

INDORE MUNICIPAL CORPORATION, INDORE

No. 1472

Date : 21/10/2014

NOTICE INVITING TENDERS

Online sealed tenders are invited from experienced bidders for following works on behalf of the COMMISSIONER, INDORE MUNICIPAL CORPORATION, Indore (here-in-after called the CORPORATION) and will be received online on the website <http://mpeproc.gov.in> (main portal) and the tenders would be made available on sub portal <http://imc.mpeproc.gov.in> as per time schedule (key dates) in the notice published on the above website.

| Sl. No. | Name of Work | Probable amount of contract (Rs.) | Earnest Money (Rs.) | Cost of tender form (Rs.) | Duration of contract |
|---------|---|-----------------------------------|---------------------|---------------------------|----------------------|
| 1. | Door to Door Collection and Transportation of Municipal Waste in East Region of IMC | 1100.00 Lac | 5.00 Lac | 10,000.00 | 7 years |
| 2. | Door to Door Collection and Transportation of Municipal Waste in West Region of IMC | 1100.00 Lac | 5.00 Lac | 10,000.00 | 7 years |
| 3. | Door to Door Collection and Transportation of Municipal Waste in North Region of IMC | 1100.00 Lac | 5.00 Lac | 10,000.00 | 7 years |
| 4. | Door to Door Collection and Transportation of Municipal Waste in South Region of IMC | 1100.00 Lac | 5.00 Lac | 10,000.00 | 7 years |

Key Dates: -

| Sl. No | Description | Date & Time |
|--------|---------------------------------------|------------------|
| 1. | Release of NIT | 21/10/2014 |
| 2. | Online Tender purchase start date | 27/10/2014 10:30 |
| 3. | Pre-bid meeting | 12/11/2014 15:30 |
| 3. | Online Tender purchase end date | 27/11/2014 17:30 |
| 4. | Online Bid Submission End date | 01/12/2014 15:30 |
| 5. | Mandatory Submission Date and Time | 04/12/2014 15:00 |
| 6. | Technical Proposal open Date and Time | 04/12/2014 15:30 |
| 7. | Financial bid open Date and Time | 10/12/2014 15:00 |

- Original EMD instrument & Technical document should reach office of under signed by 04.12.2014 up to 15:00 hrs
- Separate Bids are invited for each region. Bidder can quote separately for all four regions, but successful bidder can be allotted maximum work in 2 regions.
- Any other details or information can be received from the office of the CHO Indore Municipal Corporation, Indore
- Commissioner Indore Municipal Corporation reserves the right to cancel the tender in whole or part without assigning any reason

**Chief Health Officer Indore
Municipal Corporation Indore**

Tender Notice No.:1472

Dated: 21/10/2014



INDORE MUNICIPAL CORPORATION
“SOLID WASTE MANAGEMENT”

Name of the work: : **Tender for Door to Door Collection and transportation of Municipal Solid Waste as Per MSW Rules 2000 Within South Region of Indore Municipal Corporation**

Cost of bid documents : Rs. 10,000/-

Amount of Earnest money in the Form of D.D. in favour of
Commissioner : Rs. 5,00,000/-Indore Municipal
Corporation, Indore

Chief Health Officer
Indore Municipal Corporation
Indore (M.P.)

INDORE MUNICIPAL CORPORATION

Signature of Bidde

INDORE MUNICIPAL CORPORATION, INDORE

No. 1472

Date : 21/10/2014

NOTICE INVITING TENDERS

Online sealed tenders are invited from experienced bidders for following works on behalf of the COMMISSIONER, INDORE MUNICIPAL CORPORATION, Indore (here-in-after called the CORPORATION) and will be received online on the website <http://mpeproc.gov.in> (main portal) and the tenders would be made available on sub portal <http://imc.mpeproc.gov.in> as per time schedule (key dates) in the notice published on the above website.

| Sl. No. | Name of Work | Probable amount of contract (Rs.) | Earnest Money (Rs.) | Cost of tender form (Rs.) | Duration of contract |
|---------|---|-----------------------------------|---------------------|---------------------------|----------------------|
| 1. | Door to Door Collection and Transportation of Municipal Waste in East Region of IMC | 1100.00 Lac | 5.00 Lac | 10,000.00 | 7 years |
| 2. | Door to Door Collection and Transportation of Municipal Waste in West Region of IMC | 1100.00 Lac | 5.00 Lac | 10,000.00 | 7 years |
| 3. | Door to Door Collection and Transportation of Municipal Waste in North Region of IMC | 1100.00 Lac | 5.00 Lac | 10,000.00 | 7 years |
| 4. | Door to Door Collection and Transportation of Municipal Waste in South Region of IMC | 1100.00 Lac | 5.00 Lac | 10,000.00 | 7 years |

Key Dates: -

| Sl. No | Description | Date & Time |
|--------|---------------------------------------|------------------|
| 1. | Release of NIT | 21/10/2014 |
| 2. | Online Tender purchase start date | 27/10/2014 10:30 |
| 3. | Pre-bid meeting | 12/11/2014 15:30 |
| 3. | Online Tender purchase end date | 27/11/2014 17:30 |
| 4. | Online Bid Submission End date | 01/12/2014 15:30 |
| 5. | Mandatory Submission Date and Time | 04/12/2014 15:00 |
| 6. | Technical Proposal open Date and Time | 04/12/2014 15:30 |
| 7. | Financial bid open Date and Time | 10/12/2014 15:00 |

- Original EMD instrument & Technical document should reach office of under signed by 04.12.2014 up to 15:00 hrs
- Separate Bids are invited for each region. Bidder can quote separately for all four regions, but successful bidder can be allotted maximum work in 2 regions.
- Any other details or information can be received from the office of the CHO Indore Municipal Corporation, Indore
- Commissioner Indore Municipal Corporation reserves the right to cancel the tender in whole or part without assigning any reason

**Chief Health Officer Indore
Municipal Corporation Indore**

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person

**Tender for Door to Door Collection and Transportation of Municipal Solid Waste
as Per MSW Rules 2000 Within
South Region of Indore
Municipal Corporation**

CHECK LIST

To ensure that your offer submitted to IMC is complete in all respects, please go through the following checklist & tick mark for the enclosures attached with your offer:

| Sr. No. | Description | Remark |
|------------|--|--------|
| 1 | Earnest Money Deposit | |
| 2 | Tender document duly signed & sealed on every page, as a confirmation of acceptance of the terms & conditions of the tender. | |
| 3 | Details of similar work done, workorders, and certificates from the customers, as per the Bid Evaluation Criteria of the tender document | |
| 4 | Details of Technical staff available (Brief Biodata of key Personnel be given) | |
| 5 | Details of Infrastructure facilities available for executing such jobs | |
| 6 | Power of Attorney for Signing of Application as per Format given in tender document on a stamp paper of Rs.100 and duly notarized | |
| 7 | Letter of Application as per Format given in tender document | |
| 8 | Financial Capability as per Format given in tender document | |
| 9 | Annual accounts viz. Profit & loss account, Audited Balance sheet of last three years showing net worth and turnover of company | |
| 10 | IT returns for past three years duly certified by the Chartered Accountant | |

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person

PROJECT BACKGROUND

The Municipal Corporation of Indore (IMC) is among the largest municipal bodies in the Madhya Pradesh providing civic services. Indore, the premier city of Madhya Pradesh and Divisional Head Quarter, is situated almost centrally on the fertile Malwa plateau with its cardinal points 22^o 43' N latitude and 76^o42'E longitude with an altitude of 550m above mean sea level. Indore City has population of about 22.00 Lakhs (as per census 2011) and with an area of about 245 Sq. Km. The city is developing at a rapid pace.

City is divided into 85 wards. These wards have been clubbed under 15 zones. It is estimated that 1200 tons of solid waste is generated in the city each day which is to be collected from house to house and from Road side bins and waste dump location and transported to waste disposal site presently at Devguradiya.

IMC is keen on substantially improving the quality of service delivery of Municipal waste management activities in the IMC area and wishes to seek private sector participation for collection and transportation of MSW. The Commissioner, Municipal Corporation, Indore has invited online bids for daily door to door collection, secondary collection and transportation of Municipal Solid Waste from all houses, institutions, offices and commercial establishments in the service area as per Municipal Solid Waste (Management and Handling) Rules, 2000.

The private operator shall be responsible for the entire process of Primary and Secondary collection, transportation and unloading of collected MSW to the designated place at Devguradia Trenching Ground.

Developmental objectives:

IMC wishes to engage private operators for primary and secondary - collection & transportation of MSW. The purpose of this project would be to create an efficient and effective garbage collection system in Indore, with the following objectives:

- To comply with Municipal Solid Waste (Management and Handling) Rules, 2000.
- To improve the existing standards of public health and environmental quality by establishing efficient mechanism for collection and transportation of Municipal Solid Waste.
- Ensure clean and hygienic collection and transportation system of Municipal Solid Waste.
- Improve productivity of man, materials and equipment

INSTRUCTIONS TO BIDDERS A.

GENERAL

1. Notice Inviting Bids

- 1.1. The Commissioner, Municipal Corporation, Indore invites online bids from competent bidders for primary and secondary collection and transportation of Municipal solid Waste. The scope includes - daily door to door collection and transportation of Municipal Solid Waste from all houses, institutions, offices and commercial establishments and road side bins in Southern Region of Indore Municipal Corporation “service area” and unloading it at designated place at Waste Disposal Site.

2. Objective

To comply with Municipal Solid Waste (Management and Handling) Rules, 2000.

To improve the existing standards of public health and environmental quality by establishing efficient mechanism for collection and transportation of Municipal Solid Waste.

Ensure clean and hygienic collection and transportation system of Municipal Solid Waste.

Improve productivity of man, materials and equipment

3. Scope of work

3.1 Primary and Secondary : Collection and Transportation

- Daily Primary (door to door) collection and transportation of MSW from houses (including slums), hotels and restaurants, all commercial establishments, institutions, offices etc using feasible methods in the Southern Region of IMC “service area”.
- Daily Secondary collection and transportation of Municipal solid Waste which includes - road side bins and waste dump sites in Southern Region of Indore Municipal Corporation “service area” and unloading it at designated place at Waste Disposal Site.
- Collection and transportation of waste generated during festival seasons.
- Collection and transportation of Municipal waste from industrial establishments in service area.
- Operating and maintaining a dedicated collection and transportation mechanism for waste generated from restaurants, hotels, marriage gardens, vegetable and fruit markets, garden waste, dung, dairies etc.
- Operating and maintaining a dedicated collection and transportation mechanism for waste from slaughter houses, meat and fish markets etc.

- Operating and maintaining a collection mechanism for any other type of waste which is considered as Municipal solid waste in Municipal Solid Waste (Management and Handling) Rules, 2000.
- Commissioner IMC reserves right to change 4-5 wards from any region to other region.

3.2 Pre- transportation

- All equipments and vehicles required for Primary and Secondary : Collection and Transportation system is to be arranged by the contractor.
- IMC will not provided any equipments, vehicles or manpower for this contract.
- It shall be the responsibility of contractor to operate and maintain all the equipments, vehicles and manpower required for primary collection, secondary collection and transportation of Municipal Solid Waste.
- It shall be the responsibility of contractor to clean and sweep at least 5.0 meter area around the containers/bins.

3.3 Procurement/ Arrangement of equipments, vehicles and other accessories for collection, storage & transportation of MSW including their maintenance.

Collection and Transportation

- IMC will not provide any equipments, vehicles or manpower for door to door collection, secondary collection and transportation of MSW to the Contractor.
- Contractor shall arrange all the required equipments and vehicles at their own cost.

3.5 Repairs and Maintenance

- Contractor shall carry out regular repairing and maintenance of all equipments and vehicles being deployed by the Contractor at his own cost.

3.6 Capacity and Awareness Building

- Designing and implementing public awareness campaigns to elicit the best response from public in practicing source segregation, door-to-door collection and restraining from the traditional practices of dumping the wastes into the drains, littering on the roads and or any other space in the service area.

- Involve NGO, RWA, Corporators, IMC officials in public awareness campaigns.
- Co-ordinate with Indore, Municipal Corporation for providing effective and sustained services for collection and transportation of Municipal Solid Waste.

3.7 The scope would not include

- Sweeping of main and internal roads, open and parks, markets etc. except sweeping around the containers.
- Collection and transportation of bio medical waste and industrial hazardous waste.

3.8 Collection of Monthly Fee

- Contractor can collect approved user charges on behalf of IMC from residential and commercial establishments (as per list attached) for providing service of daily door-to-door collection and transportation of MSW.
- Contractor can collect approved user charges on behalf of IMC from hotels, restaurants, offices, shops, hospitals, institutions and commercial establishments for providing service of daily door step collection and transportation of MSW.
- The user charges have been decided by the corporation and list of rate is enclosed in this tender document. In case of discrepancy or disputes the Commissioner or person appointed by Commissioner or committee formed for the said purpose shall hear both the parties to decide the matter which shall be acceptable to the contractor.

4. Eligible Bidders

- 4.1. This invitation to bid is open to all Bidders who satisfy the technical and financial qualification criteria as per the tender document.

5. Issue of Bid Document

- 5.1. The Bidders may purchase a complete set of bidding documents from the online portal. The tender will be available online only.
- 5.2. The Bid Document is not transferable. Only the Bidder, who has purchased the bid document online, shall be entitled to participate in the bidding process.

6. Conflict of Interest

- 6.1 All Bidders, found to be in conflict of interest, shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in a bidding process, if they:
- (a) have controlling shareholders in common; or
 - (b) have the same legal representative for purposes of a bid

7. Cost of Bidding

- 7.1. The Bidder shall bear all costs associated with the preparation and submission of his bid and IMC will in no case be responsible or liable for those costs.
- 7.2 The bidder can bid for all the four regions mentioned in NIT, but bidder has to pay separate fees and EMD for all the four regions.

8. Site Visit

- 8.1 The Bidder is advised to visit and examine the service area under Municipal Limits of IMC and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract for collection and transportation of Municipal Solid Waste. The costs of visiting the service area shall be at the Bidder's own expenses.
- 8.2 The Bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals.

9. Contents of Bidding Documents

- 9.1 Any Addenda/Corrigendum issued by IMC in accordance with **clause -11** shall be the part of bid document.
- 9.2 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.

10 Clarification of Bidding Document

- 10.1 A prospective Bidder, requiring any further information or clarification of the bid documents, may notify IMC in writing in the pre-bid meeting. IMC will respond to any request for clarifications, which they receive in pre-bid meeting.

11. Amendment of Bidding Document

- 11.1 At any time prior to the deadline for submission of bids, the IMC may, for any reason, whether at its own initiative or in response to a clarification re-

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person

quested by a prospective bidder may modify the bidding documents by issuing addenda.

- 11.2 Any Addendum/Corrigendum thus issued shall be part of bidding documents pursuant to **sub-clause 9.1**, and it will be notified online to all purchasers of the bidding documents and will be binding on them.
- 11.3 To afford prospective Bidders reasonable time in which to take the addendum into account in preparing their bids, the IMC may, at its discretion, extend the deadline for the submission of bids.

PREPARATION OF BIDS

12. Language of Bid

- 12.1 The bid, and all correspondence and documents, relating to the bid, exchanged between the Bidder and the IMC, shall be written in the Hindi or English 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 prevail.

13. Bid Form and Price Schedules

- 13.1 The Bidder shall quote the rates online only.

14. Bid Prices

- 14.1 The Bidders are expected to work out their own rates, considering different aspects of scope of work. This includes all requirements under the Contractor's responsibilities for performing different tasks and, what so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc, operation, maintenance and training services and such other items and services as required to perform as per scope of work specified in the bidding documents, all in accordance with the conditions of the Contract.
- 14.2 All duties, taxes and other levies payable by the Contractor under the Contract shall be included in the online rates quoted by the bidder.

15. Escalation

No escalation shall be applicable during the contract period.

- 16.0 Approved User Charges for Daily door to door collection of MSW

| | | |
|----|---|--|
| 1 | RESIDENTIAL FLAT / BANGLOW | 40.00 / 50.00 |
| 2 | DHABA | 350.00 |
| 3 | PAN SHOP | 50.00 |
| 4 | TEA SHOP | 50.00 |
| 5 | SHOPS (KIRANA, DAILY NEEDS, CLOTHS, ETC.) | 200.00 |
| 6 | VEGETABLE / FRUIT SHOP | 100.00 |
| 7 | SWEET SHOP | 350.00 |
| 8 | OFFICES (2 ROOMS) | 100.00 |
| 9 | OFFICES (3 - 5 ROOMS) | 250.00 |
| 10 | OFFICES (6 - 10 ROOMS) | 1000.00 |
| 11 | OFFICES (11 – 20 ROOMS) | 2000.00 |
| 12 | BANK & INSURANCE | 500.00 |
| 13 | PRIVATE PRIMARY SCHOOL | 500.00 |
| 14 | PRIVATE SECONDARY / HIGHER SECONDARY SCHOOL | 1000.00 |
| 15 | BAKRIES / CONFECNORIES | 500.00 |
| 16 | HOTEL / LODGEGING/ GUEST HOUSES UPTO 10 ROOMS | 1000.00 |
| 17 | HOTEL / LODGEGING/ GUEST HOUSES UPTO 11 TO 20 ROOMS | 1500.00 |
| 18 | HOTEL / LODGEGING/ GUEST HOUSES UPTO 21 TO 30 ROOMS | 2000.00 |
| 19 | HOTEL / LODGEGING/ GUEST HOUSES ABOVE 30 ROOMS | 5000.00 |
| 20 | FACTORIES | 500.00 |
| 21 | WORKSHOPS | 550.00 |
| 22 | RESTAURANT | 1000.00 |
| 23 | CINEMA HALL / MULTIPLEX PER HALL | 1500.00 |
| 24 | BANQUET HALL / STAR HOTEL/MARRIAGE GARDEN | 5000.00 & 2000.00 PER TRIP FOR EXTRA TRIPS |
| 25 | ALL OTHER ESTABLISHMENTS | 500.00 |
| 26 | VEHICLE ON REQUEST / DEMAND | 1500.00 |
| 27 | STREET VENDORS | 50.00 |
| 28 | HEAVY VEHICLES PARKED ON THE ROAD | RS. 50.00 PER VEHICLE |

Approved User Charges for door to door collection of Municipal Solid Waste from Hospitals and Nursing homes

| S.no | Category | No of beds | Rates per bed per day |
|------|------------|-------------------------|---------------------------|
| 1 | Category A | More than 101 beds | Rs2.00./- per bed per day |
| 2 | Category B | More than 51 – 100 beds | Rs1.75./- per bed per day |
| 3 | Category C | More than 31 – 50 beds | Rs1.50./- per bed per day |
| 4 | Category D | More than 11 – 30 beds | Rs1.25./- per bed per day |
| 5 | Category E | Upto ten beds | Rs300./- per month |

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person

17. Bid Validity

- 17.1 Bids shall remain valid for a period of 180 (one hundred and eighty) days after the date of bid opening.

18. Earnest Money Deposit

- 18.1 The Bidder shall deposit and keep deposited with the Municipal Corporation, Indore a sum of Rs 5.00 Lac as Earnest Money Deposit (EMD).
- 18.2 The Earnest Money Deposit (EMD) shall be in the form of a Demand Draft from a nationalized/ scheduled bank in favour of the Commissioner, Municipal Corporation Indore payable at Indore.
- 18.3 The failure or omission to deposit the Earnest Money Deposit with the bid shall disqualify the Bidder and such disqualified Bidders shall be excluded from its consideration in bidding process.

19. Forfeiture of EMD

- 19.1 The Bidder shall not revoke his bid or vary its terms and conditions without the consent of the Indore Municipal Corporation during the validity period of bid. If the Bidder revokes the bid or varies its terms or conditions contrary to its promise to abide by this condition, the Earnest Money Deposit submitted by Bidder shall stand forfeited without prejudice to his other rights and remedies and the Bidder shall be disentitled to submit a bid to the Indore Municipal Corporation for execution of any work during the next twenty-four (24) months effective from the date of such revocation.
- 19.2 If the successful Bidder does not pay the Security Deposit in the prescribed time limit or fails to sign the contract agreement his Earnest Money Deposit will be forfeited by the Indore Municipal Corporation.

20. Refund of Earnest Money

- 20.1. Earnest Money Deposit of unsuccessful Bidders shall be refunded after the successful Bidder furnishes the required Security Deposit to the Indore Municipal Corporation and signs the Contract Agreement or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

21. Bid Security against the Work

- 21.1 The Successful Bidder shall furnish to the IMC a Security Deposit AGAINST PERFORMANCE as follows.

A sum, of Rs.10 lakh shall be paid by the contractor within thirty (30) days from the date of issue of the letter of acceptance of bid from the IMC. It is optional to the Contractor to make the Security Deposit in any one of the following ways

- i. Wholly in form of Bank Guarantee in favor of the Commissioner, Indore Municipal Corporation, Indore for the term of the contract.
- ii Fixed Deposit from Nationalized/ Scheduled Banks in the joint name of Commissioner, Indore Municipal Corporation Indore and the Contractor.

22. Forfeiture of Security Deposit against Work

- 22.1 The bid security may be forfeited, if the bidder does not accept his bid, as prescribed in this bid document.
- 22.2 If during the term of this contract, the contractor is in default of the due and faithful performance of his obligations under this contract, the Municipal Corporation, Indore shall, without prejudice to it's other rights and remedies here under or at the Applicable Law, be entitled to call in, retain and appropriate the Security Deposit.

23. Alternative Proposals of Bidder

- 23.1 Bidders shall submit only one offer for one region which comply with the documents, including the IMC Requirements as indicated in the bidding documents. Alternative bid and conditional bid will not be considered and bid shall be rejected in such cases.

24. Signing of Bid

- 24.1 The bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the IMC, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 24.2 All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing.

25. SUBMISSION OF BIDS

- 25.1 The Bidder shall submit the bid in two envelopes, one containing only the **Earnest Money Deposit (EMD)** and other containing **Technical Proposal**. **Price bid should be submitted online only otherwise the proposal shall be rejected.**
 - The envelope, containing Earnest Money Deposit (EMD) will be marked as envelope No. 1
 - The envelope containing Technical Proposal will be marked as envelope No. 2.
 - Both these envelopes shall be sealed and kept in a bigger envelope.
- 25.2 The price proposal shall be submitted online only.

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

25.4 If the envelopes are not sealed and marked as above, the IMC will assume no responsibility for the misplacement.

26. Deadline for Submission of Bids

26.1 Bids must be submitted online as per the dates and time given in the tender document.

26.2 The IMC may, at its discretion, extend the deadline for submission of bids by issuing an Addendum/Corrigendum.

27. Late Bids

27.1 Any bid received by the IMC after the prescribed deadline for submission of bids will be rejected.

F. MANNER OF OPENING OF BID

28. Opening of Proposals

28.1 The Competent Authority will open the bids online on the prescribed dates.

28.2 The technical bids received will be evaluated for qualification. The Competent Authority will open price proposals, of those Bidders who qualify as per the technical and financial evaluation criteria.

The price proposals of those Bidders will not be considered who have not been found eligible or who does not qualify as per the technical and financial evaluation criteria. Such price proposals shall be rejected.

28.3 Bids once submitted online will not be allowed to be checked or changed or rectified.

AWARD OF CONTRACT

29. Award

29.1 The IMC will award the Contract who has offered the Lowest Bid Price subject to the approval of Indore Municipal Corporation Indore .

30. IMC's Right to accept any Bid and to Reject any or all Bids

30.1 The Commissioner IMC 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 IMC's action.

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person

31. Notification of Award

- 31.1 Prior to expiry of the period of bid validity prescribed in bid document, the IMC will notify the successful bidder that his bid has been accepted.
- 31.2 The notification of award will constitute the formation of the Contract.
- 31.3 Upon the furnishing by the successful Bidder of Security Deposit, the IMC will promptly return the EMD of other bidders.

32. Signing Of Contract Agreement

- 32.1 The IMC shall notify the successful bidder that his bid has been accepted, the IMC will send the bidder the Form of Contract Agreement.
- 32.2 Within 15 calendar days from the date of issue of letter of acceptance, the successful bidder shall sign the Form of Contract Agreement in duplicate on non judicial stamp paper of value as per regulation of Government and return it to the IMC. One copy of signed agreement will be provided to the successful contractor and original will be retained by the IMC.

33. Corrupt And fraudulent Practice

The Indore, Municipal Corporation requires that contractors observe the highest standard of ethics during the execution of such contracts.

- (a) The Indore Municipal Corporation will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

34. Rejection of Bids

- 34.1 The bids are liable to be rejected if the Bidder
 - (i) does not submit the Earnest Deposit Money(EMD) in prescribed form.
 - (ii) does not sign every page of bid with seal of Contractor/firm .
 - (iii) does not quote rates inclusive of duties and taxes.
 - (iv) stipulates any conditions in the bid.
 - (v) fails to initial corrections.
 - (vi) stipulates the bid validity period of his Bid less than what is prescribed by IMC in the Bid documents.

35. Important Points to be Noted By The Bidder:

- 35.1 The rates to be quoted online shall be inclusive of all taxes, local taxes etc to be paid by the Bidder for the work/Service and claim for extra payment on any such account shall not be entertained.
- 35.2 Any change that will be made in the bid document by the Municipal Corporation, Indore after issue of the Bid Document will be intimated to the

Bidder in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the bid.

- 35.3 The Financial offer should be submitted online only. No hard copy of Price bid should be submitted.
- 35.4 The Bidder shall be deemed to have studied the scope of works/service, terms and conditions. The Bidder shall inspect and examine the service area and its surroundings and shall satisfy himself before submitting his bid as to the nature of the work/service and vehicles/machineries necessary for the completion of the works/services.
- 36. Stamp Duty, Legal and Statutory Charges**
- 36.1 It shall be incumbent on the Successful Bidder to pay stamp duty for the Contract Agreement, as applicable on the date of the execution.
- 37. Rights of the Corporation**
- 37.1 Indore Municipal Corporation reserves the right to suitably increase/reduce the scope of work included in this bid document.
- 37.2 Commissioner IMC reserves the right to accept or reject any application and cancel, reduce or divide the contract under this tender without assigning any reason.

GENERAL CONDITIONS OF CONTRACT

THE CONTRACT

A. DEFINITIONS

In the Contract (as defined below) the words and expressions defined below shall have the meanings assigned to them, except where the context requires otherwise.

1. Documents

- (i) **“Contract”** means Conditions of Contract , the Employer’s Requirements, the Tender, the Contractor’s Price Proposal, the Annexure, the Letter of Acceptance, the Contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- (ii) **“Employer’s Requirements”** means the description of the scope and programme of works/services, as included in the Contract, and any alterations and modifications thereto in accordance with the Contract.

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person

- (iii) **“Tender”** means the Contractor’s priced offer/offered rates to the Employer for the Works/Services.
- (iv) **“Activity Schedule”** means schedule of activities comprising the different tasks/operations to be performed by the Contractor under the Contract.
- (v) **“Works”** are what the Contract requires the Contractor to carry out and perform.
- (vi) **“Acceptance Letter”** means the document from the Employer on behalf of Indore Municipal Corporation, Indore addressed to the Contractor indicating acceptance of the Contract Price and its acceptance of the Contractor as the preferred Party to carry out the works, perform services and operations under the Contract.
- (vii) **“Contractor’s Bid”** means the completed document submitted by the Contractor to the Indore Municipal Corporation, Indore. The term Contractor’s Bid and tender have been used synonymously.
- (viii) **“Applicable Law”** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect and here in after in India, including judgments, decrees, injunctions, writs or orders of only court of record, as may be in force and effect during the subsistence of Agreement to be signed under this Contract.
- (ix) **“Affected Party”** means Party claiming to be affected by a Force Majeure Event as described in the bid document.
- (x) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained and maintained by the Contractor under Applicable Laws.
- (xi) **“Arbitration Act”** means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or nay re-enactment thereof as in force from time to time.

2. Persons

- (i) **“Authority”** means any agency, legislative, judicial or executive authority, department, ministry, public or statutory person, whether autonomous or not, of the Government of India or Government of Madhya Pradesh or any Local Authority including the Indore Municipal Corporation or any other sub-division or instrumentality of any thereof.

- (ii) **“Party”** means either the Indore Municipal Corporation or the Contractor; any of the parties to this Contract and **“Parties”** means both the party to this Contract.
- (iii) **“Competent Authority”** is the Person or Persons, appointed by the Commissioner, Indore Municipal Corporation, Indore and notified to the Contractor, who shall be responsible for supervising the Contractor, administering the Contract, certifying payments due to Contractor. The Commissioner IMC shall be the Competent Authority for this contract. The Commissioner, Indore Municipal Corporation, Indore may also appoint any Person or Persons to assist the Competent Authority for this Contract. Any Person or Persons appointed by the Commissioner, Indore Municipal Corporation, Indore to carry out the responsibilities of the Competent Authority and assist him/her, shall be termed as the **“Competent Authority’s Representative”**.
- (iv) **“IMC”** means Indore Municipal Corporation as incorporated under the Madhya Pradesh Indore Municipal Corporation act, 1956.
- (v) **“Municipal Commissioner”** means the Commissioner of Indore Municipal Corporation for the time being holding that office and also his/her successor and shall include any officer authorized by him/her. The Municipal Commissioner shall, subject to the provisions of relevant sections of the Acts applicable, act as the Corporation’s Representative for the purposes of this Contract.
- (vi) **“Employer”** means the Commissioner, Indore Municipal Corporation, Indore and the legal successors in title to such person, but not (except with the consent of the Contractor) any assignee of such person.
- (vii) **“Contractor”** means the person or Corporate and body, whose tender has been accepted to carry out the work and perform the services by the IMC and the legal successors in title to such person, but not(except with the consent of the Employer) any assignee of such person.
- (viii) **“Employer’s Representative”** means the person appointed by the Employer to act as Employer’s Representative for the purpose of the Contract. Any person appointed from time to time by the Employer and notified as such to Contractor shall be considered as Employer's Representative.
- (ix) **“Contractor’s Representative”** means the person (if any) named as such in the Contract or other person appointed from time to time by the Contractor.

- (x) **“Successful Contractor”** means the Company and any person or corporate and body appointed by the IMC to perform services and carry out works under this Contract.
- (xi) **“Person”** means any natural person, firm, Corporation, 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.

3. Dates, Times and Periods

- (i) **“Commencement Date”** means the date when the Contractor shall commence his operations in the service area.
- (ii) **“Completion Date”** is the date of completion of the operations/activities and as certified by the Competent Authority.
- (iii) **“Contract Period,”** means the tenure of the Contract, upon completion of which this Contract terminates. The tenure is said to have commenced from the date of issue of acceptance letter. The Contract period is seven years from the date of issue of letter of acceptance.
- (iv) **“Operating Year”** means each successive period, the first such period commencing on the date on which daily collection and transportation of MSW in the service area commence and ending three hundred and sixty five (365) days.
- (v) **“Termination Date”** means the date on which the Contract is terminated by way of defaults of either the Corporation or the Contractor, or as a result of a Force Majeure Event, or as indicated in the Conditions of Contract.
- (vi) **“Day”** means a calendar day, **“Months”** means calendar months and **“year”** means 365 days.

4. Money and Payments

- (i) **“Contract Price”** means the payment to be made by the IMC to the Contractor for carrying out works and performing different operations as specified in the tender document and agreement.
- (ii) **“Tax”** means the Indian Tax, duty, levy, and charge whatsoever charged, imposed or levied by Central, State or Local Governments or any Authority together with any interest and penalties in relation thereto.
- (iii) **“Cost”** means all expenditure properly incurred (or to be incurred) by the Contractor whether on or off the service area, workshop,

including overhead and other similar charges, but does not include profit.

5. Other Definitions

- (i) "**House/Property**" means a house/property, existing in the area of Indore Municipal Corporation, Indore.
- (ii) "**Good Operating Practices**" means standards, practices, methods and procedures as practiced in India and conforming to all specifications, law, directives, 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 Contractor, engaged in the same type of undertaking under the same or similar circumstances as the Contractor pursuant to this Contract.
- (iii) "**Corrupt Practice**" means the offering, giving, receiving or soliciting, directly or indirectly of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (iv) "**Fraudulent Practice**" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Corporation, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- (v) "**Collusive practices**" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Indore Municipal Corporation, designed to influence the action of any party in execution of a contract;
- (vi) "**Coercive practices**" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in bidding process, or affect the execution of a contract.
- (vii) "**Law**" includes any constitutional provisions, statutes, laws, decrees, ordinance, subordinate legislation, orders, rules or regulations having the force of law and rules of civil and common law and equity.
- (viii) "**MSW**" means any municipal solid waste /garbage/silt/and all waste defined as municipal solid waste in MSW rules 2000 generated within the service area.

- (ix) **“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 in the MSW Rules, 2000.
- (x) **“Dry Garbage”** means any recyclable garbage consisting of plastic, metal, thermacol, foam, glass, rexene, battery cells, paper, cloth, etc. and as defined in the MSW Rules, 2000.
- (xi) **“Service Area”** means the entire area under different wards as specified in the tender document of Indore Municipal Corporation, Indore.
- (xii) **“MSW Rules, 2000”** means the Municipal Solid Waste (Management and Handling) Rules, 2000 made pursuant to the provisions of the Environment (Protection) Act, 1986 and includes any amendment thereto as in force from time to time.
- (xiii) **“Parking Site”** means the place provided by IMC to contractor for purpose of parking, repairing and refueling of vehicles during the contract period.
- (xv) **“Disposal Ground”** means the trenching ground at Devguradiya, Indore for the purpose of disposal of MSW.
- (xvi) **“Beat”** means the area to be assigned to one Safai Kamgar for daily door to door collection as per the norms mentioned in Manual on Municipal Solid Waste issued by the Central Public Health Environmental Organization, Ministry of Urban Development, Government of India.

B. REPRESENTATION AND WARRANTY 6.

Representations and Warranties of Parties

- 6.1 The Contractor represents and warrants to IMC for the term of this Contract that:
- (a) it is duly organized, validly existing and in good standing under the Laws of India;
 - (b) it has the requisite experience, expertise and skills to manage, operate and maintain the services of daily door to door collection, secondary collection and transportation of MSW and carry out the operations under this Contract; and
 - (c) it has the financial standing and capacity to undertake the Contract.
 - (d) prior to executing this Contract, the Contractor has conducted a due diligence audit to its satisfaction in respect of the Corporation,

contractual structure for carrying out the operations and performing services including conditions of existing area, Applicable Laws and clearances and all matters related to this Contract. The Contractor is entering into this Contract on the basis of his own satisfaction based on his due diligence audit.

- (e) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.
 - (f) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect.
 - (g) no representation or warranty by the Contractors contained herein or in any other document furnished by it to IMC or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
 - (h) no bribe or illegal gratification has been paid or will be paid in cash or kind to any person to influence the Bidding Person.
 - (i) Without prejudice to any express provision contained in this Contract Agreement, the Contractor acknowledges that prior to the execution of Agreement under this Contract, the Contractor has after a complete and careful examination made an independent evaluation of the Existing facilities and infrastructure in service area and the information provided by IMC, and has determined to his satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by Contractor in the course of performance of his obligations hereunder.
- 6.2 The IMC represents and warrants to Contractor for the term of this Contract that:
- (a) IMC has full power and authority to award this Contract
 - (b) IMC has taken all necessary actions to authorize the execution of this Contract.
 - (c) This agreement under this Contract constitutes IMC's legal valid and binding obligation enforceable against it in accordance with the terms hereof:

7. Obligation to Notify Change

7.1 In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who has made such representation or given such warranty shall promptly notify the other of the same.

8. Assignment and charges

8.1 The Contractor shall not assign in favour of any person this Contract or the rights, benefits and obligations hereunder, save and except with prior consent of IMC. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of sub-contractor and his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

9. Amendments

9.1 This Contract is a complete and exclusive understanding of the terms of the Contract between the Parties on the subject hereof and no amendment or modification here to shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

10. Communications

10.1 Communications between Parties, which are referred to in the conditions are effective only when in writing.

10.2 All instructions, notices, communications, etc. under the Contract shall be given in writing and shall be either in Hindi or English. If sent by registered post to the last known place or abode or business of the Contractor shall be deemed to have been served on the date.

C. INTERPRETATION AND CONTRACT STRUCTURE

11. Interpretation & Law

11.1 The language of this Contract Document is English and the law, which applies to this Contract, shall be the Law of the Republic of India. The Courts at Indore shall have jurisdiction all over matters, arising out of relating to Agreement under this Contract.

12. Contract Period

- 12.1 The Contractor shall commence performing different activities from the date of acceptance letter, complete all pre-operational activities and arrange for all mobilization within thirty (30) days from the date of issue of work order.
- The contractor should ensure commencement of daily door to door collection, secondary collection and transportation of MSW in the service area within 30 (thirty) days from the date of issue of work order and should provide its services to the whole service area within 60 days.
- 12.2 The Contract Period shall commence from the date of acceptance letter for a period of seven years. The Indore Municipal Corporation shall review the performance level of work/service under this Contract for renewal of contract for subsequent Operating Year.
- 12.3 The contract period can be renewed for 5 (five) years by the Employer on behalf of Indore Municipal Corporation on the basis of performance level of work/service and rates. Alternatively, if the Contractor wishes to discontinue his services and operations at the end of the contract period of 7 (seven) years, he shall provide a minimum of ninety (90) days notice requesting for such discontinuation.
- 12.4 Notwithstanding anything the Contractor shall continue to provide services and perform operations till the appointment of a Successor Contractor.
- 12.5 The performance of service and work of the Contractor shall be evaluated by Health Department under Indore Municipal Corporation, Indore every month and report be submitted to Competent Authority through Health Officers.
- 12.6 In the event that the Parties agree to continue with the current Contract after Contract period of seven (7) years, all Conditions of Contract shall be followed as laid out in this bid document. On mutual consent of both the parties new conditions can be added or deleted in the contract terms.

13. Price Adjustment

- 13.1 The rate for daily door to door collection, secondary collection and transportation of MSW shall be on per Ton basis and shall hold well throughout the contract period.

D. PRIME FEATURES OF WORK/SERVICE TO BE PERFORMED/ PROVIDED

14. Prime Features of Work/Service

14.1 The prime features of work/service, to be performed and provided under this contract by the contractor, are as follows

- (a) The work encompasses collection of all type of Municipal Solid Waste through daily door to door at source from houses, hotels, restaurants, offices, shops, institutions and other commercial establishment etc., secondary collection from bins and dump sites and transportation to disposal site in the service area.
- (b) The prime objective of the tender is to make bin free city. It shall be the responsibility of contractor to design door to door collection so as to make their service area bin free within 2 years from the start of the work. Bins may be placed at few locations in consultation with IMC officials.
- (d) The end results aim at implementation of operations and providing of services as defined in the MSW Rules, 2000.
- (e) The prime objective of the bid aims at collecting and transporting all the Municipal Solid Waste in the service area, door to door i.e. premises to premises, properties to properties, buildings to buildings, etc.
- (f) Daily door to door collection of MSW from residential areas will be carried out generally in first shift, but it can be spread in two shifts, if desired. Collection of MSW from Offices, institutions, commercial establishment etc. will be carried out as per the field situations.
- (g) Daily door-to-door collection of MSW will be carried out beat-wise/street-wise/sector-wise by suitable equipments and vehicle.
- (i) The services of door-to-door collection, secondary collection and transportation of waste shall be carried on all 365 days in a year irrespective of any National Holidays, Festivals and Sundays.
- (j) All the MSW generated and collected shall be lifted and transported to disposal site with in 24 hrs.
- (k) Dumping of the MSW on floor or ground is prohibited.
- (l) Ensuring no open dumping points/spots within the service area and no lettering of MSW on open place/places.

(m) The MSW shall not be disposed off/dumped/unloaded at any place other than the specified. Disposal of waste in any other area than specified will be termed as Deficiency of Service.

(n) The bidder will make efforts to develop such mechanism of collection of MSW, which minimizes the need of containers.

15. Working Hours

15.1 The Contractors shall provide a time chart for collection and transportation of MSW in service area in consultation with IMC. The company should ensure operations as per the schedule decided.

15.2 The Contractor shall ensure the presence of his personnel every day at specified time.

15.3 The Contractor can modify the working hours with the consent of the IMC. The Contractor should inform of such changes to IMC.

15.4 The Contractor shall ensure all operations on three sixty five (365) days of a year irrespective any National Holidays, Sundays and Festivals.

E. RESPONSIBILITIES

16. IMC's Responsibilities

16.1 The staff of Health Department of IMC or an independent inspection agency appointed by IMC shall super-visit the Contractor's work and services in the direction of the Competent Authority at all times and notifies the Contractor of any defects found/identified in operation and service level during inspection. Such inspection/checking shall not affect the Contractor's responsibilities. The Contractor shall have to correct a defect and improve service level within the time specified in the notices.

17. Contractor's Responsibilities

17.1 The Contractor shall not modify or alter any operations and timings without prior permission of the Competent Authority.

17.2 The Contractor shall carry out his operations, perform work and provide services so as not to interfere unnecessarily or improperly with the convenience of the public.

17.3 Carrying out his 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.

17.4 The Contractor shall be responsible for the safety of all his activities & his personnel deployed for performing the work and providing services under this contract 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.

17.5 Procurement of spares, accessories, shall be bourn by the Contractor.

17.6 Carry out regular repairing and maintenance of handcarts / tricycles deployed by the Contractor at his own cost.

18. Environmental Compliance

18.1 The Contractor shall, at all times, ensure his operations and services regarding collection of MSW confirming to the laws pertaining to environment, health and safety aspect including MSW Rules, 2000, policies and guidelines related thereto.

19. Maintenance of Records

19.1 The Contractor shall maintain records of the waste collected in the require format as required by IMC.

20. Sale/disposal of Recyclable Waste

20.1 The Contractor shall not sell or otherwise dispose of recyclable waste, recovered from the Municipal Solid Waste.

21. Insurance

21.1 The Contractor shall insure his workmen, equipment etc. No additional burden should fall on the IMC due to absence of insurance.

21.2 The Contractor shall take out all necessary insurance against theft, dacoit, fire or other contingencies for infrastructures being developed/arranged/deployed/taken from IMC in his possession under this contract. IMC shall not be responsible for any type of liability in this regard.

22. Accidents

22.1 It shall be the Contractor's responsibility to protect to workmen, materials, equipment, vehicles and other immovable property in possession against accidents.

22.2 The Contractor shall be solely responsible for any death or body injury to his staff member or any of the people/person in the employment of the Contractor. This includes any third party claims.

22.3 On the occurrence of an accident, arising out of works, which results in death or which is so serious as to be likely to result in death, the Contractor shall within 24 hours of such accident, report in writing to the Competent

Authority, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action taken.

- 22.4 In the event of an accident in respect of which compensation may become payable under The Workmen's Compensation Act, (VIII of 1923) or any other act including all modifications hereof whether such compensation may become payable by the Contractor or by the Indore Municipal Corporation, the IMC shall retain whole or part of the deposit due and payable to the Contractor such sum or sums or money as may in the opinion of the IMC sufficient to meet out liability, on receipt of award from the Labour Commissioner in regards quantum of compensation the difference in amount will be adjusted.

F. STAFF & LABOUR

23. Engagement of Staff & Labour

- 23.1 The Contractor shall employ skilled, disciplined and sincere labour (Safai Kamgar here called as Swachhata Doot) in sufficient numbers for carrying out door to door collection, loading and unloading operations at the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract for timely fulfilling of the Contractor's obligations under the Contract and to the satisfaction of the Competent Authority.
- 23.2 The number of persons to be provided for door to door collection shall be at least one on every 200-300 houses depending upon the area/location. He shall have to prepare work distribution plan by dividing the entire service area into different beats/sectors, each beat/sector to be assigned to one Safai Kamgar here called as Swachhata Doot, duly taking into consideration the number of houses and length of roads. In preparing beat-wise/sector-wise manpower deployment plan, the Contractor shall have to comply with the norms mentioned in the Manual on Municipal solid Waste Management issued by the Central Public Health and Environmental Organization, Ministry of Urban Development, Government of India. Besides, the Contractor shall have to deploy the minimum one supervisor for each ward and one coordinator for each zone. The Contractor shall have to deploy the required numbers of staff as essential to perform the functions and provide services to desired degree of performance level.
- 23.3 Any lack of workforce shall be considered as a Contractor's deficiency. The Contractor shall ensure sufficient staff for different operations under this Contract. No additional payments will be made, if the increase in the work force and equipments are needed at a later stage to meet the requirement of work. The Contractor may, at his own cost and responsibility, increase workforce and equipments in order to meet the

requirement of work. The Contractor has to ensure presence of adequate workforce to carry out the different task effectively to the satisfaction of Indore Municipal Corporation.

- 23.4 The staff and workers deputed by the Bidder during the course of contract must behave decently with the Corporation's officers and staff and with the common people. The Bidder shall have to withdraw such person, who is found to be undisciplined, misbehaving, under the influence of intoxicant or whose services are considered detrimental to the Corporation's Interest. The Contractor shall be solely responsible for the behavior and honesty of deployed Workforce. The competent Authority reserves the right to ask for the replacement of the personnel not found fit enough in respect of discipline, honesty and sincerity. The Contractor shall ensure that such person leaves the service area within seven (7) days and has no further connection with operation under this Contract. The Contract shall then appoint or deploy a suitable replacement of such person. Failure to replace the personnel after issuance of notice by the Competent Authority will be considered as deficiency in the service.
- 23.5 The Contractor shall comply with all the provisions of the laws regarding deployment of labour under the contract. It shall be the liability and responsibility of Contractor to implement the provisions of Acts; the Abolition of Contract Labour Act, The Minimum Wages Act and the Workmen's Compensation Act. In addition to followings:
- (a) The Contractor shall not employ in connection with the operations and services under this contract any person who has not completed his/her eighteenth year of age.
 - (b) At all times during continuance of the Contract, the Contractor shall abide by all existing and future labour enactment and rules made there under, regulations, notifications and bye-laws of the Central, State or Local Government. The Contractor shall keep the Corporation indemnified in case any action is taken against the Corporation by any Authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.
 - (c) The Contractor shall keep all records desired under the said labour laws submit periodical returns to the respective statutory Authority. The Contractor shall in respect of labour employed by him comply with or cost to be complied with provisions of the various labour laws and the Rules and Regulations as applicable to them in regards to matters provided therein.
 - (d) The Contractor shall obtain the license in accordance with the Rules and Provisions of Contract Labour (Regulation and abolition) Act, 1970 and adhered all terms and condition stipulated therein if applicable.

- (e) The Contractor shall pay the staff deployed by him under this Contract as per the minimum wages act in force and amendments.
- (f) Notwithstanding anything contained herein, the Corporation may take such action as may be necessary for compliance of the various Applicable Labour Laws and to recover the cost thereof from the Contractor.

24.0 The Contractor shall take full responsibility to provide the following facilities to his deployed staff/ laborers.

- (a) The payment of wages to the workers & giving all other facilities according to the Minimum Wages Act & Employees State Insurance Scheme.
- (b) Medical check-up of each staff engaged with management and handling of Municipal Solid Waste under this Contract once every twelve month for communicable diseases at the Contractor's cost and submitting the report to the Competent Authority.
- (c) Ensuring deployed staff in pre-scribed uniform and Identity Card with photo during working hours.

Note :Logo of IMC shall be as per the approved design on the uniform.

25. Indemnification

25.1 The Contractor shall indemnify and keep indemnified the Corporation against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the operations and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

25.2 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of,

- i. Payment of Wages Act, 1936;
- ii. Minimum Wages Act, 1948;
- iii. Employers Liability Act, 1938;
- iv. The Workmen's Compensation Act, 1923;
- v. Industrial Dispute Act, 1947;
- vi. Indian Factories Act, 1948; and
- vii Any other relevant act

or any modifications thereof and rules made there under from time to time or as a consequence or any accident or injury to any workman or other persons in or about the operations, and also against all cost, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any such claim without limiting his/her obligations and liabilities as above provided.

26. Contractor's Superintendence

- 26.1 The Contractor shall provide all necessary superintendence while carrying out his operations for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor shall nominate a competent and authorized representative ("Contractor's Representative") approved by the Competent Authority, which approval may at any time be withdrawn. The Contractor's Representative shall give his whole time to the superintendence of the operations and shall receive, on behalf of the Contractor, instructions from the Health Officer/Chief Sanitary Inspectors.
- 26.2 If the Competent Authority withdraws approval of the representative, the Contractor shall remove the representative from the operations within thirty (30) days, and replace him by another representative approved by the Competent Authority.

G. CONTRACT PERFORMANCE

27. Reporting

- 27.1 The Contractor shall provide mobile phones to Manager and Supervisors. These telephone numbers should be communicated to IMC.
- 27.2 The Contractor shall carry out all reporting to the concerned Zonal Officers and Health Officer of Indore Municipal Corporation, Indore as follows.
- A daily Summary of transported Waste shall be submitted to the Chief Health Officer (CHO) weekly in Format required by IMC.
 - A daily report of complaint received from the public/Municipal Staff and taken actions shall be submitted to the office of the Chief Health Officer weekly in Format required by IMC.
 - A monthly report of position/removal/change of place of containers in the service area shall be submitted to the office of the C H O.

28. Pre-Operational Activities

- 28.1 The Bidder shall have to complete the various activities before starting operations of collection of MSW in the service area. The Bidder shall commence all activities concurrently. The details of activities are as follows.

| S.N o. | Description of Activity | Duration for Completion of Activity (in Days) |
|--------|---|--|
| 01 | Issue of Letter Of Acceptance (LOI) from employer | Start date |
| 02 | Acceptance of LOI from contractor | Within seven (7) days from the date of issue of LOI. |
| 03 | Deposit of Security Deposit with IMC | Within thirty (30) days from the date of issue of LOI. |

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person

| | | |
|----|--|--|
| 04 | Signing of Agreement | Within thirty (30) days from the date of Letter of acceptance(LOI). |
| 05 | Issue of work order | On the date of signing of agreement |
| 06 | Preparing Daily Route Plan and submitting to the Competent Authority. Submission of beat-wise/sector -wise Manpower (Supervisors and Safai Kamgar) | Within (10) days from the date of issue of work order to the Contractor to commence work by the Employer |
| 07 | Training to the field staff deployed for collection of MSW | Minimum two days training to all within seven days after their recruitment |
| 08 | Meeting with the Competent Authority to review all activities | Meeting Regularly and reporting about the progress weakly in writing |

29. Pre-operational Infrastructure

29.1 The Contractor shall arrange to provide the infrastructure for daily door to door collection, secondary collection and transportation of MSW including O&M requirements under this contract.

(a) Man-Power

- (i) For daily door to door collection, secondary collection and transportation of MSW from houses, hotels, restaurants, offices, institutions, and other various commercial establishments, etc.
- (ii) For supervision and monitoring service of daily door to door collection secondary collection and transportation of MSW.

H. CONTRACT PRICE AND PAYMENT

30. Contract Price

- 30.1 The Contract Price shall cover all expenditure incurred on staff, establishment, maintenance and repairs, spares and consumables, fuel and any other expenses, The Contract Price shall also include all duties, taxes, that may be levied in accordance to the laws and regulation in-force on the Contractor's equipment, materials, supplies (permanent, temporary and consumables) to be used on or furnished under the Contract and on the operations to be performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any Tax that may be levied on its operations or on profits made by him in respect of the Contract.
- 30.2 The Contractor shall pay Taxes on all payments made to him under the Contract. The Contractor shall pay all the Taxes directly to the Government of Madhya Pradesh and to the Government of India or to the concerned department. IMC shall not take any responsibility for any kind of Tax payment to the Government or Quasi-Government bodies at any point of

time, other than those required to be deducted at source before the payments are made to the Contractor under any law & those practice to the Indore Municipal Corporation. The Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

31. Payment

31.1 The IMC shall make the payment to the Contractor for performing works and providing services as follows.

(a) For daily door to door collection secondary collection and transportation of MSW from houses

The Contractor shall collect charges from households or citizens throughout the entire contract period in addition to the rate fixed on per ton basis by IMC.

(b) For daily door to door collection of MSW from hotels, restaurants, offices, institutions and other various commercial institutions.

The IMC will not make any payment to the Bidder for collection of MSW from hotels, restaurants, offices, institutions and other various commercial establishments but shall authorize the Bidder to collect monthly fee from these waste generators for providing service of daily door to door collection and transportation of MSW as per pre-notified rates which have been mentioned in this bid document. This will be in addition to the rate fixed on per ton basis by IMC for collection and transportation.

32. Procedure of Payment

32.1 The Contractor should submit the Bank and its branch name with his Account Number to IMC through the Competent Authority after signing the agreement under this contract. IMC shall make payment only by account payee cheque.

32.2 The Contractor shall raise monthly bills as per the rate finally agreed and approved under the contract. The bills shall be in accordance with the operations carried out during the contract period from the last date of previous bill.

32.3 The payment will be made in Indian Rupees only with in 30 days of the receipt of the correct and accurate bill.

33. Penalties

- 33.1 The relevant staff of Health Department of Indore Municipal Corporation, Indore shall visit the service area and inspect market places, roads, streets, containers, bins and other public places and evaluate performance level for collection of MSW every day. The staff will inform the Contractor in writing for deficiencies in work and instruct contractor to improve performance level of services and operations. The Contractor shall take actions to perform as per the directives given to him by IMC. If the Contractor fails to comply with the directions, he will be liable for penalties. The concerned Health Dept. officers shall determine the penalties applicable based on the operations not carried out properly by the contractor.
- 33.2 No penalty will be charged for the first three months from the date of start of actual operation. After three months from the date of start of actual operation i.e. daily door to door collection, secondary collection and transportation of MSW the Contractor shall be subject to the following penalties for his failure to carry out operations and providing services properly.

| Basis of Penalty | Penalty value (In Rs.) |
|---|-------------------------------------|
| Selling of segregated / unsegregated waste and usable/recyclable items from the MSW collected, being done by contractors employees or by way of subletting or any other means. | Upto 25000/- |
| Disposal of waste to other place than the designated disposal place | 500/- to 5000/-per incidence |

- 33.3 The Contractor shall cater the entire service area for daily door to door collection of MSW within six months from the date of issue of work order. In failing to do so, the Contractor shall submit in writing, to IMC through the Competent Authority, the reasons of delay specifying the area where he is not able to provide the services along with the reason. IMC shall consider for the default if the cause is reasonable and genuine. Committee along with the contractor shall find out a suitable means to resolve the problem. IMC can terminate the contract in the situation of non start of field operations without genuine cause.

Penalties shall be applied in case of defaults as indicated above. The Health Officer/Chief Sanitary Inspector/Zonal Officer/Assistant Sanitary Inspector / Health Inspector (Daroga) shall notify the project officer/ Chief health officer in writing. A notice will then be served to the contractor about such default. The notification shall instruct the contractor to present his case indicating the reasons for attracting such penalties. If it found that the cause of default is not by way of contractor's action, notice issuing officer shall determine the actual cause and the contractor shall be allowed to rectify the defect immediately without any penalty.

34. Method of Affecting Penalties

34.1 The penalties if any shall be netted before any payments.

35. Events of Default

Contractor event of default

- At any time after the Commencement Date, the Competent Authority may investigate where the Contractor has failed to properly perform the operations in accordance with this contract. The Competent Authority shall issue a notice to the Contractor, instructing him to rectify the failure within a reasonable time.
- An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill his service obligations under the contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
 - The Contractor
 - (a) has repudiated the Contract, or
 - (b) without reasonable excuse has failed to commence operations in accordance with this contract and or failed to complete the activities/operations within the time stipulated for completion
 - Gross misconduct of the Contractor;
 - (i) Despite previous warning from the Competent Authority, in writing, is otherwise persistently or flagrantly neglecting to comply with any of his obligations under the Contract;
 - (ii) The Contractor persistently fails to follow Good Operating Practices in execution of the Contract;

- (iii) The Contractor stops providing the operations and the stoppage has not been authorized by the Competent Authority;
- (iv) The Competent Authority gives notice that failure to correct a particular defect is a fundamental breach of contract and Contractor fails to correct it within a reasonable period of time determined by the Competent Authority;
- (v) If the Contractor is in breach of any law or statute governing the Operations;
- (vi) The Contractor, in the judgment of the Corporation, has engaged in Corrupt and Fraudulent Practices in competing for or in carrying out the Operations under the Contract;
- (vii) The Contractor has modified the composition of his company without prior approval of the Corporation;
- (viii) The Contractor is unable to maintain the composition and structure of his organization due to any of the following causes:
 - The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
 - The Contractor becomes insolvent;
 - A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets; and
 - Any act is done or event occurs with respect to the Contractor or his assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events.

36. Termination of Contract Due to Event of Default

36.1 (a) Termination for Contractor Event of Default

Without prejudice to any other right or remedy which IMC may have in respect thereof under this contract, upon the occurrence of Contractor Event of Default, the IMC may, subject to the provisions of this contract, terminate this contract in the manner as set out under

- (i) If IMC decides to terminate this contract upon the occurrence of a Contractor Event of major Default, in the first instance, he shall issue preliminary notice to the Contractor. Within fifteen (15) days of receipt of preliminary notice, the Contractor shall submit to IMC through the Competent Authority in sufficient detail, the manner in which he proposes to cure the underlying Event of Default. In case of non-submission of the Contractor's proposal to rectify within the said period of fifteen (15) days, IMC shall be entitled to terminate this

Contract by issuing termination notice and to appropriate Security Deposit and carry out the operations through a Successor Contractor or by Corporation at the risk and cost of the Contractor. If the total amount due to the Corporation exceeds any payment due to the Contractor, the difference shall be a debt payable to the Corporation.

- (ii) If the Contractor's proposal to rectify the underlying event of default is submitted within the period stipulated therefore, the Contractor shall have further period of fifteen (15) days to remedy/cure the underlying event of default. If, however the contractor fails to remedy/cure the underlying event of default within such further period allowed, IMC shall be entitled this contract, by issue of termination notice and to appropriate to security deposit and carry out the operations through a Successor Contractor or by Corporation at the risk and cost of the Contractor. If the total amount due to the Corporation exceeds any payment due to the Contractor, the difference shall be a debt payable to the Corporation.

(b) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this contract, if the contractor served with the termination Notice cures the underlying event of default to the satisfaction of IMC at any time before the termination occurs, the termination notice shall be withdrawn by the IMC which had issued the same. Provided that the Party in breach shall compensate the IMC for any direct costs/ consequences occasioned by the event of default which caused the issue of termination notice.

37. Force Majeure Event

37.1 Any of the following events which is beyond the control of the party claiming to be affected thereby (“Affected Party”), and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and result in Material Adverse Effect shall constitute Force Majeure Event:

- (a) earthquake, flood, inundation and landslide;
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances;
- (c) fire caused by reasons not attributable to the Contractor or any of the employees, or agents of the Contractor.
- (d) acts of terrorism

- (e) strikes, labor disruptions, any other disruptions or public unrest not arising on account of acts of the Contractor
- (f) action of Government Agencies having Material Adverse Effect, including but not limited to
 - (i) acts of expropriation compulsory acquisition or take over by any Government agency of the landfill site facilities or any part thereof
 - (ii) any judgment or order of a court of competent jurisdiction or statutory authority in India made against the Contractor in any preceding, which is non-collusive and duly prosecuted.
 - (iii) any unlawful, unauthorized or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case for reason other than the Contractor's breach or failure in complying with the MSW rule, 2000, O&M requirements defined in the Contract, Applicable laws, Applicable permits, any judgment or order of any Government Agency or of any Contract by which the Contractor as the case may be is bound.
 - (iv) early termination of this agreement by IMC for reason of national emergency or national security.
- (g) war, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- (h) strikes, work to rule actions, go slow or similar labour difficulty in the city as a whole and not specific to the work
- (i) any resistance from the citizens or any other groups not allowing to perform the Project/work as stipulated in the tender.

36.2 Force Majeure shall not apply in the following circumstances and events.

- (a) Un-availability, late delivery of the spares, vehicles, machineries, equipments, materials and consumables for the work on account in change cost delay in manufacture
- (b) A delay in performance of any other agency or employees of the contractor.
- (c) Non performance of vehicles, equipments, machineries resulting from wear and tear and not maintained in time.
- (d) Non performance on account of failure to comply with any laws of India related to the work.

- 36.3 Neither IMC nor the Contractor shall be considered in default or in contractual breach to the extent that performance of obligations is prevented by a Force Majeure Event which arises after the date of issue of work order.
- 36.4 Upon occurrence of an event considered by the Contractor to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify IMC's Representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. The Contractor shall also notify IMC's Representative of any proposals, including any reasonable alternative means for performance, but shall not effect such proposals, without the consent of IMC's Representative.
- 36.5 Upon occurrence of any event considered by IMC to constitute Force Majeure, and which may affect performance of IMC's obligations, he shall promptly notify the Contractor and the Contractor's Representative, and shall endeavour to continue to perform his obligations as far as reasonably practicable. IMC shall also notify the Contractor of any proposals with the objectives of completing the works and mitigating any increased costs to IMC and the Contractor.
- 36.6 Procedure for Calling Force Majeure :**
- (i) The Party claiming Force Majeure shall inform the other Party of the situation of Force Majeure as soon as reasonably practicable. The efforts made by the Affected Party in overcoming the effects will be conveyed to the other Party with supporting data including relief from them.
 - (ii) The Affected Party shall also inform to the other Party cessation of the Force Majeure or circumstances and report regarding the total relief of what so ever nature desired by the affected Party.
 - (iii) Neither party shall then be responsible or liable for any action under the tender conditions for failure or delay in performance of the work under the contract.
 - (iv) The period allowed for restoration of the normal performance by the Parties of such obligation shall be extended on day to day basis based on merit and mutual consent of the parties.
 - (v) Each party shall use reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to cooperate to develop and implement a plan of remedial and reasonable alternative measures to remove the event of Force Majeure. The affected should take lead and exert to resume normal performance of its obligation under the tender conditions.

- (vi) The Contractor shall perform his obligations under the contract as near as it is reasonably practical, also shall seek all reasonable alternative means of performance.
- (vii) When the Affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other Party a written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.
- (viii) The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure, IMC shall not be liable to make any payment to the contractor for him being affected on account of Force Majeure. In this situation, the Contractor shall only be paid for the work done, since unforeseen situation should be shared by both, IMC and Contractor.

37. No Breach of Obligations

37.1 The Contractor shall not be considered to be in breach of his obligation under this Contract nor shall it incur or suffer any liability if and to the extent performance of any of his obligations under this Contract is affected by or on account of any of the following.

- a. Force Majeure Event,
- b. Compliance with the instruction of the Competent Authority /Representative of Competent Authority or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Contract of any its obligations hereunder,

38. Procedure for Disputes & Arbitration

38.1. Competent Authority's Decision

If a dispute(s) of any kind whatsoever arises between the Contractor and the Competent Authority's Representative, the same shall be referred to the Competent Authority for his decision with detailed justification. Such reference shall be stated that it is in pursuance to this clause and is for reviewing and giving decisions by the Competent Authority. The Competent Authority shall give its decision within fifteen (15) days of receipt of notice. If Contractor is not satisfied with the decision of the Competent Authority or the Competent Authority fails to give the decision within the period of fifteen (15) days from the date of receipt of notice under this clause, such a dispute may be referred to arbitration as per Arbitration and Conciliation Act, 1996

38.2 Sole Arbitration

Except where, otherwise provided for in this Contract, all questions and disputes relating to the meaning of instruction hear in before mentioned or as to any other question, claim, right, matter of handing whatsoever, if any arising out of or relating to this Contract, specification, estimates, instructions, orders or these conditions or otherwise concerning the operations, or the execution or failure to execute the same where arising during the progress of the operations or after completion or abandonment thereof of any matter directly or indirectly connected with this Contract shall be referred to the sole arbitration of the Commissioner, Indore Municipal Corporation, Indore and if the Municipal Commissioner is unable or unwilling to act as such, then the matter in dispute shall be referred to sole arbitration or such other person appointed by the Commissioner, Indore Municipal Corporation, Indore who is willing to act as such Arbitrator. In case, the Arbitrator so appointed is unable to act for any reasons, the Commissioner, Indore Municipal Corporation, Indore in the event of such inability, shall appoint another person to act as Arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the point at which its predecessors left it. It is also a term of this Contract that no Person other than a person appointed by the Indore Municipal Corporation as aforesaid should act as an Arbitrator.

39. Governing Provisions

39.1 As aforesaid the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or reenactment there of and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person

Bid Evaluation Criteria for qualification

The Applicants competence and capability is proposed to be established by the following parameters:

- (a) Related Experience in the field of Municipal Solid waste management
- (b) Financial capability of the company

The Applicant must satisfy all of the following Qualification Criteria for experience.

No consortium / Joint Venture is allowed. Qualification for Experience in the field of MSW management of bidder shall be considered.

1. Qualification Criteria – Technical and Experience

- a. Contractor must have experience of at least one year of successful working in the field of Solid Waste Management for door to door collection or collection & transportation in a city of more than 2.00 lakh population (as per 2011 census) or a part of city having more than 2.00 lakh population.

The work order showing experience shall be supported with certificate from competent authority / Mayor / Commissioner of the local body confirming 1 year successful operation by the contractor. Unsupported Claims of experience will not be considered for evaluation

2. Qualification Criteria –Financial Capability

- (a) **Average annual Turnover of last three years should be minimum Rs100.00 Lac**

The Applicants should provide information regarding the above based on audited annual accounts of last three years. The financial year would be the same as the one normally followed by the Applicant for its Annual Report.

In case the Applicant fails to provide such Audited Financial Statements and the bid will be rejected as non-responsive.

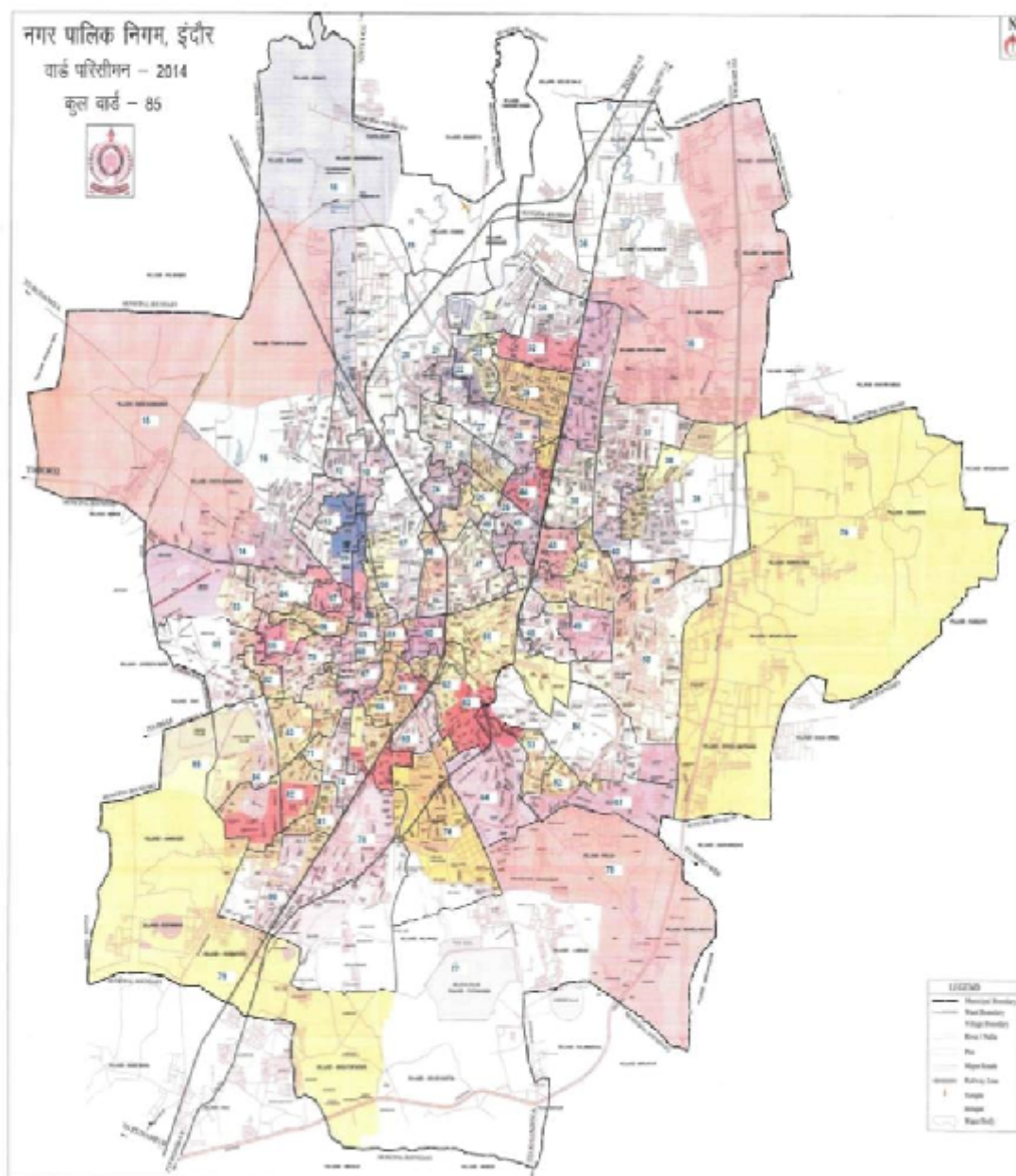
The Bid document must be accompanied by the audited Balance Sheet, Profit and Loss Account and income tax return of last three financial years of the Applicant.

Service Area for the contract

| S.No | <u>Eastern Region</u> <u>Ward nos.</u> | <u>Western Region</u> <u>Ward nos.</u> | <u>Northern Region</u> <u>Ward nos.</u> | <u>Southern Region</u> <u>Ward nos.</u> |
|-------------|---|---|--|--|
| 1. | 30 | 1 | 11 | 59 |
| 2. | 31 | 2 | 18 | 61 |
| 3. | 36 | 3 | 19 | 65 |
| 4. | 37 | 4 | 20 | 66 |
| 5. | 38 | 5 | 21 | 67 |
| 6. | 39 | 6 | 22 | 68 |
| 7. | 40 | 7 | 23 | 70 |
| 8. | 41 | 8 | 24 | 71 |
| 9. | 42 | 9 | 25 | 72 |
| 10. | 43 | 10 | 26 | 73 |
| 11. | 48 | 12 | 27 | 74 |
| 12. | 49 | 13 | 28 | 75 |
| 13. | 50 | 14 | 29 | 77 |
| 14. | 51 | 15 | 32 | 78 |
| 15. | 52 | 16 | 33 | 79 |
| 16. | 53 | 17 | 34 | 80 |
| 17. | 54 | 56 | 35 | 81 |
| 18. | 55 | 57 | 44 | 82 |
| 19. | 62 | 58 | 45 | 83 |
| 20. | 63 | 60 | 46 | 84 |
| 21. | 64 | 69 | 47 | 85 |
| 22. | 76 | | | |
| | (22 wards) | (21 Wards) | (21 Wards) | (21 Wards) |

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person



Format for Details of MSW work experience*(Information to be attached with the Technical Offer in this format)**Attach separate sheet in same format with Technical Offer*

| Sr. No. | Name of the Company with full address, phone, fax and name of contact person | Work Description | Ref. & date of the order | Work Order Value | Other Details |
|----------------|---|-------------------------|-------------------------------------|-------------------------|----------------------|
| | | | | | |

Format for Details of Technical staff available with the company for execution of work*(Information to be attached with the Technical Offer)**Attach separate sheet in same format with Technical Offer*

| Sr. No. | Name | Qualification | Additional Certification, if any | Total Experience, no. of years | Any other information |
|----------------|-------------|----------------------|---|---------------------------------------|------------------------------|
| | | | | | |

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(on a stamp paper of Rs.100 and duly notarized)

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position 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 our bid for the project envisaging “**Tender for Door to Door Collection and transportation of Municipal Solid Waste as Per MSW Rules 2000 Within South Region of Indore Municipal Corporation**” including signing and submission of all documents and providing information / responses to IMC, representing us in all matters before IMC, and generally dealing with IMC in all matters in connection with our bid for the said 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.

For _____

Accepted
.....(signature)

(Name, Title and Address)
of the Attorney

FORMAT OF DETAILS OF APPLICAT(S)

Attach separate sheet in same format with Technical Offer

Details of Applicant

1. Name _____

Address of the corporate headquarters and its branch office(s)

Date of incorporation and/or commencement of business.

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project.

ADD SEPARATE SHEETS

3. Details of individual(s) who will serve as the point of contact / communication for IMC within the Company:

- (a) Name :
- (b) Designation :
- (c) Company :
- (d) Address :
- (e) Telephone Number :
- (f) E-Mail Address :
- (g) Fax Number :

4. Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant:

- (a) Name :
- (b) Designation :
- (c) Company :
- (d) Address :
- (e) Telephone Number :
- (f) E-Mail Address :

FORMAT FOR LETTER OF APPLICATION

Date:
To
The Commissioner
Indore Municipal Corporation
Indore – M.P.

Ref : Tender for Door to Door Collection and transportation of Municipal Solid Waste as Per MSW Rules 2000 Within South Region of Indore Municipal Corporation

Sir,
Being duly authorized to represent and act on behalf of..... (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the scope of work, qualification requirements and information provided. The undersigned on behalf of the company hereby are submitting tender for **Tender for Door to Door Collection and transportation of Municipal Solid Waste as Per MSW Rules 2000 Within South Region of Indore Municipal Corporation.**

We are enclosing our bid with all the details as per the requirements of the Tender.

We confirm that our Application is valid for a period of six (6) months from the date of opening of the bid.

Yours faithfully,

(Signature of Authorised Signatory)

(Name, Title and Address)

INDORE MUNICIPAL CORPORATION

Signature of Bidder/Authorized Person

PRICE BID (To Be Submitted Online Only)

INDORE MUNICIPAL CORPORATION

Signature of Bidder: _____