

# RAJKOT MUNICIPAL CORPORATION

Tender document for:

E-Tender No.RMC/SWM/WOW Cell/2024-25/02



e-TENDER TECHNICAL BID FOR  
COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT OF 1 NO. OF CRAWLER DOZER BD-  
80 FOR 2 (TWO) YEAR AT NAKRAWADI SOLID WASTE DISPOSAL SITE OF RAJKOT MUNICIPAL  
CORPORATION (3<sup>rd</sup> attempt)

:: Milestone dates of e-Tendering::	
1. Downloading of e- Tender documents	Dt. 03-09-2024 to 18-09-2024 upto 18.00Hrs.
2. Pre-bid Queries to be submitted by e-mail at mail ID wowcell@rmc.gov.in Pre-bid Meeting in Office of the WOW Cell, Solid Waste Management, Dr. AMBEDKAR BHAVAN, CENTRAL ZONE, 3rd FLOOR, ROOM No. 3 DHEBAR ROAD, RAJKOT.,	Dt. 11-09-2024 at 11.00Hours
3. Online submission of e-Tender	upto Dt. 18-09-2024 upto 18.00Hrs.
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. 23-09-2024 upto 18.00Hrs
5. Opening of online Primary Bid (Technical Bid)	Dt. 24-09-2024 at 10.30Hrs. onwards
6. Verification of submitted documents (EMD, Tender fee, Documents required for pre-qualification and other necessary documents.)	Upto Dt. 26-09-2024 at 10.30 Hours onwards
7. Opening of online Commercial Bid (Price Bid) for technically qualified Bidders only.	Dt. 27-09-2024 at 10.30 Hrs. onwards (If possible)
8. Bid Validity	One twenty(120)calendar days

Deputy Executive Engineer  
WOW CELL  
SOLID WASTE MANAGEMENT DEPARTMENT  
RAJKOT MUNICIPAL CORPORATION  
RAJKOT (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-Tenders 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
1	COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT OF 1 NO. OF CRAWLER DOZER BD-80 FOR 2 (TWO) YEAR AT NAKRAWADI SOLID WASTE DISPOSAL SITE OF RAJKOT MUNICIPAL CORPORATION (3 <sup>rd</sup> attempt)	a) Rs.75,46,000/- b) Rs.2,26,380/- c) Rs.3000/- d) 24 Month

**:: Milestone dates of e-Tendering::**

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7. Opening of online Commercial Bid (Price Bid) for technically qualified Bidders only.	Dt. 27-09-2024 at 10.30 Hrs. onwards (If possible)
8.Bid Validity	One twenty(120)calendar days

All bidders must submit tender fee and bid security 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, ROOM No-3  
3rd FLOOR, Solid Waste Management,  
CENTRAL ZONE, Dr. AMBEDKAR BHAVAN  
RAJKOT-MUNICIPAL CORPORATION  
DHEBAR ROAD, RAJKOT.**

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

- i) **Financial Criteria:**

1. Avg. annual turnover of last seven financial years should not be less than **Rs.18,86,500/-** C.A. certificate for the same to be provided along with tender documents.
2. Should have a solvency certificate of Rs.12 lacs. Solvency certificate should not be more than one year old.

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

- (a) One work of O&M contract of SWM Vehicles like, Back-hoe-loader, Excavator, Crawler-Dozer machines of for Government or Semi-government in last Seven financial years of Rs. **22,63,800/-** **OR** One work of MSW processing / legacy work processing with necessary machineries like trommel, excavator, Crawler-Dozer etc. for Government or Semi-government in last Seven financial years of Rs. **22,63,800/-**

or

- (b) Two works of O&M contract of SWM Vehicles like, Back-hoe- loader, Excavator, Crawler-Dozer machines of for Government or Semi-government in last Seven financial years of Rs. **18,86,500/-** during last seven years. **OR** Two work of MSW processing / legacy work processing with necessary machineries like trommel, excavator, Crawler-Dozer etc. for Government or Semi-government in last Seven financial years of Rs. **18,86,500/-**

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 seven years.

	<b>Financial Year</b>	<b>Multiplying factor</b>
	<b>2023-24(Base Year)</b>	1.00
1	2022-23	1.10
2	2021-22	1.21
3	2020-21	1.33
4	2019-20	1.46
5	2018-19	1.61
6	2017-18	1.77
7	2016-17	1.95

2. Available Bid Capacity (ABC) will be derived by the following method.

ABC is calculated as  $ABC=2*A*N-B$

Where,

A = Maximum value of works executed in any one year during the last five years (updated to present price level by applying enhancement factor) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value (present price level by applying enhancement factor) of existing commitments and on-going works to be completed during that next N year (period of completion of the works for which the tenders are invited.)

### 3. Joint Venture (JV)

Joint Venture will not be permitted for this tender. However, experience of JV shall be considered for individual JV partner based on the proportionate share of each individual partner in the JV for the purpose of qualification criteria and based on this qualification individual JV partner can bid in the same name and style of individual company forming part of JV. For this purpose, the bidder shall enclose the notarized copy of JV agreement along with physical submission of technical bid.

- 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.
- EMD, Cost of tender Document (Tender fee) – Cover – 1 Bid document/ Tender fee (2) Bid security/ EMD should be sent in original to the at the office of Deputy Executive Engineer, wow cell, room no-3, 3rd floor, solid waste management, central zone, dr. Ambedkar bhavan Rajkot Municipal Corporation Dhebar road, Rajkot-360001.
- Technical Proposal Signed Documents shall be submitted in electronic format only through online by scanning the E-tender with signed and stamp, Pre-proposal Minutes of the Meeting, Addendums issued, Work Experience Certificate etc., shall be submitted online only without any financials)
- 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.

Tender shall be submitted online through e-tendering as per Milestone date on web site <https://tender.nprocure.com>

**Deputy Executive Engineer  
WOW Cell  
Solid Waste Management  
Rajkot Municipal Corporation**

**INFORMATION TO BIDDERS**

1	Tender No:	<b>RMC/SWM/WOW Cell/2024-25/02</b>
2	Name of the work	COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT OF 1 NO. OF CRAWLER DOZER BD-80 FOR 2 (TWO) YEAR AT NAKRAWADI SOLID WASTE DISPOSAL SITE OF RAJKOT MUNICIPAL CORPORATION <b>( 3<sup>rd</sup> attempt)</b>
3	Last date of Online tender submission, Date of Price Bid Opening, Tender fee (Non Refundable), E.M.D.	As per Milestone Dates and Tender Notice
4	Time Limit Of Contract	2 YEAR
5	General Condition	As per tender documents.
6	Performance Security Deposit	5% of the value of work with Agreement. It will be released at the end of Final bill after paid.
7	Mode Of Sending The Tender / Relevant Documents	As per Milestone Dates and Tender Notice
8	Running Bill Payment	Monthly base For the work done.

**Seal and Signature of the Bidder & Date:**

**Deputy Executive Engineer  
WOW Cell  
Solid Waste Management  
Rajkot Municipal Corporation**



**RAJKOT MUNICIPAL CORPORATON  
ACCOUNTS DEPARTMENT**

Room No 4, 2<sup>nd</sup> Floor  
Dr. Ambedkar Bhavan, Dhebar Road,  
Raikot – 360001

**PARTY/VENDOR REGISTRATION FORM**

<b>VENDOR CODE</b>	:	
<b>Party Name</b>	:	
<b>Authorized Person</b>	:	
<b>PAN Card No.</b>	:	(Attach Copy)
<b>GST No.</b>	:	(Attach Copy)
<b>PF Code</b>	:	(Attach Copy)
<b>ESIC Code</b>	:	(Attach Copy)
<b>Address</b>	:	
<b>Phone No.</b>	:	
<b>Mobile No.</b>	:	
<b>e-maid Id</b>	:	
<b>Web site</b>	:	
<b>Area of Work</b>	:	
<b>Bank Details (Attach copy of Cancel Cheque)</b>		
<b>Bank Name</b>	:	
<b>Branch Name</b>	:	
<b>MICR Code</b>	:	
<b>IFSC Code</b>	:	
<b>Account Type</b>	:	
<b>Account Number</b>	:	

- (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,  
ACCOUNTANT 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

AGENCY SIGN & STAMP

### **SCOPE OF WORK for O & M WORK**

The scope of work is Operation & Maintenance of CRAWLOR DOZER machines for MSW activity related work for the period of 2 (TWO) Year as per specification and conditions mentioned in the tender document. However CRAWLOR DOZER machines will be provided by RMC. The contractor shall have to commence the O & M work within 15 Day from the date of Work Order. The O & M Contract will be for a period of 2 (TWO) Year from the date of work order.

Successful bidder will be required to carry out following works / to render the services as described below under comprehensive Operation and Maintenance contract:

#### **(A) OPERATION:**

- i) As the operation of the machine on everyday basis is required, it would be the responsibility of the successful bidder to provide 1 skilled operator having valid driving license for all operational activities of the machine per shift (8) hours as per requirement of RMC, on all the 365 days of the calendar year. Further machine operation shall be non operative for 4 days in a month for routine maintenance, if necessary.
- ii) Planning of rendering the services shall be based on 8 hours or as per RMC requirement operational shift. However based on department requirement contractor has to provide machine for extra hours, and payment will be made as per prorate basis.
- iii) Successful bidder will have to ensure that machine must be covered with their third party insurance per year and that the next year's insurance shall be done before the expiry of the earlier year's insurance. Payment for insurance will be paid by successful bidder. Necessary documents shall be submitted by contractor.
- vi) To maintain the disciplined and efficient services, it would be necessary to appoint supervisors in addition to operators and provide them safety gears & mobile facilities.
- vii) As far as parking arrangement of the machines are concerned, the parking place shall be made available by RMC.
- viii) A successful bidder shall maintain log sheet to enter the information about the day to day works allotted to them by the representative of their concerned Sanitary Inspector/Sanitary Sub-Inspector.
- ix) For any default of service performance a penalty of amount equivalent or not more than to the O&M cost of the specific machine and the length of the default area (at the rate accepted by RMC) shall be deducted /charged from the running bills. The Details of the events of default and the exact rate of penalties shall be as specified in tender terms.
- x) On award of contract, the successful bidder will have to produce an F.D.R. (of any Scheduled or Nationalized Bank of Rajkot City) of 5 % of the cost of the work, towards the security deposit, in favour of Rajkot Municipal Corporation, must be submitted in the S.W.M. Branch. An agreement deed in favour of Rajkot Municipal Corporation, on the Stamp Paper of Rs. 4.90 % of FDR Amount must be submitted, and if the contractor fails to submit the agreement deed in the stipulated time limit, the E.M.D. for this contract will be forfeited and the contractor will be black listed for this work of RMC.
- xi) Successful bidder will have to work at Village Nakarawadi, Tal. & Dist. Rajkot or any other place instructed by RMC Official for all type of waste.
- xii) Waste as handled by crawler-Dozer machine will have to be unloaded/Spread as per instruction.

#### **(B) Comprehensive Maintenance:**

The precise and regular timely maintenance plays the key role in keeping the machines in the operative status at all the times and as such these activities are to be shouldered by the successful bidder as described below;

- 1) As regards servicing routine and scheduled maintenance of the machine, the same shall be carried out by the successful bidder through their maintenance staff preferably on Sundays or as per instruction by RMC.
- 2) They shall arrange for the laborers at their level and at their cost.
- 3) They shall arrange for all the consumables, oil, Fuel and spare components at their level and at their own cost. The tentative schedule of their preventive and schedule maintenance which successful bidder will be required to carry out as per as manufacturer's recommendations and in consultation with RMC, RAJKOT.

As regards break down and accidental maintenance of the each machine, the same shall be carried out by the successful bidder through their field maintenance staff as well as in house staff as and when required.

**Responsibilities of the successful bidder will remain as below:**

- (a) They shall arrange for all the laborers at their level and at their own cost.
- (b) They shall utilize workshop facilities at their own cost.
- (c) They shall arrange for all the consumables, oil, Fuel, spare components etc. at their level.
- (d) In case of accident of the machine, major break downs would be inevitable. The machine shall be repaired and put back into operation by the successful bidder utilizing their manpower and workshop facilities at their own cost. They shall arrange for all the consumables, oil and spare components at their level of whole machine including cab chassis.

Contractor has to follow all rules and regulations applicable to rendering of such services including Factory Act (if required), therefore, all statutory provisions, rules, regulations.

The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer.

The Contractor shall ensure that his personnel report work every day at designated time and continue working throughout the day as per requirement. The contractor shall make provision for presence of requisite manpower during national holidays and festivals so that the work is not affected at any site in the RAJKOT city. The corporation for working on holidays, national holidays and festivals will make no separate payments. The Contractor should ensure presence of his workforce at the specified time. The contractor shall not be paid for any overtime charges for working at late hours so as to complete the scope of work and maintain the cleanliness at various locations.

The corporation has the right to charge the contractor for any damage caused to corporation assets and the same shall be recovered from the contractor with immediate effect. Contractor has to keep enough spare/stand by units for preventive and breakdown maintenance of all the equipments as per the unit/equipment manufacturer's guideline and this will be verified by the Solid waste dept (WOW Cell) of RMC, at any time for smooth and uninterrupted working of Crawler Machine.

Contractor has to submit daily/monthly report of their work to the respective RMC department.

**WASHING OF VEHICLE**

The tenderer shall make arrangements for washing of the vehicle and equipment at least once a week or as per suggested by RMC.

**TOOLS & TACKLES**

The successful tenderer shall provide all the required tools and tackles for the operation and maintenance of the equipments and vehicles to their staff.

**OTHERS**

Communication system/ equipments shall be provided by contractor as per the requirements of RMC so as to have effective communication between contractor and various controlling and monitoring authorities. A public address system shall also be provided to enable the machine operator to guide the public as and when required during working at the site in the event of any emergency, mishap etc.

In order to maintain high standard of public image, the successful tenderer shall fix a schedule for cleanliness and maintenance of the equipments.

machine shall be provided with first aid kit along with other necessary tool-tackles and accessories.

The tenderer/contractor shall keep the vehicles in perfect working condition to the satisfaction of WOW CELL, RMC.



## **OPERATION AND MAINTENANCE INCLUDING VEHICLES AND EQUIPMENT / MACHINARIES:**

The contractor shall be responsible for smooth and satisfactory operation and maintenance of the CRAWLOR DOZER for 365 days round the year for a period of 2(TWO) year from the date of work order for CRAWLOR DOZER.

More specifically, the contractor shall be responsible for the following: -

1. The contractor shall prepare and implement an effective operation and maintenance program in consultation with RMC. RMC will not provide any skilled or unskilled work force, machinery or equipment other than that specified in the tender. It is absolute responsibility of contractor to look after all sorts of maintenance whether preventive or breakdown.
2. The quality of all consumable and spare as per manufacture recommendation shall be made available at site/workshop all the time and will be verified by RMC.
3. The contractor shall maintain and update logbook.
4. The Contractor shall maintain separate checklist register for daily, monthly, quarter yearly, half yearly and yearly activities. Also during checking if any abnormalities found it must be brought to the notice of RMC officer in charge and rectified by the contractor.
5. The contractor shall be responsible to carry out day-to-day as well as periodic maintenance, necessary to ensure smooth and efficient performance/running of all equipments, machinery as per manufacturer's specification and maintaining the record of the same. Maintenance of vehicle will be supervised by RMC. Contractor has to carry out all the related work under intimation and supervision of RMC.

It will be the responsibility of the successful tenderer to have third party insurance coverage of vehicle along with their operating staff at their cost. They are requested to note that there will not be any reimbursement in this regard by RMC. In case any mishap/accident occurs on the road or at site, the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging/follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful tenderer to set right the machine without raising any extra bills/claim against the same for reimbursing the same from RMC. However, they shall be liable to receive all the payments received by RMC against the settlement of insurance claims from the Insurance Institutions. RMC authorities shall give the full cooperation to the successful tenderer by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.

### **IMPORTANT NOTE:**

The Contractor shall not reassign the work under the contract to any other party without prior written approval of the corporation

The contractor shall employ all required staff including technical experts, skilled and unskilled labors, drivers, etc. required for such services.

Contractor shall comply with all safety rules and regulations and all inter disciplinary measures as followed by the RMC.

The RMC shall not be responsible for any accident/injury to the staff of the contractor. It is contractor's responsibility to take insurance of his employee, medical facility, work compensation etc. as per workman compensation act and all other relevant laws. Further the RMC will not provide any insurance, medical facility, workman compensation, etc. to the staff of contractor.

Due to strike by the contractor's employees, the operation and maintenance of machines must not be affected and the property of RMC should not be damaged. In such case any dispute/discrepancy occurs the decision of Dy. Municipal Commissioner (SWM) will be final and will be binding to the contractor. Also if any expense is required to be made on this account by RMC, it will be deducted from Contractor's bill/SD.

All Central/State Government/Semi-Government/Local Body's Rules and Regulations pertaining to this contract shall be strictly followed and observed by the contractor without any extra cost to the RMC.

The duration of the contract shall be for 2 (TWO) year from the date of work order for CRAWLOR DOZER machines. However RMC reserves the right to terminate the contract at any time.

All these works shall be done as per standard practices and by following MSW rule 2016, labour, factory, electrical, GPCB, and all other old and new law and order, Indian standards etc. as applied by Local, State and Central Govt. of India.

At the end of O & M contract period, contractor shall hand over the Crawler Dozer machines in satisfactory working conditions acceptable to Municipal Commissioner &/or their authorized representative. Otherwise penalty equivalent to the cost of repairs will be imposed by RMC at the discretion of Municipal Commissioner & shall be binding to the contractor.

The contractor shall not employ guilty person or indisciplined person.

The Contractor shall have to take valid labour license & any other relevant license from statutory bodies as required for this type of contract. Necessary documents shall be submitted by contractor.

Successful bidder will have to follow all the provisions of, Labor laws, P.F. Act, E.S.I. Act, Minimum Wages Act etc. & have to incorporate changes made if any during contract period also.

Wages Payment Act 1936, Bonus Act 1965, Employees Provident Fund & Miscellaneous Provisions Act 1952 & other Industrial & Labour Laws with latest amendments related to this Operation & Maintenance Work & will have to inform accordingly to the Department. Contractor will not be given any relaxation regarding these provisions.

#### **CONTRACT PERIOD**

The successful tenderer on award of contract shall have to commence the O & M work from the date mention in work order.

The Contract will be for a period of (2) TWO years from the date of work order of O & M work. The same can be extended for a further period of 3 (Three) Months by the corporation and as per same terms and conditions if, RMC agreed.

#### **CONTRACT PRICE**

Rates quoted by tenderer shall be Inclusive of all taxes (Excluding GST).

On specific occasions, the corporation reserves the right to ask the contractor to provide additional cleaning services. The Contractor is bound to provide the same at a short notice of few hours. The rates for additional services requested by the commissioner will be mutually agreed upon between the Contractor and the commissioner.

#### **WORKFORCE**

The contractor shall provide well-trained, disciplined, honest and sincere workforce, throughout the contract period and supervise their work regularly.

They should not pose any problem, nuisance to the general public. The contractor shall be solely responsible for the behaviors and honesty of its workforce.

The contractor shall appoint adequate supervisors to ensure that services are rendered effectively. They must be available on site during the working hours.

The supervisor shall qualify authorized by the contractor to take decisions at site. Such supervisor shall be deemed to have full authority of the contractor and any instructions given to him by the corporation officers shall be deemed to have been given to the contractor. The supervisors should be easily accessible at all times and should have a mobile phone with them at all times. The Contractor shall ensure that the supervisor or any other authorized representative shall invariably be available either in person or over the telephone within the city every day for taking necessary instruction and for proper co-ordination

The tenderer shall indicate the manpower including supervisor & their labors he proposes to deploy and the methodology to be adopted. No decrease in the workforce shall be done once notified without prior written approval of the commissioner. The commissioner may deduct suitable payments to the contractor if it is noticed that the workforce is reduced without prior approval.

Contractor shall provide suitable uniform to all their staff including shoes and photo identity card.

The contractor may, at his own cost and responsibility, consider increasing his workforce, equipments, and materials in order to discharge contractual obligation.

The Municipal commissioner reserves the right to ask for the replacement of the personnel not found fit or suitable for undertaking the task assigned. The contractor shall do replacement without any extra cost to the corporation within one week of the order.

Contractor shall pay salaries /wages etc. to his workforce adhering to the laws in force & all liabilities and responsibilities in respect of persons engaged by him shall lie with the contractor.

To avoid mishap or accident during the operation, the Contractor shall ensure that only skilled staff / drivers with sufficient experience in their respective trade and physical fitness are deployed on the job and are not put to over exertion as per prevailing labor laws of the State and / or Central Governments.

The staff/drivers deputed by the contractor during the course of contract must behave decently with the corporation's officer and staff. The Contractor shall withdraw such person who is found to be indiscipline, misbehaving, under or the influence of any intoxicant or whose services are considered detrimental to the corporation's Interest. On giving intimation to do so by the Municipal Commissioner or his authorized representative. The corporation will serve a Notice to the contractor if he fails to comply. Failure to replace the personnel after issuance of notice by the corporation will be considered to be is sufficient ground for termination of the contract. It will not be binding to the corporation to justify the reasons to the Contractor for advising such withdrawal of staff.

The Drivers of the contractor must be in possession of a valid driving license.

#### **WORKING HOURS**

The contractor shall ensure that his personnel report to work every day at designated time and work sincerely throughout the period prescribed in the contract with RMC. The staff so deployed shall be given the statutory weekly off. The contractor shall make provision for substitute manpower during weekly off of the staff and statutory holidays so that the work is not affected at any site in the City. The corporation will not pay any extra payment for making substitute arrangements on weekly off and other holidays.

The contractor shall not be paid or reimbursed by the RMC for any overtime work done by his staff to complete the task and for maintaining the cleanliness at various locations. The Contractor, through his supervisor, shall submit a daily report to corporation about number of workforce which have reported to work as against the agreed workforce.

#### **OPERATIONS AND USE OF VEHICLES & EQUIPMENTS**

It shall be the responsibility of Contractor to operate and maintain the CRAWLOR DOZER machines in various shifts on a daily basis as may be agreed between the contractor and the RMC and in case of any differences of opinion between two, the work shall be carried out as may be directed by the RMC from time to time. Working schedule will be finalized in consultation with the DY. EXECUTIVE ENGINEER.

The corporation shall have a right to charge the contractor for any damage caused to corporation assets during the performance of contract by the contractor and the same shall be recovered from the contractor in a month or from the amount payable to him.

Contractor shall keep enough spares for units/staff/Equipments for replacement during breakdown or preventive maintenance.

**PENALTY:**

The contractor shall be liable to penalty as under if he fails to perform his contractual obligations besides any other action; the Municipal Commissioner may decide to take as per the terms of the contract.

Penalty shall be imposed on the contractor for delay in work or for non-maintenance of vehicles, also

- All minor repairing & preventive maintenance shall be carried out within 72 Hrs. otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the monthly bill of the contractor. Preventive maintenance schedule shall be prepared in coordination WOW CELL.
  
- All major repairing shall be carried out within 15 days otherwise penalty will be imposed as per penalty shown in penalty table, which will be deducted from the monthly bill of the contractor.
- **Minor work:** Routine service, Hose replacement, electrical work, normal fabrication/body work, external leakages (oil/water/diesel), mechanical/hydraulic settings, transmission job, brake/ steering job, etc., fan belts replacement, motor servicing, filter cleaning/replacement, electrical fault etc. for vehicle. Minor engine related work. These shall be carried out at site or at RMC's parking place RMC, as per requirement.
- **Major work:** Structural damages, Control panel repairing &/or replacement, Engine o/h related work, etc. Other than above repair job (for minor/major), it will be decided by based on the job and will be binding to contractor.
  
- The contractor shall be required to take full insurance for all the vehicles/machines etc during the contract period. It will be the responsibility of the successful tenderer to have insurance coverage of their operating staff also. There will not be any reimbursement in this regard by RMC. If any mishap/accident occurs on the road or at site, the successful tenderer will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging/follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of successful tenderer to set right the vehicles/machines without raising any extra bills/claim against the same for reimbursing the same from RMC. However, they shall be liable to receive all the payments received by RMC against the settlement of insurance claims from the Insurance Institutions. RMC authorities shall give the full cooperation to the successful tenderer by signing the requisite documents necessary for raising the insurance claim up to settlement of the same.

Sr.	Type of default	Penalty to be imposed
1	If given work is not done properly (i.e. machine does not work properly) at site.	Entire shift work will be deducted for such event.
2	Non use of mobile by any of Operator.	Rs. 100/- for each day.
3	If any of the contractor's staff at the Machine is found to be working without the prescribed safety gear, mask, glows, safety shoes, helmet etc.	Rs. 100/- per person for that shift.
4	If contractor fails to provide the driver as per the requirement of RMC	Rs. 500/- per person for that shift.
5	If the minor and major repairing work is not carried out as per the schedule given in tender	Rs. 1000/- per such machine per day.

The penalty will be deducted from the monthly bill of the contractor. Further in above circumstances (1 to 5) RMC will be at liberty to use vehicles by an alternate arrangement and during such circumstances if any damage occurs to the CRAWLOR DOZER, same also must be set right by the contractor for which no extra payment/claim will be reimbursed to the contractor by RMC. This shall be binding on the contractor.

**ACCIDENT / DAMAGES / CLAIMS / LIABILITIES**

In the event of any accident/damage to third party by any of the vehicle of the corporation operated by the contractor, the corporation shall be completely free from any liability of any nature occurred on account of the accident. The Contractor will be fully and exclusively responsible for the liabilities arise on account of accident and damage to the vehicle, manpower or to the third party. The Contractor will be fully and solely responsible for any death or bodily injury to his staff member or any other person in the employment of the contractor or to any other person during the performance of the contractual services to the RMC. This includes any third party claims.

The Contractor will be solely responsible for any consequences under various laws, arising out of any accident caused by vehicles, equipments or his employees to the property or personnel of the corporation.

The corporation shall not be responsible for any claim/compensation that may arise due to death/injury/damage caused by municipal vehicle used by the contractor to any third party or his own staff while providing services to RMC under the Contract.

#### **INDEMNIFICATION**

The Contractor shall bear responsibility for loss of or damage to the property, suffered by RMC, death or injury to person (or any claim against RMC in respect thereof and all expenses relating thereto) in connection with the services provided under the Contract resulting from any negligent act or omission of the Contractor. The Contractor will hold the RMC fully indemnified in respect thereof.

The indemnified party shall have the right, but not the obligation, to contest, defend, and liquidate any claim, action, suit or proceeding by any third party alleged or asserted against RMC in respect of, resulting from, related to or arising out of any matter for which the RMC is entitled to be indemnified there under, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Contractor there under. The Contractor shall be liable for all payments, proceedings, and liabilities including payment of counsel fees.

#### **PAYMENTS FOR O & M AND TRANSPORTATION WORK**

The contractor shall raise monthly bills to the WOW CELL for O & M contract work at the rate agreed and approved under the contract.

Contractor shall submit his monthly bill in the 1st week of every month to the WOW CELL.

Contractor will be paid on a monthly basis subject to his producing satisfactory performance certificate for work carried out from various departments as mentioned in the tender.

Income Tax as per statutory provision shall be borne by the Contractor. The corporation shall deduct all statutory taxes like advance Income Tax, etc from monthly payments being made to the Contractor.

Corporate Tax / any tax assessed on the income of the Contractor, G.S.T. (if any) shall be the responsibility and payable by the Contractor

If services are terminated by the RMC on account of Deficiency in Service, the 5% Security Deposit (performance security) amount shall be forfeited and the contractor shall have no claim on the same. Further, the corporation reserves the right to make alternative arrangements until new agency takes over.

The Contractor shall ensure timely payments to his workforce and meet all the contractual commitments in terms of payments, insurance, safety of its workforce. All statutory payments to the workforce shall be done immediately upon becoming due.

#### **INSPECTION**

The commissioner or their authorized persons reserves the right to carry out inspection, as and when required without intimating the contractor, of the various locations where work is in progress. Any shortcoming found during inspection will be intimated to the contractor or his supervisor orally or in written which shall have to be attended immediately by the contractor or his supervisor. The penalties imposed on the contractor from time to time, shall be recovered from the Monthly Bill or adjusted against the 5% security deposit. The corporation reserves the right to treat continuous shortcomings as "Deficiency Of Service" and terminate the Contract after giving two months notice.

#### **FORCE MAJEURE**

Force Majeure shall mean such an Event or Circumstance or combination of Events and Circumstances which are beyond the reasonable control of the Affected Party and which the affected party could not have prevented by Good Industry Practice or by the exercise of reasonable skills and care for the purpose of discharging its obligations under the Contract. The Force Majeure will tend to have material adverse effect on the performance of such affected party.

Following shall be the events and circumstances of Force Majeure:

Act of War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage

The expropriation or Compulsory acquisition or seizure of the assets of The Contractor by any Governmental Instrumentality, provided that this clause shall not apply where such Act constitutes a remedy or sanction lawfully

exercised as a result of a breach by the Contractor of any Indian law or Indian Directive but excluding any change in law.

Act of God epidemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, lack of water or other unusual or extreme adverse weather or conditions, action of the elements, meteorites, fire or explosion to the extent generated from the source external to the Contractor or his assets due to reasons other than, those caused by negligence of the Parties, chemical or radioactive contamination or ionizing radiation.

Procedure for Calling Force Majeure: The affected party shall notify to the other party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 24 hours (Twenty Four hours) after the Affected Party knew, or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Contract.

The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures,

which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. When the affected Party is able to resume performance of its obligations under this Contract, it shall promptly give the other party written notice to that effect provided that in no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.

The rights and obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure. RMC shall not be liable to make any payments to the contractor for it being affected on account of Force Majeure except for the charges specified in Price Bid which shall be payable only for a duration of not more than 15 (Fifteen) days from the date Force Majeure is declared.

RMC reserves the right to terminate the contract if the Force Majeure continues for more than 15 (Fifteen) days at a stretch.

#### **CANCELLATION OF CONTRACT IN FULL OR IN PART**

- If the Contractor at any time makes default in proceeding with the work with due diligence and continues to do so after notice in writing of fourteen days from the Dy. Municipal commissioner-SWM; or
- Commits default in complying with any of the terms and conditions of contract and does not remedy it within fourteen days after a notice in writing is given to him in that behalf by the Dy. Municipal commissioner-SWM; or
- Fails to complete the works or items with individual dates completion, on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Dy. Municipal commissioner-SWM; or
- shall offer or give or agree to give to any person in MUNICIPAL CORPORATION service or to any person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to any other contract for the MUNICIPAL CORPORATION, or
- Shall obtain a contract with the MUNICIPAL CORPORATION as a result of ring tendering or other non bonafide methods of competitive tendering;
- Being a company, shall pass a resolution or the court shall make an order for the liquidation of his affairs, or a receiver or a manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the court of Debenture holders to appoint a receiver or a Manager, or
- Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days, or Assigns, transfers, sublets (engagement of labour on a piece work basis or labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or attempts to assign, transfer or sublet, the entire works or any portion thereof without the prior written approval of the Commissioner; the Commissioner may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the MUNICIPAL CORPORATION by written notice cancel the contract as a whole or only such items of work in default from the contract.

The Commissioner shall on such cancellation have powers to;

- (a) Take possession of site and any materials, constructional plant, implements, stores, etc., thereon and/or
- (b) Carry out the work by any means at the risk and cost of the contractor. On cancellation of the contract in full or in part the RMC shall determine what amount, if any, is recoverable from the contractor for completion of works or in case the works or part of works is not completed, the loss or damage suffered by the MUNICIPAL CORPORATION, in determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation.

Any excess expenditure incurred or to be incurred by the MUNICIPAL CORPORATION in completing the works or part of the works or excess loss or damages suffered or may be suffered by the MUNICIPAL CORPORATION as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account and if such moneys are not sufficient the Contractor shall be called upon in writing to pay the same within thirty days. If the Contractor shall fail to pay the required sum within the aforesaid period of thirty days, the RMC shall have right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings etc. And apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the contract, and if thereafter there be any balance outstanding from the Contractor it shall be recovered in accordance with provision of the contract.

Any sums in excess of the amounts due to the MUNICIPAL CORPORATION and unsold materials, constructional plant etc. shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the MUNICIPAL CORPORATION of the works or part of the works is less than the amount of which the Contractor would have been paid had he completed the works or part of the works, such benefit shall not accrue to the Contractor.

Without prejudice to the generality of the foregoing, the Contractor shall deposit the amount, as security deposit shall be absolutely forfeited to the MUNICIPAL CORPORATION for such failure, or breach or determination of contract.

#### **FORECLOSURE OF CONTRACT IN FULL OR IN PART**

If at any time after acceptance of the tender the Commissioner shall decide to abandon or reduce the scope of the works for any reasons whatsoever and hence not require the whole or any parts of the works to be carried out, he shall inform the Contractor in writing to that effect and the Contractor shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Contractor shall be paid at the contract rates full amount of works executed.

Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Municipal Corporation against any compensation or damage causes by the Excepted Risks.

#### **GENERAL CONDITIONS OF CONTRACT FOR O&M**

Contractor shall provide labor, semi skilled and skilled staff for operating the machine during the period of contract. The salary of staff and all other expenses shall be borne by the contractor.

Contractor shall have to depute sufficient staff for monitoring/reporting of various activities related to contract.

The Contractor shall be responsible for any damage occurring to the corporation's property and general public, in case the cause is attributed to the cleaners/supervisors. The contractor shall have to get the same rectified at his own cost and risk, or otherwise, the corporation at the risk and cost of the contractor shall attend the same to.

The Contractor shall ensure, at all times that his supervisors/cleaners do not misbehave with the corporation's staff or general public while on duty. The personnel found misbehaving shall be immediately removed from the work at the risk of the contractor.

The corporation shall not be responsible for any injury/death to the supervisors/cleaners deployed by the contractor. It is the responsibility of the contractor to ensure that his personnel follow the safety regulations strictly, which is in force from time to time.

The Contractor shall obtain all necessary approvals, permits and licenses to operate the said service. The corporation shall in no way be responsible for the loss occurring to the contractor on this count.

Contractor shall take all necessary insurances for the said work and workforce. Insurance for Third Party Liability arising out of Contractor's vehicle, equipment, cleaning agents or workforce shall also be taken from the first day of operation. Corporation shall not be responsible for any losses occurring to the Contractor or third party on this count.

The commissioner reserves the right to impose financial penalty not exceeding 10% of the monthly bill over and above the penalty mentioned for various defaults in penalty clause in a month in case the work is not found up to the mark during the routine inspection carried out by the Municipal Commissioner or corporation's staff. The decision on amount of penalty within the above limit is sole discretion of the commissioner and shall be binding on the contractor.

The Contractor shall maintain a First Aid Kit and other necessary medicines including bandages, antiseptic creams/liquid, anti burn cream/powder as required to attend to any emergency situations.

The Contractor shall indemnify the corporation and its employees against any penalties as PRINCIPAL EMPLOYEE, for any failure of the Contractor to honor various State Laws/Enactments/Contract Labor(R&A) Act 1970(C)/Minimum wages Act/Bonus Act/EPF & MP Act etc.

The successful Contractor shall have to enter in to an Agreement with RAJKOT Municipal Corporation.

This is subject to the jurisdiction of the competent court of RAJKOT only.

**Seal and Signature of the  
Bidder & Date:**

**Deputy Executive Engineer  
WOW Cell  
Solid Waste Management  
Rajkot Municipal Corporation**



**Rajkot Municipal Corporation**  
**Solid Waste Management Department**  
**FORM – “A”**

Sr. No.	Details of Works	Estimated Cost (INR)
1.	Comprehensive operation & maintenance contract of 1 no. of crawler dozer BD-80 for 2 (TWO) year at Nakrawadi solid waste disposal site of Rajkot Municipal Corporation for one hours as per terms and conditions of tender. (3rd attempt)	1292/- Per Hours Per Machine (with Diesel)

- Note: 1. Contractor will have to submit the rate online Percentage above/below of Mentioned in shown above.  
2. Contractor will have to ensure recent condition of Crawler Dozer before price Quoted in Tender. All minor and major repairs required if any will be included in the price.  
3. If GST will be Applicable then paid extra.

**FUEL PRICE ADJUSTMENT:**

Change in Fuel Price will be given to the contractor at the Every month after the actual start of O & M contract work. **The base rate of fuel considered for calculation will be the rate applicable on the last date of online submission of tender.** Fuel cost increase or decrease will be allowed every Every month. The Fuel price in the 1<sup>st</sup> Day every month will be taken in to account for calculating change in contract price. New O & M cost will be calculated as below:

Only diesel price variation during the contract period will be considered in the operation contract price, which shall be considered for diesel price variation. Fuel cost increase or decrease will be allowed every month. The formula for determining the increase or decrease in the rate from the base rate will be as under;

The contract rate quoted by tenderer will be fixed for entire contract period. Only diesel (Fuel) price variation during the contract period will be considered in the operation contract, which will be considered for diesel price variation. Fuel cost increase or decrease will be allowed every month & rate applicable in the first day of month will be taken in to consideration. Base rate will be the rate applicable on the date of final submission of the financial bid. The formula for determining the increase or decrease in the rate from the base rate will be as under;

$$\text{Change in diesel part (E) Rs} = A \times B\{C/D-1\}$$

$$\text{New Rate of operation contract for quarter} = A \pm E$$

Where;

A = Rate of sanctioned for contract

B = 0.7

C = Rate of diesel in this quarter

D = Rate of diesel in base rate (**last date of online submission of tender**)

E = Change in diesel part

**Deputy Executive Engineer**  
**WOW Cell**  
**Solid Waste Management**  
**RajkotMunicipal Corporation**