



## Tender document for:

**E –Tender No. RMC/SWM/WOW CELL/2023-24/01**

a) Estimated cost	a) Rs. 23,66,00,000/-
b) Amount of EMD	b) Rs. 23,66,000/-
c) e-Tender fee	c) Rs. 23,500/-
d) Time limit for completion of work	d) 6 Months
e) Time limit for Plant Setup	e) 2 Month

### SOLID WASTE MANAGEMENT DEPARTMENT (WOW CELL)

Bid Documents Tender For  
**Remediation Services for Processing of 6.50 Lac MT Legacy Waste (Old Dump) inclusive of Disposal of RDF, Compost etc. and inert disposed in landfill site through DG Set Power as per MSW Rules-2016 at Nakrawadi dumpsite village Nakrawadi Survey No.222/p, Taluka and District Rajkot.**

**September 2023**

:: Mile stone dates of e-Tendering::	
1 Downloading of e-Tender documents	Upto Dt.07-10-2023 Time 16-00 hrs
2.Pre-bid Queries to be submitted by e-mail at mail ID <a href="mailto:wowcell@rmc.gov.in">wowcell@rmc.gov.in</a> Pre-bid Meeting in Office of the Dy. Municipal Commissioner, Dr. Ambedkar Bhavan, Central Zone, 3rd Floor, Room No. 3 Dhebar Road, Rajkot.	Dt.21-09-2023 at 11-30 am
3.Online submission of e-Tender	Upto Dt.07-10-2023 Time 18-00 hrs
4. Submission of EMD, Tender fee, Documents required for pre-qualification and other necessary documents by Hand Delivery / Regd. Post. A.D. / Speed Post.	Upto Dt.11-10-2023
5.Opening of online Primary Bid (Technical Bid)	Dt. 12-10-2023
6. Verification of submitted documents (EMD, Tender fee, Documents required for pre- qualification and other necessary documents.)	Upto Dt.16-10-2023 Time 18-00 hrs
7. Opening of online Commercial Bid (Price Bid) for technically qualified Bidders only.	Dt. 19-10-2023
8.Bid Validity	One eighty(180)calendar days

TO BE SUBMITTED TO  
 Deputy Executive Engineer  
 Rajkot Municipal Corporation, WOW CELL (SWM)  
 Third Floor Room No.-3, Central Zone Office, Dhebar road  
 Rajkot-360001 (GUJARAT)

**RAJKOT MUNICIPAL CORPORATION**  
**INVITATION FOR BIDS**  
***e-Tender Notice***

Rajkot Municipal Corporation, WOW Cell, Solid Waste Management, Dr. AMBEDKAR BHAVAN, CENTRAL ZONE, 3rd FLOOR, ROOM No. 3 DHEBAR ROAD, RAJKOT invites e-Tender with two bid system from the experienced contractors for below mentioned work.

Sr. No.	Name of work	a) Estimated cost. b) Amount of EMD c) e-Tender fee d) Time limit for completion of work e) Time limit for plant setup
1	Remediation Services for Processing of 6.50 Lac MT Legacy Waste (Old Dump) inclusive of Disposal of RDF, Compost etc. and inert disposed in landfill site through DG Set Power as per MSW Rules-2016 at Nakrawadi dumpsite village Nakrawadi Survey No.222/p, Taluka and District	a) Rs. <b>23,66,00,000/-</b> b) Rs. <b>23,66,000/-</b> c) Rs. <b>Rs. 23,500/-</b> d) <b>6 Months</b> e) <b>2 Months</b>
<b>:: Mile stone dates of e-Tendering::</b>		
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All bidders must submit tender fee and bid security in person as above either directly deposited in Account No.01018640000035 (Rajkot Municipal Corporation) IFSC Code HDFC0000101 or submit at the below mentioned address in form of Demand draft in favour of "Rajkot-Municipal Corporation", Rajkot, from any Nationalized Bank or Scheduled Bank (except Co-operative Bank) in India. The required documents to be submitted for verification should be duly certified by Gazetted Officer.

**Deputy Executive Engineer**  
**WOW Cell, (Solid Waste Management),**  
**Dr. AMBEDKAR BHAVAN, CENTRAL ZONE, 3rd FLOOR,**  
**ROOM No. 3 DHEBAR ROAD,**  
**RAJKOT. 360 001**

- The pre-qualification requirement is as under:

**i) Financial Criteria:**

1	Avg. annual turnover of last three financial years	should not be less than 1 Crore.	C.A. certificate for the same to be provided along with tender documents
2	solvency certificate	Minimum worth Rs. 1 Crore	Bank Solvency certificate should be related Financial Year 2022-23 as on Dt 01-04-2023.
3	Working capital	must not be less than Rs. 50 Lac	C.A. certificate for the same to be provided along with tender documents

**ii) Experience Criteria for each work:**

**The bidder must have Experience of equal category any one of following list:**

1	Have Experience of Operations and Maintenance of Trommel system for work of MSW Segregation
2	Have Experience of Bio mining / Bio remediation of Legacy/Fresh Waste
3	Have Experience of Processing of MSW/Bio Mass/Bio-methanation /Compost/Waste to Energy
4	Have Experience of Segregation/Processing of Dry waste

**iii) The bidder must have Experience of any one of above category work as per following any one norms**

(a) One work of processing 1 Lac MT Waste	(b) Two work of processing 0.83 Lac MT Waste	(c) Three work of processing 0.67 Lac MT Waste
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during last three years

The bidder shall produce the work completion certificate / 3A Progress Certificate or performance certificate. The same shall mention clear amount and Work Done Quantity of work related to this tender.

**iv) Minimum Scope of work :**

1	Bidder shall Process the Legacy Waste by using Power Supply through Diesel Generator Set (DG Set). Bidder shall establish, erect, install and run / operate DG Set at his own cost
2	Bidder shall have enough Vehicles, Machineries like (Trommel with conveyor Belt System) and Manpower to move and transport waste

v) **Other Scope :**

1	RDF and Compost Disposal as per MSW Rules-2016 is under Work Agency's Responsibility
2	Inert Disposal at Landfill cell is under Work Agency's Responsibility

Note:

1. Enhancement factor at 10% per year for last seven years will be applicable to arrive average annual turnover and finalize the magnitude of work done in last Three years.

SN	Financial Year	Multiplying factor
1	2023-24 (Base Year)	1.00
2	2022-23	1.10
3	2021-22	1.21
4	2020-21	1.33

2. **Joint Venture (JV)**

Joint Venture/ Consortium are allowed. However, the maximum number of permissible members to form a joint venture/ consortium shall be two (2). Lead j/v Partner shall have minimum 51% financial share and other Technical j/v partner shall have minimum 20% financial share. All j/v partners are responsible for the execution of work. All j/v partner shall be kept continued till completion of project and no j/v partner can be replaced or removed before whole work get completed. For this purpose, the bidder shall enclose the notarized copy of Joint Venture/Consortium agreement along with physical submission of technical bid.

3. **Rajkot Municipal Corporation has right to depute more than 1 Qualified Bidder Work Agency.**

- (a) If any other bidder is agree to work at the rate of L-1 Bidder, L-1 bidder is assured to get 50% Quantity of 6.50 Lac MT
- (b) if no bidder wants to work at the rate of L-1 Bidder, Whole work of 6.50 Lac MT shall be the responsibility of L-1 Bidder.
- (c) If any other Bidder is agree to work for part quantity, remaining quantity shall be the responsibility of L-1 Bidder.
- (d) It shall be the discretionary decision to get or not to get work from other bidder at the rate of L-1 Bidder and also what quantity be get work from other bidder shall be decided by RMC.

Number of other Bidder and Quantity shall be finalized by RMC and those will be binding to all bidders

- While furnishing Experience Data & Bank Documents, the agency submitting the tender shall have to provide the Contact Address, Phone No., Fax No, e-mail address of the authorities issuing the Experience Certificate for confirmation by this office. In case of failure of

confirmation, the tender will be liable to be rejected out rightly.

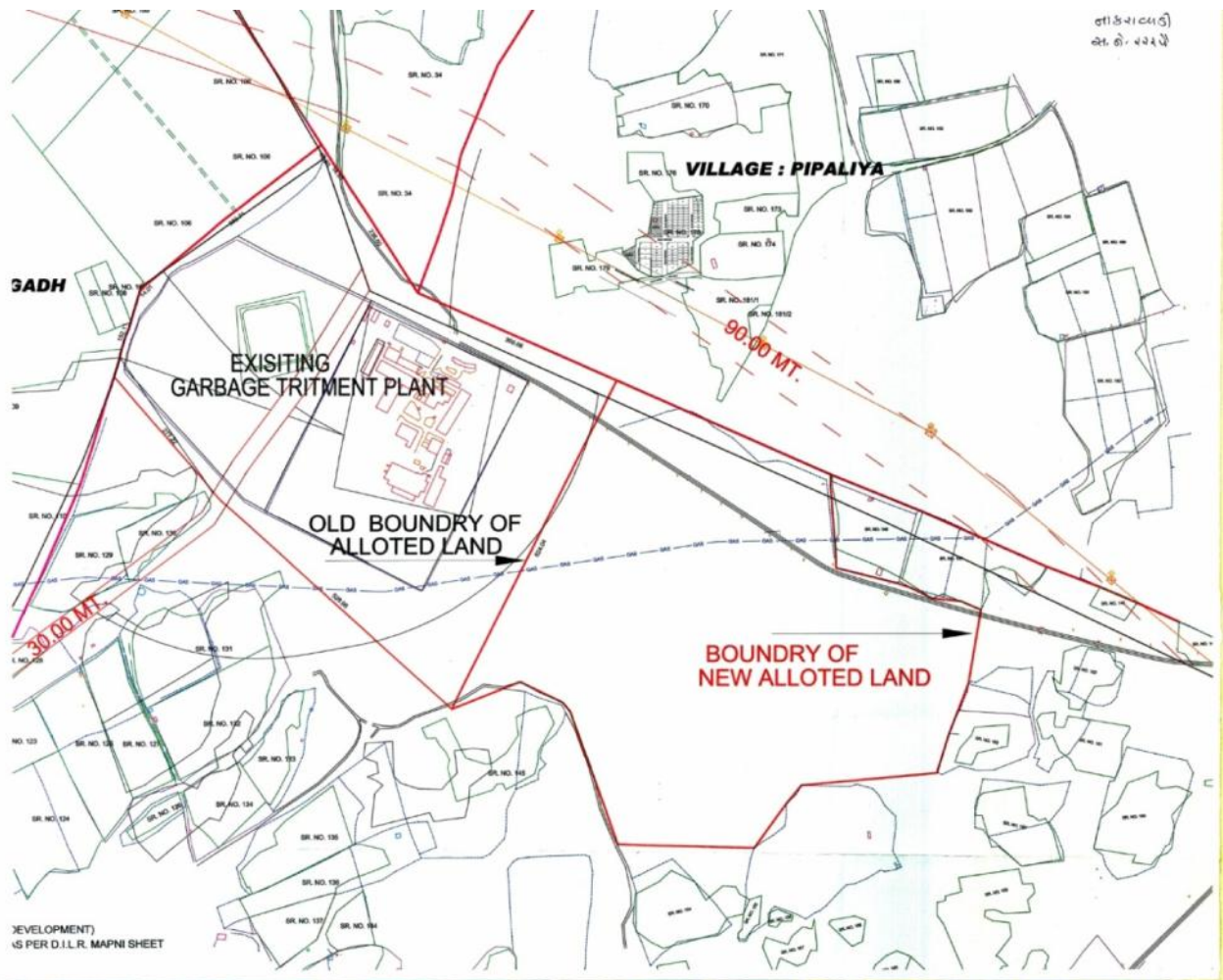
- After opening of online Technical Bid, the procedure for the pre-qualification shall be adopted and the e-Price Bid of only successful qualified bidder shall be opened for final evaluation of the contract. The decision of Municipal Commissioner regarding the pre- qualification shall be final and binding to all the bidders.
- The Tender of those bidder(s) those who fail to submit the required documents physically within the stipulated date and time will be treated as none responsive and their Price Bid will not be opened.
- The bidder should not have been Black Listed or debarred by Government of India / Government of Gujarat or any State Board / Corporations, since inception of the firm / Company. A Declaration in this regard on Rs.300/- Stamp Paper duly Notarized, shall have to be submitted as per format Annexure, along with the tender documents.
- The bidder should provide accurate information on any litigation history or arbitration resulting from contracts completed or under execution by him over the last ten years. This should also include such cases, which are in process / progress. A consistent history of awards against the bidder may result in failure of the bid. In case the bidder has not provided such information and has come to the notice of the authority, the tender will be rejected at what so ever stage and in such case all the losses that will arise out of this issue will be recovered from the tenderer / bidder and he will not have any defense for the same.
- Conditional Tenders will be out rightly rejected.
- Commissioner, Rajkot Municipal Corporation, Rajkot, reserves the right to accept / reject any or all e-Tender(s) without assigning any reasons thereof.



**Commissioner**  
**Rajkot Municipal Corporation**

## General

Rajkot Municipal Corporation Collects the Municipal Solid Waste through Mini Tipper vanes and dumps at Nakarawadi Site of RMC. This site is located around 22 Km away from Rajkot City. RMC has acquired 200 Acres Land for processing of various category Municipal Waste. The processing of Legacy Waste is to be conducted in New Allotted Land as per sketch below. At this site RMC has sufficient space for setup of Machineries required for Bio-Mining process of Legacy Waste and to dump RDF and Compost for temporary storage till disposal. RMC has Landfill site to dispose Inert Material generated from processing. This site contains no regular Electricity Power Supply. Whole process shall be run on Power supply through Diesel Generated Power Supply Set (DG Set).



# **Bidding Document: E-TENDER–Legacy Waste Remediation Services**

## **PART 1 – BIDDING PROCEDURES**

### **Section I - Instructions to Bidders (RELEVANT ITB)**

This Section provides information to help Bidders prepare their Bids. It is based on a two-envelope Bidding process with electronic procurement. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

### **Section II - Bid Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

### **Section III - Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Least Cost (L1) Bid. - The LeastCost (L1) Bid is the Bid of the Bidder that meets the qualification criteria and whoseBid has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) The lowest evaluated cost.

### **Section IV - Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, and Bid Security to be completed and submitted by the Bidder as part of its Bid.



## PART 2 – AUTHORITY’S (RAJKOT MUNICIPAL CORPORATION) REQUIREMENTS

### Section V - Activity Schedule

#### INFORMATION TO BIDDERS

Sr. No.	Point	Information
1	Tender No:	<b>RMC/SWM/WOW CELL/2023-24/01</b>
2	Name of the work	Remediation Services for Processing of 6.50 Lac MT Legacy Waste (Old Dump) inclusive of Disposal of RDF, Compost etc. and inert disposed in landfill site as per MSW Rules at Nakrawadi dumpsite at village Nakrawadi Sr. No.222/p, Taluka and District Rajkot.
3	Quantity of Work	6.50 Lac MT
4	Rajkot Municipal Corporation's right to depute more than 1 Qualified Bidder Work Agency parallel at same rate.	<p>(a) If any other bidder is agree to work at the rate of L-1 Bidder, L-1 bidder is assured to get 50% Quantity of 6.50 Lac MT</p> <p>(b) If no bidder wants to work at the rate of L-1 Bidder, Whole work of 6.50 Lac MT shall be the responsibility of L-1 Bidder.</p> <p>(c) If any other Bidder is agree to work for part quantity, remaining quantity shall be the responsibility of L-1 Bidder.</p> <p>(d) It shall be the discretionary decision to get or not to get work from other bidder at the rate of L-1 Bidder and also what quantity be get work from other bidder shall be decided by RMC.</p> <p>(e) Number of other Bidder and Quantity shall be finalized by RMC and those will be binding to all bidders</p>
5	Last date of Online tender submission, Date of Price Bid Opening, Tender fee (Non Refundable), E.M.D. and Time Limit Of Contract	As per Milestone Dates and Tender Notice
6	General Condition	As per tender documents.
7	Performance Security Deposit	5% of the value of awarded work amount with Agreement. It will be released after Six month from date of completion of this work
8	Retention Money	5% of the value of Running Bill Amount from each RA Bill. The same will be released after payment of final bill
9	Mode Of Sending The Tender / Relevant Documents	As per Milestone Dates and Tender Notice
10	Running Bill Payment	Monthly base For the work done.
11	Minimum Work Quantity to be done per month	<p>Assured Quantity 16.7 % Quantity of per Month</p> <p>Assured Quantity 16.7 % shall be revised considering Non-Working Day by formula =</p> <p>Net Month Working Days = Month Days – Non-Working Day</p> <p>(Month Days/ Net Month Days) * 16.7 %</p>



Sr. No.	Point	Information
12	Penalty / Delay Compensation	Penalty shall be imposed if above condition "During Month Penalty shall be imposed if Assured Qty is not executed The same will be imposed on Difference i.e. GAP Quantity Tons @ 10% of approved rate per MT Difference i.e. GAP Quantity Tons per Month x Approved Rate x 10%
13	Maximum Penalty per Month	Maximum Penalty per Month will be imposed @ 10% of amount of Monthly bill (Monthly Quantity as per above 10)
14	Non-Working Period, Final Time Limit & Tolerance in minimum quantity of work as per SN (10)	Non-Working Period will be considered in case of reasonable reasons like disturbance due to Monsoon as per site situation. The same will be in fraction terms of 1 day. The date of completion based on prescribed tender Time limit will be revised by adding Non-Working Period days. Non-Working Period will be decided and approved by technical head WOW Cell (Deputy Exe. Engineer-WOW Cell).
15	Working Hours Day of Work definition	Working Hours shall be 6-00 a.m. to 10-00 pm. Thus day of work contains 16 hours. The same can be changed whenever find necessary as per site situation or as per instruction of AEE/DEE (WOW Cell)
16	Setup, Erection and Installation of Machineries and Power Supply through DG Set	RMC will not provide Electric connection at site. The bidder will have to arrange extension of power up to the processing unit through DG Set. Work Agency shall Setup, Erect and Install all the Machineries and deploy the operating staff within 60 Days from the Date of issuance of Plant Setup Work-Order.
17	Time Limit	shall be started after Setup, Erection and Installation of Machineries. Processing Work-Order will be issued separately
18	Weight on Weigh Bridge	Weight Shall be done on Weigh Bridge of RMC situated at Nakarawadi Site.
19	Work in Night ship	If any agency wants to continue work in night ship, A Vehicle shall be provided for site work supervision and to pickup drop the RMC Staff of Site from City Area
20	Payment	Payment shall be done on Weight in MT in 3 Digit. Daily and Monthly Report shall be produced by contractor work agency. The same shall be cross checked by RMC officials.
21	Regular Deduction from RA Bill	At now 2% TDS on Bill mount (any changes in norms shall be applicable)
22	GST	At now 0% GST on Bill mount (any changes in norms shall be applicable)

Sr. No.	Point	Information
23	Online Query	The tenderer who intend to raise their queries or want to put any suggestion can do so through mail address wowcell@rmc.gov.in on or before prescribed date of pre-bid meeting or at the time pre-bid meeting.
24	Price Escalation	No Price Escalation on Approved Rate. (This also applies if time limit is extended or Nn-working Period is issued)

## PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

### e-TENDER DECLARATION FORM

**TO**  
**The Commissioner**  
**Rajkot Municipal Corporation**  
**Rajkot.**

**Name of Work :**

Remediation Services for Processing of Legacy Waste (Old Dump) inclusive of Disposal of RDF, Compost etc. and inert disposed in landfill site as per MSW Rules at Nakrawadi dumpsite at village Nakrawadi Sr. No.222/p, Taluka and District Rajkot.

Ref :

Dear Sir,

I/We the undersigned have carefully gone through and clearly understood the tender documents comprising Notice Inviting Tenders, Articles of Agreement, Scope of work, Definition of terms, Instruction to Tenderer, Condition of Contract, Special condition of contract, Appendices, Specification, Schedule of quantities and tendered drawing furnish by The Rajkot Municipal Corporation. I/We have satisfied myself/ourselves as to the location of site, examined drawings.

I/We do hereby offer to execute and complete the whole of work within the time specified all in accordance with the specifications, designs, drawing and instructions in writing referred to in the said documents and with such materials as are provided for at the respective rates which I/We have quoted in the schedule-B or at such other rates as may be fixed under provisions of these conditions.

In the event of this tender being accepted I/We agree to enter into agreement as and when required and execute the contract, according to your Form of Agreement or in default where of I/We myself/our self to forfeit the 'Earnest Money' Deposit.

I/We understand that if I/We shall not enter in agreement within 10 days from the date of receipt of letter of acceptance, you will forfeit the earnest money paid by me/us and take necessary action as deemed fit.

I/We have enclosed a DEMAND DRAFT as an "**Earnest Money Deposit**" for the sum of Rs. **23,66,000/-** the full value of which is to be absolutely forfeited to the Owner should I/We fail to commence the works specified. Otherwise the said sum shall be retained by the Owner as on account of such 'Security Deposit' as provided for in the aforesaid documents.

I/We agree not to employ Sub-Contractors other than those that may be approved in accordance with conditions in the aforesaid documents.

I/We understand that you are not bound to accept the lowest or any tender which you may receive.

I/We am/are bound to execute the job if the work order is issued within 180 days from the date opening of the tender.

I/We agree to pay the Government Income-Tax, Service Tax, Sales Tax (Central & State), Sales Tax on contraction, Value Added Tax, Labour Cess, Professional Tax, GST and Other Taxes prevailing from time to time on such items on which the same leviable and the rates quoted by me/us are inclusive of the same.

**Date:-**\_\_\_\_\_

**Yours faithfully,**

\_\_\_\_\_

**Signature of Contractor**

**Address:**

**Contractor.....**

## General Terms & Conditions AND Information for online participation

Point	Information for online participation
General Terms & Conditions	<p>Bidders who wish to participate in this E-Tender will have to procure valid digital certificate as per information Technology Act 2000. Bidders can procure this certificate from any of the Government approved certifying agency i.e. (n) Code Solution.</p> <p>Bidders shall upload the tender documents after submitting the DD details for tender fees and EMD details online. The Demand Draft toward Tender Document fees can be submitted along with Earnest Money Deposit before the due date as specified above. This should be as per details given online and it should be drawn before last date of the uploading of the tender. The intending bidders shall have to submit the following documents along with the EMD.</p> <p>Power of attorney.</p> <p>Company's profile and certificate of registration of company under the law.</p> <p>DOWNLOAD OF TENDER DOCUMENT: -</p> <p>The tender document for these work are available only in Electronic format which can be download free of cost by the bidder.</p> <p>SUBMISSION OF TENDER:-</p> <p>Tenderer shall submit their price bid offer in Electronic format on above mentioned website on or before the scheduled date and time as mentioned. No price bid in physical form will be accepted and any such offer if received by Rajkot Municipal Corporation will be out rightly rejected. Bidder shall have to submit separate account payee DD for Tender Fee &amp; EMD drawn in favour of The Commissioner, Rajkot Municipal Corporation</p>
	<p>OPENING OF TENDER: -</p> <p>The Technical Bid will be opened on the specified date. Bidders or their representative who wish to participate in tender opening on the due date and time. Bidders who wish to remain present at Rajkot Municipal Corporation, Solid Waste Management Department at the time of tender opening can do so.</p>
Information for online participation	<p>Internet site address for e-Tendering activities will be <a href="https://rmc.nprocure.com">https://rmc.nprocure.com</a></p> <p>Interested bidders can view detailed tender notice and download tender documents from the above mentioned website.</p> <p>Bidders who wish to participate in online tender have to register with the website through the "New User Registration" link provided on the home page. Bidder will create login id &amp; password on their own in registration process.</p> <p>Bidders who wish to participate in this tender need to procure Digital Certificate as per Information Technology Act-2000 using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact (n) code Solution at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact</p> <p>M/S (n)code Solution 301, G.N.F.C. Info Tower, Near grant Bhagwati Hotel, Ahmadabad 380015, India. Tel: +91 79 26857316, +91 79 26857317, +91 79 26857318 E-Mail: URL: <a href="https://rmc.nprocure.com">https://rmc.nprocure.com</a></p> <p>Bidders who wish to participate in e-Tender need to fill data in predefined forms of tender fee, EMD, PQ (Technical) or experience details and Price bid only.</p> <p>After filling data in predefined forms bidders need to click on final</p>

Point	<b>Information for online participation</b>
	<p>submission link to submit their encrypted bid.</p> <p>Bidder should also submit Document Fees, EMD, Technical bid document &amp; Reference Documents in hard copy if such instructions are given by the tendering authority.</p> <p>After filling data in predefined form bidders need to click on final submission link to submit their encrypted bid.</p> <p>Bidder can also submit document fee, EMD, Technical bid document &amp; reference documents in hard copy if such instructions are given by tendering authority.</p>

## **Section VI - General Conditions of Contract (GCC)**

### **INSTRUCTIONS TOTHE TENDERER**

#### **IT 1. GENERAL**

The contract documents may be secured in accordance with the Notice Inviting e-TENDER for the work called. The work shall include supply of materials necessary for construction of the work.

#### **IT 2. INVITATION TO e-TENDER**

The Rajkot Municipal Corporation hereinafter referred as the Corporation will receive e-Tenders for the work of as per the specifications and schedule of prices in the e-Tender document. The e-Tenders shall be opened online as specified in the e-Tender notice in the presence of interested Tenderers or their representatives. The Corporation reserves the right to reject the lowest or any other or all e-Tenders or part of it which in the opinion of the Corporation does not appear to be in its best interest, and the Tenderer shall have no cause of action or claim against the Corporation or its officers, employees, successors or assignees for rejection of his e-Tender.

#### **IT 3. LANGUAGE OF e-Tender**

e-Tenders shall be submitted in English, and all information in the e-Tender shall also be in English / Gujarati, Information in any other language shall be accompanied by its translation in English/Gujarati. Failure to comply with this may make the e-Tender liable to rejection.

#### **IT 03 TENDER VALIDITY PERIOD**

The validity period of the e-Tender submitted for this work shall be of One eighty (180) calendar days from the date of opening of the e-Tender and that the Tenderer shall not be allowed to withdraw or modify the e-Tender offer on his own during the validity period. The Tenderer will not be allowed to withdrawn the e-Tender or make any modifications or additions in the terms and conditions on his own e-Tender. If this is done then the owner shall, without prejudice to any other right or remedy, be at liberty to reject the e-Tender and forfeit the earnest money deposit in full.

#### **IT 04 GENERAL PERFORMANCE DATA**

Tenderers shall present all the information which sought for in the e-Tender document in form of various schedules if given. E-Tenders may not be considered if left blank or the schedules are not properly filled in.

#### **IT 05 SIGNING OF E-TENDER DOCUMENTS**

If the e-Tender is made by an individual it shall be signed with his full name above his current address. If the e-Tender is made by a proprietary firm, it shall be signed by the proprietor above his name and the name of his firm with his current address.

If the e-Tender is made by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current address, or by a partner holding the power of attorney for the firm, in which case a certified copy of the power of attorney shall accompany the e-Tender. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the e-Tender.

If the e-Tender is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney, shall accompany the e-Tender. Such limited company or corporation may be required to furnish



satisfactory evidence of its existence before the contract is awarded.

If the e-Tender is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firms in the group and state along with the bid as to which of the firms shall have the responsibility for e-Tendering and for completion of the contract documents and furnish evidence admissible in law in respect of the authority to such firms on behalf of the group of firms for e-Tendering and for completion of contract documents. The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the e-Tender shall be furnished along with the e-Tender.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures. All the signatures in the e-Tender document shall be dated.

#### **IT 06 WITHDRAWAL OF TENDERS**

If, during the tender validity period, the Tenderer withdraws his Tender, Tender security (Earnest Money) shall be forfeited and Tenderer will be debarred for next three years to quote in R.M.C.

#### **IT 07 INTERPRETATIONS OF e-TENDER DOCUMENTS**

Tenderers shall carefully examine the e-Tender document and fully inform themselves as to all the conditions and matters which may in any way affect the work or the cost thereof. If a Tenderer finds discrepancies, or omission from the specifications or other documents or should be in doubt as to their meaning, he should at once address query to the City Engineer (Drainage Project), R.M.C. The result of interpretation of the e-Tender will be issued to all Tenderers as addendum.

#### **IT 08 ERRORS AND DISCREPANCIES IN e-TENDERS**

In case of conflict between the figures and words in the rates the rate expressed in words shall prevail and apply in such cases.

#### **IT 09 MODIFICATION OF DOCUMENTS**

Modification of specifications and extension of the closing date of the e-Tender, if required will be made by an addendum. Each addendum will be made available online to all Tenderers. These shall form a part of e-Tender. The Tenderer shall not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addendum.

#### **ADDENDA**

Addenda form part of the Contract Documents, and full consideration shall be given to all Addenda in the preparation of e-Tender. Tenderers shall verify the number of Addenda issued, if any and acknowledge the receipt of all Addenda in the e-TENDER Failure to so acknowledge may cause the e-Tender to be rejected.

A. The Owner may issue Addenda to advise Tenderers of changed requirements. Such addenda may modify previously issued Addenda.

B. No addendum may be issued after the time stated in the notice inviting e-Tenders.

#### **IT 10 SIGNING OF CONTRACT**

The successful Tenderer shall be required to execute the contract agreement within 10 days of receipt of intimation to execute the contract, failing which the Corporation will be entitled annul to the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be person as detailed in Article IT. 12 (signing of e-Tender documents).

## **IT 11 DISQUALIFICATION**

A e-Tender shall be disqualified and will not be taken for consideration if, (a) The Tender Security Deposit is not deposited in full and in the manner as specified as per Article IT. 7 i.e. Earnest Money Deposit.

- (b) The e-Tender is in a language other than English or does not contain its English Translation in case of other language adopted for e-Tender preparation.
- (c) The e-Tender documents are not signed by an authorized person (as per Article IT. 12 i.e. signing of e-Tender documents).
- (d) The general performance data for qualification is not submitted fully (as per Article IT 11 i.e. General performance Data).
- (e) Tenderer does not agree to payment terms defined as per Article IT. 22 i.e. payment terms.

### **A. An e-Tender may further be disqualified if,**

- (a) Price variation is proposed by the Tenderer on any principle other than those provided in the e-TENDER Documents.
- (b) Completion schedule offered is not consistent with the completion schedule defined and specified in e-Tender document.
- (c) The validity of e-Tender is less than that mentioned in Article IT. 10 i.e. e-Tender validity period.
- (d) Any of the page or pages of e-Tender is/are removed or replaced.
- (e) Any condition which affect the cost.

## **IT 12 PERFORMANCE GUARANTEE (SECURITY DEPOSIT)**

As a contract security the Tenderer to whom the award is made shall furnish a performance guarantee (Security deposit) for the amount of **5%** of the contract price to guarantee the faithful performance, completion and maintenance of the works of the contract in accordance with all conditions and terms specified herein and to the satisfaction of the Engineer-in-charge, and ensuring the discharge of all obligations arising from the execution of contract in the forms mentioned below:

- a. By a Demand Draft on the Rajkot Branch of any Nationalized Bank or Scheduled Bank except co-operative bank.
- b. A fixed deposit receipt of any Nationalized Bank or Schedule Bank except Co-operative Bank duly endorsed in favour of the **Rajkot Municipal Corporation, Rajkot.**
- c. A Bank Guarantee of any Nationalized Bank or Schedule Bank except Co-operative Bank duly endorsed in favour of the **Rajkot Municipal Corporation, Rajkot.**

## **DECLARATION regarding Non-Black Listing / Non-Debarment**

### **Name of Work:-**

Remediation Services for Processing of Legacy Waste (Old Dump) inclusive of Disposal of RDF, Compost etc. and inert disposed in landfill site as per MSW Rules at Nakrawadi dumpsite at village Nakrawadi Sr. No.222/p, Taluka and District Rajkot.

I/We hereby declared that I/We am/are not partner(s) blacklisted / not debarred or connected with firm blacklisted/debarred in any States, CPWD / MES / Railways or any Government, Semi- Government or Private body.

My/our firm is/are not partner(s) blacklisted/debarred or connected with firm blacklisted in any States, CPWD / MES / Railways or any Government, Semi-Government or Private body.

I/We hereby declared that no contract of my/our firm with Rajkot Municipal Corporation has been terminated

I/We hereby declared that no contract of my/our firm with Rajkot Municipal Corporation is under any litigation or in any dispute.

At present I/We am/are registered as approved contractor (s), firms in State, CPWD / MES / Railways.

We, the partners / owners of this firm, hereby give an undertaking that we are jointly and severally responsible to meet all the liabilities ever and above the business of this firm and make good the above financial loss sustained by the Rajkot Municipal Corporation as a result of our abandoning the works entrusted to us.

**Date:**

**Seal and Signature of the Bidder**

**APPENDIX – A**

**STATEMENT OF FINANCIAL PARAMETERS**

1. Annual turnover for last financial Three years

Turnover Rs.In Lacs				
Financial year	2020-21	2021-22	2022-23	Average of last Three years
Partner-1 (Lead Partner)				
Partner-2				
<b>Total</b>				

Working Capital

Working Capital (in Rs). as on Dt.31-03-2023	
Partner-1 (Lead Partner)	
Partner-2	
<b>Total</b>	

Note: - The bidder shall have to submit the copies of Audited Report of last Three Financial Years. The bidder shall also have to submit the Certificate regarding Turnover and Working Capital from the registered Chartered Accountant

**Signature of Contractor**

**APPENDIX – B**

**Declaration  
Of  
Depositing Provident Fund contribution**

This to certify that we have deducted the employees' P.F. and deposited the same along with employer's contribution towards provident fund on labour charges / wages paid by us to the laborers engaged for the work of \_\_\_\_

\_\_\_\_\_with Provident  
Fund Authority under our Provident Fund Code No. \_\_\_\_\_

We produce herewith the copies of the challans for the provident fund deduction and contribution deposited as mentioned above.

**Date:**

**Seal and Signature of the Bidder**

## APPENDIX - C

### EXPERIENCE

Sr. No	Name of the work and location	Contract Cost (Rs. In Lacs.)	Contract period (Start date & End date)	Actual Cost at the end of contract (Rs. In Lacs.)	Actual Contract period (Start date & End date)	Total Legacy/ Fresh Waste Disposal works in MT	Name of Department/ Client	Whether time limits extended and reason thereof	Whether project under litigation (Y/N) and reason thereof

Note: - The bidder shall have to give completion certificate/ Progress Certificate (3A Certificate) from the concerned Department/Client in standard format. In absence of such certificate, experience shall not be considered for tender evaluation.

**APPENDIX-D**

**INFORMATION ON BID CAPACITY (WORK FOR WHICH BIDS HAVE BEEN SUBMITTED AND WORKS WHICH ARE YET TO BE COMPLETED) AS ON THE DATE OF THIS BID (A) EXISTING COMMITMENTS AND ON-GOING WORKS**

Sr. No.	Description of Work	Place and state	Contract No. & Date	Name and Address of the Owner	Value of Contract Rupees in Lacs	Stipulated period of Completion	Value of works remaining to be completed	Anticipated date of completion.
1	1	2	3	4	5	6	7	8



**APPENDIX-E**

**DETAILS OF PLANTS & EQUIPMENTS AVAILABLE WITH FIRM**

<b>Sr No</b>	<b>Name of plants/ equipments</b>	<b>Make of Plants/ equipments</b>	<b>Model &amp; Year of purchase</b>	<b>Details of R.T.O. Registration</b>	<b>Cost of plants / equipments</b>	<b>Location where the plants / equipments located</b>	<b>Hours utilized</b>	<b>Condition at present</b>	<b>Will be deployed on work or not?</b>

**Signature of Contractor**

# General Conditions

## **GC-01      DEFINITIONS AND INTERPRETATIONS:**

- 1.0 In the contract (as hereinafter defined) the following words and expressions shall, unless repugnant to the subject or context thereof, have the following means as signed to them.
- 1.1 The "**Owner / Corporation**" shall mean **Rajkot Municipal Corporation** and shall include its Municipal Commissioner or other Officers authorized by the Corporation and also include owner's successors and assignees.
- 1.2 The "**Contractor**" shall mean the person or the persons, firm or Company whose e-Tender has been accepted by the Owner and includes the Contractors legal representative, his successors and permitted assigned.
- 1.3 The "**Engineer-in-charge**" shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorized by the Corporation to act for and on its behalf for all functions pertaining to the operation of this contract.
- 1.4 "**Engineer-in-charge's Representative**" shall mean any resident Engineer or Assistant to the Engineer-in-charge, appointed from time to time by the owner to perform duties set forth in the E-TENDER Document whose authority shall be notified in writing to the Contractor by the Engineer-in-charge.
- 1.5 "**E-TENDER**" – the offer or proposal of the Tenderer submitted in the prescribed form setting for the prices for the work to be performed, and the details thereof.
- 1.6 "**Contract Price**" shall mean total money payable to the Contractor under the contract.
- 1.6 "**Addenda**" shall mean the written or graphic notices issued prior to submission of e-Tender which modify or interpret the contract documents.
- 1.7 "**Contract Time**" – the time specified for the completion of work.
- 1.8 "**Contract**" shall mean agreement between the parties for the execution of works including therein all contract documents.

1.9 **"Contract Document"** shall mean collectively the e-Tender documents, designs, drawings, specifications, agreed variations, if any and such other documents constituting the e-Tender and acceptance thereof.

**GC-02 RULING LANGUAGE :**

The language according to which the contract shall be construed and interpreted shall be English/Gujarati. All entries in the contract document and all correspondence between the Contractor and the **Corporation** or the Engineer-in-charge shall be in English/Gujarati. All dimensions for the materials shall be given in metric units only.

**GC-03 CONTRACTOR TO UNDERSTAND HIMSELF FULLY :**

The Contractor by e-Tendering shall be deemed to have satisfied himself, as to all considerations and circumstances affecting the e-Tender price, as to the possibility of executing the works as shown and described in the contract and to have fixed his prices according to his own view on these matters and to have understood that no additional allowances except as otherwise expressly provided, will afterwards be made beyond the contract price. The Contractor shall be responsible for any misunderstanding or incorrect information, however, obtained.

**GC-04 ERRORS IN SUBMISSIONS :**

The Contractor shall be responsible for any errors or omissions in the particulars supplied by him, whether such particulars have been approved by the Engineer-in-charge or not.

**INTERPRETATION OF CONTRACT DOCUMENT :**

The provision of the General Conditions of Contract and Special Conditions of Contract shall prevail over those of any other documents of the contract unless specifically provided otherwise, should there be any discrepancy, inconsistency, error or omission in the several documents forming the contract, the matter may be referred to the Engineer-in-charge for his instructions and decision. The Engineer-in-charge's decision in such case shall be final and binding to the Contractor.

**GC-05 BREACH OF CONTRACT BY CONTRACTOR:**

If the Contractor fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instructions given to him in writing by the Engineer-in-charge in accordance with the contract, or shall contravene the provisions of the contract, the Corporation may give notice in writing to the Contractor to make good such failure, neglect, or contravention. If the Contractor fails to comply in connection to written notice within 14 (fourteen) days of receipt, it shall be lawful for the Corporation, without prejudice to any other rights the Corporation may have under the contract, to terminate the contract for all or part of the works, and make any other arrangements it shall deem necessary to complete the work outstanding under the contract at the time of termination / Black List / Debar the agency for the period of three years from the works of RMC. In this event, the performance Bond shall immediately become due and payable to the Corporation. The value of the work done on the date of termination and not paid for shall be kept as deposit for adjustment of excess expenditure incurred in getting the remaining work completed and the

Corporation shall have free use of any works which the Contractor may have at the site at the time of termination of the contract.

**GC-06      LAWS GOVERNING THE CONTRACT :**

This contract shall be construed according to and subject to the laws of India and the State of Gujarat and under the jurisdiction of the Courts of Gujarat at Rajkot city only.

**GC-07      OVER PAYMENT AND UNDER PAYMENT :**

Whenever any claim for the payment of a sum to the Corporation arises out of or under this contract against the Contractor, the same may be deducted by the Corporation from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other contract with the Corporation (which may be available with the Corporation), or from his retention money or he shall pay the claim on demand. The Corporation reserves the right to carry out post payment audit and technical examinations of the final bill including all supporting vouchers, abstracts etc. The Corporation further reserves the right to enforce recovery of any payment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute shall be resolved as per GC-49 (Interpretation Related To Tender Conditions or Contract Agreement) of this contract and notwithstanding the fact that the amount of the final bill figures as resolved through GC-49. If as a result of such audit and technical examinations any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the Corporation from the Contractor as prescribed above. If any under payment is discovered by the Corporation, the amount due to the Contractor under this contract, may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor.

**GC-08      SETTLEMENT OF DISPUTES :**

Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer-In-Charge subject to a written appeal by the Contractor to the Engineer-In-Charge and those decisions shall be final and binding on the parties hereto. Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties.

**GC-09      DISPUTES OF DIFFERENCES TO BE REFERRED TO :**

If at any time, any question, disputes or differences of any kind whatsoever shall arise between the Engineer-In-Charge and the contractor upon or in relation to or in connection with this contract either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference as to any decision, opinion, instruction, direction, certificate or evaluation of the

Engineer-In-Charge. The question, dispute or differences shall be settled by the Municipal Commissioner, Rajkot Municipal Corporation, who shall state his decision in writing and give notice of same to the Engineer-In-Charge and to the Contractor. Such decision shall be final and binding upon both parties.

**GC-10      INTERPRETATION RELATED TO TENDER CONDITIONS OR CONTRACT AGREEMENT :**


For any interpretation related to tender conditions or contract agreement conditions, the decision of Municipal Commissioner, Rajkot Municipal Corporation shall be considered as final and binding and in the event of any dispute arising pertaining to tender conditions or contract agreement conditions the jurisdiction shall be Rajkot Civil Court/Commercial Court of Rajkot City.


**GC-11      TERMINATION OF THE CONTRACT:**

- i) If the Contractor finds it impracticable to continue operation owing to force majeure reasons or for any reasons beyond his control and/or the Corporation find it impossible to continue operation, then prompt notification in writing shall be given by the party affected to the other.
- ii) If the delay or difficulties so caused cannot be expected to cease or become unavoidable or if operations cannot be resumed within two (2) months then either party shall have the right to terminate the contract upon 10 (ten) days written notice to the other. In the event of such termination of the contract, payment to the Contractor will be made as follows:
  - a) The Contractor shall be paid for all works approved by the Engineer- in-charge and for any other legitimate expenses due to him.
  - b) If the Corporation terminates the contract owing to Force Majeure or due to any cause beyond its control, the Contractor shall additionally be paid for any work done during the said two (2) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (a) above.
  - c) The Corporation shall also release all bonds and guarantees at its disposal except in cases where the total amount of payment made to the Contractor exceeds the final amount due to him in which case the Contractor shall refund the excess amount within thirty (30) days after the termination and the Corporation thereafter shall release all bonds and guarantees. Should the Contractor fail to refund the amounts received in excess within the said period such amounts shall be deducted from the bonds

or guarantees provided.

- iii) On termination of the contract for any cause the Contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the Corporation with respect to completion safeguarding of storing materials procured for the performance of the contract and the salvage and resale thereof.

  
Assistant Environment Engineer  
WOW CELL (SWM)  
Rajkot Municipal Corporation

  
Deputy Executive Engineer  
WOW CELL (SWM)  
Rajkot Municipal Corporation

## **Section VII - Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Authority.



## Section VIII - Contract Forms

### Format for Bank Guarantee as Security Deposit (Performance Guarantee)

To,  
Municipal Commissioner  
Rajkot Municipal Corporation  
Rajkot-360001

WHEREAS \_\_\_\_\_ Address \_\_\_\_\_ has undertaken, in RMC e-tender No. RMC/SWM/2022-23/01 Tender ID No. \_\_\_\_\_ For the Remediation Services for Processing of 6.50 Lac MT legacy waste (OLD DUMP) at Nakrawadi dumpsite at Village Nakrawadi sr.no.222/P, Taluka and District Rajkot.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee of a recognized Bank for the sum specified as Security Deposit (Performance Guarantee) for compliance with his obligation in accordance with the bid offer documents.

AND WHEREAS we have agreed to give the contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, of behalf of the contractor, Up to a total of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). And we undertake to pay you. Upon your first written demand and without cavil or argument, any Sum or sums within the limit of Rs. \_\_\_\_\_) as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to other modification of the terms of the Bid Tender or of the works to be performed there under or of any of the Bid Tender documents which may be between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for \_\_\_\_\_Months from Date of Issuance this Bank Guarantee.

Not with standing anything contained herein.

1. Our liability under this Bank Guarantee shall not exceed. Rs. \_\_\_\_\_ - (Rupees \_\_\_\_\_ only)
2. This Bank Guarantee shall be valid up to 30 Months from Date of Issuance this Bank Guarantee and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantees if and only and of you serve upon us a written claim or demand on or before \_\_\_\_\_ - \_\_\_\_\_ - 2023, IRRESPECTIVE OF WHETHER THE ORIGINAL Bank Guarantee is returned to us or not.

Executed this on ..... Day of \_\_ Month 2023 at \_\_\_\_\_ City

This Section contains forms which, once completed, will form part of the contract. The form for **Performance Security**, when required, shall only be completed by the bidder after the contract has been awarded.

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## **Part I – Bidding Procedures**

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# Section I - Instructions to Bidders

## A. General

### 1. Scope of Bid

- i. In connection with the Tender Notice specified in the Bid Data Sheet (BDS), the Authority, as specified in the BDS, issues this bidding document for the delivery of Legacy Waste Remediation Services, Throughout this bidding document:
- ii. the term “in writing” means communication in written form (e.g., by mail, e-mail, fax, including if specified in the BDS, distributed, or received through the electronic-procurement system used by the Authority) with proof of receipt.
- iii. if the context so requires, “singular” means “plural” and vice versa; and
- iv. “Bidder” means a person, including any individual, firm, Company, Corporation, NGO, society, trust, Govt., state or agency of a state, or any association or partnerships (whether or not having separate legal personality) of two or more of the above and shall include succession and assigns.
- v. “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Authority. It excludes the Authority’s official public holidays.
- vi. “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Authority.
- vii. “Authority” means the party who employs the Service Provider.
- viii. “Authority’s Personnel” means all staff, labor and other employees of the Authority engaged in fulfilling the Authority’s obligations under the Contract; and any other personnel identified as Authority’s Personnel, by a notice from the Authority to the Service provider.
- ix. “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Authority under this Contract.
- i) “Party” means the Authority or the Service Provider, as the case may be, and “Parties” means both of them.
- j) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.
- k) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Authority;
- l) “Service Provider’s Personnel” means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service

Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;

- m) "Services" means the work to be performed by the Service Provider pursuant to the Contract;
- n) "**SCF/ RDF**" means non-biodegradable, non-recyclable, non-reusable, nonhazardous solid waste having minimum calorific value exceeding 1500 kcal/kg and excluding chlorinated materials like PVC plastic, woody waste etc.
- o) "**inerts**" means wastes which are not bio-degradable, recyclable, or combustible and include debris, construction and demolition wastes, street sweepings or dust and silt removed from the surface drains.
- p) "Good Earth" means mixture of organic matter and fine soil.

1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.

## **2. Eligible Bidders**

### **2.1**

A Bidder may be a firm that is a private entity, a state-owned entity or institution, subject to RELEVANT ITB, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise **specified in the BDS**. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, Maximum the number of members is 2 in a JV.

### **2.2**

A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls/ is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Authority regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the Authority's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Legacy Waste Remediation Services that are the subject of the Bid; or



- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Authority or Borrower for the Contract implementation; or
- 2.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a sub-contractor in more than one Bid.
- 2.4 Bidders that are state-owned enterprises or institutions in the Authority's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Authority.
- 1.5 A Bidder shall not be under suspension from Bidding by the Authority as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 1.6 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Authority, as the Authority shall reasonably request.

### **3. Qualification of the Bidder**

3.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

## **B. Contents of Bidding Document**

### **4.1 Sections of Bidding Documents**

The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with RELEVANT ITB.

#### **PART 1: Bidding Procedures**

- Section I - Instructions to Bidders (RELEVANT ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms

#### **PART 2: Authority's Requirements**

- Section V – Authority's Requirements

#### **PART 3: Contract**

- Section VI - General Conditions of Contract (GCC)
- Section VII - Special Conditions of Contract (SCC)

- Section VIII - Contract Forms

## 4.2

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

## 4.3

Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.

## 5. Site Visit

5.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and their surroundings shall be at the Bidder's own expense. Bidder must take an official permission to visit the site and follow applicable safety measures, while moving around the site.

## 6. Clarification of Bidding Document

6.1 A Bidder requiring any clarification of the bidding document shall contact the Authority in writing at the Authority's address specified in the BDS within the date of Pre-bid Meeting or during this meeting. The Authority will respond in writing to any request for clarification, provided that such a request is received prior to the deadline for submission of Bids within a period specified **in the BDS**.

## 7. Amendment

7.1 At any time prior to the deadline for submission of Bids, the Authority may amend the bidding document by issuing an addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum".

Any addendum issued shall be part of the bidding document .

The Authority will publish the Pre-bid Meeting Minutes or Corrigendum or Addendum on e-tender portal (n-procure).

## 8. Currencies of Bid and Payment

8.1 The prices shall be quoted by the Bidder, and shall be paid for by the Authority, entirely in Indian Rupees

## 9 Documents Establishing Conformity of Services

9.1 To establish the conformity of the Legacy Waste Remediation Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the

technical specifications and standards

## 10. Document establishing the Eligibility and qualifications of the Bidders

10.1 To establish their eligibility in accordance with RELEVANT ITB, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.

10.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Authority's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

10.3 All Bidders shall provide in document mentioned in this tender, Bidding Forms, a preliminary description of the proposed methodology, detailed plan of action/ work plan and schedule.

## 11 Period of Validity of Bids

11.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Authority in accordance with RELEVANT ITB. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Authority in accordance with RELEVANT ITB, shall be rejected by authority as nonresponsive.

11.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Authority may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with RELEVANT ITB it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

## 12. Bid Security

12.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of the Technical Part of its Bid, a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security in original form, in the amount and currency specified **in the BDS**.

12.2 If a Bid Security is specified pursuant to RELEVANT ITB the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a nationalized/ scheduled bank located in India
- (b) An irrevocable letter of credit; issued by a Nationalized /Scheduled Bank located in India.
- (c) a cashier's or certified check; or demand draft from a Nationalized/ Scheduled bank located in India; or

12.3 If a Bid Security is specified pursuant to RELEVANT ITB any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Authority as non-responsive.

#### 12.4

If a Bid Security is specified pursuant to RELEVANT ITB the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to RELEVANT ITB.

#### 12.5

The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

#### 12.6

##### **The Bid Security may be forfeited:**

- (a) if a Bidder withdraws/modifies/substitutes its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to
  - (1) sign the Contract in accordance with RELEVANT ITB or
  - (2) furnish performance security in accordance with RELEVANT ITB .

#### 12.7

The Bid Security of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of Lead Partner as named in the letter of intent referred to in RELEVANT ITB.

### **13 . Format and Signing of Bid**

13.1 The Bidder shall prepare the Bid as per details given in RELEVANT ITB.

13.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

13.3 A person or persons shall sign the Bid duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be uploaded along with the Bid.

13.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the Bid.

13.5 Corrections, if any, can be carried out by editing the information before electronic submission on e-procurement portal.

## **D. Online Submission of Bids**

### **14. Preparation of Bids**

#### **14.1**

Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 6.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The e-tender for this Project is published on this website. Any prospective bidder can logon to this website and view the e-tender and can view the details of Legacy Waste Remediation Services for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration on the website. The bidder should register on the website using the relevant option available. The bidder can then login the website through the secured login by entering the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.

#### **14.2**

All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission. Physical, e-mail, Telex, Cable, or Facsimile bids will be rejected as non-responsive.

### **15. Deadline for Submission of Bids**

15.1 Bids must be uploaded online no later than the date and time **specified in the BDS**.

15.2 The Authority may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with RELEVANT ITB in which case all rights and obligations of the Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

### **16. Late Bids**

16.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

### **17. Withdrawal, Substitution and Modification of Bids**

17.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of the bidding document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In the online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is allowed.

## **E. Evaluation and Comparison of Bids**

### **18. Confidentiality**

18.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Contract Award is transmitted to all Bidders in accordance with RELEVANT ITB

18.2 Any effort by a Bidder to influence the Authority in the evaluation or contract award decisions may result in the rejection of its Bid.

18.3 Notwithstanding RELEVANT ITB from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Authority on any matter related to the Bidding process, it should do so in writing.

### **19. Clarification of Bids**

19.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Authority may, at the Authority's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Authority may require. Any clarification requested to be withdrawn in accordance with RELEVANT ITB shall not be opened submitted by a Bidder in respect to its Bid and that is not in response to a request by the Authority shall not be considered. The Authority's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the Bids, in accordance with RELEVANT ITB.

19.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Authority's request for clarification, its Bid may be rejected.

### **20. Deviations, Reservations, and Omissions**

During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

### **21. Nonconformities, Errors, and Omissions**

21.1 Provided that a Bid is substantially responsive, the Authority may waive any nonconformities in the Bid.

21.2 Provided that a Bid is substantially responsive, the Authority may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

21.3 Provided that a Bid is substantially responsive, the Authority shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Authority shall use its best estimate.

## **F. Evaluation of Technical Parts of Bids**

### **22. Evaluation of Technical Parts**

22.1 In evaluating the Technical Parts of each Bid, the Authority shall use the criteria and methodologies listed in RELEVANT ITB and Section, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

### **23. Determination of Responsiveness**

23.1 The Authority's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in RELEVANT ITB.

23.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Legacy Waste Remediation Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Authority's rights, or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

23.3 If a Bid is not substantially responsive to the requirements of the bidding document, it will be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

## **24. Qualification of the Bidder**

24.1 The Authority shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid – Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

24.2

The determination will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to RELEVANT ITB. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder that submitted the Bid.

24.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

24.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened.

## **G. Public Opening of Financial Parts of Bids**

### **25. Public Opening of Financial Parts**

#### **25.1**

Following the completion of the evaluation of the Technical Parts of the Bids, the Authority shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their Financial Part of Bid will not be opened; and
- (c) notify them of the date, time and location of the public opening of Financial Parts of the Bids.

#### **25.2**

The Authority will, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts

## **H. Evaluation of Financial Parts of Bids**

### **26. Evaluation of Financial Parts**

26.1 In evaluating the Financial Part of each Bid, the Authority will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

- (a) price adjustment due to quantifiable non-material nonconformities in accordance with RELEVANT ITB
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference)

26.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

### **27. Corrections of Arithmetical Errors**

27.1 The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in



figures, and therefore there is no scope of discrepancy and need for arithmetic correction.

## **28. Comparison of Financial Parts of Bids**

28.1 The Authority will compare the evaluated costs of all substantially responsive Bids established in accordance with RELEVANT ITB to determine the Bid that has the lowest evaluated cost.

## **29. Abnormally Low Bids**

29.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

29.2 In the event of identification of a potentially Abnormally Low Bid, the Authority, unless otherwise **specified in the BDS**, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

29.3 After evaluation of the price analyses, in the event that the Authority determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Authority may reject the Bid.

## **30. Authority's Right to Accept Any Bid, and to Reject Any or All Bids**

30.1 The Authority reserves the right to accept or reject any Bid, and to award the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

## **I. Award of Contract**

### **31. Award Criteria**

Subject to RELEVANT ITB the Authority will award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Least Cost (L1) Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) Substantially responsive to the bidding document; and
- (b) Least Cost (L1)

### **32. Notification of Award**

32.1 Prior to the expiration of the Bid Validity Period, the Authority will notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Authority will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

32.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

### **33. Signing of Contract**

#### **33.1**

Promptly upon Notification of Award, the Authority will prepare the Contract Agreement and keep it ready in the office of the Authority for the signature of the Authority and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Authority and the successful Bidder.

#### **33.2**

Within thirty (30) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with RELEVANT ITB, and revised methodology for delivery of services; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Authority along with the documents stated at (a) and (b) above.

### **34. Performance Security**

34.1 Within thirty (30) days of the receipt of the Letter of Acceptance from the Authority, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC , using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another Form acceptable to the Authority.

34.2 If the Performance Security furnished by the successful Bidder is in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a nationalized/ scheduled bank located in India, or by a foreign bank acceptable to the Authority, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture specifying the names of all members.

34.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Authority may award the Contract to the Bidder offering the next best quote or annul the bid process.

## **Section II - Bid Data Sheet (BDS)**

The following specific data for the Legacy Waste Remediation Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (RELEVANT ITB).

## RELEVANT ITB Reference

### A. General

#### RELEVANT ITB 1.1

The reference number of the Tender No.) is :

The Authority is: Rajkot Municipal Corporation

#### RELEVANT ITB 1.2

##### Electronic –Procurement System

The Authority shall use the following electronic-procurement system to manage this Bidding process:

E-Mail: URL: <https://rmc.nprocure.com>

#### RELEVANT ITB 1.3

The Intended Completion Date is \_\_\_\_\_

#### RELEVANT ITB 2.1

Bids from Joint Ventures are permitted

Where Joint Ventures are permitted:

(a) Maximum number of members in the Joint Venture (JV) shall be: **2**

***Name of the city where the contract agreement is to be signed: Rajkot***

(b) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [*in case of a successful bid*].

(c) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Authority.

### B. Preparation of Bids

#### RELEVANT ITB 11

**Note for Bidders:** Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill in the forms that are available for online filling pages shall then be scanned and uploaded on the e- procurement portal along with the scanned copies of the supporting documents.

## **Section III - Evaluation and Qualification Criteria**

*This section contains the criteria that the Authority will use to evaluate Bids and qualify Bidders through post-qualification. No other factor methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.*

### **Contents**

In line with the two-envelope bidding process, this section includes Evaluation and Qualification Criteria:

#### **(i) Technical Part; and**

#### **(ii) Financial Part.**

### **TECHNICAL PART**

#### **1. Adequacy of Technical Proposal**

In evaluating the Technical Parts of each Bid, the Authority will use the criteria and methodologies listed in the Instructions to Bidders and Section III, Evaluation and Qualification Criteria. If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected, and Financial Part of that Bid shall not be opened.

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical & financial capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V, Authority's Requirements.

#### **2. Qualification**

2.1 All Bidders shall include the following information and documents with their Bids:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last Three years;
- (c) Experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.

- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past Three years;
- (g) the annual Financial Turnover for each of the last three financial years Net Worth for each of the last three financial years
- (h) authority to the Authority to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

*[the qualification and experience of each identified subcontractor in the relevant field should be annexed.]*

2.2 Bids submitted by a joint venture of two firms as members shall comply with the following requirements, unless otherwise stated **below**:

- (a) the Bid shall include all the information listed above for each joint venture member;
- (b) the Bid shall be signed so as to be legally binding on all members;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (d) below; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement; All members of JV should have active participation in providing services during the currency of the contract, and the division of assignments to each member should not be varied/modified subsequently without prior approval of the Authority;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members;
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge; and

- **The pre-qualification requirement is as under:**

### **2.3 Financial Criteria:**

1	Avg. annual turnover of last three financial years	should not be less than 1 Crore.	C.A. certificate for the same to be provided along with tender documents
2	solvency certificate	Minimum worth Rs. 1 Crore	Bank Solvency certificate should be related Financial Year 2022-23 as on Dt 01-04-2023.
3	Working capital	must not be less than Rs. 50 Lac	C.A. certificate for the same to be provided along with tender documents

### **2.4 Experience Criteria for each work:**

**The bidder must have Experience of equal category any one of following list:**

1	Have Experience of Operations and Maintenance of Trommel system for work of MSW Segregation
2	Have Experience of Bio mining / Bio remediation of Legacy/Fresh Waste
3	Have Experience of Processing of MSW/Bio Mass/Bio-methanation /Compost/Waste to Energy
4	Have Experience of Segregation/Processing of Dry waste

### **2.5 The bidder must have Experience of any one of above category work as per following any one norms**

(d) One work of processing 1 Lac MT Waste	(e) Two work of processing 0.83 Lac MT Waste	(f) Three work of processing 0.67 Lac MT Waste
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during last three years

The bidder shall produce the work completion certificate / 3A Progress Certificate or performance certificate. The same shall mention clear amount and Work Done Quantity of work related to this tender.

### **3 Minimum Scope of work :**

1	Bidder shall Process the Legacy Waste by using Power Supply through Diesel Generator Set (DG Set). Bidder shall establish, erect, install and run / operate DG Set at his own cost
2	Bidder shall have enough Vehicles, Machineries like (Trommel with conveyor Belt System) and Manpower to move and transport waste



## **C. FINANCIAL PART**

### **1. Evaluation**

In addition to the criteria listed in RELEVANT ITB the following criteria shall apply:

- a) The Bidder shall quote the quoted price must include the price for remediating legacy waste on per ton basis ("Bid Price") in the Letter of Bid- Financial Part but excluding GST.

## **Section IV- Bidding**

### **FormsTable of Forms**

## Letter of Bid – Technical Part

### **INSTRUCTIONS TO BIDDERS:**

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

Note: *All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** [insert date (as day, month, and year) of Bid submission] **Tender No.:** [insert number of Tender]

**To:** [insert complete name of Authority]

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with RELEVANT ITB ;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with RELEVANT ITB ;
- (c) **Conformity:** We offer to provide the Legacy Waste Remediation Services in conformity with the bidding document for the following: *[insert a brief description of the Legacy Waste Remediation Services]*;
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 16.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 20.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of RELEVANT ITB.
- (g) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution]*;
- (h) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (i) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid, or any other Bid that you may receive;

(j) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

(k) If awarded the contract, the person named below shall act as Service Provider's Representative: \_\_\_\_\_

**Name of the Bidder:** \*[insert complete name of person signing the Bid]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** \*\*[insert complete name of person duly authorized to sign the Bid]

**Title of the person signing the Bid:** [insert complete title of the person signing the Bid]

**Signature of the person named above:** [insert signature of person whose name and capacity are shown above]

**Date signed** [insert date of signing] **day of** [insert month], [insert year]

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

## A. Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month, and year) of Bid submission]* RFP No.: *[insert number of Bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above. <input type="checkbox"/> In the case of JV, letter of intent to form JV or JV agreement, in accordance with RELEVANT ITB. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with RELEVANT ITB documents establishing: <ul style="list-style-type: none"><li>● Legal and financial autonomy</li><li>● Operation under commercial law</li><li>● Establishing that the Bidder is not under the supervision of the agency of the Authority.</li></ul>
8. Included are the organizational chart, and a list of Board of Directors

## B. Bidder's JV Members Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].*

Date: *[insert date (as day, month, and year) of Bid submission]* RFP No.: *[insert number of Bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. <input type="checkbox"/> In the case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Authority, in accordance with RELEVANT ITB.
8. Included are the organizational chart and a list of the Board of Directors.

### C. Form for Financial Qualification

a) Turnover in last three financial years

Financial Year	Annual Turnover (in INR)
20xx – 20xx	
20xx – 20xx	
20xx – 20xx	
Average Turnover	

b) Net Worth in last Three financial years:

Financial Year	Net worth (in INR)
20xx – 20xx	
20xx – 20xx	
20xx – 20xx	

Note:

1. The financial year shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
2. The Bidder shall provide the Audited Annual Financial Statements of the corresponding years. Failure to do so would result in the Proposal being considered as non-responsive. In case the annual accounts for the latest financial year are not audited and therefore cannot make it available, the applicant shall give an undertaking, to this effect and the statutory auditor shall certify the same. In such case, the applicant shall provide the audited annual reports for Three years preceding the year for which audited annual report is not being provided.
3. A certificate from Statutory Auditor should be provided as supporting document certifying the Financial Pre-Qualification

## D. Qualification Information

### Form 1: Format for summary of Technical Qualification

#### A. Summary Table

Name of Applicant/Member of Consortium/JV (in case of Consortium/JV) Claiming the Project Experience: .....							
S. No.	Brief Project Description	Project Award Date (Only those Project(s) awarded in preceding 3 FY from due date of bidding shall be considered)	Project Completion Date/expected completion date	Project Cost in INR (Cr)	Project Capacity (in MT per day) (A)	Claiming Entity's Share in the Project (%) (B)	Effective Handled Capacity Ax B (C) (in MT per day)

B. Average Project Capacity (As per column 'C') of eligible projects handled (as mentioned in summary table above is (in MT per day)

1. The details of each of the works mentioned in the above table must be provided separately in Form 2.
2. Use a separate sheet for each member in case of a Consortium/JV.
3. Provide attested copies of Work Orders and /or Completion Certificates for each project. work orders/ testimonials will be verified if required.
4. Each certificate of experience will be duly signed/confirmed by a representative of the client (to be of at least Executive Engineer Rank)



## Form 2: Details of Projects eligible for Technical Qualification

(Provide Details for Only those Projects listed in Form 1, use separate sheet for each project)

Name of Applicant/ Member of Consortium/ JV( In case of Consortium/ JV) Claiming the Project Experience:	
1.	Name of Project
2.	Location of Project
3.	Name of the client
4.	Client's Address & Telephone Number Fax Number and email ID of contact person
5.	Project Cost (in INR crores)
6.	Nature of works and specific features relevant to this project. (Details pertinent to the Technical Criteria of this RFP shall be submitted)
7.	Contract role (check one) Sole Bidder Consortium/JV
8.	a.) Project Capacity:  b.) Your Company's share in the Project (%):
9.	Date of Award
10.	Contract Duration: __Years__Months
11.	Date of  CompletionOr  For Ongoing Project % of completion. The completed Project quantity must meet the technical requirements.
12.	Whether completed in specified duration, If no, reason for delay
13.	Specified requirements
14.	Name and professional qualifications of applicant's Engineer-in-Charge of the work
15.	Were there any penalties/fines/stop-notice/compensation/liquidated damages imposed?(Yes or No). If yes, give amount and explanation

### **Form 3: Format for Submitting Approach & Methodology Site Development Plan**

1. Details of methods and processes to stabilize the open dumpsite (including description of the process along with intervention used for control of foul odour and other such eco-friendly and non-polluting processes for minimizing the impact of the bio-mining activity in the adjacent areas of the dumpsite)
2. Process plan and description of the activities for Per Day Capacity (TPD) for remediation
3. Process layout and description of the activities with the help of appropriate drawings, general arrangement of machineries, etc. (as per Form 4)
4. Indicate number, type, and capacity of equipment's/machinery to be deployed for the purpose of excavation, segregating, sorting, retrieving recoverable materials, storing, baling, packing, selling and provide the basis for deciding the number. This should include equipment with ownership and rented options.
5. Disposal strategy for SCF/ RDF fractions, Good Earth, Inert/ C&D Material, and other by-products/ fractions.
6. Format for providing Environment, Health, and Safety Management Plan (Plan for Mitigation of Pollution during Project Execution work, Measures to manage hazardous waste if any during the project execution, Plan for Health, and safety in and around the workplace to be followed during project execution, Emergency preparedness plan, Measures for Fire safety, Measures for Health and safety of workers, Measures for ensuring compliances to environmental parameters)
7. Time period estimated for the activity – Detailed Plan of Action/ Work Plan to be provided by the Bidder, indication fortnightly milestones for each activity, as per the scope of work.
8. Operation and Maintenance Manual – For processing of legacy waste and O&M of bio-capping(if applicable)
9. Monitoring & Evaluation Plan
10. Organization & Staffing Plan – No. of resources required.
11. Curriculum vitae of the resources in the Format Provided (Form 5)

#### **Declaration:**

The process listed above will be used to carry out the operations. Changes in the process, if any, are only allowed after getting written permission (email/ fax/ letter) from the Authority.

**Form 4: Details of Key Personnel to be deployed for the Project (Only for Project Head & Project Manager Level)**

Name of Bidder Company/ Consortium/ JV members' company (in case of Consortium/JV):			
Proposed Position			
Key Personnel Information	1. Name 2. Date of Birth 3. Contact Number 4. Professional Qualification 5. Current Designation 6. Years with Present Employer		
Experience Summary Relevant to this Project			
Professional Experience over the last 10 Years (in chronological order)	From	To	Company/Project/Position/Relevant Technical and Management experience

**Note:** Required only for the Project Head and Project Manager

## E. Demand Draft (DD)

WHEREAS the Principal has submitted or will submit a written Bid to the Authority dated the day of\_\_\_\_, 20\_, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid prior to the Bid validity expiry date set forth in the Principal’s Letter of Bid, or any extended date provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Authority prior to the expiry date of the Bid validity or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“RELEVANT ITB”) of the Authority’s bidding document.

Then the Surety undertakes to immediately pay to the Authority up to the above amount upon receipt of the Authority’s first written demand, without the Authority having to substantiate its demand, provided that in its demand the Authority shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiry of the Bid validity set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this\_\_\_\_day of\_\_\_\_\_ 20\_.

Principal:\_\_\_\_\_

Corporate Seal (where appropriate)

Surety:\_\_\_\_\_

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

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<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Authority’s Country or the equivalent amount in a freely convertible currency.

## Letter of Bid – Financial Part

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month, and year) of Bid submission]*

**RFP No.:** *[insert number of RFP process]*

**Alternative No.:** *[insert identification No if this is a Bid for an*

*alternative]* **To:** ***[insert complete name of Authority]***

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part, we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 16.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 20.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Bid Price:** The total price of our Bid is: *[Insert one of the options below as appropriate]*

**Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month], [insert year]*

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder  
\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

**Format of Financial Bid –payments are based on INR/ MT, as per payment option in AppendixB, Section VII]**

Name of Work:

I/We do hereby BID to execution of the above work within the time specified at the rate mentioned below in all respects and in accordance with the specifications, designs, drawings, and instructions in writing in all respects in accordance with such conditions as far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions regarding accessibility of site and quarries/ kilns, nature, and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labor etc. required for the satisfactory execution of contract.

S. No.	Head  (Insert activity to be undertaken)	Rate	Unit  (Per Ton/ each)	Qty	Amount (INR)
Price – Rate to be quoted online only					
	Total	-	-	-	

(Amount in words)

\*Above rates are exclusive of GST and any other applicable taxes

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract as far as applicable, or in default thereof to forfeit and pay to the Commissioner, or his successors in office the sums of money mentioned in the said conditions.

Signature of the

bidder Name of the

bidder

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## **Part II – Authority’s Requirement**



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## Section V - Activity Schedule

**TFR is mandatory:** ULBs/ Authority proposing the Project is mandatorily required to conduct preliminary surveys to assess the waste quantity and characteristics studies. They may undertake assessment of potential market linkages for SCF/ RDF fractions, Inert/ C&D Material fractions and soil. It is important to freeze the waste quantity to be remediated on the day of start of work as the target quantity.

## **Part III – Conditions of Contract and Contract Forms**

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## **Section VI - General Conditions of**

## **Section VIII - General Conditions of Contract**

### **1. General Provisions**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Authority and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;
- (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Authority;
- (d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of the Contract Agreement;
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;
- (g) "Authority" means the party who employs the Service Provider;
- (h) "Authority's Personnel" means all staff, labor and other employees of the Authority engaged in fulfilling the Authority's obligations under the Contract; and any other personnel identified as Authority's Personnel, by a notice from the Authority to the Service provider;
- (i) "Foreign Currency" means any currency other than the currency of the country of the Authority;
- (j) "GCC" means these General Conditions of Contract;  
"Government" means the Government of the Authority's Country
- (l) "Local Currency" means the currency of the country of the Authority;
- (m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SCC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Authority under this Contract;
- (n) "Party" means the Authority or the Service Provider, as the case may be, and "Parties" means both of them;

- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Authority;
- (q) "Service Provider's Personnel" means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) "Specifications" means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract.
- (t) "Services" means the work to be performed by the Service Provider pursuant to the Contract;
- (u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
- (v) "**SCF/ RDF**" means non-biodegradable, non-recyclable, non-reusable, nonhazardous solid waste having minimum calorific value exceeding 1500 kcal/kg and excluding chlorinated materials like PVC plastic, woody waste etc.
- (w) "**inerts**" means wastes which are not bio-degradable, recyclable, or combustible and include debris, construction and demolition wastes, street sweepings or dust and silt removed from the Surface drains
- (x) "Good Earth" means organic matter and fine soil.

## 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Union of India.

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in India, when.

- a) as a matter of law or official regulations, India prohibits commercial relations with that country; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

## 1.3 Language

This Contract has been executed in English and Gujarati, which shall be the binding and controlling

language for all matters relating to the meaning or interpretation of this Contract. Gujarati Version shall be considered as authentic version.

#### **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract will be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

#### **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Authority may approve.

#### **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Authority or the Service Provider may be taken or executed by the officials **specified in the SCC**.

#### **1.8 Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be **stated in the SCC**.

### **2.2 Commencement of Services**

#### **2.2.1 Program**

Before commencement of the Services, the Service Provider shall submit to the Authority for approval a revised Program (revising the Program given along with the Bid) showing the general methods, arrangements, order, and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

#### **2.2.2 Starting Date**

The Service Provider shall start carrying out the Services as per Work-Order.

### **2.3 Intended Completion Date**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the Work-Order**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

### **2.4 Force Majeure**

#### **2.4.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### **2.4.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **2.4.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.4.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for

the purposes of the Services and in reactivating the Service after the end of such period.

## **2.5 Termination**

### **2.5.1 By the Authority**

The Authority may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Authority may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt; or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Authority has engaged in Fraud and Corruption, as defined in paragraph 2.2
  - a. of Attachment 1 to the GCC, in competing for or in executing the Contract

### **2.5.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Authority fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.5.3 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Authority shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Service Provider's Personnel.



### 3. Obligations of the Service Provider

#### 3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Authority's country where the Services are executed.

If **required in the SCC**, the Service Provider shall submit to the Authority for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

- (a) which may include:
  - (i) the procedures to establish and maintain a safe working environment;
  - (ii) the procedures for prevention, preparedness, and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from natural or man-made hazards);
  - (iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
  - (iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

- (b) Any other requirements stated in the Authority's Requirements.

The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Subcontractors or third parties.

### **3.2 Conflict of Interests**

#### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Service Provider's Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

#### **3.2.2 Service Provider and Affiliates Not to be otherwise Interested in Project**

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

#### **3.2.3 Prohibition of Conflicting Activities**

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider's Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

### **3.3 Confidentiality**

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Authority's business or operations without the prior written consent of the Authority.

#### **3.4 Insurance to be Taken Out by the Service Provider**

The Service Provider

- (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and
- (b) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been

paid.

### **3.5 Service Provider's Actions Requiring Authority's Prior Approval**

The Service Provider shall obtain the Authority's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

### **3.6 Reporting Obligations**

The Service Provider shall submit to the Authority the reports and documents specified in Appendix G in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.7 Documents Prepared by the Service Provider to Be the Property of the Authority**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Authority, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Authority, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software.

### **3.8 Liquidated Damages**

#### **3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Authority at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Authority may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the work as per agreed Program and order and timing of all Activities, or from any of the Service Provider's other obligations and liabilities under the contract.

#### **3.8.2 Correction for Over- payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Authority shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

### **3.8.3 Lack of performance penalty**

If the Service Provider has not corrected a Defect within the timespecified in the Authority's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be as described in Sub-Clause 7.2 and **specified in the SCC.**

### **3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Authority no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form by a bank acceptable to the Authority, and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

### **3.10 Fraud and Corruption**

The Authority requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity, or fee.

### **3.11 Security of the Site**

**Unless stated otherwise in the SCC,** the Service Provider shall be responsible for the security at the locations in the Authority's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

**If required in the SCC,** prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Authority's No-objection a security management plan that sets the security arrangements for the locations in the Authority's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Authority's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train these security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Authority's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Authority's Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

### **3.12 Protection of the Environment**

As applicable, the Service Provider shall take all necessary measures to:

- i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and
- ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider's operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Authority's Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Authority the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Authority.

### **3.13 Cultural Heritage Findings**

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Authority's country where the Services are carried out shall be placed under the care and custody of the Authority.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Authority, to give the Authority the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

## **4. Service Provider's Personnel**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Authority.

### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Authority may otherwise agree, no changes shall be made to the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) The Authority may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:
  - (i) persists in any misconduct or lack of care;
  - (ii) performs duties incompetently or negligently;

- (iii) fails to comply with any provision of the Contract;
- (iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
- (vi) has been recruited from the Authority's Personnel;

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Authority to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vi) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out, any Service Provider's Personnel who engages in (i), (ii), (iii), (iv) or (v) above or has been recruited as stated in (vi) above.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **4.3 Service**

##### **Provider's Personnel**

- (i) The Service Provider shall during the whole contract period including period of and Operation & Maintenance strictly follow and act as per the provisions of payment of wages act, The Industrial Dispute Act-1947, all labour/ workers related laws. The Service Provider shall be responsible for service conditions and to pay salary and such allowances to the workers and officers time to time prescribed by competent government authority. Any breach of law related to workmen/Labour the Service Provider shall be responsible to pay and compensate the cost and the amount, Corporation shall not be responsible in any matter related to workmen/officers engaged to carry out work including Operation and Maintenance. The workers, labours, officers etc. engaged by the Service Provider to carry out this work including, and Operation and Maintenance are solely of the Service Provider therefore the client shall not be responsible to pay Service Provider compensation to the workers, labours, officers etc. engaged by the Service Provider to carry out this work including and Operation and Maintenance.
- (i) The contract is inclusive of Operation & Maintenance including manpower therefore Service Provider shall strictly follow all labour laws EPF, ESIC, ID act 1947 and applicable labour laws including labour payment as per minimum labour wages. The Service Provider shall not sublet Operation and maintenance work to any other agency.
- (ii) Corporation shall not be responsible in any manner to pay any payment arise out of any legal proceeding or award of court, tribunal etc. under Payment of Wages Act, The Industrial Dispute Act-1947, all labour/ workmen related laws related to the 54 workers, labours, officers etc. engaged by the Service Provider to carry

out this work including and Operation and Maintenance. The Service Provider shall be liable to make any payment arising out of any legal proceeding or award of court, tribunal etc.

- (iii) The workers, labours, officers etc. engaged by the Service Provider to carry out this work including, and Operation and Maintenance are solely of the Service Provider therefore they all shall not be considered as regular Authority of Corporation and no claim in this regard lies against Corporation by any of the workers, labours, officers etc. engaged by the Service Provider to carry out this work including and Operation and Maintenance.
- (iv) The workers, labours, officers etc. engaged by the Service Provider to carry out this work including, and Operation and Maintenance are solely of the Service Provider therefore they shall not be entitled to get any Identity Card from Corporation.
- (v) The Service Provider shall take cognizance of Child Labor Act and take precaution not to deploy Child Labor
- (vi) Amendment to any law mentioned above shall be applicable to this contract.

## **5. Obligations of the Authority**

### **5.1 Assistance and Exemptions**

The Authority shall use its best efforts where legally warranted to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

### **5.2 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

### **5.3 Services and Facilities**

The Authority shall make available to the Service Provider the Services and Facilities listed under Appendix G.

## **6. Payments to the Service Provider**

### **6.1 Contract Price**

The price is payable in Indian National Rupees (INR) as **set forth in the SCC**.

### **6.2 Terms and Conditions of Payment**

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been

met, and the Service Provider have submitted an invoice to the Authority specifying the amount due.

### **6.3 Extra Quantity Work on Mutual Understanding**

After the completion of awarded work quantity, if authority finds to continue the same work for Extra Quantity, the same can be continued with mutual understanding. Extra Time Limit and Quantity shall be decided mutually. For this purpose, both have to enter into supplementary agreement continuing original terms conditions and the Original approved Rate. No extra payment i.e. price escalation will be paid for this extended scope of work.

## **7. Quality Control**

### **7.1 Identifying Defects**

The Authority shall check the Service Provider's performance and notify him of any Defects that are found specifying a time by which these should be corrected. Such checking shall not affect the Service Provider's responsibilities. The Authority may instruct the Service Provider to search for a Defect and to uncover and test any service that the Authority considers may have a Defect.

The Service Provider shall permit the Authority's Technical auditor to check the Service provider's work and notify the Authority and Service provider of any defects that are found. Such a check shall not affect the Service Provider's or the Authority's responsibility as defined in the Contract Agreement.

### **7.2 Correction of Defects, and Lack of Performance Penalty**

- (a) The Authority shall give notice to the Service Provider of any Defects before the end of the Contract
- (b) Every time a Defect notice is given, the Service Provider shall correct the notified Defect within the length of time specified by the Authority's notice.

If the Service Provider has not corrected a Defect within the time specified in the Authority's notice, the Authority will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### **8.2 Dispute Settlement**

If any dispute arises between the Authority and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the court of Law under Jurisdiction of Rajkot City only.



## Section VII- Special Conditions of Contract

### 3.1 Delay Compensation / Penalty Clause

A	Running Bill Payment	Monthly base For the work done.
B	Minimum Work Quantity to be done per month	<p>Assured Quantity 16.7 % of Awarded Quantity of per Month</p> <p>Assured Quantity 16.7 % of Awarded shall be revised considering Non-Working Day by formula =</p> <p>Net Month Working Days = Month Days – Non-Working Day</p> <p>(Month Days/ Net Month Days) * 16.7 %</p> <p>For Example in Monsoon in August Month</p> <p>Maonth Days = 31 Day</p> <p>Due to monsoon 10 Days are non-working period</p> <p>Net Month Days = 31-10= 21 Days.</p> <p>Revised Assured Qty = (Net Month Days / Maonth Days) x 16.7%</p> <p>Revised Assured Qty = (21/31) x 16.7% of Awarded Qty =</p> <p>Revised Assured Qty = 11.31 % of Awarded Qty</p>
C	Penalty / Delay Compensation	<p>Penalty shall be imposed if Assured Qty is not executed</p> <p>The same will be imposed on Difference i.e. GAP Quantity Tons @ 10% of approved rate per MT</p> <p>Difference i.e. GAP Quantity Tons per Month x Approved Rate x 10%</p>
B	Maximum Penalty per Month	Maximum Penalty per Month will be imposed @ 10% of amount of Monthly bill (Monthly Quantity as per above 10)

The decision of the Authority in this regard shall be final and binding upon both the parties.

The assistance and exemptions provided to the Service Provider shall be as per point 2, Appendix E

**4.1** The price shall be as per Appendix B, Section VII

**4.2** The rates quoted by the Service Provider shall be deemed to be exclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The Authority will perform such duties in regard to the deduction of such taxes at source (TDS) as per applicable law.

**5.0** No interest will be paid for delayed payment]

**6.0** Price adjustment is not applicable

## Appendices

### Appendix A – Scope of work for Legacy Waste Remediation Services

*Give detailed scope of work, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Authority , etc.*

The broad scope of work for Service Provider will include the following:

1. Planning and Design
2. Establishment of the processing facility
3. Operations - Processing of legacy waste
4. Monitoring of the legacy waste management process
5. Project Closure

The section below outlines the key roles and responsibilities of private Service Provider /developer across various stages of project development.

#### **1. Planning and Design**

##### **A. Planning and design of the facility:**

- a) The Bidder shall be responsible for the design and planning of the works, including process/technology for remediation of legacy waste.
- b) The Bidder shall submit the detailed project implementation schedule with anticipated timelines for all the works to ULB for approval, along with a detailed plan of action.
- c) The Bidder shall incorporate fully online/ computerized electronic automatic system in the design with latest technologies for surveillance and stage wise monitoring for the entire process using appropriate M&E tools at its own cost.

##### **B. Obtaining clearances from Statutory bodies:**

- a) The bidder shall obtain all required clearances from all statutory authorities as specified in the contract at his own cost.
- b) The Authority shall facilitate and support the bidder in obtaining the project related approvals and clearances from various relevant authorities.

#### **2. Establishment of the processing facility:**

- a) The bidder shall set up the processes at the site with all the machinery required for bioremediation, processing, and disposal of legacy waste.
- b) The work should be undertaken as per CPCB/ state PCB rules, SWM Rules 2016, and all other applicable rules and regulations, amended from time to time and all other applicable rules & regulations at the cost of the Bidder.
- c) Deployment of necessary manpower, materials, equipment, tools and construction of plants and sheds and creation of facilities for handling, separating, segregating,

storing, and weighing facilities for the operation of the plant and necessary vehicles for the transportation of materials taken out not limited to trommel of required sieve, shredder, screener, hopper, conveyors, and any other equipment as required with adequate capacity of motors.

- d) Construction of office room facilities for the Project
- e) Sufficient machinery / equipment to clear the dumpsite as per the timelines mentioned in this tender document.
- f) Security arrangement for the planned project site, machinery, equipment etc.
- g) The equipment to be used by the Service Provider are provided as a part of Annexure 2

### **3. Operations - Processing of legacy waste:**

- a) Operations and maintenance of infrastructure, facilities, and amenities, for sieving the excavated old, dumped waste and storing the segregated materials before selling/taking out them from the project site.
- b) The work should be undertaken as per CPCB/ state PCB rules, SWM Rules 2016, and all other applicable rules and regulations, amended from time to time and all other applicable rules & regulations at the cost of the Bidder.
- c) Key activities to be performed by the bidder/ as suitable for the site are given below:

- i. Stabilize open dumpsite: The bidder should use methods and processes to stabilize the open dumpsite, control of foul odour and other such eco-friendly and non- polluting processes for minimizing the impact of the bio-mining activity in the adjacent areas of the dumpsite. The processes may include but not be limited to the following:

- ☐ Loosening Legacy Waste: Engaging chain dozer/ excavator and loosening the legacy waste.
    - ☐ Spraying the bio-culture over the loosened partially degraded old, dumped waste and to stabilize the same.
    - ☐ Spraying deodorizer over the waste as required to control odour.
    - ☐ Windrow making of partially degraded wastes for stabilization.
    - ☐ Remediation/Drying of old waste before processing: The old, dumped waste shall be remediated, dried before entering the processing or segregation facility. This dried waste weight entering the segregation facility shall be considered for the payment to the Service Provider

- ii. Transportation and processing of dry/ stabilized legacy waste to processing facility:

- ☐ Shifting and loading of the old, dumped waste into the processing unit and segregating the materials size wise and type wise by engaging the workforce on both sides of conveyors with proper safety precautions.
    - ☐ Processing the old, dumping waste on an everyday basis and segregating the recyclable materials and the enriched soil, debris like stone etc. Shredding of the remaining non saleable SCF/ RDF material with plastic etc. and converting them into SCF/ RDF.

iii. Transport Segregated output/ by-products for disposal: The bidder has to transport the segregated output to the identified vendors at its own cost.

iv. Disposal of by-products/ segregated fractions:

☐ The disposal linkages for the segregated fraction will be identified jointly by the Service Provider as outlined in Annexure 3. The process and timelines for the same should be identified in the Work Plan prepared by the Service Provider and agreed with the Authority. Service Provider identify the stakeholders for the below mentioned fractions/ by-products. Respective parties MoUs/ agreements with respect to each waste fractions:

- SCF/ RDF: Cement plants, power plants, boilers and other establishments interested in accepting SCF/ RDF from the facility.  
(Please refer to CPCB guidelines on usage of refuse derived fuel in various industries for detailed characteristics)
- Inert/ C&D Material: NHAI, PWD and other road, building construction establishments interested in accepting Inert/C&D Material from the facility.
- Good Earth: Horticulture department, forest department and other establishments interested in accepting bio-soil from the facility.
- Hazardous/ Bio-Medical Waste: nearest disposal facility available which can accept the hazardous waste generated during the remediation process. The payment towards its handling and disposal shall be made by the contractor.
- Any other by-products identified during the project execution. For example, recyclables, reusables, etc.

☐ Accumulation of the excavated materials shall be based upon the site conditions. Safe storage, selling, diverting for recycling, marketing of excavated fractions be the responsibility of the bidder.

☐ The Service Provider can engage informal sector for segregation and further selling of the recovered waste to the agents/ aggregators/ recyclables as appropriate.

☐ The rubble or stones bigger in size (size bigger than 250 mm) shall not be carried for processing; it shall be stacked separately at dumping site. These shall be disposed of at a designated site identified by the Authority.

v. Payment for fleet management: The Bidder shall be responsible for the

payment to fleet management to dispose of the material recovered from the old, dumped waste.

- vi. Disposal of other waste types: Other wastes like Hazardous Waste, E-Waste; Bio-medical Waste and Construction & Demolition Waste shall be managed by the Bidder as per the guidelines under the relevant rules & regulations as amended from time to time.

- ☐ To cut and shift waste wherever required within identified area as per site planning submitted by the operator and approved by the Authority to ensure stability of the site and the surroundings considering the site situation.
- ☐ To compact waste in the entire area as specified under the CPHEEO Manual and SWM Rules, 2016 or amendments thereof.

#### **4. Monitoring of the legacy waste management process:**

- a) **Weighing of the waste managed by the Service Provider:** The Service Provider shall weigh the dry waste to be processed and the segregated by-products at the following stages during the process:

- i. Dry/ stabilized legacy waste entering the processing facility, excluding stones/ boulders/ other material 250mm and above.
- ii. Weight of the by-products as an output of the processing facility; and
- iii. Weight of the by-products being transported for disposal.

- b) Operation and Maintenance of a existing weighbridge of authority at all stages.

- i. This weighing system shall be fully online electronic, tamperproof, automatic system equipped with the latest technology along with backup server facility. Data of the weighing system shall be maintained properly for the entire contract period with backup server facility and shall be provided as & when required by the ULB.
- ii. It shall be operated in CCTV surveillance with data storage for the entire contract period. For CCTV surveillance High-Definition IP based cameras in adequate numbers (as directed by ULB) shall be provided by the Bidder.
- iii. The bidder shall install the CCTV at all the required locations to be identified by the Authority so as to have the surveillance or to be monitored each and every process of the plant.
- iv. CCTV Recordings of operation of weighing system shall be provided as and when required by ULB officials and competent authorities.
- v. Any malfunctioning in the operation of the weighing system shall be the responsibility of the Bidder.

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- vi. In case of any malfunction/technical problem in the functioning of the weighing system, the same shall be rectified by the Bidder within a period of 24 hrs. During this period of failure, weighing of dumped waste shall not be allowed.
- c) Adherence to Health and Safety Standards: The Bidder shall adhere to Health and Safety norms as per the industrial standards in the work area and the site premises.
- d) Environmental, Health, and Safety Measures:
- i. Create all facilities and make arrangements for controlling the emission, pollution and contamination of the environment including but not limited to control of dust, odour, air quality, water quality and noise pollution.
  - ii. The Service Provider shall, at all times, ensure that all aspects of the Project Facilities and processes Authority in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as MSWRules, policies and guidelines related thereto.
  - iii. The Service Provider shall be responsible for the setting up of project facilities including its operation and maintenance as per the applicable laws, regulations; guidelines etc. and ensure that there is no damage to the environment due the development and operation of the facilities.
  - iv. The Service Provider shall be liable to meet any expenses / compensation to be paid due to pollution / environmental damage or remediation caused by such activities.

**e) Routine Maintenance Standards:**

In order to ensure smooth and uninterrupted operations, routine maintenance of the facilities shall include, but not be limited to:

- i. Prompt repairs of the storage and waste drying places, electrical items, drains, vehicular passages, sieving machineries, lighting, and fencing
- ii. Replacement of equipment/consumables, horticultural maintenance and repairs to equipment, structures and other civil works which are part of the waste processing facility.
- iii. Maintain stock spare parts for the machinery.
- iv. Keeping the waste processing facility in a clean, tidy, and orderly condition and taking all practical measures to prevent damage to the facility or any other property on or near the site.
- v. Undertaking maintenance works in accordance with the O&M Plan and

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- Operations Protocol.
- vi. Preventing, with the assistance of law enforcement agencies, where necessary, any unauthorized entry to and exit from and any encroachments including any encroachments on the site.
  - vii. All the vehicles to be used by the Service Provider in and outside the plant shall strictly follow the latest emission standard.
  - viii. The site shall be made available for inspection at any time as and when felt necessary by the Authorities.
  - ix. Suitable firefighting arrangement shall be made as per prevailing norms and standards laid down by the Govt. for processed Waste.
  - x. There shall be a monitoring system at the entry, exit and weigh bridge from ULB/Corporation end. The monitoring system may be manual/mechanized round the clock.

**f) Quality Control**

- i. Identifying defects: Authority shall check the Service Provider's work and notify the Service Provider of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.
- ii. Rectifying defects Authority may instruct the Service Provider to search for a Defect and to uncover and test any work that the Authority considers may have a Defect.
- iii. Uncorrected defects: If the Service Provider has not corrected a Defect within the time specified by Authority, appropriate penalty has to be paid by the Service Provider.

**g) Emergency Response Plan**

- i. The Service Provider shall develop the Emergency Response Plan "ERP". This shall be a part of the Operations Protocol developed by the Service Provider. The ERP shall set out steps to be taken and measures to be adopted by the Service Provider in responding to dealing with Emergency including those situations related to personal injuries or fatalities, property damage and force majeure as follows.
- ii. In the event of an Emergency, the Service Provider shall immediately carry out an inspection of the area affected by the Emergency. Where Emergency has necessitated closure of the Waste processing facility or part thereof, the Service Provider shall promptly carry out any repair works necessary to restore the waste processing facilities to safe condition and in any event shall carry out such works before the affected area of the project facilities is re-opened to for normal operations.
- iii. The Service Provider shall ensure that sufficient staff, plant, equipment, and materials, including without limitation medical assistance, are available to respond to Emergency within reasonable period at all times during the Operations Period.

ppendix B - Schedule of Payments

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## **Payment Schedule:**

Payment Mechanism for Bio-mining of *[Insert the quantity of waste]* Lacs Tons Legacy waste and suitable disposal of excavated material.

The payment shall be made on per Ton basis after the stabilization of the excavated waste

Payment disbursement/milestones for delivering the Services will be as per following mechanism:

Payment calculation for Work (P) (in INR) = (Weight x Approved Rate per MT) Where,

Weight = Arithmetic sum of weight of all material in tons, moving out from the dumpsite or bio- capped on-site (i.e., SCF/ RDF, Good Earth, Recyclables, C&D waste, Inert/ C&D Materials, etc.)

R = Rate per ton, as quoted by the Service Provider

The Service Provider shall submit to the Authority a statement ("the Running Bill") on completion of every month. The statement should include the following details:

- i. Quantity of Work Completed (in terms of material sent out from the dumpsite) at site including photographic evidence of the same.
- ii. Certificate from the Engineer-in-Charge certifying the work done and milestone achieved, as per the detailed plan of action/ work plan.
- iii. The documents furnishing the proof of disposal/ utilization (with date, quantity, other details) at the suitable location for the end product (Inert/ C&D Material, SCF/ RDF, others if any). Utilization certificate of disposed material must be furnished.

## **Appendix C - Obligation of Parties**

### **1. Obligation of Service Provider:**

- i. The Service Provider shall ensure that all the aspects of project and process employed, for executing the scope of the Services thereof, shall conform with the specification and directions given in existing laws pertaining to dumpsite management, such as SWM rules 2016, guidelines from regulatory agencies like CPCB, DPCC, etc. and suggestions from NGT.
- ii. The Service Provider shall provide a detailed plan of action for carrying out the entire project work, considering the scope and timelines mentioned in the Tender. The Service Provider shall also make necessary modifications/changes in the detailed plan of action/ work plan, based on the site conditions, or as recommended by Authority and finalize it as per the approval by the Authority, prior to the signing of Contract. The Service



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Provider shall ensure that each milestone should be achieved within the proposed timelines.

- iii. Prior to the start of project operations, the Service Provider shall be responsible for obtaining all the applicable statutory clearances, permission, licenses, consents, and authorizations necessary for the Project at their own cost. The Authority shall provide assistance, wherever required.
- iv. Site preparation, mobilization, manpower deployment, installation of machinery, etc. and construction/creation of other allied facilities shall be completed within 2 months from the signing of the Contract Agreement. After these 2 (Two) months, the reclamation of the sites shall be done within 6 working months.
- v. The Service Provider shall conduct its own due diligence for site investigation, analyzing the characteristics, composition, and quantum of the waste at the Project site or any other study required for the execution of the work, before taking due approval of the Authority.
- vi. All the cost related to these operations, including electrical consumption and other utility charges, and required field arrangements, manpower deployment shall have to bear by the Service Provider only.
- vii. Creation and maintenance of infrastructure, facilities and amenities for waste excavated, storage and disposal, shall be at Service Provider's risk and cost. Providing security arrangements for the plan project site, machinery, equipment etc.
- viii. Construction of office room facilities for the Project, arrangement for water supply and powersupply at the site. The authorities may assist in providing a single point connection for electricityrequirements. However, the Service Provider shall pay the cost of usage as per actuals based onappropriate meter readings from the meters installed.
- ix. It is the sole responsibility of the Service Provider to dispose of the rejects, Inert/ C&D Material, etc. generated during the process. By products from such processing viz. recyclables, Good Earth, SCF/ RDF, etc. and related revenues (if any) shall be the property of the Service Provider.
- x. The Service Provider shall not be permitted to use the municipal land at any point of time of contract to mortgage (or) to be used as a security for mobilizing finance for this purpose (or) any other purpose. Service Provider can use the land for the purpose of this project only till contract period or termination of contract.
- xi. The Service Provider shall abide with the provision of Minimum Wages Act/Workman Compensation Act and such other statutory obligations notified by the concerned Govt. departments, from time to time. It should be specifically noted that the Service Provider shall have to get them registered with the relevant authorities as required under various labor laws and submit undertaking of compliance along with the first payment bill failing which the payment bill shall not be processed.
- xii. The Service Provider shall strictly comply with all the statutory requirements notified by the concerned Govt. departments from time to time and indemnify the Authority against any claim(s), whatsoever arising there from and the tenderer shall be solely responsible for consequences thereof. The Service Provider are requested to take cognizance of Child Labor Act and take precaution not to deploy child Labor. If Child Labor is found to be deployed on the work, necessary action as deemed fit will be taken.

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- xiii. Submission of progress report to Authority on fortnightly, monthly, and quarterly basis. The monthly and quarterly reports shall be submitted within 7 (seven) days of the subsequent month and quarter respectively.
- xiv. After completion of the contract period (extended period as the case may be), within 2 months, the Service Provider has to remove any plant, machinery, equipment from the site.

## **2. Obligation of Authority:**

- i. Authority shall handover the dump site area to the Service Provider, as per the earmarked land parcel jointly approved by the Authority and the Service Provider, to set up machinery and take activities for processing and segregation of excavated material.
- ii. Authority would hand over possession of the site/s to the Service Provider, irrespective of the title of the land to enable him to carry out activities required for executing the services.

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## Section VIII - Contract Forms

### Table of Forms

#### A. Letter of Acceptance

*[letterhead paper of the*

*Authority][date]*

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Service Providers is hereby accepted by our Agency.

You are informed to furnish the Performance Security within 15 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Forms included in Section VIII, - Contract Forms, of the bidding document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

## B. Contract Agreement

*[letterhead paper of the  
Authority]*

i.

This AGREEMENT is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Authority]* (hereinafter called the "Authority") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

### WHEREAS

- (a) the Authority has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Authority that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of... ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Letter of Bid;
- (c) the Conditions of Contract;
- (d) The following Appendices:
  - (e) Appendix : Scope of work for Legacy Waste Remediation Services
  - Appendix : Schedule of Payments
  - Appendix : Obligation of Parties

2. The mutual rights and obligations of the Authority and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Authority shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of on the day, month and year indicated above.

**For and on behalf of the Authority:**

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]* \_\_\_\_\_

**For and on behalf of the Service Provider:**

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

### C. Issue of Notice to proceed with the Services.

(Letterhead of the Authority)

\_\_\_\_\_(date)To

\_\_\_\_\_(name and address of the Service Provider)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in RELEVANT ITB clause insurance policy as per GCC methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of \_\_\_\_\_ at a Bid Price of Rs. \_\_\_\_\_, you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

(Signature, name, and title of  
signatory authorized to sign on  
behalf of Authority)

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## **D. SPECIAL CONDITIONS**

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### **A.GENERAL**

#### **1. Notice Inviting Bids**

- 1.1 The commissioner, Municipal Corporation, Rajkot invites sealed bids from competent bidders for Processing of Fresh waste (Mix) as per MSW Rules 2016.

#### **2. Objective**

- 2.1 To comply with the Municipal Solid Waste (management and Handling) Rules 2016.
- 2.2 To improve the existing standards of public health and environmental quality by establishing efficient Solid waste Management.

#### **3. Scope of Work**

1. To provide appropriate technology for processing of Legacy waste with least rejection Waste as suitable to the waste characteristic.
2. To set up necessary infrastructure including plant, DG set and machinery with other necessary utilities with CC TV network for supervision at weighbridge and processing unit. Machinery like trommel machine of required capacity, conveyor belt system containing hopper, feeding machineries like JCB, Hitachi and waste transfer vehicle like tractor/dumper, Stone Picker Machine etc shall be deployed in enough quantity. Work Agency shall also install necessary weighing software inclusive of computer-printer system at RMC weighbridge at Nakarawadi Land fill site. The work agency shall also depute computer operator at weighbridge room of RMC at Nakarawadi Land fill site. The work agency shall submit assurance regarding machineries and vehicles to be deputed on site. The work should not suffer due to lack of necessary machineries or spare parts of machineries and vehicles.
3. To obtain necessary clearances/permissions from statute authorities.
4. To ensure that the technology suggested/offered follows all applicable standards as per prevalent Indian Laws. The technology should also be suitable to adopt/ upgrade any changes made in the laws/ policies from time to time.
5. To operate and maintain the processing for the entire concession period as per agreed terms and conditions.
6. The technical offer shall well include the technical details so as to derive the suitability and sustainability of the same. The technical details shall also include the final percentage (%) rejects to the total incoming waste at the end of processing cycle and dispose the inert in landfill site of RMC. The rights of by products such as compost and RDF will be of successful bidder. Bidder must write time frame for processing of all waste quantity.
7. The bidder is advised to visit and examine the work area for getting necessary information and familiarize with local conditions and responsibilities of bidder for the work for preparing bid and entering into a contract. The Bidder should carry out the waste characterization study of legacy waste of Rajkot city before submission of offer.
8. If any agency wants to continue work in night shift, A Vehicle shall be provided for site work supervision and to pickup drop the RMC Staff of Site from City Area

#### **4. The key details of the project may broadly be summarized as under:**

- 1) Type of Waste: Legacy Municipal Solid Waste at Nakarawadi Landfill Site.
- 2) Characteristic of Waste: Legacy Waste (Old Dump)

- 3) Legacy Waste Quantity Processed under e-tender: 6,50,000 MT. With mutual understanding quantity more than 6,50,000 MT may be executed. In this case necessary time limit may be issued.
- 4) Site Location: Nakarawadi Survey no. 222/p., Approximately 20 kms. From Rajkot.
- 5) Land Provision: Necessary Land shall be provided by Rajkot Municipal Corporation at the above mentioned location in Second 100 Acre Land
- 6) Approach: Motorable access road up to the plant site.
- 7) Technology: As Suitable for Processing of Legacy Waste (Old Dump).
- 8) Electricity connection will not be provided by RMC. Work-Agency shall arrange for power supply through DG set or such other means. No other time limit will be given for setup of power supply
- 9) Payment for Necessary weighing software inclusive of computer-printer system and deputation-salary payment of computer operator at weighbridge room of RMC at Nakarawadi Land fill site is under bidder scope.
- 10) RDF and Compost Disposal as per MSW Rules-2016 is under Work Agency's Responsibility. Contactor shall maintain record of RDF and Compost Disposal.
- 11) If RDF and Compost is not disposed regularly as per MSW Rules-2016, 25% Bill amount will be withhold from RA Bill as Deposit. If pendency of such disposal continues for 5 Month, this deposit will be forfeited.
- 12) Inert can be disposed at Sanitary Landfill cell situated at Nakarawadi and the same is under Work Agency's Responsibility.
- 13) Diesel/Petrol etc. whatever fuel or Battery etc. whichever are required for any Machinery, DG Set, Vehicle are to be arranged by Work Agency at his own Cost and Responsibility.
- 14) To preserve RDF against fire of spreading here and there shall be under Work Agency's responsibility.
- 15) Work Agency shall arrange to extinguish the fire and shall arrange 10,000 Ltr Water Tank at Site
- 16) Work Agency shall provide 2 Leachate Tank containing following technical parameters

HDPE Leachate Storage Tank	10,000 Ltr capacity of Sintex Brand or any other brand having ISI mark. Leachate Storage Tank shall be put underground to receive leachate from Tipping Floor Leachate Channel.
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No separate payment for supply of Leachate Tank and arrangement/erection/installation and Channel or Pipe network to get flowed the leachate.

##### 5. **Contract Period:**

The Contract Period for the said work shall be 06 months. However it can be extended for further 6 Months by mutual consent.

Rajkot Municipal Corporation may ask for additional/escalated waste beyond the committed waste quantity handling during the contract period. However, this shall be exercised only on mutual agreement.



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## 6. Eligible Bidders

This invitation to bid is open to all bidders who satisfy the qualification criteria as per the tender document.

## 7. Issue of Bid Document

7.1 Tender document is uploaded in RMC website [www.rmc.gov.in](http://www.rmc.gov.in) and <https://rmc.npocure.com>. Interested bidders can view detailed notice and download tender documents from above-mentioned website. Interested bidders shall quote the tender for the above mentioned subject at <https://rmc.npocure.com>.

7.2 The bidder shall submit tender fee of Rs.23,500/- The amount shall be payable in form of Demand Draft from any Nationalized or Scheduled Bank in favor of Rajkot Municipal Corporation payable at Rajkot.

7.3 The bid document is not transferable. Only the Bidder, Who has purchased the bid document, shall be entitled to participate in the bidding process.

## 8. Conflict of Interest

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

## 9. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his bid and RMC will in no case be responsible or liable for those costs.

## 10. Site Visit

10.1 The Bidder is advised to visit and examine the work area under Municipal Limits of RMC and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract.

10.2 The Bidders must familiarize themselves with local conditions and to take them into account in preparing their proposals.

## 11. Contents of Bidding Documents

11.1 Any addenda/Corrigendum issued by RMC shall be the part of bid document.

11.2 The Bidder is expected to examine carefully the contents of the bidding documents. Failure to comply with the requirements of bid submission will be at the Bidders own risk.

## 12. Amendment of Bidding Document

12.1 At any time prior to 48 hours to the deadline for submission of bids, the RMC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the bidding documents by issuing addenda.

12.2 Any addendum/Corrigendum thus issued shall be part of bidding documents pursuant to sub -clause 9.1, and it will be uploaded on website [www.rmc.gov.in](http://www.rmc.gov.in) and <https://rmc.npocure.com> will be binding to all bidders.

12.3 To afford prospective bidders reasonable time in which to take the addendum into account in preparing their bids, the RMC may, at its discretion, extend the deadline for the submission of bids.

## **PREPARATION OF BIDS**

### **13. Language of Bid and Correspondence**

The bid, and all correspondence and documents, relating to the bid, exchanged between the bidder and the RMC, shall be written in the Gujarati language only. 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.

### **14. Bid Form and Price schedules**

The Bidder shall quote the Rates in **Schedule** furnished in the bidding document.

### **15. Bid Prices**

**15.1** The Bidders are expected to work out their own rates, considering different aspects of scope of work. This includes all requirements under the Bidders responsibilities for performing different tasks and, what so required by the bidding documents, the acquisition of all permits approvals and licenses etc., operation and maintenance as per scope of work specified in the bidding documents, all accordance with the conditions of the contract.

**15.2** All duties, taxes and other levies payable by the bidder under the Contract shall be included in the rates to be quoted in **"Schedule B"**.

### **16. Bid Validity**

**16.1** Bids shall remain valid for a period of 180 days after the date of bid opening.

**16.2** In exceptional circumstances, prior to expiry of the original bid validity period, the RMC may extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A Bidder agreeing to the request will not be required or permitted to modify his bid.

### **17. EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT**

**17.1** A Bidder is required to deposit, along with its Bid, a bid security (EMD) of Rs.23,66,000/- refundable not later than 180 days from the bid due date except in the case of the preferred Bidder. The Bidders will have to pay Bid security in form of Bank Guarantee from of any nationalized or Schedule bank. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

**17.2** The Earnest Money Deposit (EMD) shall be in the form of a Account payee Demand draft from a nationalized/Schedule bank in favour of the Commissioner, Rajkot Municipal Corporation at Rajkot.

**17.3** 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.

### **18. Forfeiture of EMD**

**18.1** The Bidder shall not revoke his bid or vary its terms and conditions without the consent of the Rajkot Municipal Corporation during the validity period of bid. If the bidder revokes the bid this conditions, the EMD 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 RMC for execution of any work during the next 2 years effective from the date of such revocation.

**18.2** If the successful bidder does not pay the security Deposit in the prescribed time limit or fails to sign the Contract agreement his EMD will be forfeited by the RMC.

### **19. Refund of Earnest money Deposit**

**19.1** Earnest Money Deposit of unsuccessful bidders shall be refunded after the successful Bidder furnished security deposit to the Rajkot Municipal Corporation and signs the contract Agreement.

### **20. Forfeiture of Security Deposit against Work**

**20.1** The Bid security may be forfeited, if the bidder does not accept the bid, as prescribed in this bid document.

**20.2** 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, Rajkot shall without prejudice to its~~  
other rights and remedies here under or at the applicable law, be entitled to call in, retain and appropriate the security Deposit.

**21. Alternative Proposals of Bidder**

Bidders shall submit offer which comply with the documents, including the RMC Requirements as indicated in the bidding documents. Alternative bid and conditional bid will not be considered and bid is liable to be rejected in such cases.

**22. Signing of Bid**

**22.1** The bid shall contain no alternations, omissions or additions, except those to comply with instruction issued by the RMC, 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.

**22.2** All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing.

**23. Bid Evaluation Process:**

The bids shall be evaluated for two stages:

- 1) Technical Bid
- 2) Financial Bid

Financial Bid of only those bidders shall be opened online whose technical Bid as per technical Qualification criteria as mention in Tender document.

**24. Late Bids**

Any bid received by the RMC after the prescribed deadline for submission of bids will be rejected and returned unopened to the bidder.

**25. AWARD OF CONTRACT**

The RMC will final the rate of the technically qualified bidder who has offered the Lowest Bid Price.

**26. RMC's Right to accept any Bid and to reject any or all Bids.**

The RMC 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 RMC's action.

**27. Signing of Contract Agreement**

**27.1** The RMC shall notify the successful bidder that his bid has been accepted, the RMC will send the bidder the Form of Contract Agreement.

**27.2** Within 30 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 RMC. One copy of signed agreement will be provided to the successful contractor and original will be retained by the RMC.

**28. Rejection of Bids**

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 RMC in the Bid documents.

**29. Important Points to be noted by the Bidder.**

- 29.1 This contract is under solid waste management services to be provided by the contractor to Rajkot Municipal Corporation. The rates to be quoted in "Schedule B" shall be inclusive of all taxes. GST if applicable shall be paid extra as actual. 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.
- 29.2 Any change that will be made in the bid document by the Municipal Corporation, Rajkot 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.
- 29.3 **The financial offer should be submitted online only.** Otherwise the bid shall be rejected.
- 29.4 The Bidder shall be deemed to have studied the scope of works/service, specifications, terms and conditions. The Bidders 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.

**30 Stamp Duty, legal and Statutory Charges.**

It shall be incumbent on the successful Bidder to pay stamp duty for the contract Agreement, as applicable on the date of the execution.

**31. Rights of the Corporation**

Rajkot Municipal Corporation reserves the right to suitably increase/reduce the scope of work included in this bid document.

**32. Bidder's Scope**

1. To provide appropriate technology for processing Legacy Municipal Solid Waste with least rejection Waste as suitable to the waste characteristic.
2. To set up necessary infrastructure including plant and machinery and 50 tones capacity Weighbridge also other necessary utilities with CC TV network for supervision at weighbridge and processing unit.
3. To obtain necessary clearances/permissions from statute authorities.
4. To operate and maintain the processing for the entire concession period as per agreed terms and conditions.
6. The technical offer shall well include the technical details so as to derive the suitability and sustainability of the same. The technical details shall also include the final percentage (%) rejects to the total incoming waste at the end of processing cycle and dispose the inert in landfill site of RMC. The rights of by products such as compost and RDF will be of successful bidder.
7. The bidder is advised to visit and examine the work area for necessary information and familiarize with local conditions and responsibilities of bidder for the work for preparing bid and entering into a contract. The Bidder should carry out the waste characterization study of legacy waste of Rajkot city before submission of offer.

**33. RMC'S Scope:**

- 1) RMC shall provide necessary open land at the above mention location at Nakarawadi Survey No. 222/p Second 100 Acre Land for processing of Legacy Waste.
- 2) RMC shall if required, provide with introduction letter/recommendation letter so as to obtain any licenses, approvals, permissions, grant, subsidy etc. However, RMC doesn't own any responsibility towards the same.

Rajkot Municipal Corporation's role/obligation however shall be indicative and shall bear no responsibility towards the outcome of the offer.

**34. Payment term**

The payment shall be done by bank account mechanism on monthly basis;

- ~~Bill of Processing of Leagey Waste MSW (Old Dump) shall be released within 30 days in normal condition of submission of acceptable bill as per amount of work done.~~
- IT Deductions, Penalties if any shall be deducted from RA or Final Bill.
- GST if applicable shall be paid extra.

### 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 work obligations under the contract, shall be deemed as serious default, and is said to have occurred due to any of the following causes :
  - The Contractor
    - (i) Has repudiated the contract, of
    - (ii) Without reasonable excuse has failed to commence operations in accordance with this contract and of 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 Operation 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 contract 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 practice in competing for of in carrying out the operations under the contract;
    - (vii) The contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of the corporation;
    - (viii) The contractor is unable to maintain the composition an structure of his organization due to any of the following causes:

### 36. **Force Majeure Event**

Any of the following events which are 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, lighting, thunder of 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 of public unrest not arising on account of acts of the contractor.
- (f) Action of governments agencies having material adverse effect, including but not limited to
  - (1) Acts of expropriation compulsory acquisition or take over by any Government agency of the landfill site facilities or any part thereof
  - (2) Any judgment or order of a court of competent jurisdiction of statutory authority in India made against the contractor in any proceeding, which is non-collusive and duly prosecuted.
  - (3) Any unlawful, unauthorized or without jurisdiction refusal to issue of to renew or revocation of any applicable permits, in each case for reason other than the contractor's breach or failure in complying with the SWM rules 2016, 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.
  - (4) Early termination of this agreement by RMC 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, ionizing radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions.
- (h) Strikes, works 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 performing the project/work as stipulated in the tender.

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 of 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.

Neither RMC 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.

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 RMC's Representative,

~~and shall endeavor to continue to perform his obligations as for as reasonably practicable, but~~  
shall not effect such proposals, without the consent of RMC's Representative.

Upon occurrence of any event considered by RMC to constitute force majeure, and which may affect performance of RMC's obligations, he shall promptly notify the contractor and the contractor's representative, and shall endeavor to continue to perform his obligations as far as reasonably practicable. RMC shall also notify the contractor of any proposals with the objectives of completing the works and mitigating any increased costs to RMC and the Contractor.

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### SITE VISIT CERTIFICATE

I/we \_\_\_\_\_,  
Authorized representative of M/s \_\_\_\_\_ have  
visited the site of the Municipal Solid Waste processing

We have inspected and evaluated the existing site with reference to its location, topography, soil conditions, sub soil water table, cutting-filling/leveling , removing debris and demolition of existing structure, shifting of services, fire and smoke condition of site, if any etc. Any modifications in the proposed ground level of the land, if required, shall be carried out by us and the subsequent cost shall be borne by us.

We have also visited the existing processing plant at Site and also inspected existing road structure, accessibility, etc. at the Site. We have submitted this offer after satisfying ourselves about the local conditions, local costs, Maintenance Cost etc.

Sign of the applicant

\_\_\_\_\_



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## **Technical**

### **General information about the Tenderer (To be filled by the tenderer)**

1	Name of the Tenderer	
2	Postal Address	
3	Telephone/Fax no	
4	E-mail address & URL	
5	Name and designation and contact no. of the representative of the tenderer to whom all reference shall be made to expedite technical co-ordination	

### **Check List**

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

<b>Sr. No.</b>	<b>Description</b>	<b>Upload and submit hard copy</b>
1	Earnest Money	
2	Tender document duly signed & sealed on every page, as a confirmation of acceptance of the terms & conditions of the tender	
3	Details of infrastructure facilities available for executing such jobs	
4	Details of Applicant as per format given in tender document	
5	Work orders and certificate as per requirement of tender document	
6	Financial capability of all the Applicant as per Format given in tender document	
7	Annual accounts viz. profit & loss account, Audited balance sheet of last three years showing net worth and turnover of company	
8	IT returns for past three years duly certified by the Chartered Accountant	



RAJKOT MUNICIPAL CORPORATION  
ACCOUNTS DEPARTMENT  
Room No. 4, 2<sup>nd</sup> Floor, Dr. Ambedkar Bhavan,  
Debar Road, Rajkot - 360001

## PARTY/VENDOR REGISTRATION FORM

VENDOR CODE	:	
Party Name	:	
Authorized Person	:	
PAN Card No.	:	
GST No.	:	
EPF No	:	
ESIC No.	:	
Address	:	
City	:	
Phone No.	:	
Mobile No.	:	
E-Mail ID	:	
Website	:	
Area Of Work	:	
Bank Details (attach copy of cancelled cheque)		
Bank Name	:	
Branch Name	:	
MICR Code	:	IFSC Code :
Account Type	:	
Account No.	:	

- (1) Any vendor while filling a tender shall quote registration details; if he is not registered he will give fresh details along with tender.
- (2) Accounts branch will designate a person who will keep the forms and also authorize new registrations or edit existing registrations.

TO,  
CHIF ACCOUNTANT,  
ACCOUNT DEPARTMENT,  
RAJKOT MUNICIPAL CORPORATION

THE ABOVE MENTIONED DETAILS FOR VENDOR REGISTRATION HAS BEEN VERIFIED BY US & FOUND CORRECT. KINDLY REGISTER ABOVE VENDOR.

SIGN  
NAME  
DESIGNATION  
DEPARTMENT NAME

R.M.C./C/ ૬૩૨

કમિશનર વિભાગ,  
રાજકોટ મહાનગર સેવાસદન  
તા. ૧૦/૬/૨૦૧૩

**હુકમ :-**

**વિષય:-** ઈ-ટેન્ડર / ઓપન ટેન્ડર પદ્ધતિથી મંગાવવામાં આવતી તમામ પ્રકારની ઓફરો સાથે બિનઅધિકૃત રજુ થતાં ડોક્યુમેન્ટસ સામે કડક કાર્યવાહી હાથ ધરવા બાબત.

**સંદર્ભ :-** આ અગાઉનાં પરીપત્ર નં. આર.એમ.સી./સી./૩૨૯, તા.૨૨/૧૨/૨૦૧૨.

રાજકોટ મહાનગર સેવાસદનના નવા જોનાનાં તમામ વોર્ડમાં શહેરનાં વિકાસ તથા જાળવણી માટે વિવિધ કામગીરી કરાવવા ઈ-ટેન્ડર / ઓપન ટેન્ડર પદ્ધતિથી અલગ-અલગ એજન્સીઓ પાસેથી સ્પર્ધાત્મક ધોરણે અખબારી પ્રસિધ્ધિથી ભાવો દુ બીડ સીસ્ટમ (૧) ટેકનીકલ બીડ (૨) પ્રાઈઝ બીડ થી મંગાવવામાં આવે છે.

સંદર્ભના પ્રસિધ્ધ કરેલ પરીપત્ર મુજબ તમામ ઈ-ટેન્ડર / ઓપન ટેન્ડરથી મંગાવવામાં આવતાં ભાવો સાથે ભાવ ભરનાર એજન્સીઓ / બીડરો દ્વારા ટેન્ડર બીડ માટે રજુ કરવાનાં થતાં તમામ ડોક્યુમેન્ટસ ફરજિયાતપણે ખરી નકલમાં અથવા સેલ્ફ એટેસ્ટેડ રજુ કરવા આદેશ કરવામાં આવેલ છે. જે સંબંધે નીચે મુજબનાં હુકમની અમલવારી તાત્કાલીક અસરથી કરવા આદેશ કરવામાં આવે છે.

(૧) તમામ ટેન્ડરકામોના ટેકનીકલ બીડ ઓપન કરતી વખતે જે ટેન્ડર બીડ ભરનાર એજન્સીઓ દ્વારા તમામ ડોક્યુમેન્ટસ કે તે પૈકી કોઈપણ એક ડોક્યુમેન્ટસ ખરી નકલમાં અથવા સેલ્ફ એટેસ્ટેડ રજુ કરેલ ન હોય તો રજુ થયેલ ટેકનીકલ બીડ ઓપન કરવાની કાર્યવાહી દરમ્યાન ટેકનીકલ બીડ ઓપન કરનાર સંબંધિત અધિકારીશ્રી / કર્મચારીશ્રીએ Disqualify પ્રકારનો રબર સ્ટેમ્પ બિનઅધિકૃત રજુ થયેલ ટેન્ડરનાં તમામ પાને લગાવી ટેકનીકલ બીડમાં ટેન્ડર Disqualify ફરજિયાતપણે કરવાનું રહેશે.

જે ટેન્ડર ખરી નકલ કે સેલ્ફ એટેસ્ટેડ સાથે રજુ થયેલ નથી, તેવું ટેકનીકલ બીડમાં ધ્યાને આવ્યેથી રજુ થયેલ ટેન્ડરને Disqualify ન કરી, તે બીડરનું જો પ્રાઈઝ બીડ ખોલવામાં આવશે તો આવા પ્રાઈઝ બીડ ખોલનાર તમામ સંબંધિત અધિકારીશ્રી / કર્મચારીશ્રી સામે સખત શિક્ષાત્મક પગલાં લેવાની ફરજ પડશે.

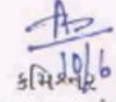
(૨) તમામ ટેન્ડરોનાં કિસ્સાઓમાં સંબંધિત ખરી નકલમાં રજુ થયેલ તમામ ડોક્યુમેન્ટસની મુજબ (ઓરીજીનલ) નકલ મંગાવી તેની ખરી નકલની ચકાસણી ફરજિયાતપણે સંબંધિત ડી.ઈ.ઈ.શ્રી તથા મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. જે મુજબ નકલ સાથે વેરીફાઇ કર્યાની સહી ફરજિયાતપણે દરેક ખરી નકલમાં સંબંધિત ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રીએ કરવાની રહેશે. તે પહેલાં તે ટેન્ડરની પ્રાઈઝ બીડ ઓપન કરી શકાશે નહીં, જેમાં ફરજિયાત થયેથી સંબંધિત જવાબદાર ડી.ઈ.ઈ.શ્રી / મ.ઈ.શ્રી / અ.મ.ઈ.શ્રી ની સામે કડક ખાતાકીય પગલાં લેવાની ફરજ પડશે.

(૩) ક્રમ નં. (૧) તથા (૨) મુજબની ચકાસણી કરવા છતાં જે કિસ્સામાં ટેકનીકલ બીડ ઓપન કરતાં બીડર દ્વારા કોઈપણ પ્રકારનાં ફોડ ડોક્યુમેન્ટસ રજુ કરી કામ મેળવવા માટે પ્રયાસ કર્યાનું સાબિત થશે, તેવા કિસ્સામાં બીડર / એજન્સીને બ્લેકલીસ્ટ કરી, આવા બીડર સામે ફરજિયાતપણે ફોજદારી કાર્યવાહી સંબંધિત શાખાના વડા તથા વીજલન્સ અધિકારીશ્રી (પ્રોટેક્શન) દ્વારા જોઈન્ટલી દિન-૭ માં કરવા આદેશ કરવામાં આવે છે. જેની લેખિતમાં

જાણ તાત્કાલીક અંગે કરવાની રહેશે. જેમાં ચૂક થયેથી સંબંધીત તમામ અધિકારીશ્રી / કર્મચારીશ્રી સામે કડક પગલાં લેવા ફરજ પડશે.

- (૪) સંદર્ભનો પરીપત્ર તથા આ હુકમ તમામ પ્રકારનાં ટેકનીકલ કામના દરેક ટેન્ડર પ્રસિધ્ધ કરતી વખતે ટેન્ડરનો લિસ્ટનો જણી ટેન્ડરના ભાગ તરીકે પ્રસિધ્ધ કરવાનું ફરજિયાત રહેશે, તથા બીડર દ્વારા ટેન્ડરમાં પ્રસિધ્ધ થતાં સંદર્ભનાં પરીપત્ર તથા આ હુકમનાં દરેક પાને સહી સિક્કા સાથે ભરેલ ટેન્ડરની ટેકનીકલ બીડ ફરજિયાત રજુ કરવાની રહેશે.

ઉપરોક્ત હુકમનો તાત્કાલીક અસરથી ચુસ્તપણે અમલ કરવા આદેશ કરવામાં આવે છે.

  
કમિશ્નર

રાજકોટ મહાનગર સેવાસદન

નકલ રવાના (જાણ અર્થે):-

નાયબ કમિશ્નરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-

(૧) સહાયક કમિશ્નરશ્રીઓ (તમામ)

(૨) શાખાધિકારીશ્રીઓ (તમામ)

આર.એમ.સી./સી. ૩૨૪

રાજકોટ મહાનગરપાલિકા

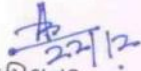
કમિશનર વિભાગ

તા.૨૨/૧૨/૨૦૧૨

### પરિપત્ર:-

ઇ-ટેન્ડર પદ્ધતિ / ઓપન ટેન્ડર પદ્ધતિથી માંગવામાં આવતી ઓફરોમાં એજન્સીઓ દ્વારા ટેકનીકલ બીડમાં રજૂ કરવામાં આવતા ડોક્યુમેન્ટ્સ જેવા કે ટર્નઓવર, અનુભવના પ્રમાણપત્રો વિગેરે ખરી નકલમાં રજૂ કરવામાં આવતા નથી. આથી હવે પછીથી એજન્સીઓ દ્વારા રજૂ થતાં ટેકનીકલ બીડમાં રજૂ કરવામાં આવતા ડોક્યુમેન્ટ્સ ખરી નકલમાં અથવા સેલ્ફ એટેસ્ટેડ હોવા જરૂરી છે તેમજ જે એજન્સીનું ટેન્ડર ટેકનીકલ બીડમાં ક્વોલીફાય થાય અને ખરી નકલ ગેઝેટેડ ઓફીસર મારફત પ્રમાણિત કરાવેલ ન હોય તેવા કેસમાં તેના ઓરીજીનલ ડોક્યુમેન્ટ્સ પ્રાઇસબીડ ખોલતા પહેલા ચકાસી અને ખરી નકલ રજૂ કરાવીને જ ખોલવાના રહેશે તથા આ બાબતનું શાખાધિકારીશ્રીઓએ ચુસ્તપણે પાલન કરાવવાનું રહેશે. આમ ન થયેથી પુરતી ચકાસણીને અભાવે જો કોઇ એજન્સીને ખોટા કે અધુરા આધારો સાથે કામ આપવાની ક્ષતિજનક બાબત જાણમાં આવ્યે તે ટેન્ડર ડોક્યુમેન્ટ્સની ચકાસણી કરનાર કર્મચારીશ્રીઓ તેમજ શાખાધિકારીશ્રીની જવાબદારી નક્કી કરવામાં આવશે, જેની સર્વે શાખાધિકારીશ્રીઓએ નોંધ લેવી.

ઉપરોક્ત બાબતનો અમલ તાત્કાલિક અસરથી કરવો.

  
કમિશનર

રાજકોટ મહાનગરપાલિકા

નકલ રવાના :- (જાણ અર્થે)

- નાયબ કમિશનરશ્રીઓ (તમામ)

નકલ જાણ તથા અમલવારી અર્થે :-

- સહાયક કમિશનરશ્રીઓ (તમામ)

- શાખાધિકારીશ્રીઓ (તમામ)



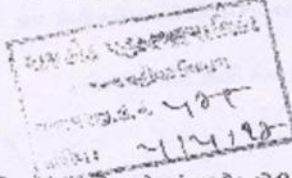
**જોજવારી કાર્યરીતી અધિનિયમ ૧૯૭૪ (૧૯૭૪ના નં.૩) ની કલમ ૧૪૪ અન્વયે ભરેલ ફુકમ**

ક્રમાંક: એસ.બી./મજુર/જાહેરનામું/૫૬૭૬/૨૦૧૪.

પોલીસ કમિશનરીની કચેરી,

રાજકોટ શહેર, રાજકોટ.

તા. ૨૬/૦૪/૨૦૧૪



રાજકોટ શહેરમાં ધરણીક ચોરીના બનાવો વધતા પાસેલ છે. ભુતકાળના રાજકોટ શહેરમાં બનેલ ધરણીક ચોરીના બનાવોની તપાસ કરતા તપાસમાં આવા ગુનો કરનાર (ધરણીકચોર) પકડાયેલ છે. ત્યારે તપાસમાં આવા ગુના વાળા આરોપીઓ ગુનાના બનાવના દિવસો અગાઉ રાજકોટ શહેરમાં નવા બંધાતા ગાંધીમાં જુદી જુદી ઓધોગીક કંપનીઓમાં, હોપોરલમાં મજુરી કામ અને ટેલીફોન કંપનીઓ ધ્વારા તથા ગેસ પાઇપ લાઇન માટે ખોદાતા ખાડાઓની મજુરી કામ મેળવી અથવા તેના બહાના ફેંકણ આવી રોકાય કરી આજુબાજુની સ્થાનિક પરીસ્થિતિનું સર્વે કરી મારીતવાર થઇ મિલકત વિરુદ્ધના ગુનોઓ આચરતા હોય છે. મજુરી કામના બહાના ફેંકણ આતંકવાદીઓ પણ આશરો મેળવી લેતા હોય છે એથી જાહેર જનતાની જાન-માલ (મિલકત)ની સલામતી તથા સુરક્ષા સારું થોડા નિયંત્રણો મુકવા જરૂરી જણાય છે.

જેથી હું પોલીસ ડા (I.P.S.), પોલીસ કમિશનર, રાજકોટ શહેર જોજવારી કાર્યરીતી અધિનિયમ (સી.આર.પી.સી.) ૧૯૭૩ (૧૯૭૪ ના નં.૩) ની કલમ ૧૪૪ અન્વયે અમોને મળેલ સત્તાનો રૂબે આથી હું ફુકમ કરું છું કે, રાજકોટ શહેરના પોલીસ કમિશનર વિસ્તારમાં લેબર કોન્ટ્રાક્ટર/મુકાદમનારોએ પોતાની પાસે જે મજુર કામે રાખેલ હોય અને મજુરી કામકાજ માટે સપ્લાય કરતા હોય તેઓએ નીચે જણાવેલ કોમ મુજબ દરેક મજુરોના પાલન-અલગ હોય ભરી ફરજિયાત પાડે સ્થાનિક પોલીસ સ્ટેશનને જાણ કરવાની રહેશે તથા મજુરી જ્યારે મજુરી કામ તથા રાજકોટ શહેર છોડી જતા રહે ત્યારે લેબર કોન્ટ્રાક્ટર/મુકાદમે તે અંગેની જાણ ન્યામ/સરનામા સકિતની વિગત સાથે સ્થાનિક પોરટે.મા કરવાની રહેશે

૧	લેબર કોન્ટ્રાક્ટર / મુકાદમ (સપ્લાયર) નું પૂરું નામ સરનામું	-
૨	મો.નં., નંબર સકિત	-
૩	મજુરનું નામ તથા ઉ.વ.	-
૪	મજુરનું જાતનું સરનામું ટેલીફોન નંબર	-
૫	મજુરનું પૂર્ણ વતનનું સરનામું ગામ, તાલુકો, જિલ્લો	-
૬	જાતની મજુરીનું સ્થળ / કંપનીનું નામ	-
૭	મજુરનું વતનનું સ્થાનિક પો.સ્ટે.નું નામ તથા ટેલીફોન નંબર	-
૮	મજુરના વતનના અંગીવાનનું નામ, સરનામું, ટેલીફોન નંબર	-
૯	મજુર અગાઉ કોઇ પોલીસ ગુનામાં પકડાયેલ હોય તો તેની વિગત	-
૧૦	કચ્છરથી ગુજારત / કોન્ટ્રાક્ટરે મજુરી કામ માટે ભરેલ છે	-
૧૧	મજુરનું બોલાવ માટેનું આલ.કી.પુર (ફોન સાથે નું)	-
૧૨	રાજકોટ શહેરમાં કઇ તારીખથી મજુરી કામ કરે છે ? અને કઇ તારીખે જવાનો છે ?	-
૧૩	રાજકોટ શહેરમાં નજીકના સંબંધી કોઇ હોયતો તેનું નામ, સરનામું	-

મજુરનો તાજેતરનો ફોટા

મજુરના અંગકાનું નિર્માણ

મુકાદમ/સપ્લાયર/કોન્ટ્રાક્ટરની સહી

નામ

આ ફુકમ તા. ૦૧/૦૫/૨૦૧૪ થી તા.૩૦/૦૬/૨૦૧૪ સુધી અમરમાં રહેશે.

આ ફુકમનો લંગ કરનાર અધિકારી વપરતોય દંડ સકિતનાની કલમ ૧૮૮ મુજબ જિલ્લાને પાત્ર થશે.

રાજકોટ પોલીસ કમિશનરી

રાજકોટ પોલીસ કમિશનરી

સરનામું ૧૨૨

સરનામું ૧૨૨

21/5/14

તમામને વ્યક્તિગત રીતે જોડીઓની બજાવણી કરવી શક્ય ન હોય આથી એકતરફી ફક્ત ૬૬ જે. જાહેર જનતાની જાણ સારું સ્થાનિક વર્તમાન પણ આજનાવાઓ અને દુરદર્શન કેન્દ્ર ખરડતે પ્રસિધ્ધી ધવારા તાજા પોલીસ સ્ટેશનના પોલીસ સબપેક્ટર, મહત્વની પોલીસ કમિશર, નવાય પોલીસ કમિશર તથા પોલીસ કમિશર કચેરીના નોટીશ લોક ઉપર ફક્તમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે તેમજ સંદેશકથી જોઈ શકાય તેવી જાહેર જગ્યાઓ ઉપર ફક્તમની નકલ ચોટાડી પ્રસિધ્ધી કરવામાં આવશે ગુજરાત પોલીસ બેઠક કલાર ૧૬૩ મુજબ પોલીસ અધિકારીઓ પણ આ ફક્તમની જાહેરાત કરવા અધિકૃત ગણાશે.

આજ તારીખે ધોરણ-૨૦૧૪ ના રીજ માસ સહી અને સિક્કો કરી આગલ છે.



(પીડન ઓ)  
પોલીસ કમિશર  
રાજકોટ શહેર, રાજકોટ

નકલ રવાના:-

- (૧) ચક્કુ સચિવશી, ગૃહ વિભાગ, ગાંધીનગર.
- (૨) પોલીસ મહાનિરીક્ષક અને મુખ્ય પોલીસ અધિકારીશ્રી, ગુ. રા. ગાંધીનગર.
- (૩) અધિક પોલીસ મુખ નિરીક્ષકશ્રી (ક્રીડા) ગુ. રા. ગાંધીનગર.
- (૪) પોલીસ કમિશરશ્રી, અમદાવાદ શહેર, વડોદરા શહેર, સુરત શહેર.
- (૫) શાસન મુજબ પોલીસ અધિકારીશ્રી, રાજકોટ કેન્દ્ર, રાજકોટ.
- (૬) જીલ્લા પોલીસ અધિકારીશ્રી, રાજકોટ કલાર, રાજકોટ.
- (૭) કલિકટરશ્રી, રાજકોટ શહેર.
- (૮) મ્યુનિસિપલ કમિશરશ્રી, રાજકોટ શહેર.
- (૯) નિયામકશ્રી, માહિતી માતૃ સેક્રેટરિયટ ખાતા હાલના જુના સચિવાલય બ્લોક નં.૭, વીજા માથે, ગુ. રા. ગાંધીનગર.
- (૧૦) જીલ્લા સરકારી તકિલશ્રી, સેશન્સ કોર્ટ, રાજકોટ.
- (૧૧) મેનેજરશ્રી, અર્બોરેટ પેરા, રાજકોટ, (મેનેજર લાગુ ન મો પ્રસિધ્ધ કરવા સારું).
- (૧૨) મહત્વની પોલીસ કમિશરશ્રી પૂર્વ/ પશ્ચિમ વિભાગ, રાજકોટ શહેર.
- (૧૩) આર.કમિશરશ્રી, (સી.એ.સી.), રાજકોટ રીફાઈન, રાજકોટ.
- (૧૪) નાયબ પોલીસ અધિકારીશ્રી/ પી. એસ.ઓ. રાજકોટ જે.એ. જઈશન પી.એ.
- (૧૫) તમામ પો.સે.ઈન્ચાર્જશ્રીઓ, રાજકોટ શહેર(નકલો ચોટાડી લાઉટ સ્પીકર વાઝન દ્વારા જાહેરાત કરાવવા સારું)
- (૧૬) તમામ સબકો તથા શાખા ઈન્ચાર્જશ્રીઓ, રાજકોટ શહેર.
- (૧૭) ઇન્ડોર ઈન્ચાર્જશ્રી, રાજકોટ શહેર (૧૦ નકલ) વર્તમાનપત્રોને આપવી.
- (૧૮) લેખર કમિશરશ્રી, ... તમામ ખાતાની સભ્યશ્રીને આવગત કરવા સારું

નકલ સચિવશી રવાના:-

- (૧) રજીસ્ટ્રારશ્રી, રાજકોટ, ગુ. રા. સીઆરસી અમદાવાદ.
- (૨) રજીસ્ટ્રારશ્રી, ડિસ્ટ્રિક્ટ એન્ડ સેશન્સ કોર્ટ, રાજકોટ.
- (૩) રજીસ્ટ્રારશ્રી, મીડિ જનુડીશલ મેજીસ્ટ્રેટ કોર્ટ, રાજકોટ.
- (૪) રજીસ્ટ્રારશ્રી, પેટીશનલ સેશન્સ જજ કોર્ટ, રાજકોટ.
- (૫) એક્ઝીક્યુટીવ મેજીસ્ટ્રેટ, રાજકોટ શહેર.
- (૬) એક્ઝીક્યુટીવ મેજીસ્ટ્રેટ, રાજકોટ તાલુકા.
- (૭) સર્વિસ માહિતી નિયામકશ્રી, રાજકોટ.

(સ્થાનિક વર્તમાનપત્રો, આજનાવાઓ તથા દુરદર્શન કેન્દ્રમાં પ્રસિધ્ધ કરવા અને વર્તમાનપત્રોની કાપડીઓ યોજાવા સારું)

જા. નં - ૧૬૧૭

પરિપત્ર :-

વિષય :- તા. ૦૧/૧૦/૨૦૧૮ થી જી.એસ.ટી. ટી.ડી.એસ. ની કપાત બાબત

સંદર્ભ :- (૧) Gol, MoF (Department of Revenue) Central Board Indirect Taxes and  
Customs Notification No. 50/2018-Central Tax

(૨) GoG, Finance Department Notification No. 50/2018-State Tax

ઉપરોક્ત વિષય અને સંદર્ભે ગુજરાત ગુડ્સ એન્ડ સર્વિસ ટેક્સ એક્ટ, ૨૦૧૭ તથા સેન્ટ્રલ ગુડ્સ એન્ડ સર્વિસ ટેક્સ એક્ટ, ૨૦૧૭ ની કલમ ૫૧ અનુસાર રૂ. ૨,૫૦,૦૦૦ થી વધુ રકમના વેરાપાત્ર ચીજવસ્તુઓ ખરીદે કે વેરાપાત્ર સેવાઓ કોન્ટ્રાક્ટથી મેળવે તો કુલ ૨% (બે ટકા) ટેક્સ ડીડક્શન એટ સોર્સ (જી.એસ.ટી. ટી.ડી.એસ) કાપવાનો થાય છે.

આમ ઉપરોક્ત બાબતો ધ્યાને લઈ વધારાની ૨% ની વધારાની નિયમો અનુસાર બિલમાંથી તા. ૦૧/૧૦/૨૦૧૮ થી જી.એસ.ટી. ટી.ડી.એસ. ની કપાત કરવાની થાય છે.

નાયબ કમિશ્નર

રાજકોટ મહાનગરપાલિકા

બિડાણ :- GST FAQ's

નકલ સવિનય જાણ અર્થે:-

(૧) માન. કમિશ્નર સાહેબશ્રી

(૨) માન. નાયબ કમિશ્નર સાહેબશ્રી, (વે.ઓન, ઈ.ઓન)

નકલ અમલવારી અર્થે:-

(૧) તમામ શાખા અધિકારીશ્રી



**FINANCIAL BID**  
**“SCHEDULE-B”**

Sr. No .	Description	Tipping Fee Rate per Metric Ton in Rs. inclusive of all taxes.
1.	Rate for processing per metric ton of Legacy Municipal Solid Waste (Old Dump), Disposal of RDF, Compost etc. and inert disposed in landfill site as per the conditions of Tender.	To be Submitted Online Only through e-tendering

Bill will be paid to bidder on monthly basis. The amount will be calculated on quantity of waste in MT weighed at Nakrawadi Site Weighbridge

Note : If G.S.T. will be applicable, it will be paid extra as actual prevailing rate.

Date:

Authorized Signature

(Name of Applicant)