

RAJKOT MUNICIPAL CORPORATION

Tender document for:

e-Tender No. RMC/SWM/2018-19/34

CLUSTER – 6



e-TENDER TECHNICAL BID FOR

COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT FOR GARBAGE COLLECTION BY HYDRAULIC OPERATED MINI TIPPER FROM WARD CLUSTER – 6 (Ward No. 15, 16 and 18) to Garbage Transfer Station (Nr. K.S.Diesel Ltd.)

The last dates of e-Tender are as under :

| | | |
|---|--|--|
| 1 | Download of e-tender documents | Dt. 27/03/2019, 16:00 hrs. |
| 2 | Pre-bid meeting | Dt. 11/03/2019, 11:30 hrs. |
| 3 | Online submission of e-tender | Dt. 27/03/2019, 18:00 hrs. |
| 4 | Physical submission of EMD, tender fee and other documents by R.P.A.D/Speed Post only. | Dt. 30/03/2019, 18:00 hrs. |
| 5 | Verification of submitted documents (EMD, e-tender fee, Etc.) | From Dt. 01/04/2019, 16:00 hrs Onwards |
| 6 | Opening of online tender | From Dt. 01/04/2019, 16:30 hrs. Onwards |

For further particulars, visit us on www.rmc.nprocure.com

ENVIRONMENT ENGINEER
SOLID WASTE MANAGEMENT DEPARTMENT
RAJKOT MUNICIPAL CORPORATION
RAJKOT (GUJARAT)

RAJKOT MUNICIPAL CORPORATION

Solid Waste Management Branch

COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT FOR GARBAGE COLLECTION BY
HYDRAULIC OPERATED MINI TIPPER FROM WARD CLUSTER – 6 (Ward No. 15, 16 and 18) to
Garbage Transfer Station (Nr. K.S.Diesel Ltd.)

FORM – I

(Details of the Bidder)

1. Full Name of the Bidder : _____
2. Office address of the Bidder : _____

Phone Number : _____
Mobile Number : _____
3. Residential address of the Bidder : _____

Phone Number : _____
Mobile Number : _____
4. Banking Details of the Bidder:
 - Name of the Bank : _____
 - Branch : _____
 - Account No. : _____
 - Current/Saving : _____
5. Sign and Stamp of the Bidder:

(The above details must be duly filled and submitted along with other documents at the time of physical submission)

RAJKOT MUNICIPAL CORPORATION

CHAPTER - 1

Tender Notice

ONLINE E-TENDERS ARE INVITED FOR COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT FOR GARBAGE COLLECTION BY HYDRAULIC OPERATED MINI TIPPER FROM CLUSTER – 6 to Ward No. 15, 16 and 18 TO GARBAGE TRANSFER STATION (Nr. K.S.Diesel Ltd.)

Service provider or O&M contractor those who have qualifications mentioned below

1. Minimum annual average turnover of Rs. 92,93,630/- of last seven financial years.
2. Should have executed O&M contract of Door to Door Garbage collection with hydraulically operated mini tipper for government, Semi-government organization in last seven financial years. Bidder should have one such experience of amount Rs. 74,34,910/- or two such experience of two works of amount Rs. 55,76,200/- of works done. Successful completion of one year of such experience shall only be taken in to consideration.
3. Solvency Certificate of Rs. 35,00,000/- lakhs of current financial year of any Nationalized or Scheduled Bank.
4. Bidder should have a GSTIN, PF No., ESIC No. and labor license.
5. Performance Certificate of past and current O&M work and copy of work order.
6. Should not be Black Listed anywhere in India. Any orders for black listing should not be in effect at the time of submission of bid. Bidder has to submit notarized copy of non black listing bond on Rs. 100/- stamp paper along with the technical bid submission.

| e-Tender No | Item | Qty. in Nos. of Mini tippers | EMD Rs. | Tender Fee in Rs. (Non refundable) |
|--------------------|---|------------------------------|-------------|------------------------------------|
| RMC/SWM/2018-19/34 | COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT FOR DOOR TO DOOR GARBAGE COLLECTION BY HYDRAULIC OPERATED MINI TIPPER FROM CLUSTER – 6 to Ward No. 15, 16 and 18 TO GARBAGE TRANSFER STATION (Nr.K.S.Diesel Ltd.) | 40 | 16,72,900/- | 15,000/- |

A Pre-bid meeting is scheduled on Dt.11/03/2019 at 11.30 hours in the office of the Environment Engineer, Central Zone Office, " Dr. Ambedkar Bhavan ", Dhebar Road Rajkot-360001. Should the bidder have any queries regarding the tender, he shall submit the same physically in writing to Environment Engineer, Room No.3, 3rd Floor, Central Zone Office, "Ambedkar Bhavan", Dhebar Road Rajkot-360001 or by email: nrparmar@rmc.gov.in before date 11/03/2019 up to 11.00 a.m. Queries received later will not be considered.

An Earnest Money Deposit of Rs. 16,72,900/- and Tender fee of Rs. 15,000/- (Non-refundable) in form of Demand Draft in favour of Municipal Commissioner, RAJKOT MUNICIPAL CORPORATION, Rajkot, of any Nationalized or Schedule Bank located at Rajkot shall accompany along with the qualification's documents on as per milestone dates Environment Engineer during office hours at Room No.3, 3rd Floor, Central Zone Office, " Ambedkar Bhavan ", Dhebar Road Rajkot-360001. The bid should be downloaded and it should be submitted with duly filled and every page should be signed and sealed and should be submitted along with qualification documents.

Municipal Commissioner, Rajkot Municipal Corporation, Rajkot, reserves the right to accept or reject any or all tender(s) without assigning any reason thereof.

O & M CONTRACT
SCOPE OF WORK for O & M WORK

The scope of work is Comprehensive Operation & Maintenance of mini tippers. Successful bidder will be required to carry out following works/to render the services as described below under comprehensive Operation and Maintenance contract:

Successful bidder will be required to start the services of mini tipper supplied by RMC duly RTO registered and comprehensive insurance drawn.

GENERAL TERMS AND CONDITIONS:-

1. Bidder will have to submit the "FORM - I" duly filled with other necessary documents at the time of physical submission.
2. The quoted rates must be inclusive of all the taxes and charges as applicable from time to time, including.
3. The rates must be clearly quoted % above/below of the estimated cost per day as shown in tender document (for overall scope of work as per the tender document) as per the attached Schedule-'A'.
4. 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.
5. The contractor is supposed to obtain Labour license, P.F. license, E.S.I.C., GST etc. Submission of the attested copy of the Challan of the P.F., E.S.I.C. & GST of previous month should be done by the contractor. The contractor will be responsible towards any dues, demand or payable for P.F., E.S.I.C., and GST. Failing which, the same will be recovered with penalty, interest etc. from bidder and will be credited with the concerned office.
6. The contractor must follow the Labour Laws and will have to give payments to the employees engaged with this work on monthly basis as per minimum wages act. Any dispute regarding this is the all responsibility of contractor & expense to be borne by contractor.
7. If RMC official suggests, the contractor will have to give monthly payments to their drivers by cheque in presence of competent officer of RMC.
8. The contractor must arrange for a mobile phone on his own, and the same must be accessible 24 hours every day. The contractor must immediately solve the telephonic complain of any RMC official.
9. The Commissioner, RMC reserves the right to reject or terminate the contract at any time without giving any notice, if it is found that contractor undergoes malpractice, irregularity or damages the economic interest of Rajkot Municipal Corporation.
10. The jurisdiction for this work shall be Rajkot.
11. The decision of the Commissioner of RMC shall be final and abiding in case of any argument pertaining to the abovementioned or any other terms.
12. RMC shall provide with more spare vehicles on as and when basis vehicles are available with RMC
13. For the number of vehicles plying in the afternoon shift, Dy. Commissioner shall call upon for more number of vehicles in the afternoon shift. The payment towards the same shall be made on pro rata basis.

(A) OPERATION:

The job includes the operation of supplied mini tipper on route map and to collect the waste from residential, commercial or other establishments and to also collect waste from municipal safai karamcharis. Cluster - 6 includes Ward No. 15, 16 and 18 of East Zone.

- 1) As the operation of the mini tipper on everyday basis is required, it would be the responsibility of the successful bidder to provide 1 Supervisor per ward. Each mini tipper to be run must have 1 skilled operator having valid driving license and minimum one labor known to all operational activities and waste collection and unload into mini tipper on each mini tipper on all the 365 days of the calendar year. However, two days off as specified by RMC from time to time and public holidays shall be operational only for the first session i.e. morning session.

- 2) Successful bidder will have to ensure that each and every mini tipper must be covered with their insurance per year and that the next year's third party insurance shall be done before the expiry of the earlier year's insurance. It may be noted that the successful bidder will be paid as per the tendered offer only. Necessary RTO or vehicle related documents shall be submitted by contractor to Central Workshop Department of RMC.
- 3) To maintain the disciplined and efficient services, it would be necessary to appoint supervisors in addition to operators and provide them uniforms, safety gears & mobile facilities.
- 4) As far as parking arrangement of the mini tipper is concerned, the parking space shall be made available by RMC within city limits. However RMC will not be responsible for theft or damage to the mini tipper in such condition.
- 5) 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 Environment Engineer.
- 6) Route plan for daily activity will be provided by solid waste management department later on.

| Ward No. | No. of Minitipper in Morning Shift | No. of Minitipper in Afternoon Shift | Night Shift | No. of Units (approximately) | Estimated Cost Per Day (In Rs.) |
|--------------|------------------------------------|--------------------------------------|-------------|------------------------------|---------------------------------|
| 15 | 9 | 3 | 1 | 12806 | 12223.28 |
| 16 | 12 | 4 | 1 | 19660 | 15974.28 |
| 18 | 19 | 3 | 1 | 36934 | 22726.28 |
| Total | | | | | 50924.00 |

- 7) Successful bidder will have to collect all types of waste including organic, in-organic, recyclables, garden waste etc. but excluding bio-medical waste & industrial waste so collected waste will be sole propriety of RMC. The Successful bidder will have the right to sell the recyclable waste as collected by him to MRF Centre at market rates.
- 8) The waste as collected by mini tipper will have to be unloaded Ward No. 15, 16 and 18 at Nr.K.S.Diesel Ltd.. Weighing slip will have to be collected from the transfer station with each trip. In case if the weigh bridge is non-operational at the respective transfer station if suggested by RMC, the successful bidder will have to get the weight done from the weigh-bridge as instructed. The payment for weighing will be borne by Municipal Corporation.
- 9) A hand over certificate will have to be obtained by the successful bidder at the end of the contract tenure. Mechanical inspection will be done at the time of hand back and any fault/repairing found not done, will have to be done by the successful bidder. In case of failure of the same, the expense towards the rectification will be deducted from the security deposit of the successful bidder.
- 10) The extent of services as regards the number of properties in each ward is as per the annexure attached herewith. However the number of properties is indicative and not binding to the corporation and also no price escalation will be given for any future rise in number of properties.
- 11) RMC will give used Mini tipper Vehicle as per Annexure - 1.
- 12) Contractor has to provide mini tipper in Morning, Afternoon and Night shift as per mentioned in tender, However more mini tipper required extra payment will be given in Pro-Rata hourly basis.
- 13) Labour of contractor will have to take waste from citizen by visiting door to door and unload it in mini tipper vehicle. In case of apartment labour of contractor will have to take waste from dustbin which is placed at ground floor and unload it in to mini tipper properly.
- 14) Labour of contractor has to unload segregated waste in two compartments one is for wet waste and one is for dry waste. To be never mixed wet and dry waste in mini tipper.

(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 each machine, the same shall be carried out by the successful bidder through their maintenance staff preferably on one week off day as specified by RMC. In rotation as per RMC official instruction and prior schedule as per the manufacturer's maintenance manual.
- 2) Agency has to arrange for the labors at their level and at their cost.

3) Agency is also responsible for all the consumables, fuels, oil 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. As regards break down and accidental maintenance of 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) Agency shall arrange for all the laborers at their level and at their own cost.
- (b) Agency shall utilize their workshop facilities at their own cost.
- (c) Agency shall arrange for all the consumables, fuels & oil and spare components 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, P.F. Act, E.S.I. Act, therefore, all statutory provisions, rules, regulations shall be Observed including, provision of Environmental Quality Act, Government of India. GST reimbursed will be paid to contractor whatever paid. The repairs & maintenance shall be carried out, as per the practice prescribed by manufacturer. The Contactor shall ensure that his personnel work every day at designated time and continue working throughout the day as per requirement. The Contractor should ensure presence of his workforce at the specified time. RMC 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 spares for preventive and breakdown maintenance of all the equipments as per the unit/equipment manufacturer's guideline. It is unlawful for the contractor to dump or dispose of solid waste garbage or recyclables collected during job operation upon any street, alley or other publicly owned property unless expressly authorized by the corporation for special collection programs. Contractor has to submit daily/weekly/monthly report of their work to the respective RMC department. The Contractor will ensure that the waste materials stored in the close containers' vehicles are not dumped/emptied at any place other than the one specified by the RMC. Disposal of waste in any other area will be termed as Deficiency of Service and RMC reserves the rights to charge penalty as well as terminate the Contract for Deficiency in Service.

WASHING OF VEHICLE:

The tenderer shall make arrangements for washing of all the vehicles and equipments at least once a week. If not available has to setup within 30 days of signing of an agreement.

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 including GPS system 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 as suggested by RMC as and when required. In order to maintain high standard of public image, the successful tenderer shall fix a schedule for cleanliness and maintenance of the equipments. The Contractor has to arrange for O & M of machines outside of RAJKOT city as and when required by RMC

Service station/Workshop Facility:

Contractor/Authorized Agency shall have service station/workshop, owned/rented for cleaning and washing of vehicles, along with its regular maintenance through trained manpower. If not available, has to setup within 30 days of signing of an agreement.

OPERATION AND MAINTENANCE INCLUDING VEHICLES AND EQUIPMENT/ MACHINARIES:

The contractor shall be responsible for smooth and satisfactory operation and maintenance of the Equipment for 365 days from the date of commissioning.

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 SWM Department, 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. All consumable and spare as per manufacturer recommendation shall be made available in adequate qty during contract period site/workshop all the time.
3. The contractor shall be responsible for keeping up-to-date record of documents including day to day weight slip/work of all the vehicles put in use as per format given by RMC. The contractor shall maintain and update logbook, in which details of operational parameters are recorded in every shift and at regular interval or as directed by RMC Officials.
4. The Contractor shall maintain separate checklist register for daily, weekly, fortnightly, 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. It will be the responsibility of contractor to take fitness certificate from DEE (Auto) every month for each vehicle.
6. The contractor shall have to issue identity cards with photographs, uniform to all the staff employed for Operation and maintenance including transportation. It will be the responsibility of the successful tenderer to have full/comprehensive insurance coverage of all vehicles 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.

PROVISION OF GPS MECHANISM:

Contractor shall provide GPS (Vehicle tracking system) mechanism at his cost within 30 days of work order in each vehicle as well as at control room location with required network (Hardware & Software) facility and have to provide necessary data as per requirements of RMC during the contract period.

IMPORTANT NOTE:

The Contractor cannot reassign the work under the contract to any other party. The contractor shall employ all required staff including supervisor, mechanic, helper, 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 provided compensation etc. as per workmen compensation act, 1923 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 3 (Three) years from the start date as mentioned in work order. RMC reserves the right to extend further period of 6 (Six) Month after work order completion date.

All these works shall be done as per standard practices and by following SWM 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 MINI TIPPER 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 indiscipline 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.

Contractor will have to strictly follow the provisions of Factory Act 1947 (if required), 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. Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, the RMC has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipments and materials on such parts of the works, as the RMC may designate or also engage another Contractor to carry out the work. In such cases, the RMC shall deduct from the amount which otherwise becomes due to the Contractor, the cost of such work and materials with 10% added to overall departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the RMC. It should be specifically noted that wherever bank guarantee is required to be submitted, it should be from Nationalized Banks/scheduled bank only.

CONTRACT PERIOD:

The successful tenderer on award of contract shall have to commence the O & M work from the date mentioned in order. The Contract period will be for a period of 3(Three) years from the start date as mentioned in the work order. RMC reserves the right to extend further period of 6 (Six) Month after work order completion date.

CONTRACT PRICE:

For O & M Contract Price will be as per the bid in the Price Bid and will be inclusive of all expenses necessary for the continuance of the O & M services under the contract, excluding service tax (if applicable). Such expenses shall include but not restricted to payments to RTA, Labour Authorities, Local and Municipal Authorities, Semi Govt., or any charges, deposits, dues, taxes, fuel, oil, lubricants, levies, toll taxes, etc., connected with the service. The all-inclusive rate should be filled up in the respective column. **The O & M Contract Price shall be variable during entire contract period, diesel price (Fuel Price) variation during the contract period will be considered.**

FUEL PRICE ADJUSTMENT:

Change in Fuel Price will be given to the contractor at the end of each half year 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 half year. The Fuel price in the 1st week 1st Day after every half year will be taken in to account for calculating change in operational contract price. No change will be given for maintenance contract price during entire contract period. 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

half year. The formula for determining the increase or decrease in the rate from the base rate will be as under;

The operation & maintenance 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 half year & rate applicable in the first week of half year 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;

Change in diesel part (E) Rs =A x B{C/D-1}

New Rate of operation contract for quarter = A± E

Where;

A = Rate of sanctioned for contract

B = 0.4

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

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 be competent and 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. Contractor shall provide suitable uniform to all their staff including shoes and photo identity card. The contractor must verify antecedents of the employees to be provided by the contractor before deployment. The contractor shall engage no person having criminal record or who is not the citizen of India. The contractor may, at his own cost and responsibility, consider increasing his workforce, equipments, and materials in order to discharge contractual obligation. The Environment Engineer 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 indisciplined, 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 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 during on Job.

WORKING HOURS:

The working hours for the job will 6:30 a.m. to 13:30 p.m. and 3:00 p.m. to 7:00 p.m. 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:

The Contractor shall be fully conversant with all the laws applicable to the work under the contract including Motor Transport Work's Act 1961 It shall be the responsibility of Contractor to operate and maintain the 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 Environment 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 Equipments for replacement during breakdown or preventive maintenance.

Hydraulic units should be maintained as per the prevailing RTO and other govt./statutory Rules. Contractor shall have to maintain the history sheet of vehicles and has to submit it to the Solid Waste Management department as required. It shall not be permissible for the contractor to dump or dispose of solid waste, garbage, or recyclables waste on any street, alley or other publicly owned property unless expressly authorized by the corporation.

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 24 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 with SWM department. - All major repairing shall be carried out within 7 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, brush repairing / replacement, etc., fan belts replacement, motor servicing, filter cleaning/replacement, electrical fault etc. for vehicle as well as for sweeping unit. Minor engine related work. These shall be carried out at site or at RMC's parking place, as per requirement.

-**Major work:** Structural damages, Main suction mechanism job, Control panel repairing &/or replacement, Engine o/h related work, Other than above repair job (for minor/major), it will be decided by SWM department 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 occur 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.

Type of default Penalty to be imposed:

| Sr. No | Type of Default | Penalty to be imposed Per day |
|---------------|--|--|
| 1. | Collection points as per route map not attended | Rs. 30/- per point |
| 2. | The vehicle shall be exclusively used for RMC only. Any deviation from this shall attract penalty | Rs.500/- for each vehicle. |
| 3. | Non use of mobile by any of Supervisor. | Rs. 20/- per day |
| 4. | Not keeping valid driving license. | Rs. 100/- per day |
| 5. | If any of the contractor's staff at the Mini Tipper is found to be working without the prescribed safety gear, uniform etc. | Rs. 20/- per person for that shift. |
| 6. | If contractor fails to provide the driver as per the requirement of RMC | Rs. 300/- per person for that shift. |
| 7. | If the supervisor is not found on the work during the prescribed working hours | Rs. 200/- per such incidence |
| 8. | If GPS system is found not working due to mishandling | Rs. 20/- per day per vehicle till it starts functioning. |
| 9. | If the minor and major repairing work is not carried out as per the schedule given in tender (schedule as given by the manufacturer) OR as per instruction of DEE (Auto) | Rs. 200/- per such vehicle per day. |
| 10. | Penalty for mixed wet waste and dry waste in same compartment | Rs. 200/- for each of such event. |

The penalty will be deducted from the monthly bill of the contractor. Further in any circumstances. RMC will be at liberty to use vehicles by an alternate arrangement and during such circumstances 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 driven 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 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/legal fees and administrative charges.

PAYMENTS FOR O & M AND TRANSPORTATION WORK:

The contractor shall raise monthly bills to the Solid Waste Management department 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 Solid Waste Management dept. 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, GST 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. The proof of payments made and any statutory deductions from the wages of the workforce shall be submitted within one week of making payments.

INSPECTION:

The commissioner 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.

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 environmental 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.

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:

All financial arrangement for commissioning of this project shall be arranged by the Contractor. RMC shall not be responsible for the financial constraints of the contractor. Contractor shall provide labor, semi skilled and skilled staff for operating the project 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 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 honors 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.

**Environment Engineer
Rajkot Municipal Corporation**

ANNEXURE - 1**DETAILS OF MINI LCV MOUNTED TIPPER**

| Sr. No. | Vehicle No. | Type of Vehicle | Make | Year |
|---------|-------------|-------------------------|---------------|------|
| 1 | GJ-3G 0859 | Mini LCV Mounted Tipper | Force | 2012 |
| 2 | GJ-3G 0860 | Mini LCV Mounted Tipper | Force | 2012 |
| 3 | GJ-3G 0861 | Mini LCV Mounted Tipper | Force | 2012 |
| 4 | GJ-3G 0862 | Mini LCV Mounted Tipper | Force | 2012 |
| 5 | GJ-3G 0863 | Mini LCV Mounted Tipper | Force | 2012 |
| 6 | GJ-3GA 144 | Mini LCV Mounted Tipper | Force | 2014 |
| 7 | GJ-3GA 151 | Mini LCV Mounted Tipper | Force | 2014 |
| 8 | GJ-3GA 185 | Mini LCV Mounted Tipper | Force | 2014 |
| 9 | GJ-3GA 206 | Mini LCV Mounted Tipper | Force | 2014 |
| 10 | GJ-3GA 265 | Mini LCV Mounted Tipper | Force | 2014 |
| 11 | GJ-3GA 289 | Mini LCV Mounted Tipper | Force | 2014 |
| 12 | GJ-3GA 348 | Mini LCV Mounted Tipper | Force | 2014 |
| 13 | GJ-3GA 351 | Mini LCV Mounted Tipper | Force | 2014 |
| 14 | GJ-3GA 355 | Mini LCV Mounted Tipper | Force | 2014 |
| 15 | GJ-3GA 381 | Mini LCV Mounted Tipper | Force | 2014 |
| 16 | GJ-3GA 389 | Mini LCV Mounted Tipper | Force | 2014 |
| 17 | GJ-3GA 396 | Mini LCV Mounted Tipper | Force | 2014 |
| 18 | GJ-3GA 409 | Mini LCV Mounted Tipper | Force | 2014 |
| 19 | GJ-3GA 432 | Mini LCV Mounted Tipper | Force | 2014 |
| 20 | GJ-3GA 481 | Mini LCV Mounted Tipper | Force | 2014 |
| 21 | GJ-3GA 0480 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 22 | GJ-3GA 0484 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 23 | GJ-3GA 0485 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 24 | GJ-3GA 0486 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 25 | GJ-3GA 0487 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 26 | GJ-3GA 0496 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 27 | GJ-3GA 0038 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 28 | GJ-3GA 0088 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 29 | GJ-3GA 0199 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 30 | GJ-3GA 0220 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 31 | GJ-3GA 0294 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 32 | GJ-3GA 0295 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 33 | GJ-3GA 0380 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 34 | GJ-3GA 0411 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 35 | GJ-3GA 0437 | Mini LCV Mounted Tipper | Ashok Leyland | 2015 |
| 36 | GJ-3GA 0950 | Mini LCV Mounted Tipper | TATA | 2016 |
| 37 | GJ-3GA 0952 | Mini LCV Mounted Tipper | TATA | 2016 |
| 38 | GJ-3GA 0980 | Mini LCV Mounted Tipper | TATA | 2016 |
| 39 | GJ-3GA 0986 | Mini LCV Mounted Tipper | TATA | 2016 |
| 40 | GJ-3GA 0987 | Mini LCV Mounted Tipper | TATA | 2016 |

**Environment Engineer
Rajkot Municipal Corporation**

SCHEDULE - 'A'

| Sr. No. | Name of Work | % above/below of the estimated cost as shown in tender document (for overall scope of work as per the tender document) for Cluster-6 to Ward No. 15, 16 and 18 to Garbage Transfer Station (Nr.K.S.Diesel Ltd.) |
|---------|--|---|
| 1 | COMPREHENSIVE OPERATION & MAINTENANCE CONTRACT FOR HYDRAULIC OPERATED MINI TIPPER FROM CLUSTER – 6 to Ward No. 15, 16 and 18 TO GARBAGE TRANSFER STATION (Nr.K.S.Diesel Ltd.) | Estimated Cost Rs. 50,924/- Per Day |

**Environment Engineer
Rajkot Municipal Corporation**