSW/**

**TENDER DOCUMENT FOR  
COLLECTION & TRANSPORTATION OF MSW, IN NAME  
OF CITY**

**SECTION – VI  
TENDER FORM AND PRICE SCHEDULE**

SECTION V. - TENDER FORM AND PRICE SCHEDULE

# Table of Contents

<b>V : Tender Form and Price Schedule</b>			
	1	Tender Form	
	2	Price Schedule I	
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# Tender Form

Date :  
Contract No. :

To,  
The Commissioner  
MUNICIPAL CORPORATION NAME OF CITY,  
[pin code]

Sir,

Having examined the Tender Documents including Addenda Nos. (... ..), the receipt of which is hereby duly acknowledged, we the undersigned, offer with the said Tender Documents our rates for **collection & transportation of MSW of Name of City** as per the Price Schedule attached.

We undertake, if our Tender is accepted, to commence the operation within 90 days calculated from the date of receipt of your Letter of Intent/Notification of Award of Contract.

If our tender is accepted we will furnish performance security for due performance of the Contract in accordance with clause 41 of ITB.

We agree to abide by this Tender for a period of (120) day from the date fixed for Tender opening under (Clause 16 of the Instructions to Bidders) and it shall remain binding upon us and may be accepted at any time before the expiration of the period.  
Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive. Dated this ... .. day of ... .. 20... ..

SEAL OF COMPANY

..... Signature  
..... (in the Capacity of)

Duly Authorized to Sign bid for and on behalf of .....

## **PRICE SCHEDULE**

### **Collection & Transportation of MSW in NAME OF CITY**

To,  
The Commissioner  
MUNICIPAL CORPORATION NAME OF CITY,  
[pin code]

Sir,

**SUBJECT: FINANCIAL OFFER FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE INCLUSIVE OF ALL CURRENT APPLICABLE TAXES, LEVIES, AND SURCHARGE ETC. FOR DOOR TO DOOR COLLECTION, SECONDARY COLLECTION AND TRANSPORTION OF MSW TO DESIGNED LAND FILL / PROCESSING PLANT SITE.**

<b>S. No.</b>	<b>Description</b>	<b>Tipping fee amount in Numbers INR per MT/day for first year of contract</b>	<b>Amount in Number INR per MT/day for first year of contract</b>
<b>1</b>	FINANCIAL OFFER FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE INCLUSIVE OF ALL CURRENT APPLICABLE TAXES, LEVIES, AND SURCHARGE ETC. (as on date) FOR DOOR TO DOOR COLLECTION, SECONDARY COLLECTION AND TRANSPORTION OF MSW TO DESIGNED LAND FILL / PROCESSING PLANT SITE.		

**Note:**

1. All capital cost, Operation and maintenance charge shall be included in the above mentioned tipping charges. No other charge shall be payable to contractor for any extra work to be carried out to cover the scope of work mentioned in the Technical Bid of the tender.
2. Any change in taxation law by Government of India or state Government shall be applicable

DRAFT MODEL TENDER DOCUMENT FOR COLLECTION & TRANSPORTATION OF MUNICIPAL SOLID WASTE AS PER MSW RULES 2000.

as per actual. Any such increase (after proposal submission due date) shall be reimbursed upon submission of documentary evidence of the same.

3. There will be a yearly escalation on quoted price @ 5% per annum from second years onwards till the Completion of contract on cumulative basis. For example if the tipping fee for first year is @ Rs. 1000 per MT/day then from second year onwards it will be @ Rs. 1050 per MT/day and from third year onwards it will @ be Rs. 1102.50 per MT/day.
4. Any increase in fuel price by the oil companies shall be re imbursed/ adjusted separately as per formula given in Section D cost control clause 31 of the tender which shall be applicable from the first day of next month of the date of such increase announced by the oil companies.
5. The maximum distance from centre (xxxxxx location) of the city to the dumping ground is calculated as xx kms. In case of change in the dumping ground location and if the distance is higher, then the distance escalation formula shall be applicable to calculate revised tipping fee. Formula is given in SECTION D Cost control clause 31 of the tender.
6. Minimum assured tonnage is xxxxxx Tonnes per day. Incase of failure of dumping ground or due to any other reasons beyond the control of contractor (bharat Band/political event/dumping ground failure etc); If contractor could not able to achieve minimum assured tonnage, then ULB shall pay 75% of the assumed tonnage per day as fixed fee. The payment on account of minimum assured tonnage will be as Cost Control, Section D, clause 32.3

**SEAL OF COMPANY**

**Signature**.....

Designation.....

Date.....

Duly Authorized to Sign bid for and on behalf of .....